



Burlington City Council Meeting (Virtual Meeting)
Tuesday, May 19, 2020
7:00pm

425 S. Lexington Avenue, Burlington, NC

www.BurlingtonNC.gov/councilpackets

CALL TO ORDER: Mayor Ian Baltutis

INVOCATION: Mayor Pro Tem Kathy Hykes

CODE OF ETHICS DISCLOSING CONFLICTS OF INTEREST: Interim City Clerk, Beverly Smith

ADOPTION OF AGENDA

CONSENT AGENDA:

- A.** To approve a change to the City of Burlington's employee health insurance third party administrator and network from Blue Cross and Blue Shield of North Carolina to Aetna for fiscal year July 1, 2020 through June 30, 2021 and authorize the City Manager and Director of Finance and Risk Management to sign the contracts contingent upon satisfactory completion of legal review and City Attorney approval.

NEW BUSINESS:

- 1.** City Council will consider approving a grant-funded Youth Diversion Coordinator position, Level 19, and approve Budget Amendment 2020-30 to establish the N.C. Governor's Crime Commission Youth Deflection and Diversion Program (YDDP) Project Ordinance.
- 2.** City Council will discuss allowing restaurants more flexibility in establishing outdoor seating areas adjacent or nearby their businesses during phased reopening from COVID-19.
- 3.** City Council will discuss adopting a Resolution for a request to Members of Congress for aid to offset reduction of local revenues.

PUBLIC COMMENT PERIOD

Public Comments may be emailed to publiccomments@burlingtonnc.gov and will be accepted until 5:00pm on Tuesday, May 19, 2020. Comments can also be made during the meeting by joining with the Zoom meeting link: <https://us02web.zoom.us/j/83893311979?pwd=VFZnK0N0WUd6TFpHMXYzbzRxYTBmUT09> or phoned in by dialing: 646-558-8656, enter Meeting ID: 838 9331 1979. Callers will Press *9 when prompted by the Mayor during the meeting to raise your hand to speak.

CITY COUNCIL COMMENTS

ADJOURN



City Council Meeting Agenda Request

AGENDA ITEM:

| City Employee Health
Insurance Provider Proposal |

Meeting Date:

| May 19, 2020 |

Department:

| Finance |

Presenter/Submitted by:

| Peggy Reece,
Director of Finance & Risk Mgmt. |

Summary

| City staff recommends that the City of Burlington change third party administrators and networks from Blue Cross and Blue Shield of North Carolina (BCBSNC) to Aetna and their Aetna Whole Health program for health insurance. |

Background

| Due to the ever-increasing costs for health insurance, City staff asked Chris Harrison of Carolina Employee Benefits to explore alternatives for the City of Burlington. On behalf of the City, Chris sought proposals from other vendors besides BCBS. City staff and Chris Harrison have reviewed the proposals submitted by BCBS and Aetna. Aetna's proposal should bring considerable savings and improved services to the City and to the City's employees. |

Financial Impact/Projected Cost

| BCBSNC's proposal represented almost a 13% increase originally. Aetna's proposal is substantially less than that. We are expecting a 5% increase in premium costs for employees. |

Funding Source

| The funding for the health insurance plan is included in the proposed FY 20-21 Budget and passed by Council each year. No budget amendment is needed at this time. |

Recommendation

| City staff recommends accepting the Aetna proposal for fiscal year July 1, 2020 through June 30, 2021. |

Action Requested/Date

| City staff asks that City Council approve changing the health insurance third party administrator and network to Aetna and to authorize the City Manager and Director of Finance & Risk

Management to sign the contracts contingent upon satisfactory legal review and City Attorney approval. |

City Manager Comments/Recommendation:

| Recommend approval. |

Suggested Motion(s)

| To approve a change to the City of Burlington's employee health insurance third party administrator and network from Blue Cross and Blue Shield of North Carolina to Aetna for fiscal year July 1, 2020 through June 30, 2021 and authorize the City Manager and Director of Finance and Risk Management to sign the contracts contingent upon satisfactory completion of legal review and City Attorney approval. |

Attachments (Number & List Each Item)

1. | Chris Harrison – Recommendation Letter
2. | Aetna Proposal |

Carolina Employee
BENEFITS



May 11, 2020

Mr. Hardin Watkins, City Manager
Mrs. Peggy Reece, Finance Director
CITY OF BURLINGTON
425 S. Lexington Avenue
Burlington, NC 27216

Re: Recommendation for 2020-21 Medical Insurance

Mr. Watkins & Mrs. Reece,

It is truly our pleasure to serve the City of Burlington, as your consultant for employee benefits. As we approach the renewal date for your employee medical plan, we have spent considerable time with the City's staff analyzing options for the City's employee and retiree coverage.

We hereby recommend moving to Aetna, and their Aetna Whole Health program for your medical insurance. This recommendation is based on analysis over the past several months and ultimately came down to four primary driving factors:

1. The Aetna Whole Health Plan provider better benefits for the employees, retirees, and their covered dependents, versus the current coverage provided. Further it gives employees, retirees, and their covered dependents the ultimate flexibility in choosing the medical providers that best suit their needs; and
2. The Aetna Whole Health network is projected to save the City approx. 8-12% in claims versus the current plan, based on confirmation with a Cone Health representative, who works closely with the AWH network and is familiar with the savings provided versus the other Managed Care Carriers in North Carolina; and
3. Reduced administrative costs with Aetna will produce additional savings versus the current plan; and
4. Aetna will be providing pharmacy rebates that the insurance companies currently receive, back to the City; and these funds will produce further savings to the City.

Overall, the City's employees, retirees, and covered dependents, will be receiving enhanced benefits, and the City will be able to better control the budget for this ever-increasing expense.

If you have any questions, please email, or call me.

Respectfully,



Chris Harrison
President



An Aetna Proposal
Presented to

City of Burlington

July 1, 2020

In an industry that's so intimate, we prefer not to take a one-size fits all approach for you or your employees.

We're asked all the time: **"What is your vision for the future?"** We're more than just an insurance provider - we're a health care company. We join members on their health journey and remove complexities from the experience. We take a holistic view of each member and create personalized plans rather than a cookie cutter approach that uses blanket programs as solutions.

We're transforming. This change is a fundamental shift in how we view health care.

We have tailored solutions to meet your needs. We know the value of each and every employee to help you reach your goals. And we have a plan to take care of each one so they reach their ideal health and live a happy life and productive work life for you.

We want to help you advocate for your workforce. We want to move away from a focus on products and programs – **to focus on people.**

Health care can be overwhelming. So our approach focuses on each person to create a **stronger individual**. And with many stronger individuals comes a **stronger workforce**. When you have a stronger workforce, we can help you achieve your goals and get **stronger results**.

As we transform the health care experience, we're honored to be recognized for our work. [Click here to learn more about Aetna's awards and recognitions.](#)

"Aetna" is the brand name used for products and services provided by one or more of the Aetna group of subsidiary companies.

The Aetna companies include:

Aetna Health Inc., Aetna Health of California Inc., Aetna Health of the Carolinas Inc., Aetna Health of Washington Inc., Aetna Health Insurance Company of Connecticut, Aetna Health Insurance Company of New York, Corporate Health Insurance Company; Aetna Life Insurance Company; Aetna Dental Inc.; and/or Aetna Dental of California Inc.; Aetna Health of Utah Inc. Certain dental plans are available only for groups of a certain size in accordance with underwriting guidelines. Managed care plans may not cover all health care expenses. Contracts should be read carefully to determine which health care services are covered. While this material is believed to be accurate as of the print date, it is subject to change. For more specific information about the coverage details, including limitations, exclusions, and other plan requirements, please contact an Aetna representative.

Aetna has various programs for compensating producers (agents, brokers and consultants).

If you would like information regarding compensation programs for which your producer is eligible, payments (if any) which Aetna has made to your producer, or other material relationships your producer may have with Aetna, you may contact your producer or your Aetna account representative. Information regarding Aetna's program compensating producers is also available at:

www.aetna.com

The information contained in this proposal is confidential and should not be shared with anyone other than your broker or benefit plan consultant.

City of Burlington

Proposed Cost	Effective Date: July 1, 2020	End Date:	June 30, 2021	
Estimated Enrollment	Lives	Year 1 Fee	Year 2 Fee	Year 3 Fee
AWH	734	\$22.40	\$22.40	\$22.40

- Please refer to the Program Summary for a detailed description of our programs & services. Some services may come at an additional cost to the fees shown above.
- Our proposal assume that we are awarded both Medical and Pharmacy business. We have also extended a 2 month fee holiday, contingent on Aetna being awarded the Medical and Pharmacy business.

City of Burlington

Programs and Services - Self Funded

Effective Date: July 01, 2020

	CPII (Broad Network)	AWH Option
Programs & Services		
Mature Base Service Fee	\$19.00	\$22.40
Implementation, Account Management & Plan Administration		
Designated Account Management Team	Included	Included
Designated Implementation Manager	Included	Included
Onsite Open Enrollment Meeting Preparation	Included	Included
Open Enrollment Marketing Material (Standard) Onsite Meeting Preparation	Included	Included
Standard ID Cards	Included	Included
Summary of Benefits and Coverage (SBC)	Included	Included
Claim Fiduciary Option 1	Included	Included
Network Services		
Aetna Whole Health™ (Duke Wake Med)	\$0.00	\$3.40
Institutes of Quality® (IOQ) Program	Included	Included
National Medical Excellence Program® - Transplant Coordination	Included	Included
Care Management		
Aetna Compassionate Care SM Program	Included	Included
Aetna In Touch Care SM Premier - Designated	Included	Included
Utilization Management	Included	Included
Member Resources		
Member Website and Mobile Experience	Included	Included
Aetna Concierge (includes First Impression Treatment)	Included	Included
MindCheck SM	Included	Included
Wellness		
24/7 Nurse Line - Informed Health® Line	Included	Included
Simple Steps to Healthier Life® Health Assessment	Included	Included
Aetna Healthy Commitments SM - Enhanced Wellness Package	Included	Included
Allowances		
Implementation/Communication Allowance - \$15,000	Included	Included
Annual Wellness Allowance - \$25,000	Included	Included
Reporting and Integration		
Analytic Consultation from Plan Sponsor Insights	10 Hours	10 Hours
Behavioral Health		
Managed Behavioral Health	Included	Included
Behavioral Health Condition Management Program	Included	Included
AbleTo Network - subject to member cost share	Included	Included
Total Fees	\$19.00	\$22.40

Program Summary - Additional Available Programs & Services

Program Summary - Programs & Services Included in the Claim Wire

National Advantage™ Program	Aetna will retain 50% of savings	Aetna will retain 50% of savings
Standard Facility Charge Review	Aetna will retain 50% of savings	Aetna will retain 50% of savings
Itemized Bill Review	Aetna will retain 50% of savings	Aetna will retain 50% of savings
Data iSight™	Included	Included
Subrogation*****	37.5% of recovered amount will be retained.	37.5% of recovered amount will be retained.
Coordination of Benefits and other contracted services*****	Up to 37.5% of recovered amounts will be retained.	Up to 37.5% of recovered amounts will be retained.
Third Party Claim and Code Review Program	Up to 37.5% of recovered amounts will be retained.	Up to 37.5% of recovered amounts will be retained.
Enhanced Clinical Review Program– High Tech Imaging (PMPM)	\$0.35	\$0.35
Enhanced Clinical Review Program – Diagnostic Cardiac (PMPM)	\$0.10	\$0.10
Enhanced Clinical Review Program – Sleep Management (PMPM)	\$0.05	\$0.05
Enhanced Clinical Review Program – Cardiac Implantable Devices (PMPM)	\$0.05	\$0.05
Enhanced Clinical Review Program – Interventional Pain (PMPM)	\$0.10	\$0.10
Enhanced Clinical Review Program – Hip and Knee Arthroplasties (PMPM)	\$0.05	\$0.05

***** Subrogation: We have entered into an agreement with the firm of Rawlings & Associates to provide comprehensive subrogation services. A contingency fee of 37.5% is retained upon recovery for self-funded customers.

***** Contracted Services: A contingency fee up to 37.5 percent is paid to a vendor upon recovery of self-funded customers' claims for certain claim overpayment programs such as the following:

- Coordination of Benefits
- Retroactive Termination
- Audits (Hospital, DRG, High Cost Drugs, etc.)
- Duplicate Bills
- Contract Compliance

Plan Administration

Mature Base Service Fees

The administrative service fees are mature; we have included the cost of processing self-funded run-off claims for 12 months following the termination of our administrative services agreement.

Non-ERISA

For a Non-ERISA plan, the risks and responsibilities are different from those under ERISA plans, since the ERISA preemption and ERISA standard of performance do not apply. Our charge for Non-ERISA plans must take into account the additional liability risk as compared to known risks under an ERISA plan. An additional \$0.35 per-employee, per-month is charged for Non-ERISA plans and has been included in our fees as shown on the financial exhibit(s).

Claim Fiduciary Option 1

We will be the Non-ERISA claim fiduciary for medical coverage. As claim fiduciary, Aetna will be responsible for the final claims determination and the legal defense of disputed benefits payments for medical and dental.

Wellness Incentives and Rewards

We offer several different wellness incentives and rewards programs that you may choose from to offer to your members. We, or our third party vendor, will administer and distribute any wellness incentives or rewards earned to your members based on the programs selected under the direction and control of your plan. The wellness incentives and rewards earned through these programs may be taxable for your members. We will provide you reporting which will identify members who have each earned such wellness incentives or rewards. These reports will provide you with the data needed for any tax information reporting requirements that you determine are necessary. However, you, as the plan sponsor, are responsible for complying with all tax information reporting requirements regarding any wellness incentives or rewards earned through these programs (cash, cash equivalent, or other tangible property) and provided by us of our third party vendor to your members. Plan Sponsor shall assume any and all liability for your noncompliance with any tax withholding or information reporting requirements. You may wish to consult with your legal counsel or other advisors as to the proper tax treatment of such wellness incentives or rewards.

Allowances

Implementation/Communication Allowance

We are including an implementation/communication allowance of up to \$15,000 that may be used toward implementation/communication related expenses incurred during the July 01, 2020 to June 30, 2021 plan year. These funds will be available as of the effective date of the period. Expenses incurred in the prior year for the open enrollment of the July 01, 2020 to June 30, 2021 policy year will be reimbursed from the July 01, 2020 to June 30, 2021 allowance. This provides the plan sponsor a budget or allowance of money from which they can draw to offset reasonable, identifiable expenses. The plan sponsor cannot draw on more than the amount of the allowance provided.

The plan sponsor should only use the implementation/communication allowance to offset expenses it actually incurs as a result of moving their business to us or promoting new products with us. It can be applied to reimburse the plan sponsor for identifiable charges for the reasonable value of services performed. Some examples of the transition-related expenses it could be applied against are:

- Issuing our Summary Plan Descriptions (creating, printing, mailing)
- Maintaining our subscriber/member records due to the transition of business
- Handling our subscriber enrollment
- Our Member communications (creating, printing, mailing)
- Our system front-end charges

Our preferred method of payment of implementation/communication-related expenses is directly to the vendor. Payment will be made once the expenses are incurred and invoice(s) are provided. In the event you request us to reimburse you directly, we may agree to do so on an exception basis. In the event the exception is granted, we will require you to submit to us detailed paid receipts from the vendor prior to the payment of the implementation/ communication allowance. Invoices must be submitted to us within 60 days following the close of the plan year.

Expenses incurred in the prior policy year for the open enrollment of the July 01, 2020 to June 30, 2021 policy year will be reimbursed from the July 01, 2020 to June 30, 2021 allowance. Should a customer terminate their policy with us, the allowance cannot be used to fund communication expenses related to the new carrier's policy.

Any expenses beyond the implementation/communication allowance are the responsibility of the plan sponsor. Any balance of this allowance fund remaining at the end of the policy year will be forfeited. Note that any amounts paid by us to a plan sponsor to offset or reimburse that plan sponsor for expenses incurred as a result of contracting with us for benefits plan administration services will be paid in accordance with applicable law. We advise plan sponsors to determine appropriate accounting for these payments with their own counsel or accountant. Any plan sponsor receiving an Implementation/Communication Allowance or other payments from us that offset or reimburse expenses that would otherwise be paid from plan assets should consult with their ERISA counsel to determine if such allowance must be credited to plan assets. They should also consult with counsel regarding the accounting or reporting of such payments. We assume the funding of any implementation/communication budget is either at the request of your Plan Administrator acting in their fiduciary capacity to your Plan or for the exclusive benefit of your Plan.

Annual Wellness Allowance

We are including a wellness allowance of up to \$25,000 that may be used towards reasonable wellness services procured by the Plan Sponsor from third party vendors to pay for wellness-related expense such as wellness fairs, bio-metric screenings and on-site flu vaccinations incurred during the July 01, 2020 to June 30, 2021 plan year. These funds will be available as of the effective date of the period.

Our preferred method of payment of wellness-related expenses is directly to the vendor. Payment will be made once the expenses are incurred and invoice(s) are provided. In the event you request us to reimburse you directly, we may agree to do so on an exception basis. In the event the exception is granted, we will require you to submit to us detailed paid receipts from the vendor prior to the payment of the wellness allowance.

Invoices must be submitted to us within 60 days following the close of the plan year. Expenses must be for wellness related programs or activities that are designed to promote the health and wellbeing of plan participants, or to educate the participants about healthy lifestyles and choices.

Any expenses beyond the Wellness Allowance are the responsibility of the customer. Any balance of this allowance fund remaining at the end of the policy year will be forfeited. Any amounts ("Wellness allowance") paid by Aetna to a plan sponsor to offset or reimburse such plan sponsor for any expense or costs incurred as a result of contracting with Aetna for benefits plan administration services, shall be paid in accordance with applicable law. Plan sponsors are advised to determine appropriate accounting for these payments with their own counsel or accountant. Any plan sponsor receiving a wellness allowance or other payments from us that offset or reimburse expenses that would otherwise be paid from plan assets, should consult with their ERISA counsel to determine if such allowance must be credited to plan assets, and for additional counsel regarding the accounting for reporting of such payments. We assume the funding of any wellness budget is either at the request of your Plan Administrator acting in their fiduciary capacity to your Plan or for the exclusive benefit of your Plan.

An implementation/communication allowance of up to \$25,000 is available in both the second and third Guarantee Periods. The allowance is forfeited at the end of each year if not fully utilized (it is not rolled over for a cumulative amount).

City of Burlington

Caveats - ASC Funding	Effective Date: July 01, 2020
ACO's	
Aetna Whole Health Alternate Option	
Those electing the AWH plan will be participating in the following Aetna Whole Health network(s): NC- AWH DukeWake LG POS M. The Aetna Whole Health agreement is performance based and is tied to quality and efficiency metrics.	
Aetna Whole Health Plan	
There must be plan design differentials between Tier 1 and Tier 2 benefits. A minimum 20.0% differential will be required.	
Assumptions	
Accurate Data	
We are relying on information from you and your representatives in establishing the fees and terms of this proposal. If any of this information is inaccurate and has an impact on the cost of the programs, we reserve the right to adjust our fees and terms upon the receipt of corrected information.	
Additional Products and Services	
Costs for special services rendered that are not included or assumed in the pricing guarantee will be billed through the claim wire, on a single claim account, when applicable, to separately identify charges. Additional charges that are not collected through the claim wire during the year will either be direct-billed or reconciled in conjunction with the year-end accounting and may result in an adjustment to the final administration charge. For example, you will be subject to additional charges for customized communication materials, as well as costs associated with custom reporting, booklet and SPD printing, etc. The costs for these types of services will depend upon the actual services performed and will be determined at the time the service is requested.	
Advanced Notification of Fee Change	
We will notify Customer of any fee change at least 31 days prior to the effective date of fee change.	
Banking Arrangement - Standard Stockpiling	
When paid claims have accumulated to more than \$20,000, a request will be sent to you and/or your bank requesting funds for the total paid claims from the previous day(s). For most customers, this will mean daily claim wire transfers. In addition, there will be a month end close out request on the first banking day of each subsequent month. We have assumed you will use no more than three primary banking lines which are shared across all self-funded products, excluding Flexible Spending Accounts (FSA). Additional wire lines and customized banking arrangements will result in an adjustment to the proposed pricing.	
Claim History Transfer (set up)	
These files are used to administer deductible and internal maximums. There is no cost associated with receiving claim history files electronically from the prior carrier for initial implementation. There will be a charge for files received in a format other than electronically; costs are based on the complexity and format of the data.	
Data Integration (Set-up)	
Our proposal assumes one historical medical and one historical pharmacy data integration. For an additional fee, historical medical and pharmacy data integration feeds maybe added.	
Data Integration (Ongoing)	
Options and pricing for integrating claims data from an external vendor into one or more of our systems will vary depending on the scale of the Plan Sponsor's integration needs.	
Data Transfer at Termination	
Upon contract termination, we agree to cooperate with succeeding administrators in producing and transferring required claim and enrollment data. Data will be transferred within 30 days after determination of specific format and content requirements, subject to a charge that is based on direct labor cost and data processing time.	

