TOWN OF CHAPEL HILL
Town Council Business Meeting
Town Hall Council Chamber
405 Martin Luther King Jr. Blvd., Chapel Hill, NC 27514
7:00 P.M., JUNE 8, 2015

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OPENING

1. Approve Agenda. (no attachment)

2. Council Vacancy: Consider Appointment to Council Vacancy.

PETITIONS FROM THE PUBLIC

Petitions will not be acted upon at the time they are presented. It shall take a unanimous vote of the Council members present for a petition to be acted upon immediately upon its presentation. After receiving a petition, the Council shall, by simple motion, dispose of it as follows: consideration at a future regular meeting of the Council; or referral to another board or committee for study and report; or referral to the Town Manager for investigation and report; or receive for information. (Receiving does not imply approval, agreement, or consent.)

ANNOUNCEMENTS BY COUNCIL MEMBERS

CONSENT

Items of a routine nature will be placed on the Consent Agenda to be voted on in a block. Any item may be removed from the Consent Agenda by request of the Mayor or any Council Member.

3. Approve all Consent Agenda Items. (R-1)

4. Approve Recommendation for Funding Allocation from the Affordable Housing Development Reserve (AHDR). (R-2)

5. Authorize Drafting of a Preservation Easement for Council's Consideration for the Building at 100 W. Rosemary Street. (R-3)

6. Approve Pre-authorization to Enter into a Guaranteed Energy Savings Performance Contract. (R-4)

7. Repeal Section 21-43(c) of the Town Code of Ordinances Regarding Cyclists on Roadways. (O-1)

8. Amend the Council Procedures Manual to Add a Dedications and Memorials Policy as Recommended by the Council Naming Committee. (R-5)

9. Approve Placement of Additional Names on the Peace and Justice Plaza Marker as Recommended by the Council Naming Committee. (R-6)

10. Adopt Calendar of Council Meetings through December 2016. (R-7)

DISCUSSION

11. Consider the Final 2015-16 Budget and Related Items. (O-1.1)

    PRESENTER: Roger Stancil, Town Manager
    Ken Pennoyer, Business Management Director

    RECOMMENDATIONS: *That the Council enact the 2015-16 budget ordinance.*

12. Consider Repeal of Chapter 14, Articles 11-13 of the Code of Ordinances and Enactment of Proposed Chapter 14, Articles 11-14 of Code of Ordinances. (O-2)

    PRESENTER: Roger Stancil, Town Manager
    Anita Badrock, Human Resource Development Consultant

    RECOMMENDATIONS: *That the Council repeal Chapter 14, Articles XI, XII, and XIII (11-13) of the current Town Code and enact New Articles XI, XII, XIII and XIV (11-14) of Chapter 14 of the Town Code. These new Articles become effective September 1, 2015 and deal with conflict resolution, severe disciplinary action, and grievances.*

13. Overview of Tonight's Obey Creek Items.

    PRESENTER: Mary Jane Nirdlinger, Planning and Sustainability

    RECOMMENDATIONS: *That the Council consider the following four Obey Creek-related items.*

14. Consider Proposed Land Use Management Ordinance Text Amendment to Create the New Development Agreement-1 (DA-1) Zoning District. (R-8)(O-3)(R-9)

    PRESENTER: Mary Jane Nirdlinger, Planning and Sustainability

    a. Introduction and revised recommendations
    b. Comments and questions from the Mayor and Town Council
    c. Motion to adjourn the Public Hearing
    d. Motion to adopt the Resolution of Consistency with the Comprehensive Plan
    e. Motion to enact the ordinance establishing the new Development Agreement-1 zoning district.

RECOMMENDATIONS: *That the Council adopt the Resolution of Consistency with the Comprehensive Plan and enact Ordinance A to establish the new Development Agreement-1 zoning district.*

15. Consider Application for Zoning Atlas Amendment - To Rezone a Portion of the Obey Creek site to the Proposed Development Agreement-1 (DA-1) Zoning District. (R-10)(O-4)(R-11)

PRESENTER: Mary Jane Nirdlinger, Planning and Sustainability

a. Without objection, the revised report and any other materials submitted at the hearing for consideration by the Council will be entered into the record
b. Introduction and revised recommendation
c. Recommendation of the Planning Commission
d. Comments and questions from the Mayor and Town Council
e. Motion to adjourn Public Hearing
f. Motion to adopt the Resolution of Consistency with the Comprehensive Plan
g. Motion to enact the Ordinance to approve the rezoning.

RECOMMENDATIONS: *That the Council adopt the Resolution of Consistency with the Comprehensive Plan for the requested rezoning and enact the Ordinance to rezone the 44-acre portion of the Obey Creek site from Residential Low Density-1 (R-LD1) and Neighborhood Commercial (NC) to Development Agreement-1 (DA-1).*

16. Consider the Proposed Obey Creek Development Agreement. (O-5)(R-12)

PRESENTER: Mary Jane Nirdlinger, Planning and Sustainability

a. Introduction and recommendation
b. Comments and questions from the Mayor and Town Council
c. Motion to adjourn the Public Hearing
d. Motion to enact the ordinance approving the Obey Creek Development Agreement
e. Motion to adopt the resolution on continued action.

RECOMMENDATIONS: *That the Council enact the Ordinance to approve the Obey Creek Development Agreement and adopt the Resolution on Continued Action.*

17. Consider Authorization of Land Exchange at Obey Creek. (R-13)

PRESENTER: Mary Jane Nirdlinger, Planning and Sustainability

a. Introduction and recommendation
b. Motion to adopt Resolution A authorizing the land exchange.

RECOMMENDATIONS: *That the Council adopt Resolution A authorizing an exchange of Town-owned property within the Obey Creek site for the Wilson Creek Preserve property*

owned by Obey Creek Ventures, LLC.

APPOINTMENTS

18. Appointments to the Community Design Commission.

19. Appointments to Community Policing Advisory Committee.

20. Appointments to the Historic District Commission.

21. Appointment to the Housing Advisory Board.

22. Appointments to the Stormwater Management Utility Advisory Board.

23. Appointments to the Transportation and Connectivity Advisory Board.

RESERVED FOR DISCUSSION OF CONSENT AGENDA ITEMS IF NECESSARY

REQUEST FOR CLOSED SESSION TO DISCUSS PROPERTY ACQUISITION, PERSONNEL, AND LITIGATION MATTERS

TOWN OF CHAPEL HILL
NORTH CAROLINA

MEMORANDUM

Meeting Date: 06/08/2015
AGENDA #2

TO: Mayor and Town Council

FROM: Sabrina Oliver, Communications & Public Affairs Director/Town Clerk
Ralph D. Karpinos, Town Attorney

SUBJECT: Council Vacancy: Consider Appointment to Council Vacancy.

Recommended Council Action

- That the Council continue the process for considering appointing a person to fill the current vacancy on the Town Council.
- Ballots are provided for the Council's use.

Context with Key Issues

Pursuant to Town Charter, the Council adopted a process for filling the vacancy at the April 8, 2015 Work Session. The Council adopted a resolution setting a deadline of April 22, 2015 for accepting applications from interested persons and inviting the applicants to attend the April 27, 2015 Special Meeting to make comments regarding their interest in serving on the Council.

Applications have been received from the following persons and all have been determined to be eligible. On April 27, 2015, the Council nominated all of the applicants.

- Kevin Hicks[1]
- Adam Jones[2]
- Paul Neebe[3]
- Michael Parker[4]
- Amy Ryan[5]
- Gary Shaw[6]

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[1] http://chapelhillpublic.novusagenda.com/AttachmentViewer.aspx?AttachmentID=15275&ItemID=3251

[2] http://chapelhillpublic.novusagenda.com/AttachmentViewer.aspx?AttachmentID=15276&ItemID=3251

[3] http://chapelhillpublic.novusagenda.com/AttachmentViewer.aspx?AttachmentID=15277&ItemID=3251

[4] http://chapelhillpublic.novusagenda.com/AttachmentViewer.aspx?AttachmentID=15278&ItemID=3251

[5] http://chapelhillpublic.novusagenda.com/AttachmentViewer.aspx?AttachmentID=15279&ItemID=3251

[6] http://chapelhillpublic.novusagenda.com/AttachmentViewer.aspx?AttachmentID=15280&ItemID=3251

On April 27, the Council indicated its interest in providing an opportunity for the public to provide comment on the applicants before the Council entertained a motion to consider the action of voting.

On May 4 and May 11, the Council received public comment, but did not take action to fill the vacancy. On May 18 the Council voted 4-4 on a motion to consider filling the vacancy. On May 27, 2015, the Council took no action on this matter.

Tonight the Council may make an appointment to fill the vacancy for the remainder of the term of former Council member Matt Czajkowski. Five affirmative votes for a candidate are required to make an appointment. If the Council does not act to fill the vacancy this evening, the matter will return for consideration at the next Council meeting.

If an appointment is made this evening, swearing in of the appointee can be scheduled for the Council's May 27, 2015 public hearing meeting.

Ballots[7] will be available for use at the meeting.

[7] http://chapelhillpublic.novusagenda.com/AttachmentViewer.aspx?AttachmentID=15274&ItemID=3251

TOWN OF CHAPEL HILL
NORTH CAROLINA

EXECUTIVE SUMMARY

Meeting Date: 6/8/2015
AGENDA #3

Title of Agenda Item: Approve all Consent Agenda Items. (R-1)

Background: Items of a routine nature to be voted on in a block. Any item may be removed from the Consent Agenda by the request of the Mayor or any Council Member.

Fiscal Note: Please refer to each agenda item for specific fiscal notes.

Recommendations: That the Council adopt the various resolutions and ordinances.

ATTACHMENTS:
Viewing attachments may require Adobe Acrobat.

Resolution

A RESOLUTION ADOPTING VARIOUS RESOLUTIONS AND ENACTING VARIOUS ORDINANCES (2015-06-08/R-1)

BE IT RESOLVED by the Council of the Town of Chapel Hill that the Council hereby adopts the following resolutions and ordinances as submitted by the Town Manager in regard to the following:

4. Approve Recommendation for Funding Allocation from the Affordable Housing Development Reserve (AHDR). (R-2)

5. Authorize Drafting of Preservation Easement for Council's Consideration for the Building at 100 W. Rosemary Street. (R-3)

6. Approve Pre-authorization to Enter into a Guaranteed Energy Savings Performance Contract. (R-4)

7. Repeal Section 21-43(c) of the Town Code of Ordinances Regarding Cyclists on Roadways. (O-1)

8. Amend the Council Procedures Manual to Add a Dedications and Memorials Policy as Recommended by the Council Naming Committee. (R-5)

9. Approve Placement of Additional Names on the Peace and Justice Plaza Marker as Recommended by the Council Naming Committee. (R-6)

10. Adopt the Calendar of Council Meetings through December 2016. (R-7)

This the 8th day of June, 2015.

TOWN OF CHAPEL HILL
NORTH CAROLINA

MEMORANDUM

Meeting Date: 06/08/2015
AGENDA #4

TO: Roger L. Stancil, Town Manager

FROM: Loryn Clark, Housing and Community
Sarah Osmer Viñas, Housing and Community

SUBJECT: Recommendation for Funding Allocation from the Affordable Housing Development Reserve (AHDR)

Recommended Council Action

- That the Council approve the Housing Advisory Board's (HAB) funding recommendation for the Affordable Housing Development Reserve (AHDR) applications received in April 2015.

Background

- On March 23, 2015[1], the Town Council approved the staff and HAB recommendation to use the new affordable housing funds in the FY15 budget to establish an Affordable Housing Development Reserve[2].
- The AHDR is dedicated exclusively to the development and preservation of affordable housing and focus on four priority project areas:
  1. land bank and land acquisition,
  2. rental subsidy and development,
  3. homeownership development and assistance,
  4. future development planning.
- Following Council's discussion at the March 23rd business meeting, the HAB considered the key questions raised by the Council. At the April 14th meeting[3], the HAB unanimously agreed to:
  - Set aside at least 10% of the annual allocation to the AHDR for an opportunity fund to be reserved for future large-scale/highest priority projects.
  - Maintain flexibility in the amount to be allocated at each funding cycle. While there is no guarantee of additional funding cycles during any fiscal year, up to three total funding cycles may be available as funds allow.
  - Establish a minimum score of 70% for applications received to the AHDR.

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[1] http://chapelhillpublic.novusagenda.com/Bluesheet.aspx?itemid=3143&meetingid=333

[2] http://www.townofchapelhill.org/town-hall/departments-services/housing-and-community/funding/affordable-housing-development-reserve

[3] http://www.townofchapelhill.org/home/showdocument?id=27407

- Provide support to applicants through: a voluntary one-hour pre-application meeting, an orientation session open to all potential applicants, ongoing staff availability to answer questions, and online resources available on the Town website.

Overview of First AHDR Funding Cycle

- The first AHDR Request for Proposals (RFP) was announced on March 27, 2015 and three applications were received in advance of the April 24th deadline from:
  1. **EmPOWERment Inc.** – *Purchase and Renovation of Home in Northside Neighborhood*
     - Proposed Use of Funds: Purchase and renovate an existing house at 338 McMasters Street to be rented to a household with income at or below 60% Area Median Income (AMI)
     - Amount of Request: $60,000
     - Alignment with AHDR Priority Project Areas: 1) Property Acquisition and 2) Rental Development

  2. **Habitat for Humanity** – *Northside Land Acquisition and Second Mortgage Assistance Project*
     - Proposed Use of Funds: Purchase a property on Craig Street in the Northside neighborhood, as well as provide second mortgage assistance to buyers of seven Habitat homes that will be built starting in 2016 in Northside to qualifying households earning less than 60% AMI
     - Amount of Request: $270,000
     - Alignment with AHDR Priority Project Areas: 1) Land Acquisition and 3) Second Mortgage Assistance to Homeowners

  3. **Housing for New Hope** – *Rapid Rehousing and Rental Assistance Program*
     - Proposed Use of Funds: Provide rapid rehousing, tenant-based rental assistance, tenant support, and community resource database management to facilitate homeless individuals obtaining affordable housing in Chapel Hill
     - Amount of Request: $99,420
     - Alignment with AHDR Priority Project Areas: 2) Rental Subsidy and Assistance

Explanation of HAB Funding Recommendation

- On May 12, 2015[4], the HAB voted unanimously to recommend the following allocation of funding from the AHDR this funding cycle:
  - Empowerment Inc.: $27,000 (for property acquisition only)
  - Habitat for Humanity: $270,000
- The HAB did not recommend full funding for EmPOWERment's request because they did not believe that a sufficiently detailed scope of work and budget had been prepared for the proposed renovation. The Board recognizes the Town's goals of preserving and

[4] http://www.townofchapelhill.org/home/showdocument?id=27863

creating affordable housing in Northside and recommends allocating funds to EmPOWERment to acquire this property. The HAB also suggests that EmPOWERment have a detailed scope of work prepared for the renovation of this property before requesting funds for renovation expenses.

- The HAB did not recommend funding Housing for New Hope's proposal because while the proposed project represented an eligible use for the AHDR and believes the proposed is a worthy project, the proposal received a score below the minimum threshold of 70%. The Board also raised a concern that the majority of the request was for personnel expenses, rather than the direct development or preservation of affordable housing.

Fiscal Note

- $688,395 was allocated for this purpose in the FY15 budget, of which $200,000 was reserved for the Northside Neighborhood Initiative.
- The HAB's recommended allocation from the AHDR this funding cycle totals $297,000. Additionally, the HAB recommends reserving $68,395 for the opportunity fund.
- Thus, if the HAB funding recommendation is approved, the amount allocated this fiscal year from the AHDR totals $565,000, leaving $123,395 available to fund projects in the coming fiscal year.

Council Goal:

- Create A Place for Everyone
- Develop Good Places New Spaces
- Nurture Our Community

Attachments

- Resolution
- Affordable Housing Development Reserve Allocation Strategy

A RESOLUTION APPROVING FUNDING FROM THE AFFORDABLE HOUSING DEVELOMPENT RESERVE (AHDR) (2015-06-08/R-2)

WHEREAS, the Council allocated $688,395 for affordable housing in the fiscal year 2015 budget; and

WHEREAS, the Council approved the establishment of an Affordable Housing Development Reserve, which established the processes and parameters for dispersal of this affordable housing funding.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Town of Chapel Hill to approve the Housing Advisory Board's recommended funding plan for the AHDR April 2015 funding cycle:

Empowerment Inc:	$27,000 (for property purchase only)
Habitat for Humanity:	$270,000
Total:	$297,000

BE IT FURTHER RESOLVED that the Council approve the Housing Advisory Board's recommendation that 10% of the total allocation to the AHDR this fiscal year be reserved in an opportunity fund in the amount of $68,395 for future large-scale/priority projects.

This the 8th day of June, 2015.

Affordable Housing Development Reserve (AHDR)

Allocation Strategy

Introduction

The Town Council allocated new funds for affordable housing in the budget for fiscal year 2014-15. Rooted in existing plans and strategies, and based on guidance from Town Council, staff drafted a proposed allocation strategy for use of these funds.

Staff proposes that these funds be used exclusively on development and preservation of affordable housing and that their use align with the strategy statement of the Town's Affordable Housing Strategy:

> The Town of Chapel Hill's goal is to increase the availability of and access to housing for households and individuals with a range of incomes, from those who are homeless to those in middle-income households. The Town of Chapel Hill will work with for-profit and non-profit housing providers to offer a variety of housing opportunities that will promote socioeconomic diversity; provide individuals with the ability to remain in Chapel Hill through different stages in their lives; and support employee recruitment and retention.

Priority will be given to rental projects that serve households with incomes 60% and below the Area Median Income (AMI) and homeownership projects that serve households with incomes 80% and below the AMI.

The guiding documents that were used to put together this allocation strategy include the Affordable Housing Strategy (AHS), the Affordable Rental Housing Strategy (ARHS), the Northside and Pine Knolls Community Plan (CP), the 2014-16 Council Goals, and recommendations from the Orange County Affordable Housing Coalition.

Priority Projects

1. **Land Bank and Land Acquisition**
   Description: A land bank is a mechanism by which property can be strategically acquired, assembled, and redeployed to serve a community purpose, with a goal of creating inclusive, mixed income neighborhoods.

   Related Strategies and Goals:
   a. Fund land bank to acquire land for future affordable housing (rental and ownership) development. (ARHS)
   b. Acquire and preserve vacant land along transit corridors for future affordable development. (ARHS)
   c. Address the development pressures of the Pine Knolls and Northside neighborhoods by supporting a housing and cultural preservation program in the neighborhoods. (ARHS)

   Eligible Activities: Property and land acquisition and associated program expenses with emphasis in Northside and Pine Knolls neighborhoods and along transit corridors.

DRAFT

2. Rental Subsidy and Development Program

Description: Eligible projects support the development of rental housing opportunities for households earning less than 80% of the AMI or providing subsidies to reduce the monthly housing expenses for households earning less than 80% of the AMI. The 80% AMI threshold reflects the Town's priority to support housing for people at a range of income levels, but priority will be given to those with incomes below 60% AMI.

Related Strategies and Goals:

a. Establish useful incentives to encourage development of affordable rental units in all target income ranges. (ARHS)
b. Identify other properties that may be appropriate for redevelopment and encourage the production of affordable rental units through the use of incentives. (ARHS)

Eligible Activities: Security and utility connection fee assistance program, rental subsidy program, gap subsidies to developers to provide affordable units, new or redeveloped rental housing construction.

3. Home Ownership Development and Assistance Program

Description: The Town's Affordable Housing Strategy states a goal of increasing the availability and access to housing for households and individuals with a range of income, from those who are homeless to middle-income. Eligible projects support the development of owner occupied housing opportunities to create and preserve affordable housing opportunities for households earning up to 120% of the AMI. Priority will be given to those with incomes below 80% AMI.

Related Strategies and Goals:

a. Address the development pressures of the Pine Knolls and Northside neighborhoods by supporting a housing preservation program in the neighborhoods. (AHS)
b. Middle Income/Workforce Housing Second Mortgage Assistance Program. (CP)
c. Major and minor rehabilitation of existing housing. (CP)

Eligible Uses: Programs involving new construction, renovation, and redevelopment of existing units and second mortgage assistance programs.

4. Future Development Planning

Description: Eligible projects include strategic and master planning activities for specific areas to serve a community purpose, with a goal of creating inclusive, mixed income neighborhoods.

Related Strategies and Goals:

DRAFT

a. Partner for ambitious development that includes affordable rental on Greene Tract. (ARHS)
b. Initiate future development planning for the Greene Tract with ownership partners. (Council Goal 2016)

Eligible Activities: Pre-development costs, community engagement programs, and professional services for strategic and master planning.

Funding Allocation Process

- Accept applications three times per year (approximately every 4 months), synching funding application deadlines with existing processes.
  - February, award in April
  - June, award in September
  - October, award in January
- Application review process to be coordinated by Town staff with review and recommendation of the Housing Advisory Board. Final review and approval required by Council.
- Funds typically will be allocated on a reimbursement basis once projects have been completed.
- Evaluation of applications will be based on a scoring rubric.
- During each evaluation period, the Housing Advisory Board and the Council will consider retaining a portion of the annual appropriation for an "opportunity fund" that is reserved for future large-scale/highest priority projects.

DRAFT

TOWN OF CHAPEL HILL
NORTH CAROLINA

MEMORANDUM

Meeting Date: 06/08/2015
AGENDA #5

TO: Roger L. Stancil, Town Manager

FROM: Jason Damweber, Assistant to the Town Manager

SUBJECT: Authorize Drafting of a Preservation Easement for Council's Consideration for the Building at 100 W. Rosemary Street

Recommended Council Action

- That the Council authorize the Town Manager and Town Attorney to draft a preservation easement for Council's consideration for the Town-owned building located at 100 W. Rosemary Street (the former Town Hall building).

Explanation of Recommendation

- In previous discussions about the Town's real property assets, Council members expressed an interest in utilizing the property located at 100 W. Rosemary Street for an alternate purpose, which would continue to provide a community benefit, at the appropriate time in the future. Council members also expressed interest in preserving the building's architecturally distinctive exterior, regardless of future use.

Context with Key Issues

- The building located at 100 W. Rosemary Street was constructed in 1938 to serve as Chapel Hill's Town Hall and has since served a variety of municipal purposes.
- The Inter-Faith Council for Social Service (IFC) has operated out of the building since 1985, first utilizing only the basement, then expanding to the entire building. They are currently on a month-to-month lease and expect to relocate by the end of 2017.
- In 1990, the building was listed in the National Register of Historic Places. According to the Register, it is significant in the areas of "Community Planning and Development" and "Architecture."
- Town staff has met with local organizations to discuss potential partnerships for shared use of the building as a destination, including use as a museum, visitor information center, and/or expansion of the Town/UNC/Orange County partnership for a business venture lab or co-working space.
- Town staff would consult with Preservation North Carolina and/or Preservation Chapel Hill on the language of the draft easement.

Fiscal Note

- There are no fiscal impacts expected as a result of action taken in response to this item.

Council Goal:

- Create A Place for Everyone
- Develop Good Places, New Spaces

- Nurture Our Community

Attachments:

- Resolution

A RESOLUTION AUTHORIZING THE TOWN MANAGER AND TOWN ATTORNEY TO DRAFT A PRESERVATION EASEMENT FOR THE TOWN-OWNED PROPERTY LOCATED AT 100 W. ROSEMARY STREET FOR CONSIDERATION AT A FUTURE MEETING (2015-06-08/R-3)

WHEREAS, the building located at 100 W. Rosemary Street was constructed in 1938 to serve as Chapel Hill's Town Hall and has since served a variety of municipal purposes; and

WHEREAS, the Inter-Faith Council for Social Service (IFC) has operated out of the building since 1985, first utilizing only the basement, then expanding to the entire building; and

WHEREAS, in 1990, the building was listed in the National Register of Historic Places; and

WHEREAS, according to the Register, it is significant in the areas of "Community Planning and Development" and "Architecture;" and

WHEREAS, several Council Members have expressed an interest in preserving the building's architecturally distinctive exterior, regardless of future use.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Town of Chapel Hill that the Council authorizes the Town Manager and Town Attorney to draft a preservation agreement for the Town-owned property located at 100 W. Rosemary Street for Council's consideration at a future meeting.

This the 8th day of June, 2015.

TOWN OF CHAPEL HILL
NORTH CAROLINA

MEMORANDUM

Meeting Date: 06/08/2015
AGENDA #6

TO: Roger L. Stancil, Town Manager

FROM: John Richardson, Planning Manager for Sustainability
Jesse Freedman, Energy Management Specialist

SUBJECT: Consider Pre-authorization to Enter into a Guaranteed Energy Savings Performance Contract

Recommended Council Action

- That the Council approve the attached resolution authorizing the Town Manager to enter into a Guaranteed Energy Savings Performance Contract with Piedmont Service Group for up to $1.2 million for energy-related improvements to Town facilities.

Context with Key Issues

- In the fall of 2014, the Town competitively bid a Guaranteed Energy Savings Contract and selected Piedmont Service Group (PSG) to perform the work at Town Hall, the Community Center, and the Homestead Aquatics Center.
- Possible energy conservation measures include lighting, HVAC rebalancing and recommissioning, building controls, and a new pool dehumidification system. Additional projects may also include pool covers, pool pump control upgrades, chemical feed system upgrades, and HVAC ductwork reconfiguration. Many of these projects are deferred maintenance items that will also increase occupant comfort.
- The project will be funded using proceeds from the installment financing approved by the Council May 27, 2015 and the Town's Energy Bank funds. The contract with PSG is expected to last a maximum of 15 years.
- PSG is currently conducting an Investment Grade Audit that will solidify cost and savings estimates and will present a final scope to the staff project team in July/August. All work is expected to be completed by the end of the year.
- As part of a federal grant awarded to the North Carolina Department of Environment and Natural Resources (DENR), the Town has received assistance from DENR to manage the bidding process and will continue to receive third-party engineering review services from Advance Energy. The total estimated value of services from DENR and Advanced Energy is $50,000.

Explanation of Recommendation

- The Council subcommittee on Sustainability, Energy and Environment (SEE) has been briefed on the project and has generally expressed support for the anticipated benefits the project could achieve.
- Because the Local Government Commission requires a resolution by the Town Council before entering into a guaranteed energy savings performance contract, we are seeking

pre-authorization so that the Town may proceed with the project during the summer and complete the work by the end of the year.
- As noted above, the benefits to the Town are operational and energy savings, new equipment, better building control, and enhanced occupant comfort packaged in a revenue-neutral project.

Fiscal Note
- The estimated cost of the project is $840,000. The Town plans to use $310,000 from the Energy Bank and $530,000 in installment financing.
- Should PSG identify additional energy conservation measures during the audit, the Town plans to use funds remaining in the Energy Bank as well funds from related capital projects. The amount of the pre-authorization is $1.2 million to allow for this possibility.
- The Guaranteed Energy Savings Performance Contract is designed to be revenue neutral. Annual utility savings for the Town will equal or exceed the annual cost of the project. Operational savings to the Town, such as purchasing fewer bulbs or filters, are not included in this amount.
- All savings are guaranteed by PSG and backed by a payment and performance bond.

Council Goal:
- Develop Good Places New Spaces
- Nurture Our Community
- Support Community Prosperity and Engagement

Attachments
- Resolution
- Draft Energy Services Agreement

A RESOLUTION PRE-AUTHORIZING THE TOWN MANAGER TO FILE AN APPLICATION FOR APPROVAL OF A GUARANTEED ENERGY SAVINGS CONTRACT UP TO $1.2 MILLION AUTHORIZED BY NORTH CAROLINA GENERAL STATUTE 143-64.17B (2015-06-08/R-4)

WHEREAS, the Town of Chapel Hill, North Carolina (the "Town") desires to enter into a Guaranteed Energy Savings Contract (the "Contract") to install energy conservation measures (the "Project") so as to reduce energy consumption and/or energy-related operating costs; and

WHEREAS, the Town desires to finance the Project by the use of an installment contract authorized under North Carolina General Statute Sec.160A-20; and

WHEREAS, the term of the Contract does not exceed fifteen years from the date of the installation and acceptance by the local government unit of the energy conservation measures provided under the Contract; and

WHEREAS, the energy savings resulting from the performance of the Contract will equal or exceed the total cost of the Contract pursuant to an evaluation (Investment Grade Audit) performed by Piedmont Service Group on behalf of the Town; and

WHEREAS, the energy conservation measures to be installed under the Contract are for existing buildings; and

WHEREAS, findings of fact by this governing body must be presented to enable the North Carolina Local Government Commission to make its findings of fact set forth in North Carolina General Statute Sec. 159-151 prior to approval of the proposed contract.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Town of Chapel Hill, meeting in regular session on June 8, 2015, makes the following findings of fact:

1. The proposed Contract is necessary or expedient because the energy savings equal or exceed the cost of the project and will make necessary improvements to Town-owned facilities.

2. The proposed Contract is preferable to a bond issue for the same purpose because the energy savings of the contract are guaranteed for the term of the project and protected by a performance bond.

3. The sums to fall due under the Contract are adequate and not excessive for the proposed purpose because the energy savings over the period of the Contract are guaranteed to equal or exceed the total costs of the improvements.

4. The Town's debt management procedures and policies are sound because the project will utilize existing bond funding, supplemented with installment financing in accordance with the Local Government Bond Act, and the Town compares favorably with its North Carolina Triple-A rated peer group in debt benchmarks.

5. An increase in taxes is not necessary since the guaranteed energy savings equal or exceed the sums to fall due under the Contract.

6. The Town is not in default in any of its debt service obligations.

7. The attorney for the Town has rendered an opinion that the proposed project is authorized by law and is a purpose for which public funds may be expended pursuant to the Constitution and laws of North Carolina.

BE IT FURTHER RESOLVED that the Town Manager is hereby authorized to act on behalf of Town of Chapel Hill in filing an application with the North Carolina Local Government Commission for approval of the Project in an amount up to $1.2 million, to enter into a guaranteed energy savings performance contract with Piedmont Service Group for energy-related improvements to Town facilities as described in the report, and substantially represented in the draft agreement, presented to the Town Council on June 8, 2015, and to take other actions necessary to proceed with the Project described in this resolution.

This the 8th day of June, 2015.

STATE OF NORTH CAROLINA ENERGY SERVICES AGREEMENT GUARANTEED ENERGY PERFORMANCE

This Energy Services Agreement (the "Agreement" or "ESA") is entered into on _____,20____, by and between the _____ (the "**ISSUER**") and _____ with offices located at _____(the "**ESCO")** for the purpose of providing certain energy conservation measures ("ECMs"), consisting of services, systems and facilities designed to reduce energy consumption and costs in buildings owned and operated by the **ISSUER** which are described herein as the "Premises."

RECITALS

WHEREAS, the **ESCO** was selected by the **ISSUER** as a qualified provider to provide certain services that will result in decreased energy consumption and costs for certain of the ISSUER's existing facilities (the "Premises"). The services may include but are not limited to the following: energy use analyses, the design, delivery and installation of energy conservation measures which consist of systems and devices for the Premises (the "ECMs"), guarantee of energy savings, the training of designated **ISSUER's** employees, the maintenance and monitoring of the ECMs as provided herein, the measurement, verification and reporting of energy savings, and, if provided herein, financing of the project; and

WHEREAS, pursuant to the Investment Grade Energy Audit Agreement between the Parties dated _____ (the "Energy Audit Agreement"), the ESCO conducted an investment grade energy audit (the "Energy Audit") and prepared an energy audit report that contains specific recommendations and documentation concerning the energy conservation measures, systems and services to be provided at the Premises and is incorporated herein by reference (the "Energy Audit Report") which has been approved and accepted by the **ISSUER** as evidenced by the **ISSUER's** Acceptance Certification-Energy Audit Report as set forth in Attachment A; and

WHEREAS, the **ISSUER** has found that the energy savings resulting from the performance of this Agreement will equal or exceed the total cost of the Agreement; and

WHEREAS, the **ESCO** has agreed to guarantee a level of monetary savings to be achieved as the result of the professional and other services to be provided under this Agreement; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and intending to be legally bound hereby, the **ISSUER** and the **ESCO** hereby covenant and agree as follows:

1. TERM

This Agreement shall be effective on the date above first mentioned and continue for *[INSERT NUMBER OF YEARS]* from the date of the Certification of Final Acceptance (defined below) except as otherwise terminated pursuant to the terms of this Agreement.

2. THE ENERGY CONSERVATION PROJECT

2.1. Project Defined. The **ESCO** shall design, procure, fabricate and install the ECMs specified in Schedule E and provide training, commissioning, maintenance and monitoring and all other services specified in this Agreement and the Project Documents set forth in Paragraph 2.3 at the Premises described in Schedule A (collectively referred to herein as the "Project"). The design, procurement, fabrication, installation and commissioning of the ECMs specified in Schedule E and any training services described in Schedule J, which are integral to the operation of the ECMs, are referred to as the "Work." The maintenance, monitoring, and savings measurement and verification services detailed in Schedules F and L and any Post-Acceptance Training

services detailed in Schedule J is not included in the Work and are hereinafter referred to as the "Annual Services".

2.2. Energy Audit Report. Pursuant to the Energy Audit Agreement, the ESCO prepared the Energy Audit Report, which was accepted by the **ISSUER** and which contains specific recommendations and documentation concerning the energy conservation measures, systems and services to be provided at the Premises. The Project Documents referenced in Paragraph 2.3 shall govern in the event of any inconsistencies between the Energy Audit Report and the provisions of this Agreement.

2.3. Project Documents. The Project Documents include this Agreement, the Energy Audit Report, Submittals that are approved by the Issuer in writing, and the Certificates of Insurance and Bonds required by this Agreement. The Project Documents also include the following Schedules which are incorporated herein and made a part of this ESA when approved by the **ISSUER** and **ESCO**:

Schedule A	Existing known conditions, systems and hazardous materials inventory
Schedule B	Current and Known Future Capital Projects at the Premises
Schedule C	Baseline Energy Consumption
Schedule D	Standards of Comfort
Schedule E	ECMs and Equipment to be installed by the **ESCO**
Schedule F	Savings Measurement & Verification Calculation Formulae
Schedule G	Baseline Adjustment Methods for Weather, Changes in Building Use or Operating Hours
Schedule H	Systems Start-Up and Commissioning; Operating Parameters of Installed Equipment
Schedule I	Construction and Installation Schedule
Schedule J	**ESCO and ISSUER** Training Responsibilities
Schedule K	Warranties (including Equipment)
Schedule L	Maintenance Checklist and **ISSUER** & **ESCO** responsibilities
Schedule M	Proposed Final Project Cost & Final Project Cash Flow Analysis
Schedule N	Energy Savings Guarantee including form of Security
Schedule O	Compensation to the **ESCO**
Schedule P	Insurance and Bonds
Schedule Q	Financing Agreement
Schedule R	Loan Amortization

Exhibits:

Exhibit 1	Certificate of Acceptance – Investment Grade Audit Report
Exhibit 2	Individual ECM Acceptance
Exhibit 3	Certificate of Beneficial Use and Acceptance / Certificate of Occupancy (issued by Authority Having Jurisdiction)
Exhibit 4	Final Project Acceptance (issued by Issuer after Certificate of Beneficial Use and Acceptance / Certificate of Occupancy is issued by AHJ)

2.4. Review of Project Documents; Notification to the **ISSUER;** Corrections. The **ESCO** shall review all Project Documents, including all addenda, whether prepared by the **ESCO**, its subcontractors or furnished by the **ISSUER,** for errors, inconsistencies or omissions relative to the performance of the Project. Upon completion of its review of the Project Documents, and prior to commencing the Project, the **ESCO** shall provide written notice to the **ISSUER** that (i) there are no inconsistencies in the Project Documents pertaining to the performance of the Project at the Premises or conflicts with existing conditions on the Project; or (ii) specifying the nature of any conflicts or inconsistencies noted from the **ESCO's** review of the Project Documents. The ESCO shall notify the ISSUE of any error, inconsistency or omission that the ESCO discovers in the

Project Document before the ESCO commences the Project. In the event that the **ESCO** fails to properly prepare or review Project Documents or commences the Project without providing notice to the **ISSUER** of any error or inconsistency that it discovers in the Project Documents, the **ESCO** shall, upon written direction from the **ISSUER**, remove the deficient work and re-install the ECM pursuant to the Project Documents at no additional cost to the **ISSUER.**

3. THE ISSUER'S RIGHTS AND RESPONSIBILITIES:

3.1. Project Administration**.** The **ISSUER's** personnel designated in paragraph 10.14 shall be the principal point of contact between the **ISSUER** and the **ESCO** related to the performance of this Agreement. The Issuer will attend project meetings at the ESCO's request following reasonable notice by the ESCO and accommodation by the ESCO of the schedules of the Issuer's staff.

3.2. Approval of Submittals. The Issuer will ensure that the design and installation of the ECMs is consistent with the ECMs contemplated in the **ESCO's** Energy Audit. At the request of the **ISSUER**, and where appropriate or required, the **ESCO** shall provide on-site "mock-ups" and demonstrations of the ECMs that are proposed to be installed at the Premises which shall also be construed as Submittals pursuant to this Agreement. The **ISSUER** may also request additional materials, documents, or information.

No later than _____( ) business days after receipt by the **ISSUER** of any Submittal, the **ISSUER** shall review the Submittal for approval, which approval shall not be unreasonably withheld or delayed. If the ISSUER does not approve a Submittal, the **ISSUER** shall provide to the **ESCO** a written explanation as to the reason(s) for disapproval. No later than ten (10) business days following the receipt of the ISSUER's written disapproval, the **ESCO** shall submit a revised Submittal to the **ISSUER** for the **ISSUER's** review. The **ESCO** shall be responsible for any delays caused by rejection of incomplete or disapproved Submittals. The **ESCO** may not commence any of the Project without written approval by the **ISSUER**.

The **ESCO's** responsibility for errors, omissions, deviation from existing conditions, or deviation from the Project Documents in submittals is not relieved by the **ISSUER'S** review and approval thereof.

3.3. Right to Reject or Stop the Project. The **ISSUER** may reject any sequences or procedures proposed by the **ESCO** in connection with the Project which might constitute or create a hazard to the Premises, or to persons or property, or which deviate from the Project Documents or will result in schedule delays or additional costs to the **ISSUER**. This provision shall not be construed to mean that any portion of the Project which is not rejected is therefore approved. If the **ESCO** fails to correct defective Work or fails to supply labor, materials or equipment in accordance with the Project Documents or to execute the Project in a workmanlike manner, the **ISSUER** may order the **ESCO** to stop work on the Project, or any portion thereof, until the cause for such order has been eliminated.

3.4. Inspections. All materials and equipment and each part of the detail of the Project shall be subject at all times to inspection by the **ISSUER** or its designated representatives or consultants, and the **ESCO** will be held strictly to the true intent of this Agreement and the Project Documents with regard to quality of materials, workmanship, and the diligent execution of the Project.

i. The **ESCO** shall allow the **ISSUER** access to all parts of the Project, and shall furnish such information and assistance as is required to make a complete and detailed inspection or inspections. All material and equipment installed as part of the Project must be inspected, tested and approved in accordance with the Project Documents and this Agreement prior to its use.

ii. If the **ISSUER**'s inspection reveals Work that is faulty, defective, or does not conform to the Project Documents, the **ISSUER** must provide a written notice to the **ISSUER** describing such faulty, defective or nonconforming Work. The **ESCO** must correct the Work pursuant to Paragraph 4.12 below.

iii. Upon written request by the **ESCO**, the **ISSUER** shall schedule preliminary inspections of the Work as soon as practicable after notification by the **ESCO** that major ECMs or systems are substantially installed. If such Work is not acceptable to the **ISSUER** at the time of such preliminary inspections, the **ESCO** will be provided written notice as to the particular defects to be remedied before the Work will be accepted. The **ISSUER** will indicate its approval of an ECM by issuing a Certificate of Beneficial Use and Substantial Completion for the applicable ECM, the date of which will commence the warranty period for such ECM as set forth in Schedule K.

3.5. Emergencies. In case of bona fide emergencies as determined by the **ISSUER** involving public health or public safety or to protect against further loss or damage to the **ISSUER's** property or to prevent or minimize serious disruption of **ISSUER** services or to insure the integrity of **ISSUER's** records, the **ISSUER** may take appropriate action to prevent of minimize loss or damage to the Premises without prior notice to the **ESCO** or its surety.

3.6. Drawings, Specifications and Surveys. The **ISSUER** shall provide the **ESCO** with any existing surveys in the ISSUER's possession that describe the physical characteristics, legal limitations and utility locations for the Premises. All such information furnished by the **ISSUER** is furnished without any representation as to the accuracy of such information. The **ISSUER** will make available to the **ESCO** any working drawings, specifications, surveys and "As-Built" drawings concerning the Premises that are in the possession of the **ISSUER** and which relate to work being performed on the Premises by other companies, if any. All such information furnished by the **ISSUER** is furnished without any representation as to the accuracy of such information. All drawings, specifications, surveys and copies thereof furnished by the **ISSUER** are and shall remain **ISSUER's** property.

3.7. Ownership, Dissemination and Publication of Documents. The drawings, specifications, reports, renderings, models, electronic media and all such other documents to be prepared and furnished by the **ESCO** pursuant to this Agreement, shall be and remain the property of the **ISSUER.**

3.8. Interpretation of Agreement. The **ISSUER** shall have the authority to make a binding determination of questions of fact that arise in relation to the interpretation of this Agreement and the **ESCO's** performance hereunder. The **ESCO** shall proceed diligently with the performance of this Agreement and in accordance with the **ISSUER'S** decision. Continuation of the Project shall not be construed as a waiver of any other rights accruing to the **ESCO.**

4. INSTALLATION OF THE ENERGY CONSERVATION MEASURES

4.1. Implementation of the Work. The **ESCO** shall perform or cause its subcontractors to perform the Work pursuant to this Agreement. Construction and equipment installation shall proceed in accordance with the provisions contained in this Agreement and the Project Installation schedule approved by **ISSUER** and attached hereto as Schedule I. The **ESCO** shall monitor the performance of the work for compliance with this Agreement and shall ensure that the Work is accomplished in a workmanlike manner. All services which require the exercise of professional skills or judgment shall be accomplished by professionals qualified and competent in the applicable discipline and licensed as required in the State of North Carolina. All Project Documents which are required to be prepared by the **ESCO** shall be in accord with all applicable codes, standards and regulations and shall be prepared by qualified personnel. Where required by North Carolina law, Project Documents shall bear the stamp or seal of architects or engineers licensed in the State of North Carolina. The **ESCO** shall remain responsible for all services performed, whether by the **ESCO** or its subcontractors or others on its behalf, throughout the

term of this Agreement. The **ESCO** shall supervise and direct the performance of the Work using its best skill, attention and judgment. The **ESCO** shall be solely responsible for site safety and for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under this Agreement.

4.2. ECM Submittal. Within ___ days following the execution of this Agreement, the ESCO shall prepare a document for submission to the Issuer (hereinafter a "Submittal") that contains sufficient detail to allow the **ISSUER** to complete the review described in paragraph 3.2 above and includes:

i) Date (and for revisions of the Submittal, revision dates);
ii) Project Number and Title;
iii) Stamp or seal of the preparer of the Submittal, and the ESCO's certification that it has reviewed and approved the Submittal for accuracy and compliance with the provisions of this Agreement; and
iv) With respect to each ECM, drawings, plans, specifications, shop drawings, product data, and where appropriate or reasonably required, product samples.

4.3. ESCO's Personnel. The **ESCO** shall furnish a competent and adequate staff as necessary for the proper administration, coordination and supervision of the Work; organize the procurement of all materials and equipment so that they will be available at the time they are needed for the Work; and ensure that an adequate force of skilled workmen are available to complete the Work in accordance with all requirements of this Agreement. The **ESCO** shall also employ a competent project manager who shall be responsible for the coordination of the Work, and who shall be authorized to commit the **ESCO** with regard to manpower, schedule, coordination and cooperation. The project manager shall not have less than two years of documented experience in responsible field supervision for projects of comparable size and complexity. The **ESCO** shall give the **ISSUER** advance written notice if it intends to remove or replace the project manager**.** In the event the project manager fails to perform its duties under this Agreement the **ESCO** shall provide a competent replacement.

4.4. Subcontracting**.** The **ESCO** shall have the right to have any of the services to be provided by the **ESCO** under this Agreement accomplished by subcontractors pursuant to written subcontracts between the **ESCO** and such subcontractors. The **ESCO** shall, upon entering into any agreement with a subcontractor, furnish the **ISSUER** with an executed copy thereof. All subcontracts shall be subject to, consistent with, and in conformance with all applicable State and federal laws, rules, regulations and codes, and shall contain provisions that require all services to be performed in strict accordance with the requirements of this Agreement and shall provide that the subcontractors are subject to all the terms of this Agreement. Provided that such agreements do not prejudice any of the **ISSUER's** rights under this Agreement, such agreements may contain different provisions than are provided herein with respect to extensions of schedule, time of completion, payments, guarantees and matters not affecting the quality of the Work.

4.5. Permits and Approvals. The **ESCO** shall obtain and pay for all necessary permits and approvals for the design**,** installation and operation of the ECMs. The **ISSUER** shall exercise its best efforts to assist the **ESCO** in securing applicable permits and approvals. The ECMs and the operation of the ECMs by the **ESCO** shall at all times conform to all applicable laws, regulations, and codes. The **ESCO** shall furnish copies of each permit or license which is required to perform the Work to the **ISSUER** before the **ESCO** commences the portion of the Work requiring such permit or license. If the **ESCO** observes that any of the Project Documents are at variance with permits or licenses granted, or laws, ordinances, codes, rules or regulations of governmental authorities, the **ESCO** shall promptly notify the **ISSUER** in writing and shall make any necessary

changes, subject to the approval thereof by the **ISSUER** in accordance with the terms of this Agreement. If the **ESCO** performs any Work which is contrary to any permit or license granted, or any applicable laws, ordinances, codes, rules or regulations, the **ESCO** shall make changes as required to comply therewith and shall bear all costs arising there from.