City of Burlington

Caveats - ASC Funding	Effective Date: July 01, 2020
Non-ERISA	
For a non-ERISA plan, the risks and responsibilities are different from those under ERISA plans, since the ERISA preemption and ERISA standard of performance do not apply. Our charge for non-ERISA plans must take into account the additional liability risk as compared to known risks under an ERISA plan. An additional \$0.35 per-employee, per-month is charged for non-ERISA plans and has been included in our fees as shown on the financial exhibit(s).	
External Review	
External Review is included in our self-funded proposal. External review uses outside vendors who coordinate a medical review through their network of outside physician reviewers. When customers retain claim fiduciary responsibility, we will pass through the actual vendor charges on a direct-charge basis.	
First Year Renewal	
The first year renewal will be delivered 60-90 days prior to the anniversary date.	
Late Payment	
We'll assess a late payment charge at a 12 percent interest rate after the expiration of a 31-day grace period and will be charged as incurred. We'll notify you of any changes in late payment interest rates. The late payment charges described in this section are without limitation to any other rights or remedies available to us under the Agreement or at law or in equity for failure to pay.	
Mental Health/Substance Abuse	
Mental health/chemical dependency benefits are included.	
Patient Management Center	
Patient Management services for the plan sponsor will be administered by our regional Patient Management Center.	
Participation	
There is a minimum requirement of 150 enrolled subscribers for administration of our self-funded plans. Our financial guarantee is contingent on the total number of covered medical and/or pharmacy lives (i.e., the total number of subscribers enrolled for coverage) quoted in the proposal.	
Pharmacy Benefits	
Prescription drug benefits are included and will be provided through Aetna Pharmacy Management. If you terminate your Aetna prescription drug benefits, Aetna will increase the ASC Service Fees and medical trend, and the customer may also be subject to additional charges to integrate data with external Pharmacy vendors.	
Plan Design	
This proposal response is based on the benefit plan designs, plus any noted deviations. Our standard provisions, contract wording and claim settlement practices will apply for items not specifically outlined.	
Policies and Claims Settlement Practices	
Our standard contract provisions and claim settlement practices will apply. If a material change is initiated by the Plan Sponsor or by legislative or regulatory action in the claim payment requirements or procedures, account structure, or any changes materially affecting the manner or cost of paying benefits, we reserve the right to adjust our financial package accordingly.	
Contract Period	
Our pricing takes into account all of the multiple product and programs you have with us. We also assume the quoted products and programs will be in effect for the full 12 months of the plan year.	
Pricing and Underwriting Basis	
The proposed plan of benefits will be extended to the participant group(s) included on the census file that was submitted with the request for proposal. Our enrollment assumptions are shown on the attached financial exhibit(s). Coverage will not be extended to additional participant groups without review of supplemental census information and other underwriting information for appropriate financial review.	
Producer Compensation	
The quoted fees do not include producer compensation on the Administrative Services Agreement.	

City of Burlington

Caveats - ASC Funding	Effective Date: July 01, 2020
Recovery of Overpayments	
Aetna's process of recovering overpayments attempts to recoup money in the most accurate, effective, and cost efficient manner. The below provides more detail on how Aetna recovers overpayments.	
When seeking recovery of overpayments from a provider, Aetna has established the following process: if it is unable to recover the overpayment through other means, Aetna may offset one or more future payments to that provider for services rendered to Plan Participants by an amount equal to the prior overpayment. Aetna may reduce future payments to the provider (including payments made to that provider involving the same or other health and welfare plans that are administered by Aetna) by the amount of the overpayment, and Aetna will credit the recovered amount to the plan that overpaid the provider. By entering into an agreement with Aetna, the Customer is agreeing that its right to recover overpayments shall be governed by this process and that it has no right to recover any specific overpayment unless otherwise provided for in the Agreement.	
Run-In Claims	
Our proposal excludes run-in claim processing from the prior carrier (claims incurred before the effective date of the plan).	
SPD Modification	
Our Service Fees include the standard Summary Plan Description language and any customization may require an additional cost.	
Third-Party Audits	
We do not typically charge to recoup internal costs associated with a third-party audit. We reserve the right to recover these expenses if significant time and materials are required.	
Reasons for Recalculation	
If any of the changes outlined below occur, we reserve the right to recalculate your guaranteed fees, using the Guarantee Period formulas. If this happens, you will be required to pay any difference between the fees collected and the new fees calculated back to the start of the guarantee period.	
Multi-year Provision	
The Plan Sponsor places the products and services included in this multi-year fee guarantee out to bid, this guarantee is nullified.	
Ancillary	
There are any changes to the Aetna programs and services offered to the Plan Sponsor.	
Claim Payment	
A change is made that materially affects the cost of the plan including, but not limited to, plan administration, changes to the programs and services we offer you, or any legislative or regulatory action that results in changes to plan benefits.	
Contract Provisions	
The final benefit provisions, account structure, claim payment requirements or services change from those proposed.	
Customized Banking	
You require the need for a customized banking agreement and additional wire lines (administrative fees only).	
Enrollment	
There is a 10.0% percent decrease in the number of enrolled participants in aggregate from our enrollment assumptions or from any subsequent reset enrollment.	
Legislative Impact	
A change is made that materially affects the cost of the plan including, but not limited to, plan administration, changes to the programs and services we offer you, or any legislative or regulatory action that results in changes to plan benefits.	

City of Burlington

Caveats - ASC Funding

Effective Date: July 01, 2020

Maximum Account Structure

If maximum account structure per product exceeds the number of units illustrated in the table below. Account structure determines the reporting format. During the installation process, we will work with the Plan Sponsor to finalize the account structure and determine which report formats will be most meaningful. Maximum total account structure includes Experience Rating Groups (ERGs), controls, suffixes, billing and claim accounts.

Total

Employees	(Choice POS II) Maximum Total Structure Per Product
Less than 1000	60

Member/Subscriber Ratio

The member-to-employee ratio increases by more than 10%. We have assumed a member-to-employee ratio of: 1.7997 for the

NAP

If the National Advantage™ Program (NAP), Facility Charge Review (FCR) or Itemized Bill Review (IBR) programs are changed or terminated.

Plan Change

A material change in the plan of benefits is initiated by the Plan Sponsor or by legislative or regulatory action.

Financial Guarantees

If any of the conditions outlined above occur, then any performance guarantees may be changed or terminated based on the caveats outlined in those guarantee documents.

Quoted Benefits

A change is made that materially affects the cost of the plan including, but not limited to, plan administration, changes to the programs and services we offer you, or any legislative or regulatory action that results in changes to plan benefits.

Additional

Please review the additional important information found at the following URL:

<http://www.aetna.com/legal-notices/documents/2020-3Q-middle-market-public-labor-self-funded-medical-uw->

This information is incorporated in and is a part of this proposal. This quote is subject to all the terms and conditions set forth in this URL. In the event that any information contained herein conflicts or is inconsistent with the information in the Underwriter Disclosure document, the information in your Package shall prevail.

Aetna Specialty PharmacySM Program

We will retain (as compensation for our efforts in administering the Preferred Specialty Pharmaceutical Program) all specialty pharmaceutical rebates earned on drug claims that we administer and pay through the medical benefit rather than the pharmacy benefit.

European Union: General Data Protection Regulations (GDPR)

Aetna International has implemented a framework to follow the General Data Protection Regulation (GDPR), which became law in all European Union (EU) and European Economic Area (EEA) countries on May 25, 2018. This law gives people greater protection over their personal data, with the potential for significant fines for privacy breaches. GDPR includes requirements related to data collection, storage and usage among the companies and organizations that process personal data of individuals in the European Union. Our domestic plans are not in scope. To help support operational requirements of GDPR, members based in the EU and EEA must be enrolled in Aetna International plans.

Health Care Reform Caveats

ACA Taxes and Fees - Notice of Self-Funded Group Health Plan's Financial Liability

Any taxes or fees (assessments) related to the Affordable Care Act that apply to self-funded benefit plans will be solely the obligation of the plan sponsor.

City of Burlington

Guarantee Summary

Effective Date: July 01, 2020

ASC Service Performance Guarantee

We are committed to delivering high quality service as we administer your healthcare benefits. We demonstrate our commitment to quality performance with the Performance Guarantee outlined below:

Performance Category	Target	% of Fees at Risk
■ Implementation - Overall	Average score on evaluations of 3.0	3.0%
■ Implementation - ID Cards	Within 15 business days of receiving the eligibility file	1.5%
■ Account Management - Overall	Average score on evaluations of 3.0	3.0%
■ Claims Administration - Turnaround Time	14 calendar days for 90.0% of processed claims	2.5%
■ Claims Administration - Financial Accuracy	99%	2.5%
■ Claims Administration - Total Claim Accuracy	95%	2.5%
■ Member Services - Telephone Service Factor	75.0% in 30 seconds	2.5%
■ Member Services - Abandonment Rate	2.5%	2.5%
Total % at Risk		20.0%

ASC Discount Guarantee

We offer competitive discounts across one of the largest networks of healthcare providers. We demonstrate our confidence in our discount arrangements by providing a Discount Guarantee. The illustrative composite target discounts are below:

Inpatient Hospital Discount	Outpatient Hospital Discount	Physician/Other Discount	Total Composite Discount
40.34%	46.17%	44.84%	44.61%

Total at risk for Network Discounts	10.0%
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Assumed Enrollment in Aetna Whole Health Plans ⁽⁴⁾	Illustrative Composite Target Discount ^(1,2,3)
75%+ in AWH	49.25%
50%+ in AWH	47.70%
25%+ in AWH	46.15%
No Participation	44.61%

- Please refer to our attached guarantee documents for information regarding the measurement criteria and payout schedules.
- Based on an illustrative medical fees without optional services.
- The discount guarantee is based on the census provided. Final enrollment by market will determine the actual discounts at risk in this guarantee.

City of Burlington

Performance Guarantee

Effective Date: January 01, 2020

General Performance Guarantee Provisions

Our Insurance Company, on behalf of itself and its affiliates ('our' or 'we') provides health benefits administration and other services (set forth in this document) for the self-funded Medical and Behavioral Health plan(s) operated on behalf of City of Burlington (also 'you' or 'your').

Performance Objectives

We believe that measuring the activities described below is an important indicator of how well we service your account. We're confident that the Claim Administration and Member Services provided to you will meet your high standard of performance. To reinforce your confidence in our ability to administer your program, we are offering guarantees in the following areas:

Performance Category	Target	Proposed Penalty
Implementation - Overall	Average score on evaluations of 3.0	3.0%
Implementation - ID Cards	97% of ID cards mailed within 15 business days of receiving eligibility file	1.5%
Account Management - Overall	Average score on evaluations of 3.0	3.0%
Claims Administration - Turnaround Time	14 calendar days for 90.0% of processed claims	2.5%
Claims Administration - Financial Accuracy	99%	2.5%
Claims Administration - Total Claim Accuracy	95%	2.5%
Member Services - Telephone Service Factor	75.0% within 30 seconds	2.5%
Member Services - Abandonment Rate	2.5%	2.5%
Total		20.0%

Guarantee Period

The guarantees described herein will be effective for the 12 month period from January 01, 2020 to December 31, 2021 (hereinafter "guarantee period").

The performance guarantees below will apply to the self-funded Choice POS II medical plans serviced under the Administrative Services Only Agreement (through a 'Services Agreement' or 'Master Services Agreement', as the case may be, but each from this point on referred to as "Agreement"). These guarantees do not apply to non-Our Insurance Company benefits or networks.

If we process runoff claims upon termination of the Agreement, the Turnaround Time, Financial Accuracy, Payment Incidence Accuracy, and/or Total Claim Accuracy performance guarantees will not apply to runoff claims.

Aggregate Maximum

The maximum medical service performance guarantee penalty adjustment will be equal to 20 percent of the actual collected administrative service fees. Administrative service fees will exclude:

- ACO and/or Joint Venture Administrative Service Fees
- Implementation/Communication Allowance
- Wellness Allowance
- Charges for services performed which are not included on the monthly administrative service fee bill

In no event will the total collected administrative service fees be adjusted by more than 40 percent due to the results of this guarantee and all other guarantees combine. 'Collected fees' means those fees collected for the guarantee period as of the time of the final reconciliation of the guarantee.

Termination Provisions

Termination of the guarantee obligations shall become effective upon written notice by us in the event of one of the following occurrences:

- (i) a material change in the plan initiated by you or by legislative action that impacts the claim adjudication process, member service functions or network management;
- (ii) failure to meet your obligations to remit administrative service fees or fund claim payment wires under the Agreement
- (iii) failure to meet your administrative responsibilities (for example, a submission of incorrect or incomplete eligibility information).

These guarantees will not apply if you terminate your medical plan with us in whole or in part (defined as a 50 percent or greater membership reduction from the membership we assumed in this proposal) prior to the end of the guarantee period (December 31, 2020).

Refund Process

We will provide you with final results for the performance guarantees when reporting is available after the end of the respective guarantee period. If necessary, we will provide a "lump sum" refund for any penalties we incurred.

IMPLEMENTATION

Overall Implementation Guarantee

This guarantee requires a minimum lead time of 90 days from the effective date.

Guarantee:

We utilize the implementation team concept to carefully coordinate all aspects of the implementation. An Implementation Manager will be assigned to assemble your implementation team and develop an Implementation Management Plan for the conversion to the new plan of benefits. The Implementation Management Plan will outline the tasks and target dates for their completion.

Working with your team, the Implementation Manager will help determine the implementation priorities. As new information becomes available and priorities change, the Implementation Management Plan will be updated. However, for the implementation to progress in a timely manner, you will be responsible for providing key information to the Implementation Manager as close to the target dates as possible (e.g., finalized account structure, finalized plan of benefits, accurate eligibility files, signed legal agreements).

This guarantee is effective for the implementation period in the first guarantee period. This implementation period begins at the initial implementation meeting and runs through the implementation sign-off.

Penalty and Measurement Criteria:

Via timely responses to the Implementation Evaluation Tool you agree to make us aware of possible sources of dissatisfaction throughout the implementation period. Each question is given a rating of 1-5 with 1 = lowest, 5 = highest. We will tally the results from the evaluation tool when received. Your response to the evaluation tool are used to facilitate a discussion between you, your implementation manager and your account executive regarding the results achieved. If the implementation evaluation tool is not completed and returned within 30 days of receipt, it is assumed that the service provided to you is satisfactory and the guarantee is deemed met.

If at the end of the implementation process, the score of the final evaluation falls below a 3.0, (meaning that service levels have not improved) we will make a mutually agreed upon reduction in compensation. The maximum reduction will be 3.00 percent of the guarantee period administrative service fees.

Open Enrollment ID Card Production and Distribution

This guarantee requires a minimum lead time of 90 days from the effective date.

Guarantee:

We guarantee that 97.0 percent of Open Enrollment ID Cards will be produced and mailed to your members within 15 business days following the receipt of complete, accurate & viable electronic enrollment files.

Penalty and Measurement Criteria:

We will reduce our compensation by 1.50 percent of the guarantee period administrative service fees if we fail to produce and mail ID cards to your members within 15 business days of receiving the open enrollment eligibility file. Our records are used to determine whether ID cards were produced and mailed within the specified time frame.

ACCOUNT MANAGEMENT

Overall Account Management Guarantee

Guarantee:

We will guarantee that the services (i.e., on-going financial, eligibility, drafting, and benefit administration and continued customer support) provided by the Field Office Account Management Staff and/or the Customer Service team during the guarantee period will be satisfactory to you.

Penalty and Measurement Criteria:

Via semi-annual responses to the attached Account Management Evaluation Tool at this link:

https://aetna.co1.qualtrics.com/jfe/form/SV_6DPuqkxjAwTFtP, you agree to make us aware of possible sources of dissatisfaction throughout the guarantee period. Your responses will evaluate account management services in the following categories: technical knowledge, professionalism, proactive management, accessibility, and responsiveness of personnel.

Each category will be given a rating of 1 - 5 with 1 = lowest, 5 = highest. We will tally the results from the report cards when received. The results of the surveys will be used to facilitate a discussion between you and the Account Executive regarding the results achieved and opportunities for improvement.

If the report cards are not completed and returned within 15 days following the close of the survey period, it will be assumed that the service provided to you is satisfactory and the guarantee is deemed met. If the score on the first report card and the report cards for the subsequent surveys average a 3.0 or higher, no credit is due.

Satisfactory service would equal a score of 3.0 and would be based on a total of 24 questions and a rating of 3.0 on each question. Should the score from the first report card and the average of the remaining report cards fall below a 3.0 (meaning that service levels have not improved), we will make a mutually agreed upon reduction in compensation, subject to a maximum reduction of 3.00 percent of the guarantee period administrative service fees.

CLAIM ADMINISTRATION

Turnaround Time

Guarantee:

We will guarantee that the claim turnaround time during the guarantee period will not exceed 14 calendar days for 90.0 percent of the processed claims on a cumulative basis each year.

Definition:

We measure turnaround time from the claimant's viewpoint; that is, from the date the claim is received in the service center to the date that it is processed (paid, denied or pending). Turnaround time excludes those claims identified as rework. **Weekends and holidays are included in turnaround time.** This guarantee may not apply and a penalty may not be paid, if results are not achieved due to severe weather events which directly or indirectly impact performance during the guarantee period.

Penalty and Measurement Criteria:

If the cumulative year turnaround time (TAT) exceeds the day guarantee as stated above, we will reduce our compensation by an amount equal to 0.50 percent of the guarantee period administrative service fees for each full day that the Turnaround Time exceeds 14 calendar days for 90.0 percent. There will be a maximum reduction of 2.50 percent of the guarantee period administrative service fees.

If you have more than 3,000 enrolled members, a computer generated TAT report for your specific claims will be provided on a quarterly basis. If you have less than 3,000 enrolled members, results will be reported at the site level.

Financial Accuracy

Guarantee:

We guarantee that the financial accuracy will be 99.0 percent or higher.

Definition:

Financial accuracy is measured using industry accepted stratified audit methodology. The results are determined by calculating the financial accuracy for a subset of claims (a stratum) and then extrapolating the results based on the size of based on the population and combining with the extrapolated results of the other strata. Each overpayment and underpayment is considered an error; they do not offset each other. Financial accuracy includes both manual and auto adjudicated claims.

$$\frac{\text{Dollars Paid Correctly}}{\text{Total Dollars Paid}}$$

We then extrapolate the results based on the size of the population and combine them with the extrapolated results of the other strata.

Penalty and Measurement Criteria:

We will reduce our compensation by an amount equal to 0.50 percent of the guarantee period administrative service fees for each 1.0 percent that financial accuracy drops below 99.0 percent. There will be a maximum reduction of 2.50 percent of the guarantee period administrative service fees.

Our audit results for the unit(s) processing your claims are used. Those results include our performance in processing ALL customers' claims handled by the unit(s) in question during the Guarantee period, not just your plan's claims. The results for this guarantee are calculated using industry accepted stratified audit methodologies.

Total Claim Accuracy

Guarantee:

We guarantee that the total (overall) claim accuracy will be 95.0 percent or higher.

Definition:

Overall Accuracy is measured using industry accepted stratified audit methodology. Accuracy in each stratum (a subset of the claim population) is calculated by:

$$\frac{\text{Number of claims processed correctly}}{\text{Total number of claims audited}}$$

We then extrapolate the results based on the size of the population and combine them with the extrapolated results of the other strata.

Penalty and Measurement Criteria:

We will reduce our compensation by 0.50 percent of the guarantee period administrative service fees for each full 1.0 percent that total claim accuracy drops below 95.0 percent. There will be a maximum reduction of 2.50 percent of the guarantee period administrative service fees.

Our audit results for the unit(s) processing your claims are used. Those results include our performance in processing ALL customers' claims handled by the unit(s) in question during the Guarantee period, not just your plan's claims. The results for this guarantee are calculated using industry accepted stratified audit methodologies.

MEMBER SERVICES

Total Service Factor (TSF)

(Without IVR Calls)

Guarantee:

We will guarantee that the telephone service factor for the phone skill(s) providing your customer service will not fall below 75.0 percent of all calls responded to within 30 seconds.

Definition:

TSF measures the speed in which calls are answered by a Customer Service Professional (CSP) after being placed in queue by the auto attendant. This does not include the time the caller spent navigating through any auto attendant menus. TSF includes total calls (answered and abandoned) that are offered to CSPs. Interactive Voice Response (IVR) system calls are not included in the measurement of TSF. The TSF measure is a percentage of calls answered within 30 seconds. In the event there is an outage or when experiencing peak volumes, calls may be transferred to other Aetna call centers. This guarantee may not apply and a penalty may not be paid, if results are not achieved due to severe weather events which directly impact performance during the guarantee period.

Penalty and Measurement Criteria:

We will reduce our compensation by 0.50 percent of the guarantee period administrative service fees for each full percentage point that the cumulative telephone service factor falls below 75.0 percent for calls to be answered within 30 seconds, to a maximum reduction of 2.50 percent of the guarantee period administrative service fees. The phone skill(s) providing your customer service are used.

Abandonment Rate

Guarantee:

We guarantee that the average rate of telephone abandonment for the phone skill(s) providing your customer service will not exceed 2.50 percent.

Definition:

The result is calculated as follows:

$$\frac{\text{Total number of calls abandoned}}{\text{Number of calls accepted into the skill}}$$

In the event there is an outage or when experiencing peak volumes, calls may be transferred to other call centers. This guarantee may not apply and a penalty may not be paid, if results are not achieved due to severe weather events which directly or indirectly impact performance during the guarantee period.

Penalty and Measurement Criteria:

We will reduce our compensation by 0.50 percent of the guarantee period administrative service fees for each 1.0 percent that the average abandonment rate exceeds 2.50 percent. The maximum reduction will be 2.50 percent of the guarantee period administrative service fees. The phone skill(s) providing your customer service are used.

City of Burlington

Discount Savings Guarantee

Effective Date: July 01, 2020

We guarantee the discounts that result from our negotiated arrangements with providers that participate in our proposed product(s). This discount guarantee applies to the claims incurred during the period of July 01, 2020 through July 01, 2021. Three months of runout will be included in the reconciliation.

These savings will be calculated on an aggregate basis, taking the service type (hospital inpatient, hospital outpatient, physician/other) discounts based upon billed eligible expenses by network. Attachment A shows the discounts by network that We are willing to guarantee. It also summarizes the illustrative discount targets based on book of business service type and enrollment by market.

How we calculate our discounts: We determine the achieved discount on an aggregate basis, three months after the close of the contract year. First we apply the discounts from Attachment A to your billed eligible charges by network, product and service type. Billed eligible charges are charges prior to application of plan design, discount and member cost sharing (copays and deductibles).

We calculate the guaranteed discount percentage using the following equation:

$$\frac{\text{In-network provider discounts in dollars (Hospital and Physician)}}{\text{Total in-network billed eligible charges* (Hospital and Physician)}}$$

**excludes duplicate or other ineligible/denied claims, or claims paid by coordination of benefits where we were not primary (including Medicare); includes network claim amounts billed above reasonable & customary levels.*

We calculate the discount using data from our Aetna Informatics data warehouse. The guarantee reconciliation excludes each medical case where the claims in that medical case exceed \$100,000. A medical case summarizes clinical events by linking or associating all of the claims submitted for a member treatment event. For example, all claims associated with an Inpatient Acute hospital stay or an Outpatient Facility based procedure. Discounts apply to fee for service claims only. Capitations are excluded.

Penalty:

We compare the guaranteed discount (based on the actual enrollment by product and network, and billed eligible charges by product and service type) against the total discount achieved. Based on that outcome, we make any fee adjustment using the table below.

Fee Adjustment	Maximum Fee Adjustment
2.0% fee reduction for each full 1.0% discount achieved falls below the risk free corridor of 2.0% less the guaranteed discount.	10%
No Adjustment	N/A

The maximum Discount Guarantee adjustment is 10 percent of the actual collected administrative service fees for the applicable guarantee period. Administrative service fees exclude any charges for services performed which are no included on the monthly administrative service fee bill as well as the following:

- ACO and/or Joint Venture Administrative Service Fees
- Implementation/Communication Allowance
- Wellness Allowance

Aggregate Maximum:

In no event will total collected administrative service fees be adjusted by more than 40 percent due to the result of this guarantee and all other guarantees combine. "Collected fees" means those fees collected for the guarantee period as of the time of the final reconciliation of the guarantee.

Discount Definition

Eligible charges exclude duplicate or other ineligible/denied claims, claims paid by coordination of benefits where we are not primary (including Medicare), claims on members aged 65 and over, and claims incurred in passive or custom networks, behavioral health claims, mail order pharmacy claims, retail prescription drug claims, dental claims, and vision hardware claims. Eligible charges include network claim amounts billed above reasonable & customary levels.

Any non-facility billed charges (excluding ineligible and not covered charges) at a level equal to or within 3% of the negotiated rates, along with some charges where the contract allows us to pay the lesser of the billed amount or the contractual rates, will be excluded from this guarantee.

Additional Assumptions
Along with some charges where the contract allows us to pay the lesser of the billed amount or the contractual rates, will be excluded from this guarantee.
This guarantee only applies to medical fees and excludes pharmacy.
This guarantee requires that at least 80% of claims paid are in-network claims and that the minimum enrollment in the CPII plans is 500 subscribers.
Subsidiaries or divisions added after your plan's effective date will not be eligible to participate in this guarantee.
This guarantee applies only to the in-network medical claims that fall into the participating networks shown in Attachment A.
2020 provider billing and reimbursement practices remain consistent with current practices.

The medical discount guarantee is considered met if our medical coverage is terminated by you prior to July 01, 2021.

Discount Savings Illustration

Our network discounts are calculated as the difference between the plan eligible charge (i.e., the billed charge less any plan exclusions) and the contracted rate accepted by network providers. The eligible charge does not include non-covered/ineligible expenses or benefit limitations. The contracted rate represents the provider’s reimbursement amount, which would include applicable member cost sharing (i.e., coinsurance, copayment and/or deductible), as determined by the member’s health plan design. Certain non-facility claims for which the provider bills us the contracted rate are excluded.

We consider information concerning fees negotiated with providers to be proprietary, commercially valuable information, which is not in the public domain. Consequently, the information contained herein is to be maintained in a confidential manner, and used solely for the purposes of reviewing this proposal.

	Illustrative Inpatient Hospital Discount ⁽¹⁾	Illustrative Outpatient Hospital Discount ⁽¹⁾	Illustrative Physician/Other Discount ^(1,3)	Illustrative Composite Target Discount (2)
CPII (Broad)	40.34%	46.17%	44.84%	44.61%

Assumed Enrollment in Aetna Whole Health Plans	Illustrative Target Composite Discount
75%+ in AWH	49.25%
50%+ in AWH	47.70%
25%+ in AWH	46.15%
No Participation	44.61%

- (1) These discounts are illustrative only as they have been weighted by the distribution of subscribers by network from the current census file.
- (2) This composite target is illustrative only. The final guaranteed target will depend on the actual enrollment by network and claim service mix known at the end of the guarantee period. For purposes of this illustration, the service mix of network billed eligible claims prior to discount is based on network level assumed utilization of hospital inpatient, hospital outpatient and physician/other.
- (3) Our non-facility discounts exclude the impact of claims where the provider bills at a level within 3% the contracted rates, along with some situations where the contract allows us to pay the lesser of the billed amount or the contracted rates.

Discounts by Location

Product	Network Name	Rating Area	Subscribers Within	Hospital Inpatient	Hospital Outpatient	Physician/Other
CPII (Broad)	Raleigh/Durham NC MC	NC - Raleigh/Durham	8	49.20%	54.00%	48.20%
CPII (Broad)	Central North Carolina MC	NC - Central NC/Charlotte	1	46.70%	51.70%	44.20%
CPII (Broad)	Raleigh/Durham NC MC	NC - Raleigh/Durham	3	58.40%	52.40%	47.90%
CPII (Broad)	Raleigh/Durham NC MC	NC - Triad	572	40.41%	45.88%	44.91%
CPII (Broad)	Roanoke, VA	VA - Roanoke	1	44.40%	50.70%	47.00%
CPII (Broad)	Triad NC-Winston Salem MC	NC - Triad	146	39.22%	46.72%	44.25%
CPII (Broad)	Mountain NC - MC	NC - Mountain	1	32.80%	39.80%	52.50%
CPII (Broad)	Mountain NC - MC	NC - Central NC/Charlotte	1	49.30%	50.60%	50.10%
CPII (Broad)	Oregon Direct MC	OR - Portland	1	23.80%	44.10%	43.30%

We are offering a one-time medical administrative fees reduction. This reduction is equal to 2 months of fees up to a maximum of \$31,713. This reduction applies to a mutually agreed upon month in July 01, 2020 to June 30, 2021 policy period and will be included as part of the final contract. This reduction will be subject to the following provisions:

- a. Our Self-Insured medical policy will remain in effect for the duration of the policy period.
- b. City of Burlington is required to make the required medical administrative fees payments in accordance with contract provisions.
- c. Standard contract termination provisions apply.
- d. All of the plan caveats as stated in the Assumptions section of the Caveats page in the final proposal are met.
- e. Any producer compensations will be excluded from the medical administrative fees reduction.
- f. HSA banking fees are excluded from the medical administrative fees reduction.
- g. Future renewals will be calculated based on the annualized medical administrative fees before giving any effect to the medical administrative fees reduction.

In the event that any of these provisions are not met or City of Burlington terminates the contract prior to the end of the policy period listed above, City of Burlington will be required to remit the total amount of the reduction back to us within thirty days of notice of non-compliance.

Your administrative fees will be as shown on the accompanying Fee Schedule for every month except the designated months. When you accept our quote, that Fee Schedule will become part of your Group Agreement with us.

You may wish to consult with your legal advisors about any changes that you may need to make in the administration of your plan as a result of this reduction consistent with your fiduciary obligations such as making adjustments to participant contributions.

Signature below indicates acceptance of these terms.

Shannon Blakeslee – Underwriting Director

Date

Officer – City of Burlington

Date

We provide a full range of administrative services for our self-funded customers including plan administration, account management, statistical reporting/analysis, network and medical management, and field representative services. We bill the customer a monthly service charge based on the previous month's number of covered subscribers. The service charge is subject to change based on the caveats listed in the proposal and rate sheets, such as more than a 10 percent variance in lives, more than a 10 percent variance in member/subscriber ratio, etc. Also, additional charges will be billed for non-standard services, such as printing or preparation of non-standard reports.

Banking and Funding

We offer banking services designed for both simplicity and efficiency. We maintain a joint disbursement account for self-funded customers at Bank of America or Citibank. Once the customer executes the banking agreement, we handle all other details concerning participation in this account. Funds are requested and transferred on an as-needed basis for all Issued checks.

Our simplified banking:

- Avoids maintenance charges for separate customer bank accounts and expensive custom-printed check stock.
- Incorporates numerous cash-flow advantages. For example, we clear all checks/EFTs through Bank of America or Citibank. We request funds from the customer's bank when Issued claims total \$20,000 or more, with a monthly closeout request on the first banking day of each month. Wire request are administered through a Federal drawdown by Bank of America or Citibank (as instructed by our company).
- Seed Deposit Requirements - We require an up-front deposit equal to three weeks of projected mature claims (equivalent to approximately four percent of annual, mature claims). If there is no run-off, the up-front deposit will be returned to the customer one year following the cancellation date. If there is run-off, the up-front deposit will be returned to the customer 12 months after the end of the run-off period, as long as there are no additional funds due us. This requirement serves as a security deposit in the event a self-funded group is unable to honor its claims wire requests either while the Administrative Services Agreement is active or following termination. Seed money deposits also act as an offset to any overdraft caused by a customer's claims reimbursements that have been presented for payment but have yet to be requested and subsequently funded by the group. For customers with 1,000 or more subscribers, seed money is not required.
- Reserve Requirements - The customer retains the health reserve liability.

The customer is responsible for funding all benefits paid under the plan. All benefits checks/EFTs clear through the joint account. All benefits payments are made in the customer's name, with our company as the paying agent.

As we identify and approve the check amounts, Bank of America or Citibank requests funds (as instructed by our company) to cover the Issued checks from the customer's designated bank using the Federal Wire Transfer system.

Proper transfer of funds is monitored closely through the series of audits we perform within our accounting system, as well as the audits between banks.

Standard Services

We provide the following standard services:

- Account Management:
 - Analysis of experience
 - Calculation of reserves
 - Expected cost projections for budgeting purposes
 - Generic subscriber communication materials
 - Installation of the plan and resolution of servicing issues
 - Maintenance of exposure data for consulting/plan design/plan analysis purposes
- Banking/Financial:
 - Central bank account
 - Checks-Issued funding
 - Checks reconciled and recorded on claims reporting system
 - Outgoing wire transfer request charges and bank check handling charges
 - Wire transfer/EFT reconciliation
 - Up to three wire lines per customer
- Claims Administration/Adjudication:
 - Application of COB
 - Application of medical necessity criteria
 - Application of R&C (surgery, common provider services, X-ray, and lab)
 - Bulk payment to improve cash flow
 - Certification of subscriber/dependent eligibility
 - Claim forms and envelopes
 - Claim Check editing of CPT billing practices
 - Claims audits; services of professional auditors
 - Computerized claims payment system
 - Computerized hospital duration guidelines
 - Fraud protection/investigative staff
 - Maintenance of subscriber and dependent data, including eligibility and claims history
 - Maintenance of financial records for seven years
 - Maintenance of plan information for automatic claims calculation
 - Mental/nervous condition claims controls
 - Production and distribution of checks and EOBs, when applicable
 - Provider flags for utilization/fraud control
 - Provider TIN reporting (1099)
 - Investigative staff
- Eligibility Reporting:
 - Flexibility in the transmission media we can accept
 - Online eligibility inquiry and update capabilities

- Medical Services:
 - Wellness Programs
 - Health education
 - Wellness/preventive care reminders
 - Member website
 - Acute Care Management
 - Precertification, utilization management/concurrent review, pre-hospital discharge planning
 - Case Management
 - Catastrophic case management, Women's Health, National Medical Excellence Program[®]
 - Electronic Total Utilization Management System (eTUMS)
 - Integrated, cross-platform data sharing
 - Wireless communication of real-time patient information
 - The PULSE AIM application – identifies candidates for case management
 - Quality and Patient Safety
 - Participation in Leapfrog initiatives
 - Data Integration/Tools/Resources
 - Healthwise[®] Knowledgebase
 - Cost Management
 - Audits, COB, duplicate bill elimination, fraud team
- Member Services:
 - Toll-free number for members and providers to access claims and patient management services, ask questions, and resolve problems
 - Enhanced customer servicing framework - puts the member first in every decision and promotes a culture of individual accountability, trust, ownership and empowerment.
- Plan Services
 - Counseling on federal and state regulatory requirements
 - Drafting of plan documents
 - Producing ID cards
 - Underwriting advice for late entrants
- Statistical Reporting and Analysis
 - Annual accounting
 - Claims detail reports (monthly)
 - Health care information reports (cumulative quarterly)
 - Standard coding (CPT-4, PAS, ICD-9, ADA, etc.)
 - In addition to preformatted reports, customers granted two to four prepaid reporting hours to handle other ad hoc reporting requests (Two hours for customers with 300 to 999 covered subscriber; four hours for customers with 1,000 plus covered subscribers.)
- Implementation - We develop an implementation management plan outlining the tasks to be accomplished by both groups and establishing target dates for completion. Throughout the implementation process, team members work together, contributing their specialized skills and talents toward a successful goal.
- Claim History Transfer - These files are used to administer deductible and internal maximums, if any. There is no cost associated with receiving claim history files electronically from the prior carrier. There will be a charge for files received in a format other than electronically; costs are based on the complexity and format of the data.
- ID Cards - Standard ID cards are included. Each member and covered spouse receives a plastic family ID card. The family ID card allows for group family members on one ID card to a maximum of five, with additional members listed on a second family card. It takes about one week from the time we receive the customer's eligibility information to produce the initial order of ID cards.

Members requesting extra ID cards, for either new or existing Aetna members, will be exclusively available online. A digital ID card is identical to the plastic ID card. It can be viewed, downloaded or printed from the member website, the Mobile app, or Aetna.com from a smartphone or internet browser. For an additional cost, we can customize ID cards to show the customer's logo or special colors or designs. Customers may request that their custom black and white logo be merged with our logo on an ID card or stuffer. There is no longer an additional charge for this service. Production times take about two to six weeks, and subsequent orders can be filled overnight.
- Directories and Other Materials - To alleviate customer expense, protect natural resources, and provide convenient member assistance, we offer many no-charge, Web-based solutions. For example, DocFind™, our online directory of participating providers, helps members find provider information. Aetna Navigator™, our member website, lets members send a secure message to our Member Services, obtain preventive health care schedules, and view eligibility, and benefits-related information, and Explanations of Benefits (EOBs) statements. For those customers who require hardcopy directories, we can include an annual supply equal to 1.2 times the number of subscribers who match our network sites. We can also bulk mail the directories to the customer.

Additional Cost Services

- The quoted fee factors exclude provision for certain additional services that may be requested and any non-recurring charges.

These services include, but are not limited to, the following:

- Charge for additional wire lines above three
- Charges for any available custom reports (including third-party Stop Loss vendor reports)
- Charges for late payment of fees and/or wires
- COBRA direct-billing charges
- Daily advice wire (additional cost not applicable to New Business)
- HIPAA Certificates
- Printing expenses
- Processing of changes in benefits plans
- Alternative Claim Fiduciary options
- National Advantage™ Program (NAP)
- Disease Management Programs – Congestive Heart Failure, Diabetes, Coronary Artery Disease, Asthma

We can also provide special services ranging from printing additional directories, printing other materials (such as PPO Dental directories, booklets, or Summary Plan Descriptions), collating enrollment materials, and mailing materials to subscriber homes for a charge.

Administration charges for any additional services will be billed during the guarantee period, or they will be reconciled in conjunction with the annual accounting process and may result in a year-end adjustment to the final administration charge.

- MedQuery® is a program that uses member data such as medical claims, pharmacy claims, laboratory reports, and demographic information to identify potential gaps in care. This information is shared with physicians to help improve clinical quality and patient safety.

Based on a review of our book of business data, we are seeing medical cost reductions for customers that have implemented MedQuery. The average ratio of medical cost reduction to fees for the program is 2:1, although customer-specific results vary based on demographics, account size and other factors.

Additional Information

- Billing - We prepare a monthly Administrative Charge Statement based on the number of subscribers covered during the previous month. The customer forwards the service fee to us.
- Processed Claim Transaction (PCT) – For medical and dental benefits, a PCT is any transaction with respect to a benefits request or predetermination of dental benefits for expenses incurred or expected to be incurred by one claimant in any one calendar year for a major line of coverage, including but not limited to, a benefits payment, benefits denial, pending benefits request or decision on an appeal of a denied benefits request.
- Late Charges – If fees or benefit funding is not provided on a timely basis, we will assess a late-payment charge. The current charges are:
 - late funds to cover benefits payments (e.g., late wire transfers): 12.0 percent annual rate
 - late payments of service fees: 12.0 percent annual rate
- Eligibility Information - In order to provide services accurately and efficiently, we must have the most up-to-date, accurate eligibility information on each subscriber and dependent. We gather and maintain this information from data the customer provides. We encourage customers to provide this data by using one of our Internet-based eligibility solutions, including SecureTransport™, Aetna EZConnect™, EZLink™ or EZenroll®. These solutions are not only efficient, they are available to our customers at no additional charge. Non-standard eligibility transmission may generate additional charges.
- Claims Administration Vendors - Some claims services may be performed by vendors in U.S. or in offshore locations. If a payment recovery vendor is used, amounts recovered are credited to the plan net of vendor's fees.
- We use a number of different payment methodologies in its contracts with participating providers, including risk adjustment mechanisms and incentive arrangements. In general, self-funded customers are billed based on actual costs incurred by plan members, but in some cases, costs are allocated on a pro-rata or other basis. In certain cases, PMPM fees are paid to vendors (such as behavioral health vendors) for access to administrative services (such as network development, patient management and claim processing) and for claim costs. The PMPM fees can be passed through as claims transactions.
- We may receive negotiated manufacturers' rebates for certain pharmaceuticals. A portion of these rebates may be shared with certain self-funded customers with more than 500 subscribers. Information regarding the ability to share in these rebates is available from your representative.
- Data produced in the administration of self-funded plans is housed in an Aetna data warehouse and may be accessed in a number of mandatory and/or legally permissible ways, including health care operations and reporting to government agencies.
- Claims Subrogation – We have entered into an agreement with the firm of Rawlings & Associates to provide comprehensive subrogation services. A contingency fee of 37.5% is retained upon recovery for self-funded customers.

Customer Advantages

- Tax and risk charge savings
- Full services (plan administration, actuarial, underwriting, network management, medical management and field representative services)
- Simplified banking
- Cash-flow improvement



City Council Meeting Agenda Request

AGENDA ITEM:

BA2020-30

Establish NC Governor's
Crime Commission Youth
Deflection and Diversion
Grant

Meeting Date:

May 19, 2020

Department:

Finance via Police

Presenter/Submitted by:

New Business

Jeffrey Smythe, Police Chief

Summary

To recognize funding awarded to the Burlington Police Department by the N.C. Governor's Crime Commission Youth Deflection and Diversion Program (YDDP) Grant.

Background

This amendment will establish the N.C. Governor's Crime Commission Youth Deflection and Diversion Program (YDDP) Project Ordinance. As in the past, the City must act as the fiscal agent for the grant funds. The purpose of the YDDP is to disrupt the cycle of juvenile involvement in the justice system by instituting systems changes, training and direct services that channel juveniles away from the criminal justice system. This program is 100% funded by the grant and does not require any matching funds from the City.

Financial Impact/Projected Cost

The is no cost to the City for this program.

Funding Source

Increase Revenues:

52404000-30124	Misc State Grants	\$399,878
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Increase Expenditures:

52451000-40200	Personnel Services	\$96,367
52451000-40500	FICA	7,372
52451000-40600	Group Insurance	18,000
52451000-40700	Retirement	9,849
52451000-40800	401K	4,818
52451000-41400	Training, Meetings Etc	39,108
52451000-41900	Professional Services	120,432

52451000-43300	Departmental Supplies	14,304
52451000-44500	Maint & Service Contracts	79,228
52451000-47400	Equipment	10,400

Recommendation

[To amend the 2019-20 budget as listed in the funding section.]

Action Requested/Date

[Approve BA 2020-30 as listed under the funding source and to establish the Project Ordinance at the May 19, 2020 City Council Meeting.]

City Manager Comments/Recommendation:

[Recommend approval. This was originally set to begin in October 2019 but experienced a delay due to the state budget impasse. At this time, the Governor’s Crime Commission has decided to move these programs along and has waived the local government match component. Accordingly, this program will be 100% funded by grant dollars. There is a 2-year project timeline with no obligation for city continuation at the end of the grant period.]

Suggested Motion(s)

[Approve Budget Amendment 2020-30]

Attachments (Number & List Each Item)

- 1) [Captain Todd Long – Memo
- 2) Peggy Reece – Project Ordinance
- 3) Additional Personnel Request Form
- 4) Youth Diversion Coordinator – Job Description
- 5) Grant Application/Award.]