4.6. Coordination of the Work. The **ESCO** shall consult with the personnel designated by the **ISSUER** in order to coordinate the Work, including installation of any ECM. The **ESCO** shall not permit any act that will interfere with the performance of the **ISSUER's** business activities at the Premises without the prior written approval of the **ISSUER**. The **ESCO** shall consult with the **ISSUER** regarding the coordination of the Work with any other work being performed by other Companies at the Premises.

4.7. Changed Conditions. Should the **ESCO** encounter subsurface or latent physical conditions at the Premises which differ materially from those indicated in the Project Documents or from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement, the **ESCO** shall give written notice to the **ISSUER** before any such condition is disturbed or further disturbed. The **ISSUER** will promptly investigate and, if it is determined that the conditions materially differ from those which **ESCO** should reasonably have been expected to discover or anticipate, the **ISSUER** may approve such changes in the Project Documents as the Issuer deems necessary. If such changed conditions cause an increase or decrease in the **ESCO's** cost or time of performance, the parties will negotiate a mutually acceptable solution.

4.8. Royalties and Patents The **ESCO** shall pay all royalties and license fees due to third parties in connection with the Work.

4.9. Project Meetings. The **ESCO** shall provide for regularly scheduled project meetings in the Project Installation Schedule, and shall give timely advance written notice and agenda of such meetings to the **ISSUER**. The **ESCO** shall record minutes and distribute copies of minutes of meetings to the **ISSUER** within five (5) business days after each meeting. The **ESCO** shall schedule additional project meetings if requested by the **ISSUER**.

4.10. Verification of Dimensions and Existing Conditions. The **ESCO** is responsible for becoming knowledgeable of the conditions of the Premises relating to the performance of the Work and the conditions under which the Work is to be performed. All dimensions and existing conditions have been verified by the **ESCO** during the ESCO's performance of the Energy Audit by actual measurement and observation. All discrepancies between the requirements of the Project Documents and the existing conditions or dimensions shall be reported to the **ISSUER** as soon as they are discovered. Failure to verify and report prior to the commencement of the Work shall constitute the **ESCO's** acceptance of existing conditions as fit for the proper execution of the Work under this Agreement.

4.11. Insurance. The **ESCO** shall purchase, maintain and provide evidence of insurance coverage of the types, in the amounts and for the periods specified in Schedule P. Subsequent to the date of the Certificate of Project Acceptance, the **ISSUER** shall be responsible for providing insurance coverage on the ECMs.

The **ESCO** shall not commence performance of the Project until the ESCO obtains insurance that conforms to the standards in Schedule P and which is approved in writing by the **ISSUER**. Notwithstanding the foregoing, the failure of the **ISSUER** to obtain such evidence from the **ESCO** before permitting the **ESCO** to commence the Project shall not be deemed to be a waiver by the **ISSUER**, and the **ESCO** shall remain under a continuing obligation to obtain and maintain the required insurance coverage and to supply evidence of coverage in accordance with Schedule P.

The **ESCO's** failure to obtain or keep such insurance in force shall constitute an Event of Default under this Agreement within the meaning of Section 11 of this Agreement and in addition to the remedies provided therein, the **ISSUER** reserves the right to stop the Project until evidence of the requisite coverage is provided. The **ESCO** shall require all subcontractors performing any portion of the Project to carry the insurance required in Schedule P, or the **ESCO** may provide the required coverage for any or all subcontractors. If the ESCO elects to provide the required insurance coverage for any of its subcontractors, the ESCO shall cause the subcontractor to be expressly named in any Certificate of Insurance required to demonstrate compliance with this Agreement. The **ESCO** and each of its subcontractors agree that each insurer shall waive any rights of subrogation against the **ISSUER**.

The **ESCO** shall timely renew the required insurance as necessary to keep such coverage in effect for the periods specified in Schedule P and shall supply the **ISSUER**, not less than sixty (60) days prior to any expiration or renewal dates for such insurance policies, with evidence of all required insurance including updated replacement Certificates of Insurance and amendatory riders or endorsements that clearly evidence the continuation of all coverage in the same manner, limits of protection, and scope of coverage, as was provided by the Certificates of Insurance, amendatory riders or endorsements originally supplied. The **ISSUER** shall be a named additional insured in any policy of insurance required by this Agreement

The **ESCO** expressly understands and agrees that any insurance protection furnished by the **ESCO** hereunder shall in no way limit the ESCO's responsibility to indemnify and save harmless the **ISSUER** under the provisions of this Agreement.

4.12. Performance and Labor and Material Payment Bonds. The **ESCO** shall, prior to commencing the Project, deliver to the **ISSUER** a Performance Bond and a Labor and Material Payment Bond that conforms to the requirements of N.C. General Statute Chapter 44-A, Article 3.

4.13. Material and Workmanship. The **ESCO** shall ensure that all materials used by the **ESCO** and its subcontractors and workmanship performed or caused to be performed by the **ESCO** in connection with the Work meets or exceeds all applicable codes and is performed in a workmanlike manner. Where conflicts exist between applicable codes, the more stringent provision shall apply;

i. The **ESCO** shall ensure that all equipment and materials to be used in the Work for which Underwriters Laboratory labeling services is provided shall be UL labeled;

ii. The **ESCO** shall obey the following list of codes where applicable:

1) Any applicable construction and electrical code;
2) Underwriters Laboratories (UL);
3) Insulated Power Cable Engineers Association (IPCEA);
4) National Electrical Code (NEC);
5) National Electrical Manufacturers Association (NEMA);
6) American National Standards Institute (ANSI); and
7) Institute of Electrical and Electronic Engineers (IEEE).

iii. The **ESCO** shall be responsible, at its sole cost, for the disposal of all equipment and materials removed or replaced through its performance of the Work in accordance with all applicable laws and regulations regarding such disposal, except those items designated by the **ISSUER** as non-disposable. The cost of disposal to be performed by the **ESCO** is included in the **ESCO** compensation for the Work set forth in Schedule O.

4.14. Correction of the Work. The **ESCO shall**, if the ISSUER requests, remove or uncover such portions of the finished Work as the ISSUER may direct. After the examination, the ESCO shall

restore said portion of the Work to the standard required by this Agreement and the Project Documents. If the Work thus exposed or examined proves acceptable, the expenses of uncovering or removing and the replacing of the parts removed shall be the responsibility of the ISSUER and such uncovering, removing and replacing shall be deemed to be an excusable event of delay, if a delay in completion is caused thereby. If the Work so exposed or examined has not been performed in accordance with the Project Documents, the expense of uncovering, removing and replacing any portion of the Work necessary to comply with this Agreement and the Project Documents shall be borne by the ESCO and requests for a time extension or claims for delay will not be granted.

4.15. Responsibility for Materials. The **ESCO** shall be responsible for the contracted quality and standards of all materials, components or completed Work furnished by the **ESCO** pursuant to the terms hereof. Materials, components or completed Work which fails to comply with this Agreement and the Project Documents may be rejected by the **ISSUER** and shall be replaced by the **ESCO** at no cost to the **ISSUER**. The **ESCO** shall remove from the Premises within a reasonable time any materials or components so rejected at the entire expense of the **ESCO**, after written notice has been delivered by the **ISSUER** to the **ESCO** that such materials or components have been rejected. The **ISSUER** does not assume any responsibility for the availability of any controlled materials or other materials and equipment required for the Work. However, **ISSUER** reserves the right to review and approve the quality and standards for all materials.

4.16. Hazardous Materials. The **ESCO** acknowledges that compliance with the National Emission Standard for Hazardous Air Pollutants as promulgated by the United States Environmental Protection Agency pursuant to Section 112 of the Clean Air Act is a continuing obligation requiring any and all demolition or renovation activity completed by or on behalf of the **ISSUER** to conform to the standards for such activity as set forth in 40 CFR 61.145. The **ESCO** shall observe all notification procedures established by the United States and North Carolina environmental protection agencies in the execution of the Project. In addition, the ESCO shall comply with any Asbestos Management Plan that has been developed for the Premises.

In the event that the **ESCO,** or any of its subcontractors, encounters any hazardous substance or material covered by the Act in the performance of the Work, the existence of which has not previously been disclosed to the **ESCO** by the **ISSUER** the **ESCO** shall, before disturbing such materials, immediately notify the **ISSUER** of the location thereof. The **ESCO** shall advise the **ISSUER** as to whether it is feasible to re-route the Work as to avoid such materials. If such re-routing is reasonably feasible, the **ESCO** shall do so without additional compensation hereunder. If such re-routing or avoidance is not reasonably feasible in the judgment of the **ISSUER** and such material must be disturbed or relocated to complete the Work, and if (i) removal or containment of the hazardous substance or material cannot be effectuated without a cessation of the Work; or (ii) applicable law, rule or regulation requires cessation of the Work, or (iii) continuation of the Work exposes any person to a substantial risk, the **ESCO** may suspend its performance of the Work without penalty until the substance or material is removed or contained by the **ISSUER**.

The following options are available to the **ISSUER** in the event that undisclosed hazardous materials are encountered in the performance of the Work by the **ESCO** or its subcontractors:

1. If feasible, the **ISSUER** may direct the **ESCO** to modify the scope of the Work to eliminate portions of the Work affected by the undisclosed hazardous substance or material.
2. The **ISSUER** may terminate this Agreement upon payment to the **ESCO** of the amount due for services or materials and equipment supplied by the **ESCO** prior to suspension of the Work, including damages caused by the delay as prescribed by the Act. Provided, however, that the **ISSUER** shall not be liable for damages or

other costs or expenses incurred by the **ESCO** if the existence of the hazardous substance or material was disclosed to the **ESCO** by the **ISSUER** or, if as a result of the **ESCO's** review of the Project Documents, including any Asbestos Management Plan developed for the Premises and its investigation of the Premises, the **ESCO** should reasonably have been expected to discover or anticipate the existence of the hazardous substance or material and the **ESCO** could have developed the scope of the Work in such a manner as to avoid said hazardous substance or material.

3. The **ESCO** and the **ISSUER** agree that any work relating to (i) asbestos, material containing asbestos, or the existence, use, detection, removal, containment or treatment thereof, or (ii) pollutants, hazardous wastes, hazardous materials, contaminants (collectively "Hazardous Materials") or the storage, handling, use, transportation, treatment or the disposal, discharge, leakage, detection removal or containment thereof which is not specifically provided for in this Agreement, is the responsibility of the **ISSUER**. Notwithstanding the foregoing, the **ESCO** will utilize due diligence in order to determine whether the Work will require the removal of PCB ballasts and whether asbestos is likely to be encountered in the performance of the Work. **ESCO** shall provide the **ISSUER** with an estimate for the cost of removal and disposition of PCB ballasts and asbestos it expects may be encountered in the performance of the Work and shall allow for an amount equal to the estimated cost of removal and disposal in the Guaranteed Savings detailed in Schedule N.

4.17. Systems Startup/Commissioning. The **ESCO** shall conduct a thorough and systematic performance test of each element and total system of the installed ECMs in accordance with Schedule H. The **ESCO** shall provide advance written notice of at least ten (10) business days to the **ISSUER** of the scheduled test(s). The **ISSUER** shall have the right to designate representatives to be present at any or all such tests including representatives of the manufacturers of the ECMs. The **ESCO** shall demonstrate that all ECMs installed comply with the requirements of the Project Documents. The **ESCO** shall test all components and systems of the installed ECMs. The **ESCO**, or its subcontractor(s), shall correct or adjust all deficiencies in operation of the ECMs.

4.18. Cooperation with the **ISSUER**'s Consultants. The **ISSUER** reserves the right to designate authorized representatives or to retain consultants at its expense**,** including but not limited to a licensed architect or engineer, to act on its behalf with respect to administering the performance required under this Agreement throughout its term. The **ISSUER** and its representatives and consultants shall at all times have access to the Premises during the ESCO's implementation of the Project. The **ESCO** agrees to cooperate with any representative of, or consultant retained by, the **ISSUER**.

4.19. Miscellaneous. Other rights and responsibilities of the **ESCO** are set forth throughout this Agreement and in the Project Documents and are included under other titles, articles, sections and headings for convenience. It is the responsibility of the **ESCO** to familiarize itself with all provisions of this Agreement and the Project Documents in order to understand fully the entirety of its rights and responsibilities hereunder.

5. PAYMENTS TO ESCO

5.1. Compensation. **ISSUER** will pay **ESCO** no more than $_____ for the Work in the amounts and in accordance with Schedule O hereto (the "Work Compensation"). The **ISSUER** will pay

ESCO no more than $_____ for the Annual Services in the amounts and in accordance with Schedule O hereto.

5.2. Payments for Work in Progress. The ESCO shall submit invoices for the Work, including back up documentation, to the ISSUER for the ISSUER's review and approval on the schedule provided for the Work in Schedule O. No later than _____ (___) calendar days following the receipt of any invoice, the ISSUER shall inspect the Work for which the ESCO requests payment and notify the ESCO in writing of the ISSUER's approval or disapproval. Any disapproval of the Work shall be corrected in accordance with paragraph 4.14 above. No later than _____( ) calendar days from the **ISSUER's** approval of the Work addressed in any invoice, the **ISSUER** shall pay, or cause to be paid to **ESCO,** 95% of the total costs of approved Work. 5% of the total invoice shall be retained by the ISSUER until the issuance of the Certificate of Project Acceptance pursuant to Paragraph 6.1. The **ISSUER** may, upon request or at its discretion, furnish to a Subcontractor, if practicable, information regarding the percentages of completion of the Work that is the subject of any invoice and the action taken thereon by the **ESCO** on account of Work done by such Subcontractor. No payment to the ESCO, nor any partial or entire use of occupancy or the Premises by the **ISSUER** shall constitute an acceptance of any Work that is not completed in accordance with the provisions of this Agreement.

5.3. Final Installation Payment for the Work. No later than _____( ) days from the date of the Certificate of Final Acceptance, the **ISSUER** shall pay or cause to be paid to **ESCO** the entire unpaid balance of the Work Compensation invoiced by the **ESCO**, less the amount of any sums which continue to be retained to satisfy the cost of performing any change in the work which is the subject of any claim or dispute and which has not yet been satisfactorily performed by **ESCO.**

5.4. Billing Procedures for the Annual Services. The ESCO shall submit invoices for the Annual Services, including back up documentation, to the ISSUER for the ISSUER's review and approval on the schedule provided for the Annual Services in Schedule O. No later than _____ (___) calendar days following the receipt of any invoice, the ISSUER shall inspect the Annual Services for which the ESCO requests payment and notify the ESCO in writing of the ISSUER's approval or disapproval. Any disapproval of the Annual Services shall be addressed in accordance with paragraph 4.14 above. No later than _____( ) calendar days from the **ISSUER's** approval of the Annual Services addressed in any invoice, the **ISSUER** shall pay, or cause to be paid to ESCO the costs of approved Annual Services.

6. ACCEPTANCE OF THE WORK

6.1. Final Inspection by the Issuer. The ESCO shall promptly notify the Issuer following the ESCO's completion of the Work. Upon notification, the Issuer will inspect the work for compliance with this Agreement. Any corrective measures shall be made by the ESCO pursuant to Paragraph 4.14. When the Issuer deems the Work complete, the Issuer shall issue a Certificate of Project Acceptance as set forth in Attachment B.

6.2. Final Submittal. The **ESCO** shall submit the following documents to the **ISSUER** with notice described above:

- **i.** All Project Documents;
- **ii.** The **ESCO** shall submit lien waivers, sworn statements, guarantees, full releases or other evidence reasonably satisfactory to the **ISSUER** that there are no liens, claims or stop notices pending, filed or threatened against the **ISSUER**, the **ESCO**, the Work, the Premises or the ECMs whatsoever.
- **iii.** Certificates of compliance for all ECMs which require local government inspection;
- **iv.** Asbestos abatement compliance records, if applicable; and
- **v.** Any other documentation reasonably required by the **ISSUER**.

7. OPERATION, MAINTENANCE, AND TRAINING

7.1. ECM Warranties. The **ESCO** warrants that all ECMs designed, procured, fabricated and installed pursuant to this Agreement are new, in good and proper working condition and are of merchantable quality and fit for the particular purposes of enabling the **ISSUER** to reduce energy consumption and operating cost. The **ESCO** further warrants that the ECMs are protected by appropriate written warranties covering all parts and equipment performance for the periods specified in Schedule K and Exhibit III**.** The **ESCO** shall deliver to the **ISSUER** for inspection and approval all such written warranties and shall pursue rights and remedies against the manufacturer and each prior seller of the ECMs under the warranties in the event of equipment malfunction, improper or defective function, or defects in parts, workmanship or performance. The **ESCO** shall be responsible for managing all warranty activity during the warranty periods set forth in Schedule K and Exhibit III and shall notify the **ISSUER** whenever defects in equipment, parts or performance occur, which give rise to such rights and remedies and that those rights and remedies are exercised by the **ESCO**. The cost of any damage, loss or claims by any person arising out of the use or operation of the ECMs or damage to the ECMs and their performance, including damage to other property and equipment of the **ISSUER** or the Premises, due to the **ESCO's** failure to exercise its warranty rights shall be borne solely by the **ESCO**.

All warranties shall be transferable and extend to the **ISSUER**. The warranties shall specify that only new, and not reconditioned, parts may be used and installed when repair is necessitated by malfunction. The **ESCO** also warrants that all workmanship, materials, and equipment used in conjunction with the ECMs are in conformance with the Project Documents and are free from defects for the period, commencing with the date of the Certificate of Beneficial Use and Acceptance for each ECM and continuing for the period set forth in Schedule K and Exhibit III**.**

7.2. Correction of Warranted Work.

7.2.1. Commencing with the date of the Certificate of Beneficial Use and Acceptance for each ECM and continuing for the warranty periods set forth in Schedule K and Exhibit III for each ECM, or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by the Project Documents, the **ESCO** shall correct or replace all faulty, defective or nonconforming Work related to any ECM, or malfunctioning portions thereof. If the **ISSUER** has reason to believe that any portion of the Work is faulty, defective, or nonconforming with the Project Documents, the **ISSUER** shall give the ESCO written notice as soon as practical after the ISSUER's discovery. Within ____ days of receipt of written notice from the **ISSUER** to correct such fault or defect, the **ESCO** shall correct the Work unless the **ISSUER** has given the **ESCO** a written waiver of the ESCO's responsibility for the specific fault or defect. Notice may be given by telephone in the event of an emergency situation. The **ESCO** shall bear all costs of replacing or correcting such faulty, defective or nonconforming Work.

7.2.2. Nothing contained in this Section shall be construed to establish a period of limitation with respect to any other obligation which the **ESCO** might have under the Project Documents. The establishment of the time period within which Work must corrected set forth in Paragraph 7.2.1 above, relates only to the specific obligation of the **ESCO** to correct the Work and has no relationship to the time within which its obligation to comply with the Project Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the **ESCO's** liability with respect to its obligations other than to specifically correct the Work. Notwithstanding the provisions of this Paragraph 7.2.2, the **ESCO** shall, on written

demand made by the **ISSUER**, at any time within the ten (10) year period following the date of the Certificate of Project Acceptance, promptly repair or replace all defective or non-conforming work resulting from fraudulent misrepresentation, fraudulent concealment or gross negligence by the **ESCO** or its subcontractors in the performance of the Work.

7.3. ESCO Maintenance and Monitoring Responsibilities for ECMs. The **ESCO** shall be responsible for providing the maintenance, monitoring**,** repairs, and adjustments to the ECMs as set forth in Schedule L. All replacements of and alterations or additions to the ECMs by the **ESCO** shall become part of the ECMs and shall become the property of the **ISSUER**. Any replacements, alterations or additions made by the **ESCO** to the **ISSUER**'s pre-existing equipment, or equipment acquired by the **ISSUER** during the term of this Agreement, shall become part of said equipment and be owned by the **ISSUER**. The **ESCO** shall be compensated for such maintenance and monitoring services pursuant to Schedule O hereof. In the event of the **ESCO's** failure to provide required maintenance, service, repairs and adjustments to the ECMs, as provided in Schedule L or if an Event of Default exists pursuant to Section 11, the **ISSUER** may withhold fees due to the **ESCO** for such services until such repairs or adjustments are completed or such Event of Default is cured. The **ISSUER** shall notify the **ESCO** in writing when any payments are so withheld. The withholding of fees by the **ISSUER** under this Paragraph 7.3 shall not release the **ESCO** from its obligation to provide the Energy Savings Guaranty pursuant to Section 9 and Schedule N hereof.

7.4. **ISSUER** Operating and Maintenance Responsibilities for ECMs. The **ISSUER** shall be responsible for providing the maintenance, monitoring, service, repairs and adjustments to the ECMs as set forth in Schedule L. Except as set forth in Schedule L, the **ISSUER** shall not move, modify, remove, adjust, alter or change in any material way the ECMs, or any part thereof, during the term of this Agreement, without prior written approval of the **ESCO**, except in the event of an occurrence reasonably deemed by the **ISSUER** to constitute a bona fide emergency. The **ISSUER** acknowledges that substantial and long term deviations, from the operating conditions set forth in the Schedules to this Agreement may constitute a Material Change in accordance with Paragraph 10.3 hereof. In addition to the responsibilities set forth in Schedule L, the **ISSUER** shall use its best efforts to maintain the Premises in good repair and to protect and preserve the ECMs in good repair and condition in accordance with applicable manufacturers' recommendations which shall be provided to the **ISSUER** by the **ESCO** and to maintain the operating conditions of all non ECM mechanical systems and energy related systems located at the Premises. The **ESCO** shall notify the **ISSUER** of any improper maintenance or repair as soon as **ESCO** has notice thereof. The **ISSUER** acknowledges that improper repairs or maintenance of the ECMs not seasonably corrected after notice may constitute a Material Change in accordance with paragraph 8.5, and that the provisions of paragraph 9.5 may be applicable.

7.5. Training by the **ESCO**. The **ESCO** shall conduct the training program described in Schedule J hereto.

7.6. ECMs Upgrades; Alterations. The **ESCO** shall have the right, at all times during the term of this Agreement, subject to the **ISSUER**'s written approval, to modify or replace any of the ECMs or install additional ECMs and to revise any procedures for the operation of the ECMs or implement other procedures at the Premises provided that:

i. such actions by the **ESCO** do not result in modifying the standards of comfort and service set forth in Schedule D without the express written approval of the **ISSUER**;
ii. such modifications or additions to, or replacements of the ECMs, and any operational changes, or new procedures are necessary to enable the **ESCO** to achieve the energy savings guaranteed by the **ESCO** at the Premises; and

iii. any costs incurred relative to such modifications, additions or replacements of the ECMs, or operational changes or new procedures shall be the responsibility of the **ESCO**.

All modifications, additions or replacements of the ECMs or revisions to operating or other procedures shall be described in a supplemental schedule(s) to be provided to the **ISSUER** for approval, which shall not be unreasonably withheld, and incorporated into this Agreement provided that any replacement ECM shall be new and have equal or better potential to reduce energy consumption at the Premises than the ECM being replaced. The **ESCO** shall continuously update all ECM software unless the **ESCO** certifies to the **ISSUER** that a specific update would lower the energy and cost savings that are realized from that **ECM.** All replacements of and alterations or additions to the ECMs shall become part of the ECMs described in Schedule E and shall become the property of the **ISSUER**.

7.7. Malfunction and Emergencies. The **ISSUER** shall use its best efforts to notify the **ESCO** or its designee within forty-eight (48) hours after the **ISSUER's** actual knowledge of the occurrence of:

i. Any material malfunction in the operation of the ECMs or any related non ECM energy-related equipment or systems;
ii. Any material interruption or alteration of the energy supply to the Premises*;*
iii. Any material alteration or modification in the ECMs or their operation; and
iv. Any material alteration, modification or change in the Premises or the use of the Premises*.*

7.8. Responsibility for Certain ECM Malfunctions. The **ESCO** agrees to compensate the **ISSUER** for business expenses, damages to real or personal property, lost profits, lost revenues, resulting from ECM malfunction due solely or in part to nonperformance or error by the **ESCO.**

7.9. Ownership of Certain Proprietary Property Rights. The **ISSUER** shall acquire no ownership interest in any software, formulas, patterns devices, secret inventions or processes, or copyright, patents, and other intellectual and proprietary rights or similar items of property which are or may become used in connection with the ECMs. The **ESCO** shall grant, or otherwise lawfully furnish, to the **ISSUER** a perpetual, irrevocable royalty-free license for any and all software or other intellectual property rights necessary for the **ISSUER** to continue to operate, maintain, and repair the ECMs in a manner that will maximize energy consumption reductions beyond the expiration of this Agreement for at least twice the useful life of each ECM.

8. THE PREMISES

8.1. Description of the Premises. The Premises in which the ECMs are to be installed and services are to be provided by the **ESCO** under this Agreement are described in Schedule A.

8.2. Ownership of Existing Property. The Premises and all equipment and materials existing at the Premises at the time of execution of this Agreement shall remain the property of the **ISSUER.**

8.3. Location and Access. The **ISSUER** shall provide sufficient space at the Premises for the installation and operation of the ECMs for the term of this Agreement, including access to office space with a telephone line, if necessary to allow the **ESCO** to perform required maintenance, monitoring and training services. The **ISSUER** shall provide access to the Premises for the **ESCO** and its employees or subcontractors to install, adjust, inspect, maintain and repair the ECMs in accordance with the terms of this Agreement during regular business hours, or such other reasonable hours as may be requested by the **ESCO** and acceptable to the **ISSUER**. The **ESCO's** access to correct any emergency condition shall not be unreasonably restricted by the **ISSUER**.

8.4. Harm to Structure of the Premises. The **ESCO** shall perform the Work under this Agreement and install the ECMs in such a manner so as not to harm the structural integrity of the Premises or their operating systems, except as specifically described in the Project Documents which have been approved by the **ISSUER**. The **ESCO** shall repair and restore to its condition immediately preceding the performance of the Work, any area of damage caused by its performance under this Agreement which has not been so described in the Project Documents and approved by the **ISSUER**.

8.5. Material Change Defined. A "Material Change" shall include any change in or to the Premises, not covered by Schedule A, whether structural, operational or otherwise in nature which reasonably could be expected, in the judgment of the **ISSUER** to increase or decrease annual costs of energy usage. Actions by the **ISSUER** which constitute a Material Change include are not limited to the following:

i. Changes in the manner of use of the Premises by the **ISSUER**; or
ii. Changes in the hours of operation for the Premises or for any equipment or energy using systems operating at the Premises; or
iii. Permanent changes in the comfort and service conditions set forth in Schedule D; or
iv. Changes in the occupancy of the Premises; or
v. Changes in the structure of the Premises; or
vi. Changes in the types and quantities of equipment used at the Premises; or
vii. Modification, renovation or construction at the Premises; or
viii. **ISSUER's** failure to provide maintenance of the ECMs pursuant to Paragraph 9.5 hereof; or
ix. Any significant damage to the Premises or the ECMs caused by fire, flood, or other casualty or any condemnation affecting a significant portion of the Premises; or
x. The permanent or temporary closing of a building at the Premises.

8.6. Reporting of Material Changes; Notice by **ISSUER**. The **ISSUER** shall use its best efforts to deliver to the **ESCO** a written notice describing all actual or proposed Material Changes in the Premises or in the operations of the Premises no fewer than thirty (30) days before any actual or proposed Material Change is implemented. Where Material Changes result because of a bona fide emergency or other situation which precludes advance notification, the **ISSUER** shall give notice as soon as reasonably possible after the event constituting the Material Change occurred or was discovered by the **ISSUER** to have occurred.

8.7. Reported Material Changes; Adjustments to Baseline/Benchmarks. Any changes in energy usage which occur as the result of a Material Change shall be timely reviewed by the **ESCO** and the **ISSUER** to determine what, if any, adjustments to the Baseline/Benchmarks set forth in Schedule C are necessitated by such Material Change(s). The **ESCO** and the **ISSUER** agree that any adjustments made to the Baseline/Benchmarks shall be in accordance with generally accepted engineering principles.

8.8. Unreported Material Changes. Upon and after the date of Certification of Final Acceptance and in the absence of any reported Material Change(s) in the Premises or in their operations, if energy savings deviates more than _____ (__%) percent during any month from projected energy savings for that month, after adjustment for normal deviations from climatic conditions, then the **ESCO** shall timely review such changes to ascertain the cause of such deviation. The **ESCO** shall report its findings to the **ISSUER** in a timely manner. The **ESCO** and the **ISSUER may** determine what, if any, adjustments to the Baseline/Benchmarks set forth in Schedule C are necessary.

9. ENERGY SAVINGS GUARANTY; ANNUAL RECONCILIATION

9.1. Interim Energy Savings. Energy savings achieved on or after the Commencement Date but before the date of the Certificate of Final Acceptance shall be credited to the **ISSUER**.

9.2. Annual Energy Savings Guaranty. The ESCO shall guarantee energy and operational savings from the Work from the date of the Certification of Final Acceptance and for _____(__) years following such date (the "Energy Savings Guaranty"). The **ESCO** has formulated and guaranteed the annual level of cost savings as provided for in Schedule N. The ESCO will be achieve these savings each year as a result of the performance by **ESCO** of the services specified in this Agreement utilizing the Methods of Savings Measurement and Verification set forth in Schedule F.

9.3. Annual Review, Reconciliation and Reimbursement. Cost savings achieved at the Premises shall be reported, reconciled and verified pursuant to the provisions of Schedule F. If any annual review, reconciliation and verification of energy savings reveals that the **ESCO** has failed to achieve the annual guaranteed energy savings and operating cost savings set forth in Schedule N, the **ESCO** shall pay the **ISSUER** or the **ISSUER'S** designee, as may be directed by the **ISSUER**, the difference between the annual amount guaranteed and the amount of actual annual cost savings achieved at the Premises. The **ESCO** shall remit such payments to the **ISSUER** not later than thirty (30) calendar days of written demand therefore by the **ISSUER**.

9.4. Utility Rebates. Utility rebates secured or obtained due to the installation of the ECMs at the Premises shall belong to the **ISSUER**.

9.5. Monitoring, Savings Measurement and Verification and any Post-Acceptance Training Fees. Payment to the **ESCO** for maintenance**,** monitoring, savings measurement, verification and reporting, and Post-Acceptance Training services performed after the Certificate of Project Acceptance shall be made by the **ISSUER** pursuant to and in accordance with Schedule O.

10. GENERAL TERMS AND CONDITIONS

10.1. Independent Company Status. The **ESCO** is an independent Contractor and in providing its services under this Agreement, shall not represent otherwise to any person.

10.2. Compliance with Laws. The **ESCO** and its subcontractors shall comply with all laws, rules regulations and codes applicable to performance of the Project. Except where expressly required by applicable laws and regulation, the **ISSUER** shall not be responsible for monitoring the **ESCO's** compliance with any laws or regulations. When the **ESCO** observes conflicting regulatory requirements, it shall notify the **ISSUER** in writing immediately. If the **ESCO** performs any of the Project knowing or having reason to know that the work or services required to implement the Project are contrary to such laws, rules and regulations, the **ESCO** shall pay all costs arising there from.

10.3. Responsibility for Damages. The **ESCO** shall be responsible for all loss or damage to the Work, the Premises**,** or to improvements or personal property thereon caused by the **ESCO's** or its subcontractors.

10.4. Right to Audit. The **ISSUER** shall have the right to have access to and audit all of the **ESCO's** records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda and similar data relating to this Agreement. In addition, the **ISSUER** or its authorized representative shall have access to the **ESCO's** facilities and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this article.

10.5. Assignment. The **ESCO** acknowledges that the **ISSUER** is induced to enter into this Agreement by, among other things, the professional qualifications of the **ESCO**. The **ESCO**

agrees that neither this Agreement nor any right or obligation hereunder may be assigned in whole or in part, without the prior written approval of the **ISSUER.**

10.6. Duty to Indemnify. The **ESCO** shall defend, indemnify, keep and save harmless the **ISSUER** and its agents and employees against all suits, claims, damages, losses and expenses, including attorney's fees, caused by, growing out of, or incidental to, the wrongful or negligent performance under this Agreement by the **ESCO** or its subcontractors to the full extent as allowed by the laws of the State of North Carolina. The **ISSUER** shall promptly notify the **ESCO** of any suits or claims related to this Agreement including the nature of the suit or claim. The **ESCO**, at its sole expense, shall settle or defend and control the defense of any suit based upon such claim or claims**.** In the event of any such injury (including death) or loss or damage, or claims therefore, the **ESCO** shall give prompt notice to the **ISSUER**. The **ESCO** shall cause its subcontractors to include a substantially identical indemnity and shall include the **ISSUER** as a named indemnitee under their subcontracts.

10.6.1. Effect of Statutory Limitations. In the event of any claim against the **ISSUER** or against any of its officials or employees, in either their personal or official capacities, made by any direct or indirect employee or agent of the **ESCO** or of any subcontractor, the **ESCO's** indemnification obligation shall not be affected by any limitation on the amount or type of damages, compensation or benefits payable to said employee or agent contained in any other type of employee benefit act.

10.6.2. Intellectual Property Claims Indemnification. The **ESCO** shall protect, defend, indemnify and hold the **ISSUER** harmless against and from any and all claims, judgments, amounts paid in settlement, costs and expenses, including attorneys' fees relating to alleged patent, trademark or copyright infringement, misappropriation of proprietary rights, or trade secrets or similar claims, resulting from actions taken by the **ESCO** in connection with this Agreement.

10.7. Liability; Joint and Several Liability. The **ESCO** shall be liable to the **ISSUER** for any failure and any expense or any expenses resulting from failure to comply with the terms of this Agreement. Any review, approval, acceptance or payment for any and all of the **ESCO's** performance by the **ISSUER** shall not relieve the **ESCO** of its responsibility for the Project. This provision in no way limits the **ISSUER'S** rights and defenses against the **ESCO** either under this Agreement or otherwise in law or in equity.

10.8. Force Majeure. Neither Party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, quarantine restrictions, delays of common carriers, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

10.9. No Waiver. The failure of **ISSUER** or the **ESCO** to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of either Party's right to thereafter enforce the same in accordance with this Agreement in the event of a continuing or subsequent default on the part of the **ISSUER** or the **ESCO**. Every such right and power in the event of a default may be exercised from time to time and as often as may be deemed expedient.

10.10. Severability. It is agreed that the illegality or invalidity of any term or clause of this Agreement, shall not affect the validity of the remainder of this Agreement and this Agreement shall remain in full force and effect as if such illegal or invalid term or clause were not contained herein, provided that the remaining portions of the Agreement shall be construed to effectuate as nearly as possible the apparent intent of the term or clause.

10.11. Complete Agreement; Amendments. This Agreement, when executed, together with all Project Documents and Schedules referred to in Paragraph 4.3 and any other exhibits or attachments referred to in this Agreement**,** shall constitute the entire agreement between the Parties and this Agreement may not be amended or modified except by a written agreement signed by the Parties hereto.

10.12. Further Documents. The Parties shall execute and deliver all documents and perform all further acts that may be reasonably necessary to effectuate the provisions of this Agreement.

10.13. Applicable Law. This Agreement and the construction and enforceability thereof shall be interpreted under the laws and solely in the courts of the State of North Carolina.

10.14. Notices. All notices required under this Agreement shall be in writing and shall be deemed properly served if delivered in person to the individual to whom it is addressed or, three (3) days after deposit in the United States mail, if sent postage prepaid by United States registered or certified mail, return receipt requested to the persons listed as follows:

For the Issuer: **For the ESCO:**

10.15. Non-appropriation of Funds. In the event insufficient **ISSUER** or other funds are appropriated and budgeted in any fiscal period for which payments are due **ESCO** under this Agreement, then the **ISSUER** will, not less than ___ days prior to end of such applicable fiscal period, in writing, notify the **ESCO** of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations were made without penalty or expense to the **ISSUER** of any kind whatsoever, except as to the portions of payments herein agreed upon for which the **ISSUER** and/or other funds shall have been appropriated and budgeted or are otherwise available.

10.16. Termination for Convenience by the Issuer. Subsequent to the date of the Certification of Final Acceptance, this Agreement may be terminated at the sole discretion of the **ISSUER** in accordance with the provisions of this Paragraph 10.16. The **ISSUER** shall provide written notice 30 days in advance **ESCO**. Until the specified date of termination of this Agreement, the **ESCO's** obligation to report, reconcile and verify the energy savings achieved during the guaranty period preceding termination remains in full force and effect, as does its obligation, pursuant to Section 9 of this Agreement, to remit payment to the **ISSUER** in the event that the energy savings have not been achieved at the level guaranteed by the **ESCO**. If the end of the notice period does not coincide with the end of the annual guaranty period all calculations of payments shall be prorated.

The termination of this Agreement by the **ISSUER** shall release the **ESCO** from its obligation to provide maintenance, monitoring and training services after the effective date of termination, as well as its obligation to provide the Energy Savings Guaranty after the termination date. Termination by the **ISSUER** shall release it from the obligation to make any payments to the **ESCO** for maintenance, monitoring and training services after the termination date, provided,

however, that the **ISSUER** is responsible for payment for maintenance, monitoring and training services performed in accordance with the terms of this Agreement prior to the termination date.

11. EVENTS OF DEFAULT OR BREACH; REMEDIES

11.1. Events of Default.

11.1.1. By the ISSUER. Each of the following events or conditions shall constitute an "Event of Default" by the ISSUER:

i. any failure by the ISSUER to pay the ESCO any sum due for a service and maintenance period of more than sixty (60) days after written notification by ESCO that ISSUER is delinquent in making payment and provided that ESCO is not in default in its performance under the terms of this Agreement;

ii. any other material failure by the ISSUER to perform or comply with the terms and conditions of this Agreement, including breach of any covenant contained herein, provided that such failure continues for sixty (60) days after notice to the ISSUER demanding that such failures to perform be cured or if such cure cannot be effected in sixty (60) days, the ISSUER shall be deemed to have cured default upon the commencement of a cure within sixty (60) days and diligent subsequent completion thereof; or

iii. any representation or warranty furnished by the ISSUER in this Agreement, which was false, or misleading in any material respect when made.

11.1.2. By the **ESCO**. Each of the following events or conditions shall constitute an "Event of Default" by ESCO:

iv. the standards of comfort and service set forth in Schedule D (Standards of Comfort) are not provided due to failure of ESCO to properly design, install, maintain, repair or adjust the Equipment except that such failure, if corrected or cured within thirty (30) days after written notice by Customer to ESCO demanding that such failure be cured, shall be deemed cured for purposed of this Contract;

v. any representation or warranty furnished by ESCO in this Agreement is false or misleading in any material respect when made;

vi. failure to furnish and install the Equipment and make it ready for use within the time specified by this Contract as set forth in Schedules E (ECMs and Equipment to be Installed by ESCO) and I (Construction and Installation Schedule);

vii. provided that the operation of the Premises is not adversely affected and provided that the standards of comfort in Schedule D (Standards of Comfort) are maintained, any failure by ESCO to perform or comply with the terms and conditions of this Agreement, including breach of any covenant contained herein except that such failure, if corrected or cured within thirty (30) days after written notice by the ISSUER to ESCO demanding that such failure to perform be cured, shall be deemed cured for purposes of this Contract;

viii. any lien or encumbrance is placed upon the Equipment by any subcontractor, laborer, supplier or lender of ESCO;

ix. the filing of a bankruptcy petition whether by ESCO or its creditors against ESCO which proceeding shall not have been dismissed within ninety (90) days of its filing, or an involuntary assignment for the benefit of all creditors or the liquidation of ESCO;

x. Any change in ownership or control of ESCO without the prior approval of the ISSUER, which shall not be unreasonably withheld; or

xi. failure by ESCO to pay any amount due Agency or perform any obligation under the terms of this Contract or the Energy Savings Guarantee as set forth in Schedule N (Energy Savings Guarantee).

11.2. Remedies Upon Default.

11.2.1. Remedies upon Default by the ISSUER. If an Event of Default by the ISSUER occurs, the ESCO may exercise all remedies available at law or in equity or statute other appropriate proceedings including bringing an action or actions from time to time for recovery of amounts due and unpaid by ISSUER, and/or for damages which shall include all costs and expenses reasonably incurred in exercise of its remedy. Election of one (1) remedy is not a waiver of other available remedies.

11.2.2. Remedies Upon Default by ESCO. In the Event of Default by ESCO, Agency may exercise and any all remedies at law or equity or statute, or institute other proceedings, including, without limitation, bringing an action or actions from time to time for specific performance, and/or for the recovery of amounts due and unpaid and/or for damages, which shall include all costs and expenses reasonably incurred, including attorney's fees. Election of one (1) remedy is not a waiver of other available remedies. In addition, the ISSUER shall have the following rights:

11.2.2.1. Right to Terminate the ESCO's Performance of the Work. If the **ESCO** fails or refuses to prosecute the Work with such diligence as to allow completion of the Work substantially in accordance with the Project Installation Schedule**,** or commits a material breach of any other provision of this Agreement or the Project Documents, and provided that such breach continues for thirty (30) days after written notice to the **ESCO** demanding that such breach be cured or if cure cannot be effected in such thirty (30) days, **ESCO's** failure to propose and commence a cure acceptable to the **ISSUER** within such thirty (30) days, the **ISSUER** may terminate the **ESCO's** right to proceed with the Work as specified herein. In no event shall the **ISSUER** have any obligation to compensate the **ESCO** for delays arising pursuant to the **ESCO's** failure or refusal to complete the Work and damages arising in connection therewith.

In such case, the **ISSUER** will give the **ESCO** and its surety written notice of intention to terminate the **ESCO's** right to complete the Work and the reason therefore and, unless within seven (7) business days the delay or violation shall cease or a cure acceptable to the **ISSUER** for correcting the situation is proposed, the **ISSUER** may issue a termination notice to such effect for the **ESCO** and its surety. Thereupon, the surety will be given the opportunity to complete the Work in accordance with the Project Documents. Such completion may include, but not be limited to, the use of a completing **ESCO**, satisfactory to the **ISSUER**, pursuant to a written takeover agreement, the payment of a sum of money required to allow the **ISSUER** to complete the Work, or other arrangements agreed to by the **ISSUER** and the surety.

If within seven (7) business days following the issuance of the termination notice, the surety fails to notify the **ISSUER** that it intends to exercise its right to undertake the Work, the **ISSUER** may take over the Work, exclude the **ESCO** from the Premises and take possession of all of the **ESCO's** tools, appliances, equipment and machinery at the Premises and use the same to the full extent they could have been used by the **ESCO** (without liability for trespass or conversion), incorporate into the Work all materials and equipment stored at the Premises and finish the Work as the **ISSUER** may deem expedient.

In the event the **ISSUER** terminates the **ESCO's** right to complete the Work under this paragraph A.2), the **ESCO** shall not be entitled to receive further payments until a Certificate of Acceptance has been delivered pursuant to Article 8 hereof specifying the amount, if any, payable to the **ESCO** pursuant. If the **ISSUER's** expenses in completing the Work exceed the **ESCO's** Compensation for the Work, the **ESCO** shall pay the difference to the **ISSUER** upon demand therefore.

Provided further, that a Certificate of Beneficial Use and Acceptance directing payment to the **ESCO** for any portion of the Work be issued only if the notification required pursuant to Article 7 has been delivered by the **ESCO**. If the **ESCO** is not able to deliver such notification, the **ISSUER** shall not execute and deliver a Certificate of Acceptance and may terminate this Agreement in accordance with the provisions of Article 11 and may pursue any and all remedies provided therein.

11.2.2.2. Right to Offset. Any additional costs incurred by the **ISSUER** in the event of termination of this Agreement for breach or default or otherwise resulting from the **ESCO's** performance or non-performance under this Agreement, and any credits due to or overpayments made by the **ISSUER** may be offset by use of any payment due for the Work or other services completed before the termination for a breach or default or before the exercise of any remedies. If such amount offset is insufficient to cover such excess costs, the **ESCO** shall be liable for and promptly remit to the **ISSUER** the difference upon written demand therefore. This right to offset is in addition to and not a limitation of any other remedies available to the **ISSUER**.

12. REPRESENTATIONS AND WARRANTIES

12.1. Representations of the Parties**.** Each party warrants and represents to the other that:

i. It has all requisite power, authority, licenses, permits, and franchises, corporate or otherwise, to execute and deliver this Agreement and perform its obligations hereunder;

ii. Its execution, delivery, and performance of this Agreement have been duly authorized, executed and delivered for it by the signatories so authorized, and it constitutes its legal, valid, and binding obligation; and

iii. It has not received any notice, nor to the best of its knowledge is there pending or threatened any notice, of any violation of any applicable laws, ordinances, regulations, rules, decrees, awards, permits or orders which would materially and adversely affect its ability to perform hereunder.

12.2. Representations and Warranties by the Issuer. The **ISSUER** hereby warrants and represents to the **ESCO** that:

i. It will provide throughout the term of this Agreement (or cause its energy suppliers to furnish) to the ESCO, upon its request, copies of all available records and data concerning energy usage for the Premises including but not limited to the following data: utility records and rate schedules; occupancy information; descriptions of any major changes in the structure or use of the buildings or heating, cooling, lighting or other systems or energy requirements; descriptions of all energy consuming or saving equipment used in the Premises; descriptions of energy management

procedures presently utilized; and any prior energy analyses of the Premises. The ISSUER shall make knowledgeable employees and agents available for consultations and discussions with the ESCO concerning energy usage of the Premises.

ii. The ISSUER has not entered into any leases, contracts or agreements with other persons or entities regarding the leasing of energy efficiency equipment or the provision of energy management services for the Premises or with regard to maintaining any of the energy related equipment located in the Premises.

12.3. Representations and Warranties by the **ESCO**. The **ESCO** represents and warrants the following to the **ISSUER** (in addition to the other representations and warranties contained in the Project Documents), as an inducement to the **ISSUER** to execute this Agreement, which representations and warranties shall survive the execution and delivery of this Agreement and the Final Completion of the Work.

i. That it is financially solvent, able to pay its debts as they mature and possessed of sufficient working capital to complete the Work and perform its obligations under this Agreement;

ii. That it and each of its employees, agents and subcontractors of any tier are competent to perform its obligations under this Agreement;

iii. That it is able to furnish the plant, tools, materials, supplies, equipment and labor required to complete the Work and perform its obligations hereunder and has sufficient experience and competence to do so;

iv. That it is authorized to do business in the State of North Carolina and is properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over it and over the Work and the Premises;

v. That its execution of this Agreement and its performance thereof is within its duly authorized powers; and

vi. That its duly authorized representative has visited the Premises, familiarized itself with the local conditions under which the Work is to be performed and correlated its observations with the requirements of the Project Documents.

IN WITNESS WHEREOF, the Parties have executed this Energy Services Agreement by their authorized signatures as of this ___day of _____, 20___.

THE ISSUER : **THE ESCO:**

BY:_____ BY:_____

Title:_____ Title:_____

TOWN OF CHAPEL HILL
NORTH CAROLINA

MEMORANDUM

Meeting Date: 06/08/2015
AGENDA #7

TO: Roger L. Stancil, Town Manager

FROM: Christopher C. Blue, Chief of Police

SUBJECT: Repeal Section 21-43(c) of the Town Code Regarding Cyclists on Roadways

Recommended Council Action

- That Council enact the attached ordinance repealing Section 21-43(c) of the Town Code Regarding Cyclists on Roadways.

Context with Key Issues

- At the May 11, 2015 meeting, Council received a petition to repeal Section 21-43(c) of the Town Code of Ordinances.

Explanation of Recommendation

- Section 21-43(c) of the Town Code requires that "when using a roadway, bicyclists shall ride as far to the right as practicable."

- North Carolina General Statute Sec. 20-146, paragraph (b) stipulates that, "Upon all highways any vehicle proceeding at less than the legal maximum speed limit shall be driven in the right-hand lane then available for thru traffic, or as close as practicable to the right-hand curb or edge of the highway, except when overtaking and passing another vehicle proceeding in the same direction or when preparing for a left turn."

- Staff believes that repealing the local ordinance satisfies the petitioner's interests and that, when necessary, the State Statute may be used.

Fiscal Note

- There is no fiscal impact as a result of this action.

Council Goal:

- Facilitate Getting Around

Attachments

- Ordinance
- Town Code Section 21-43

AN ORDINANCE REPEALING SECTION 21-43(c) OF THE TOWN CODE REGARDING CYCLISTS ON ROADWAYS (2015-06-08/O-1)

WHEREAS, Council received a petition to repeal Section 21-43(c) of the Town Code of Ordinances at the May 11, 2015 meeting; and

WHEREAS, Section 21-43(c) of the Town Code of Ordinances requires that "when using a roadway, bicyclists shall ride as far to the right as practicable;" and

WHEREAS, N.C. General Statute Sec. 20-146, Section (b) stipulates that, "Upon all highways any vehicle proceeding at less than the legal maximum speed limit shall be driven in the right-hand lane then available for thru traffic, or as close as practicable to the right-hand curb or edge of the highway, except when overtaking and passing another vehicle proceeding in the same direction or when preparing for a left turn;" and

WHEREAS, Staff believes that this State statute satisfies the petitioner's interests and that the Town ordinance does not add value to the intent of the statute; and

WHEREAS, if Section 21-43(c) of the Town Code of Ordinances is repealed, the Police Department will enforce the State statute and issue warnings/violations when necessary.

NOW, THEREFORE, BE IT ORDAINED by the Council of the Town of Chapel Hill that Section 21-43(c) of the Town Code of Ordinances is hereby repealed.

This the 8th day of June, 2015.

Sec. 21-43. Shared facilities.

While roadways are provided for the safety and convenience of vehicles, sidewalks are provided for the safety and convenience of pedestrians and bikeways are provided for the safety and convenience of bicycles, it is recognized that in many instances such facilities may be shared. On shared facilities, the following regulations shall apply:

(a) When using bike paths and bike trails, pedestrians shall walk as far to the right as practicable; shall walk no more than two (2) abreast: and shall exercise due care. Bicyclists shall give audible signal before passing a pedestrian on a bike path or trail.

(b) When using sidewalks, bicyclists shall not exceed seven (7) miles per hour, shall yield the right-of-way to pedestrians and shall pass only on the left and only after giving audible warning to pedestrians.

(c) When using a roadway, bicyclists shall ride as far to the right as practicable, exercising due care when passing a standing vehicle or one proceeding in the same direction, and shall not pass standing or slower moving vehicles in their lane on the right except as permitted by G.S. 20-150.1.

(d) Persons riding bicycles upon a sidewalk or bikeway shall ride single file except when passing another bicycle.

(Ord. No. O-78-58, 9-11-78; Ord. No. 99-9-13/O-6.1)

TOWN OF CHAPEL HILL
NORTH CAROLINA

MEMORANDUM

Meeting Date: 06/08/2015
AGENDA #8

TO: Mayor and Town Council

FROM: Council Naming Committee (Council members Donna Bell, George Cianciolo, Jim Ward)

SUBJECT: Amend the Council Procedures Manual to add a Dedications and Memorials Policy

Recommended Council Action

- That the Council adopt an amendment to the Council Procedures Manual regarding Dedications and Memorials.

Context with Key Issues

- The Council Naming Committee recommends amending the General Policies for the Naming Committee included in the Council procedure manual, particularly regarding Dedications and Memorials.
- Discussions have been centered on establishing criteria that provide a clear, open, equitable and accountable process for accepting petitions and making recommendations to the Council for approval and placement of dedication markers, plaques or memorials on Town facilities.
- Additionally, any new criteria also would require petitioners to accept and sign an agreement to pay for all costs associated with the proposed memorial or dedication, including planning, design, construction, utilities, and routine maintenance.
- In addition to substantial dedication and memorial projects, we recommend as part of the new policy, establishing a donations, or catalog program, whereby a catalog is created to convey a variety of small, facility-related equipment and supplies that may bear a small plaque or marker for a minimum donation (such as benches, commemorative trees, picnic tables, computers, books, furniture etc.).

Explanation of Recommendation

- Extensive benchmarking with other municipal policies was completed in order to draft this Dedications and Memorial policy. We believe the amended language captures the interests of the residents of Chapel Hill, which are:
    - To provide a policy to guide Council, town staff and the general public on the placing and installation of dedication markers, plaque or memorials.

  - To provide a clear, open, equitable and accountable process for outlining and collecting the full cost of the marker, its design, installation, and routine maintenance.
  - To ensure that the design and siting of dedication markers, plaque or memorials is consistent with community interest.

- A Catalog Program may serve as a publication whereby the Town catalogs and publishes a listing of specific examples of small facility related equipment or supplies that may be donated. A catalog may be filled with a "wish list" of items that could improve facilities or programs for the enjoyment of citizens.
- Catalog programs help potential benefactors consider what their donation may acquire. Contributions for items included in a catalog program shall cover all necessary design, installation and maintenance costs.
- Catalog programs may be expanded to include contributions other than park related equipment or supplies, such as library furnishings, features at transit bus stops, computers and program supplies, commemorative trees, etc.
- A Catalog program, established as part of the Town's operating plan, is in accord with the Council's Procedure Manual for Acceptance of Gifts (III.E.1.Section 4)

Fiscal Note

- Any new criteria for Dedications and Memorials would require petitioners to accept and sign an agreement to pay for all costs associated with the proposed memorial or dedication, including planning, design, construction, utilities, and routine maintenance.
- Acceptance of contributions to the Catalog Program shall be approved by the Town Manager or his designee.

Council Goal:

- Foundational Program: Govern with Quality and Steward Public Assets

Attachments

- Resolution
- Update of the Council Procedures Manual
- Sample Catalog Program

A RESOLUTION ADOPTING UPDATES TO THE COUNCIL PROCEDURES MANUAL RELATED TO DEDICATION AND MEMORIAL PROCEDURES (2015-06-08/R-5)

WHEREAS, the Council Naming Committee has recommended that the Council Procedures Manual be amended by adding a section to the Naming Committee Policies specifically outlining criteria for Dedications and Memorials; and

WHEREAS, this policy will serve to guide Council, town staff and the general public on the application for, placing and installation of dedication markers, plaques or memorials; and

WHEREAS, this policy will serve to provide a clear, open, equitable and accountable process for outlining and collecting the full cost of a dedication or memorial, including design, installation, and routine maintenance; and

WHEREAS, to ensure that the design and siting of dedication markers, plaque or memorials is consistent with community interest; and

WHEREAS, in addition to substantial dedication and memorial projects, a donations program established, whereby a catalog is created for a variety of small facility related equipment and supplies that may bear a small plaque or marker for a minimum donation.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Town of Chapel Hill that the Council approves amending the Naming Committee Policies section of the Council Procedures Manual to add a new Section 6, Policies for Dedications and Memorials as shown on the attached revised Section III. General Policies and Procedures.

This the 8th day of June, 2015.

Section III. General Policies and Procedures

D. Naming Public Facilities

1. Establishing a Standing Committee on Naming Facilities
2. General Procedures for Receiving and Considering Proposals to Name or Rename Town Facilities
3. General Policies for the Naming Committee
4. Consideration by the Council
5. Policies for Naming and Renaming Residential Streets
6. **Policies for Dedications and Memorials**

D. Naming Public Facilities.

1. Establishing a Standing Committee on Naming Facilities.

The Council will appoint a standing Naming Committee to make recommendations for naming or dedicating Town facilities, and for placing any permanent markers or plaques on Town property. The Committee will include two or more Council members.

2. General Procedures for Receiving and Considering Proposals to Name or Rename Town Facilities

The following process will apply to naming and renaming Town facilities such as buildings, parks, greenways, bikeways, public plaza areas, nature trails, etc. and to **arterial** and **collector** streets as defined in the street classifications in the Chapel Hill Design Manual.

Separate procedures as authorized below apply to naming and renaming of **residential** streets (excluding collector and arterial streets) as classified in the Town's Design Manual.

a. Requests to name Town facilities will be considered in the following ways:

1. Written or oral petition from citizens to the Committee or the Council in a regular business meeting

2. Written or oral petition from an advisory board or commission.

3. Written or oral petition from the Mayor or any Council member.

4. Written or oral request from a donor of a property or a gift who may request a specific recognition as part of offering a gift to the Town.

b. All requests will be referred to the Naming Committee, which will make recommendations to the Council for a final decision.

c. The Naming Committee will observe the following process for developing and submitting recommendations to the Council. The Committee will:

1. Seek ideas from appropriate Town boards and commissions and other community organizations or citizens before making preliminary recommendations.

2. Invite comments on preliminary recommendations. When the Committee develops preliminary recommendations for naming facilities, it will distribute news releases to the media, to relevant community organizations, and otherwise seek comments from citizens for at least one month. The Committee may publish paid notices of proposed facility names, and may or may not hold public forums.

3. Submit recommendations for naming or renaming facilities to the Council for consideration at a regular business meeting. The Committee may also recommend deferring or not naming facilities.

3. **General Policies for the Naming Committee**:

a. The Committee will not, except in unusual circumstances, recommend names which would duplicate or be similar to names of other facilities, including streets.

b. The Committee's recommendations to the Council will include a summary of comments received from Town boards, community organizations, and citizens, as well as copies of written comments.

c. The Committee should give strong preference to naming a facility for persons who are deceased. Naming a facility for a living person will only be considered under extraordinary circumstances.

d. The Committee can distinguish between naming a facility for someone and dedicating a facility or portion of a facility in someone's honor. A dedication means that the facility will bear a plaque or marker stating the dedication to the person; however, the facility will not be known by the name of the person.

4. **Consideration by the Council.**

In addition to receiving the Naming Committee's and Town boards' recommendations, the Council will ordinarily receive brief comments from citizens at regular Council meetings, and may establish time limits in accord with the Council's customs and procedures.

Written comments from citizens, community organizations and boards and commissions are invited.

The intent of this policy is that the Council would not call a public hearing to receive comments except in unusual circumstances in which a large number of citizens desire to address the Council.

After a decision by the Council to name or rename a facility, the Manager shall be responsible for implementation in accord with the Council's guidance.

5. **Policies for Naming and Renaming Residential Streets**.

a. New streets. In new developments, residential streets shall be named under current procedures normally involving developers' submittal of names for approval by the Manager, or, if applicable, in accord with conditions of a development permit. Unless otherwise directed by the Council, the Manager is authorized to name entrance streets or drives to Town facilities, if appropriate, as part of the development process.

b. Existing streets. To rename an existing publicly maintained residential street, a group of citizens may request the Town Manager to approve its renaming. Names shall not duplicate or be similar to names of existing streets or facilities. The Manager is hereby authorized to establish administrative procedures to carry out this policy.

Any determination or decision by the Manager may be appealed to the Town Council by a resident or owner of property abutting a street proposed to be renamed.

Amended by Resolution (2003-09-22/R-9).

6. Policies for Dedications and Memorials

a. This policy is applicable to all dedication markers, plaques or memorials proposed to be placed on or in any Town-owned facility or public open space within the Town of Chapel Hill. All such dedications and memorials will be required to conform to this policy.

b. This policy replaces any previous approval or process in regard to the installation of a dedication marker, plaque or memorial within the Town of Chapel Hill.

c. Existing memorials or plaques cannot be employed as precedent for future approvals.

d. Any alterations to an existing memorial will need to comply with this policy. This policy does not prevent maintenance or conservation of any previous memorial that does not comply with this policy.

e. This policy does not involve naming of buildings or facilities.

f. This policy is not applicable to public art, unless the art is commemorative.

g. This policy is not applicable to dedications or memorials on privately-owned property.

f. The policy is applicable to dedication markers, plaques and memorials installed on Town-owned property and public spaces.

DEFINITIONS

a. Dedications: To remember or honor a particular person, organization or entity. A dedication means that the facility or equipment may bear a plaque or marker stating the dedication to the person; organization, or entity. Facility or equipment include, but are not limited to:

Art Installation
Book
Distinctive portion of facility
Fountain
Furnishing
Garden
Gazebo
Picnic Shelter
Playground
Playing Field
Retaining Wall
Section of greenway or trail

b. Memorial: An object that is designed to preserve the memory of a person, group, association, event or occasion. Potential objects may include, but are not limited to:

Commemorative Art
Commemorative Bench
Commemorative Garden or Tree
Commemorative Markers
Commemorative Monuments

POLICY STATEMENT

1. To provide a policy to guide Council, town staff and the general public on the placing and installation of dedication markers, plaque or memorials.

3. To ensure the design and siting of dedication markers, plaque or memorials is consistent with community interest.

4. To ensure that the placement of dedication markers, plaque or memorials:

   a. Conserves the natural, heritage and cultural character and environment of the Town's public facilities and open space. While appropriate dedication markers, plaques, and memorials may enrich an area, public facilities and open space are also a precious commodity. Therefore, monuments, memorials,

markers, and plaques should be carefully reviewed to balance these two public benefits to protect the greater good.

b. Proposed projects must serve to commemorate or to identify a particularly significant historic event, person, entity or organization, with a long standing affiliation with the Town.

c. Projects that seek to honor particular individuals or events by placing them into the public realm should appeal to the broader interests of the community.

d. The Committee should give strong preference to persons who are deceased. Council may waive this requirement for those individuals with exceptional community significance in cases of extraordinary and compelling circumstances.

e. To warrant that the placement of any dedication markers, plaques or memorials does not present a safety risk now and in the future.

f. Does not attract vandalism or future expenditure.

5. In an effort to accept contributions for a variety of small facility related equipment and supplies that may bear a small plaque or marker, a catalog program may be developed to establish a minimum donation for items such as benches, commemorative trees, picnic tables, computers, etc. Catalog programs help potential benefactors consider what their donation may acquire. Contributions for items included in a catalog program shall cover all necessary design, installation and maintenance costs. Acceptance of contributions shall be approved by the Town Manager for content, method of program, and conformance to a set of guidelines. Funding for catalog items shall be paid in full prior to installation.

MEMORIAL OR DEDICATION CRITERIA

1. Facility Dedication plaques and markers, and memorials, will only be considered where they satisfy at least one of the following criteria:

a. Persons of outstanding civic service to the Town of Chapel Hill

b. Significant historic places or events for national, state or local significance

c. Significant financial contribution to the mission of the Town of Chapel Hill

d. Significant material contribution to the mission of the Town of Chapel Hill

e. Documented community support through a catalog program

f. Specific criteria for the Peace and Justice Plaza Marker

- Once a year, the Naming Committee may bring forward to the Council for consideration the names of persons nominated to be honored on the Peace and Justice Plaza marker.

- Nominees for the Peace and Justice Plaza marker must be deceased.

- Nominees must have demonstrated a lifelong commitment to furthering the causes of peace and justice in Chapel Hill.

PROCEDURES

1. All costs associated with the proposed memorial or dedication, including planning, design, construction, utilities, and routine maintenance for a minimum of ten years, shall be the sole responsibility of the person(s) or organization(s) requesting the memorial or dedication.

    a. Full funding for the memorial or dedication shall be paid prior to the start of planning, design, and construction. The estimated cost of routine maintenance for a minimum of ten years may be deposited in an escrow account. Escrow accounts shall not be required for catalog programs.

    b. Donors will be required to sign a statement acknowledging that the Town is under no obligation to absorb future costs to maintain or to replace stolen, vandalized, irreparably damaged or destroyed dedication and memorial installations.

    c. The Town may consider contributing funds to a dedication or memorial only when the dedication or memorial is for a purpose that has broadly affected the community.

    d. In the event that a dedication and memorial installation is damaged, and in the event the original applicant chooses not to fund repairs/replacement, or the original applicant is no longer in existence, the Council may resolve to either repair or remove the dedication or memorial.

2. In all cases involving memorials or dedications, only the memorial or dedication itself may be named. The facility name shall remain unchanged.

3. The location, design, and configuration of a proposed memorial or dedication shall be in keeping with the facility purpose and usage and shall not interfere with public's use of the facility.

4. The type, size, font, and placement of plaques, monuments and signs installed or placed at Town facilities shall be at the sole discretion of the Town.

5. Ecologically Sustainable Development - The placement of memorials in the Town of Chapel Hill is to be consistent with the principles of ecologically sustainable development.

6. Existing Sites - The placement of memorials will take into account the number of existing memorials, artworks or other objects in the vicinity of the proposed new dedication or memorial.

7. Town staff shall participate in the planning, design, and construction of a memorial or dedication, if relevant.

    a. Offensive Elements - A memorial will not be considered if it may reasonably be considered offensive by members of the community.

    b. Religion and Political Affiliations - A memorial will not be considered for the purpose of supporting any religious or political positions or beliefs. Religious or political groups can be considered if the applicant can prove to the Council's satisfaction that the group or person proposed for the memorial has contributed significantly to the community and that the memorial is not intended to promote any particular religious or political viewpoint.

    c. Development Regulatory Review - Certain types of memorials may also require development approval under Town Ordinances. The applicant is required to submit a development application. Such development approval should be sought after approval of the memorial prior to commencement of the work. The application to Council must state if the Ordinance permits the memorial and if development review is required.

8. A request to dedicate or memorialize a person, organization, entity or event may be initiated by one or more citizens, or donor of a property or a gift, an advisory board or commission, a Mayor or any Council member,

    a. A Dedication and Memorials Application ("Application") shall be submitted to the Town Council's Naming Committee ("Naming Committee"). The Application shall include letters of support, articles, documents, and other evidence demonstrating broad-based community support as evidence of fulfillment of the established criteria herein. Participation in a catalog program does not necessitate a Dedication and Memorials Application.

    b. Applications that are determined to be incomplete, without sufficient support, or that are otherwise inconsistent with this Policy will be returned to the applicant together with a written explanation for the return. The applicant may resubmit the Application at any time with new or additional information to correct the insufficiencies identified by the Town Staff.

    c. Once an application is determined to be complete, the Council's Naming Committee will review the Application and determine if it is consistent with this Policy. If consistent, a recommendation may be prepared for consideration by the Town Council. The requestor will be notified of the date for review by the Town Council.

9. A letter notifying the applicant of the Council's decision will outline, if applicable, those areas that did not meet the criteria.

10. All dedication and memorial donors must sign a statement with the Town, confirming terms and conditions. Signature will constitute agreement with the procedures and stipulations within this policy.

11. A charitable tax receipt will be issued by the Town to any donor of material or financial contribution.

Amended by Resolution (2015-06-08/R-#).

A Catalog Program for small facility related donations that restore and improve our faciliites and outdoor open spaces.

SAMPLE ONLY



Small facility related equipment donation program

Introduction

This catalog program is developed to establish a minimum donation for items such as benches, commemorative trees, picnic tables, shade structures, computers, various works of art. and other small facility related equipment etc. **The Town of Chapel Hill** accepts charitable donations to restore and improve our renowned open spaces. These items make great gifts to your favorite park, library, and facilities. Best of all, your donation helps support facilities town wide!

Contributions for a variety of facility related equipment and supplies may bear a small commemorative or dedication plaque or marker. Catalog programs help potential benefactors consider what their donation may acquire. Contributions for items included in a catalog program, shall cover all necessary design, installation and maintenance costs.

The Town's donation policy is in place to allow us to install benches, various plantings and other amenities at facilities under our jurisdiction. It is the intent of the Department to encourage and facilitate public and private gifts, bequests, and such contributions that enhance, beautify, improve, supplement, support, or otherwise benefit and beautify facilities. This policy has been put in place to facilitate the process.

Donations of cash or check for park programs are always accepted. All donations shall contribute to the overall visitor experience and preserve the visual character of the facility setting. Acceptance of contributions shall be approved by the Town Manager for content, method of program, and conformance to a set of guidelines. Funding for catalog items shall be paid in full prior to installation. Placement of a donated item is at the sole discretion of the Town Manager or his designee.

A donor may request a specific property, but the Town Manager will ultimately decide the exact location of placement of your contribution, based on an existing design plan for the property, or if no plan exists, where placement is deemed necessity and consistent with overall design standards of the facility.

If you have any questions, or would like to donate to the Town of Chapel Hill, please contact:

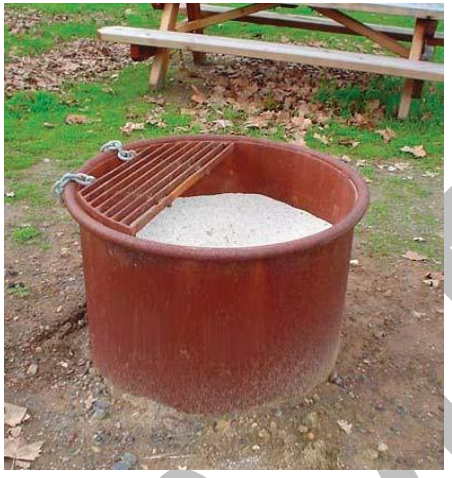
Bill Webster, Parks & Recreation
Town of Chapel Hill
405 Martin Luther King Jr, Blvd
919-968-2784

bwebster@townofchapelhill.org
www.townofchapelhill.org

SAMPLE



Trees 15 gal. $245.
Trees 24" box $285.



Fire Ring $220.



Bench Redwood $620.



Bench $1,050.



Bench w/back $1,350.



Bench Concrete $890.



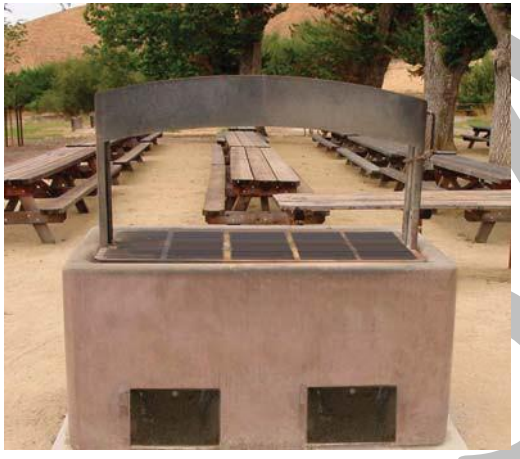
Flagpole $3,750



BBQ - Family $1,410.



Food Locker $1, 635.



BBQ - Group $4,340.



Water Fountain $8,510.



Shade Structure $12,350.

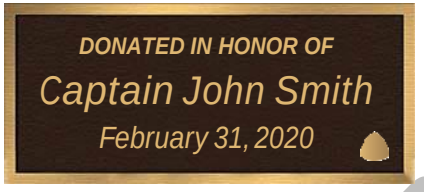
Plaque sizes and allowable verbiage

The following Gold and Silver standardized donations will be permitted to have a brass plaque, of the designated size, in the pre-determined location on the donation as noted below:

GOLD DONATIONS— Placement of 5" x 2' Plaque on Donation



SILVER DONATIONS— Placement Of 4" x 1.75" Plaque On Donation



Where a plaque is permitted, only the following language, font weight and font style will be allowed:

DONATED IN HONOR OF	***DONATED IN MEMORY OF***	***DONATED IN RECOGNITION OF***	***DONATED BY***
Name	*Name*	*Name*	*Name*
Date	*Date*	*Date*	*Date*

- Only one name (Ie: John Smith), or one Family name (ie: The Smith Family), or one group name (ie: The Smith Foundation) is allowed on the plaque. A date on the plaque is optional.
- All standard donations will be acquired and installed by park staff for the requisite fee as noted in this catalog.
- Where plaques are permitted, the cost of the original plaque is included in the donation price. However, if the plaque is vandalized or needs repair or replacement in the future, the donor will be responsible to replace the plaque if they so choose.
- Any replacement plaque needs to conform to these guidelines or it will be removed.

SAMPLE

TOWN OF CHAPEL HILL
NORTH CAROLINA

MEMORANDUM

Meeting Date: 06/08/2015
AGENDA #9

TO: Mayor and Town Council

FROM: Naming Committee (Council Members: Donna Bell, George Cianciolo, Jim Ward)

SUBJECT: Approve Additional Names for Placement on the Peace and Justice Plaza Marker

Recommended Council Action

- That the Council approve engraving the additional names of Bill Thorpe and Dean E. Smith on the Peace and Justice Plaza marker.

Context with Key Issues

- On April 8, 2015, during a regularly scheduled Naming Committee meeting, the Council's Naming Committee voted unanimously to recommend to the Council that the names of Bill Thorpe and Dean E. Smith be engraved on the Peace and Justice Plaza marker in 2015.
- The Council approved naming the space in front of the old Post Office the "Peace and Justice Plaza" and the placement of a stone marker at the site that would display the names of citizens who had given much of their lives to the causes of peace and justice in our community

Explanation of Recommendation

- The Council's Naming Committee accepted a petition letter from former Council Member Laurin Easthom, requesting that the name of former Council Member and community advocate for social justice, Bill Thorpe, be included on the marker
- Council Member and Naming Committee representative, George Cianciolo, nominated Dean E. Smith's name to be engraved on the Peace and Justice Plaza marker.
- These petitions meet the criteria for the Peace and Justice Plaza marker, which are as follows:
    - Once a year, the Naming Committee may bring forward to the Council for consideration the names of persons nominated to be honored on the Peace and Justice Plaza marker.
    - Nominees for the Peace and Justice Plaza marker must be deceased.
    - Nominees must have demonstrated a lifelong commitment to furthering the causes of peace and justice in Chapel Hill.

Fiscal Note

- The Town of Chapel Hill would be responsible for all costs associated with the proposed engraving, including planning, design, construction, and routine maintenance.
- The estimated costs for of planning, design, and hiring an engraver to add 1-2 names to the marker would be approximately $450.

- Routine maintenance of the Peace and Justice Plaza, and the marker, are currently included in the Town's operating budget.
- Staff time and supplies would be necessary for coordinating an event to commemorate the addition of the names of Bill Thorpe and Dean E. Smith on the marker.

Council Goal:

- Govern with Quality and Steward Public Assets

Attachments

- Resolution recommending names for placement on the Peace and Justice Plaza marker
- Petition letter from Laurin Easthom

A RESOLUTION AUTHORIZING NAMES FOR PLACEMENT ON THE PEACE AND JUSTICE PLAZA MARKER (2015-06-08/R-6)

WHEREAS, the Council of the Town of Chapel Hill approved naming the space in front of the old Post Office the Peace and Justice Plaza and the placement of a stone marker at the site that would display the names of citizens who had given much of their lives to the causes of peace and justice in our community; and

WHEREAS, once a year, the Town Council Naming Committee may bring forward to the Council for consideration the names of persons nominated to be honored on the Peace and Justice Plaza marker; and

WHEREAS, the Council Naming Committee voted unanimously to recommend that the name of Bill Thorpe, former council member and community advocate for social justice, be included on the plaque; and

WHEREAS, the Council Naming Committee voted unanimously to recommend that the name of Dean E. Smith, former basketball coach of the University of North Carolina at Chapel Hill and civil rights activist, be included on the plaque.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Town of Chapel Hill authorizes the Town Manager to proceed with engraving the names of Bill Thorpe and Dean E Smith, on the plaque on the Peace and Justice Plaza.

This the 8th day of June, 2015.

I would like to petition our Town Council to place the name of our former council colleague, Bill Thorpe, who passed away on September 27, 2008, permanently at Peace and Justice Plaza.

As we know, nominees for the marker must have demonstrated a lifelong commitment to furthering the causes of peace and justice in Chapel Hill, and they are individuals who are no longer living.

I'd like to include an excerpt from the Town's statement regarding Bill Thorpe:

"Councilmember Thorpe, a resident of Chapel Hill for nearly 40 years, served on the Council for a total of 11 years. He first served on the Council from 1977 to 1981, served another term from 1983 to 1987, and returned to the Council on Dec. 5, 2005, nearly three decades after he was elected the first time. He served as Mayor pro-tem from 1985 to 1987.
In 1984, Councilmember Thorpe initiated legislation to celebrate as an official Town holiday the birthday of Dr. Martin Luther King Jr., which marked Chapel Hill as the first in the state and one of the first municipalities in the nation to do so. Councilmember Thorpe also set into motion the effort to rename Airport Road to Martin Luther King Jr. Boulevard in May 2005. Another of his initiatives was the Town of Chapel Hill Internship Program, established in 2006 for university undergraduates. For his leadership in promoting civil rights in the community, Fayetteville State University honored Councilmember Thorpe with its 2006 Humanitarian Award.
Councilmember Thorpe attended Fayetteville State University and graduated from the National Scouting Executive Institute. He is the former director of apprenticeship and on-the-job training for the North Carolina Department of Labor. In addition, he served as a political consultant for the successful campaign of State Court of Appeals Judges Wanda Bryant and Linda McGee.
Councilmember Thorpe was active in the National Black Caucus of Elected Officials and the Chapel Hill-Carrboro branch of the NAACP. He was also a member of numerous Town and county committees, including the Chapel Hill Museum, Firefighters' Relief Fund, Council Committee on Orange Water and Sewer Authority, Greenways Commission liaison, Orange County Land Trust Affordable Housing Maintenance Task Force and Personnel Appeals Committee liaison."

It is with great honor I present this petition to the Town this evening.

Laurin Easthom

TOWN OF CHAPEL HILL
NORTH CAROLINA

MEMORANDUM

Meeting Date: 06/08/2015
AGENDA #10

TO: Roger L. Stancil, Town Manager

FROM: Sabrina M. Oliver, Communications and Public Affairs Director
Amy T. Harvey, Deputy Town Clerk

SUBJECT: Adopt Calendar of Council Meetings through December 2016

Recommended Council Action

- That the Council adopt the attached resolution establishing the Council calendar through December 2016.

Context with Key Issues

- The attached resolution establishes a schedule of regular Council business meetings on the second and fourth Mondays, and public hearing meetings on the third Mondays of January through June and September through November. This schedule is outlined in Section 2-3 of the Town's Code of Ordinances. Work sessions are scheduled on average once a month.
- The proposed calendar includes schedules for the preparation of the annual budget and 15-year capital improvements program, Council annual planning retreat in January, Town Manager and Town Attorney evaluations, Joint planning meeting subject to concurrence with Orange County, and an Assembly of Governments meeting subject to concurrence with Orange County.

Explanation of Recommendation

- As in past years, the proposed calendar takes into account holidays, various religious observances, and the spring breaks for the University and the City Schools. The adjustments are noted in the resolution.

Fiscal Note

- Fiscal impact not determined.

Attachments

- Resolution

A RESOLUTION ADOPTING A CALENDAR OF COUNCIL MEETINGS THROUGH DECEMBER 2016 (2015-06-08/R-7)

Council Meetings[1]

September 2015

- W-9, Council Work Session, 6 p.m.
- W-16, Council Business Meeting, 7 p.m.[2]
- M-21, Council Public Hearing, 7 p.m.
- M-28, Council Business Meeting, 7 p.m.
- W-30, Work Session, 6 p.m.

October 2015

- M-5, Council Evaluation of Town Manager, 6 p.m., location TBD
- W-7, Council Evaluation of Town Attorney, 6 p.m., location TBD
- W-14, Council Business Meeting, 7 p.m.[3]
- TH-15, Joint Planning Meeting, 7 p.m., Southern Human Services Center
- M-19, Council Public Hearing, 7 p.m.
- M-26, Council Business Meeting, 7 p.m.

November 2015

- M-9, Council Business Meeting, 7 p.m.
- W-11, Council Work Session, 6 p.m.
- M-16, Council Public Hearing, 7 p.m.
- TH-19-Assembly of Governments, Southern Human Services Center, 7 p.m.
- M-23, Council Business Meeting, 7 p.m.
- TBD – Council Orientation

December 2015

- W-2, Council Organizational Meeting, 7 p.m.[4]
- TBD-Council Orientation

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[1] *Unless otherwise noted, Council Business Meetings, Public Hearings, and Organizational Meeting are held at the Chapel Hill Town Hall, Council Chamber (405 MLK Jr Blvd, Chapel Hill, NC 27514); Council Work Sessions are held at the Chapel Hill Public Library, Meeting Room B, (100 Library Drive, Chapel Hill, NC 27514)*

[2] Council Business Meeting would have been 9/14, moved due to Rosh Hashanah, 9/14-9/15

[3] Council Business Meeting would have been 10/12, moved due to NCLM Conference, 10/11-10/13

[4] Council Business Meeting by section 2-3 of Code would be second Monday (12/14), but can be changed by this resolution to any specific date and time.

January 2016

- W-6, Council Work Session, 6 p.m.
- M-11, Council Business Meeting, 7 p.m.
- W-20, Council Public Hearing**,** 7 p.m.[5]
- M-25, Council Business Meeting, 7 p.m.
- F-Sa, 29-30, Council Retreat, *time/location TBD*

February 2016

- M-8, Council Business Meeting, 7 p.m.
- M-15, Council Public Hearing, 7 p.m.
- M-22, Council Business Meeting, 7 p.m.

March 2016

- W-2, Council Work Session, 6 p.m.
- M-7, Council Business Meeting, 7 p.m.[6]
- M-14, Council Public Hearing, 7 p.m.
- W-16, Council Work Session, 6 p.m.
- M-21, Council Business Meeting, 7 p.m.

April 2016

- M-11, Council Business Meeting, 7 p.m.
- W-13, Council Work Session, 6 p.m.
- M-18, Council Public Hearing, 7 p.m.
- W-27, Council Business Meeting, 7 p.m.[7]

May 2016

- M-2, Council Work Session, 6 p.m.
- M-9, Council Business Meeting, 7 p.m.
- W-11, Council Budget Work Session
- M-16, Council Public Hearing, 7 p.m.
- M-23, Council Business Meeting, 7 p.m.

June 2016

- W-1, Council Budget Work Session, 6 p.m. *Tentative*
- M-6, Council Budget Work Session, 6 p.m. *Tentative*
- M-13, Council Business Meeting, 7 p.m.
- M-20, Council Public Hearing, 7 p.m.
- M-27, Council Business Meeting, 7 p.m.

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[5] Council Public Hearing would have been 1/18, moved due to Martin Luther King, Jr. holiday

[6] March Business Meetings and Public Hearing shifted up a week due to CHCCS spring break

[7] Council Business Meeting would have been 4/25, moved due to Passover holiday

September 2016

- W-7, Council Work Session, 6 p.m.
- M-12, Council Business Meeting, 7 p.m.
- M-19, Council Public Hearing, 7 p.m.
- M-26, Council Business Meeting, 7 p.m.
- W-28, Work Session, 6 p.m.

October 2016

- W-5, Council Evaluation of Town Manager, 6 p.m., *location TBD*[8]
- TH-6, Council Evaluation of Town Attorney, 6 p.m. *location TBD*[9]
- M-10, Council Business Meeting, 7 p.m.
- M-17, Council Public Hearing, 7 p.m.
- W-26, Council Business Meeting, 7 p.m. [10]

November 2016

- M-7, Council Business Meeting, 7 p.m.[11]
- W-9, Council Work Session, 6 p.m.
- M-14, Council Public Hearing, 7 p.m.
- M-21, Council Business Meeting, 7 p.m.
- *TBD*-Assembly of Governments, Southern Human Services Center, 7 p.m.

December 2016

- M-5, Council Business Meeting, 7 p.m.[12]

This the 8th day of June, 2015.

[8] Town Manager's evaluation would have been on 10/3, moved due to Rosh Hashanah begins at sundown on 10/3-10/4

[9] Town Attorney evaluation would have been on 10/5, moved due to Town Manager evaluation

[10] Council Business Meeting would have been 10/24, moved due to NCLM Conference, 10/23-10/26

[11] November Business Meetings and Public Hearing shifted up a week due to Thanksgiving holiday

[12] Council Business Meeting by section 2-3 of Code would be second Monday (12/12), but can be changed by this resolution to any specific date and time.

TOWN OF CHAPEL HILL
NORTH CAROLINA

MEMORANDUM

Meeting Date: 06/08/2015
AGENDA #11

TO: Roger L. Stancil, Town Manager

FROM: Kenneth C. Pennoyer, Business Management Director

SUBJECT: Consider the Final 2015-16 Budget and Related Items

Recommended Council Action

- That the Council enact the 2015-16 budget ordinance.

Context with Key Issues

- On May 11, 2015, the Town Manager presented the recommended budget, and the Council had a subsequent budget work session on June 1. Information about the budget process is available at http://www.townofchapelhill.org/budget.

Fiscal Note

- The Manager's Recommended Budget forms the basis for the Town's annual operating budget and capital spending plan for the next year.

Council Goal:

- Create A Place for Everyone
- Grow Town & Gown Collaboration
- Facilitate Getting Around
- Develop Good Places New Spaces
- Nurture Our Community
- Support Community Prosperity and Engagement

TOWN OF CHAPEL HILL
NORTH CAROLINA

MEMORANDUM

Meeting Date: 06/08/2015
AGENDA #12

TO: Mayor and Town Council

FROM: Roger L. Stancil, Town Manager

SUBJECT: Consider Repeal of Chapter 14, Articles 11-13 of the Code of Ordinances and Enactment of Proposed Chapter 14, Articles 11-14 of Code of Ordinances

Recommended Council Action

- That the Council repeal Chapter 14, articles XI, XII, and XIII (11-13) of the current Town Code and enact New Articles XI, XII, XIII and XIV (11-14) of Chapter 14 of the Town Code.
- That these new Articles become effective September 1, 2015.
- These Articles deal with conflict resolution, severe disciplinary action, and grievances.

Context with Key Issues

- We have been reviewing and revising the Town's personnel systems to increase clarity, consistency, and equity across the organization, to create a place where people like to work and to support a nimble workforce for the future, including:
    - Agreeing on common values for a values based workplace;
    - Establishing the Ombuds program;
    - Updating the Compensation and Classification Plan;
    - Implementing a new Employee Performance Management and Development System (EPMDS);
    - Conducting our second Employee Engagement Survey;
    - Enhancing our training emphasis; and
    - Conducting an administrative policy review.
- Implementing these initiatives revealed the need to revise and update the Town's personnel ordinance, adopted in 1975.
- The Council has already approved revisions to Chapter 14, Articles 1-10.
- New Articles 11-14 of the ordinance are intended to improve the Town's grievance and conflict resolution procedures and represent a major change to the current system.
- Before proposing any changes, we sought feedback about the current grievance procedure from stakeholder focus groups. These groups included employees and members of the community involved in and/or interested in the Town's process. Common themes from the focus groups indicated that the current system took too long and was unclear, confusing and adversarial in nature
- Based on the focus group feedback, the proposed system is divided into two separate processes: 1) a grievance procedure for the appeal of serious disciplinary action and issues of discrimination, harassment and retaliation, and 2) a dispute resolution procedure for all other issues.
- The Council also provided feedback to the proposed revisions to current Articles 11-13 in June and September 2014. This feedback was incorporated into additional revisions, particularly in Article 14, the Grievance Hearing Board.

- In July and August 2014, the Dispute Settlement Center reviewed the proposed conflict resolution procedures and offered technical advice about the approach. In addition, the Human Resource Development staff added a module to the Town's human resources software that would collect data about the proposed conflict resolution procedures, and the proposal was shared electronically with all employees.
- In March 2015, we began re-engaging members of the community and employees to finalize proposed Articles 11-14. We conducted 11 employee meetings and 2 community group meetings to solicit input about the proposed changes. The aggregated and summarized feedback is attached to this report for review.

Next Steps

- Continue to prepare for implementation of the new conflict resolution procedures by taking the following actions:
    - Revise draft policies and procedures and workshop with employees to solicit input and finalize before the new Articles go into effect;
    - Finalize agreement with the Dispute Settlement Center for mediation services;
    - Educate employees about new processes and how to access mediation services and the grievance process;
    - Provide training for members of the Grievance Hearing Board;
    - Evaluate efficacy of conflict resolution and grievance procedures through tracking cases and outcomes.
- Continue to strengthen the Employee Performance Management and Development System as a tool for employees and supervisors to manage job performance.

Explanation of Recommendation

- Enactment of the ordinance to repeal Articles 11-13 and enact new Articles 11-14 of the ordinance will update and clarify the ordinance and allow the Human Resource Development staff to proceed with the policy revision project.
- Enactment of new Articles 11-14 with proposed conflict resolution and grievance procedures will allow staff to move forward with the implementation steps described above.
- Effective Date of September 1, 2015 will allow staff to solicit employee input on draft policies, make revisions, and train employees on the new policies prior to effective date.

Fiscal Note

- We anticipate costs related to third party mediation and independent advisor for Grievance Hearing Board, potentially offset by reduced legal costs.

Attachments

- An Ordinance Repealing Articles XI, XII, and XIII of Chapter 14 of the Town Code and Enacting new Articles XI, XII, XIII, and XIV of Chapter 14 of the Town Code
- Summary Chart of Major Revisions to Articles 11-14 and Reasons for Change
- Council feedback on Proposed Revisions of Article 11-14 and Staff Responses
- Employee and Community Responses to Proposed Articles 11-14 and Staff Response
- Employee and Community Responses—Supplemental—and Staff Response
- Severe Disciplinary Process and Proposed Grievance Procedure Diagram

AN ORDINANCE AMENDING CHAPTER 14, ARTICLES 11-14 OF THE CODE OF ORDINANCES TO UPDATE THE TOWN HUMAN RESOURCES RULES AND REGULATIONS (2015-06-08/O-2)

BE IT ORDAINED by the Council of the Town of Chapel Hill as follows:

Section 1. Articles XI, XII and XIII of Chapter 14 of the Town Code are hereby repealed.

Section 2. New Articles XI, XII, XIII and XIV of Chapter 14 of the Town Code are hereby enacted to read as follows:

"ARTICLE XI DISPUTE RESOLUTION PROCEDURE

Sec. 14-101. Purpose.

The purpose of this article is to create a process in which employees of the town may bring forward issues that are not covered by the town's grievance procedure (Article XIII) for review and resolution.

Sec. 14-102. Eligibility.

The dispute resolution procedure is available to all employees of the town except department heads, the deputy town manager, and assistant town managers.

Sec. 14-103. Coverage.

An eligible employee may bring forward for resolution any matter of employee concern or dissatisfaction within the control of the town. Examples of such issues are:

(a) Safety or health matters;

(b) Unsatisfactory physical facilities, surroundings, materials, or equipment;

(c) Alleged antagonistic treatment by another town employee.

(d) Unreasonable work quotas.

No issue that may be the subject of a grievance under article XII of this chapter shall be the subject of a dispute under the procedure in this article.

Sec. 14-104. Dispute resolution procedure - filing a dispute.

(a) Any eligible employee may initiate a dispute resolution procedure by submitting a dispute resolution request in writing to the human resources department.

(b) The time limit for filing a dispute resolution request is not later than fourteen (14) days after the employee knows or should have known of the action that is the basis of the dispute.

Sec. 14-105 Dispute resolution procedure - step one.

The first step of the dispute resolution procedure is mediation. Information disclosed by either party in mediation shall be confidential, except as otherwise required or permitted by law. No information disclosed in mediation may be used in any other portion of the dispute resolution procedure, or in any other procedure in any forum, except as otherwise required or permitted by law.

Neither the town nor the employee may be represented by legal counsel or any other person at the mediation step of the dispute resolution procedure.

If the mediation achieves a resolution agreeable to both parties, the mediator will write up an agreement to be signed by each party. The mediator will forward a signed agreement to the human resources department, who will provide each party with a copy of the agreement. Mediation resolution agreements must conform to town human resources policy and this chapter.