BURLINGTON POLICE DEPARTMENT
DEPARTMENTAL MEMO



**To: Peggy Reece, Finance and Risk Manager
 Chief J. Smythe, Chief of Police**
From: Captain Todd long
Date: May 12, 2020
Subject: Budget Amendment (BA) Youth Deflection and Diversion Program (YDDP)

The N.C. Governor’s Crime Commission has approved the Burlington Police Department for the FY 19-20 Youth Deflection and Diversion Program (YDDP) Grant for **\$399,878.08**. I am requesting a Budget Amendment to receive these funds on behalf of Chief J. Smythe.

The Burlington Police Department submitted an individual application and is the Fiscal Agent required by the grants reporting duties.

Category	Year 1	Year 2	Total
Contractual	\$ 36,076.00	\$ 43,152.00	\$ 79,228.00
Equipment	\$ 10,399.92	\$ -	\$ 10,399.92
Personnel	\$ 68,203.08	\$ 68,203.08	\$ 136,406.16
Professional Services- RHA	\$ 60,216.00	\$ 60,216.00	\$ 120,432.00
Supplies	\$ 7,152.00	\$ 7,152.00	\$ 14,304.00
Training	\$ 19,554.00	\$ 19,554.00	\$ 39,108.00
Grant Budget Total	\$201,601.00	\$198,277.08	\$399,878.08

The purpose of the YDDP is to disrupt the cycle of juvenile involvement in the justice system by instituting systems changes, training and direct services that channel juveniles away from the criminal justice system. This program is 100% funded by state dollars. There will be no City funds required. This program is not mandated for year three, therefore, the City will not have to hire this person after the end of year two.

At the May 19, 2020, City Council Meeting, we request an amendment of the FY 19-20 Budget. Upon approval by the council, Fund 524, N.C. Governor’s Crime Commission Youth Deflection and Diversion Program (YDDP) Grant shall be established for the grant.

Respectfully,

Captain Todd Long

Cc: Asst. Chief Chris Gaddis
 Asst. Chief Brian Long

INTEROFFICE MEMORANDUM
FINANCE & RISK MANAGEMENT DEPARTMENT

TO: Mr. Hardin Watkins, City Manager

FROM: Peggy Reece, Director of Finance & Risk Management

SUBJECT: Budget Amendment 2020-30– Police – Establish the N.C. Governor’s Crime Commission Youth Deflection and Diversion Program (YDDP) Project Ordinance

DATE: May 13, 2020

Attached is a memorandum from Captain Todd Long requesting approval to receive funds from the NC Governor’s Crime Commission. This amendment will establish the N.C. Governor’s Crime Commission Youth Deflection and Diversion Program (YDDP) Project Ordinance. As in the past, the City must act as the fiscal agent for the grant funds. The purpose of the YDDP is to disrupt the cycle of juvenile involvement in the justice system by instituting systems changes, training and direct services that channel juveniles away from the criminal justice system. This program is 100% funded by the grant and does not require any matching funds from the City.

Please ask the City Council to approve Budget Amendment 2020-30 which establishes the N.C. Governor’s Crime Commission Youth Deflection and Diversion Program (YDDP) Project Ordinance at its May 19th meeting as follows.

cc: Sonjia Cross, Purchasing/Facilities Manager
Ellen Myers, Senior Buyer
Todd Long, Police Captain
Brian Long, Assistant Chief of Police
Chris Gaddis, Assistant Chief of Police
Jeffrey Smythe, Chief of Police
Beverly Smith, Interim City Clerk
Melanie Hawn, Interim Deputy City Clerk

NC Governor's Crime Commission Youth Deflection & Diversion Grant
#1 GRANT PROJECT ORDINANCE
BA2020-30

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BURLINGTON, NORTH CAROLINA, that pursuant to Section 13.2 Chapter 159 of the General Statutes of North Carolina, the following Project Ordinance is hereby adopted.

Sec. 1. The project authorized is the NC Governor's Crime Commission Youth Deflection & Diversion Grant to disrupt the cycle of juvenile involvement in the justice system by instituting systems changes, training and direct services that channel juveniles away from the criminal justice system. The Grant will include hiring one full time person for two years and also include using contract services to help with these programs.

Sec. 2. The officials of the City of Burlington are hereby directed to proceed with this project within the terms stated in the Grant contract.

Sec. 3. The following revenues are anticipated to be available to the City to complete the project:

52404000-30124	Misc State Grants	\$399,878
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Sec. 4. The following amounts are appropriated for the project:

52451000-40200	Personnel Services	\$96,367
52451000-40500	FICA	7,372
52451000-40600	Group Insurance	18,000
52451000-40700	Retirement	9,849
52451000-40800	401K	4,818
52451000-41400	Training, Meetings Etc	39,108
52451000-41900	Professional Services	120,432
52451000-43300	Departmental Supplies	14,304
52451000-44500	Maint & Service Contracts	79,228
52451000-47400	Equipment	10,400

Sec. 5. The Finance Director shall report on the financial status of this project as directed by the City Council and shall inform the Council of any unusual occurrences.

Sec. 6. Copies of this Project Ordinance shall be made available to the Budget Officer and the Finance Director for direction in carrying out this project.

Sec. 7. That this ordinance shall take effect upon passage.



City of Burlington Additional Personnel/Job Reclassification Request Form

Complete this form for every position you wish to add or reclassify. You may type directly on this form. Position cursor in far left portion of field to type a response. Click on appropriate check box to register response. **Do not record new or reclassified positions on salary sheets.**

DEFINITIONS

New Positions – One that presently does not exist within the department/division.

Reclassifications – Minor change in duties or request to change a position from part-time to full-time.

Restructuring – Significant change in duties of an existing position. Examples include consolidating responsibilities of two positions into one, major shift in duties requiring employee to possess significantly more knowledge, skill, or ability than originally required for the position, etc.

Department: Police_

Current Position Title: n/a

Proposed Position Title: Youth Diversion Coordinator

Change Requested (check one) New Position Reclassification Restructuring

Current Position Information:

Position Title:

Salary Grade:

Pay Range:

Budget Code:

Employment Status - Full-Time:

FLSA: Exempt

Nonexempt

Part-Time:

Funding requested for Full-Year

If Part-Time Annual:

Seasonal:

½ Year

No. Hrs. Week:

Other (specify)

Proposed Position Information:

Position Title: Youth Diversion Coordinator

Salary Grade: 19

Pay Range: \$32,094.40 - \$52,956.80

Budget Code: 52451000-40200

Employment Status - Full-Time:

FLSA: Exempt:

Nonexempt:

Part-Time:

Funding requested for Full-Year

If Part-Time Annual:

Seasonal:

½ Year

No. Hrs. Week: 40

Other (specify) Two Year Grant Funded Position

Justification (attach additional sheet if necessary)

This position is grant funded for a Youth Diversion Coordinator responsible for screening juveniles recommended to participate in the department's youth diversion program, with the goal of working with families and juvenile justice to assess their specific needs and help them be successful with an identified program.

YOUTH DIVERSION COORDINATOR

General Statement of Duties

Increase public awareness, organize training, work with community partners to develop policies and cultivate services, and provide assessment and case management services for diverted juveniles.

Distinguishing Features of the Class

The Youth Diversion Coordinator is a Program Manager responsible for screening juveniles recommended to participate in the department's youth diversion program, with the goal of working with families and juveniles to assess their specific needs and help them be successful with an identified program of services. Responsibilities include scheduling the qualified juveniles and their parents/guardians to attend all available and qualified programs, track the program participants' school attendance, and any criminal charges brought against the juvenile (using the BPD's records management system). The Youth Diversion Coordinator would also carefully examine other programs to determine their suitability and level of effectiveness for referral of program participants for additional help.

Illustrative Examples of Work

Essential Duties and Tasks

- Assess all reported juvenile contacts reported in the City of Burlington; complete a background check for each juvenile to determine program eligibility; contact and collaborate with community partners to prepare appropriate paperwork for each juvenile and the qualifying program.
- Meet with juveniles and families for Diversion Intake; collect information, assess community service, and counsel.
- Interface with various and prospective agencies (i.e., Alamance Burlington School System, Municipal Courts, Mental Health and Substance Abuse providers, Department of Family Services, House/Crisis Shelter) to gather and disseminate information regarding the juvenile and/or guardian(s) as needed.
- Monitor diversion cases to assure compliance with juvenile contracts as set-forth by the Diversion Program; conduct follow-up juvenile contacts to ensure compliance with diversion contracts.
- Work with guardians to assist with compliance of Diversion contract requirements such as drug and alcohol counselling or treatment, and family counselling.
- Perform home visits to provide initial assessment of juvenile's home environment; monitor curfew compliance.
- Conduct meetings for each juvenile on Supervised Diversion to chart progress, obtain academic reports and other pertinent information.
- Remain available outside normal work hours and/or on call status for conflict resolution, curfew calls, and attendance at community/school activities.
- Make frequent appearances at the secondary school to exchange information, interface with the school personnel, participate in disciplinary proceedings, and/or meet with a juvenile enrolled in the Diversion Program.

- Recommend counselling and programs for juveniles and their families involving family crisis, suicide, alcohol and drug usage, self-esteem, eating disorders, family/dating violence, rape/sexual abuse, depression, etc.
- Keep daily case notes of social history of interactions with juveniles and families; document other information relevant to juveniles in the Diversion Program in their case notes including violations, compliance/non-compliance and completion of the program, in order to monitor presence of contributory DMC factors.
- Communicate with other professionals working with the juveniles in the Diversion Program to maintain restitutions requirements.
- Attend and participate in inter-agency meetings, professional group meetings and related activities; attend workshops, conferences, and classes to increase professional knowledge; serve on committees as assigned; stay abreast of new trends and innovations in the field of Juvenile Justice.

Knowledge, Skills, and Abilities

- Causes and Consequences of Disparate Minority Contacts
- Social work principals and practices
- Principles and practices of the Juvenile Justice System.
- Rules, regulations, laws, ordinances and policies related to Juvenile Diversion.
- Counselling for substance abuse, child abuse and other related issues.
- Organization, policies and operating procedures of the department.
- Principles and practices used in interaction with the public.
- Principles, methods, and techniques of investigation.
- Modern investigative methods including interview and interrogation techniques.
- Demonstrate principles and procedures, methods and equipment.
- Principles and practices of working safety.

Skill to:

- Operate modern office equipment.
- Operate a motor vehicle safely.
- Microsoft Word/Excel

Ability to:

- Plan, organize, supervise and evaluate the progress of juveniles in the Diversion Program.
- Consult effectively with families, juveniles, management and staff.
- Recommend counselling and explain available resources.
- Apply applicable laws, codes and regulations.
- Prepare clear and concise documents and reports.
- Prepare and maintain accurate and complete records.
- Communicate clearly and concisely, both orally and in writing.
- Serve as a liaison between various agencies and community groups.
- Develop goals and objectives for assigned area.
- Exercise good judgment, flexibility, creativity, and sensitivity in response to changing situations and needs.
- Establish, maintain, and foster positive and harmonious working relationships with those contacted in the course of work.

Desirable Educations and Experience:

- Must be 21 years of age
- Three to four years of experience in the field of counselling, law enforcement or related field; work with juveniles, preferably with at-risk-youth.

Education/Training:

- Equivalent to Bachelor's degree in psychology, criminal justice, counselling, social work or a similarly related field.

Special Requirements:

- A valid N.C. driver's license.

Inclement Weather Classification:

- Non-essential



Governor's Crime Commission
 1201 Front Street, Suite 200
 Raleigh, NC 27609
 Phone: (919) 733-4564 Fax: (919) 733-4625

Name	Role	Status
peggy reece (NCID: pbreece)	Financial Officer	✓ Reviewed
Frank Watkins (NCID: fhwatkins)	Authorizing Official	✓ Reviewed
Steven Smith (NCID: sesmith15)	Project Director	✓ Reviewed

Project Information

Project ID PROJ013527	Project Status Awaiting Receipt of Award
Project Name Burlington Police Department Youth Diversion Program	Project Director Steven Smith
Financial Officer peggy reece	Authorizing Official Frank Watkins
Start Date 10/01/2019	End Date 09/30/2021
Committee JUVENILE JUSTICE PLANNING	Program Priority 2019 Reduction of Disproportionate Minority Contact

Project Summary

The purpose of the Youth Deflection and Diversion Program (YDDP) is to disrupt the cycle of juvenile involvement in the justice system by instituting systems change, training and direct services that channel juveniles away from the criminal justice system.

Organization

Name: City of Burlington	Tax ID: 566001189
DUNS: 106926582	SAM Expiration: 11/12/2020
Address: P.O. Box 1358	City: Burlington
State: North Carolina	Zip: 27216-1358
Phone: 336-229-3500	Fax:
Fiscal Year End Date: 06/30	

Implementing Agency

Name: Burlington Police Department	# Of Sworn Officers (Law Enforcement Agencies): 136
Address: P. O. Box 1358 267 West Front Street	City: Burlington
State: North Carolina	Zip: 27215-1358

Phone:
(336) 229-3540

Fax:
(336) 229-3146

General Information

NC House Districts
63,64

NC Senate Districts
24

US Congressional Districts
06

NC Counties
Alamance

Project Area Population
53,000

Principle Place of Performance
Burlington

Zip
27215-1358

Abstract & Narrative

Project Abstract (The Problem): Briefly describe project's purpose, identify target population, and discuss program components which address the identified problem. Include local statistics to substantiate the need.

The purpose of the Youth Deflection and Diversion Program (YDDP) is to disrupt the cycle of juvenile involvement in the justice system by instituting systems change, training and direct services that channel juveniles away from the criminal justice system. The target population is juveniles, age 6–18, who have a first-time encounter with law enforcement through the Burlington Police Department (BPD), with a focus on Disproportionate Minority Contact (DMC). This program is a direct response to a data analysis about DMC. School system data, which offers the most accurate picture of the target population, shows that youth demographics are 43% Caucasian, 23% African Americans and 27% Hispanic, yet school-based juvenile arrests are 14% Caucasian, 83% African-American and 3% Hispanic. Also, 85% of juveniles petitioned to the Department of Juvenile Justice (DJJ) are youth of color. YDDP will incorporate direct services, training and systems change to impact juvenile arrests and DMC. Through direct services, individual juveniles will receive an assessment by a Diversion Coordinator and referrals to targeted interventions. Training will be provided to officers and community partners to advance their understanding of racial equity and options for deflection and diversion. Systems change includes policy and procedural changes that institutionalize processes to promote the least restrictive course of action appropriate to the circumstances and needs of the juvenile.

Project Narrative (Operation): Include a description of how grant funded positions are integral to the project and how contractual, travel, operating, and equipment expenses will support the project. Discuss how you will collaborate with other agencies. Focus on the project – do not give agency history, do not repeat abstract. DMC initiatives require an intense investment of time and resources that require an ongoing and consistent commitment to systems change and training. Rather than focus on broad prevention efforts, the Youth Deflection and Diversion Program (YDDP) will invest resources in direct services and programmatic components that result in strategic and intentional interventions for individual juveniles at three major decision points – arrest, referral, mediation, and diversion. There will be a dedicated Coordinator who organizes direct services, training and systems change. The YDDP Coordinator will be the first point of contact for juveniles who have a first-time encounter with law enforcement. This position will conduct an initial assessment, and if appropriate, work with the Alamance-Burlington School System, Department of Juvenile Justice and RHA Health Services, for additional information that permits an appropriate service referral. The YDDP will contract with RHA Health Services to have designated mental health professional to provide immediate response and ongoing services to juveniles who indicate a need for mental health interventions. The feedback from community partners, as well as the positive experience with a similar program targeted to adults, indicates the need to include this in any successful intervention for juveniles. Training related to protocols and the factors that contribute to DMC are important to the efforts to reduce DMC and essential for community partners to understand. The BPD will coordinate with the Area Racial Equity Alliance to offer Phase 1 and 2 Racial Equity Workshops to community partners and identified personnel. Systems change will occur through policies and training that insists on objective processes to remove implicit bias and insure that deflection and diversion is the forethought at each decision point. We will focus on efforts to address factors that contribute to DMC at the arrest, referral and diversion decision points. We will also institute a standard assessment tool with objective criteria for response to juveniles. Partners currently identified to provide direct services to targeted youth include the Department of Social Services, Crossroads Sexual Assault Response and Resource Center, Exchange Club's Family Center, Teen Court, and the Salvation Army Boys and Girls Club. Other collaborations are with the Youth Solutions Coordinator, funded by the City of Burlington, who will assess available evidence-based services that have a successful track record in culturally competent and effective interventions for children and teens. We will also identify gaps in services and work with the Youth Solutions Coordinator to build an inventory of needed interventions. Travel expenses will largely consist of employee mileage. Operational expenses include office supplies, cell phones and service, and computers for the YDDP Coordinator and dedicated Mental Health Professional.

Project Narrative Summary: Please provide additional information about your project application.

Over half of the crime in Alamance County occurs in the Burlington Police Department's jurisdiction. Since 2013, the Burlington Police Department has embarked on a data driven model of continuous improvement and proactively pursues partnerships in the community. It has piloted a successful Lethality Assessment Program and trained 35% of its officers in Crisis Intervention Training. Most recently, the City Council has created an initiative to prevent crime among children from birth to adulthood. All of these trainings and policy discussions have positioned the Burlington Police Department in a way that sets the stage for dramatic change. The Governor's Crime Commission grant permits us to gain a substantive foothold. We believe that as a mid-size policy agency, we would provide an excellent example to other agencies about what is possible when motivated individuals leverage resources to combat challenging issues in the community.

Ongoing – conduct monthly partner meetings to develop and maintain a coordinated response to juvenile offenders in the City of Burlington
 October 2019 - Hire YDDP Coordinator Oct – March 2020 – Inventory evidence-based programs for youth in City of Burlington, with focus on initiatives known to reduce juvenile recidivism
 November 2019 - Hold Racial Equity Training, Phases 1 December 2019 – Evaluate progress
 February 2020 - Hold Racial Equity Training, Phases 1 March 2020 – Evaluate progress May 2020 - Hold Racial Equity Training, Phases 1 & 2
 May – December 2020 – Develop system of response that is objective, unbiased and focuses on deflection and diversion, as well as offers alternatives to juvenile justice system.
 June 2020 – Evaluate progress August 2020 - Hold Racial Equity Training, Phases 1 & 2 September 2020 – Evaluate progress
 October 2020 – Print literature to mail in water bills November 2020 - Hold Racial Equity Training, Phases 1
 February 2021 - Hold Racial Equity Training, Phases 1 March 2021 – Evaluate increases in youth diversion and reduction in Disproportionate Minority Contact
 May 2021 - Hold Racial Equity Training, Phases 1 & 2 August 2021 - Hold Racial Equity Training, Phases 1 & 2 September 2021 – Evaluate increases in youth diversion and reduction in Disproportionate Minority Contact
 September 2021 – Print literature to mail in water bills

Goals

Goal 1 - Goal – Disrupt the cycle of juvenile justice involvement and subsequent arrest record for juveniles, ages 6 – 18, who have a first-time encounter with law enforcement through the Burlington Police Department.

Objectives

Objective 1	Performance Measure	Evaluation Method
Create systems change through policies and processes that support options to deflect and divert juveniles away from the criminal justice system, with an emphasis on reducing Disproportionate Minority Contact (DMC).	By December 2020, protocols and a standard assessment tool, by which the Burlington Police Department and community partners operate, will be utilized.	Survey to assess community partners' utilization of the standard assessment tool and change in referrals to the Department of Juvenile Justice.
Objective 2 Establish an inventory of evidence-based services and a system to recruit area agencies for provision of evidence-based services.	Performance Measure By March 2020, BPD law enforcement officers and community partners will have a list of evidence based services to which deflected/diverted youth can be referred for strategic and intentional services and will increase referrals by 50%.	Evaluation Method Number of juvenile referrals to, and contacts with, identified agencies.
Objective 3 Provide training about revised policies and processes, as well as Racial Equity Training, to school resource officers and community partners.	Performance Measure By September 2021, provide training to six school resource officers, 10% of school personnel and 100% of professionals who make decisions about youth petition.	Evaluation Method Training and class rosters of attendees.
Objective 4 Lower the number of juvenile arrests (472) in the City of Burlington by 5% and increase the number of referrals to youth service agencies by 50%.	Performance Measure By September 2021, lower the number of juvenile arrests by 5%, from 472 to 448, and realize a proportional decrease of 5% in DMC.	Evaluation Method Burlington PD juvenile arrest records.

Budget Summary

This project requires a match of **25%**. This can be either cash match or in-kind match. If you have not met the required match, you can change the match contributions by clicking the link next to each budget line. Matching funds may include local, state or private funds, but not other federal funds.

Category	Year 1	Year 2	Total
CONTRACTUAL	\$36,076.00	\$43,152.00	\$79,228.00
EQUIPMENT	\$10,399.92	\$0.00	\$10,399.92
PERSONNEL	\$128,419.08	\$128,419.08	\$256,838.16
SUPPLIES	\$7,152.00	\$7,152.00	\$14,304.00
TRAVEL	\$19,554.00	\$19,554.00	\$39,108.00

Category	Year 1	Year 2	Total
Total Budget	\$201,601.00	\$198,277.08	\$399,878.08
(-)Match Funds	\$50,400.25	\$49,569.27	\$99,969.52
TOTAL FEDERAL REQUEST	\$151,200.75	\$148,707.81	\$299,908.56

Describe amount & source of matching funds.

Matching funds may include local, state or private funds, but not other federal funds. The City of Burlington will pay 25% of all expenses for both years of funding for a total for the two years of \$99,969.52.

Indirect Costs Direct (Allocated) Costs Only.