If the mediation is unable to reach a resolution acceptable to each party, the mediator shall inform the human resources department in writing. The human resources department shall, within three (3) days, inform the employee in writing of his/her right to use further processes in this procedure and the time limits on requesting such processes.

Mediation shall be completed within thirty (30) days from the date of filing a dispute resolution request with the human resources department.

Sec. 14-106. Review of step one decision.

If an employee is dissatisfied with the result of mediation, he/she may request final review of his/her dispute.

Sec. 14-107. Dispute resolution procedure - step two.

In the final review meeting, the employee may present any facts or information to the department head or the town manager or his representative that support his/her request for resolution. The employee may present this information verbally or in writing. The department head or the town manager or his representative may ask any question of the employee that will help the department head or the town manager or his representative to make a decision on the dispute. The department head or the town manager or his/her representative shall provide the employee with a written resolution of the dispute not later than ten (10) days after the final review meeting. The department head or the town manager or his/her representative shall provide the human resources department a copy of his/her final decision.

Sec. 14-108. Reserved

Sec. 14-109. Human resources department responsibility.

The human resources department shall have responsibilities for administering the dispute resolution procedures in accordance with this ordinance and town policy and procedure.

Sec. 14-110. Time.

In computing any period of time under this article, dispute resolution procedure, the day of the act or event after which the designated period of time begins to run is not to be included. The last day of the period so computed is to be included unless it is a Saturday, Sunday or official town holiday (as established by or under the authority of section 14-68 of the Town Code), in which event the period runs until the end of the next day which is not a Saturday, Sunday or official town holiday. Days shall be considered calendar days except that any intermediate official town holidays (as established by or under the authority of section 14-68 of the Town Code), shall be excluded in the computation.

ARTICLE XII DISCIPLINARY ACTION

Sec. 14-111. Purpose of this article.

It is the intent of the town, through disciplinary action, to provide a clear, consistent, and equitable process for correcting and improving performance-based deficiencies that have not been corrected through the employee performance management system, as well as to provide a process to assist in handling instances of detrimental personal conduct.

Sec. 14-112. Types of disciplinary actions.

Types of disciplinary actions in this article are:

(a) Written warning,

(b) Disciplinary suspension without pay,

(c) Demotion, or,

(d) Disciplinary termination.

Any action other than the above shall not be considered a disciplinary action. These are the only forms of disciplinary action sanctioned by this article. Disciplinary suspension without pay, demotion and disciplinary termination are considered severe disciplinary actions. A pre-disciplinary conference is required before imposing a severe disciplinary action.

No regular employee may be terminated without the prior review and approval of the town manager.

Sec. 14-113. Definitions

(a) *Active written warning*. A written warning is active for a period of eighteen (18) months after being issued. After eighteen (18) months of satisfactory job performance and a satisfactory performance evaluation, the written warning shall not to be used as the basis for any human resources action from that point forward. Severe disciplinary actions shall not be expunged and remain active.

(b) *Disciplinary suspension without pay*. A disciplinary suspension without pay shall be of a length determined appropriate based on the circumstances.

(c) *Demotion*. Demotion is an involuntary movement from a higher level position to a lower level position for disciplinary reasons with a corresponding permanent reduction in pay.

(d) *Pre-Disciplinary Conference* A meeting between the representative of the town making a disciplinary decision, potentially imposing severe disciplinary action, and the concerned employee, in which the town representative sets out the reasons for considering taking severe disciplinary action and the employee has the opportunity to respond to those reasons.

Sec. 14-114. Basis for discipline.

(a) Disciplinary actions shall only be imposed for one or more of the following reasons:

(1) Unsatisfactory job performance;

(2) Detrimental personal conduct;

(3) Negligence in the performance of duties.

(b) Some actions by an employee may fall under more than one category. No disciplinary action shall be invalid solely because the disciplinary action is labeled incorrectly.

(c) When a reason to impose disciplinary action exists, any employee, regardless of occupation, position, or profession may be warned, demoted, or suspended by the department head, or dismissed by the town manager in accordance with the provisions of this article.

(d) The degree and type of action taken shall be based upon the judgment of the supervisor and the department head (and if termination, the town manager) according to this article, after discussion with the human resources department.

Sec. 14-115. Unsatisfactory job performance defined.

Work-related performance that fails to satisfactorily meet job requirements as set out in the job description, work plan, or as directed by the department head or his/her designee, and/or job performance that results in the receipt of an overall performance rating of the lowest category at any review and failure to successfully complete the performance improvement plan, as outlined.

Sec. 14-116. Detrimental personal conduct defined.

Detrimental personal conduct includes, but is not limited to, conduct whereby the safety of persons or property may be threatened, the laws of the government may be violated, or behavior which may disrupt the workplace or which constitutes abuse of any person or property for which the employee is responsible or to whom the employee has a responsibility.

Sec. 14-117. Negligence in the performance of duties defined.

A failure to satisfactorily perform job requirements as set out in the job description, work plan, or as directed by a supervisor; and, the act or failure to act causes or results in:

(a) Death or serious bodily injury or creates conditions that increase the chance for death or serious bodily injury to an employee(s) or to members of the public; or,

(b) The loss of or damage to town property or funds that results in adverse impact on the town and/or the employee's department.

Sec. 14-118. Disciplinary process for unsatisfactory job performance – purpose.

The purpose of the disciplinary process for unsatisfactory job performance in this article is to provide a structured method to inform an employee of performance-based deficiencies not corrected by the town's employee performance management system, to provide a method to encourage and support the employee's subsequent efforts to correct those deficiencies, and to document that notification of deficiencies in the event future performance-based deficiencies occur.

Sec. 14-119. Reserved.

Sec. 14-120. Disciplinary process for unsatisfactory job performance – written warning.

A department head may discipline any employee for unsatisfactory job performance. The first step of discipline for unsatisfactory job performance is the issuance of a written warning.

Sec. 14-121. Suspension without pay or demotion, for unsatisfactory job performance.

Before a department head may suspend an employee without pay or demote an employee for unsatisfactory job performance, the department head shall confer with the human resources department and review the situation and the recommended discipline. Before being suspended without pay or demoted for unsatisfactory job performance the employee must have:

(a) At least one prior active written warning, and

(b) A current unresolved incident of unsatisfactory job performance.

Before imposing either a suspension without pay or a demotion for unsatisfactory performance, the department head shall conduct a pre-disciplinary conference. An employee may choose to be

represented at the pre-disciplinary conference by any person except a supervisory town employee.

Sec. 14-122. Dismissal for unsatisfactory job performance.

Before a department head may recommend to the town manager that an employee be dismissed for unsatisfactory job performance, the employee must have

at least two (2) prior active written warnings; or

one (1) active written warning plus a severe disciplinary action

Before making such a recommendation for dismissal to the town manager, the department head shall conduct a pre-disciplinary conference. An employee may choose to be represented at the pre-disciplinary conference by any person except a supervisory town employee.

Sec. 14-123. Disciplinary process for detrimental personal conduct.

A supervisor may recommend discipline for an employee for detrimental personal conduct at any level of discipline deemed appropriate, without the employee having any prior active disciplinary actions for any basis.

A department head may impose discipline up to, but not including, termination for detrimental personal conduct. Before an employee may be suspended, demoted or recommended for termination for detrimental personal conduct, the department head shall conduct a pre-disciplinary conference. An employee may choose to be represented at the pre-disciplinary conference by any person except a supervisory town employee.

Sec. 14-124. Disciplinary process for negligence in the performance of duty.

A supervisor may recommend discipline for an employee for negligence in the performance of duty at any level of discipline deemed appropriate, without the employee having any prior active disciplinary actions for any basis.

A department head may impose discipline up to, but not including, termination for negligence in the performance of duty. Before an employee may be suspended, demoted or recommended for termination for negligence in the performance of duty, the department head shall conduct a pre-disciplinary conference. An employee may choose to be represented at the pre-disciplinary conference by any person except a supervisory town employee.

Sec. 14-125. Reserved.

ARTICLE XIII. - GRIEVANCE PROCEDURE

Sec. 14-126. Purpose.

The purpose of this article is to provide a just and prompt procedure for the presentation, consideration and disposition of employee grievances. This article is the process to be used in resolving employee grievances.

Sec. 14-127. Eligibility.

This grievance procedure is available to all employees of the town except department heads, the deputy town manager, and assistant town managers.

Sec. 14-128. Definitions used in this article.

(a) *Severe Disciplinary Action*. Disciplinary suspension, demotion, and dismissal constitute severe disciplinary actions. Written warnings are not severe disciplinary actions for the purpose of this procedure.

(b) *Discrimination*. Discrimination is any adverse action on any term or condition of employment taken against any employee because of race, sex, religion, national origin, handicapping condition, age, sexual orientation, gender identity and gender expression. Discrimination includes harassment due to any of the above bases.

(c) *Harassment*. Harassment includes actions involving the conditioning of employment benefits on an employee's submission to unwelcome sexual conduct. It also includes submission to the creation or maintenance of a hostile work environment based on discriminatory actions or language.

(d) *Retaliation*. Retaliation is any action taken by the Town that might discourage a reasonable employee from making or supporting a charge of harassment or discrimination as defined in this article. Retaliation also includes any action taken against a person for opposing discrimination due to any of the above discriminatory bases.

Sec. 14-129. Grievance defined.

A grievance is:

(a) An allegation by the grievant that a severe disciplinary action was taken against the grievant in violation of procedures set out in article XI of this ordinance;

(b) An allegation by the grievant that a severe disciplinary action constitutes discrimination including harassment and retaliation towards the grievant on bases prohibited by this article.

(c) An allegation by the grievant that the Town failed to respond to a grievant's complaint of discrimination including harassment and retaliation on bases prohibited by this article.

No other issue shall be considered a grievance.

Sec. 14-130. Grievance procedure - filing a grievance.

(a) Any eligible employee may submit a grievance in writing to the human resources department.

(b) An eligible employee must file a written notification within fourteen (14) days from the decision or action that is the basis of the grievance.

Sec. 14-131. Investigation by Town of allegations of discrimination, harassment or retaliation.

(a) If an employee files a grievance under the authority of Section 14 - 130 with allegations of discrimination, retaliation, or harassment, before going to Grievance procedure – step one, the town will investigate the allegations contained in the grievance in accordance with town policy and procedure. If the investigation substantiates the allegations, the town will make every reasonable effort to remedy the discrimination, retaliation or harassment.

(b) If the employee is dissatisfied with the town's remediation then the employee may inform the human resource department in writing that he/she wishes to move to Grievance procedure – step one

Sec.14 – 132 Grievance procedure – step one.

(a) The first step of the grievance procedure is a Grievance Conference. The Grievance Conference is a facilitated discussion between a representative of the town and the employee.

(b) If the parties do not reach a resolution through the Grievance Conference, the facilitator shall inform the human resources department in writing. The human resources department shall, within three (3) days of receipt of this notice, inform the employee in writing of his/her right to use further processes in this procedure and the time limits on requesting such processes.

(c) The Grievance Conference shall be completed within thirty (30) days from the date of filing a grievance, or completion of a Town investigation pursuant to section 14-131, whichever is later.

Sec. 14-133. Grievance procedure – step two.

(a) The second step of the grievance procedure is a hearing before the Grievance Hearing Board.

(b) If the grievant chooses to appeal to the Grievance Hearing Board, then he/she must do so in writing to the human resources department within fourteen (14) days of written notification from human resources of the failure of the Grievance Conference to reach resolution and the employee's ability to request a hearing before the Grievance Hearing Board. The human resources department will be responsible for notifying the Grievance Hearing Board, within three (3) days, of the grievant's written request for a hearing before the board. The Grievance Hearing Board shall hear the grievant's issue(s) and render a recommendation to the town manager in accordance with article XIV, Grievance Hearing Board of this chapter.

(c) The grievant may choose to be represented at the hearing before the Grievance Hearing Board by any person except a supervisory town employee. The human resources department will provide briefing for parties and/or their representatives before the hearing takes place.

Sec. 14-134. Issues for resolution.

All issues for resolution in the grievance procedure must be specified in the initial written notification to the human resources department. The grievant may not add additional issues to the grievance once it has been filed with the human resources department. Issues may be deleted from the grievance through resolution of issues in this process or at the request of the grievant.

Sec. 14-135. Time.

In computing any period of time under this article, grievance procedure, the day of the act or event after which the designated period of time begins to run is not to be included. The last day of the period so computed is to be included unless it is a Saturday, Sunday or official town holiday (as established by or under the authority of section 14-68 of the Town Code), in which event the period runs until the end of the next day which is not a Saturday, Sunday or official town holiday. "Days" as used in this article shall be considered calendar days except that any intermediate official town holidays (as established by or under the authority of section 14-68 of the Town Code), shall be excluded in the computation.

Sec. 14-136. Human resources department responsibility.

The human resources department shall have responsibility for administering the grievance procedure in accordance with this ordinance and town policy and procedures.

Sec. 14-137. Termination of grievance.

The voluntary resignation of any employee from town employment or the filing of a lawsuit or an Equal Employment Opportunity Commission charge by any employee shall terminate any outstanding grievance of that employee and leave the decision(s) or action(s) grieved as the final decision(s) or action(s) of the town. No decision or determination of any grievance shall in any way conflict with the town policies, resolutions, ordinances or statutes applicable thereto.

Sec. 14-138. Reserved.

Sec. 14-139. Reserved.

ARTICLE XIV. GRIEVANCE HEARING BOARD

Sec. 14-140. Creation and membership.

There is hereby created a Grievance Hearing Board that shall consist of eight (8) persons appointed by the town council. Each member of the Grievance Hearing Board shall be a resident

of the town. No town employee or officer shall be eligible to serve on this board. The members of the board shall be appointed for a term of three (3) years. The council may seek the assistance of the town manager or other town staff in reviewing applications of persons wishing to serve on this board. To the extent possible, the membership of this board shall represent the diversity of the town's population.

Membership terms shall be staggered so that no more than three (3) members' terms expire on the 30th day of June of each year. The initial terms of members first appointed shall be as follows: two (2) members shall be appointed for a period of one (1) year; three (3) members shall be appointed for a period of two (2) years; and three (3) members shall be appointed for a period of three (3) years.

Sec. 14-141. Purpose of board.

The board shall:

(a) Conduct hearings of grievances brought under this chapter and render a recommendation to the town manager on the resolution of the grievance.

(b) Develop and maintain adequate records of all its proceedings, findings, and recommendations.

(c) Provide a full report in writing, including one or more recommendations to the town manager, based solely on information brought forward at the hearing.

(d) Provide the town manager a full record of the proceedings of the hearing along with the report containing the advisory opinion.

The authority of the board is strictly limited as set out in this article.

Sec. 14-142. Scope of Grievance Hearing Board's authority.

The Grievance Hearing Board shall have the authority to hear and recommend a decision to the town manager on all grievances brought to it. The board shall have only the authority to hear grievances on demotions, suspensions, and dismissals. The board shall not have the authority to hear or recommend on any dispute or any other matters.

Sec. 14-143. Compensation.

Members of the Grievance Hearing Board shall serve without compensation, except for reimbursement for travel and expenses in accordance with town policy.

Sec. 14-144. Meetings of the board.

The Board shall hold meetings as necessary to conduct grievance hearings, discuss the grievance, reach a determination on recommendations to the town manager, and provide a written report on

the grievance. The board shall not be required to hold regular meetings. Five (5) members of the board shall constitute a quorum for all business of the board, including conducting hearings.

Sec. 14-145. Training for board members.

Board members shall be required to complete training as provided by the town before they may serve on a panel conducting a grievance hearing.

Sec. 14-146. Chair of the board.

Each year, the board shall elect one (1) of its members as chairperson for that year to preside at all meetings and to be responsible for sending forward the recommendations of the board, along with a record of the proceedings, to the town manager following grievance hearings. As an alternative, at the election of a majority of the board members, the role of chairperson of the committee may be rotated among committee members after each grievance hearing.

Sec. 14-147. Administrative support for the board.

The town manager shall designate an employee who will provide any administrative services that the board may require in the discharge of its duties. It is the responsibility of the administrative support employee to abide by all local, state, and federal laws and guidelines regarding the protection of personnel information and with the N.C. Personnel Records Privacy Act (N.C.G.S. 160A-168). The administrative support employee shall provide to both the employee and the representative of the town copies of all materials that have been provided to the board prior to the hearing.

Sec. 14-148. Independent attorney to advise the board.

The town manager shall contract with an attorney, not otherwise affiliated with the town, to provide independent legal advice and assistance to the Grievance Hearing Board. This attorney shall be present at all grievance hearings and deliberations.

Sec. 14-149. Representation before Grievance Hearing Board.

In any proceeding before the Grievance Hearing Board, the grievant may choose to be represented by any person except a supervisory town employee.

Sec. 14-150. Burden of proof.

In grievances, the town has the burden of proving to the board that the action was taken in compliance with town policy.

Sec. 14-151. Procedure for hearing before the board.

The procedure for a hearing before the Grievance Hearing Board shall be:

(a) Opening statements by each party.

(b) Offer of information and evidence by each party, including direct and cross-examination of any witnesses.

(c) Closing statement by each party at the conclusion of the evidentiary portion of the hearing.

(d) A closed session in which the board shall discuss the information and evidence presented and reach a decision.

Sec. 14-152. Procedural matters for the hearing.

(a) Each party shall have the opportunity for an opening statement. The town, which has the burden of proof, shall have the right to make the first statement.

(b) Each party may offer verbal testimony and written documents in support of its position. The town shall begin the offer of proof.

(c) The party offering the verbal testimony of a witness has the right to examine the witness directly. After direct testimony, the other party (or his/her attorney) has the right to cross-examine the witness. Further direct or cross-examination of any witness shall be at the discretion of the board. No person may testify anonymously or remotely (as by telephone or other device) before the board. All testimony must be made in person, with the identity of the witness known to the board, the Town and the grievant.

(d) After the town finishes its presentation, the grievant shall present his/her information and evidence to the board.

(e) At the conclusion of the grievant's presentation, each party shall be allowed a closing statement to the board. The town, which has the burden of proof, has the right to make the final closing statement.

Sec. 14-153. Scope and presentation of information before the board.

(a) The only information admissible before the Grievance Hearing Board shall be that information presented to and considered by the department head at the pre-disciplinary conference.

(b) Exceptions to this rule of admissibility shall be:

(1) evidence relating to the credibility of evidence presented at the pre-disciplinary conference;

(2) information or witnesses tendered at the pre-disciplinary conference, but not allowed by the department head;

(3) witnesses requested to appear at the pre-disciplinary conference but who refused to do so;

(4) newly discovered information which by due diligence could not have been discovered prior to the decision by the department head; or

(5) relevant policy documents and other papers if not provided as part of the record.

The party seeking to introduce information under any of these exceptions shall be required to establish a basis for relevancy before the information shall be admitted.

(c) The board has the authority to evaluate the credibility of each witness, the witness's testimony, and the credibility and value of any documentary evidence offered by either side.

Sec. 14-154. Objections to testimony.

The board may exclude testimony based on objections from a party that the testimony is irrelevant to the issue of the grievance or is repetitive.

Sec. 14-155. Length of hearing.

The board may adopt rules establishing reasonable time limitations on the presentations by parties to a grievance hearing not inconsistent with this article. The board may adopt rules establishing reasonable time limitations on examination and cross-examination of witnesses and may grant as requested exceptions to such rules as appropriate.

Sec. 14-156. Scheduling of the hearing.

The board shall schedule a hearing within fifteen (15) days after receiving notification of a request for a hearing by the human resources department. The hearing shall be held no later than thirty (30) days from the board's receipt of notification of the hearing request, unless a later date is agreed upon by both parties.

Sec. 14-157. Powers of the board.

The board shall have all powers necessary to hear the information and evidence necessary to render a recommendation in a grievance. This includes the power to call and examine witnesses and documents. Employees of the town who are requested by the board to appear and give testimony shall do so.

Sec. 14-158. Hearings before the Grievance Board.

The board shall provide that a grievance hearing be conducted in closed session to the extent necessary to protect the confidentiality of personnel records and consistent with the N.C. Personnel Records Privacy Act (G.S. Sec.160A-168). The board shall have the authority to have

disruptive individuals removed from the hearing, provided the persons have been warned about their disruptive behavior.

Sec. 14-159. Deliberations and recommendation of the board.

The board shall conduct its deliberations in closed session to comply with N.C. Personnel Records Privacy Act (G.S. Sec. 160A-168). Within fifteen (15) days after the conclusion of the hearing, the committee shall inform the town manager in writing of its findings and recommendations. The board shall also transmit to the town manager, along with its recommendations, copies of all written documents received by the board during the hearing and considered in making its recommendations. The authority of the board is limited to making one or more recommendations to the town manager on the resolution of the grievance at hand. The board may send forward to the town manager any observations or recommendation for other action in a separate document.

Sec. 14-160. Review of board decision by town manager.

After receiving the recommendation of the Grievance Hearing Board, the town manager shall review the recommendation(s) of the board in the case, including all materials sent forward as part of the record of the case. Within fifteen (15), days the town manager shall transmit in writing to the grievant and to the mayor and members of the council the recommendation of the Grievance Hearing Board, and the town manager's decision. If the town manager determines that additional review is needed, then the town manager shall have thirty (30) days from receipt of the grievance hearing board's recommendations to make a final decision in a grievance. The decision of the town manager shall be final. In the event the town manager does not adopt the recommendation(s) of the Grievance Hearing Board, the town manager's decision shall state the reasons why the recommendation was not followed.

Sec. 14-161. Time.

In computing any period of time under this article, the day of the act or event after which the designated period of time begins to run is not to be included. The last day of the period so computed is to be included unless it is a Saturday, Sunday or official town holiday (as established by or under the authority of section 14-68 of the Town Code), in which event the period runs until the end of the next day which is not a Saturday, Sunday or official town holiday. Days shall be considered calendar days except that any intermediate official town holidays (as established by or under the authority of section 14-68 of the Town Code), shall be excluded in the computation."

Section 3. Members of the Personnel Appeals Committee as it was constituted as of the effective date of this Ordinance shall continue to serve as members of the Grievance Hearing Board. Their effective dates of appointment for purposes of determining service under Section 14-140 of the Town Code shall be the date of their appointment to the Personnel Appeals Committee.

Section 4. This ordinance shall become effective September 1, 2015. Provided, however, that any grievance proceedings pending upon the effective date this ordinance shall continue to be processed under the ordinances and policies in effect at the time of enactment. In the event the pending grievance has not yet been referred to the Personnel Appeals Committee on the date of enactment of this Ordinance, the procedures applicable for matters before the Grievance Hearing Board shall apply.

Section 5. The Town Council Resolution Establishing Rules of Procedure for Use by a Hearing Panel of the Personnel Appeals Committee dated October 25, 1976, is repealed in its entirety.

This the 8th day of June, 2015.

Personnel Ordinance Revision Project

Conflict Resolution Process- Summary of Changes to Articles XI- XIV (Articles 11-14)

General Comparison of Conflict Resolution Process in Current and Proposed Articles

Proposed articles XI-XIV have been completely rewritten and create a new approach for dealing with workplace conflicts. Because the articles have been completely rewritten and re-ordered, a functional comparison has been provided with references to specific sections of the Articles rather than a line-by-line comparison.

Goals/Summary

In summary, the proposed Articles 11-14:

- Separate the types of workplace conflicts into 2 types: those resolved through dispute resolution and those subject to a grievance process.
- Simplifies and clarifies the grievance process.
- Clarifies the role and process of the citizen's Grievance Hearing Board.
- Improve timely resolution of workplace disputes and grievances
- Provide consistency, clarity, and equity, issues identified as problems with current conflict resolution process.
- Promote responsibility, equity, safety, professionalism, ethics, communication and teamwork in the resolution of most workplace disputes.
- Reserve grievance resources for severe matters; grievance steps are more substantive
- Remove policies and procedures from ordinance language allows organization to improve policies and procedures based on experience and best HRD practices without revising ordinance.
- Improve professionalism, equity, ethics, and safety of grievance process

General Overview of Current Ordinance	General Overview of Proposed Ordinance
	All employees, except Town Manager, Deputy and Assistant Managers, and Dept. Heads can access conflict resolution and grievance processes (Sec. 14-102, 127)
All workplace issues are grievable (Sec. 14-112)	Defines types of workplace disputes that aren't grievable; resolved through dispute resolution (Article 11) Provides grievance process only for severe disciplinary actions and prohibited workplace behaviors (Articles 12-14)
Provides one pathway to address any workplace conflict that is a 4-step grievance process (Sec. 14-112)	Provides a 2 step dispute resolution pathway for most workplace disputes (Article 11) Provides a 2 step grievance process for severe disciplinary actions and prohibited workplace behaviors (Article 13)

General Overview of Current Ordinance	General Overview of Proposed Ordinance
	NEW 2 Step process for resolving most workplace disputes (Sec. 14-105-107) • Step 1 Mediation; if employee is dissatisfied with results of mediation • Step 2 Management review**;** final decision • No one in mediation has representation, all proceedings confidential • Final decisions are not grievable; do not involve severe disciplinary actions Agreements are forwarded to Human Resource Development (HRD), which monitors compliance.
	NEW 2 step process to grieve Severe Disciplinary Actions and prohibited workplace behaviors (Sec. 14-130-134) • Step 1 Grievance Conference • Step 2 Grievance Hearing Board
Prescriptive definitions of unsatisfactory job performance, detrimental personal conduct, disciplinary process, grievance recourse have limited the ability to make adjustments Linking specific processes and procedures to specific types of conduct have limited the ability to use alternative actions depending on the situation(Sec 14-103-107)	Separates types of actions taken from types of behaviors defined. Defines 3 types of workplace behaviors subject to disciplinary action: (Sec 14: 114-119) • Unsatisfactory job performance; • Detrimental personal conduct; • Negligence in the performance of duties. Defines 4 types of disciplinary action that can be taken in response to defined workplace behaviors. (Sec. 14-112) • written warning (not considered a severe disciplinary action) • suspension without pay • demotion • termination
Employee allowed representation "at presentation of any grievance" (Sec 14-115)	Same. Employee allowed representation at pre-disciplinary conference and during grievance process (Sec. 14-121-124, 133)
Detailed processes and procedures (Sec.14-103-107)	Most processes and procedures removed from ordinance and addressed in HRD policy and procedures; some, especially for Grievance Hearing Board, have been enhanced in proposed ordinance. (Article 14)
Provides timelines for accessing and completing grievance steps (Sec. 14-114)	Provides timelines for accessing and completing dispute resolution and grievance processes. (Sec.14-132, 133, 135)

Article 11: DISPUTE RESOLUTON PROCEDURES

This section provides more detail about an entirely new process proposed for resolving workplace disputes

Goals/Summary

- Provide a prompt resolution pathway that puts responsibility for working out solution into the hands of the people having the problem.
- Confidentiality provides a safe environment for discussion. Mediation sets equal playing field. Mediation structure keeps mediator impartial.
- Mediation agreement more likely to be respected than one imposed by outside party; however, employee has recourse if dissatisfied with mediation results.
- Workplace disputes are not grievable because solution does not impose severe disciplinary action.
- Mediation agreements are part of job performance expectations for all involved parties; non-compliance addressed accordingly.

There is no corresponding section in the current ordinance	**Proposed Article 11 An Entirely new article to deal with Workplace Disputes falling under Dispute Resolution**
	Anything not covered by the grievance procedure is a workplace dispute. Provides examples of workplace disputes (Sec.14-103) • Safety or health matters • Unsatisfactory physical facilities, surroundings, materials, or equipment • Alleged antagonistic treatment by another town employee. • Unreasonable work quotas
	14 days after incident to file a request: mediation completed within 30 days (Sec.14-105)
	STEP 1: Mediation confidential, representation not allowed. Compliance with Agreement monitored by HRD. (Sec. 14-105)
	STEP 2: If employee dissatisfied with result of mediation, can request review. Town Manager or his designee will review. Can gather information, ask questions, and request information to help make decision. Provide decision within 10 days. Decision is final. Copy provided to HRD. (Sec. 14-106, 107)
	STEP 2 Decision is not grievable. (Sec. 14-103)

Articles 12 and 13: DISCIPLINARY ACTION AND GRIEVANCE PROCEDURES

These two articles deal with the types of Behaviors subject to Severe Disciplinary Actions and the Grievance Procedure

Goals/Summary

- Separate types of workplace behaviors subject to Severe Discipline from the types of Action that can be taken in order to expand options
- Reserve grievance resources for severe matters
- Reduce number of grievance steps to streamline process
- Improve professionalism, equity, ethics, and safety of grievance process

General Overview of Current Ordinance	General Overview of Proposed Ordinance
Detrimental personal conduct (Sec 14-106) • Process for discipline (Sec.14-10) Unsatisfactory job performance (Sec 14-103) • Process for discipline (Sec. 14-104, 105)	Separates types of actions taken from types of behaviors defined. Defines 3 types of workplace behaviors subject to disciplinary action: (Sec 14: 114-119) • Unsatisfactory job performance; (Sec.14-115) • Detrimental personal conduct; (Sec. 14-116) • Negligence in the performance of duties. (sec. 14-117) Defines 4 types of disciplinary action that can be taken. (Sec. 14-112-113)) • written warning (not considered a severe disciplinary action) • suspension without pay • demotion • termination Process for imposing discipline for each behavior (Sec. 14-122,123,124)
All workplace issues are grievable (Sec. 14-112)	Provides grievance process only for severe disciplinary actions and prohibited workplace behaviors –harassment, discrimination, retaliation (Sec 14-128)
4-step grievance process (Sec. 14-112) Step 1 Supervisor, Step 2 Dept. Head, Step 3 Town Manager Step 4 Personnel Appeals Committee Town Manager makes final decision	2 step grievance process • Step 1 Grievance Conference—a facilitated meeting between grievant and Town (Sec. 14-132) • Step 2 Grievance Hearing Board (14-133; more detail in Article 14) Town Manager Makes final Decision
No language on who can access grievance procedures	All employees, except Town Manager, Deputy and Assistant Managers, and Dept. Heads can access grievance processes (Sec. 14- 127)

Article 14: COMPARISON OF DIFFERENCES BETWEEN CURRENT PERSONNEL APPEALS COMMITTEE AND PROPOSED GRIEVANCE HEARING BOARD

Goals/Summary

- All focus groups wanted to see more specificity in the ordinance regarding basic procedures, rules of admissibility of information, and other processes.
- Independent counsel was deemed necessary by all groups as well.
- Board has guidance, but also autonomy over duration of proceedings and certain other procedural matters.
- Clarification that Board provides a recommendation to the Town Manager, not a decision.
- Hearings are closed in response to increasing legal requirements that Town has responsibility to protect character, reputation, and confidential personnel information for all employees, not just grievant, and should protect all participants in the proceedings.

Current Ordinance--Personnel Appeals Committee (Article 13)	**Proposed Ordinance—Grievance Hearing Board (Article 14)**
8 Board Members appointed to 3 year terms, Quorum is 4 members (Sec. 14-118)	8 Board Members appointed to staggered terms; Quorum is 5 members (Sec 14-140)
No language on composition of Board, other than requirement of being a citizen of the Town. (Sec.14-118)	Specific language that members of this committee should, to the extent possible, reflect the diversity of the Town's population. (Sec. 14-140)
Personnel Appeals Committee (PAC) meetings are open. They can be held in executive session "to the minimum extent necessary" in accordance with N.C. Personnel Records Privacy Act (N.C.G.S. 160A-168) (Sec. 14-130)	Grievance Hearing Board (GHB) meetings are closed "to the extent necessary to protect the confidentiality of personnel records and consistent with the N.C. Personnel Records Privacy Act (G.S. Sec.160A-168)" (Sec.14-158)
Procedural outline minimal	All witnesses must appear in person and identify themselves (Sec. 14-152)
	Board has independent attorney to advise it (Sec. 14-148)
	Board receives training as outlined by the Town before hearing a grievance (Sec. 14-145)
	Board reviews only information considered in the pre-disciplinary conference, but exceptions to rules of admissibility of certain information is outlined. (Sec. 14-153)
	General Structure of proceedings outlined (Sec. 14-150-156)
	Hearing to occur within 30 days of request. Recommendation and all copies of documents reviewed in proceedings, to be provided to Town Manager within 15 days of completion of deliberations. (Sec. 14-156, 159)
	Town Manager has 15 days, which can be extended to 30 days, to render a decision, which must be shared with the Council. (Sec 14-160)
	Town Manager must report in writing to Council grievance decisions and reasoning if Grievance Hearing Board Recommendation isn't followed (Sec 14-160)

Personnel Ordinance Revision Project

Town Council Comments and Staff Responses

Responses to Council comments from June 9, 2014, regarding Proposed Revisions to the Code of Ordinances of the Town of Chapel Hill, Chapter 14, Sections 11-14, dealing with Conflict Resolution and Grievance Processes.

Feedback/Question	**Staff Response**
Provide a chart that summarizes the proposed changes.	Provided: Conflict Resolution Process- Summary of Changes to Articles XI- XIV
Would like to see language in ordinance that provides more direction to Grievance Hearing Board and outlines process that both sides feels is fair. Would like clear answers as to whether certain kinds of proceedings would be allowed. More guidance on proceedings of Grievance Hearing Board in general. Due process.	Procedures for the Grievance Hearing Board have been clarified and added to Article 14 to provide more guidance and clarity on processes. These include • No anonymous witnesses • Guidance on process and procedure • Independent Counsel and Training provided Multiple check points are incorporated into the overall severe disciplinary process to assure that employees are notified and given a chance to respond. The entire record is reviewed by HRD and Town legal staff prior to any disciplinary decision.
When are we doing employee survey again? That information is a good way to supplement what we are doing here. Survey will help check in on these changes and help continue to improve them. Employee morale?	Employee engagement survey is now in its second year and Council can be given information from that survey. Ombuds provide data on general trends
Track data on these processes to see how they are performing in order to improve them. Identify trends in grievance filings to identify possible sources of problems and general trends.	We have started this process and are learning how to use MUNIS to help us with this effort.
Reference to State Administrative Procedures—is that intended?	Removed from final proposal; simple procedures outlined in final language of ordinance.
Probationary and temporary employees should be able to access this process.	All employees except Town Manager, Deputy and Assistant Managers, and Department Heads can access conflict and grievance resolution process.
Solicit input from previous employee representation about ordinance changes.	We have reviewed comments from previous filings and proceedings to see what areas have been referenced as unclear or unfair.
Council should be informed about Town Manager's decision regarding grievances. Was recommendation of Grievance Hearing Board followed?	Provided for in ordinance (Sec. 14-160)
How will policies be developed?	Draft policies will be provided to employees, interested stakeholders, for input before finalizing and implementing. Input already provided is being incorporated into the policies and procedures.
Input from non-supervisory employees on proposed changes	11 employee meetings in 2015 with good participation from non-supervisory workers. We provided multiple on-site meetings at convenient times for Transit and Public Works.

Personnel Ordinance Revision Project

EMPLOYEES/COMMUNITY GROUPS/PERSONNEL APPEALS COMMITTEE/RESIDENT COMMENTS on Revisions to Chapter 14, Articles 11-13, of the Town of Chapel Hill Code of Ordinances.

Purpose

Multiple meetings were held with Employee Forum, supervisors, senior managers, Personnel Appeals Committee, and interested citizens to discuss proposed revisions to the Personnel Ordinance. Below are the questions and feedback received and staff responses.

Article 11: Proposed Dispute Resolution	
Feedback/Questions	**Staff Response**
Is mediation mandatory? Is mediation an option for an employee in resolving conflict?	For the purpose of the dispute resolution mediation is a mandatory step in the process. The Town may further use mediation as a tool to resolve other issues.
What would the mediation process look like?	Policies and procedures will include more information about the mediation process. Mediators decide what type of mediation process will work best depending on the parties involved. They do initial intake conversations to help decide how to proceed.
Propose that the Town train in-house mediators and not use outside mediators.	To begin with the process will utilize third-party mediators. Once the process is established we will explore the use of trained in-house mediators.
What is the recourse to an employee if the department head's actions are in dispute? And what is the role of HRD who receive a copy of the Department head's decision. What is their role in assuring the dispute that is being mediated is resolved satisfactorily?	The goal of the mediation is to provide an equal playing field to resolve an issue with the Town. Dept. Heads have no more power in a mediation than any other participant. The role of HRD is to oversee the process and maintain documentation. An agreement must be mutually satisfactory to be signed and implemented.
I would prefer an outside mediator.	The initial implementation will use outside mediators. We will evaluate this process over time and solicit input as to what changes, if any, would improve the mediation process.
I like making people responsible for coming up with solutions rather than just complaining.	The mediation process will assure that all parties participate, but no one will be compelled to agree to something they don't like.
What happens if someone doesn't comply with the mediation agreement?	Compliance with the agreement is part of job performance expectations. Failure to do so is unsatisfactory job performance.
Can the employee choose the mediator?	No. The selection of the mediator will be based on who's available and may rotate among a few providers. The focus is not on the mediator, it is on the mediation process.

Article 11; Proposed Dispute Resolution, cont'd.	
Feedback/Questions	**Staff Response**
What role does Human Resource Development (HRD) play in mediation?	HRD will help employees access mediation. HRD will monitor compliance with any agreement and help employees access next steps if they are not satisfied with results of mediation. HRD will monitor outcomes of mediation to determine how useful it is.
Some people told me they were involved in mediation but haven't heard anything. Who communicates with everyone about the results of mediation?	While we cannot comment on specifics there are mediation(s) in process that have not been finished. The mediator lets HRD know when the mediation is completed and whether an agreement was reached. Tell your friend(s) to follow up with the mediator or to ask HRD for assistance if they are still unsure about the process.
Article 12: Proposed Disciplinary Actions	
Would like to see a graphic/flow chart.	Created a flowchart of the disciplinary process.
Oral warnings should be a part of the process to place employees on notice.	Informal conversations about performance are encouraged as a part of the EPMD system. Informal discipline can be offered through oral warnings or documented counseling. The written warning is the first step in the formal disciplinary action and serves as a formal notice that the employee has received a performance warning.
Helpful to give a definition for a Pre-disciplinary Conference and what constitutes a written warning.	Added a definition of the pre-disciplinary conference to the ordinance and will add more information about the written warning.
Under the current policy, written warnings last only 12 months. What is the reasoning behind the extension of this period?	The ordinance does not currently set a time limit for a written warning. The time limit of 18 months was added to add fairness and consistency.
What is meant by 'relevant' job description? Isn't it the entire job description for the position?	Deleted "relevant" to improve clarity.
What is meant by 'in the employment context?' What does "off the job site" mean? Are we talking employees who are off work for the day? Or are we talking about employees that are "on the clock" but not at a Town facility?	Removed "in the employment context" and "on or off the job site" to improve clarity.
What is the definition of 'serious?'	Replaced the word serious with "severe" and provided definition.
Reality of Department Head issuing the written warning means they may not be neutral in the conflict resolution and grievance process.	The department head no longer plays a role separate from the supervisor in the grievance procedure.
If someone has received a written warning as required by (a), wouldn't the person automatically have unsatisfactory job performance?	Added a definition for "current unresolved incident" to improve clarity. The idea of this requirement is that action is taken after more than one incident.
Does this mean you could have either 2 prior active written warnings or 1 warning and 1 disciplinary suspension for a termination?	Yes.

Article 12, Proposed Disciplinary Actions, cont'd.

Feedback/Questions	Staff Responses
Where are the policies governing the behavior of the supervisor and/or department head? Language speaks directly of a supervisor counseling an employee but does not clearly address an employee filing a grievance against a supervisor.	Employees have several options to address the behavior of a supervisor. 1. EPMDS provides an opportunity for employees to provide documented feedback to their supervisor. 2. The dispute resolution procedure offers mediation as a tool to address supervisor behavior. 3) The Ombuds office and HRD partners are available resources. 4. A supervisor and/or Dept. Head has job performance expectations upon which he/she is evaluated. These expectations include managing his/her employees and the work of the department.
The notice for a pre-disciplinary conference needs to be longer—an employee needs time to prepare for this conference.	We are revising policies now and will consider extending this period in our policy revisions. We will solicit input on policies before finalizing.
Who does investigations for a precipitating event that might result in severe disciplinary action?	It depends on the situation. HRD will be involved in this decision. It may be that an outside investigator is needed; other times someone within the Town might conduct the investigation.
Need tighter timelines on the processes before a grievance –things take too long.	We are revising policies now. The ordinance provides for timelines once a grievance is filed. We will solicit input on new timelines as part of policy revision project. Having someone designated to monitor the process will be important to keep the process moving.
Why isn't a written warning grievable?	It is not a severe disciplinary action.
When do investigations happen?	As soon as possible after an allegation is made.
Article 13: Proposed Grievance Procedures	
Who can access this grievance procedure?	All employees would be eligible with the exception of department heads and the Town managers.
Can participants be represented at the Grievance Conference?	The idea of the Grievance Conference is to create a confidential and safe environment in which to explore options to resolve the grievance. The result can be a binding agreement. To foster that situation the Conference includes an outside professional facilitator, a person from the Town, and the employee. Neither the employee nor the Town's designated attendee has representation present in the Conference.
Process should ensure confidentiality as a condition of the Grievance Conference.	We agree and we have added language in the ordinance. Confidentiality will also be ensured in the policy.
Who pays for the facilitator for the Grievance Conference?	The Town.

Article 13, Proposed Grievance Procedures, cont'd	
Feedback/Questions	**Staff Response**
What is the role of the Department head if the grievance is with a supervisor, an especially important role in securing a positive working environment?	The ordinance does not specify who attends the Grievance Conference from the Town. It will be someone empowered to make a binding agreement on behalf of the Town and will be appointed by the Manager's office.
Concern about jumping to a volunteer board after a Grievance Conference.	The goal of the Grievance Conference is to create a confidential and safe environment in which to explore options to resolve the grievance. The Grievance Hearing Board will be made up of Council appointees who receive training in this process, and who have access to independent legal counsel for advice and guidance.
What about an intermediate step that provides a venue for the department head to consider the grievance?	The Dept. Head has already carefully reviewed the situation, including the results of an investigation and all documentation, before making a decision to impose discipline. Virtually all feedback from employees at every level was that another review by the Dept. Head would not benefit the grievance process.
If the Grievance Conference doesn't result in a resolution, does the grievance automatically move to the Hearing before the Grievance Hearing Board, or is this something the employee requests?	The employee needs to request the Grievance Hearing Board Hearing.
It would be helpful to more fully lay out the HRD department's responsibilities and accountability in the grievance procedure and what Town policy and procedures govern these responsibilities.	The revisions to the ordinance have been made to remove that level of specificity to the ordinance but policies articulate how HRD participates in every phase of the process.
Allow the process to be open to a group of employees to address an issue of concern.	For the purpose of the dispute resolution procedure the idea is to resolve an issue between two parties. However, mediation has been used as a tool to resolve other issues in the Town, including an issue that involves a group of employees.
Training is key to success of proposed ordinance. Add requirement for training to the ordinance.	Agree. Board members receive a board-specific orientation from their staff liaison when they are appointed. The Grievance Hearing Board will also receive training from their independent legal counsel. Additionally, the Town conducts annual ½-day trainings for all advisory board members that cover the member responsibilities, Council expectations, and local and state laws. Employees will also receive training on policy.
Is the Grievance Conference replacing mediation in what we saw earlier as the grievance process?	Yes. It is deliberately not called a mediation since it's starting from a place where some review of options has already occurred during the decision making process. The goal however, is the same—to come up with a mutually acceptable resolution. It is facilitated by a professionally trained mediator.

Article 13, Proposed Grievance Procedures, cont'd	
Feedback/Questions	**Staff Response**
Why can't all issues be grieved?	The goal is to resolve most workplace issues with mediation. These matters are not subject to severe disciplinary action; so decisions are not grievable.
What if any of these changes will result in a more timely resolution to the grievance?	Taking out two steps involving the supervisor and Dept. Head saves time. The Grievance Conference will quickly determine if an agreement can be reached
Why can't the Town provide an attorney for the grievant?	That is not advisable for either the Town or the employee. There are other resources —unaffiliated with the Town-- for employees who want independent legal assistance.
How long will all of this take?	The two factors that most impact the timeline are the investigation and scheduling the Grievance Hearing. We have improved our tracking and will keep doing so, and expect to clarify whose role it is to keep the process moving.
Who will be the person representing the Town in the Grievance Conference (Suggestion made that it be a member of the Grievance Hearing Board or an outside professional).	It has to be someone not involved in the grievance, but someone with good knowledge of Town processes/policy and who can be trusted to bind the Town to an agreement. Suggestion to use someone from the GHB or someone from outside the Town is interesting and one we will look into.
Article 14: Proposed Grievance Hearing Board	
Who would advise the Council as to who should serve on the grievance board? (request that manager suggest that the council could use the diverse social groups & organizations in the community to create a checklist of attributes that they are seeking)	The Council adopted a standing advisory board membership policy[1] that establishes an application and appointment process for all advisory boards including the Grievance Hearing Board.
Could the Grievance Board have final decision making power?	The Manager is the final authority on personnel matters under State law.
Concerned about this approach because it fuels perception of bias. How to use an outside attorney and limit unsolicited advice.	The purpose of the independent counsel is to provide legal advice upon request. Their client is the Grievance Hearing Board. The Grievance Hearing Board maintains confidentiality of proceedings according to laws governing confidential personnel information, so they cannot discuss the matters before them with anyone outside of the structured proceedings.
Preclude the use of anonymous witnesses.	Yes. The ordinance states what is or is not acceptable as information before the Board. In this case, section14-152 (c) states that testimony can only be provided as direct testimony that can be cross-examined, thereby precluding the use of anonymous witnesses or witnesses not appearing in person.
When the Manager does not adopt the board recommendations, would the Manager's reasoning become public?	Yes. By law, the Town Manager's transmission to Council is a public document.

[1] http://chapelhill.granicus.com/MetaViewer.php?view_id=7&clip_id=2049&meta_id=86565

Article 14: Proposed Grievance Hearing Board, cont'd.	
Feedback/Questions	**Staff Response**
Who has the burden of proof in a Grievance Proceeding?	The ordinance states that the Town has the burden of proving to the board that the action was taken in compliance with Town policy.
I want the members of the board to be HR or legal professionals so they understand the issues involved.	The ordinance provides that the Board reflect the Town's diversity. The Town has a standing advisory board membership policy that establishes an application and appointment process for all advisory boards. The final revisions to the ordinance do not require any specific background to serve on this Board. The HRD department provides specific training on personnel laws, policies and procedures. The Board has an independent attorney to advise it.
I don't want the members of the board to be legal or HR professionals because they have a bias towards management.	
Why is a Citizens Board doing this review? They don't know anything about our Town culture or the parties involved or our workplace.	They can provide an objective and focused eye and not be distracted by old history or the personalities involved. They receive specific training to help them in this role and have independent counsel to advise them.
Why can't the Grievance Hearing Board overturn the Town Manager's decision?	State law says that all decisions on employment matters are ultimately the responsibility of the Town manager.
I like that the ordinance has more specificity for Grievance Hearing Board proceedings.	Good. We received feedback from many sources that adding this language to the ordinance will be helpful.

Personnel Ordinance Revision Project

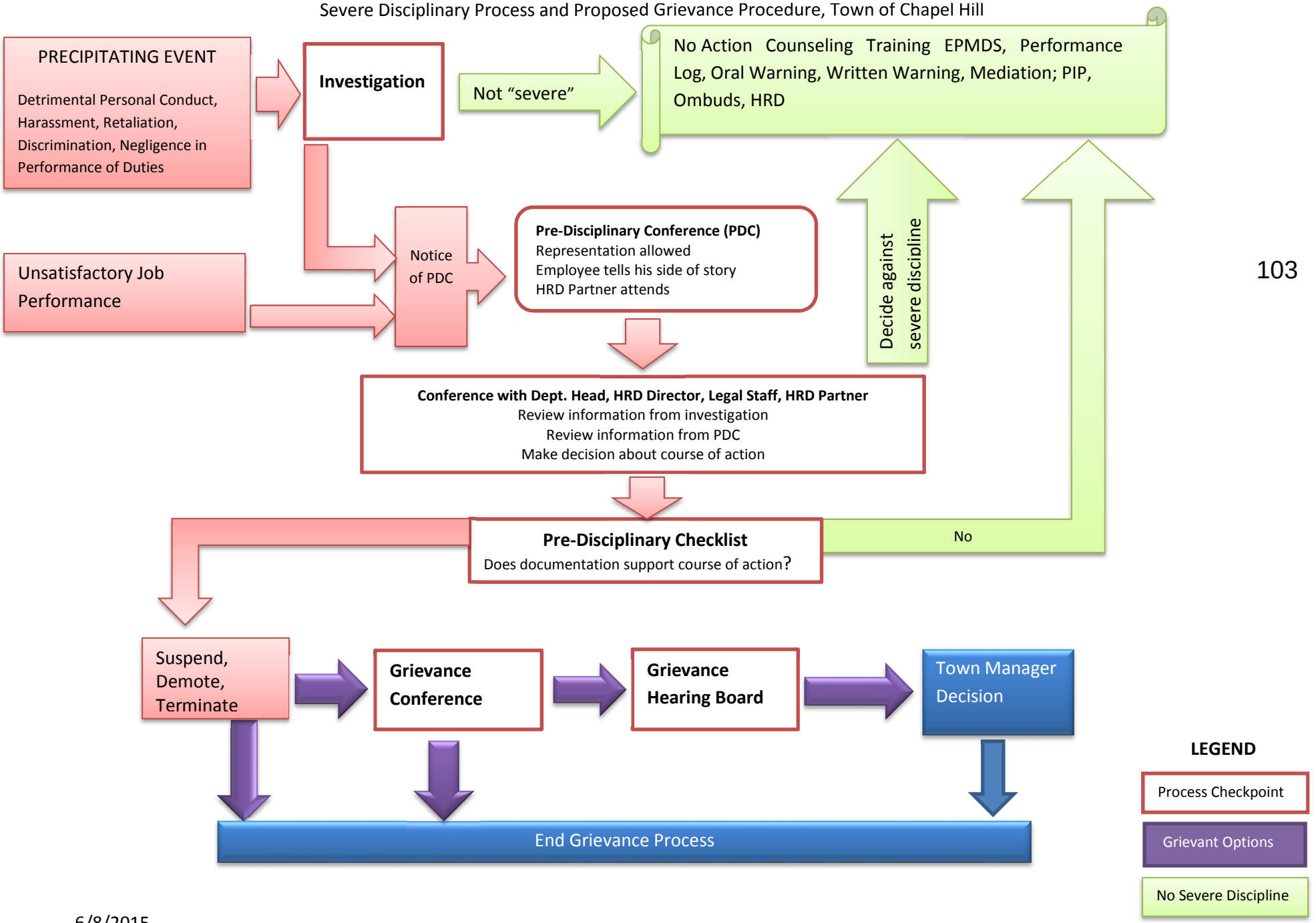
EMPLOYEES/COMMUNITY GROUPS/PERSONNEL APPEALS COMMITTEE/CITIZEN COMMENTS on Revisions to Chapter 14, Articles 11-13, of the Town of Chapel Hill Code of Ordinances.

SUPPLEMENTAL FEEDBACK since May 22, 2015.

Feedback/Questions	Staff Response
Who decides when an employee has had enough training to do his job and doesn't need any more? What if an employee wants more training but is denied it?	Each job has different requirements regarding mandatory training. Optional training can be requested by the employee or offered by the supervisor. If an employee thinks he is being denied training that he needs to do his job better or be better prepared for promotions or career progression, that would be an issue to bring to mediation.
How much is the mediation and new grievance process going to cost the town? We have seen lots of money spent on consultants and new initiatives while employees have not had raises for several years?	It's difficult to project the total cost of mediation to the Town since we don't know how readily it will be utilized. Providing independent counsel for the Grievance Hearing Board and a stenographer to record proceedings are new costs. These costs are considered necessary and vital to protect the integrity and autonomy of the Hearing Board and support a professional process.
We have been waiting a long time for some policies to be updated or revised. When can we expect to have new policies? It makes it difficult to deal with situations like attendance when the policy hasn't been updated.	The policy revision project is underway. Some policies have already been revised and approved. The policies around conflict resolution will be ready prior to the September 1, 2015 implementation date. Other policy revisions will be prioritized and completed as quickly as possible. The project now has a full time staff member assigned to it.
Who is attending the grievance conference on the Town's behalf? Will it be the same person every time? Can I choose who it is?	It will be someone with decision making authority. Probably several people will share this responsibility. The grievant cannot choose who attends the conference for the Town.
Who will facilitate the grievance conference?	A certified mediator.
Why is someone disciplined twice for the same offense? I was put on leave before the hearing and then put on leave again after the hearing.	Administrative leave is paid leave. It is not considered disciplinary action. Unpaid leave is considered disciplinary suspension. In this instance, an employee was put on paid leave pending the outcome of an investigation and then was given unpaid suspension. The unpaid suspension was disciplinary; the paid administrative leave was not. Employees are expected to be available and accessible during paid administrative leave. The employee was paid for the time spent at the pre-disciplinary conference.

Feedback/Question	Staff Response
What if a citizen has a grievance against an employee? How do they access the grievance process?	The grievance process is between the employee and the town and relates to disciplinary actions taken by the Town. Customer service or other citizen concerns are addressed by contacting the Town and filing a report. The Town will then investigate the concern and take appropriate action if warranted.
What if I want to mediate something and the other person doesn't?	Mediation is the first step in a formal dispute resolution process. If mediation does not yield an agreement—either because someone refuses to mediate or because the parties engage in mediation but cannot agree—then the management review will result in a decision that will be binding on all parties.
Our department has its own policies about discipline. Which ones prevail, the town's or the departments?	The dispute resolution and grievance process will be available to all town employees to grieve severe disciplinary actions. Different department may have policies that pertain to their particular job expectations or departmental needs. One of the goals of the policy revision project is to identify and correct any areas where policies create confusion or conflict.
If I have already filed a grievance, which process will I be using?	Any grievance already filed will be handled under the current grievance process.
Can I use mediation now instead of a grievance process even before the new ordinance is approved?	Yes, the current ordinance does provide for mediation.

Town of Chapel Hill Personnel Ordinance Revision Project, Chapter 14, Articles 11-14
Severe Disciplinary Process and Proposed Grievance Procedure, Town of Chapel Hill



6/8/2015

TOWN OF CHAPEL HILL
NORTH CAROLINA

MEMORANDUM

Meeting Date: 06/08/2015
AGENDA #13

TO: Roger L. Stancil, Town Manager

FROM: Mary Jane Nirdlinger, Planning and Sustainability
John Richardson, Planning Manager for Sustainability
Megan Wooley Ousdahl, Community Sustainability Planner

SUBJECT: Overview of Tonight's Obey Creek Items

Overview of Tonight's Obey Creek Items
This evening, we ask that the Council consider the following items:

1. Proposed Land Use Management Ordinance Text Amendment – To create the new Development Agreement-1 (DA-1) Zoning District
2. Proposed Zoning Atlas Amendment – To rezone a portion of the Obey Creek site to the proposed Development Agreement-1 (DA-1) Zoning District
3. Draft Obey Creek Development Agreement
4. Authorization of Land Exchange

Additional Details on Tonight's Obey Creek Items
Before the Council this evening are four items related to the Obey Creek project:

Number	Items	Why is this being considered?	Staff Recommendation
1	Proposed Text Amendment	- The first item is a proposed text amendment to create a new zoning district called Development Agreement-1 (DA-1). - Currently, the zoning at the Obey Creek site that is being considered for development is Residential Low Density-1 (R-LD1) and Neighborhood Commercial (NC); these zoning districts do not allow for a development agreement to be applied in these zones. - The proposed DA-1 zoning district would allow for the use of a development agreement and also provides a list of other uses permitted without a development agreement. - This process is similar to the Carolina North development agreement process. - More detail can be found in the staff memorandum.	That the Council enact the Ordinance to establish the new Development Agreement-1 zoning district.

Number	Items	Why is this being considered?	Staff Recommendation
2	Proposed Zoning Atlas Amendment	- The second item is a proposed zoning atlas amendment to rezone a 44-acre portion of the Obey Creek property to the new Development Agreement-1 Zoning District. - In order to apply a development agreement to the Obey Creek site, the underlying zoning must allow for the use of a development agreement. - Rezoning the property to Development Agreement-1 would allow for the negotiation and execution of a development agreement on the site. - More detail can found in the staff memorandum.	That the Council enact the Ordinance to rezone the 44-acre portion of the Obey Creek site to Development Agreement-1 (DA-1).
3	Draft Obey Creek Development Agreement	- The third item is the draft Obey Creek Development Agreement. - Obey Creek is a proposed mixed-use development located along US 15-501 South across from Southern Village. - The Council and applicant (East West Partners) have held negotiation sessions since November 2014 to craft a development agreement which, if approved, would govern and regulate development on the western 44-acre portion of the Obey Creek site. - More detail can be found in the staff memorandum.	That the Council enact the Ordinance to approve the Obey Creek Development Agreement. That the Council adopt the Resolution of Continuing Action in support of Town-wide goals
4	Authorization of Land Exchange	- The fourth item is consideration of the authorization of a land exchange between the Town and Obey Creek Ventures. - The Town of Chapel Hill owns a narrow triangle parcel of land between Wilson Creek and US Highway 15-501, consisting of approximately one half acre. This parcel is needed by Obey Creek Ventures, LLC for the private development proposed in the Obey Creek Development Agreement. - Obey Creek Ventures, LLC proposes transferring to the Town fee simple interest in land it owns on the east side	That the Council adopt the resolution to authorize an exchange of Town-owned property within the Obey Creek site for the Wilson Creek Preserve property owned by Obey Creek Ventures, LLC.

Number	Items	Why is this being considered?	Staff Recommendation
		of Obey Creek and Wilson Creek which is called the “Wilson Creek Preserve” and totals approximately 85 acres. - More detail can be found in the staff memorandum.	

TOWN OF CHAPEL HILL
NORTH CAROLINA

MEMORANDUM

Meeting Date: 06/08/2015
AGENDA #14

TO: Roger L. Stancil, Town Manager

FROM: Mary Jane Nirdlinger, Planning and Sustainability
Gene Poveromo, Development Manager
John Richardson, Planning Manager for Sustainability
Megan Wooley Ousdahl, Community Sustainability Planner

SUBJECT: Consider Proposed Land Use Management Ordinance Text Amendment to Create the New Development Agreement-1 (DA-1) Zoning District

Overview

- Tonight the Council continues the public hearing from May 18, 2015[1] to consider the proposed Land Use Management Ordinance Text Amendment to create the new Development Agreement-1 (DA-1) zoning district.
- The attached ordinance and resolution enable the Council to enact an amendment to the Town's Land Use Management Ordinance and would allow for the creation of the new Development Agreement-1 zoning district.
- This zoning district would allow for the use of a development agreement and would provide a list of other uses permitted without a development agreement.

Staff Recommendation

- That the Council adopt the Resolution of Consistency with the Comprehensive Plan and enact Ordinance A to establish the new Development Agreement-1 zoning district.

Topic from the May 18, 2015 Public Hearing

- A question arose during the May 18, 2015 public hearing regarding the uses on the 44-acre portion of the Obey Creek site. Additional language is included in the Obey Creek Development Agreement that limits which uses are allowable on this portion of the site.
- Recommended adjustments to the proposed text amendment are highlighted in grey in the attached draft ordinance.

Explanation of the Creation of the New DA-1 Zoning District

- The Council is currently in negotiations with the applicant (East West Partners) to draft a development agreement which, if approved, would govern and regulate development on the western 44-acre portion of the Obey Creek site. Obey Creek is a proposed mixed-use development located along US 15-501 South across from Southern Village; see Attachment 4 for a map.

[1] http://chapelhillpublic.novusagenda.com/Bluesheet.aspx?itemid=3228&meetingid=341

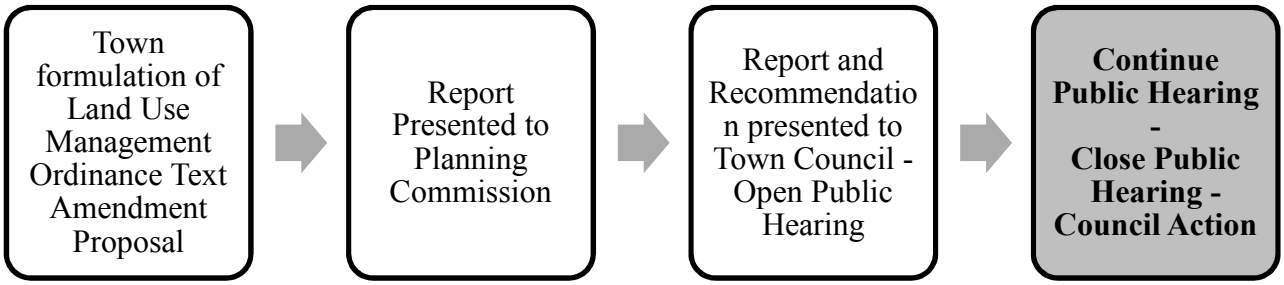
- More information about the Obey Creek development agreement process can be found at www.townofchapelhill.org/obeycreek.
- The 44-acre site is currently zoned Residential Low Density-1 (R-LD1) and Neighborhood Commercial (NC); these zoning districts do not allow for a development agreement to be applied in these zones.
- The applicant has submitted a Zoning Atlas Amendment application requesting that the area be rezoned to allow for a development agreement.

Introduction

- Under consideration this evening is a new zoning district, called Development Agreement-1 (DA-1); this zoning district would allow for the use of a development agreement and would provide a list of other uses permitted without a development agreement.
- This process is similar to the Carolina North development agreement process; in order for the Carolina North development agreement to be applied to the site, a text amendment, creating a new zoning district (University-1), was enacted as a first step.

Process

- A proposed text amendment to the Land Use Management Ordinance requires the Town Manager to:
    1. Conduct an evaluation of the proposed text amendment;
    2. Present a report to the Planning Commission;
    3. Notify property owners of the proposal;
    4. Hold a public hearing; and
    5. Present a report and recommendation to the Town Council.



Public Notice of the Proposed Text Amendment

- On April 23, 2015, notice of the public hearing was sent to the property owners and owners of property within 1,000 feet of the properties proposed for rezoning.
- Notice of the proposed text amendment and rezoning was also included in the Classifieds section of the Chapel Hill News on April 26, 2015 and May 3, 2015.
- Signage was posted at the site.
- Copies of the agenda materials for the proposed text amendment are available in the Communications and Public Affairs Department.
- Documents are also available on the Town's website at the following link: www.townofchapelhill.org/obeycreek

Analysis of the Proposal

- Article 4.4 of the Land Use Management Ordinance (Appendix A of the Town Code) establishes the intent of Zoning Amendments (include both atlas and text amendments to the Ordinance) by stating that:

  In order to establish and maintain sound, stable, and desirable development within the planning jurisdiction of the Town it is intended that this chapter shall not be amended except:

  a) to correct a manifest error in the chapter; or
  b) because of changed or changing conditions in a particular area or in the jurisdiction generally; or
  c) to achieve the purposes of the Comprehensive Plan.

- Article 4.4. further states: It is further intended that, if amended, this chapter be amended only as reasonably necessary to the promotion of the public health, safety, or general welfare, and in conformance with the Comprehensive Plan.

The following is a staff response to the three required considerations:

A) To correct a manifest error in the appendix:

Staff Comment: We believe the information in the record to date can be summarized as follows:

- Argument in Support: To date no arguments in support have been submitted.
- Argument in Opposition: To date no arguments in opposition have been submitted.

B) Because of changed or changing conditions in a particular area or in the jurisdiction generally:

Staff Comment: We believe the information in the record to date can be summarized as follows:

- Argument in Support: The Council is currently engaged in a process to draft and consider the Obey Creek Development Agreement which may be applied to the Obey Creek site. The site under consideration currently has very limited to no development; if approved, the Obey Creek Development Agreement would allow for development on approximately 44 acres of land on the west side of Wilson Creek.
- Argument in Opposition: To date no arguments in opposition have been submitted.

C) To achieve the purposes of the Comprehensive Plan:

Staff Comment: We believe the information in the record to date can be summarized as follows:

- Argument in Support: We believe that the proposed text amendment can be justified to achieve the purposes of the goals and objectives from the Comprehensive Plan.

  The following are the themes from the Chapel Hill 2020 Comprehensive Plan, adopted June 25, 2012:

Conforms	No.	2020 Comprehensive Plan Themes
✓	1	A Place for Everyone
✓	2	Community Engagement and Prosperity

Conforms	No.	2020 Comprehensive Plan Themes
✓	3	Getting Around
✓	4	Good Places, New Spaces
✓	5	Nurturing Our Community
	6	Town and Gown Collaboration

Based on our preliminary review, we believe the Council could make the finding that the proposed text amendment is in compliance with the Comprehensive Plan. Relevant goals and objectives in the Comprehensive Plan include, but are not limited to:

A Place for Everyone

- Family-friendly, accessible exterior and interior places throughout to the town for a variety of active uses (Goal PFE.1)
- A range of housing options for current and future residents (Goal PFE.3)
- A welcoming and friendly community that provides all people with access to opportunities (Goal PFE.4)

Community Prosperity and Engagement

- Balance and sustain finances by increasing revenue and decreasing expenses (Goal CPE.1)
- Promote a safe, vibrant, and connected (physical and person) community (Goal CPE.3)

Getting Around

- A well-conceived and planned, carefully thought-out, integrated, and balanced transportation system that recognizes the importance of automobiles, but encourages and facilitates the growth and use of other means of transportation such as bicycle, pedestrian, and public transportation options (Goal GA.1)
- A connected community that links neighborhoods, businesses, and schools through the provision of greenways, sidewalks, bike facilities, and public transportation (Goal GA.2)
- Make an adaptable transportation system to support both dense and suburban development (Goal GA.4)
- Create a comprehensive transportation system that provides everyone safe and reasonable access to all the community offers (Goal GA.5)

Good Places, New Spaces

- A range of neighborhood types that addresses residential, commercial, social, and cultural needs and uses while building and evolving Chapel Hill's character for residents, visitors, and students (Goal GPNS.5)
- Open and accessible common spaces for community gathering, cultural uses, and community development (Goal GPNS.7)
- Future land use, form, and density that strengthen the community, social equity, economic prosperity, and natural environment (Goal GPNS.8)

Nurturing Our Community

- Maintain and improve air quality and water quality, and manage stormwater to heal local waterways and conserve biological ecosystems within the town boundaries and the Extra Territorial Jurisdiction (Goal NOC.2)
- Protect, acquire, and maintain natural/undeveloped open spaces and historic sites in order to protect wildlife corridors, provide recreation, and ensure safe pedestrian and bicycle connections (Goal NOC.3)

- Argument in Opposition: To date no arguments in opposition have been submitted.

Planning Commission Recommendation

- During their May 5, 2015 meeting, the Planning Commission recommended that the Council enact an ordinance to create the Development Agreement-1 (DA-1) zoning district.
- See Attachment 5 for the Planning Commission recommendation.

Attachments

- Resolution of Consistency
- Ordinance A – Enacting the Text Amendment (zoning district language)
- Resolution A – Denying the Text Amendment
- Map of the Proposed Obey Creek Development
- Planning Commission Recommendation

RESOLUTION OF CONSISTENCY

(Adopting the Land Use Management Ordinance Text Amendment proposal)

A RESOLUTION REGARDING THE CHAPEL HILL LAND USE MANAGEMENT ORDINANCE AMENDMENT CREATING DEVELOPMENT AGREEMENT-1 (DA-1), A NEW ZONING DISTRICT, AND CONSISTENCY WITH THE COMPREHENSIVE PLAN (2015-06-08/R-8)

WHEREAS, the Council of the Town of Chapel Hill has considered the Town-initiated proposal to amend the Land Use Management Ordinance to create a new Development Agreement-1 (DA-1) zoning district and finds that the amendment, if enacted, is reasonable and in the public's interest and is warranted to achieve the purposes of the Comprehensive Plan, as explained by, but not limited to, the following goals of the Comprehensive Plan:

- Family-friendly, accessible exterior and interior places throughout to the town for a variety of active uses (Goal PFE.1)
- A range of housing options for current and future residents (Goal PFE.3)
- A welcoming and friendly community that provides all people with access to opportunities (Goal PFE.4)
- Balance and sustain finances by increasing revenue and decreasing expenses (Goal CPE.1)
- Promote a safe, vibrant, and connected (physical and person) community (Goal CPE.3)
- A well-conceived and planned, carefully thought-out, integrated, and balanced transportation system that recognizes the importance of automobiles, but encourages and facilitates the growth and use of other means of transportation such as bicycle, pedestrian, and public transportation options (Goal GA.1)
- A connected community that links neighborhoods, businesses, and schools through the provision of greenways, sidewalks, bike facilities, and public transportation (Goal GA.2)
- Make an adaptable transportation system to support both dense and suburban development (Goal GA.4)
- Create a comprehensive transportation system that provides everyone safe and reasonable access to all the community offers (Goal GA.5)
- A range of neighborhood types that addresses residential, commercial, social, and cultural needs and uses while building and evolving Chapel Hill's character for residents, visitors, and students (Goal GPNS.5)
- Open and accessible common spaces for community gathering, cultural uses, and community development (Goal GPNS.7)
- Future land use, form, and density that strengthen the community, social equity, economic prosperity, and natural environment (Goal GPNS.8)
- Maintain and improve air quality and water quality, and manage stormwater to heal local waterways and conserve biological ecosystems within the town boundaries and the Extra Territorial Jurisdiction (Goal NOC.2)

- Protect, acquire, and maintain natural/undeveloped open spaces and historic sites in order to protect wildlife corridors, provide recreation, and ensure safe pedestrian and bicycle connections (Goal NOC.3)

NOW, THEREFORE, BE IT RESOLVED by the Council of the Town of Chapel Hill that the Council hereby finds the proposed zoning text amendment to be reasonable and consistent with the Town Comprehensive Plan.

This the 8th day of June, 2015.

ORDINANCE A
Enacting the Land Use Management Text Amendment

AN ORDINANCE AMENDING THE CHAPEL HILL LAND USE MANAGEMENT ORDINANCE TO ESTABLISH A NEW DEVELOPMENT AGREEMENT-1 ZONING DISTRICT (2015-06-08/O-3)

WHEREAS, the Council of the Town of Chapel Hill has considered the proposed text amendment changes to the Land Use Management Ordinance regarding establishment of a new Development Agreement-1 zoning district and finds that the amendment is warranted in order to achieve the purposes of the Comprehensive Plan, as it relates the following themes and goals of the Comprehensive Plan:

- Family-friendly, accessible exterior and interior places throughout to the town for a variety of active uses (Goal PFE.1)
- A range of housing options for current and future residents (Goal PFE.3)
- A welcoming and friendly community that provides all people with access to opportunities (Goal PFE.4)
- Balance and sustain finances by increasing revenue and decreasing expenses (Goal CPE.1)
- Promote a safe, vibrant, and connected (physical and person) community (Goal CPE.3)
- A well-conceived and planned, carefully thought-out, integrated, and balanced transportation system that recognizes the importance of automobiles, but encourages and facilitates the growth and use of other means of transportation such as bicycle, pedestrian, and public transportation options (Goal GA.1)
- A connected community that links neighborhoods, businesses, and schools through the provision of greenways, sidewalks, bike facilities, and public transportation (Goal GA.2)
- Make an adaptable transportation system to support both dense and suburban development (Goal GA.4)
- Create a comprehensive transportation system that provides everyone safe and reasonable access to all the community offers (Goal GA.5)
- A range of neighborhood types that addresses residential, commercial, social, and cultural needs and uses while building and evolving Chapel Hill's character for residents, visitors, and students (Goal GPNS.5)
- Open and accessible common spaces for community gathering, cultural uses, and community development (Goal GPNS.7)
- Future land use, form, and density that strengthen the community, social equity, economic prosperity, and natural environment (Goal GPNS.8)
- Maintain and improve air quality and water quality, and manage stormwater to heal local waterways and conserve biological ecosystems within the town boundaries and the Extra Territorial Jurisdiction (Goal NOC.2)
- Protect, acquire, and maintain natural/undeveloped open spaces and historic sites in order to protect wildlife corridors, provide recreation, and ensure safe pedestrian and bicycle connections (Goal NOC.3)

NOW, THEREFORE, BE IT ORDAINED by the Council of the Town of Chapel Hill that the Chapel Land Use Management Ordinance be amended as follows:

SECTION I

Amend Section 3.5 (Special Districts) of the Land Use Management Ordinance by adding a new Section 3.5.6 to read as follows:

"Section 3.5.6 Development Agreement-1 District

(a) Purpose and intent

The purpose and intent of the Development Agreement-1 district (DA-1) is to establish procedural and substantive standards for the Town Council's review and approval of development on large tracts of land where the predominant uses are to be private development that includes uses such as housing, general business, convenience business, office-type business, recreation, utility, and/or open space uses.

The objective of the DA-1 district is to allow for orderly and sustainable growth and major new development while mitigating impacts to nearby neighborhoods, the community, and the environment. A key feature of this district is the concurrent review of a rezoning application and an initial proposed development agreement within such district that allows the property owner, immediate neighbors, and community to understand the type and intensity of development being proposed, the timing of that development, the potential impacts of the development, the mitigation measures that will be implemented to address those impacts, and the commitments of both the developer and the Town regarding public facilities and services needed to support the proposed development. A development agreement that is approved by ordinance as a legislative decision of the Town Council pursuant to G.S. 160A-400.22 is an integral component of the DA-1 zoning district.

(b) Overview of development review procedures

Procedures in this zoning district are designed to facilitate:

1. Articulation of a long-term development plan that provides a context for more detailed intermediate and short term plans and projects;
2. Articulation of detailed plans that involve multiple buildings over an extended time period on a defined portion of the zoning district that is subject to an individual development agreement;
3. Identification of the infrastructure needs and impacts related to the development specified in a development agreement;
4. Provision of measures to mitigate the negative impacts of development in the development agreement and to promote sustainability of approved development, with the mitigation implemented in a manner appropriate with the pace of development; and
5. Provision of predictability and certainty as to the type, intensity, and design of development set out in a Town Council-approved development agreement.

Applicants proposing that property be zoned DA-1 must submit a long-range development plan and supporting analysis at the time of petition for rezoning to this district. Upon approval by the Town Council of a development agreement in this district, site development permits for individual buildings are to be issued by the Town Manager, following a determination by the Town Manager that such individual building projects do not violate the Town Council-approved development agreement.

For development proposed within the DA-1 zoning district that is not included in a Town Council-approved development agreement, but is a minor modification according to the provisions of this Section, the Town Manager may approve a change to the development agreement and issue a site development permit.

Except as specifically authorized as a permitted use under Section 3.5.6(e)(1), development proposed within this zoning district that is not included in a Town Council-approved development agreement and/or that cannot be considered a minor modification to a development agreement shall be considered to be a special use and subject to the Special Use Permit standards and procedural requirements of section 4.5 of this appendix. In the alternative, the applicant may apply to the Town Council for an amendment to the development agreement.

The terms used within this Section have the same meaning and scope as provided by this Appendix and state law. Provided, however, that to the extent a Council-approved and owner-executed development agreement defines a term to have a different meaning or scope, that meaning and scope shall apply as specified in the development agreement.

(c) Minimum Requirements

Only areas with a minimum of twenty-five (25) contiguous acres of developable property (as defined by G.S. 160A-400.23) under common ownership or management may be placed in a DA-1 zoning district.

The requirements of an approved Development Agreement may include work or restrictions beyond the property zoned DA-1.

An application for rezoning to a DA-1 district must, in addition to all other requirements of this ordinance, include:

1. An ecological analysis of the entire area proposed to be included in the district.
2. A proposal to establish a development agreement for a discrete portion (of not less than twenty-five [25] developable acres) of the land to be placed in the district.

The Town Manager may specify forms and reasonable requirements related to these mandated materials to be submitted with a rezoning petition.

(d) Development Agreement

A proposed development agreement in this district must include all provisions mandated by state law and shall at a minimum include:

1. A legal description of the property subject to the agreement and the names of its legal and equitable property owners.
2. The duration of the agreement.
3. The development uses permitted on the property, including population densities and building types, intensities, placement on the site, and design.

4. A description of public facilities that will service the development, including who provides the facilities, the date any new public facilities, if needed, will be constructed, and a schedule or triggering points to assure public facilities are available concurrent with the impacts of the development.
5. A description, where appropriate, of any reservation or dedication of land for public purposes and any provisions to protect environmentally sensitive property.
6. A description of all local development permits approved or needed to be approved for the development of the property together with a statement indicating that the failure of the agreement to address a particular permit, condition, term, or restriction does not relieve the developer of the necessity of complying with the law governing their permitting requirements, conditions, terms, or restrictions.
7. A description of any conditions, terms, restrictions, or other requirements determined to be necessary by the Town Council for the public health, safety, or welfare.
8. A description, where appropriate, of any provisions for the preservation and restoration of historic structures.
9. A development schedule, including commencement dates and interim completion dates at no greater than five-year intervals, provided, however, the failure to meet a commencement or completion date shall not, in and of itself, constitute a material breach of the development agreement pursuant to G.S. 160A-400.27 but must be judged based upon the totality of the circumstances.

The development agreement may provide that the entire proposed development or any phase of it be commenced or completed within a specified period of time. The development agreement may include other defined performance standards to be met by the applicant and/or its successors in interest.

(e) Permitted uses within the boundary of a development agreement

(1) Permitted uses within a development agreement. The predominant uses are to be private development for housing, general business, convenience business, office-type business, recreation, utility, and/or open space uses. The permitted uses, special uses, or accessory uses in the Development Agreement-1 (DA-1) within the boundary of a development agreement are limited to those uses as set forth in Table 3.7-1: Use Matrix and may be further limited by the terms of any development agreement entered into by a property owner and the Town.

(2) The maximum floor area, density of development, building heights and general locations, other attributes of development intensity, and design guidelines for the development permitted shall be as provided in a Town Council-approved development agreement. The development agreement may provide that specified uses shall require a Town Council-approved special or conditional use permit.

(f) Permitted and special uses outside a boundary area of a development agreement

(1) Uses that may be approved as permitted uses within the DA-1 zoning district but outside the boundary area or terms of a Town Council-approved development agreement are:

- Community gardens;
- Local farmers markets;

- Recreational facility, non-profit;
- Trails, greenways, and recreational land;
- Public use facilities;
- Solar energy collection arrays;
- Radio, television, or wireless transmitting and/or receiving facilities, provided the total height of an antenna-supporting structure is not more than 120 feet and there is a 500-foot or more setback from the property line;
- Wind turbines designed to produce 100kW or less, provided the total height is not more than 120 feet, there is a minimum ground clearance of 30 feet from rotors, and there is a 500-foot or more setback from the property line. Wind turbines designed to produce 100kW or less may also be located on rooftops.

These permitted uses shall require a zoning compliance permit pursuant to Section 4.9 of this Appendix.

(2) Uses that may be approved as special uses within this zoning district outside the boundary or terms of a Town Council-approved development agreement (including proposed uses for property formerly covered by a development agreement that has expired or been terminated) are limited to those uses as set forth in Table 3.7-1 (Use Matrix). These special uses shall be subject to the dimensional requirements as set forth in Table 3-8.1 (Dimensional Matrix) and the applicable perimeter transition area requirements.

(g) Existing conditions within a DA-1 zoning district.

Existing uses, structures, and conditions within a DA-1 zoning district as of the effective day property is placed in this district may be continued as specified by this section. All existing uses of land that do not involve the use of a building can be continued as they exist as of the effective date the property is zoned DA-1. Any existing building being used for a use permitted by this Appendix or by an applicable development agreement may be expanded to the extent that the Town Manager finds that the expansion is exempt from the Transportation Impact Analysis requirements of Section 5.8(g) of this Appendix. Any new construction, development, or site improvements associated with continuation of existing conditions shall be consistent with the terms of all applicable development agreements in effect within the district.

(h) Development Standards

Development in the DA-1 zoning district shall be designed to provide a mix of uses within all major phases of the development that are integrated, interrelated and linked by pedestrian ways, bikeways, and/or other transportation systems. Development agreements shall, to the extent practical and consistent with applicable laws and regulations, include measures to encourage reduction of automobile use and promote alternative modes of transportation; to provide sustainable building design and land uses; to mitigate adverse environmental impacts; to promote conservation of non-renewable energy resources; to exceed minimally accepted practices; and to achieve visual continuity in the siting and scale of buildings. In the DA-1 zone, a development agreement covering land may provide for standards and regulations that are

different from those which would otherwise be applicable under the LUMO. Except as specifically provided otherwise by the terms of any approved development agreement, the regulations found in this Appendix applicable in the R-1 zoning district shall apply.

Specifically, a development agreement in this district shall at a minimum address the following:

1. Plan consistency. The proposed development shall be generally consistent with the long range development plan for the district submitted by the owner. The development shall be generally consistent with the adopted comprehensive plan for the Town.
2. Transportation. Proposed development shall be accompanied by reasonable measures to mitigate transportation impacts that are caused by the development. Proposed development shall address parking, transit, traffic, road, greenway, bikeway, and pedestrian access.
3. Fiscal impact. Proposed development shall be accompanied by reasonable measures to mitigate any adverse fiscal impacts for the Town; provided that, pursuant to GS 160A-400.20(b), the Town may not impose any tax or fee not authorized by otherwise applicable law.
4. Housing. Proposed development shall be accompanied at appropriate times by on-site housing to mitigate the impacts that are caused by the development. A range of housing availability and price levels shall be shall be provided within each major phase and area of the proposed development.
5. Noise and lighting. Noise and lighting levels from proposed development shall not exceed those allowed by Town ordinances or the provisions of the development agreement, whichever are more stringent. In cases where property frontage is along a US highway, lighting standards may be governed by North Carolina Department of Transportation standards in the event they are less stringent than the Town ordinance.
6. Environment. Proposed development shall seek to minimize impacts on natural site features and shall be accompanied by reasonable measures to mitigate those impacts. Proposed development shall address preservation of open land and natural areas, management of stormwater quality and quantity, energy generation and use, preservation of solar access, solar orientation of buildings, air quality, sustainable water and wastewater management, protection of stream buffers, soil erosion and sedimentation control, landscape and vegetation protection.
7. Public utilities and services. Proposed development shall assure that there are adequate public utilities and services and shall be accompanied by reasonable measures to assure the availability of such services concurrent with the creation of the need for the services. There shall be a general demonstration that police, fire, emergency, water, sewer, school, recreation, and other necessary utilities and public services will be available to accommodate the proposed development.

The development agreement shall provide for regular monitoring, reporting, and evaluation of the effectiveness of the development standards.

(i) Amendments and modifications to development agreements

A development agreement may be amended or canceled by mutual consent of the parties to the agreement or by their successors in interest.

Either party may propose a major amendment or minor modification to any Town Council-approved development agreement. Upon receipt of a proposed adjustment, the Town Manager shall consider the following criteria in making the determination as to whether a proposed adjustment is a major amendment or a minor modification to a development agreement:

1. A substantial change in the boundaries of the development agreement shall constitute a major amendment. Any single proposed increase or decrease in the area of land subject to the development agreement approved by the Town Council of more than 5% shall be considered substantial. A cumulative increase of 15% or more in the land area subject to the development agreement shall be considered substantial.
2. A substantial change in the floor area or number of parking spaces shall constitute a major amendment. Any single proposed increase or decrease in new floor area or number of parking spaces of more than a 5% in a development agreement approved by the Town Council shall be considered substantial. A cumulative increase of 15% or more in the floor area or number of parking spaces subject to the development agreement shall be considered substantial. Provided, under no circumstances shall a change in floor area of less than 1,000 sq. ft. or fewer than ten parking spaces be deemed either a major amendment or minor modification and such changes shall be reported by the applicant to the Town Manager.
3. Changes that would substantially affect pedestrian, bicycle, or vehicular access or circulation beyond the boundaries of the development agreement shall constitute a major amendment.
4. Substantial change in the amount or location of open space within the boundaries of a development agreement shall constitute a major amendment. Any single change that increases or decreases the amount of open space by more than 5% shall be considered substantial. A cumulative increase or decrease in the amount of open space by 15% or more or a substantial change in the location of designated open space shall be considered substantial.

Notwithstanding the above, some proposed changes to a Town Council-approved development agreement that do not meet the threshold to constitute a major amendment may in the judgment of the Town Manager, because of size, perimeter location or transportation impacts, merit public review. In the event the Manager makes such a determination he/she may submit the proposed minor modification at a Town Council meeting to allow an opportunity for Council review and public comment. Unless the other party to the development agreement agrees otherwise, such a review shall not extend the time period allowed for a decision by the Manager on the minor modification or convert the change from a minor modification into a major amendment.

All proposed adjustments to a Town Council-approved development agreement shall be publicly posted in such a manner that the public will have the opportunity to express any concerns to the Town Council and/or the Town Manager. The Town Manager shall determine whether a proposed adjustment to a Town Council-approved development agreement is a major amendment or a minor modification within fifteen (15) working days of receipt of a proposed adjustment and shall promptly notify the Town Council and applicant of that determination. If

the proposed action is determined to be a major amendment, the Town Manager shall require the filing of an application for approval of the amendment, following procedures outlined in Section 3.5.6(k) of this Appendix.

In the event State or federal law is changed after a development agreement has been entered into and the change prevents or precludes compliance with one or more provisions of the development agreement, the Town Council may modify the affected provisions, upon a finding that the change in State or federal law has a fundamental effect on the development agreement. In so doing, the procedures set forth for original approval of the development agreement shall be followed.

Except for grounds specified in G.S. 160A-385.1(e), the Town shall not apply subsequently adopted ordinances or development policies to the development that is subject to the approved development agreement.

(j) Procedure for review of development agreements, amendments, and modifications

(1) Application submittal requirements. Applications for approval of a development agreement, a major amendment to a previously approved development agreement, and a minor modification to a previously approved development agreement within a DA-1 zoning district shall be submitted to the Town Manager. The Town Manager shall prescribe the form(s) of applications as well as any other material as the Town Manager may reasonably require to determine compliance with this section.

(2) Process for review.

A. Informal consultation. Prior to submission of a proposed development agreement or a major amendment to a previously approved development agreement within this district, the applicant shall consult with the Town Manager and Town Council regarding the proposed development. The applicant is encouraged to engage in active discussion and collaboration with the Town staff, Town Council, Town advisory boards, neighbors, and the community in the preparation of a proposed development agreement or amendment and plans for development.

B. Draft agreement. A draft development agreement and long-range development plan for the activity to be addressed in the development agreement shall be submitted to the Town Manager prior to the submission of a formal development agreement. The Manager and applicant shall present the draft agreement to the Planning Commission, such other advisory boards as deemed appropriate by the Town Council, and the Town Council for review and comment. The Manager and applicant also shall present the draft agreement in informal public information sessions for public review and comment.

C. Initial development agreement. Applications for approval of an initial development agreement within this zone shall be processed concurrently with the petition for rezoning to the DA-1 district. The public hearing on the initial development agreement shall be noticed and held concurrently with the hearing on the proposed rezoning. Notice of the public hearing before the Town Council on the proposed development agreement shall follow the same notice requirements as are applicable for hearings on proposed zoning atlas amendments. The public notice shall include the location of the property covered by the proposed development agreement, the development uses proposed on the property, and how a copy of the proposed development agreement may be obtained or reviewed. The Town Council shall take action on an application for an initial development agreement within this zone concurrently with action on the application for rezoning to this district. The initial

development agreement may be applicable to all or part of the land within the district, provided the initial development agreement must be applicable to no less than twenty-five (25) developable acres.

D. Subsequent development agreements and major amendments. Subsequent new development agreements within this zoning district and major amendments of a previously approved development agreement shall be considered using the following process:

1. Upon receipt of an application for approval, the Town Manager shall review the proposal for completeness. The Town Manager shall determine within fifteen (15) working days whether the application is complete and shall promptly notify the Town Council and applicant of that determination. If the application is determined to be incomplete, a notice of the deficiencies in the mandatory items to be included in a proposed agreement or major amendment shall be provided to the applicant with the notice of the Town Manager's determination. If the application is determined to be complete, the Town Manager shall notify the applicant of that determination and shall prepare a report on the proposed agreement or major amendment.

2. The Town Manager shall submit a complete proposed agreement or major amendment and the Town Manager's report to the Planning Commission for review and comment. The Planning Commission shall review the application and the Town Manager's report and shall submit to the Town Council a written recommendation regarding the proposed agreement or amendment. The Planning Commission shall submit its recommendation within thirty-five (35) calendar days of the meeting at which the Town Manager's report is submitted to it or within such further time consented to in writing by the applicant or by Town Council resolution. If the Planning Commission fails to prepare its recommendation to the Town Council within this time limit, or extensions thereof, the Town Council may consider the proposed agreement without a comment or recommendation from the Planning Commission.

3. The Town Council shall hold a public hearing on a proposed subsequent development agreement or major amendment to a previously approved development agreement. Notice of the date, time, and place of the public hearing before the Town Council shall follow the same published, mailed, and posted notice requirements as are applicable for hearings on proposed zoning atlas amendments. The public notice shall include the location of the property covered by the proposed development agreement, the development uses proposed on the property, and the place a copy of the proposed development agreement may be obtained or reviewed.

4. The Town Council shall make a decision on a proposed subsequent development agreement or major amendment to a previously approved development agreement within one hundred twenty (120) calendar days of the date of the Town Manager's determination that a complete application was submitted or such further time as mutually agreed to by the applicant and the Town.

E. Minor modifications to a previously approved development agreement may be approved by the Town Manager as long as such changes continue to be in substantial compliance with the approving action of the Town Council and all other applicable requirements and result in a configuration of buildings/development that is generally consistent with the Town Council-approved development agreement. The Town Manager shall make a decision on the proposed minor amendment within one hundred twenty

(120) calendar days of the date of the Town Manager's determination that a complete application was submitted or such further time as mutually agreed to by the applicant and the Town. The Town Manager shall not have the authority to approve changes that constitute a major amendment of a Town Council-development agreement.

F. The time periods referenced in this subsection shall not run during any period in which the applications for subsequent development agreements or major amendment to a previously approved development agreement have been returned to the applicant for substantial modification or analysis. The time periods set forth in this subsection may also be modified by mutual consent of the applicant and the Town Council.

(k) Actions after decision on a development agreement

(1) Recording approval. If the application for approval of a development agreement or major amendment is approved or approved with conditions, the Town Manager shall execute the development agreement or amendment in accord with the action of the Town Council. The applicant shall then execute the development agreement or amendment and record the development agreement or amendment in the office of the applicable County Register of Deeds within fourteen (14) days after the Town enters into the development agreement. The burdens of the development agreement are binding upon, and the benefits of the agreement shall inure to, all successors in interest to the parties to the agreement.