Budget Details

Description	Quantity	Unit Cost	Total	Cash Match	Federal Share
SalariesYouth Diversion Coordinator	12.00	\$4,167.00	\$50,004.00	\$12,501.00	\$37,503.00
SalariesJuvenile Mental Health Professional	12.00	\$5,018.00	\$60,216.00	\$15,054.00	\$45,162.00
Fringe Benefits:FICA (7.65%)	12.00	\$318.88	\$3,826.56	\$956.64	\$2,869.92
Fringe Benefits:Hospitalization	12.00	\$656.00	\$7,872.00	\$1,968.00	\$5,904.00
Fringe Benefits:Retirement	12.00	\$333.36	\$4,000.32	\$1,000.08	\$3,000.24
Fringe Benefits:Other:401k	12.00	\$208.35	\$2,500.20	\$625.05	\$1,875.15
Office Supplies	12.00	\$60.00	\$720.00	\$180.00	\$540.00
Cell Phone	12.00	\$120.00	\$1,440.00	\$360.00	\$1,080.00
Informational Literature	12.00	\$416.00	\$4,992.00	\$1,248.00	\$3,744.00
In-State:Mileage:Cab Fare Clients	50.00	\$20.00	\$1,000.00	\$250.00	\$750.00
In-State:Mileage:Employee Mileage	12.00	\$54.50	\$654.00	\$163.50	\$490.50
In-State:Registration Fees:Racial Equity Institute, Phase 1	40.00	\$275.00	\$11,000.00	\$2,750.00	\$8,250.00
In-State:Registration Fees:Racial Equity Institute, Phase 1 training for Alum	40.00	\$35.00	\$1,400.00	\$350.00	\$1,050.00
Computer	2.00	\$5,199.96	\$10,399.92	\$2,599.98	\$7,799.94
In-State:Registration Fees:Racial Equity Institute Phase 2	20.00	\$275.00	\$5,500.00	\$1,375.00	\$4,125.00
SalariesYouth Diversion Coordinator::2nd Year	12.00	\$4,167.00	\$50,004.00	\$12,501.00	\$37,503.00
SalariesJuvenile Mental Health Professional::2nd Year	12.00	\$5,018.00	\$60,216.00	\$15,054.00	\$45,162.00
Fringe Benefits:FICA (7.65%)::2nd Year	12.00	\$318.88	\$3,826.56	\$956.64	\$2,869.92
Fringe Benefits:Hospitalization::2nd Year	12.00	\$656.00	\$7,872.00	\$1,968.00	\$5,904.00
Fringe Benefits:Retirement::2nd Year	12.00	\$333.36	\$4,000.32	\$1,000.08	\$3,000.24
Fringe Benefits:Other:401k::2nd Year	12.00	\$208.35	\$2,500.20	\$625.05	\$1,875.15
Office Supplies::2nd Year	12.00	\$60.00	\$720.00	\$180.00	\$540.00
Cell Phone::2nd Year	12.00	\$120.00	\$1,440.00	\$360.00	\$1,080.00
Informational Literature::2nd Year	12.00	\$416.00	\$4,992.00	\$1,248.00	\$3,744.00
In-State:Mileage:Cab Fare Clients::2nd Year	50.00	\$20.00	\$1,000.00	\$250.00	\$750.00
In-State:Mileage:Employee Mileage::2nd Year	12.00	\$54.50	\$654.00	\$163.50	\$490.50

Description	Quantity	Unit Cost	Total	Cash Match	Federal Share
In-State:Registration Fees:Racial Equity Institute, Phase 1::2nd Year	40.00	\$275.00	\$11,000.00	\$2,750.00	\$8,250.00
In-State:Registration Fees:Racial Equity Institute, Phase 1 training for Alum::2nd Year	40.00	\$35.00	\$1,400.00	\$350.00	\$1,050.00
In-State:Registration Fees:Racial Equity Institute Phase 2::2nd Year	20.00	\$275.00	\$5,500.00	\$1,375.00	\$4,125.00
Mediation Services (One Step Further)	1,244.00	\$29.00	\$36,076.00	\$9,019.00	\$27,057.00
Mediation Services (One Step Further)::2nd Year	1,488.00	\$29.00	\$43,152.00	\$10,788.00	\$32,364.00

Job Information

Employee/Contractor/Volunteer Name
(Year 1)

Position Type
Personnel

Job Type
Full Time

Job Duties
The Youth Diversion Coordinator will organize training, cultivate community partners and coordinate the provision of comprehensive deflection and diversion services for juveniles in the City of Burlington. Also they will assess all reported juvenile contacts in the City of Burlington and work with partners to target specific interventions. Monitor and provide case management for deflected/diverted cases to assist juvenile and their family with meeting their goals. Collaborate with partners to develop policies and protocols for systems change. Work with the Youth Solutions Coordinator on asset mapping and service inventory. Coordinate training for law enforcement and partners.

Job Title
Youth Diversion Coordinator

Professional Licensure

Time Spent
100%

Fringe Benefits
FICA – \$3825.30 (7.65%); Health, Dental & Life Insurance - \$656 per month; Retirement - \$4,000 (8%); 401K - \$2,500 – (5%)

Employee/Contractor/Volunteer Name
(Year 1)

Position Type
Personnel

Job Type
Full Time

Job Duties
The mental health professional will assess juveniles to identify mental health needs and provide applicable counsel to diverted youth. Provide community crisis intervention, diagnostic evaluation and emergency response for juvenile mental health crises. Provide in-home comprehensive assessments and collaborate with the Youth Diversion Coordinator regarding referrals to community services. Provide short-term counseling to juveniles and their family. Provide in-house training to community partners.

Job Title
Juvenile Mental Health Professional

Professional Licensure

Time Spent
100%

Fringe Benefits

Employee/Contractor/Volunteer Name
(Year 2)

Position Type
Personnel

Job Type
Full Time

Job Duties
The Youth Diversion Coordinator will organize training, cultivate community partners and coordinate the provision of comprehensive

Job Title
Youth Diversion Coordinator

Professional Licensure

Time Spent
100%

Fringe Benefits
FICA – \$3825.30 (7.65%); Health, Dental & Life Insurance - \$656 per month; Retirement - \$4,000 (8%); 401K - \$2,500 – (5%)

deflection and diversion services for juveniles in the City of Burlington. Also they will assess all reported juvenile contacts in the City of Burlington and work with partners to target specific interventions. Monitor and provide case management for deflected/diverted cases to assist juvenile and their family with meeting their goals. Collaborate with partners to develop policies and protocols for systems change. Work with the Youth Solutions Coordinator on asset mapping and service inventory. Coordinate training for law enforcement and partners.

Employee/Contractor/Volunteer Name

(Year 2)

Job Title

Juvenile Mental Health Professional

Position Type

Personnel

Professional Licensure

Job Type

Full Time

Time Spent

100%

Job Duties

The mental health professional will assess juveniles to identify mental health needs and provide applicable counsel to diverted youth. Provide community crisis intervention, diagnostic evaluation and emergency response for juvenile mental health crises. Provide in-home comprehensive assessments and collaborate with the Youth Diversion Coordinator regarding referrals to community services. Provide short-term counseling to juveniles and their family. Provide in-house training to community partners.

Fringe Benefits

Certification

A. Certification of Non-Supplanting

- ✓ The applicant hereby certifies that federal funds will not be used to supplant or replace State or local funds, but will instead be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for project activities.

B. Certification of Filing an Equal Employment Opportunity Program

- * The project director certifies that the applicant/grantee has formulated an Equal Opportunity Program, which is dated 2019-03-15 in accordance with the Amended Equal Employment Opportunity Guidelines (28 C.F.R. 42.301, et seq.) and that it is on file in the office of:

Office: City of Burlington (Human Resources)

Name: Jaime Joyner

Title: Human Resource Director

Address: 237 West Maple Avenue Burlington NC 27215

Telephone: 336-222-5061

The project director certifies that the Amended Equal Employment Guidelines (28 C.F.R. 42.301, et seq.) have been read and that no Equal Employment Opportunity Program is required to be filed by the implementing agency because:

C. Certification of Submission of Annual Audit:

- ✓ The financial officer certifies that a copy of the annual audit will be submitted to the Office of the State Auditor and the Governor's Crime Commission, as required by General Statute 143C-6-23. NOTE: If you receive, expend, or obligate over \$750,000 in State and Federal pass-through grants funds received directly from a State agency, then you must file a "yellow book" audit, done by a CPA, with your funding agencies and with the Office of State Budget and Management.

D. Certification of Submission of Current Annual Operating Budget:

- ✓ The project director certifies that a copy of the implementing agency's current annual operating budget will be submitted upon request.

E. Certification that Applicant is Eligible to Receive Federal Funds:

- ✓ The project director certifies that neither the grant applicant nor any of its officers, directors or consultants are presently debarred, proposed for debarment, suspended, declared ineligible or voluntarily excluded from receiving federal funds. [If the director cannot make this certification, an explanation must be attached. If this certification cannot be provided, the applicant will not necessarily be denied participation in this program. The certification or explanation will be considered in connection with the determination by the Governor's Crime Commission as to whether or not to approve the application. However, if neither the certification nor an explanation is provided, the application will be rejected.]

F. Certification Regarding Lobbying:(for agencies receiving \$100,000 or more)

- ✓ The project director certifies that (1) no federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any agreement; (2) If any non-federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal grant, the project director shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions

G. Drug Free Workplace Compliance: (for state agencies only)

- ✓ The project director certifies that (1) a drug-free workplace awareness program was held on and/or will be held annually on which all grant project employees are required to attend; (2) a copy of the agenda of that program, including an attendance sheet signed by all employees, will be provided to the Governor's Crime Commission; (3) a statement will be published notifying employees that any unlawful involvement with a controlled substance is prohibited in the grantees workplace and that specific actions will be taken against employees who violate this rule; (4) all employees will receive a copy of this notice; (5) all employees must agree to abide by the statement and to notify the applicant of any criminal drug statute conviction for a violation occurring in the workplace within 5 days of the conviction; (6) within 10 days of receiving such notice, the applicant will inform the Governor's Crime Commission of an employee's conviction; (7) any employee so convicted will be disciplined or required to complete a drug abuse treatment program; and (8) the applicant will make a good faith effort to maintain a drug-free workplace, in accordance with the requirements of Sections 5153 and 5154 of the Anti-Drug Abuse Act of 1988 and Sections 8103 and 8104 of Title 41 of the United States Code.

H. Certification of Compliance with General Statute 114-10.01: (for law enforcement agencies only)

- ✓ The project director certifies that the implementing agency is presently in compliance and will remain in compliance with the traffic stop reporting provisions of General Statute 114-10.01 for the duration of the funded project. An agency may be in compliance with the reporting provisions of General Statute 114-10.01 where traffic stops are reported to the Division of Criminal Information, North Carolina Department of Justice, or where the agency does not meet any of the statutory criteria requiring the reporting of stops. A listing of law enforcement agencies currently required to report traffic stop information may be found at <http://www.ncdoj.gov/AgenciesRequiredList.aspx>.

I. IRS Form 990 and IRS Form 990-EZ:

The project director certifies that the most recently-filed IRS Form 990 ("Return of Organization Exempt From Income Tax") or IRS Form 990-EZ ("Short Form Return of Organization Exempt from Income Tax") for the implementing agency has been uploaded with this project application as one or more pdf (Portable Document Format) attachments.

The project director certifies that neither an IRS Form 990 nor an IRS Form 990-EZ has been uploaded with this project application for the following reason:

The implementing agency is not a nonprofit organization.

- The implementing agency is a nonprofit organization that is exempt from the requirement to file an IRS Form 990 or an IRS Form 990-EZ.

The implementing agency is a nonprofit organization that is not exempt from the requirement to file an IRS Form 990 or an IRS Form 990-EZ and that has not to-date filed an IRS Form 990 or an IRS Form 990-EZ.

Attachments

+ 10/10/17

File Name	Description	
Certification of Compliance with 8 U.S.C 1373 (2) GCC.pdf	Certification of Compliance with 8 U.S.C 1373 (Exchange of Information concerning Citizenship) 2	RENAME
Letter of Support, United Way.pdf	Letter of Support United Way	RENAME
EEOP Unlawful Discrimination.pdf	EEOP Unlawful Discrimination - EEOP Report	RENAME
SAMS Verification.pdf	SAMS Verification 2	RENAME
Police Licensed Social Worker Job Description 5.15.18.docx	Police Licensed Social Worker Job Description	RENAME
Youth Diversion Grant.pdf	Youth Diversion Grant Overview	RENAME
Community Relations Division SRO Roster.doc	Staff Roster (Community Relations Division SRO Roster)	RENAME
Memorandum of Agreement Alamance Juvenile Mediation Pilot Program.pdf	MOU - Youth Deflection/Diversion Program Memorandum of Agreement	RENAME
Lobbying Activities.pdf	Certication Lobbying Activities	RENAME
Youth Diversion Coordinator Job Description (2) Final.doc	Youth Diversion Coordinator Job Description	RENAME
City of Burlington Purchasing Manual.pdf	Purchasing or Procurement Policy	RENAME
Youth Diversion Grant Modification Conditions Letter Signed.pdf	Modification Conditions Letter Completed and Signed	RENAME
Whistle Blower Policy - Code of Ethics.pdf	Code of Ethics (Whistle Blower Policy)	RENAME
Certification of Compliance with 8 U.S.C 1373.pdf	Certification of Compliance with 8 U.S.C 1373 (Exchange of Information concerning Citizenship)	RENAME
2019 Juvenile Justice Modifications_BurlingtonPD_13527.pdf	2019 Juvenile Justice Modifications_BurlingtonPD_13527	RENAME
Copy of Budget Narrative, Revised per GCC Modification Conditions.xlsx	Budget Narrative, Revised per Modification Conditions	RENAME
City of Burlington, NC SAMS Information.JPG	City of Burlington SAMS Information	RENAME
Travel Policy.pdf	Travel Policy	RENAME
Supply List Descriptions[1791].docx	Office Supplies List	RENAME
IRS Letter Concerning Tax Status.pdf	Letter Concerning Tax Status for Municipal Governments	RENAME
Drug Free Workplace Compliance - Drug and Alcohol Policy.pdf	Drug and Alcohol Policy	RENAME
City of Burlington URL.docx	Burlington, NC (URL)	RENAME
Agency Description.docx	Agency Description	RENAME



City Council Meeting Agenda Request

AGENDA ITEM:

Outdoor Dining Flexibility

Meeting Date:

May 19, 2020

Department:

Planning Department
Economic Development
City Administration

Presenter/Submitted by:

City Manager, Hardin Watkins
Economic Development Director,
Peter Bishop
Director of Planning and Transportation,
Mike Nunn

Summary

Staff members from the City's Planning, Economic Development and City Administration will discuss some creative temporary options City Council can consider allowing restaurants more flexibility in establishing outdoor seating areas adjacent or nearby their businesses.

Background

North Carolina is going through a phased business reopening from COVID-19, with restaurants and bars scheduled to open on May 22nd at 50% or less capacity due to social distancing requirements. Many Burlington restaurants have small dining areas and limited outdoor seating opportunities besides parking lots. Opening at 50% may not be feasible for some without some flexible options as the costs and risks are too high without 100% of tables to sell food to. City officials are analyzing best practices from around NC and the US to suggest practical adjustments to our regulations to allow a fuller, more cost-effective opening for our restaurant community.

Financial Impact/Projected Cost

N/A

Funding Source

N/A

Recommendation

City staff recommends having discussion about options to offer outdoor dining flexibility for gradual reopening phases from COVID-19.

Action Requested/Date

[May 19, 2020 City Council Meeting discussion.]

City Manager Comments/Recommendation:

[Discuss options with City staff for possible future consideration. Staff across multiple departments have engaged in discussions how to modify regulations and interpretations to provide flexibility while maintaining integrity of the safety and liability components of city and county rules.]

Suggested Motion(s)

[City Council will discuss allowing restaurants more flexibility in establishing outdoor seating areas adjacent or nearby their businesses during phased reopening from COVID-19.]

Attachments (Number & List Each Item)

1. [City of Burlington Code of Ordinances: Article VII - Outdoor Dining and Sidewalk Cafes
2. City of Burlington Code of Ordinances: Food Truck
3. UDO Outdoor Food Dining Materials
4. Temporary Use Permit for Outdoor Dining
5. Temporary Uses
6. Planning Dept – Fee Schedule]

ARTICLE VII. - OUTDOOR DINING AND SIDEWALK CAFES

Sec. 34-176. - Purpose and applicability of article.

The provisions of this article shall apply to the establishment, operation and maintenance of outdoor displays and cafes in zoning districts where permitted by the Zoning Ordinance. The purpose of this article is to promote the general economic development and atmosphere of these districts for the benefit of all businesses and citizens located there, and no rights of individuals or individual businesses are created in this article. The city manager or his or her designee shall have broad discretion to grant, modify or revoke permits issued pursuant to this article in the interests of improving the public health, safety and welfare.

(Ord. No. 04-53, § 1, 10-5-2004; 8-21-18 recodification)

Sec. 34-177. - Definitions.

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

Administrator. The city manager or his or her designee or another person authorized by the city manager to enforce this article.

Depot. That area located at the intersection of Front Street and Main Street.

Encroachment. Stands, tables, umbrellas, chairs, displays, signs, banners, flags, objects related to the business, or other items for sale on the public right-of-way, sidewalk or common area on public property.

Outdoor cafe. The placing, locating or permitting of the placing or locating of chairs and tables on the right-of-way, such as sidewalks, adjacent to a business licensed to operate as an eating establishment where food and/or other refreshments are served, or upon public property within designated areas.

Permittee. The recipient of an encroachment permit under the terms and provisions of this article.

Sidewalk. That area of the public right-of-way between the curblines or the lateral lines of a roadway and the adjacent property lines reserved for pedestrian traffic, not including street crossings.

(Ord. No. 04-53, § 1, 10-5-2004)

Sec. 34-178. - Permit required.

- (a) It shall be unlawful for any person to create, establish, operate, maintain or otherwise be engaged in the business of running an outdoor cafe, or place any items upon the sidewalks or public property, where permitted unless he shall hold a currently valid permit issued under the terms of this article.

- (b) Permits shall be issued only to businesses that wish to provide tables and chairs or other objects related to their business on the public property adjacent to their businesses for use by the general public.

(Ord. No. 04-53, § 1, 10-5-2004; 8-21-18 recodification)

Sec. 34-179. - Application for permit; fee.

- (a) Application for the permit required by this article shall be made at the planning department in a form deemed appropriate by the city manager or his or her designee. Such application shall include but not be limited to the following information:
 - (1) Name, home and business address and telephone number of the applicant, and the name and address of the owner of the business if other than the applicant.
 - (2) Name and telephone number of a responsible person whom the city may notify or contact at any time concerning the applicant's encroachment.
 - (4) Proof of current liability insurance, in compliance with standards set by the city council annually, issued by an insurance company licensed to do business in the state, protecting the licensee and the city from all claims for damage to property and bodily injury, including death, that may arise from operation under or in connection with the encroachment permit. Such insurance shall name the city as an additional insured and shall provide that the policy shall not terminate or be canceled prior to the expiration date without thirty (30) days' advance written notice to the city. The policy shall be a minimum required amount as determined by the city's risk management division.
 - (5) A sketch to scale of the proposed location showing the layout and dimensions of the existing public area and adjacent private property.
 - (6) Proof of any required ABC license, health permits or other state permits for the business involved.
 - (7) Photographs, drawings or manufacturers' brochures fully describing the appearance of all proposed tables, chairs, umbrellas or other objects related to the business.
- (b) Not later than fifteen (15) days after the filing of a completed application for a temporary encroachment permit, the applicant shall be notified by the planning department of the decision on the issuance or denial of the permit. Upon issuance of the permit, an annual fee shall be due and payable as fixed from time to time by the city council and as set forth in the fee schedule. This fee is in addition to the business license fee required for operation within the city. No fees shall be charged for encroachments solely for the purpose of beautification, but all other provisions of this article shall apply.
- (c) An owner or operator who establishes outdoor dining without a permit required by this section, shall immediately, upon notice by any authorized city official, remove all tables, chairs and equipment from the sidewalk or public property. No outdoor dining at that

location shall be permitted until the owner or operator shall have applied for and obtained the required permit.

(Ord. No. 04-53, § 1, 10-5-04; 8-21-18 recodification)

Sec. 34-180. - Prohibited acts.

(a) No merchant, vendor, business or property owner shall:

- (1) Place any items for sale or other equipment, tables or chairs on any portion of the public property other than that directly abutting his existing place of business without the written consent of adjacent landowners and businesses.
- (2) Block or restrict the passageway to less than four (4) feet in width, or block ingress or egress to or from any building. In areas of congested pedestrian activity, the administrator is authorized to require a wider pedestrian path, as circumstances dictate. Also, no items shall be placed so as to block any driveway, crosswalk, bus stop or counter service window.
- (3) Sublicense the encroachment area separately to non-occupants of the premises.
- (4) Place objects around the perimeter of an area occupied by tables and chairs that would have the effect of forming a physical or visual barrier, except within the depot.
- (5) Use tables, chairs, umbrellas and any other objects of such quality, design, materials and workmanship that are not authorized by the administrator.
- (6) Use umbrellas or other decorative material that are not fire-retardant, pressure-treated or manufactured of fire resistive material.
- (7) Fail to secure permission of the landlord where a building has multiple occupants.
- (8) Vend or display without the insurance coverage specified.
- (9) Sound or permit the sounding of any device on the public property that produces a loud noise or use or operate any loudspeaker, public address system, radio, sound amplifier or similar device in violation of the noise regulations.
- (10) Fail to pick up, remove and dispose of all trash or refuse left by the business on the public right-of-way or public property.
- (11) Store, park or leave any stand or items of merchandise overnight on any street or sidewalk, except for tables and chairs, which may be kept in the permitted area at the permittee's risk.
- (12) Store, park or leave any vehicle, truck or trailer within the encroachment area.
- (13) Block access to fire hydrants or fire department connections (FDC).