(2) Individual site development permits. After an executed development agreement is recorded, the Town Manager may then accept applications for individual site development permits for specific buildings that the applicant proposes to build within the physical boundaries covered by the agreement. No construction work on any such building identified in the agreement may begin until a site development permit has been issued. The Town Manager shall prescribe the form(s) of applications as well as any other material the Town Manager may reasonably require to determine compliance with the agreement. The Town Manager shall approve or deny of the individual site development permit application within fifteen (15) working days of the Manager's determination that the individual site development plan application is complete. The Town Manager shall approve the application upon finding it is substantially consistent with and does not violate any term of the agreement and shall deny approval upon finding the application is not substantially consistent with or violates a term of the agreement. If the application is denied, the Town Manager shall specify the grounds for finding that it is inconsistent or in violation and refer the applicant to the Special Use Permit process described in Section 4.5 of this Appendix. Alternatively, the applicant may modify the site development permit application or apply for a major amendment to the development agreement. Provided, under no circumstances shall a change in floor area of less than 1,000 sq. ft. or fewer than ten parking spaces be deemed either a minor modification or major amendment of the development agreement nor require approval or modification of an individual site development permit; such changes shall be reported by the applicant to the Town Manager.

(3) Expiration, abandonment, revocation of development agreement. The term of any development agreement shall be set forth in the agreement and shall not exceed a term of twenty (20) years. The development agreement shall also contain specific provisions relative to default or termination of the agreement.

(4) Periodic review and amendment of the development agreement. The Town Manager shall at least every twelve (12) months conduct a review of the development agreement at which

time the applicant or its successors in interest must demonstrate good faith compliance with the terms of the development agreement. The Town Manager shall promptly report the results of this review to the Town Council. If, as a result of this periodic review, the Town Council finds and determines that the applicant or its successors in interest has committed a material breach of the terms or conditions of the agreement, the Town Manager shall serve notice in writing, within a reasonable time not to exceed thirty (30) working days after the periodic review, upon the applicant or its successors in interest setting forth with reasonable particularity the nature of the breach and the evidence supporting the finding and determination, and providing the applicant or their successors in interest a reasonable time in which to cure the material breach. If the applicant or its successors in interest fail to cure the material breach within the time given, then the Town Council unilaterally may terminate or modify the development agreement pursuant to G.S. 160A-400.27(c); provided, the notice of termination or modification may be appealed to the board of adjustment in the manner provided by G.S. 160A-388(b). Thereafter the applicant or its successors in interest may pursue any other rights and remedies available at law or in equity. If the Town Council elects to unilaterally modify the agreement, the applicant or its successors in interest may elect for the development agreement to be terminated rather than accede to the development agreement with the modifications unilaterally made by the Town Council."

SECTION II.

Table 3-7.1, Use Matrix, of the Chapel Hill Land Use Management Ordinance is hereby revised to add a new zoning district, DA-1, to read as follows:

Uses*	DA-1
Accessory use customarily incidental to a permitted principal or special use	A
Adult day care facility (See also Article 6 of this appendix)	P, A
Agriculture, Female Chickens	—
Agriculture, livestock	—
Agriculture, non-livestock	A
Automated teller machines (ATM) (Walk-up)	P
Automated teller machines (ATM) (Drive-up)	P
Automotive Repair	P, A
Automotive repair (less collision, service and painting)	P, A
Automotive, trailer, and farm implement sales or rental	P, A
Bank	P, A
Barber shop/beauty salon	P
Business—Convenience	P, A
Business—General	P, A
Business—Wholesale	A
Business, office-type	P, A

Uses*	DA-1
Car wash (See also Article 6 of this appendix)	—
Cemetery (See also Article 6 of this appendix)	P
Child day care facility (See also Article 6 of this appendix)	P, A
Clinic	P
Club	P, A
College or University	P
Drive-in window (See also Article 6 of this appendix)	P
Dwelling Units, Single Family	P
Dwelling units, single-family with accessory apartment	P
Dwelling units, duplex (See also Article 6 of this appendix)	P
Dwelling units, multifamily, 3 to 7 dwelling units	P
Dwelling units, multifamily, over 7 dwelling units	P
Essential services	P, A
Extraction of earth products (See also Article 6 of this appendix)	—
Fine arts educational institution (See also Article 6 of this appendix)	P
Flex space	A
Food Truck	A
Fraternity or sorority dwelling (See also Article 6 of this appendix)	P
Funeral home	P
Group care facility (See also Article 6 of this appendix)	P
Hangar, medical aircraft	—
Home occupation	A
Hospital	—
Hotel or motel	P
Kennel	—
Landfill (See also Article 6 of this appendix)	—
Maintenance/storage facility	—
Manufactured home park	—
Manufactured home, Class A	P
Manufactured home, Class B	—
Manufacturing, light	A
Outdoor skateboard ramp (See Article 6 of this	A

Uses*	DA-1
appendix)	
Park/ride (See also Article 6 of this appendix)	P, A
Parking, off-street	A
Personal services	P, A
Place of assembly, over 2,000 seating capacity (See also Article 6 of this appendix)	P
Place of assembly, up to 2,000 seating capacity	P, A
Place of worship (See Article 6 of this appendix)	P
Public cultural facility	P, A
Public service facility (See also Article 6 of this appendix)	P, A
Public use facility	P, A
Publishing and/or printing	P, A
Radio, television or wireless transmitting and/or receiving antenna (See also Article 6 of this appendix)	—
Radio, television or wireless transmitting and/or receiving antenna, accessory	A
Recreation facility: Commercial	P, A
Recreation facility: Non-profit	P
Recreation facility: Outdoor commercial	P
Research activities	P, A
Residence hall	—
Residential support facility	P
Rooming house	P
School, elementary or secondary	P
Service station/convenience store (See also Article 6 of this appendix)	P
Shelter	P
Solid waste management facility	—
Supply yard	—
Temporary portable building: Construction-related (See also Article 6 of this appendix)	A
Temporary portable building: Not construction-related	P
Tourist home	P
Veterinary hospital or clinic	P, A
Vocational school	P, A
Water and wastewater treatment plant	—

*Uses in this table are pursuant to a development agreement. If there is no development agreement governing the site, see Section 3.5.6(f)(1) and (2).

"P" In DA-1, OI-3, OI-4, and MH: Permitted as a principal use.

SECTION III.

This Ordinance shall be effective upon enactment and shall apply to applications for rezoning to DA-1 zoning submitted prior to and after enactment.

This the 8th day of June, 2015.

RESOLUTION A
(Denying the Land Use Management Text Amendment proposal)

A RESOLUTION DENYING A PROPOSAL FOR A LAND USE MANAGEMENT ORDINANCE TEXT AMENDMENT TO ESTABLISH A NEW DEVELOPMENT AGREEMENT-1 ZONING DISTRICT (2015-06-08/R-9)

WHEREAS, the Council of the Town of Chapel Hill has considered the Town-initiated proposal to amend the Land Use Management Ordinance to establish a new Development Agreement-1 zoning district and fails to find that the amendment:

a) corrects a manifest error in the chapter; or
b) is justified because of changed or changing conditions in the area of the rezoning site or the community in general; or
c) achieves the purposes of the Comprehensive Plan.

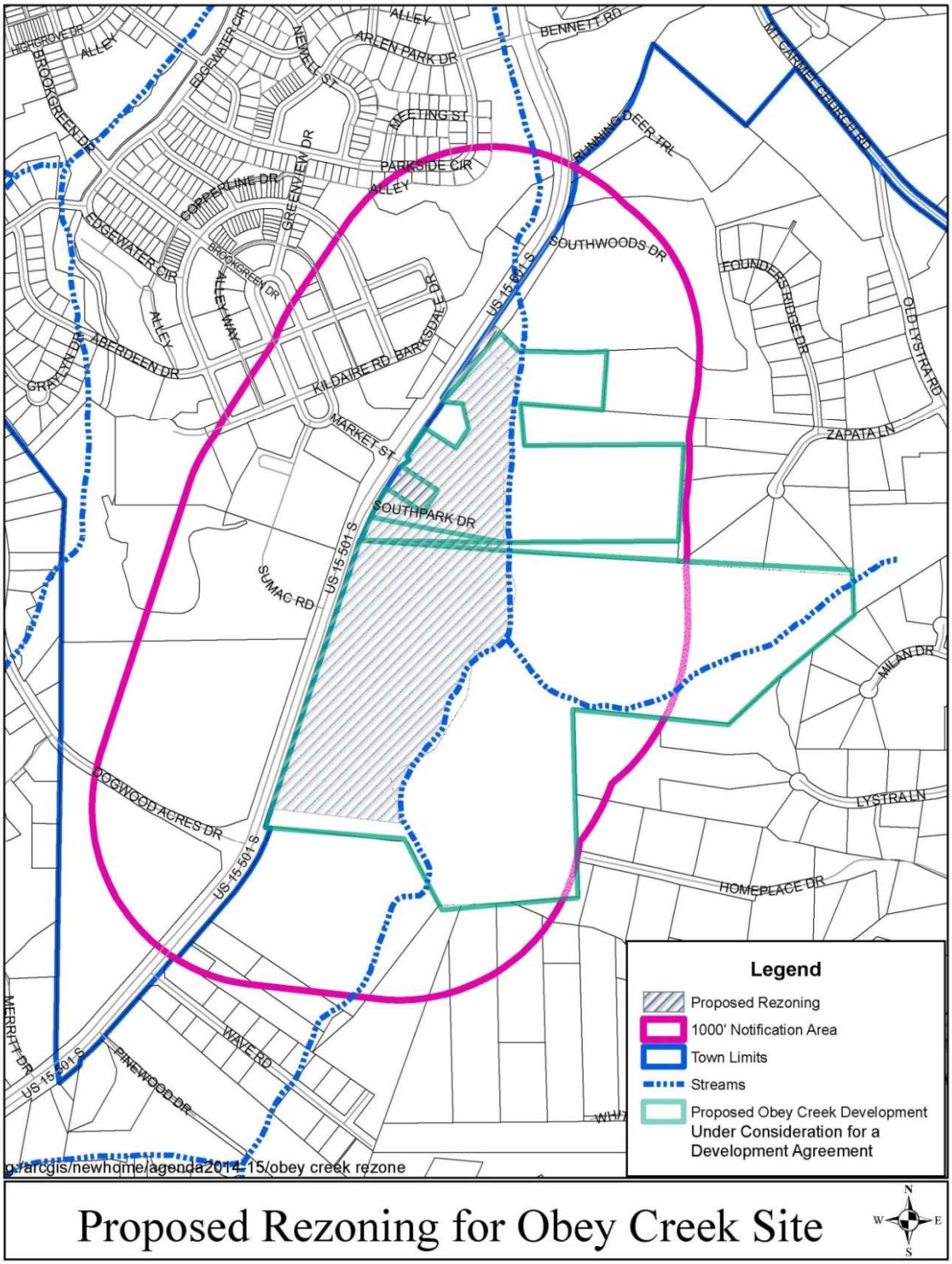
NOW, THEREFORE, BE IT RESOLVED by the Council of the Town of Chapel Hill that the Council hereby denies the Town-initiated proposal to amend the Land Use Management Ordinance to establish the Development Agreement-1 zoning district.

This the 8th day of June, 2015.

Map of the Proposed Obey Creek Development

Prepared by: Office of Planning and Sustainability, Town of Chapel Hill
Last revised: April 2015

The following map illustrates the proposed Obey Creek development in context of southern Chapel Hill.



PLANNING COMMISSION

The charge of the Planning Commission is to assist the Council in achieving the Town's Comprehensive Plan for orderly growth and development by analyzing, evaluating, and recommending responsible town policies, ordinances, and planning standards that manage land use and involving the community in long-range planning.

RECOMMENDATION
OBEY CREEK DEVELOPMENT PROPOSAL
TEXT AMENDMENT
May 5, 2015

Recommendation: Approved ■ Approval with Conditions □ Denied □

Motion: Travis Crayton moved and Michael Parker seconded a motion to recommend that the Council enact an ordinance to create the Development Agreement-1 (DA-1) zoning district.

Vote: **8-0**

Ayes: Neal Bench, Travis Crayton, Deborah Fulghieri, Melissa McCullough, Michael Parker, Amy Ryan, and Buffie Webber, Brian Wittmayer

Nays: None

Prepared by: Neal Bench, Chair, Planning Commission
Gene Poveromo, Staff

TOWN OF CHAPEL HILL
NORTH CAROLINA

MEMORANDUM

Meeting Date: 06/08/2015
AGENDA #15

TO: Roger L. Stancil, Town Manager

FROM: Mary Jane Nirdlinger, Planning and Sustainability
Gene Poveromo, Development Manager
John Richardson, Planning Manager for Sustainability
Megan Wooley Ousdahl, Community Sustainability Planner

SUBJECT: Consider Application for Zoning Atlas Amendment – To rezone a portion of the Obey Creek site to the Proposed Development Agreement-1 (DA-1) zoning district

Overview

- Tonight the Council continues the public hearing from May 18, 2015[1] to consider the proposed Zoning Atlas Amendment to rezone 44 acres of the Obey Creek site from zoned Residential Low Density-1 (R-LD1) and Neighborhood Commercial (NC) to the proposed Development Agreement-1 (DA-1) zoning district.
- The proposed rezoning to Development Agreement-1 zoning district would accommodate the proposed Obey Creek Development Agreement that is under consideration for the site.

Staff Recommendation

- That the Council adopt the Resolution of Consistency with the Comprehensive Plan for the requested rezoning and enact the Ordinance to rezone the 44-acre portion of the Obey Creek site from Residential Low Density-1 (R-LD1) and Neighborhood Commercial (NC) to Development Agreement-1 (DA-1).

Topic from the May 18, 2015 Public Hearing

- A question arose during the May 18, 2015 public hearing regarding the uses on the 44-acre portion of the Obey Creek site. Additional language is included in the Obey Creek Development Agreement that limits which uses are allowable on this portion of the site.

Explanation of the Rezoning

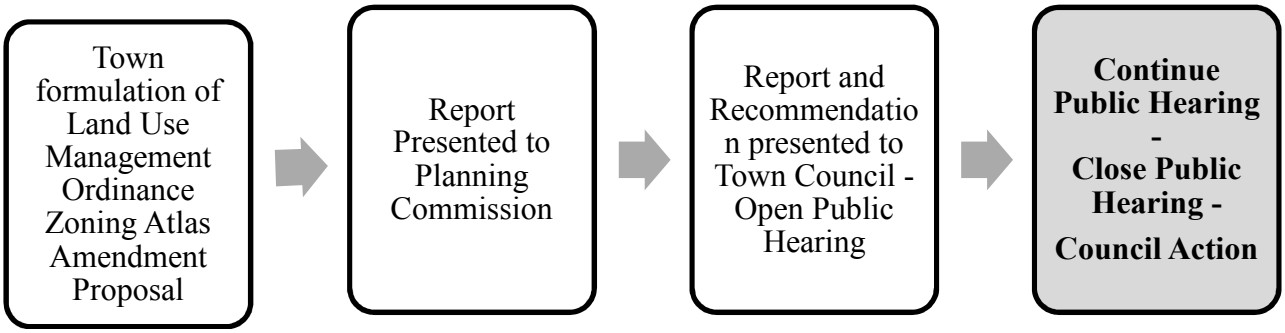
- The Council is currently in negotiations with the applicant (East West Partners) to draft a development agreement which, if approved, would govern and regulate development on the western 44-acre portion of the Obey Creek site. Obey Creek is a proposed mixed-use development located along US 15-501 South across from Southern Village; see Attachment 5 for a map.
- More information about the Obey Creek development agreement process can be found at www.townofchapelhill.org/obeycreek.

[1] http://chapelhillpublic.novusagenda.com/Bluesheet.aspx?itemid=3235&meetingid=341

- The 44-acre site is currently zoned Residential Low Density-1 (R-LD1) and Neighborhood Commercial (NC); these zoning districts do not allow for a development agreement to be applied in these zones. Rezoning this site is required in order to allow for the use of a development agreement.
- The applicant has submitted a Zoning Atlas Amendment application requesting that the area be rezoned to Development Agreement-1 (DA-1).
- If rezoned to the Development Agreement-1 (DA-1) district, this zoning would allow for the use of a development agreement and would provide a list of other uses permitted without a development agreement.
- This process is similar to the Carolina North development agreement process; in order for the Carolina North development agreement to be applied to the site, a text amendment, creating a new zoning district (University-1), was enacted as a first step.
- The new DA-1 zoning district has not yet been established and is the subject of a separate public hearing continued from May 18, 2015[2] which is also scheduled for tonight. Also scheduled for tonight is the continuation of the May 18, 2015[3] public hearing on the proposed Development Agreement for the entire Obey Creek site.

Process

- A proposed Zoning Atlas Amendment to the Land Use Management Ordinance requires the Town Manager to:
    1. Conduct an evaluation of the proposed zoning atlas amendment;
    2. Present a report to the Planning Commission;
    3. Notify property owners of the proposal;
    4. Hold a public hearing; and
    5. Present a report and recommendation to the Town Council.



Public Notice of the Proposed Rezoning

- On April 23, 2015, notice of the public hearing was sent to the property owners and owners of property within 1,000 feet of the properties proposed for rezoning.
- Notice of the proposed rezoning also was included in the Classifieds section of the Chapel Hill News on April 26, 2015 and May 3, 2015.

[2] http://chapelhillpublic.novusagenda.com/Bluesheet.aspx?itemid=3228&meetingid=341
[3] http://chapelhillpublic.novusagenda.com/Bluesheet.aspx?itemid=3240&meetingid=341

- Signage was posted at the site.
- Copies of the agenda materials for the proposed accompanying text amendment are available in the Communications and Public Affairs Department.
- See the attached Verification of Notice for Public Hearing Zoning Atlas Amendments.
- Documents are also available on the Town's website at the following link: www.townofchapelhill.org/obeycreek.

Protest Petition

- Opportunity for a protest petition to a proposed amendment to the Zoning Atlas is provided for under North Carolina Statutes.
- No valid and sufficient protest petitions were received

Analysis of the Proposal: Zoning Justification

- Zoning determines the type and intensity of uses and development that are allowed on a piece of land. A request for a Zoning Atlas Amendment for rezoning involves a change to the current zoning, and thus the permitted types and intensity of land uses.
- Article 4.4 of the Land Use Management Ordinance (Appendix A of the Town Code) establishes the intent of Zoning Amendments (include both atlas and text amendments to the Ordinance) by stating that:

  In order to establish and maintain sound, stable, and desirable development within the planning jurisdiction of the Town it is intended that this chapter shall not be amended except:

  a) to correct a manifest error in the chapter; or
  b) because of changed or changing conditions in a particular area or in the jurisdiction generally; or
  c) to achieve the purposes of the Comprehensive Plan.
- Article 4.4. further states: It is further intended that, if amended, this chapter be amended only as reasonably necessary to the promotion of the public health, safety, or general welfare, and in conformance with the Comprehensive Plan.

The following is a staff response to the three required considerations:

A) A rezoning is necessary to correct a manifest error.

Staff Comment: We do not believe that the current Low Density-1 (R-LD1) and Neighborhood Commercial (NC) zoning designations of the Obey Creek site west of US Highway 15-501 and east of Wilson Creek have been assigned in manifest error.

- Argument in Support: To date no arguments in support have been submitted.
- Argument in Opposition: To date no arguments in opposition have been submitted.

B) A rezoning is necessary because of changed or changing conditions in a particular area or in the jurisdiction generally.

- Argument in Support: The Council is currently engaged in a process to draft and consider the Obey Creek Development Agreement which may be applied to the Obey Creek site. The site under consideration currently has very limited to no development; if approved,

the Obey Creek Development Agreement would allow for development on approximately 44 acres of land on the west side of Wilson Creek.

Additionally, the Obey Creek site is located in Focus Area 6 identified in the Chapel Hill 2020 comprehensive plan and is proximal to the key US 15-501 transportation corridor, which the 2040 Durham-Chapel Hill-Carrboro Long Range Transportation Plan and the Chapel Hill Long Range Transit Plan (LRTP) identify as one of the six gateway corridors and a High Investment Corridor.

- Argument in Opposition: To date no arguments in opposition have been submitted.

C) A rezoning is necessary to achieve the purposes of the Comprehensive Plan.

- Argument in Support: We believe that rezoning the specified portion of the Obey Creek site is consistent with the Chapel Hill 2020 Comprehensive Plan.

  In addition to being designated as a focus area, the Chapel Hill 2020 Land Use Plan also identified this area as a potential school and/or an affordable housing site.

  During the Chapel Hill 2020 Comprehensive Planning process, a South 15-501 discussion group met and identified the following area-specific principles for the site proposed for rezoning:
  - This area should be like the Village Core.
  - Meet community needs with new development (mixed use) focused on commercial rather than residential.
  - Utilize clustered, compact development to maximize open space preservation.
  - Encourage clustered retail development including any new development toward the county line.

  We believe that the proposed zoning atlas amendment can be justified to achieve the following purposes of the goals and objectives from the Comprehensive Plan.

  The following are the themes from the Chapel Hill 2020 Comprehensive Plan, adopted June 25, 2012:

Conforms	No.	2020 Comprehensive Plan Themes
✓	1	A Place for Everyone
✓	2	Community Engagement and Prosperity
✓	3	Getting Around
✓	4	Good Places, New Spaces
✓	5	Nurturing Our Community
	6	Town and Gown Collaboration

Based on our preliminary review, we believe the Council could make the finding that the proposed rezoning is in compliance with the Comprehensive Plan and the Land Use Plan. Relevant goals and objectives in the Comprehensive Plan include, but are not limited to:

A Place for Everyone

- Family-friendly, accessible exterior and interior places throughout to the town for a variety of active uses (Goal PFE.1)
- A range of housing options for current and future residents (Goal PFE.3)
- A welcoming and friendly community that provides all people with access to opportunities (Goal PFE.4)

Community Prosperity and Engagement

- Balance and sustain finances by increasing revenue and decreasing expenses (Goal CPE.1)
- Promote a safe, vibrant, and connected (physical and person) community (Goal CPE.3)

Getting Around

- A well-conceived and planned, carefully thought-out, integrated, and balanced transportation system that recognizes the importance of automobiles, but encourages and facilitates the growth and use of other means of transportation such as bicycle, pedestrian, and public transportation options (Goal GA.1)
- A connected community that links neighborhoods, businesses, and schools through the provision of greenways, sidewalks, bike facilities, and public transportation (Goal GA.2)
- Make an adaptable transportation system to support both dense and suburban development (Goal GA.4)
- Create a comprehensive transportation system that provides everyone safe and reasonable access to all the community offers (Goal GA.5)

Good Places, New Spaces

- A range of neighborhood types that addresses residential, commercial, social, and cultural needs and uses while building and evolving Chapel Hill's character for residents, visitors, and students (Goal GPNS.5)
- Open and accessible common spaces for community gathering, cultural uses, and community development (Goal GPNS.7)
- Future land use, form, and density that strengthen the community, social equity, economic prosperity, and natural environment (Goal GPNS.8)

Nurturing Our Community

- Maintain and improve air quality and water quality, and manage stormwater to heal local waterways and conserve biological ecosystems within the town boundaries and the Extra Territorial Jurisdiction (Goal NOC.2)
- Protect, acquire, and maintain natural/undeveloped open spaces and historic sites in order to protect wildlife corridors, provide recreation, and ensure safe pedestrian and bicycle connections (Goal NOC.3)

- Argument in Opposition: To date no arguments in opposition have been submitted.

Planning Commission Recommendation

- We are anticipating that the Planning Commission will make a recommendation on this item during their June 2, 2015 meeting.

Attachments

- Resolution of Consistency
- Ordinance – Enacting the Rezoning
- Resolution – Denying the Rezoning
- Verification of Notice for Public Hearing
- Zoning Atlas Amendment Application

RESOLUTION OF CONSISTENCY

[Rezoning from Residential Low Density-1 (R-LD1) and Neighborhood Commercial (NC) to Development Agreement-1 (DA-1)]

A RESOLUTION REGARDING THE CHAPEL HILL ZONING ATLAS AMENDMENT FOR A PORTION OF THE OBEY CREEK SITE ON US HIGHWAY 15-501 AND CONSISTENCY WITH THE COMPREHENSIVE PLAN (PINS 9787-13-0667, 9787-24-1209, AND 9787-14-1770) (2015-06-08/R-10)

WHEREAS, the Council of the Town of Chapel Hill has considered the application from East West Partners Management Co., Inc. to amend the Zoning Atlas to rezone property described in the accompanying rezoning application from Residential Low Density-1 (R-LD1) and Neighborhood Commercial (NC) to Development Agreement-1 (DA-1) and finds that the amendment, if enacted, is in the public's interest and is warranted to achieve the purposes of the Comprehensive Plan, as explained by, but not limited to, the following goals of the Comprehensive Plan:

- Family-friendly, accessible exterior and interior places throughout to the town for a variety of active uses (Goal PFE.1)
- A range of housing options for current and future residents (Goal PFE.3)
- A welcoming and friendly community that provides all people with access to opportunities (Goal PFE.4)
- Balance and sustain finances by increasing revenue and decreasing expenses (Goal CPE.1)
- Promote a safe, vibrant, and connected (physical and person) community (Goal CPE.3)
- A well-conceived and planned, carefully thought-out, integrated, and balanced transportation system that recognizes the importance of automobiles, but encourages and facilitates the growth and use of other means of transportation such as bicycle, pedestrian, and public transportation options (Goal GA.1)
- A connected community that links neighborhoods, businesses, and schools through the provision of greenways, sidewalks, bike facilities, and public transportation (Goal GA.2)
- Make an adaptable transportation system to support both dense and suburban development (Goal GA.4)
- Create a comprehensive transportation system that provides everyone safe and reasonable access to all the community offers (Goal GA.5)
- A range of neighborhood types that addresses residential, commercial, social, and cultural needs and uses while building and evolving Chapel Hill's character for residents, visitors, and students (Goal GPNS.5)
- Open and accessible common spaces for community gathering, cultural uses, and community development (Goal GPNS.7)
- Future land use, form, and density that strengthen the community, social equity, economic prosperity, and natural environment (Goal GPNS.8)

- Maintain and improve air quality and water quality, and manage stormwater to heal local waterways and conserve biological ecosystems within the town boundaries and the Extra Territorial Jurisdiction (Goal NOC.2)
- Protect, acquire, and maintain natural/undeveloped open spaces and historic sites in order to protect wildlife corridors, provide recreation, and ensure safe pedestrian and bicycle connections (Goal NOC.3)

NOW, THEREFORE, BE IT RESOLVED by the Council of the Town of Chapel Hill that the Council hereby finds the proposed ordinance to be reasonable and consistent with the Town Comprehensive Plan.

This the 8th day of June, 2015.

ORDINANCE A
Rezoning from Residential-Low Density 1 (R-LD1) and Neighborhood Commercial (NC) to Development Agreement-1 (DA-1)

AN ORDINANCE AMENDING THE CHAPEL HILL ZONING ATLAS FOR A PORTION OF THE OBEY CREEK DEVELOPMENT (PINs 9787-13-0667, 9787-14-4852, 9787-24-1209, and 9787-14-1770) (2015-06-08/O-4)

WHEREAS, the Council of the Town of Chapel Hill has considered the application from East West Partners Management Co., Inc. to amend the Zoning Atlas to rezone the properties described below from Residential-Low Density 1 (R-LD1) and Neighborhood Commercial (NC) to Development Agreement-1 (DA-1) zoning district and finds that the amendment is warranted, in order to achieve purposes of the Comprehensive Plan including the major goal of developing good places and new spaces.

NOW, THEREFORE, BE IT ORDAINED by the Council of the Town of Chapel Hill that the Chapel Hill Zoning Atlas be amended as follows:

SECTION I

That the site, including approximately 43 acres and identified as now or formerly Orange County Parcel Identifier Numbers 9787-13-0667, 9787-14-4852, and 9787-24-1209 of which are currently zoned Residential-Low Density 1 (R-LD1) and located to the east of US Highway 15-501; to the west of Wilson Creek; and to the north of Wave Road, as shown on the Obey Creek Zoning Exhibit Sheet Z-3.0, are hereby rezoned to Development Agreement-1 (DA-1).

SECTION II

That the site, including approximately 0.85 acres and identified as now or formerly Orange County Parcel Identifier Number 9787-14-1770 of which is currently zoned Neighborhood Commercial (NC) and located to the east of US Highway 15-501; to the west of Wilson Creek; and to the north of Wave Road, as shown on the Obey Creek Zoning Exhibit Sheet Z-3.0, is hereby rezoned to Development Agreement-1 (DA-1).

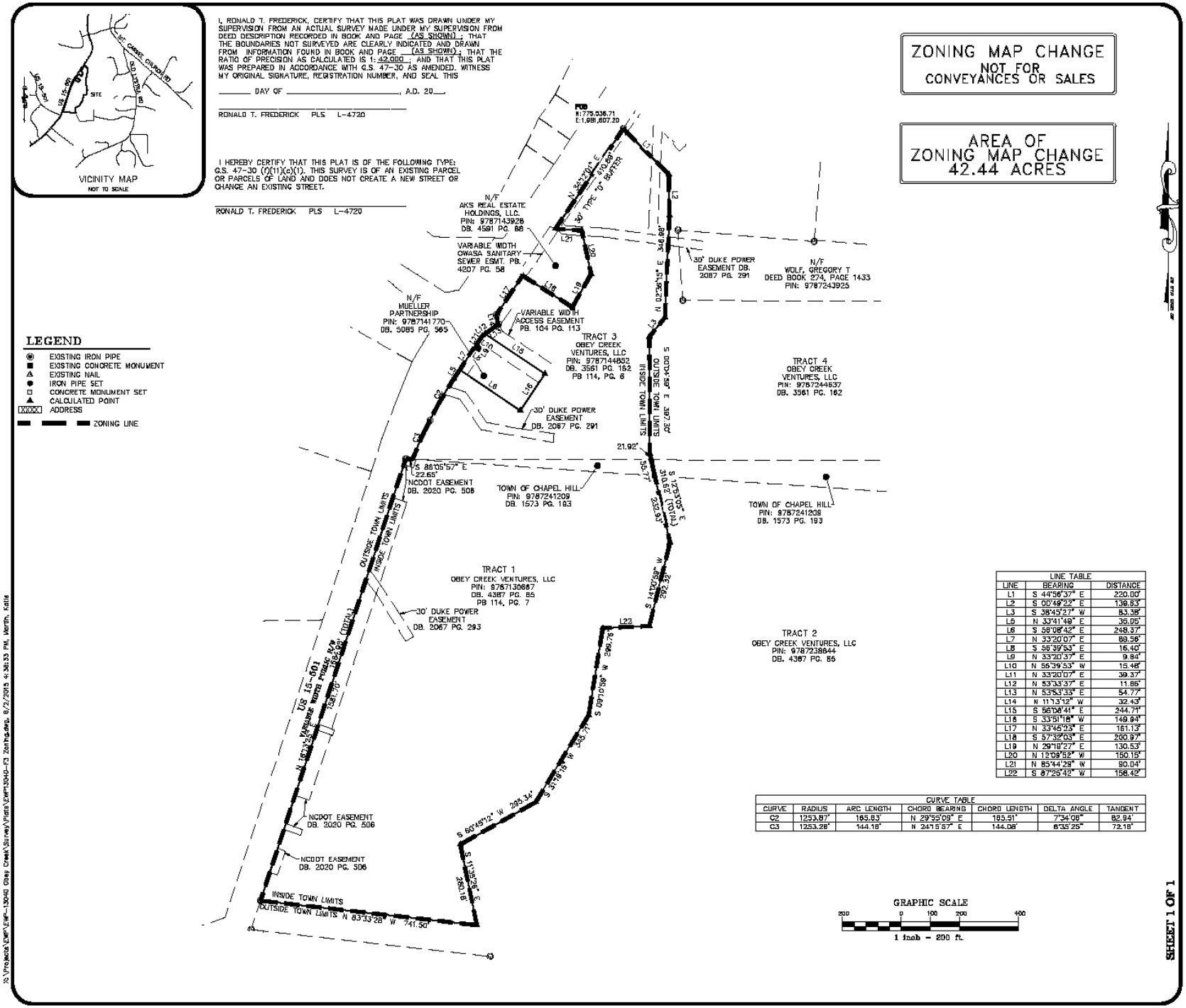
SECTION III

That all ordinances and portions of ordinances in conflict herewith are hereby repealed.

This the 8th day of June, 2015.

PROPOSED DA-1 ZONING DISTRICT LEGAL DESCRIPTION

Beginning at an iron pipe on the eastern right of way of US 15-501, having NC Grid coordinates N:**775,536.71**, **E:1,981,607.20**, the **Point of Beginning**; thence leaving said right of way South 44°56'37" East a distance of 220.00 feet to a point; thence South 00°49'22" East a distance of 139.63 feet to a point; thence South 02°36'15" West a distance of 346.98 feet to a point; thence South 38°45'27" West a distance of 83.38 feet to a point; thence South 00°04'59" East a distance of 397.30 feet to a point; thence South 12°53'05" East a distance of 310.62 feet to a point; thence South 14°00'59" West a distance of 292.32 feet to a point thence South 87°25'42" West a distance of 158.42 feet to a point; thence South 09°10'59" West a distance of 299.76 feet to a point; thence South 31°19'15" West a distance of 345.71 feet to a point; thence South 60°45'12" West a distance of 295.34 feet to a point; thence South 11°35'26" East a distance of 280.18 feet to a point; thence North 83°33'28" West a distance of 741.50 feet to an iron pipe on the right of way of US 15-501; thence with said right of way North 18°13'25" East a distance of 1581.78 feet to an iron pipe; thence South 86°05'57" East a distance of 22.65 feet to a right of way monument; thence with a curve to the right a radius of 1253.28 feet, an arc length of 144.16 feet, a chord bearing of North 24°15'57" East, and a distance of 144.08 feet to an iron pipe; thence with a curve to the right a radius of 1253.87 feet, an arc length of 165.63 feet, a chord bearing of North 29°55'09" East, and a distance of 165.51 feet to a point; thence North 33°41'49" East a distance of 35.05 feet to a point; thence North 33°20'07" East a distance of 89.56 feet to a monument; thence leaving said right of way South 56°39'53" East a distance of 16.40 feet to a monument; thence North 33°20'37" East a distance of 9.84 feet to a right of way monument; thence North 56°39'53" West a distance of 15.48 feet to a monument on the right of way of US 15-501; thence with said right of way North 33°20'07" East a distance of 39.37 feet to a point; thence North 53°33'37" East a distance of 11.86 feet to a point; thence North 53°53'33" East a distance of 54.77 feet to an iron pipe; thence North 11°13'12" West a distance of 32.43 feet to an iron pipe; thence North 33°45'23" East a distance of 161.13 feet to a point; thence leaving said right of way South 57°32'03" East a distance of 200.97 feet to a point; thence North 29°19'27" East a distance of 130.53 feet to a point; thence North 12°09'52" West a distance of 150.15 feet to a point; thence North 85°44'29" West a distance of 90.04 feet to a point on the right of way of US 15-501; thence with said right of way North 34°12'01" East a distance of 410.89 feet to the **Point of Beginning**, containing 42.44 acres.



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 44°56'37" E	220.00'
L2	S 00°49'22" E	138.83'
L3	S 38°45'27" W	83.38'
L5	N 33°41'49" E	36.05'
L6	S 68°08'42" E	248.37'
L7	N 33°20'07" E	89.56'
L8	S 56°39'53" E	16.40'
L9	N 33°20'37" E	9.84'
L10	N 56°39'53" W	15.48'
L11	N 33°20'07" E	39.37'
L12	N 53°33'37" E	11.86'
L13	N 53°53'33" E	54.77'
L14	N 11°13'12" W	32.43'
L15	S 56°08'41" E	244.71'
L16	S 33°51'18" W	149.94'
L17	N 33°45'23" E	161.13'
L18	S 57°32'03" E	200.97'
L19	N 29°18'27" E	130.53'
L20	N 12°09'52" W	150.15'
L21	N 85°44'29" W	90.04'
L22	S 87°26'42" W	158.42'

CURVE TABLE						
CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH	DELTA ANGLE	TANGENT
C2	1253.87'	165.83'	N 29°55'09" E	165.51'	7°34'08"	82.94'
C3	1253.28'	144.18'	N 24°15'57" E	144.08'	6°35'25"	72.18'

THE JOHN R. McADAMS COMPANY, INC.
2905 Meridian Parkway
Durham, North Carolina 27713
License No.: C-0293
(800) 733-5646 • McAdamsCo.com
McADAMS
REVISIONS:
1 ..
OBEY CREEK
ZONING EXHIBIT
CHAPEL HILL TOWNSHIP, ORANGE COUNTY, NORTH CAROLINA
ZONING EXHIBIT
PROJECT NO. EWP13040
FILENAME: EWP13040-F3
SURVEYED BY: RTF
DRAWN BY: KMM
SCALE: 1"=200'
DATE: 2015-03-03
Z-3.0
McADAMS
N:\Projects\EWP\EWP-13040 Obey Creek\Survey\Plats\EWP13040-F3 Zoning.dwg, 6/2/2015 4:36:33 PM, North, Katie

RESOLUTION A

[Denying Rezoning from Residential-Low Density 1 (R-LD1) and Neighborhood Commercial (NC) to Development Agreement-1 (DA-1)]

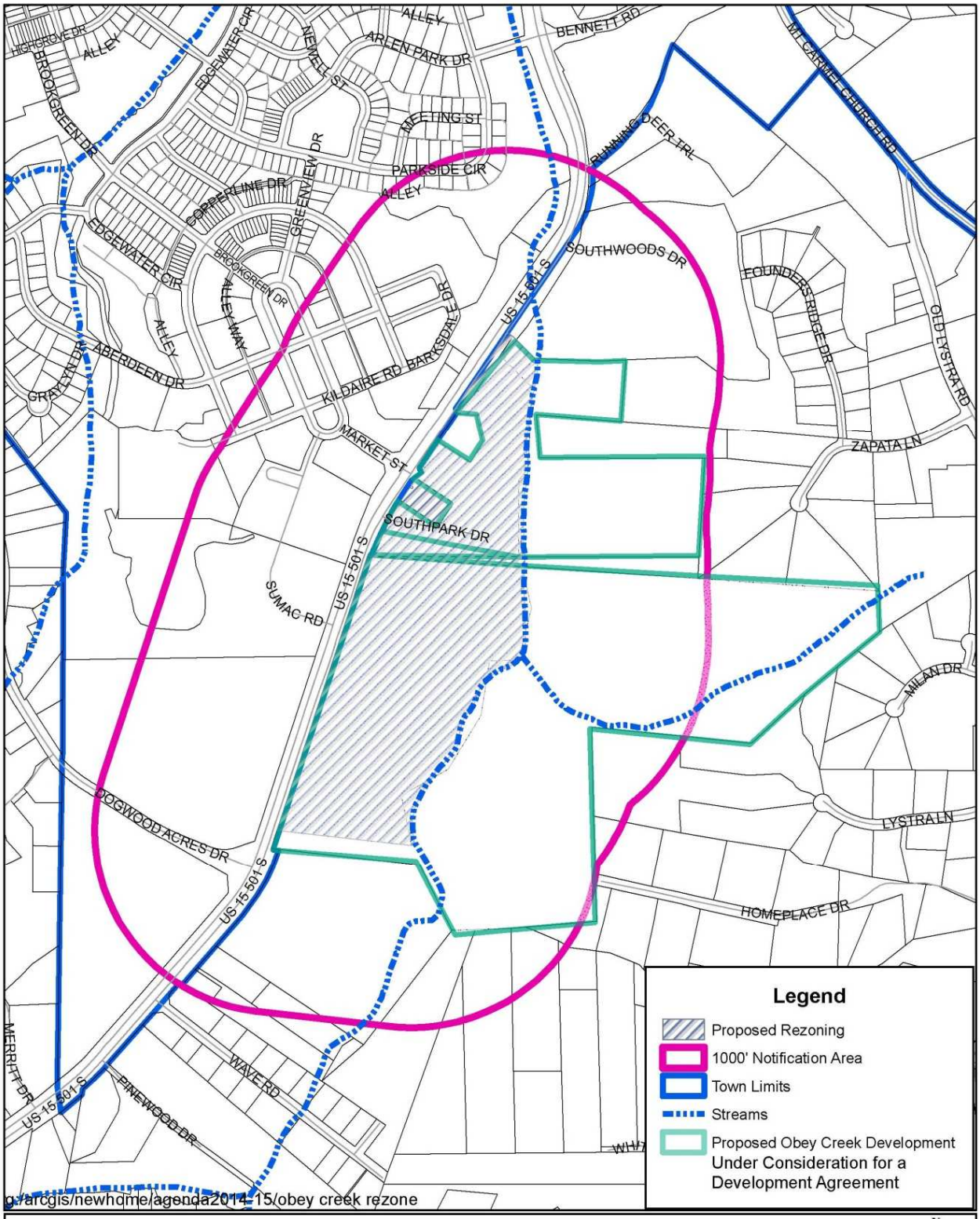
A RESOLUTION DENYING AN APPLICATION FOR A ZONING ATLAS AMENDMENT FOR A PORTION OF THE OBEY CREEK DEVELOPMENT (PINS 9787-13-0667, 9787-14-4852, 9787-24-1209, and 9787-14-1770) (2015-06-08/R-11)

WHEREAS, the Council of the Town of Chapel Hill has considered the application for a portion of the Obey Creek development on US Highway 15-501 to amend the Zoning Atlas to rezone property described below from Residential-Low Density 1 (R-LD1) and Neighborhood Commercial (NC) to Development Agreement-1 (DA-1) and fails to find that the amendment:

a) corrects a manifest error in the chapter; or
b) is justified because of changed or changing conditions in the area of the rezoning site or the community in general; or
c) achieves the purposes of the Comprehensive Plan.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Town of Chapel Hill that the Council hereby denies the application of the Obey Creek development on US Highway 15-501, to amend the Zoning Atlas to rezone a portion of the property identified now or formerly Orange County Parcel Identifier Numbers 9787-13-0667, 9787-14-4852, 9787-24-1209, and 9787-14-1770 that is currently zoned Residential-Low Density 1 (R-LD1) and Neighborhood Commercial (NC) and located on US Highway 15-501, and shall not be rezoned to Development Agreement-1. The description of the entire property is indicated on the attached map.

This the 8th day of June, 2015.



Proposed Rezoning for Obey Creek Site

Verification of Notice For
Public Hearing
ZONING ATLAS AMENDMENTS

Date: May 18, 2015

Mailed Notice Verification

I, Megan Wooley, hereby certify that on April 24, 2015, in compliance with State statutes, a notice of the proposed rezoning identified as Obey Creek Zoning Atlas Amendment was sent by first-class mail, postage pre-paid, to all owners of property abutting the property proposed to be rezoned. The list of owners and addresses was prepared from Orange County tax records.

Certified:

Megan Wooley
Planner

Posted Sign Verification

I, Megan Wooley, hereby certify that on May 7, 2015, in compliance with State statutes, three notice signs of the proposed rezoning identified as Obey Creek Zoning Atlas Amendment were posted in the area of the proposed rezoning.

Certified:

Megan Wooley
Planner

Newspaper Notice Verification

I, Catherine Lazorko, hereby certify that notice of the date, time and place of the public hearing for the proposed rezoning was published in a newspaper of general circulation in the planning jurisdiction once a week for two (2) consecutive weeks, with the first notice published not less than ten (10) nor more than twenty-five (25) days prior to the date of the public hearing.

Certified:

C Lazorko

~~Public Information Officer~~
Communications Manager

ZONING ATLAS AMENDMENT APPLICATION

TOWN OF CHAPEL HILL
Planning Department
405 Martin Luther King Jr. Blvd
phone (919) 968-2728 *fax* (919) 969-2014
www.townofchapelhill.org

Parcel Identifier Number (PIN): 9787130667, 9787144852 (Obey Creek Ventures) 9787241209 (Town of Chapel Hill), 9787141770 (Mueller Partnership) Date: March 3, 2015

Section A: Project Information

Project Name: Obey Creek

Property Address: Hwy. 15/501 Chapel Hill, NC Zip Code: 27517

Use Groups (A, B, and/or C): A, B, C Existing Zoning District: R-LD 1 & NC

Project Description: Mixed-Use Development under consideration for a Development Agreement
Zoning District DA-1 requested

Section B: Applicant, Owner and/or Contract Purchaser Information

Applicant Information (to whom correspondence will be mailed)

Name: Ben Perry c/o East West Partners Management Co., Inc.

Address: 1450 Environ Way NC

City: Chapel Hill State: NC Zip Code: 27517

Phone: 919-929-0660 Email: bperry@ewp-nc.com

The undersigned applicant hereby certifies that, to the best of his knowledge and belief, all information supplied with this application is true and accurate.

Signature: [signature] Date: 3/2/15

Owner/Contract Purchaser Information:

☒ **Owner** ☒ **Contract Purchaser**

Name: Obey Creek Ventures, LLC

Address: 1 Olympic Place, Suite 1210

City: Towson State: MD Zip Code: 21204

Phone: 410-427-6700 Email: cwattles@cavesvalleypartners.com

The undersigned applicant hereby certifies that, to the best of his knowledge and belief, all information supplied with this application is true and accurate.

Signature: [signature] Date: 3/2/15

Revised 02.04.14

Parcel Identifier Number (PIN): 9787130667 (Obey Creek Ventures) 9787144852 (Obey Creek Ventures) 9787241209 (Town of Chapel Hill) 9787141770 (Mueller Partnership)

ZONING ATLAS AMENDMENT APPLICATION
SUBMITTAL REQUIREMENTS
TOWN OF CHAPEL HILL
Planning Department

The following must accompany your application. Failure to do so will result in your application being considered incomplete. For assistance with this application, please contact the Chapel Hill Planning Department (Planning) at (919)968-2728 or at planning@townofchapelhill.org. For detailed information, please refer to the Description of Detailed Information handout.

X	**Application fee** (refer to fee schedule)	Amount Paid $ 3,719.00
X	**Pre-Application Meeting – with appropriate staff**	
X	**Digital Files** - provide digital files of all plans and documents	
X	**Mailing list of owners of property within 1,000 feet perimeter of subject property** (see GIS notification tool)	
X	**Mailing fee for above mailing list**	Amount Paid $ 110.11
X	**Written Narrative describing the proposal**	143 ENTRIES X $0.77
X	**Statement of Justification**	
X	**Digital photos of site and surrounding properties**	
X	**Legal description of property to be rezoned**	
n/a	**Phasing Plan (if applicable) indicating phasing boundaries and phasing notes**	
x	**Reduced Site Plan Set (reduced to 8.5"x11")**	

Plan Sets (10 copies to be submitted no larger than 24”x36”)

Plans should be legible and clearly drawn. All plan sets sheets should include the following:

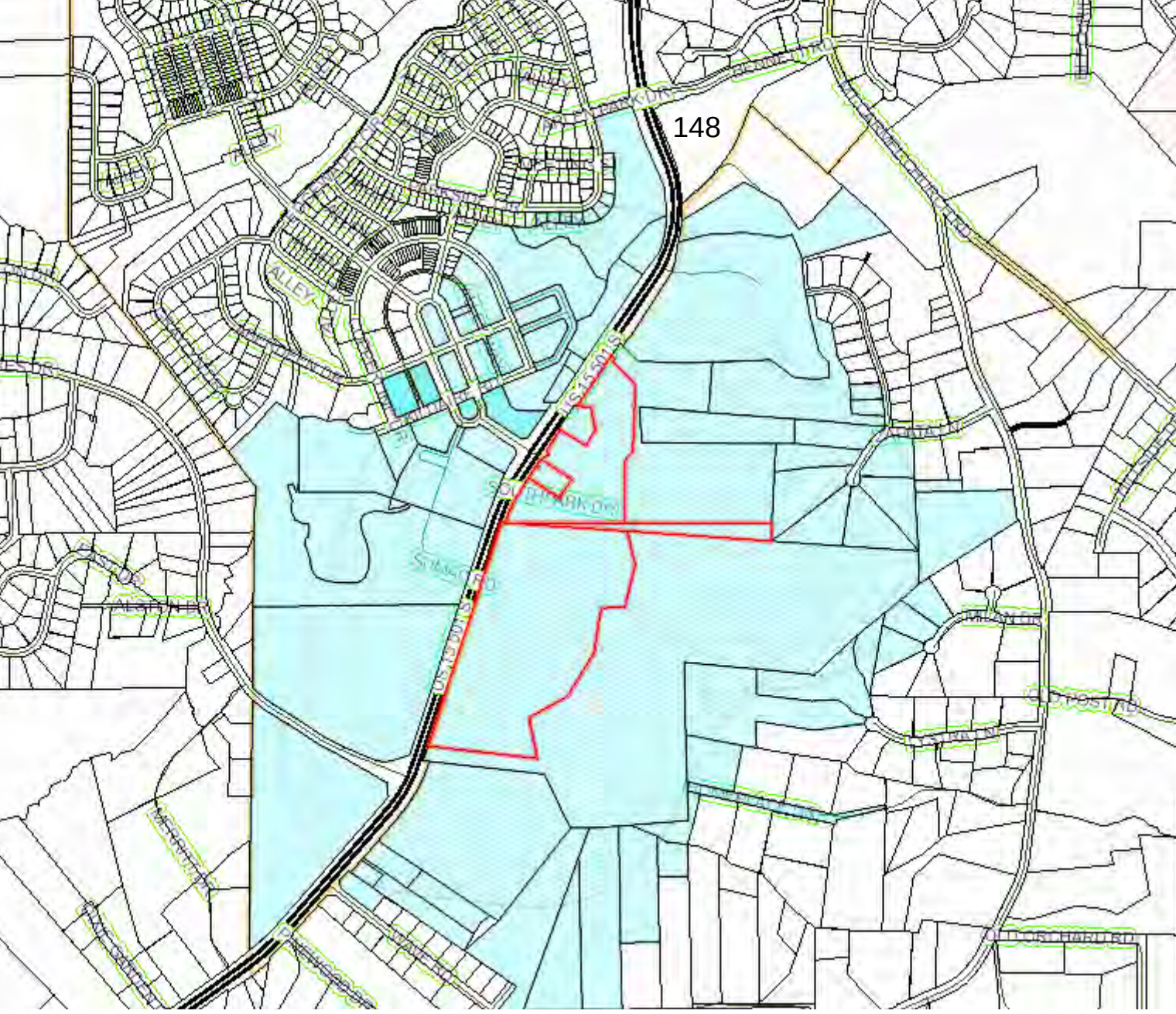
- Project Name
- Legend
- Labels
- North Arrow (North oriented toward top of page)
- Property Boundaries with bearing and distances
- Scale (Engineering), denoted graphically and numerically
- Setbacks
- Streams, RCD Boundary, Jordan Riparian Buffer Boundary, Floodplain, and Wetlands Boundary, where applicable

Area Map

a) Project name, applicant, contact information, location, PIN, & legend
b) Dedicated open space, parks, greenways
c) Overlay Districts, if applicable
d) Property lines, zoning district boundaries, land uses, project names of site and surrounding properties, significant buildings, corporate limit lines
e) 1,000 foot notification boundary

Revised 02.04.14

Parcel Identifier Number (PIN): 9787130667 (Obey Creek Ventures)
9787144852 (Obey Creek Ventures)
9787241209 (Town of Chapel Hill)
9787141770 (Mueller Partnership)


148
US 15-501 S
SOUTH PARK DR
OLD POST RD
OLD ORCHARD RD

Obey Creek

Zoning Text Amendment

March 11, 2015



Vicinity Map

DEVELOPER & APPLICANT:
East West Partners Mangement Co. Inc.
1450 Environ Way
Chapel Hill, NC 27517
Contact: Ben Perry
(919) 929-0660
bperry@ewp-nc.com

Sheet Index

Z-0.0 Cover Sheet
Z-1.0 Area Map
Z-2.0 Photos of Surrounding Properties
Z-3.0 Zoning Exhibit

SCOTT MURRAY LAND PLANNING, INC.
Principal Office:
1450 Environ Way
Chapel Hill, NC 27517
Virginia Office:
274 Botetourt Court
Boydton, Virginia 23917
252.213.9501
stmlandplan.com
Landscape Architecture | Environmental Design | Project Management

Developer:

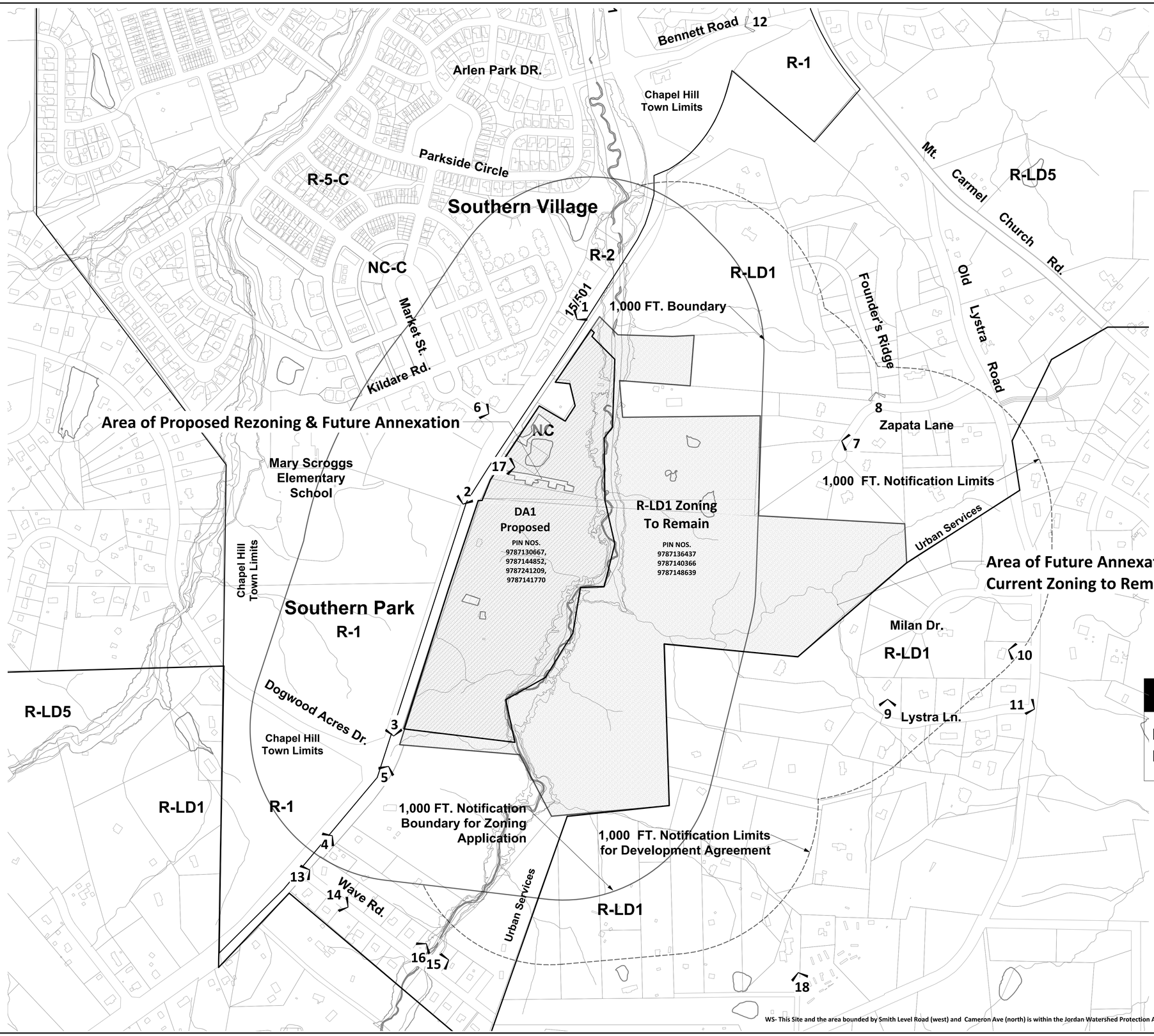
east west partners
1450 Environ Way
Chapel Hill, NC 27517

Obey Creek
Chapel Hill, North Carolina

149

Engineering and Stormwater Consultant:
McAdams
P.O. Box 14005
Research Triangle Park
NC 27709
2905 Meridian Parkway
Durham, NC 27713

Z-0.0



WS- This Site and the area bounded by Smith Level Road (west) and Cameron Ave (north) is within the Jordan Watershed Protection Area.

SCOTT MURRAY
LAND PLANNING, INC.

Principal Office:
1450 Environ Way
Chapel Hill, NC 27517

Virginia Office:
274 Botetourt Court
Boydton, Virginia 23917

252.213.9501
stmlandplan.com

Landscape Architecture | Environmental Design | Project Management

Developer:

east west partners

1450 Environ Way
Chapel Hill, NC 27517

Obey Creek

Chapel Hill, North Carolina

Area Map

Engineering and Stormwater Consultant:

McAdams

P.O. Box 14005
Research Triangle Park
NC 27709

2905 Meridian Parkway
Durham, NC 27713

150

No.	Date:	Issue Notes:

Design Firm:

Scott Murray Land Planning, Inc.
1450 Environ Way Chapel Hill, NC 27517
252-213-9501 434-689-2925 (fax)
www. stmlandplan.com
smurray@stmlandplan.com

CAD File:

Scale: AS SHOWN

Date:

Drawn By: STM

Drawing No.: na

Z-1.0

of



1 - Looking South on 15/501
Towards Southern Village
Village Entrance



2 - Looking South Towards Dogwood Acres Dr.
Intersection
South Park Athletic Field on Right



9 - Home Along Lystra Lane Looking North



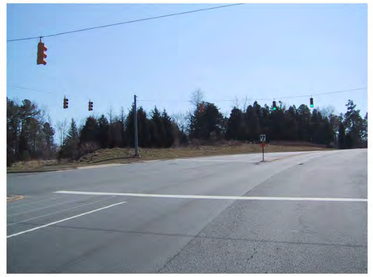
10 - Merrit School On Old Lystra Rd.
Looking West



18 - White Rock Church Off Old Lystra Rd.



16 - Wilson Creek Looking
North From Wave Rd.



3 - Looking South Through Dogwood Acres Dr.
Intersection
Jaynes Property on Left



4 - Looking North Through
Dogwood Acres Dr. Intersection



11 - Old Sparrow Farm On Old Lystra Rd.



12 - Looking West Along Bennett Rd. Towards Southern
Village North Entrance



5 - Looking North
Through Dogwood Acres Dr. Intersection - South Park
Athletic Field On Left



6 - Looking East Through 15/501
From Southern Village Village
Entrance



13 - Home At Intersection of
15/501 and Wave Rd.



14 - Looking East Down Wave Rd.



7 - Homes Along Zapata Lane
Looking West



8 - Homes Along Founders Ridge Looking North



15 - Wilson Creek from Existing Crossing



17 - Home Across From Intersection Of
Southern Village
Village Entrance Looking West

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Chapel Hill, NC 27517

Obey Creek

Chapel Hill, North Carolina

Photos of Surrounding Property

Engineering and Stormwater Consultant:

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Durham, NC 27713

151

No.	Date:	Issue Notes:

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CAD File:

Scale: AS SHOWN

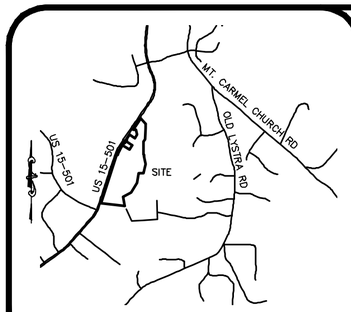
Date:

Drawn By: STM

Drawing No.: na

Z-2.0

of



VICINITY MAP
NOT TO SCALE

I, RONALD T. FREDERICK, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION FROM DEED DESCRIPTION RECORDED IN BOOK AND PAGE (AS SHOWN) ; THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AND DRAWN FROM INFORMATION FOUND IN BOOK AND PAGE (AS SHOWN) ; THAT THE RATIO OF PRECISION AS CALCULATED IS 1: 42,000 ; AND THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER, AND SEAL THIS

_____ DAY OF _____, A.D. 20__.

_____
RONALD T. FREDERICK PLS L-4720

I HEREBY CERTIFY THAT THIS PLAT IS OF THE FOLLOWING TYPE: G.S. 47-30 (f)(11)(c)(1). THIS SURVEY IS OF AN EXISTING PARCEL OR PARCELS OF LAND AND DOES NOT CREATE A NEW STREET OR CHANGE AN EXISTING STREET.

_____
RONALD T. FREDERICK PLS L-4720

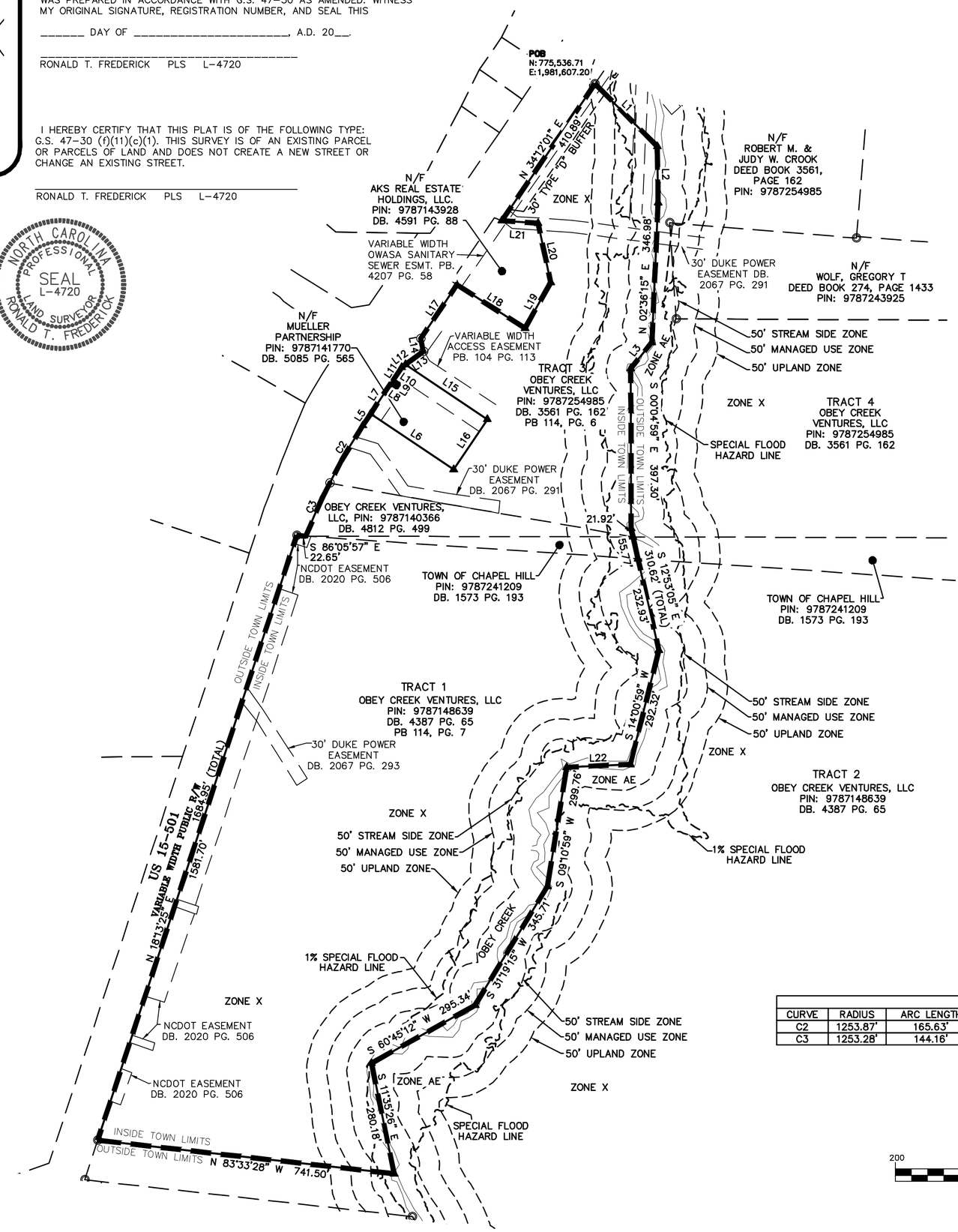
NORTH CAROLINA PROFESSIONAL SEAL L-4720 LAND SURVEYOR RONALD T. FREDERICK

LEGEND

- EXISTING IRON PIPE
- EXISTING CONCRETE MONUMENT
- EXISTING NAIL
- IRON PIPE SET
- CONCRETE MONUMENT SET
- CALCULATED POINT
- XXXX ADDRESS
- ZONING LINE

ZONING MAP CHANGE
NOT FOR
CONVEYANCES OR SALES

AREA OF
ZONING MAP CHANGE
42.44 ACRES



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 44°56'37" E	220.00'
L2	S 00°49'22" E	139.63'
L3	S 38°45'27" W	83.38'
L5	N 33°41'49" E	35.05'
L6	S 56°08'42" E	248.37'
L7	N 33°20'07" E	89.56'
L8	S 56°39'53" E	16.40'
L9	N 33°20'37" E	9.84'
L10	N 56°39'53" W	15.48'
L11	N 33°20'07" E	39.37'
L12	N 53°33'37" E	11.86'
L13	N 53°53'33" E	54.77'
L14	N 11°13'12" W	32.43'
L15	S 56°08'41" E	244.71'
L16	S 33°51'18" W	149.94'
L17	N 33°45'23" E	161.13'
L18	S 57°32'03" E	200.97'
L19	N 29°19'27" E	130.53'
L20	N 12°09'52" W	150.15'
L21	N 85°44'29" W	90.04'
L22	S 87°25'42" W	158.42'

CURVE TABLE						
CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH	DELTA ANGLE	TANGENT
C2	1253.87'	165.63'	N 29°55'09" E	165.51'	7°34'06"	82.94'
C3	1253.28'	144.16'	N 24°15'57" E	144.08'	6°35'25"	72.16'

GRAPHIC SCALE
200 0 100 200 400
1 inch = 200 ft.

NC GRID NAD 83

152

SHEET 1 OF 1

X:\Projects\EWP\EWP-13040 Obey Creek\Survey\Plats\EWP13040-F3 Zoning.dwg, 3/11/2015 7:06:20 AM, Martin, Katie

THE JOHN R. McADAMS COMPANY, INC.
2905 Meridian Parkway
Durham, North Carolina 27713
License No.: C-0293
(800) 733-5646 ▪ McAdamsCo.com

McADAMS

REVISIONS:
1. .

OBEY CREEK

ZONING EXHIBIT

CHAPEL HILL TOWNSHIP, ORANGE COUNTY, NORTH CAROLINA

ZONING EXHIBIT

PROJECT NO.	EWP13040
FILENAME:	EWP13040-F3
SURVEYED BY:	RTF
DRAWN BY:	KMM
SCALE:	1"=200'
DATE:	2015-03-03

Z-3.0

McADAMS

TOWN ZONING LIMITS

Beginning at an iron pipe on the eastern right of way of US 15-501, having NC Grid coordinates N:**775,536.71, E:1,981,607.20,** the **Point of Beginning**; thence leaving said right of way South 44°56'37" East a distance of 220.00 feet to a point; thence South 00°49'22" East a distance of 139.63 feet to a point; thence South 02°36'15" West a distance of 346.98 feet to a point; thence South 38°45'27" West a distance of 83.38 feet to a point; thence South 00°04'59" East a distance of 397.30 feet to a point; thence South 12°53'05" East a distance of 310.62 feet to a point; thence South 14°00'59" West a distance of 292.32 feet to a point thence South 87°25'42" West a distance of 158.42 feet to a point; thence South 09°10'59" West a distance of 299.76 feet to a point; thence South 31°19'15" West a distance of 345.71 feet to a point; thence South 60°45'12" West a distance of 295.34 feet to a point; thence South 11°35'26" East a distance of 280.18 feet to a point; thence North 83°33'28" West a distance of 741.50 feet to an iron pipe on the right of way of US 15-501; thence with said right of way North 18°13'25" East a distance of 1581.78 feet to an iron pipe; thence South 86°05'57" East a distance of 22.65 feet to a right of way monument; thence with a curve to the right a radius of 1253.28 feet, an arc length of 144.16 feet, a chord bearing of North 24°15'57" East, and a distance of 144.08 feet to an iron pipe; thence with a curve to the right a radius of 1253.87 feet, an arc length of 165.63 feet, a chord bearing of North 29°55'09" East, and a distance of 165.51 feet to a point; thence North 33°41'49" East a distance of 35.05 feet to a point; thence North 33°20'07" East a distance of 89.56 feet to a monument; thence leaving said right of way South 56°39'53" East a distance of 16.40 feet to a monument; thence North 33°20'37" East a distance of 9.84 feet to a right of way monument; thence North 56°39'53" West a distance of 15.48 feet to a monument on the right of way of US 15-501; thence with said right of way North 33°20'07" East a distance of 39.37 feet to a point; thence North 53°33'37" East a distance of 11.86 feet to a point; thence North 53°53'33" East a distance of 54.77 feet to an iron pipe; thence North 11°13'12" West a distance of 32.43 feet to an iron pipe; thence North 33°45'23" East a distance of 161.13 feet to a point; thence leaving said right of way South 57°32'03" East a distance of 200.97 feet to a point; thence North 29°19'27" East a distance of 130.53 feet to a point; thence North 12°09'52" West a distance of 150.15 feet to a point; thence North 85°44'29" West a distance of 90.04 feet to a point on the right of way of US 15-501; thence with said right of way North 34°12'01" East a distance of 410.89 feet to the **Point of Beginning**, containing 42.44 acres.

Obey Creek

Chapel Hill, North Carolina

Statement of Justification

Zoning Amendment

March 4, 2015

east west partners

"The objective of the DA-1 district is to allow for orderly and sustainable growth and major new development while mitigating impacts to nearby neighborhoods, the community, and the environment."…

…"Applicants proposing that property be zoned DA-1 must submit a long-range development plan and supporting analysis at the time of petition for rezoning to this district."

(Town of Chapel Hill Land Use Management Ordinance – Proposed DA-1 District)

The Town's Land Use Management Ordinance identifies three possible justifications for amending the Town's Zoning Atlas: a) to correct a manifest error, or b) because of changed or changing conditions in a particular area or in the jurisdiction generally, or c) to achieve the purposes of the comprehensive plan. zoning. We believe that the requested change in zoning for this property to the proposed Development Agreement-1 (DA-1) is justified and necessary to "achieve the purposes of the comprehensive plan". We offer the following in support of the Goals of the 2020 Comprehensive Plan and the General and Area-Specific Principles that are articulated in the Comprehensive Plan specifically for the South 15-501 Focus Area (in which this property is located). A Long Range Development Plan and Design Guidelines specific to Obey Creek accompany this application for a Zoning Atlas Amendment.

ACHIEVING THE PURPOSES OF THE 2020 COMPREHENSIVE PLAN

CHAPEL HILL 2020 COMPREHENSIVE PLAN

The Chapel Hill 2020 Comprehensive Plan articulates in Chapter 3: Themes and Goals, four themes and accompanying goals that are important to the community. The proposed rezoning of this property to Development Agreement-1, which will allow execution and implementation of a Development Agreement as proposed in the accompanying Long Range Development Plan and Design Guidelines for the proposed Obey Creek development, will promote achievement of these Comprehensive Plan purposes as described below.



A Place for everyone:

- Family-friendly, accessible exterior and interior places throughout the town for a variety of active uses (Goal PFE.1)
- A creative place to live, work, and play because of Chapel Hill's arts and culture (PFE.2)
- A range of housing options for current and future residents (PFE.3)
- A welcoming and friendly community that provides all people with access to opportunities (Goal PFE.4)
- A community of high civic engagement and participation (PFE.5)

Obey Creek will enhance the quality of life for all Chapel Hill residents by providing shopping, dining, and living choices in a mixed use, urban environment that respects the natural environment while providing vital support to the Town's economic sustainability. Designed to be compact in form, Obey Creek will reinforce this important "gateway" into Town by presenting a streetscape

of lively exterior spaces and streetscapes surrounded by exemplary urban architecture. Strong linkages to Southern Village and the Town's Park & Ride Lot will create a connectivity and synergy that fosters a high level of community activity and civic engagement within Southern Chapel Hill. Creative workplaces, unique and exciting indoor/outdoor living and shopping areas and acres of natural forest preserve define the Village of Obey Creek. The Obey Creek Design Guidelines provide Land Use and Planning Principals that insure the high level of planning, design and execution that is essential for lasting urban places and spaces.



Community Prosperity and Engagement:

- Balance and sustain finances by increasing revenues and decreasing expenses (Goal CPE.1)
- Foster support of local businesses (Goal CPE.2)
- Promote a safe, vibrant, and connected (physical and person) community (Goal CPE.3)

Obey Creek fulfills an opportunity to provide much needed amenities for the south side of town and complement the existing land uses in and around Southern Village. Critical linkages to Southern Village via the Greenway Gateway Bridge, connect through the Town's Park & Ride lot and its potential future mixed-use redevelopment. The resulting critical mass will serve to create a commercial destination that captures retail outflow to Chatham County while at the same time enhancing the prosperity of the existing businesses of Southern Village. The compact urban form of Obey Creek maximizes the efficiencies and limits the usage of Town services and will spark an atmosphere of community engagement by infusing shopping, work and living spaces with important public/civic spaces.



Getting Around:

- A well-conceived and planned, carefully thought-out, integrated, and balanced transportation system that recognizes the importance of automobiles, but encourages and facilitates the growth and use of other means of transportation such as bicycle, pedestrian, and other public transportation options (Goal GA.1)
- A connected community that links neighborhoods, businesses, and schools through the provision of greenways, sidewalks, bike facilities, and public transportation (Goal GA.2)
- Connect to a comprehensive regional transportation system (GA.3)
- Make an adaptable transportation system to support both dense and suburban development (GA.4)
- Create a comprehensive transportation system that provides everybody safe and reasonable access to all the community offers (Goal GA.5)
- A transportation system that accommodates transportation needs and demands while mitigating congestion and promoting air quality, sustainability, and energy conservation (GA.6)

- Incorporate street planning into zoning code (GA.7)
- A community that has a parking system based on strategies that support the overall goals of a holistic transportation system (Goal GA.8)

Obey Creek is the logical next step for development within the 15-501 urban services corridor. It will incorporate a myriad of smart growth strategies including increased cycling infrastructure, increased transit use, greater walkability, more housing options for market rate and senior living, sustainable site planning and natural resource management, engaging human scaled architecture, and street oriented large and small retail shops. Critical linkages to the Fan Branch Greenway are integral components in the plans for Obey Creek as are pedestrian ways along active sidewalk spaces and over 8,000 lf of natural surface trails. The compact nature of Obey Creek supports the use of the existing CHT and TTA mass transit systems, providing convenient access to regional destinations for area residents. This compactness and diversity of services will effectively reduce the need for outside trips further mitigating the impact that this growth will have on the region's transportation system. Over 80 acres of the 125 acre Obey Creek parcel will be preserved as conservation land and a potential site for a future school.



Good Places, New spaces:

- Low density, green Rural Buffers that exclude urban development and minimize sprawl (GPNS.1)
- A vibrant, diverse, pedestrian-friendly, and accessible downtown with opportunities for growing office, retail, residential, and cultural development and activity (GPNS.2)
- A development decision-making process that provides clarity and consistency with the goals of the Chapel Hill 2020 comprehensive plan (GPNS.3)
- A joint Town/University development strategy that aligns initiatives for transportation, housing, environmental protection, and entrepreneurial programs (GPNS.4)
- A range of neighborhood types that addresses residential, commercial, social, and cultural needs and uses while building and evolving Chapel Hill's character for residents,
- visitors, and students (GPNS.5)
- A community that welcomes and supports change and creativity (Goal GPNS.6)
- Open and accessible common spaces for community gathering, cultural uses, and community development (GPNS.7)
- Future land use, form, and density that strengthen the community, social equity, economic prosperity, and natural environment (Goal GPNS.8)

Diversity, Vibrancy and Sustainability will define Obey Creek. Active tree-lined retail streets form the core district where Highland Park will provide a high-energy urban focus to this southern gateway to Town. Highland Park's accessibility to all persons defines its character and solidifies its importance as the heart of the Southern Chapel Hill community. Obey Creek is located in close proximity to the expanding UNC hospital campus and as such becomes a southern hub to the Town's bus lines, bikeways and greenways. A network of alternative transportation options coupled with new shopping, work and living opportunities is what will insure that Obey Creek fulfills the vision of the Town's Good Places, New Spaces goal.



Nurturing Our Community:

- Maintain and improve air quality and water quality, and manage stormwater to heal local waterways and conserve biological ecosystems within the town boundaries and the Extra Territorial Jurisdiction (NOC.2);
- Protect neighborhoods from the impact of development such as stormwater runoff, light and noise pollution, and traffic (NOC.8)
- Become a model for North Carolina and beyond in wisely and justly reducing waste in a way that minimizes local environmental impact without imposing upon the environmental and social rights of others (NOC.1)
- Protect, acquire, and maintain natural/undeveloped open spaces and historic sites in order to protect wildlife corridors, provide recreation, and ensure safe pedestrian and bicycle connections. These spaces could include, among other things, Significant Natural Heritage Areas (SNHA) lands adjacent to and connecting various properties such as riparian lands, etc. (NOC.3)
- Support the Parks and Recreation Master Plan and the Greenways Master Plan to provide recreation opportunities and ensure safe pedestrian and bicycle connections (NOC.4)
- Adopt an integrated development review process that is fair and transparent and that incorporates the Chapel Hill 2020 environmental goals (NOC.5)
- Support local food producers and access to local foods by encouraging community and backyard gardens, farmers' markets, and community-supported agriculture without encroaching on working farms within or adjacent to the Chapel Hill planning district (NOC.6)
- Reduce the carbon footprint of all Town-owned or managed services and properties; require that all new development meets standards; and support residents in minimizing their personal footprints (NOC.7)

The Design Guidelines and Standards set forth in the Development Agreement for Obey Creek establish new standards for the protection of the ecological resources of the site. Standards that insure natural resource protection occur in multiple forms. Specific design standards established to protect against stormwater runoff, noise and light pollution and to enhance water quality are achieved through state-of-the-art technical design and engineering practices included in the Design Guidelines and Development Agreement. These standards meet or exceed all current Town of Chapel Hill and Jordan Lake Buffer standards.

Other means to protect the ecology and neighboring properties against the impacts of development and to nurture our community are achieved through planning principals integrated into the design for Obey Creek.

The modified grid of bikeways and walkable streets are interconnected with the bikeway systems identified in the Towns Greenways Master Plan enhancing the ease of access and fostering their use.

The proposed Wilson Creek Preserve will dedicate over 80 acres of the 125 acre site as open space with a portion potentially being reserved for a future school site. A hands-off approach to

protecting the Wilson Creek Preserve will forever protect this important stand of mature hardwoods, streams and habitat. Restoration of the former strip mining area will stabilize eroding slopes and provide a means to balance earthwork on-site reducing the need for over-the-road transport of materials. This large natural public park area will combine with Highland Park, Wilson Creek Park and smaller pocket parks within Obey Creek to provide a diverse system of open space for the Town's residents.

Providing a sufficient density of diverse land uses into this compact form insures both a level of walkability and vibrancy that cannot be achieved with more modest land use densities. This compactness adds viability to a network of alternative, clean transportation options that are both accessible and convenient helping to reduce noise and air pollution and to minimize the community's total carbon footprint.

On-site community garden(s), recycling programs and activities that focus on health, fitness and group participation will serve to foster a sense of civic pride and responsibility for Obey Creek residents.



Town and Gown Collaboration:

- Take full advantage of ideas and resources to create a thriving economy and incorporate and utilize the intellectual capital that the University and Town create (TGC.1)
- Improve and expand access to the arts, culture, and intellectual pursuits for both the University and the Town (TGC.2)
- The University and Town will collaborate to improve downtown parking options that support business, cultural, and academic purposes (TGC.3)
- Housing for students that is safe, sound, affordable, and accessible and meets a demonstrated need conducive to educational and maturational needs of students, and housing for Town, University, and the Health Care System employees that encourages them to reside in the community (TGC.4)
- The University, the UNC Health Care System, and the Town will coordinate closely to manage development in ways that respect history, traditions, and the environment while fostering revitalization and innovation (TGC.5)
- Promote access for all residents to health-care centers, public services, and active lifestyle opportunities (TGC.6)

Obey Creek's location in close proximity to the UNC Campus and Hospital make it uniquely situated to provide work place and housing options. Obey Creek will explore these opportunities and work to fulfill needs that help to support these goals.

ACHIEVING THE VISION OF THE FUTURE LAND USE PLAN

The Chapel Hill Comprehensive Plan also includes a future Land Use Plan that sets goals for future land use, and identifies six Focus Areas for detailed policy articulation. One of those six identified areas is a South 15-501 Focus Area, which includes this property proposed for rezoning. The Plan lists General and Area-Specific Principles for consideration as land use changes are proposed. The Plan calls for urban-type mixed-use development on the exact property being proposed here for rezoning to a district that would allow such development. The Plan also calls for maintenance of the urban-rural boundary that has been in place in this area for 25 years, designations with which this proposed rezoning aligns. Following are the principles in the Plan, and comments about how this proposed rezoning is consistent with each one.

General Principles

1. Preserve and enhance natural resources (make public) including water quality and stormwater.

This rezoning, and execution of a Development Agreement which the rezoning would enable, offer the opportunity to preserve a large natural area in a permanent conservation and open it for public use. By concentrating development on a small portion of a much larger property, impervious surfaces can be minimized and there will be opportunity to incorporate innovative stormwater strategies and green building practices.

2. Recognize and honor the spirit of the Southern Small Area Plan from early 1990s.

The Southern Small Area Plan calls for strict adherence to a land use pattern determined by the Urban Services Boundary that was negotiated between Chapel Hill, Carrboro, and Orange County. That boundary will remain intact with this rezoning. The 1990's Small Area Plan had a goal to minimize and/or avoid a sprawling, low-density single-family residential pattern that was appearing imminent, and instead achieve compact development in mixed-use patterns, along with preservation of large tracts of undisturbed open space. This rezoning will serve to promote land use patterns that are consistent with and support the Urban Services Boundary concept, that promote compact, mixed-use development, while preserving large tracts of open space in perpetuity.

3. Ensure that there is significant community process and community benefit in all future development plans.

Regarding Process: Consideration of a possible Development Agreement and rezoning of this property has been accompanied by multiple opportunities for public engagement and a thorough review of development concepts by the Town and a citizen's "Compass Committee" over a period spanning multiple years.

Regarding Benefits: Community benefits associated with this proposed rezoning include: i) increased commercial tax base, ii) increase in affordable housing, iii) large preservation of open space, iv) additional retail services, and v) multiple public gathering spaces, among others.

4. Minimize traffic impact on neighborhoods surrounding the study area.
The Town of Chapel Hill commissioned preparation of a full traffic impact analysis on development concepts for this property. This analysis helps to determine appropriate traffic mitigations and improvements that can be included in development plans for the property proposed here for rezoning.

5. Minimize the impact of development on schools.
The proposed rezoning will allow a compact development pattern with emphasis on multi-family and age restricted housing, which will generate far fewer school-age children than an alternate emphasis on single-family home construction.

6. Plan collaboratively for the 15-501 corridor with Orange County and Chatham County (including transit planning).
Rezoning of the property as proposed will allow compact development that is conducive to service by public transportation, in a manner that provides opportunity for future transit options in conjunction with Orange and Chatham Counties.

7. Improve connectivity of bike/pedestrian among neighborhoods, schools, community facilities, and parks.
Rezoning of the property as proposed will enhance opportunities for bicycle and pedestrian facilities, with an emphasis on connectivity. The on-site greenways will help to connect an incomplete bike and pedestrian network and a bike and pedestrian bridge over 15-501 will provide safe and convenient access to the Southern Area Park, Mary Scroggs Elementary and Southern Village to those living and working on the east side of 15-501.

8. Plan for increased use of transit.
Rezoning of the property as proposed will allow compact development that is conducive to service by public transportation and is intended to provide an additional north-bound bus stop along the property frontage.

9. Preserve and enhance the "Green Gateway"
Rezoning of the property as proposed will allow compact development accompanied by rows of shade trees and other landscaping between the highway and development.

10. Respond to demonstrated needs of the greater Chapel Hill community.
Rezoning of the property as proposed will promote goals in the Town's Retail Market Analysis, Office Market Analysis, Affordable Housing Strategy, Transit Master Plan and Greenways Master Plan.

Area-Specific Principles

1) Meet community needs with new development (mixed use) focused on commercial rather than residential.
Rezoning of the property as proposed will allow a commercial driven project that appropriately mixes uses and offers a variety of residential housing options (for sale and for rent) to complement the commercial uses and surrounding neighborhoods.

2) Promote architectural diversity and quality with design guidelines.
Rezoning of the property as proposed offers the opportunity to design an architecturally diverse project that responds to design guidelines in the 2020 Comprehensive Plan.

3) Emulate design principles of market area of Southern Village, including building height restrictions.
Rezoning of the property as proposed will allow compact development that is conducive to a village-style Main Street through the middle of the property with ground-floor retail and office and residential uses above, as is the case in Southern Village. The design guidelines prescribe building height maximums for different areas of the project.

4) Promote greenways, particularly along and near creeks.
Rezoning of the property as proposed will allow completion of a large portion of the Greenways Master Plan by creating paths along Wilson Creek, along with significant walking and biking trails through the dedicated open space of the larger property.

5) Utilize clustered, compact development to maximize open space preservation.
Rezoning of the property as proposed will allow placing extensive adjacent areas into permanent conservation.

6) Provide corridor buffer along 15-501, allowing for visibility and access to retail or commercial development.
Rezoning of the property as proposed will allow village-style commercial buildings along 15-501 and multiple view corridors and entries into the property where additional commercial uses can be located.

7) Encourage clustered retail development including any new development toward the county line.
Rezoning of the property as proposed will allow compact development that is clustered around a Main Street-type of development pattern.

8) Maximize permanent preservation of open space.
Rezoning of the property as proposed will allow compact development accompanied by permanent preservation of adjacent open space.

We believe that a clear conclusion emerges that this proposed rezoning is consistent with and will help to achieve the purposes of the Chapel Hill 2020 Comprehensive Plan.



Obey Creek

Chapel Hill, North Carolina

Developer's Program/Written Narrative

Zoning Amendment

March 4, 2015

east west partners

- Obey Creek will connect communities along the southern gateway to Chapel Hill and will enhance prosperity among local area businesses.

- Obey Creek will create an active, dynamic public realm that will be welcoming to all.

- Obey Creek will have a long term beneficial impact on the Town's tax base through increased commercial taxes, sales taxes, compact residential development patterns, and contributions to public open space and amenities.

- Obey Creek will create a synergistic mix of uses to include retail stores, restaurants, a grocery store, market rate residential dwelling units, independent living senior residences, affordable housing options, hotel, commercial office buildings, and parks and open spaces.

- Obey Creek will achieve significant reductions in energy consumption, carbon footprint, water consumption, and automobile trips compared to accepted baseline standards.

- Obey Creek will create buildings and open spaces that engage pedestrians and occupants with exemplary contemporary design that is human scaled, richly textured, and specific to its place.

The driving principle behind the vision for Obey Creek is 'long term sustainability'. Long term sustainability is the balance of economic, social, environmental and cultural concerns in a manner that enables uses to adapt over time to meet changing demands. The principle systems that provide for a sustainable and resilient community revolve around a robust retail shopping environment, interconnected pedestrian and multi-modal vehicular circulation patterns, storm water management systems, energy management systems, civic spaces and parks, and open space areas.

The long-range development plan for Obey Creek illustrates a proposed interconnected pattern for development. Of key importance is the interconnectivity within an urban streetscape along with connections to adjacent Southern Village, Southern Park, and the Town Park and Ride Lot. This pattern of clustered uses enables the preservation of a significant natural area that helps to balance urban lifestyle. The development proposed focuses on a vibrant main street of commercial, hotel, civic and entertainment uses. Supportive workplace offices and residential uses are proposed to be located predominately above the commercial main street. Small pocket parks located strategically throughout the community will supplement the 82 acre Wilson Creek Preserve. Obey Creek is designed to meet community needs through a mix of commercial and residential uses. Emphasis on commercial uses will serve to increase the Town's commercial tax base while minimizing the impact on surrounding schools.

In order to balance the community needs and desires and to ensure a successful development and long-term economic sustainability, the ranges of minimum and maximum floor areas for each use category as described below are proposed for the development.

Uses and Floor Area Ranges					
	Total Floor Area	**Residential**	**Commercial/ Retail**	**Office**	**Hotel**
Minimum	640,000 sq. ft.	250 units 290,000-330,000 sq. ft.	200,000 sq. ft.	150,000 sq. ft.	N/A
Maximum	East West Partners has agreed to not exceed 1.6 million sq. ft.	800 units Sq. ft. not specified	475,000 sq. ft.	600,000 sq. ft.	400 rooms and ancillary space

The Development Agreement and Long-Range Development Plan include specifics related to development intensities, mitigation of impacts, energy standards and engineering technical standards. Design Guidelines also are included that articulate the approach to massing, building typologies, materials and architectural design. Combined these documents provide a framework for Town approval of all development activities and ensure that the buildings, streetscapes, and open spaces of Obey Creek fulfill the vision and expectations of Chapel Hill.