(b) The encroachment permit is a temporary license that may be denied, suspended or revoked for any conduct that is contrary to the provisions of this article or for conduct of the business in such a manner as to create a public nuisance or constitute a danger to the operator's or

the public's health, safety or welfare. No property right is created by this article, and the decision of the city manager shall be final.

(Ord. No. 04-53, § 1, 10-5-2004)

Sec. 34-182. - Form and conditions of permit.

The permit required by section 34-178 shall be issued on a form deemed suitable by the city manager or his or her designee. In addition to naming the permittee and any other information deemed appropriate by the city manager or his or her designee, the permit shall contain the following conditions:

- (1) Each permit shall be effective for one (1) year from the date of issuance, subject to annual renewal, unless revoked or suspended prior to expiration. When a permit is revoked, the prorated fee for any full quarter year remaining shall be refunded. No fees will be refunded for periods of suspension.
- (2) The permit issued shall be personal to the permittee only and shall not be transferable in any manner.
- (3) The permit may be suspended by the administrator when necessary to clear the public property for public safety for a community or special event authorized by the city. All items shall be removed by the permit holder when requested by the city.
- (4) The city manager or his or her designee may require the temporary removal of items within the encroachment area when street, sidewalk, common area or utility repairs necessitate such action.
- (5) The permit shall be specifically limited to the area shown on the plat diagram attached to the permit application. As a condition of approval, the city may reduce and otherwise reconfigure the proposed area and the number of requested chairs, tables, and items within the encroachment area.
- (6) The encroachment area covered by the permit shall be maintained in a neat and orderly appearance at all times, and the area shall be cleared of all debris on a periodic basis during the day and again at the close of each business day.
- (7) No advertising is permitted (except for the posting of prices) on any stand or item, except to identify the name of the product.
- (8) No tables or chairs or any other parts of the business shall be attached, chained or in any manner affixed to any tree, post, sign or other fixtures, curb or sidewalk within or near the permitted area. No additional outdoor seating authorized under this article shall be used for calculating seating requirements pertaining to location of, application for or issuance of an ABC license for any establishment or be used as the basis for

computing required seating for restaurants and dining rooms, or as grounds for claiming exemption from such requirements under the provisions of any city ordinance or state law.

- (9) The issuance of a permit does not grant or infer vested rights to use of the area by the permittee. The city retains the right to deny the issuance of a permit or the renewal of a permit for any reason. In addition, the city retains the right to suspend or repeal a permit at any time and for any reason.
- (10) Tables, chairs, umbrellas and any other objects provided shall be maintained with a clean and attractive appearance and shall be kept safe and in good repair at all times.
- (11) The city retains the right to suspend the privilege of using glass containers within the encroachment area during major festivals and events and when streets are closed. The use of glass containers will be revoked if an incident jeopardizes the health, safety and welfare of customers or the general public. Any violation of state or local laws may also result in a revocation of this privilege. Repeated offenses may result in revocation or denial of the encroachment permit.
- (12) The serving and consumption of alcoholic beverages in sidewalk encroachments are limited to patrons seated at tables.
- (13) The city may require the posting or placement of the permit and relevant notices to facilitate the administration and enforcement of this article.

(Ord. No. 04-53, § 1, 10-5-2004)

Sec. 34-183. - Denial, suspension or revocation of permit; removal of property by city.

- (a) *Grounds for denial, suspension or revocation; removal of property by city.* The city manager or his or her designee may deny, revoke or suspend a permit issued under this article at any time for any business authorized in the city if it is found that:
 - (1) Any necessary business or health permit has been suspended, revoked or canceled.
 - (2) The permittee does not have insurance in force that is correct and effective in the minimum amount required by the city.
 - (3) Changing conditions of pedestrian or vehicular traffic cause congestion necessitating removal of the encroachment. Such decision shall be based upon findings of the administrator that the minimum four-foot pedestrian path is insufficient under existing circumstances and represents a danger to the health, safety or general welfare of pedestrians or vehicular traffic.
 - (4) The permittee has failed to correct violations of this article or conditions of his permit upon receipt of the city manager's or his or her designee notice of the violation delivered in writing to the permittee.

- (5) The permittee has failed to take positive actions to prohibit violations from reoccurring.
- (6) The permittee has failed to make modifications upon receipt of the city manager's or his or her designee notice to make such modifications delivered in writing to the permittee.

Tables, chairs and other vestiges of the business may be removed by the department of public works, and a reasonable fee charged for labor, transportation and storage, should the permittee fail to remove the items within thirty-six (36) hours of receipt of the administrator's final notice to do so for any reason provided for under this article. If the action is taken based on subsection (a)(2) or (3) of this section, the action shall become effective upon the receipt of such notice and the permittee shall have four (4) hours to remove the items.

- (b) *Notice of denial or revocation.* Upon denial or revocation, the administrator shall give notice of such action to the applicant or the permittee, in writing, stating the action that has been taken and the reason therefore. The action shall be effective upon giving such notice to the permittee.
- (c) *Appeals.* The permittee shall have the right of appeal and shall give notice of appeal within five (5) working days from receipt of notice. An appeal does not stay the denial or revocation of the encroachment permit. The hearing shall be held within two (2) working days from the date of notice of the request. The permittee or applicant may be represented by an attorney and may present witnesses, affidavits and any relevant documentary evidence. Formal rules of evidence shall not apply. The city manager or his designee shall notify the permittee or applicant of his determination in writing.

(Ord. No. 04-53, § 1, 10-5-2004)

Sec. 34-184. - Penalty.

Any violation of this section shall subject the offender to a civil penalty in the amount of two hundred dollars (\$200.00). Any duly authorized local government official is authorized to issue this civil citation and the violator shall pay the penalty to the city tax collector's office within ten (10) days of receipt. The failure of such violator to pay the civil penalty within the specified time shall subject such violator to a civil action to collect all penalties and costs for said violation and any civil penalty that has not been paid which delinquent notice was sent shall carry an additional late payment penalty of twenty-five (\$25.00). Continued violation or continuing violations shall subject the violator to separate, distinct and successive civil penalties.

In addition to or in lieu of the foregoing remedies, violations of this section may be enforced by any one (1) or more of the remedies authorized by the provisions of G.S. 14-4 or G.S. 160A-175. (Ord. No. 04-53, § 1, 10-5-2004)

ARTICLE VII. - OUTDOOR DINING AND SIDEWALK CAFES

Sec. 34-176. - Purpose and applicability of article.

The provisions of this article shall apply to the establishment, operation and maintenance of outdoor displays and cafes in zoning districts where permitted by the Zoning Ordinance. The purpose of this article is to promote the general economic development and atmosphere of these districts for the benefit of all businesses and citizens located there, and no rights of individuals or individual businesses are created in this article. The city manager or his or her designee shall have broad discretion to grant, modify or revoke permits issued pursuant to this article in the interests of improving the public health, safety and welfare.

(Ord. No. 04-53, § 1, 10-5-2004; 8-21-18 recodification)

Sec. 34-177. - Definitions.

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

Administrator. The city manager or his or her designee or another person authorized by the city manager to enforce this article.

Depot. That area located at the intersection of Front Street and Main Street.

Encroachment. Stands, tables, umbrellas, chairs, displays, signs, banners, flags, objects related to the business, or other items for sale on the public right-of-way, sidewalk or common area on public property.

Outdoor cafe. The placing, locating or permitting of the placing or locating of chairs and tables on the right-of-way, such as sidewalks, adjacent to a business licensed to operate as an eating establishment where food and/or other refreshments are served, or upon public property within designated areas.

Permittee. The recipient of an encroachment permit under the terms and provisions of this article.

Sidewalk. That area of the public right-of-way between the curblines or the lateral lines of a roadway and the adjacent property lines reserved for pedestrian traffic, not including street crossings.

(Ord. No. 04-53, § 1, 10-5-2004)

~~Sec. 34-179. - Permit required. Conditions of Operation~~

~~(a) Shall be allowed in the City of Burlington as an accessory use by right in all zone districts where eating, dining, and consumption businesses are allowed, per the following Conditions of Operation:~~

~~It shall be unlawful for any person to create, establish, operate, maintain or otherwise be engaged in the business of running an outdoor cafe, or place any items upon the sidewalks or public property, where permitted unless he shall hold a currently valid permit issued under the terms of this article.~~

~~(b) (b) Permits shall be issued only to businesses that wish to may provide tables and chairs or other objects related to their business on the public property adjacent to their businesses for use by the general public.~~

(Ord. No. 04-53, § 1, 10-5-2004; 8-21-18 recodification)

~~Sec. 34-179. - Application for permit; fee.~~

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~~(a) Application for the permit required by this article shall be made at the planning department in a form deemed appropriate by the city manager or his or her designee. Such application shall include but not be limited to the following information:~~

~~(1) Name, home and business address and telephone number of the applicant, and the name and address of the owner of the business if other than the applicant.~~

~~(2) Name and telephone number of a responsible person whom the city may notify or contact at any time concerning the applicant's encroachment.~~

~~(4) Businesses shall Proof of possess current liability insurance, in compliance with standards set by the city council annually, issued by an insurance company licensed to do business in the state, protecting the licensee and the city from all claims for damage to property and bodily injury, including death, that may arise from operation under or in connection with the encroachment permit. Such insurance shall name the city as an additional insured and shall provide that the policy shall not terminate or be canceled prior to the expiration date without thirty (30) days' advance written notice to the city. The policy shall be a minimum required amount as determined by the city's risk management division.~~

~~(5) Obtain approval from property owner and any adjacent private property owners. A sketch to scale of the proposed location showing the layout and dimensions of the existing public area and adjacent private property.~~

~~(6) Obtain Proof of any required ABC license, health permits or other state permits for the business involved.~~

~~(7) Photographs, drawings or manufacturers' brochures fully describing the appearance of all proposed tables, chairs, umbrellas or other objects related to the business.~~

~~(b) Not later than fifteen (15) days after the filing of a completed application for a temporary encroachment permit, the applicant shall be notified by the planning department of the decision on the issuance or denial of the permit. Upon issuance of the permit, an annual fee shall be due and payable as fixed from time to time by the city council and as set forth in the fee schedule. This fee is in addition to the business license fee required for operation within the city. No fees shall be charged for encroachments solely for the purpose of beautification, but all other provisions of this article shall apply.~~

~~(c) An owner or operator who establishes outdoor dining without a permit required by this section, shall immediately, upon notice by any authorized city official, remove all tables, chairs and equipment from the sidewalk or public property. No outdoor dining at that location shall be permitted until the owner or operator shall have applied for and obtained the required permit.~~

~~(Ord. No. 04-53, § 1, 10-5-04; 8-21-18 recodification)~~

~~Sec. 34-180. **Prohibited acts.**~~

~~(a) No merchant, vendor, business or property owner shall:~~

~~(1) Place any items for sale or other equipment, tables or chairs on any portion of the public property other than that directly abutting his existing place of business without the written consent of adjacent landowners and businesses.~~

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(2) Block or restrict the passageway to less than four (4) feet in width, or block ingress or egress to or from any building ~~nor place. In areas of congested pedestrian activity, the administrator is authorized to require a wider pedestrian path, as circumstances dictate. Also, no items shall be placed~~ so as to block any driveway, crosswalk, bus stop or counter service window.

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(3) ~~Sublicense the encroachment area separately to non-occupants of the premises.~~

(4) ~~P~~lace objects around the perimeter of an area occupied by tables and chairs that would have the effect of forming a physical or visual barrier, except within the depot.

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(5) ~~Use tables, chairs, umbrellas and any other objects of such quality, design, materials and workmanship that are not authorized by the administrator.~~

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(6) Use umbrellas or other decorative material that are not fire-retardant, pressure-treated or manufactured of fire resistive material.

(7) Fail to secure permission of the landlord where a building has multiple occupants.

(8) Vend or display without the insurance coverage specified.

(9) Sound or permit the sounding of any device ~~on the public property~~ that produces a loud noise or use or operate any loudspeaker, public address system, radio, sound amplifier or similar device in violation of the noise regulations.

(10) Fail to pick up, remove and dispose of all trash or refuse left by the business on the public right-of-way or public property.

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(11) Store, park or leave any stand or items of merchandise overnight on any street or sidewalk, except for tables and chairs, which may be kept in the permitted area at the permittee's risk.

(12) Store, park or leave any vehicle, truck or trailer within the encroachment area.

(13) Block access to fire hydrants or fire department connections (FDC).

~~(14) Operate in such a manner as to create a public nuisance or constitute a danger to the operator's or the public's health, safety or welfare. (b)~~

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Censure of Operation

Uses that do not comply with the Conditions of Operation shall be deemed non-compliant and subject to enforcement or prohibition of use.

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~~The encroachment permit is a temporary license that may be denied, suspended or revoked for any conduct that is contrary to the provisions of this article or for conduct of the business in such a manner as to create a public nuisance or constitute a danger to the operator's or the public's health, safety or welfare. No property right is created by this article, and the decision of the city manager shall be final.~~

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(Ord. No. 04-53, § 1, 10-5-2004)

Sec. 34-182. - Form and conditions of permit.

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~~The permit required by section 34-178 shall be issued on a form deemed suitable by the city manager or his or her designee. In addition to naming the permittee and any other information deemed appropriate by the city manager or his or her designee, the permit shall contain the following conditions:~~

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- ~~(1) Each permit shall be effective for one (1) year from the date of issuance, subject to annual renewal, unless revoked or suspended prior to expiration. When a permit is revoked, the prorated fee for any full quarter year remaining shall be refunded. No fees will be refunded for periods of suspension.~~
- ~~(2) The permit issued shall be personal to the permittee only and shall not be transferable in any manner.~~
- ~~(3) The permit may be suspended by the administrator when necessary to clear the public property for public safety for a community or special event authorized by the city. All items shall be removed by the permit holder when requested by the city.~~
- ~~(4) The city manager or his or her designee may require the temporary removal of items within the encroachment area when street, sidewalk, common area or utility repairs necessitate such action.~~
- ~~(5) The permit shall be specifically limited to the area shown on the plat diagram attached to the permit application. As a condition of approval, the city may reduce and otherwise reconfigure the proposed area and the number of requested chairs, tables, and items within the encroachment area.~~
- ~~(6) The encroachment area covered by the permit shall be maintained in a neat and orderly appearance at all times, and the area shall be cleared of all debris on a periodic basis during the day and again at the close of each business day.~~
- (7) No advertising is permitted (except for the posting of prices) on any stand or item, except to identify the name of the product.
- (8) No tables or chairs or any other parts of the business shall be attached, chained or in any manner affixed to any tree, post, sign or other fixtures, curb or sidewalk within or near the permitted area.

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No additional outdoor seating authorized under this article shall be used for calculating seating requirements pertaining to location of, application for or issuance of an ABC license for any establishment or be used as the basis for computing required seating for restaurants and dining rooms, or as grounds for claiming exemption from such requirements under the provisions of any city ordinance or state law.

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~~(9) The issuance of a permit does not grant or infer vested rights to use of the area by the permittee. The city retains the right to deny the issuance of a permit or the renewal of a permit for any reason. In addition, the city retains the right to suspend or repeal a permit at any time and for any reason.~~

(10) Tables, chairs, umbrellas and any other objects provided shall be maintained with a clean and attractive appearance and shall be kept safe and in good repair at all times.

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~~(11) Shall not use glass containers. The city retains the right to suspend the privilege of using glass containers~~ within the encroachment area during major festivals and events and when streets are closed.

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~~(12) Shall not use of glass containers will be revoked so as to if an incident jeopardizes the health, safety and welfare of customers or the general public. Any violation of~~

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~~state or local laws may also result in a revocation of this privilege. Repeated offenses may result in revocation or denial of the encroachment permit.~~

(12) The serving and consumption of alcoholic beverages in sidewalk encroachments are limited to patrons seated at tables.

~~(13) The city may require the posting or placement of the permit and relevant notices to facilitate the administration and enforcement of this article.~~

~~(Ord. No. 04-53, § 1, 10-5-2004)~~

~~Sec. 34-183. Denial, suspension or revocation of permit; removal of property by city.~~

~~(a) Grounds for denial, suspension or revocation; removal of property enforcement by city.~~

The city manager ~~or his or her designee may deny, revoke or suspend a permit issued under~~ enforce this article at any time for any business authorized in the city if it is found that:

- (1) Any necessary business or health permit has been suspended, revoked or canceled.
- (2) The permittee does not have insurance in force that is correct and effective in the minimum amount ~~of \$1,000,000 and does not name the City as an additional insurer, required by the city.~~
- (3) ~~Changing~~ Changes conditions of pedestrian or vehicular traffic ~~that~~ cause congestion necessitating removal of the encroachment. ~~Such decision shall be based upon findings of the administrator that the minimum four-foot pedestrian path is insufficient under existing circumstances and represents a danger to the health, safety or general welfare of pedestrians or vehicular traffic.~~
- (4) The permittee has failed to correct violations of this article or conditions of ~~his permit upon operation, receipt of the city manager's or his or her designee notice of the violation delivered in writing to the permittee.~~

(5) The permittee has failed to take positive actions to prohibit violations from reoccurring.

(6) The permittee has failed to make modifications upon receipt of the city manager's or his or her designee notice to make such modifications delivered in writing to the permittee.

~~Tables, chairs and other vestiges of the business may be removed by the department of public works, and a reasonable fee charged for labor, transportation and storage, should the permittee fail to remove the items within thirty-six (36) hours of receipt of the notice of violation.~~

~~administrator's final notice to do so for any reason provided for under this article. If the action is taken based on subsection (a)(2) or (3) of this section, the action shall become effective upon the receipt of such notice and the permittee shall have four (4) hours to remove the items.~~

(b) *Notice of denial or revocation.* Upon denial or revocation, the administrator shall give notice of such action to the applicant or the permittee, in writing, stating the action that has been taken and the reason therefore. The action shall be effective upon giving such notice ~~to the permittee.~~

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(c) ~~Appeals. The permittee shall have the right of appeal and shall give notice of appeal within five (5) working days from receipt of notice. An appeal does not stay the denial or revocation of the encroachment permit. The hearing shall be held within two (2) working days from the date of notice of the request. The permittee or applicant may be represented by an attorney and may present witnesses, affidavits and any relevant documentary evidence. Formal rules of evidence shall not apply. The city manager or his designee shall notify the permittee or applicant of his determination in writing.~~

~~(Ord. No. 04-53, § 1, 10-5-2004)~~

Sec. 34-184. - Penalty.

Any violation of this section shall subject the offender to a civil penalty in the amount of two hundred dollars (\$200.00). Any duly authorized local government official is authorized to issue this civil citation and the violator shall pay the penalty to the city tax collector's office within ten (10) days of receipt. The failure of such violator to pay the civil penalty within the specified time shall subject such violator to a civil action to collect all penalties and costs for said violation and any civil penalty that has not been paid which delinquent notice was sent shall carry an additional late payment penalty of twenty-five (\$25.00). Continued violation or continuing violations shall subject the violator to separate, distinct and successive civil penalties.

In addition to or in lieu of the foregoing remedies, violations of this section may be enforced by any one (1) or more of the remedies authorized by the provisions of G.S. 14-4 or G.S. 160A-175. (Ord. No. 04-53, § 1, 10-5-2004)

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ORDINANCE TO AMEND CITY OF BURLINGTON CODE OF ORDINANCES PERTAINING TO PEDDLERS, FOOD TRUCKS

BE IT ORDAINED by the City Council of Burlington, North Carolina:

Section 1: That Chapter 26 “PEDDLERS” be amended to add the following:

ARTICLE III. FOOD TRUCKS

Sec. 26-40. Purpose.

The purpose of this ordinance is to regulate how mobile food vendors sell food and or non-alcoholic beverages to the general public within the corporate city limits.

Sec. 26-41. Definitions.

Mobile Food Truck: A motorized vehicle or pushcart that is designed and operated for the purpose of preparing and or selling food and or non-alcoholic beverages to the general public on a recurring basis and is to be readily moved.

Pushcart: Any non-motorized piece of equipment from which a vendor prepares and or sells food and or non-alcoholic beverages to the general public on a recurring basis and is to be readily moved.

Vendor: A person who hawks, peddles, sells or offers food for sale.

Sec. 26-42. Permit required.

It shall be unlawful for any mobile food vendor to sell, or offer for sale, any food or beverage without first obtaining a peddlers permit pursuant to this section from the City Manager or his/her designee. This permit shall be waived for mobile food vendors directly associated with city approved events or events for non-profit organizations.

Sec. 26-43. Insurance.

Food truck vendors shall carry \$1,000,000 of combined single limit Bodily Injury and Property Damage Auto liability, \$1,000,000 of General Liability coverage including Products and Completed Operations. A certificate of insurance shall be provided to the city prior to the issuance of a permit.

Sec. 26-44. Permit application.

Prior to the issuance of a permit an application must be submitted and approved by the City Manager or his/her designee. The application shall be accompanied by proof of insurance and approval from the Alamance County Health Department along with an annual application fee of forty dollars (\$50.00) for each mobile vendor

Sec. 24-45. Permit suspension and revocation.

Any food truck vendor's permit may be suspended or revoked for fraud or misrepresentation in the application for the permit or for conduct of the business in such a manner as to create a public nuisance or constitute a danger to the public health, safety or welfare or which is contrary to the provisions of this chapter.

Sec. 26-46. Operation requirements.

Food truck and pushcart vendors shall operate under the following conditions:

- (1) No food truck or pushcart vendors shall operate within one hundred (100) feet of any school, religious institution or cemetery;
- (2) Hours of operation shall be between the hours of 7am and 2 am except for special events. The food truck must be removed after operating hours or event and must be stored in a legal location.
- (3) Must be approved and permitted by the Alamance County Health Department;
- (4) Shall not be located within 75 feet from the main entrance of any restaurant during business hours unless authorized by a restaurant to be closer;
- (5) Food trucks and pushcart vendors shall be parked on private property with the property owners permission and shall not be parked within any public street, right-of-way or sidewalk unless the street has been closed for a special event, except as provided in Sec. 26-42;
- (6) Food truck and pushcart vendors are responsible for the proper disposal of waste and trash associated with the operation. City trash receptacles are not to be used for this purpose. Vendors shall remove all waste and trash from their location at the end of each day or as needed to maintain the health and safety of the public. The vendor shall keep all areas within ten (10) feet of the truck clean of grease, trash, paper, cups or cans associated with the vending operation. No liquid waste or grease is to be disposed into tree pits, storm drains or onto the sidewalks, streets or other public place. Under no circumstances shall grease be released into or disposed of in the City's sanitary sewer system
- (7) There shall be no audio amplifier or similar device to attract the attention of the public;
- (8) No tables, chairs or other structures shall be allowed outside of the food truck or around a pushcart,
- (9) Advertising consisting of business name, logo and items available for sale may be displayed on the food truck or pushcart. No other form of advertising shall be permitted;
- (10) The food truck or pushcart owner or his/her designee shall be present at all times except in case of an emergency.

Sec. 26-47. Location.

Food trucks and or pushcarts may operate within the CBD, Central Business District, GB, General Business District, LI, Light Industrial District and HI, Heavy Industrial District. Food trucks located in the CBD, Central Business District may park on the street, however only one truck per city block shall be permitted. For the purpose of this section, a "city block" includes both sides of the street. The selling of food from the street shall be on the sidewalk side and not the street side and shall not impede pedestrian traffic along the sidewalk. Pushcarts operating in the CBD, Central Business District shall not operate or sell food upon any sidewalk. Food trucks operating between the hours of 8 am and 5 pm shall not be parked on the street for more than two consecutive hours unless the street has been closed for a special event.

Sec. 26-48. Penalty.

Any person, firm or corporation violating the provisions of this chapter shall be guilty of a misdemeanor and punished as provided by North Carolina General Statutes, section 14-4 and shall be fined not more than five hundred dollars (\$500.00) and shall be further subject to the provisions of G.S. 160A-175

Section 2: That all ordinances or parts of ordinances inconsistent or in conflict with this ordinance are hereby repealed.

Section3: That this ordinance shall take effect upon passage.

E. COMMON ACCESSORY USE TABLE

1. Table as Guide

Section 4.5.E, Common Accessory Use Table, is established as a guide to identify the appropriateness of the more common accessory uses in each zoning district.

2. Listed Accessory Uses

Section 4.5.E, Common Accessory Use Table, lists what types of accessory uses, structures, and activities are allowed in each of the zoning districts.

- a. If a specific accessory use is allowed by-right, the cell underneath the zoning district is marked with a "P".
- b. If a specific accessory use is allowed subject to a special use permit, the cell underneath the zoning district is marked with a "S".
- c. If the accessory use or structure is not allowed in a zoning district, the cell is blank.
- d. In the case of planned development districts, if an accessory use is allowable, it is marked with an "A", and the accessory use must be set out in the approved master plan.
- e. If there is a reference contained in the column entitled "Acc. Use-Specific Standards," refer to the cited section(s) for additional standards that apply to the specific accessory use.

TABLE 4.5.E: COMMON ACCESSORY USE TABLE [1]

(AMENDED 3.17.20 UDOTA-02-20)

"A" = Allowed if included in Planned Development Master Plan or Terms and Conditions Statement
 "C" = Permitted, subject to Section 2.4.P, Rezoning, applicable Additional Standards, and identified in conditions of approval
 "P" = Permitted, subject to applicable Additional Standards
 "S" = Permitted subject to Section 2.4.S, Special Use Permit, and Additional Standards
 " " (blank cell) = Not allowed or no additional use-specific standards

ACCESSORY USE TYPE	RESIDENTIAL					COMMERCIAL					IND.			PD & PDD	ACC. USE-SPECIFIC STANDARDS
	PC	RMH	LDR	MDR	HDR	MX	OI	NB	GB	CBD	LI	MI	HI		
Accessory Dwelling Unit		P	P	P	P	P	P	P						A	4.5.F.1
Amateur Ham Radio		P	P	P	P	P	P	P	P	P	P			A	4.5.F.2
Art Installation	P	P	P	P	P	P	P	P	P	P				A	4.5.F.3
Automated Teller Machine						P	P	P	P	P	P	P	P	A	4.5.F.4
Bus Shelter	P	P	P	P	P	P	P	P	P	P	P	P	P	A	4.5.F.5
Child Care, Incidental		P	P	P	P	P	P	P						A	4.5.F.6
Cluster Box Unit		P	P	P	P	P	P	P	P	P	P	P	P	A	4.5.F.7
Detached Carport or Garage (AMENDED 3.17.20 UDOTA-02-20)		P	P	P	P	P	P	P	P		P	P	P	A	
Drive Through									P	P	S	S		A	4.5.F.8
Electric Vehicle Charging Station						P	P		P	P	P	P	P	A	4.5.F.9
Family Health Care Structure		P	P	P	P	P	P	P						A	4.5.F.10
Fence or Wall	P	P	P	P	P	P	P	P	P	P	P	P	P	A	4.5.F.11
Flagpole	P	P	P	P	P	P	P	P	P	P	P	P	P	A	4.5.F.12
Guard House, Shelter, or Gatehouse		P	P	P	P	P	P	P	P	P	P	P	P	A	4.5.F.13
Helistop							P		P	P	P	P	P	A	4.5.F.14
Home Occupation		P	P	P	P	P	P	P	P	P				A	4.5.F.15
Outdoor Dining and Seating (AMENDED 3.17.20 UDOTA-02-20)						P	P	P	P	P				A	4.5.F.16

TABLE 4.5.E: COMMON ACCESSORY USE TABLE [1]

(AMENDED 3.17.20 UDOTA-02-20)

"A" = Allowed if included in Planned Development Master Plan or Terms and Conditions Statement

"C" = Permitted, subject to [Section 2.4.P, Rezoning](#), applicable Additional Standards, and identified in conditions of approval

"P" = Permitted, subject to applicable Additional Standards

"S" = Permitted subject to [Section 2.4.S, Special Use Permit](#), and Additional Standards

" " (blank cell) = Not allowed or no additional use-specific standards

ACCESSORY USE TYPE	RESIDENTIAL					COMMERCIAL					IND.			PD & PDD	ACC. USE-SPECIFIC STANDARDS
	PC	RMH	LDR	MDR	HDR	MX	OI	NB	GB	CBD	LI	MI	HI		
Outdoor Display/Sales						P		P	P	P	P			A	4.5.F.17
Outdoor Storage									P	P	P	P	P		4.5.F.18
Parking of Heavy Trucks or Trailers (AMENDED 3.17.20 UDOTA-02-20)									P		P	P	P	A	4.5.F.19
Parking of Recreational Vehicles (AMENDED 3.17.20 UDOTA-02-20)		P	P	P	P	P	P	P	P	P	P	P	P	A	4.5.F.20
Play Equipment	P	P	P	P	P	P	P	P	P	P				A	4.5.F.21
Produce Stand		P	P	P	P	P	P	P	P	P	P			A	4.5.F.22
Solar Energy Systems		P	P	P	P	P	P	P	P	P	P	P	P	A	4.5.F.23
Stable (horses)		P	P	P	P	P					P			A	4.5.F.24
Storage of Unlicensed or Inoperable Vehicles or Trailers (AMENDED 3.17.20 UDOTA-02-20)			P	P	P		P								4.5.F.25
Swimming Pool/Hot Tub		P	P	P	P	P	P	P	P	P				A	4.5.F.26
Tire Storage, Outdoor (AMENDED 12.3.19 UDOTA-01-20)									P		P		P		4.5.F.27
Tool/Storage Shed		P	P	P	P	P	P	P	P	P	P	P	P	A	
Underground Storage Tank						P		P	P	P	P	P	P	A	4.5.F.28
NOTES:															
[1] Unlisted accessory uses may be permitted in accordance Section 4.5.C, Procedure For Establishment .															

F. SPECIFIC STANDARDS FOR SELECTED ACCESSORY USES

Standards for a specific accessory use or structure shall apply to the particular individual accessory use or structure regardless of the zoning district in which it is located or the review procedure by which it is approved, unless otherwise specified in this Ordinance. This section sets forth and consolidates the standards for all accessory uses and structures for which a reference to this section is provided in the "Acc. Use-Specific Standards" column of [Section 4.5.E, Common Accessory Use Table](#). These standards may be modified by other applicable standards or requirements in this Ordinance.

1. Accessory Dwelling Unit

An accessory dwelling unit (ADU) is permitted as accessory to a single-family detached dwelling, and shall comply with the following standards:

- a. No more than one ADU shall be located on a lot with a single-family detached dwelling.
- b. An ADU shall not exceed 35 percent of the total amount of finished floor area in the principal structure.
- c. An ADU shall not exceed one story, but nothing shall limit an ADU from being located on a second or third story provided the structure complies with the applicable maximum height limitations in the district where located.

- i. Any fence or wall which, through neglect, lack of repair, type or manner of construction, method of placement or otherwise, constitutes a hazard or endangers any person, animal, or property is in violation of this Ordinance.
- ii. When a fence or wall is in violation of this Ordinance, the Zoning/Subdivision Administrator shall require the owner or occupant of the property upon which the fence or wall is located to repair, replace, or demolish the fence or wall in accordance with all applicable standards in this Ordinance.

12. Flagpole

- a. No more than two flagpoles and three flags per flagpole shall be allowed on a residential lot in a residential zoning district.
- b. Flagpoles and flags on all other lots shall comply with the following standards:
 - i. No more than three flagpoles and three flags per flagpole shall be allowed.
 - ii. Flagpoles shall be located on the same lot as the principal building.
 - iii. Flagpoles may be located on the wall of the principal building on the lot or within 75 feet of the building's main entrance.
 - iv. Flagpoles shall not be located within a public right-of-way.
 - v. Flagpoles shall not exceed a height of 25 feet.
- c. Flags shall comply with the appropriate standards in Section 5.6.I, Sign Standards by Sign Type.

13. Guard House, Shelter, or Gatehouse

Nothing shall limit the placement of a guard house, guard shelter, or gatehouse within a required yard or setback, provided it shall:

- a. Maintain a maximum size or floor area of 100 square feet or less;
- b. A height of 15 feet or less;
- c. Be located outside any required sight distance triangles; and
- d. Maintain a minimum distance of five feet from a street right-of-way.

14. Helistop

Auxiliary facilities such as parking, waiting room, fueling, and maintenance equipment are not permitted.

15. Home Occupation

Customary home occupations such as home offices, beauty parlors, dressmaking, laundering, music teaching, tutoring, etc., shall comply with the following standards:

- a. Home occupation accessory uses shall be clearly incidental and subordinate to a dwelling's use for residential purposes by its occupants.
- b. Except for home offices, home occupations shall be engaged in only by a resident on the premises, and not more than one employee may be a nonresident. Home offices shall be limited to no more than two employees not residing on the premises.
- c. No more than 25 percent of the first floor area of a dwelling shall be used for home occupations.
- d. No display of goods or signage shall be visible.
- e. No equipment or process shall be used in such home occupation that creates noise, vibration, glare, fumes, odors or electrical interferences detectable to the normal senses off the lot, if the occupation is conducted in a single-family residence or outside the dwelling unit if conducted in other than a single-family residence. In the case of electrical interference, no equipment or process shall be used that creates visual or audible interference in any radio or television receivers off the premises or causes fluctuations in line voltage off the premises.
- f. No accessory buildings shall be used for home occupations.
- g. Only one commercial vehicle with up to one attached trailer associated with the home occupation may be parked or stored on the lot.
- h. No traffic shall be generated by such home occupation in greater volumes than would normally be expected in a residential neighborhood, and any need for parking generated by the conduct of such home occupation shall be met off the street and other than in a required front yard.

16. Outdoor Dining and Seating

(AMENDED 3.17.20 UDOTA-02-20) (AMENDED 12.3.19 UDOTA-01-20)

Outdoor dining shall be in accordance with Section 34.176 of the City Code of Ordinances.

17. Outdoor Display/Sales

The outdoor display and sale of goods shall be limited to a commercial or mixed use and shall comply with the following standards:

- a. Except in the CBD district, an outdoor display/sales area shall not be located within a required front yard or street setback.
- b. In the CBD district, outdoor display/sales areas may be located on or adjacent to the sidewalk provided the display is attached to or located immediately adjacent to a building's front façade wall.
- c. Outdoor display/sales areas shall not be located any closer than five feet from any lot line.
- d. Outdoor display/sales areas shall not be located within any local or State site easement.
- e. Outdoor display areas shall maintain at least five feet of space along the side of the display free of obstruction to allow for pedestrian and handicap movement, such that pedestrians do not have to step off the sidewalk or enter the drive aisle to see the merchandise.

18. Outdoor Storage

a. General Standards

The following standards shall apply to all outdoor storage areas other than uses where outdoor storage is the principal use of land (see Table 4.2.C, Principal Use Table).

- i. The extent of the outdoor storage area shall be clearly delineated on a site plan.
- ii. Outdoor storage areas shall comply with the minimum setback standards applicable in the zoning district where the outdoor storage area is located.
- iii. Outdoor storage areas are prohibited between the development's principal structure(s) and an arterial (principal and minor) or collector street.
- iv. Outdoor storage areas shall be fully screened in accordance with the applicable standards in Section 5.4, Screening.
- v. No outdoor storage area shall be located within a required landscaping area.
- vi. Stored goods, materials, and equipment shall be limited to those goods, materials, and equipment associated with the principal use or uses of the lot.
- vii. No materials shall be stored in areas intended for vehicular or pedestrian circulation.
- viii. No materials shall be stored on any potable or non-potable water easement, stormwater easement, or sanitary sewer easement.

b. Screening Requirements

Outdoor storage shall be screened in accordance with the applicable standards in Section 5.4, Screening.

19. Parking of Heavy Trucks or Trailers

- a. The parking and/or storage of motorized and non-motorized vehicles in excess of 10,000 pounds gross vehicle weight shall be prohibited in all residential districts except for loading and unloading purposes; for emergency home service; for use in the conduct of a legal non-conforming use; for temporary construction purposes; or for bona fide agricultural purposes.
- b. No apparatus designed to be used as a motor vehicle or designed to be towed by a separate motorized unit or vehicle shall be allowed to be used as a storage facility or accessory building in any residential district.

20. Parking of Recreational Vehicles

(AMENDED 3.17.20 UDOTA-02-20) (AMENDED 12.3.19 UDOTA-01-20)

Nothing herein shall be construed so as to prohibit the parking of personal recreational vehicles.

- k. Submission of a performance guarantee to ensure that any temporary use will be removed from the lot or site within a reasonable time and the lot or site will be restored to its former condition.

D. STANDARDS FOR SPECIFIC TEMPORARY USES

1. Food Truck

Food truck operations shall comply with the standards in City of Burlington's Food Truck Ordinance, which is available for view in the offices of the Planning and Community Development Department during normal business hours.

2. Itinerant Merchant Sales

(AMENDED 12.3.19 UDOTA-01-20)

Itinerant merchant sales, not including food truck vendors, are permitted on lots in business, special, and conditional zoning districts, subject to the following standards:

- a. The sale of merchandise, products, or material must be a permitted principal use in the zoning district where the sales are temporarily located.
- b. Itinerant merchants shall file an indemnification form with the City when engaged in open air sales.
- c. Itinerant merchant sales shall be located outside of street rights-of way, required sight distance triangles, required landscape areas, vehicular circulation areas, or areas where pedestrian access is needed to ensure safe movement through or across a site.
- d. Signage shall comply with the standards for supplemental signage in Section 5.6, Signage.
- e. All merchandise and related materials shall be removed from the site following the sale.
- f. The maximum period of operation of itinerant merchant sales shall be from 8:00 AM to 11:00 PM.
- g. Permitted itinerant merchant sales shall be limited in duration to a maximum of 45 continuous days from the date the temporary use permit is issued.

3. Outdoor Seasonal Sales

Outdoor seasonal sales are permitted on a lot in all zoning districts, subject to the following standards:

- a. Seasonal sales shall be limited to seasonal agricultural products such as Christmas trees, pumpkins, and living plants.
- b. The maximum hours of operation of an outdoor seasonal sales use shall be from 8:00 AM to 11:00 PM, except when located in a residential district, then the seasonal sales use shall cease by 9:00 PM.
- c. Exterior lighting shall comply with the requirements in Section 5.7, Exterior Lighting.
- d. One recreational vehicle is allowed as a temporary dwelling for security purposes in association with the seasonal sales use, provided it meets the general standards of Section 4.6.D.6, Temporary Dwelling, and is removed at the end of the sales.
- e. The on-site accessory sales of seasonal products by an agricultural use or retail sales use is not considered outdoor seasonal sales and is not subject to these standards.
- f. Outdoor seasonal sales shall be limited in duration to a maximum of 45 continuous days from the date the temporary use permit is issued.

4. Portable Storage Container

Portable storage containers may be permitted as a use accessory to a single-family detached, single-family attached, duplex, triplex, or quadriplex dwelling unit, subject to the following standards.

a. Types Distinguished

Portable storage containers shall take one of the following three forms:

- i. A container used for the purposes of storage of personal property such as household items being temporarily stored or relocated.
- ii. A roll-off box, bin, or construction dumpster used for the collection and hauling of waste or debris; or

iii. A fully-enclosed, non-motorized, trailer (commonly known as a semi-trailer) with wheels intended to be towed to a site for the purpose of storage or transport of goods, materials, or equipment.

b. Permit Required

A building permit shall not be required for a portable storage container, but a temporary use permit issued in accordance with Section 2.4.V, Temporary Use Permit, is required.

c. Exemptions

The standards in this section shall not apply to portable storage containers used as temporary construction trailers, dumpsters, or recycling facilities, provided construction on the site is on-going.

d. Maximum Size

Containers no larger in dimension than eight feet in height, eight feet in width, or 20 feet in length.

e. Maximum Number

i. No more than two portable storage containers shall be located on a single lot or parcel of land.

ii. No other type of container or shipping container is located on the same lot or parcel of land.

f. Hazardous Substances

Portable storage containers shall not be used to store or transport nonresidential materials and substances, including but not limited to the following: solid waste, hazardous materials, explosives, and unlawful substances and materials.

g. Location

i. A portable storage container may be located in a driveway, a designated parking area, or behind a dwelling.

ii. If site conditions make placement of the portable storage container behind a dwelling, on a driveway, or in a designated parking area impossible, then the portable storage container may be located immediately adjacent to the driveway or designated parking area.

iii. A portable storage container shall not be located between the front of a dwelling and the street it faces unless any other placement is impossible due to site conditions.

iv. In no instance shall a portable storage container be located within a City street, public street right-of-way, or in a location that poses a threat to public health or safety.

h. Duration

i. Portable storage containers may be located on a site for a maximum of up to 90 days per calendar year.

ii. In no instance shall these standards be construed to allow placement of one or more portable storage containers on a single site for more than 90 days in any single calendar year.

5. Special Events

a. Exempt Events

A special event is not subject to the requirements in Section 4.6, Temporary Uses, if:

i. The event lasts two or fewer days within a 180-day period on a lot with an established principal use; or

ii. The event is sponsored by the City, a county, or the State.

b. Subject to this Ordinance

A special event not exempted from the standards in this section is permitted on a lot in a business or special zoning district, as well as the PC district, subject to the following standards:

- i. A special event includes, but is not be limited to arts and crafts shows, cultural events, musical events, concerts and stage shows, celebrations, festivals, fairs, carnivals, circuses, or outdoor religious events.
- ii. Circuses, carnivals and similar amusements may be subject to the applicable provisions of the City Code of Ordinances.
- iii. Temporary dwelling(s) are allowed in association with the special event provided they meet the general standards of Section 4.6.D.6, Temporary Dwelling, and are removed at the end of the event.

6. Temporary Dwelling

A temporary dwelling is permitted on a lot in a residential, business, special, or conditional zoning district, subject to the following standards:

a. General Standards

- i. A temporary dwelling may be either a dwelling that meets all applicable North Carolina Building Code requirements for a dwelling or a recreational vehicle.
- ii. The temporary dwelling shall be located on a lot and meet the dimensional standards of the zoning district, to the maximum extent practicable.
- iii. Temporary emergency dwellings operated by a religious institution, governmental agency, or nonprofit organization may be located to provide emergency shelter where fire, flood, or other natural disaster has displaced persons.

b. Temporary Construction Dwelling

- i. One temporary dwelling may be used to house occupants of the principal dwelling under construction or subject to repair or casualty damage.
- ii. Temporary dwellings may be used on a construction site and occupied by persons having construction or security responsibilities over such construction site.
- iii. Temporary dwellings shall be located on the same lot as the structure under construction.
- iv. The temporary use permit shall not be issued until a site plan approved or a building permit is issued for a principal structure.
- v. A temporary dwelling shall be removed within 30 days of issuance of a certificate of occupancy for the structure, or removed immediately if the building permit expires or is revoked.

c. Duration

A temporary dwelling shall be limited in duration to a maximum of six months, except that the temporary use permit may be renewed for good cause shown.

7. Temporary Real Estate Office

A temporary real estate office is permitted on a lot in a residential, business, special, or conditional zoning district, subject to the following standards:

- a. The office is located on a lot that is part of the real estate development being sold or leased.
- b. Signage complies with the standards of Section 5.6, Signage.
- c. The office complies with the dimensional standards of the zoning district in which it is located.
- d. The temporary office is converted into a dwelling or removed within 30 days after all units are sold or leased.
- e. In the event a temporary real estate office is a trailer, it shall be removed within 30 days after all units are sold or leased.

8. Temporary Wireless Telecommunications Facility

A temporary wireless telecommunications facility shall comply with the following standards:

- a. A temporary wireless telecommunications facility may be allowed on a lot after a disaster or other emergency for a period not to exceed 30 days, except that the temporary use permit may be renewed for good cause shown.

DEFINITIONS

OUTDOOR COMMERCIAL RECREATION

A commercial establishment located entirely primarily outdoors that provides recreational, amusement, and entertainment opportunities for patrons, including activities such as: water parks, miniature golf, go cart racing, obstacle or ropes courses, zip lines, paintball, mechanical rides, and similar attractions. Outdoor commercial recreation uses may include buildings or structures that also provide indoor recreational activities.

OUTDOOR DINING AND SEATING

(AMENDED 3.17.20 UDOTA-02-20)

Any accessory use that allows outdoor dining and/or seating in the public right-of-way.

OUTDOOR DISPLAY

The keeping of any goods, merchandise, or vehicles, in an unroofed area for marketing or sales purposes.

OUTDOOR SEASONAL SALES

The temporary sale of goods or products associated with the season or a cultural event, such as the sale of Christmas trees, pumpkins, or seasonal produce. Such sales typically take place outdoors and in locations not devoted to such sales for the remainder of the year.

OUTDOOR STORAGE

The keeping, in an unroofed area, of any goods or materials, particularly goods and materials that have a large size, mass, or volume and are either not easily moved or carried or require a mechanical lifting device (e.g., non-bagged mulch and lumber). This use does not include a junkyard or recycling facility, vehicle fleet storage, or the display and storage of vehicles as part of an automobile sales or rental use.

OUTFALL

As used in Section 7.4, Stormwater, the point of wastewater or stormwater discharge from a discrete conveyance system. See also point source discharge of stormwater.

OUTPARCEL

A lot located within a multi-tenant development (e.g., a shopping center) which may or may not have access from a public road abutting the development. The lot is treated as part of the larger development with respect to applicable yard and dimensional requirements.

OUTPATIENT TREATMENT FACILITY

A small-scale facility where patients are admitted for examination and treatment by one or more physicians, dentists, or psychologists on a short-term basis. Patients may or may not receive care or lodging overnight, but the facility is not intended for long-term overnight care. Such facilities may include sleeping rooms for care workers and members of patient's families.

OVERHANG

The edge of a roof or upper building story projecting outwards.

OVERLAY ZONING DISTRICT

A zoning district designation that is applied over one or more previously established general or conditional zoning district designations. Overlay districts modify the existing zoning district provisions by either adding additional regulations or providing greater flexibility in deviations from the existing applicable standards. Typically, when overlay district standards conflict with the underlying general or conditional zoning district standards, the overlay zoning district standards control.

OUTDOOR DINING APPLICATION FORM

APPLICATION PAGE 1 OF 3

APPLICATION LAST UPDATED: 11.1.2019

Planning & Community Development • P.O. Box 1358 • 425 S. Lexington Ave. Burlington, NC 27216 • P. 336-222-5110



1. THINGS TO KNOW ABOUT THE OUTDOOR DINING APPLICATION

1. The outdoor dining review procedure is described in Article 7 of the Burlington City Code of Ordinances.
2. This application form is for outdoor dining uses that encroach into the public sidewalk or other public right-of-way other than a street.
3. Outdoor dining uses require payment of an annual fee.
4. Outdoor dining is permitted in the business and mixed-use districts as well as in the COI, CB, PD, and PDD districts throughout the City.
5. The standards applied to outdoor sales and display as well as to itinerant merchants are in Sections 4.5 and 4.6 of the Burlington Unified Development Ordinance.

2. GENERAL APPLICANT INFORMATION

A. Business Information

1. Business Name:

2. Physical Address:

3. Mailing Address:

4. Parcel Identification Number Where the Business is Located:

5. Base Zoning District Classification:

6. Overlay Zoning District(s) (if applicable):

7. Ownership: Sole Proprietorship Partnership Corporation ABC License

8. Business Capacity:

9. Insurance Company:

10. Insurance Company Phone Number:

11. Insurance Policy Number:

12. Insurance Policy Expiration Date:

B. Applicant Information

1. Applicant Name:

2. Mailing Address:

3. Phone:

4. Email:

5. Social Security Number:

6. Applicant Date of Birth:

7. Place of Birth:

OUTDOOR DINING APPLICATION FORM

APPLICATION PAGE 2 OF 3

APPLICATION LAST UPDATED: 11.1.2019

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3. DESCRIPTION OF REQUEST

(Please complete the following)

1. Check One: This is a new application This is a renewal

2. Items requested to be placed in the encroaching outdoor dining area:

Sign Number: _____ Size: _____ in. X _____ in.

Tables Number: _____ Size: _____ in. X _____ in.

Chairs Number: _____ Size: _____ in. X _____ in.

Umbrellas Number: _____ Size: _____ in. X _____ in.

Other Number: _____ Size: _____ in. X _____ in.

Describe below (be as specific as possible):

[Click here to enter text.](#)

Attach additional sheets if necessary.

3. Outdoor Seating Area in Front of Adjacent Business: Yes No

If yes, adjacent property owner's letter of permission is required.

4. SUBMITTAL CHECKLIST

(Please ensure your application includes 3 paper copies and 1 digital (pdf) copy all of the following)

1. Outdoor dining application form

2. Application fee – (check the one that applies):

the permit fees for encroachments for one year are:

\$150 for a dining encroachment **less than 500 square feet**, including sign.

\$250 for a dining encroachment **over 500 square feet**, including sign.

any checks submitted to the City must list a valid North Carolina driver's license number.

3. A sketch of the proposed layout drawn to scale or with dimensions showing the existing public area, private property, and layout of the encroachment

4. A certificate of insurance listing the City of Burlington as a named insured for at least \$2,000,000 per occurrence with \$4,000,000 aggregate. The insurance shall provide that the policy shall not be terminated or be cancelled prior to the expiration date without 30 days advanced written notice to the City

5. A copy of the ABC license (if alcohol will be served in the encroachment)

6. A copy of the health permit (if food will be served in the encroachment)

7. Photographs, drawings, or manufacturer's brochures fully describing the appearance of all proposed tables, chairs, umbrellas, and other designs related to the business

8. Any additional information determined to be necessary by the City

OUTDOOR DINING APPLICATION FORM

APPLICATION PAGE 3 OF 3

APPLICATION LAST UPDATED: 11.1.2019

Planning & Community Development • P.O. Box 1358 • 425 S. Lexington Ave. Burlington, NC 27216 • P. 336-222-5110



5. APPLICANT SIGNATURE

I certify that all the statements and information provided in this application are true and accurate to the best of my knowledge. If approved, I understand that the approval is a temporary license that can be denied, suspended, or revoked for any conduct that is contrary to these provisions or if business is conducted in such a manner as to create a public nuisance or to constitute a danger to the operator's or the public's health, safety, or welfare. No property right is created by this permit, and any decision by the City related to this permit shall be final.

If there are multiple land owners or applicants, a signature is required for each.

Land Owner or Authorized Signature: _____

Date: _____

Land Owner or Authorized Signature: _____

Date: _____

Land Owner or Authorized Signature: _____

Date: _____

OFFICE USE ONLY

Project #:

Associated Project #:

Received By:

Filing Date:

Accepted as Complete By:

Complete Date:

Decision:

Decision By:

Decision Date:

Pre-application Conference Date (if conducted):

Notes/Comments:

TEMPORARY USE PERMIT APPLICATION FORM

APPLICATION PAGE 1 OF 5

APPLICATION LAST UPDATED: 11.01.2019

Planning & Community Development • P.O. Box 1358 • 425 S. Lexington Ave. Burlington, NC 27216 • P. 336-222-5110



1. THINGS TO KNOW ABOUT THE TEMPORARY USE PERMIT PROCEDURE

1. The temporary use permit review procedure is described in Section 2.4 of the Burlington Unified Development Ordinance.
2. This application includes sections for itinerant merchant licenses, and food truck vendor licenses. Applicants requesting one of these licenses should fill in Sections 2 and 3 as well as the relevant section specific to their request.
3. Supplemental signs do not require issuance of a temporary use permit, but any other signage intended for temporary placement requires approval of a temporary use permit.
4. Temporary uses are prohibited within the FHO district.

2. GENERAL APPLICANT INFORMATION

A. Parcel Information

1. Street Address:
2. Parcel Identification Number:
3. Lot Area/Acreage:
4. Base Zoning District Classification:
5. Overlay Zoning District(s) (if applicable):

B. Primary Point of Contact Information

1. Primary Point of Contact Name:
2. Mailing Address:
3. Phone:
4. Email:

3. DESCRIPTION OF REQUEST

(Please complete the following)

1. Provide a written description of the temporary use or special event, including the dates, hours of operation, and duration of temporary use, including setup, removal, and cleanup. Attach additional sheets, maps, sketches, or photos, as needed.

Attach additional sheets if necessary.

TEMPORARY USE PERMIT APPLICATION FORM

APPLICATION PAGE 2 OF 5

APPLICATION LAST UPDATED: 11.01.2019

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2. Describe any current uses on the site.

Attach additional sheets if necessary.

3. Identify the existing uses and zoning district designations on all adjacent properties, including any across the street.

Attach additional sheets if necessary.

4. Please identify any possible negative impacts from the proposed temporary use, and how they will be mitigated.

Attach additional sheets if necessary.

5. Please describe how the proposed development will comply with the standards for temporary uses in the Unified Development Ordinance:

Attach additional sheets if necessary.

TEMPORARY USE PERMIT APPLICATION FORM

APPLICATION PAGE 3 OF 5

APPLICATION LAST UPDATED: 11.01.2019

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4. TEMPORARY SIGN INFORMATION

(Only complete if your temporary use includes signage)

1. Dimensions (length x width, in feet):

2. Sign Area (square feet):

3. Sign Copy Area (square feet):

4. Sign Height (feet):

5. Sign Setback (feet):

6. Illumination: None Internal External

7. Wall Sign Only – Length of wall upon which the sign is to be installed (feet):

5. ITINERANT MERCHANT LICENSE INFORMATION

(Only complete if your temporary use includes an itinerant merchant)

1. Individual, Corporation, or Partnership:

2. Individual's Date of Birth:

3. Permanent Home Address:

4. Home Phone:

5. Local Address:

6. Local or Mobile Phone:

7. If corporation, list name and address of Registered Agent for service of process (certified copy of Articles of Incorporation must be attached):

8. Describe the nature of the business and the goods to be sold:

9. Dates of Sale:

From:

To:

10. Where are the goods manufactured or produced?

TEMPORARY USE PERMIT APPLICATION FORM

APPLICATION PAGE 4 OF 5

APPLICATION LAST UPDATED: 11.01.2019

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11. Where are the goods to be sold now located?

12. Name, address, and phone number of employer:

13. Location where you propose to conduct business:

14. Will a tent be set up for this sale? Yes No

6. FOOD TRUCK VENDOR LICENSE INFORMATION

(Only complete if your temporary use includes a food truck vendor)

1. Name of truck (business):

2. Location(s) where truck will operate (please be specific):

3. Zoning designation of location:

4. Property owner's signature (if parked on private property)

Signature: _____

Date: _____

7. SUBMITTAL CHECKLIST

(Please ensure your application includes 3 paper copies and 1 digital (pdf) copy of all of the following)

1. Temporary use application form

2. Application and applicable license fees

3. Copy of an approved certificate of appropriateness (COA) if located within the HLO district

4. A plot plan drawn to scale that includes the location of lot, adjacent streets within 200', size of property, location of parking and electrical power source, location and size of other accessory structures, and proposed landscaping plan and lighting information

5. List of vendors, including name, address, and phone numbers for any special events

6. Any additional information determined to be necessary by the City

TEMPORARY USE PERMIT APPLICATION FORM

APPLICATION PAGE 5 OF 5

APPLICATION LAST UPDATED: 11.01.2019

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8. APPLICANT SIGNATURE

I certify that the information provided in these application materials is complete and accurate to the best of my knowledge. I hereby authorize City officials to enter the subject property for the purposes of determining compliance.

If there are multiple land owners or applicants, a signature is required for each.

Land Owner or Authorized Signature: _____

Date: _____

Land Owner or Authorized Signature: _____

Date: _____

Land Owner or Authorized Signature: _____

Date: _____

OFFICE USE ONLY

Project #:

Associated Project #:

Received By:

Filing Date:

Accepted as Complete By:

Complete Date:

Decision:

Decision By:

Decision Date:

Pre-application Conference Date (if conducted):

Notes/Comments:

**CITY OF BURLINGTON
2020 FEE SCHEDULE
Planning Department**

DESCRIPTION	CALENDAR YEAR FEE 2020
Vacant lots - Administrative Fee	\$ 100.00
Vacant lots -- Repeat Offense Administrative Fee	\$ 250.00
Food Truck Applications	\$ 50.00
Itinerant Merchant Applications	\$ 50.00
Board of Adjustment application fee	\$ 300.00
Zoning Certification	\$ 40.00
Rezoning application	\$ 750.00
Preliminary plat review	500.00 + \$40.00 per lot
Final Plat Review	\$ 200.00
Final Plat Review (exempt subdivision)	\$ 100.00
Technical Review Committee (TRC) site plan review (includes second review)	See Below
Technical Review Committee (TRC) Review	\$ 500.00
Third and each subsequent review for site plan	\$ 150.00
Copy of City of Burlington Uniform Development Ordinance*	\$ 150.00
Copy of City of Burlington Comprehensive Land Use Plan*	\$ 40.00
Burlington/Graham Metropolitan Transportation Plan (MTP)	\$ 40.00
GIS Map Printing Fees	
8.5" x 11" sheet	\$ 2.00
11" x 17" sheet	\$ 4.00
24" x 36" sheet	\$ 10.00
36" x 48" sheet	\$ 20.00
GIS Map Generation Fees	
Customized Maps	\$25.00 / per Half Hour
GIS Data Fees (Non-Commercial Use)	
Customized Data Sets	\$25.00 / per Half Hour
Media Charge*	\$5.00 / per Disc
GIS Data Fees (Commercial Use)	
Standard Available Data Sets	***
Customized Data Sets	***
Copy Fees	
Black & White 8 1/2" x 11"	\$ 0.10
Black & White 11" x 17"	\$ 0.12
Black & White over 11" x 17"	\$.30 per square foot
Color 8 1/2" x 11"	\$ 0.50
Color 11" x 17"	\$ 1.00
* Fee does not include postage	
*** Fees to be established on an individual request or case-by-case basis in accordance with N.C.G.S. Chapter 132.	



City of Burlington
Connecting the Triad and the Triangle
www.BurlingtonNC.gov

Beverly Smith
Interim City Clerk
Administration

May 14, 2020

To: City Manager, Hardin Watkins
From: Interim City Clerk, Beverly Smith

Re: City Council Agenda Item – New Business: City Council will discuss adopting a Resolution for a request to Members of Congress for Aid to Offset Reduction of Local Revenues.

I reached out to the Town Clerk of Shallotte, NC, Sandy Strickland to learn more about a request made to members of Congress for more financial relief from federal government. She shared that Mayor Eccard is a board member for the NC League of Municipalities and he led efforts to coordinate with other Brunswick County Mayors to send letters to federal representatives.

Attached you will find a copy of the letter sent to Senator Tillis, Senator Burr, and Representative Rouzer as well as an article in StarNews, Wilmington, NC, May 11, 2020 edition; by Jackson Fuller that summarizes the efforts of the mayors of Brunswick County to include in the agenda packet for the discussion with City Council at the May 19, 2020, City Council Meeting.

May 8, 2020

Senator Tom Tillis
113 Dirksen Senate Office Building
Washington DC 20510

Dear Senator Tillis:

We, the undersigned mayors of Brunswick County municipalities, are writing to request your assistance in obtaining assistance for the revenue shortfalls we all are experiencing due to the coronavirus pandemic.

First, we wish to thank you for your support of the CARES Act and its funding of state and local COVID-19 expenses. We know that these are difficult times for all levels of government and those who work to provide services to our citizens.

The CARES Act, though, will not help address the State and local revenue shortfalls created by the COVID-19 crisis. We need your support for federal legislation to address this need so that our communities can move forward and so that an economic downturn is not prolonged.

It is important to understand that the greatest challenges moving forward for city governments are lost revenues due to the economics effects created by this crisis. These include declines in sales taxes and occupancy taxes, as well as water and sewer utility revenue due to industry slowdowns and because residents cannot pay their bills.

Roughly 30 percent of municipal general fund budgets in North Carolina go toward public safety. Without federal help backfilling these revenue holes, cuts to these services and personnel are inevitable. Local governments play a crucial role in the overall economy, and layoffs and canceled infrastructure contracts and other reduced government expenditures will extend an economic downturn, in ways similar to private sector businesses that cut their staffs or curtail spending.

Cities and towns did not cause the situation that they now find themselves in; a global pandemic did. Their needs are neither Republican nor Democratic. Their needs are the needs of the citizens of our state, in small towns and in larger cities. On behalf of our citizens and businesses, we ask that you help North Carolina move beyond this crisis to a better day and support legislation that will address local revenue shortfalls and ensure a strong economic future.

We appreciate your consideration, and we would be glad to provide any additional information that you may require in considering this important request.

Sincerely,

Andy Sayre, Mayor – Village of Bald Head Island
Mike Allen, Mayor – Town of Belville
Craig Caster, Mayor – City of Boiling Spring Lakes
Ella Jane Marston, Mayor – Town of Bolivia
Donna Long, Mayor – Town of Calabash
Joyce Dunn, Mayor – Town of Carolina Shores
Deborah Ahlers, Mayor – Town of Caswell Beach
J. Alan Holden, Mayor – Town of Holden Beach
Brenda Bozeman, Mayor – Town of Leland
Eulis Willis, Mayor – Town of Navassa,
James Knox, Mayor – City of Northwest
Ken Thomas, Mayor Town of Oak Island
Glenn Marshall, Mayor – Town of Sandy Creek
Walt Eccard, Mayor – Town of Shallotte
Joe Pat Hatem, Mayor – City of Southport
Jean Toner, Mayor – Town of St. James
David Shannon Phillips, Mayor – Town of Sunset Beach

*Identical copies of this communication have been sent to Senator Richard Burr and Representative David Rouzer.

Brunswick County mayors unite in request for more COVID-19 relief

By Jackson Fuller

Posted May 11, 2020 at 5:07 PM

Led by Shallotte's Walt Eccard, town leadership asks federal representatives to find more ways to help recover lost tax revenue

BRUNSWICK COUNTY -- The 17 mayors of Brunswick County have come together to express their need for financial relief from the federal government.

Led by Town of Shallotte Mayor Walt Eccard, Brunswick County mayors sent a letter to U.S. Sen. Thom Tillis, U.S. Sen. Richard Burr and Congressman David Rouzer late last week, asking for assistance with revenue shortfalls stemming from the COVID-19 pandemic. The North Carolina League of Municipalities released a copy of those letters Monday.

Eccard is a board member with the municipalities alliance. He outlined Monday why the Brunswick County mayors felt these letters were necessary.

"We're all going through our budget season now and collectively dealing with considerable uncertainty. One thing is clear, that we're all going to suffer decreases in revenues due to COVID-19 crisis," Eccard said. "The loss of sales tax and occupancy tax revenues that make a significant part of our budget revenue are going to hurt us."

In the letters, the mayors make clear they are appreciative of the already signed CARES Act and its funding of state and local COVID-19 expenses. They, however, believe more is required.

"Roughly 30 percent of municipal general fund budgets in North Carolina go toward public safety. Without federal help backfilling these revenue holes, cuts to these services and personnel are inevitable," the letters read.

The mayors are aware that Congress is talking about further assistance, aimed at state and local governments. This is a state-wide issue, and Eccard wanted Brunswick County residents and their representatives in Washington to know this is an important issue.

In a Monday afternoon phone town hall meeting with Wilmington Mayor Bill Saffo, Tillis said he supports the idea of providing more flexibility for the state legislature and the governor with the money already received from the CARES Act. Tillis said the legislature has appropriated a little more than one-third of the money that the federal government has already sent.

Tillis said they will need to look into other specific shortfalls if more money is required.

"We have to provide relief to counties and towns. There's no question that the government orders, the stay-at-home orders and the business closures have had a dramatic impact on revenue," Tillis said. "I would support measures that will help towns and counties work through that. What I wouldn't support

is to provide additional assistance to governmental entities that had a problem before we ever knew what COVID-19 was.”