End

PIN	PINSTATUS	OWNER_TYPE	IOFLAG	OWNER1_LAST
9787053344.020	ACTIVE	null		RODRIGUEZ
9787053344.021	ACTIVE	null		BAIN
9787053344.022	ACTIVE	null		GOTHAM
9787053344.013	ACTIVE	null		CASTILLO
9787053344.018	ACTIVE	null		SAWITZ PROPERTIES LLC
9787053344.007	ACTIVE	null		DUCK
9787053344.008	ACTIVE	null		BEVAN
9787053344.009	ACTIVE	null		NOBLES
9787053344.002	ACTIVE	null		TBV
9787053344.003	ACTIVE	null		TBV
9787053344.004	ACTIVE	null		BEISSER
9787053344.005	ACTIVE	null		PEREZ
9787052207.003	ACTIVE	null		HAWORTH
9787052207.004	ACTIVE	null	YES	WAGNER
9787052207.005	ACTIVE	null		PEACOCK
9787052207.006	ACTIVE	null		CALIKOGLU
9787052207.035	ACTIVE	null		BURNS
9787052207.036	ACTIVE	null		BACHMAN
9787052207.025	ACTIVE	null		HAMAGUCHI
9787052207.026	ACTIVE	null		WOODIN
9787052207.019	ACTIVE	null		WAHEED FAMILY LTD PARTNERSHIP
9787052207.020	ACTIVE	null		DELGADILLO
9787052207.021	ACTIVE	null		PALMER
9787052207.022	ACTIVE	null	YES	POWELL
9787052207.023	ACTIVE	null		RUEF
9787053344.019	ACTIVE	null		REZVANI
9787053344.014	ACTIVE	null		ROWLEY
9787053344.015	ACTIVE	null		SAWITZ PROPERTIES LLC
9787053344.016	ACTIVE	null		MCCLAIN
9787053344.017	ACTIVE	null		MISTRETTA
9787053344.010	ACTIVE	null		SOLEO
9787052207.016	ACTIVE	null	YES	MCALLISTER
9787052207.017	ACTIVE	null		MONTGOMERY
9787052207.018	ACTIVE	null		SKINNER
9787052207.007	ACTIVE	null	YES	LAU
9787052207.012	ACTIVE	null		HARRISS
9787044829.001	ACTIVE	null		HERITAGE II
9787053344.011	ACTIVE	null		MIXON
9787053344.012	ACTIVE	null		STOKES
9787053344.001	ACTIVE	null		TBV
9787053344.006	ACTIVE	null		RUSSELL

9787052207.001	ACTIVE	null		PHILLIP G NORTON MANAGEMENT TRUST
9787052207.002	ACTIVE	null		BRYANT
9787052207.031	ACTIVE	null		TEPLIN
9787052207.032	ACTIVE	null		JOHNSTON
9787052207.033	ACTIVE	null		WIENER
9787052207.034	ACTIVE	null		KAHN
9787052207.027	ACTIVE	null		NEVIUS
9787052207.028	ACTIVE	null		ELLIS
9787052207.029	ACTIVE	null		TEIGLAND
9787052207.030	ACTIVE	null		PAYDARFAR
9787052207.024	ACTIVE	null		DEBECK
9787052207.013	ACTIVE	null		REZVANI
9787052207.014	ACTIVE	null		REZVANI
9787052207.015	ACTIVE	null		PANDARINATH
9787052207.008	ACTIVE	null		BROOKS
9787052207.009	ACTIVE	null		FUTRELL
9787052207.010	ACTIVE	null		ELDER
9787052207.011	ACTIVE	null		CHAO
9787044829.002	ACTIVE	null	YES	HILKEY
9787047000.002	ACTIVE	null		BUNCH
9787047000.003	ACTIVE	null		ATLAS DEVELOPMENT COMPANY
9787047000.001	ACTIVE	null	YES	WHISNANT
9787163490.000	ACTIVE	null		LAM
9787163318.000	ACTIVE	null	YES	AHALT
9787162338.000	ACTIVE	null	YES	FALDOWSKI
9787161369.000	ACTIVE	null		LARSEN
9787164474.000	ACTIVE	null		ALLEN
9787264510.000	ACTIVE	null		CROOK
9787160389.000	ACTIVE	null	YES	BANSAL
9787333397.000	ACTIVE	null		GEISSINGER
9787168210.000	ACTIVE	null		MAGER

9787165510.000	ACTIVE	null		PICKENS
9787059287.000	ACTIVE	null		SOUTHERN VILLAGE
9787166860.000	ACTIVE	null		SOUTHERN VILLAGE MASTER ASSOC
9787055943.000	ACTIVE	null		S V CENTER
9787056725.000	ACTIVE	null		S V CENTER
9787220114.000	ACTIVE	null		ELINOFF
9787012876.000	ACTIVE	null		VERKERK
9787258255.000	ACTIVE	null		CHANCELLORS VIEW HOMEOWNERS
9787053252.000	ACTIVE	null		S V CENTER
9787055432.000	ACTIVE	null		S V CENTER
9787344763.000	ACTIVE	null	YES	VAN
9777948803.000	ACTIVE	null		ORANGE
9787046740.000	ACTIVE	null		CHRIST UNITED METHODIST CHURCH OF
9787143928.000	ACTIVE	null		AKS REAL ESTATE HOLDINGS
9787141770.000	ACTIVE	null		MUELLER PARTNERSHIP
9787344441.000	ACTIVE	null		KAKEFUDA
9787337826.000	ACTIVE	null		MASK
9787331160.000	ACTIVE	null		OWENS
9787059287.000	ACTIVE	null		SOUTHERN VILLAGE
9787155865.000	ACTIVE	null		SV HOTEL LLC
9787152463.000	ACTIVE	null		JAMES E ALLEN ALPHA RENTALS
9787043525.000	ACTIVE	null		CHRIST UNITED METHODIST CHURCH OF
9787336703.000	ACTIVE	null		MASK
9787013692.000	ACTIVE	null		GLENN
9787054714.000	ACTIVE	null		MARKET STREET ASSOCIATION
9787055893.000	ACTIVE	null		S V CENTER
9777947348.000	ACTIVE	null		CHAPEL HILL CARRBORO CITY BOARD
9787342361.000	ACTIVE	null		OVERBECK

9787161113.000	ACTIVE	null		SOUTHERN VILLAGE
9787059287.000	ACTIVE	null		SOUTHERN VILLAGE
9787053344.000	null	null		null
9787052207.000	null	null		null
9787353128.000	ACTIVE	null	YES	JAVAN
9787248438.000	ACTIVE	null	YES	STRAUSS
9787161113.000	ACTIVE	null		SOUTHERN VILLAGE
9787151289.000	ACTIVE	null		JAMES E ALLEN ALPHA RENTALS
9787119734.000	ACTIVE	null	YES	ATWATER
9787111349.000	ACTIVE	null		CHU
9787045638.000	ACTIVE	null		CHAPEL HILL TOWN
9787041512.000	ACTIVE	null		CHAPEL HILL DAY
9787228267.000	ACTIVE	null		SPAUGH
9787223577.000	ACTIVE	null		GROSSMITTL LLC
9777937966.000	ACTIVE	null		CHAPEL HILL TOWN
9787341846.000	ACTIVE	null	YES	NEWALL
9787254985.000	ACTIVE	null	YES	CROOK
9787130667.000	ACTIVE	null		OBEY CREEK VENTURES LLC
9787347585.000	ACTIVE	null		WOOLMAN
9787044829.000	null	null		null
9787238844.000	ACTIVE	null		OBEY CREEK VENTURES LLC
9787241209.000	ACTIVE	null		CHAPEL HILL TOWN
9787010873.000	ACTIVE	null		GRAHAM
9787016682.000	ACTIVE	null		SMITH
9787010667.000	ACTIVE	null		AH KUOI
9787353219.000	ACTIVE	null		WREDE
9787340320.000	ACTIVE	null		WILCOX
9777937092.000	ACTIVE	null		CHAPEL HILL TOWN
9787144852.000	ACTIVE	null		OBEY CREEK VENTURES LLC

9787150721.000	ACTIVE	null		SOUTHERN VILLAGE APARTMENTS LLC
9787161113.000	ACTIVE	null		SOUTHERN VILLAGE
9787047000.000	null	null		null
9787116464.000	ACTIVE	null		THOMPSON
9787249722.000	ACTIVE	null		PATWARDHAN
9787335544.000	ACTIVE	null		MASK
9777926176.000	ACTIVE	null		CHAPEL HILL TOWN
9787114116.000	ACTIVE	null		CRAIG
9787226838.000	ACTIVE	null		RAUCHBACH
9787349370.000	ACTIVE	null		PHILLIPS
9787028120.000	ACTIVE	null	YES	JAYNES
9787222143.000	ACTIVE	null		SPAUGH
9787244637.000	ACTIVE	null		OBEY CREEK VENTURES LLC
9787243925.000	ACTIVE	null		WOLF

OWNER1_FIRST	OWNER2_LAST	OWNER2_FIRST	ADDRESS1
ARMANDO	RODRIGUEZ	CONSTANCE W	1527 MORNING DOVE LOOP SOUTH
YVONNE W	BAIN	E EUGENE	P O BOX 53574
DANNY J			700-219 MARKET ST
DENISE			118 THARRINGTON DR
null	null	null	104 SAN MATEO PL
MARY P	null	null	700 MARKET ST #204
BONNIE SCHAEFER	null	null	82 SAXAPAHAW RUN
STACY GLENN	null	null	803 CHESWOLD CT
LLC	null	null	400 MARKET ST
LLC	null	null	400 MARKET ST
STEVE	BEISSER	LISA	603 EDGEWATER CR
JACQUELINE			700-202 MARKET ST
W LANCE	HAWORTH	LETITIA	701 COPPERLINE DR #103
JEFFREY	BRAVEBOY-WAGNER	JACQUELINE A	65 WARNER RD
SUSAN	null	null	710 N DAVIDSON
ALI S	CALIKOGLU	MUGE G	203 ORCHARD LN
SUSAN J			703-307 COPPERLINE DR
MATTHEW B	null	null	703-308 COPPERLINE DR
CARA ANN M	HAMAGUCHI	ZENIN	703-205 COPPERLINE DR
ROBERT A	WOODIN	LESLIE M	703-206 COPPERLINE DR
null	null	null	100 HELMS DR
SIEGRID	DELGADILLO	ROGELIO	701 COPPERLINE DR
LENA B			703 COPPERLINE DR UNIT 201
CAMERON W ETAL	POWELL	JENNIFER A	5825 RIDGEVIEW RD
MARTIN	RUEF	JENNIFER M	703-203 COPPERLINE DR
AMIR	REZVANI	SHALA	101 SHEFFIELD CIRCLE
BRIDGETT			6211 WRIGHTSVILLE AVE APT 133
null	null	null	104 SAN MATEO PL
ARNOLD TODD			57801 OWEN
MARK ANDREW	null	null	2024 TALKING ROCK DR
SUSAN M			700-207 MARKET ST
RUSSELL	MCALLISTER	ANN	P O BOX 4057
ROBERT	MONTGOMERY	SUSAN	7317 MILL RIDGE RD
LYNNE MICHELLE			UNIT 306
DANIEL C	K HIAT	ANTHONY L	701-203 COPPERLINE DR
THOMAS M	null	null	701 COPPERLINE DR #208
LLC			PO BOX 3342
KATHRYN E	null	null	700-208 MARKET ST
BETTY L	null	null	700 MARKET ST
LLC	null	null	400 MARKET ST
DAVID A			700 MARKET ST 203

null	null	null	1166 CHAIN BRIDGE RD
GREGORY	BRYANT	LINDA	12459 WORLD CUP LN
SARI	null	null	514 BAYBERRY DR
LAWRENCE F			703-304 COPPERLINE DR
LAURA E	null	null	703-305 COPPERLINE DR
GARY	null	null	703 COPPERLINE DR #306
ELIZABETH Q			703 COPPERLINE DR UNIT 207
HOLLIS E	ELLIS	MARY C	703 COPPERLINE DR #208
CHRIS M			700 HUNGERFORD DR
LILA Y TRUSTEE	null	null	24765 CROWN ROYALE
KARLA			100 MIRAMAR PL
AMIR	REZVANI	SHAHLA	101 SHEFFIELD CIR
AMIR	REZVANI	SHAHLA	101 SHEFFIELD CR
GUPTA	PANDARINATH	AMARA	207 BECKINGHAM LOOP
PHILIP L	BROOKS	MARTHA C	67 NEW RHODODENDRON
RACHEL F HRS	null	null	611 W MAIN ST
ELIZABETH GRACE			105 TIMBERLYNE CT
HANN HSIANG	null	null	701-207 COPPERLINE DR
JAMES H	WILHELM	CYNTHIA L	802 CEDAR FALLS RD
WILLIAM H	BUNCH	DONNA O	601 LAKE HOGAN LANE
null	null	null	PO BOX 858
THOMAS S ETAL	WHISNANT	CYNTHIA	106-C S GREENSBORO ST
WENDY K	null	null	111 PARKSIDE CIR
STANLEY	AHALT	PATRICIA	201 PARKSIDE CR
RICHARD A	HONG	GUI YOUNG	203 PARKSIDE CIR
ROBERT	LARSEN	PENNY	205 PARKSIDE CR
WILLIAM L	ALLEN	CAROL R	109 PARKSIDE CR
JUDY W	CROOK	ROBERT M	10 SOUTHWOODS DR
SIDHARTH	PATEL	SHIPRA	207 PARKSIDE CIR
LADNOR D	GEISSINGER	SHIRLEY	1105 OLD LYSTRA RD
SELA	MAGER	CARMELA	110 JASMINE CT

STANTON M	null	null	2416 DAIRYLAND RD
APARTMENTS LLC	null	null	701 GREEN VALLEY RD
INC			710 MARKET ST #21
LLC	null	null	400 MARKET ST #115
LLC	null	null	400 MARKET ST
TIMOTHY WILLIAM	ELINOFF	AMY C	900 WHITE ROCK CHURCH RD
DOROTHY	null	null	1423 HWY 15-501 SOUTH
ASSOCIATION INC	null	null	PO BOX 17042
LLC	null	null	400 MARKET ST
LLC	null	null	400 MARKET ST #115
CAPELLE LISA M	LYNCH	ROBERT C	201 ZAPATA LN
COUNTY			PO BOX 8181
CHAPEL HILL			800 MARKET ST
LLC	null	null	50101 GOVERNORS DR
null	null	null	228 KIRKWOOD DR
GENICHI	KAKEFUDA	MARY S	203 ZAPATA LANE
DEIRDRE V	MASK	ALLEN G	1123 OLD LYSTRA RD
DALE A	OWENS	CANDY	910 LYSTRA LN
APARTMENTS LLC	null	null	701 GREEN VALLEY RD
null	null	null	400 MARKET ST
LLC			706 GREENWOOD RD
CHAPEL HILL			800 MARKET ST
DEIRDRE V	MASK	ALLEN G	1123 OLD LYSTRA RD
JAMES H			1437 US 15-501 S
INC			400 MARKET ST #200
LLC	null	null	400 MARKET ST #115
OF EDUCATION			LINCOLN CTR MERRITT MILL RD
GREGORY	OVERBECK	CARLA	205 ZAPATA LANE

APARTMENTS LLC	null	null	701 GREEN VALLEY RD
APARTMENTS LLC	null	null	701 GREEN VALLEY RD
null	null	null	null
null	null	null	null
AKBAR F	JAVAN	HEIDI M	101 FOUNDERS RIDGE DR
ROBERT A	JANNELLI	MARY L	204 ZAPATA LN
APARTMENTS LLC	null	null	701 GREEN VALLEY RD
LLC			706 GREENWOOD RD
ALBERTA J ETAL	ATWATER	CARL	201 GRANITE RIDGE RD
HERBERT			3312 FRIENDSHIP RD
OF			405 MARTIN LUTHER KING JR BLVD
CARE			CENTER
BETH B TRUSTEE	null	null	100 CHASE AVE
null	null	null	900 LYSTRA LN
OF			405 MARTIN LUTHER KING JR BLVD
JOHN E	NEWALL	JENNIFER L	200 ZAPATA LANE
JUDY W	CROOK	ROBERT M	10 SOUTHWOODS DR
null	null	null	1 OLYMPIC PLACE, STE. 1210
ARON J	WOOLMAN	LISA J	105 ZAPATA LN
null	null	null	null
null	null	null	1 OLYMPIC PLACE, STE. 1210
OF			405 MARTIN LUTHER KING JR BLVD
BARBARA Y	null	null	1702 MICHAUX ROAD
ELIZABETH R	null	null	1412 US 15-501 S
BARBARA J	AH KUOI	ISIDORE	1016 WAVE RD
JOHN G			105 FOUNDERS RIDGE DR
RICHARD E	WILCOX	SANDY S	206 ZAPATA LANE
OF			MUNICIPAL BUILDING
null	null	null	1 OLYMPIC PLACE, STE. 1210

null	null	null	701 GREEN VALLEY RD
APARTMENTS LLC	null	null	701 GREEN VALLEY RD
null	null	null	null
CLYDE HRS	null	null	1634 OLD LYSTRA RD
ANIRUDDHA S	PATWARDHAN	SNEHAL A	202 ZAPATA LANE
DEIRDRE V	MASK	ALLEN G	1123 OLD LYSTRA RD
OF			MUNICIPAL BUILDING
P H JR			7503 SUNRISE RD
ANN			900 LYSTRA LANE
MARION	PHILLIPS	MARY J	1101 OLD LYSTRA RD
JOHN E	CHIANESE	CATHERINE J	1411 US 15 501 S
BETH B TRUSTEE	null	null	100 CHASE AVE
null	null	null	1 OLYMPIC PLACE, STE. 1210
GREGORY T			602 LAUREL HILL RD

ADDRESS2	CITY	STATE	ZIPCODE	TOWNSHIP	SIZE	UOM
null	LAKELAND	FL	33809	7	1	L
	FAYETTEVILLE	NC	28305	7	1	L
	CHAPEL HILL	NC	27516	7	1	L
	CHAPEL HILL	NC	275164419	7	1	L
null	CHAPEL HILL	NC	27514	7	1	L
null	Chapel Hill	NC	27516	7	1	L
null	CHAPEL HILL	NC	27516	7	1	L
null	CHESTERBROOK	PA	19087	7	1	L
SUITE 115	CHAPEL HILL	NC	27516	7	1	L
SUITE 115	CHAPEL HILL	NC	27516	7	1	L
	CHAPEL HILL	NC	27516	7	1	L
	CHAPEL HILL	NC	27516	7	1	L
null	CHAPEL HILL	NC	27516	7	1	L
	HUNTINGTON	NY	11743	7	1	L
null	CHARLOTTE	NC	28202	7	1	L
	CARRBORO	NC	27510	7	1	L
	CHAPEL HILL	NC	27516	7	1	L
null	Chapel Hill	NC	27516	7	1	L
	CHAPEL HILL	NC	27516	7	1	L
	CHAPEL HILL	NC	27516	7	1	L
null	GOLDSBORO	NC	27530	7	1	L
UNIT 308	CHAPEL HILL	NC	27516	7	1	L
	CHAPEL HILL	NC	275164489	7	1	L
null	DURHAM	NC	27712	7	1	L
null	Chapel Hill	NC	27516	7	1	L
	CHAPEL HILL	NC	27514	7	1	L
700-211 MARKET ST	WILLMINGTON	NC	284033863	7	1	L
null	CHAPEL HILL	NC	27514	7	1	L
	CHAPEL HILL	NC	275178313	7	1	L
null	CARY	NC	27519	7	1	L
	CHAPEL HILL	NC	27516	7	1	L
	PINEHURST	NC	28374	7	1	L
null	RALEIGH	NC	27613	7	1	L
303 PARKSIDE CIR	CHAPEL HILL	NC	275169177	7	1	L
	CHAPEL HILL	NC	27516	7	1	L
null	Chapel Hill	NC	27516	7	1	L
	CHAPEL HILL	NC	27515	7	1	L
null	CHAPLE HILL	NC	27516	7	1	L
UNIT 209	CHAPEL HILL	NC	275169473	7	1	L
SUITE 115	CHAPEL HILL	NC	27516	7	1	L
	CHAPEL HILL	NC	27516	7	1	L

null	MCLEAN	VA	221012216	7	1	L
	WELLINGTON	FL	33414	7	1	L
null	Chapel Hill	NC	27517	7	1	L
	CHAPEL HILL	NC	275164490	7	1	L
null	CHAPEL HILL	NC	27516	7	1	L
null	CHAPEL HILL	NC	27516	7	1	L
	CHAPEL HILL	NC	27516	7	1	L
null	Chapel Hill	NC	27516	7	1	L
	CHARLOTTE	NC	28207	7	1	L
null	LAGUNA NIGUEL	CA	92677	7	1	L
	CHAPEL HILL	NC	27517	7	1	L
	CHAPEL HILL	NC	275176514	7	1	L
	CHAPEL HILL	NC	27514	7	1	L
	CARY	NC	27519	7	1	L
	CHAPEL HILL	NC	27517	7	1	L
null	WASHINGTON	NC	27889	7	1	L
	CHAPEL HILL	NC	275141520	7	1	L
null	Chapel Hill	NC	27516	7	1	L
	CHAPEL HILL	NC	27514	7	1	L
	CHAPEL HILL	NC	27516	7	1	L
null	GOLDSBORO	NC	27533	7	1	L
null	CARRBORO	NC	27510	7	1	L
null	Chapel Hill	NC	27516	7	0.2	A
	CHAPEL HILL	NC	27516	7	0.15	A
null	CHAPEL HILL	NC	27516	7	0.13	A
	CHAPEL HILL	NC	275169171	7	0.13	A
	CHAPEL HILL	NC	275169167	7	0.19	A
null	CHAPEL HILL	NC	27517	7	7.75	A
null	CHAPEL HILL	NC	27516	7	0.14	A
	CHAPEL HILL	NC	27517	7	1.3	A
null	Carrboro	NC	27510	7	1.14	A

null	CHAPEL HILL	NC	27516	7	0.17	A
null	GREENSBORO	NC	27408	7	5.14	A
	CHAPEL HILL	NC	27516	7	9.06	A
null	CHAPEL HILL	NC	27516	7	0.63	A
SUITE 115	CHAPEL HILL	NC	27516	7	0.42	A
	CHAPEL HILL	NC	27517	7	1.12	A
null	CHAPEL HILL	NC	27517	7	1.35	A
null	Chapel Hill	NC	27516	7	8.725	A
SUITE 115	CHAPEL HILL	NC	27516	7	0.845	A
null	CHAPEL HILL	NC	27516	7	0.76	A
	CHAPEL HILL	NC	27514	7	1.88	A
	HILLSBOROUGH	NC	27278	7	6.75	A
	CHAPEL HILL	NC	27516	7	1.57	A
STE 280	CHAPEL HILL	NC	27517	7	0.92	A
null	Chapel Hill	NC	27514	7	0.85	A
	CHAPEL HILL	NC	275177742	7	2.32	A
	CHAPEL HILL	NC	275179167	7	1.28	A
	CHAPEL HILL	NC	275177731	7	4.14	A
null	GREENSBORO	NC	27408	7	5.14	A
STE 103	CHAPEL HILL	NC	27516	7	2.63	A
	CHAPEL HILL	NC	27514	7	0.28	A
	CHAPEL HILL	NC	27514	7	1.33	A
	CHAPEL HILL	NC	275179167	7	1.41	A
	CHAPEL HILL	NC	27517	7	2.27	A
	CHAPEL HILL	NC	27516	7	0.79	A
null	CHAPEL HILL	NC	27516	7	0.14	A
	CHAPEL HILL	NC	27516	7	6.3	A
	CHAPEL HILL	NC	275177742	7	2.55	A

null	GREENSBORO	NC	27408	7	9.81	A
null	GREENSBORO	NC	27408	7	5.14	A
null	null	null	null	null	NaN	null
null	null	null	null	null	NaN	null
null	CHAPEL HILL	NC	27517	7	0.527	A
	CHAPEL HILL	NC	275177743	7	3.37	A
null	GREENSBORO	NC	27408	7	9.81	A
	CHAPEL HILL	NC	275145923	7	0.7525	A
	CHAPEL HILL	NC	27516	7	4.53	A
	APEX	NC	27502	7	9.3	A
	CHAPEL HILL	NC	27514	7	6.44	A
401 KILDAIRE RD	CHAPEL HILL	NC	27516	7	1.28	A
null	CHAPEL HILL	NC	27514	7	1	L
C/O BEEMER HADLER AND WILLETT	Chapel Hill	NC	27517	7	2.61	A
	CHAPEL HILL	NC	27514	7	22.38	A
	CHAPEL HILL	NC	275147743	7	2	A
	CHAPEL HILL	NC	27517	7	21.585	A
null	TOWSON	MD	21204	7	30.05	A
null	Chapel Hill	NC	27517	7	1	L
null	null	null	null	null	NaN	null
null	TOWSON	MD	21204	7	59.77	A
	CHAPEL HILL	NC	27514	7	2.41	A
null	Chapel Hill	NC	27514	7	0.44	A
null	Chapel Hill	NC	27517	7	2	A
null	Chapel Hill	NC	27517	7	0.91	A
	CHAPEL HILL	NC	27516	7	0.515	A
	CHAPEL HILL	NC	275177743	7	2.39	A
405 MARTIN LUTHER KING JR BLVD	CHAPEL HILL	NC	27514	7	27.782	A
null	TOWSON	MD	21204	7	10.93	A

null	GREENSBORO	NC	27408	7	1.71	A
null	GREENSBORO	NC	27408	7	9.81	A
null	null	null	null	null	NaN	null
null	CHAPEL HILL	NC	27517	7	5.97	A
	CHAPEL HILL	NC	275177743	7	2	A
	CHAPEL HILL	NC	275179167	7	1.31	A
405 MARTIN LUTHER KING JR BLVD	CHAPEL HILL	NC	27514	7	20.918	A
	CHAPEL HILL	NC	275149718	7	4.65	A
	CHAPEL HILL	NC	275177731	7	8.5	A
	CHAPEL HILL	NC	27517	7	6.42	A
null	Chapel Hill	NC	27517	7	19.13	A
null	CHAPEL HILL	NC	27514	7	1	L
null	TOWSON	MD	21204	7	16.85	A
	CHAPEL HILL	NC	275144214	7	4.64	A

CALC_ACRES	SUBCODE	LEGAL_DESC	RATECODE
NaN	10080	#217 MARKET LOFTS P90/52-58	22
NaN	10080	#218 MARKET LOFTS P90/52-58	22
NaN	10080	#219 MARKET LOFTS P90/52-58	22
NaN	10080	#210 MARKET LOFTS P90/52-58	22
NaN	10080	215 MARKET LOFTS P90/52-58	22
NaN	10080	204 MARKET LOFTS CONDO P90/52-58	22
NaN	10080	#205 MARKET LOFTS P90/52-58	22
NaN	10080	#206 MARKET LOFTS P90/52-58	22
NaN	10080	#102 MARKET LOFTS P90/52-58	22
NaN	10080	#103 MARKET LOFTS P90/52-58	22
NaN	10080	#201 MARKET LOFTS P90/52-58	22
NaN	10080	#202 MARKET LOFTS P90/52-58	22
NaN	10031	103-701 COPPERLINE SQUARE P82/160	22
NaN	10031	104-701 COPPERLINE SQ P82/160	22
NaN	10031	201-701 COPPERLINE SQ P82/160	22
NaN	10031	202-701 COPPERLINE SQ P82/160	22
NaN	10031	#307-703 COPPERLINE SQ P82/160	22
NaN	10031	308-703 COPPERLINE SQUARE P82/160	22
NaN	10031	205-703 COPPERLINE SQ P82/160	22
NaN	10031	206-703 COPPERLINE SQ P82/160	22
NaN	10031	307-701 COPPERLINE SQUARE P82/160	22
NaN	10031	308-701 COPPERLINE SQ P82/160	22
NaN	10031	201-703 COPPERLINE SQ P82/160	22
NaN	10031	202-703 COPPERLINE SQ P82/160	22
NaN	10031	203-703 COPPERLINE SQUARE P82/160	22
NaN	10080	#216 MARKET LOFTS P90/52-58	22
NaN	10080	#211 MARKET LOFTS P90/52-58	22
NaN	10080	212 MARKET LOFTS P90/52-58	22
NaN	10080	#213 MARKET LOFTS P90/52-58	22
NaN	10080	#214 MARKET LOFTS P90/52-58	22
NaN	10080	#207 MARKET LOFTS P90/52-58	22
NaN	10031	304-701 COPPERLINE SQ P82/160	22
NaN	10031	305-701 COPPERLINE SQ P82/160	22
NaN	10031	306-701 COPPERLINE SQ P82/160	22
NaN	10031	203-701 COPPERLINE SQ P82/160	22
NaN	10031	208-701 COPPERLINE SQUARE P82/160	22
NaN	10165	UNIT 100 THE ISLAND AT S V P99/114-118	22
NaN	10080	208 MARKET LOFTS P90/52-58	22
NaN	10080	#209 MARKET LOFTS P90/52-58	22
NaN	10080	#101 MARKET LOFTS P90/52-58	22
NaN	10080	203 MARKET LOFTS P90/52-58	22

NaN	10031	101-701 COPPERLINE SQUARE P82/160	22
NaN	10031	102-701 COPPERLINE SQ P82/160	22
NaN	10031	303-703 COPPERLINE SQ P82/160	22
NaN	10031	304-703 COPPERLINE SQ P82/160	22
NaN	10031	305-703 COPPERLINE SQUARE P82/160	22
NaN	10031	306-703 COPPERLINE SQUARE P82/160	22
NaN	10031	207-703 COPPERLINE SQ P82/160	22
NaN	10031	208-703 COPPERLINE SQUARE P82/160	22
NaN	10031	301-703 COPPERLINE SQ P82/160	22
NaN	10031	302-703 COPPERLINE SQUARE P82/160	22
NaN	10031	204-703 COPPERLINE SQ P82/160	22
NaN	10031	301-701 COPPERLINE SQ P82/160	22
NaN	10031	302-701 COPPERLINE SQ P82/160	22
NaN	10031	303-701 COPPERLINE SQ P82/160	22
NaN	10031	204-701 COPPERLINE SQ P82/160	22
NaN	10031	205-701 COPPERLINE SQUARE P82/160	22
NaN	10031	206-701 COPPERLINE SQ P82/160	22
NaN	10031	207-701 COPPERLINE SQUARE P82/160	22
NaN	10165	UNIT 200 THE ISLAND AT S V P99/114-118	22
NaN	10160	#10002 HERITAGE SOUTHERN VLG OFFICE CONDO P97/137-143	22
NaN	10160	10004 HERITAGE SOUTHERN VILLAGE OFFICE CONDO P97/137-143	22
NaN	10160	10000 HERITAGE SOUTHERN VILLAGE OFFICE CONDO P97/137-143	22
0.2	2856	55 PH 1A 1D 1F SOUTHERN VILLAGE P71/177	22
0.15	2856	56 PH 1A 1D 1F SOUTHERN VILLAGE P71/178	22
0.13	2856	57 PH 1A 1D 1F SOUTHERN VILLAGE P71/178	22
0.13	2856	#58 PH 1A 1D 1F SOUTHERN VILLAGE P71/178	22
0.19	2856	#54 PH 1A 1D 1F SOUTHERN VILLAGE P71/177	22
7.75	null	4 REC ROBERT & JUDY CROOK P111/143	17
0.14	2856	59 PH 1A 1D 1F SOUTHERN VILLAGE P71/178	22
1.36	null	W/O OLD LYSTRA RD	17
1.49	null	W/S HWY 15-501 SOUTH	22

0.17	2856	#53 PH 1A 1D 1F SOUTHERN VILLAGE P71/177	22
4.76	null	1A-1C SOUTHERN VILLAGE APARTMENTS P110/175 & 1D SOUTHERN VILLAGE APARTMENTS P111/122	22
8.9	null	COMMON AREA SOUTHERN VILLAGE	22
0.63	2855	#7C PH 5 VILLAGE CORE P86/61	22
0.41	2855	#7A PH 5 VILLAGE CORE P86/61	22
1.09	null	N/O 4 LAURA ATWATER	17
1.25	null	MAJ P/O 1 REC PENDERGRAFT P61/160	17
8.63	3086	OS C CHANCELLORS VIEW P100/106	17
0.84	2855	#6 PH 4 VILLAGE CORE P77/53	22
0.75	null	#12 PH 7 VILLAGE CORE P85/168	22
1.81	2681	#1 ZAPATA LANE P78/31	17
6.4	null	#A-B REC COUNTY OF ORNGE P87/164	22
1.62	2855	#2 PH 1A REV VILLAGE CORE P77/25	22
0.91	null	E/S 15-501	17
0.85	null	2 OBEY CREEK VENTURES ETAL P104/113	17
2.25	2681	#2 ZAPATA LANE P78/31	17
1.29	3001	#5 LOGANS GROVE P93/7	17
4.1	2488	#3R WOODHAVEN HLS P72/136	17
4.76	null	1A-1C SOUTHERN VILLAGE APARTMENTS P110/175 & 1D SOUTHERN VILLAGE APARTMENTS P111/122	22
2.63	null	3-R REC S V HOTEL P113/17	22
0.28	null	NW/S HWY 15-501	22
1.39	2855	#3 VILLAGE CORE REV P80/140	22
1.39	3001	#6 LOGANS GROVE P93/7	17
2.27	null	MJ P/O 2 STANLEY TAMPLIN P49/110	17
0.7	2855	#11 PH 7 VILLAGE CORE P85/168	22
0.14	2855	#7B PH 5 VILLAGE CORE P86/61	22
6.33	null	#C REC COUNTY OF ORANGE P87/164	22
2.5	2681	#3 ZAPATA LANE P78/31	17

8.99	null	2B-2C SOUTHERN VILLAGE APARTMENTS & 2A-R SOUTHERN VILLAGE APARTMENTS P111/122	22
4.76	null	1A-1C SOUTHERN VILLAGE APARTMENTS P110/175 & 1D SOUTHERN VILLAGE APARTMENTS P111/122	22
0.84	null	null	null
1.05	null	null	null
0.53	3086	24 CHANCELLORS VIEW P100/106	17
3.27	2681	#5 ZAPATA LANE P78/31	17
8.99	null	2B-2C SOUTHERN VILLAGE APARTMENTS & 2A-R SOUTHERN VILLAGE APARTMENTS P111/122	22
0.58	null	W/S 15-501 PITTSBORO RD	22
4.6	null	TR 2 HERBERT T ATWATER HRS	17
7.97	2344	OFF SR 2003	17
6.39	null	#2 SOUTHPARK REC P71/9	22
1.3	2855	#5 VILLAGE CORE REV P80/140	22
1.7	2901	60' PRIVATE RD JUNE SPARROW ESTATE P26/196	17
2.65	2901	#5: JUNE A. SPARROW ESTATES	17
22.1	null	W/S US HWY 15-501	22
1.98	2681	#7 ZAPATA LANE P78/31	17
21.08	3081	#3 ROBERT & JUDY CROOK P100/9	17
30.05	null	1 OBEY CREEK P114/7	17
0.57	580	OPEN SPACE PH 2 LYSTRA WDS P38/55	17
0.32	null	null	null
59.7	null	2 OBEY CREEK P114/7	17
2.19	2681	RECREATION AREA ZAPATA LANE P78/31	17
0.45	null	1 STANLEY TAMPLIN P49/110	17
1.98	null	2 REC PENDERGRAFT P61/160	17
0.91	2344	MAJ 1 ROLLING HILLS P10/39	17
0.52	3086	23 CHANCELLORS VIEW P100/106	17
2.36	2681	#4 ZAPATA LANE P78/31	17
24.88	null	NW INT 15-501 & SR 1962	22
10.93	null	3 OBEY CREEK VENTURES P114/6	17

1.71	null	ROADS SOUTHERN VILLAGE APARTMENTS P110/175	22
8.99	null	2B-2C SOUTHERN VILLAGE APARTMENTS & 2A-R SOUTHERN VILLAGE APARTMENTS P111/122	22
1.59	null	null	null
7.27	null	N/O SR 1915	17
2.01	2681	#6 ZAPATA LANE P78/31	17
1.32	3001	#7 LOGANS GROVE P93/7	17
18.95	null	SW INT 15-501 & SR 1962	22
4.68	null	-7 LAURA ATWATER	17
8.4	2488	#2R WOODHAVEN HILLS P72/136	17
6.41	null	#9 PH 3 LYSTRA WOODS P33/22	17
19.32	null	E/S HWY 15-501 P47/47	17
1.18	2901	OPEN SPACE J A SPARROW	17
16.86	null	4 OBEY CREEK VENTURES P114/6	17
4.75	null	E/OF FARRINGTON RD	17

SCHOOL_SYSTEM	LANDVALUE	BLDGVALUE	BLDGCNT	VALUATION	TAXSTATUS
Chapel Hill/Carrboro Schools	51865	130854	1	182719	A
Chapel Hill/Carrboro Schools	51865	130854	1	182719	A
Chapel Hill/Carrboro Schools	50226	128298	1	178524	A
Chapel Hill/Carrboro Schools	91515	190281	1	281796	A
Chapel Hill/Carrboro Schools	53506	133409	1	186915	A
Chapel Hill/Carrboro Schools	50301	131319	1	181620	A1
Chapel Hill/Carrboro Schools	50301	131319	1	181620	A
Chapel Hill/Carrboro Schools	59019	142008	1	201027	A
Chapel Hill/Carrboro Schools	583202	563606	1	1146808	A
Chapel Hill/Carrboro Schools	225990	442648	2	668638	A
Chapel Hill/Carrboro Schools	67816	155539	1	223355	A
Chapel Hill/Carrboro Schools	68261	156259	1	224520	A
Chapel Hill/Carrboro Schools	34429	130482	1	164911	A
Chapel Hill/Carrboro Schools	34429	130482	1	164911	A
Chapel Hill/Carrboro Schools	34429	172770	1	207199	A
Chapel Hill/Carrboro Schools	34429	172770	1	207199	A
Chapel Hill/Carrboro Schools	34429	172770	1	207199	A
Chapel Hill/Carrboro Schools	34429	127166	1	161595	A1
Chapel Hill/Carrboro Schools	34429	123384	1	157813	A
Chapel Hill/Carrboro Schools	34429	130482	1	164911	A
Chapel Hill/Carrboro Schools	34429	172770	1	207199	A
Chapel Hill/Carrboro Schools	34429	172770	1	207199	A
Chapel Hill/Carrboro Schools	34429	127166	1	161595	A
Chapel Hill/Carrboro Schools	34429	148940	1	183369	A1
Chapel Hill/Carrboro Schools	34429	130482	1	164911	A
Chapel Hill/Carrboro Schools	51865	124623	1	176488	A
Chapel Hill/Carrboro Schools	93153	193236	1	286389	A
Chapel Hill/Carrboro Schools	106120	210757	1	316877	A
Chapel Hill/Carrboro Schools	83911	180528	1	264439	A
Chapel Hill/Carrboro Schools	51270	129924	1	181194	A
Chapel Hill/Carrboro Schools	79889	174295	1	254184	A
Chapel Hill/Carrboro Schools	34429	130482	1	164911	A
Chapel Hill/Carrboro Schools	34429	130482	1	164911	A
Chapel Hill/Carrboro Schools	34429	130482	1	164911	A
Chapel Hill/Carrboro Schools	34429	130482	1	164911	A
Chapel Hill/Carrboro Schools	34429	127166	1	161595	A
Chapel Hill/Carrboro Schools	595069	841271	1	1436340	A
Chapel Hill/Carrboro Schools	103734	207297	1	311031	A1
Chapel Hill/Carrboro Schools	91664	200907	1	292571	A
Chapel Hill/Carrboro Schools	517592	596254	1	1113846	A
Chapel Hill/Carrboro Schools	52165	131319	1	183484	A

Chapel Hill/Carrboro Schools	34429	124956	1	159385	A
Chapel Hill/Carrboro Schools	34429	170205	1	204634	A
Chapel Hill/Carrboro Schools	34429	130482	1	164911	A1
Chapel Hill/Carrboro Schools	34429	123126	1	157555	A
Chapel Hill/Carrboro Schools	34429	123126	1	157555	A1
Chapel Hill/Carrboro Schools	34429	130482	1	164911	A1
Chapel Hill/Carrboro Schools	34429	172770	1	207199	A
Chapel Hill/Carrboro Schools	34429	127166	1	161595	A1
Chapel Hill/Carrboro Schools	34429	127166	1	161595	A
Chapel Hill/Carrboro Schools	34429	172770	1	207199	A
Chapel Hill/Carrboro Schools	34429	130482	1	164911	A
Chapel Hill/Carrboro Schools	34429	172770	1	207199	A
Chapel Hill/Carrboro Schools	34429	172770	1	207199	A
Chapel Hill/Carrboro Schools	34429	130482	1	164911	A
Chapel Hill/Carrboro Schools	34429	130482	1	164911	A
Chapel Hill/Carrboro Schools	34429	130482	1	164911	A
Chapel Hill/Carrboro Schools	34429	130482	1	164911	A
Chapel Hill/Carrboro Schools	34429	172770	1	207199	A
Chapel Hill/Carrboro Schools	592930	578577	1	1171507	A
Chapel Hill/Carrboro Schools	352519	492697	1	845216	A
Chapel Hill/Carrboro Schools	606501	737408	1	1343909	A1
Chapel Hill/Carrboro Schools	537900	707096	1	1244996	A1
Chapel Hill/Carrboro Schools	111726	352466	1	464192	A1
Chapel Hill/Carrboro Schools	112900	384000	1	496900	A
Chapel Hill/Carrboro Schools	112400	362700	1	475100	A
Chapel Hill/Carrboro Schools	111901	389493	1	501394	A
Chapel Hill/Carrboro Schools	112700	390000	1	502700	A
Chapel Hill/Carrboro Schools	80107	84900	2	165007	A
Chapel Hill/Carrboro Schools	112421	428604	1	541025	A1
Chapel Hill/Carrboro Schools	66246	168136	1	234382	A
Chapel Hill/Carrboro Schools	84747	174793	1	259540	A1

Chapel Hill/Carrboro Schools	112905	386821	1	499726	A
Chapel Hill/Carrboro Schools	1783900	8715900	3	10499800	A1
Chapel Hill/Carrboro Schools	4	0	null	4	A
Chapel Hill/Carrboro Schools	549130	7358220	3	7907350	A
Chapel Hill/Carrboro Schools	366087	2472056	4	2838143	A
Chapel Hill/Carrboro Schools	54258	0	null	54258	A
Chapel Hill/Carrboro Schools	74379	75148	1	149527	A
Chapel Hill/Carrboro Schools	5	0	null	5	A
Chapel Hill/Carrboro Schools	810185	4640689	3	5450874	A
Chapel Hill/Carrboro Schools	86117	4890	null	91007	A
Chapel Hill/Carrboro Schools	139901	533216	1	673117	A
Chapel Hill/Carrboro Schools	1453694	0	null	1453694	E
Chapel Hill/Carrboro Schools	472121	902251	5	1374372	A
Chapel Hill/Carrboro Schools	916390	780426	2	1696816	A
Chapel Hill/Carrboro Schools	340000	0	null	340000	A
Chapel Hill/Carrboro Schools	162259	397258	1	559517	A
Chapel Hill/Carrboro Schools	47119	0	null	47119	A
Chapel Hill/Carrboro Schools	138638	817844	1	956482	A
Chapel Hill/Carrboro Schools	1783900	8715900	3	10499800	A1
Chapel Hill/Carrboro Schools	null	null	null	null	null
Chapel Hill/Carrboro Schools	56813	100961	1	157774	A
Chapel Hill/Carrboro Schools	1159275	1103190	1	2262465	E
Chapel Hill/Carrboro Schools	50834	0	null	50834	A
Chapel Hill/Carrboro Schools	114983	154307	1	269290	A
Chapel Hill/Carrboro Schools	2	0	null	2	A
Chapel Hill/Carrboro Schools	122029	0	null	122029	A
Chapel Hill/Carrboro Schools	411938	0	null	411938	E
Chapel Hill/Carrboro Schools	160855	644163	1	805018	A

Chapel Hill/Carrboro Schools	3404600	11696300	3	15100900	A1
Chapel Hill/Carrboro Schools	1783900	8715900	3	10499800	A1
Orange County Schools	null	null	null	null	null
Orange County Schools	null	null	null	null	null
Chapel Hill/Carrboro Schools	182728	0	null	182728	A
Chapel Hill/Carrboro Schools	203206	596749	1	799955	A
Chapel Hill/Carrboro Schools	3404600	11696300	3	15100900	A1
Chapel Hill/Carrboro Schools	70393	139263	2	209656	A
Chapel Hill/Carrboro Schools	105343	0	null	105343	A
Chapel Hill/Carrboro Schools	41950	0	null	41950	A
Chapel Hill/Carrboro Schools	414968	0	null	414968	E
Chapel Hill/Carrboro Schools	836800	733900	2	1570700	A
Chapel Hill/Carrboro Schools	1	0	null	1	A1
Chapel Hill/Carrboro Schools	103008	250463	1	353471	A
Chapel Hill/Carrboro Schools	975343	0	null	975343	E
Chapel Hill/Carrboro Schools	146900	528900	1	675800	A
Chapel Hill/Carrboro Schools	28125	526160	1	554285	A
Chapel Hill/Carrboro Schools	null	null	null	null	null
Chapel Hill/Carrboro Schools	1	0	null	1	A1
Orange County Schools	null	null	null	null	null
Chapel Hill/Carrboro Schools	null	null	null	null	null
Chapel Hill/Carrboro Schools	0	0	null	0	E
Chapel Hill/Carrboro Schools	47908	117716	1	165624	A1
Chapel Hill/Carrboro Schools	107116	282648	1	389764	A1
Chapel Hill/Carrboro Schools	75834	107682	1	183516	A
Chapel Hill/Carrboro Schools	219733	0	null	219733	A
Chapel Hill/Carrboro Schools	166974	543174	1	710148	A
Chapel Hill/Carrboro Schools	1211018	0	null	1211018	E
Chapel Hill/Carrboro Schools	null	null	null	null	null

Chapel Hill/Carrboro Schools	1	0	null	1	A
Chapel Hill/Carrboro Schools	3404600	11696300	3	15100900	A1
Orange County Schools	null	null	null	null	null
Chapel Hill/Carrboro Schools	23508	0	null	23508	A
Chapel Hill/Carrboro Schools	146900	545948	1	692848	A
Chapel Hill/Carrboro Schools	47974	0	null	47974	A
Chapel Hill/Carrboro Schools	911627	0	null	911627	E
Chapel Hill/Carrboro Schools	21367	0	null	21367	A
Chapel Hill/Carrboro Schools	245743	865268	1	1111011	A
Chapel Hill/Carrboro Schools	130268	376543	1	506811	A
Chapel Hill/Carrboro Schools	51598	187621	1	239219	A
Chapel Hill/Carrboro Schools	1	0	null	1	A1
Chapel Hill/Carrboro Schools	null	null	null	null	null
Chapel Hill/Carrboro Schools	203418	34495	1	237913	A

FARMUSE	USEVALUE	DEEDREF	LEGALREF	DATESOLD	TAXSTAMPS	STAMPVALUE
null	0	4283/190	null	5/16/2007 0:00	378	189000
null	0	3799/112	null	7/6/2005 0:00	340	170000
null	0	2591/552	null	5/17/2002 0:00	208	104000
null	0	3471/546	null	6/21/2004 0:00	530	265000
null	0	5087/519	null	12/30/2010 0:00	NaN	NaN
null	0	5339/195	null	3/29/2012 0:00	320	160000
null	0	3692/513	null	3/11/2005 0:00	338	169000
null	0	2615/408	null	6/11/2002 0:00	258	129000
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TOWN OF CHAPEL HILL
NORTH CAROLINA

MEMORANDUM

Meeting Date: 06/08/2015
AGENDA #16

TO: Roger L. Stancil, Town Manager

FROM: Mary Jane Nirdlinger, Planning and Sustainability
John Richardson, Planning Manager for Sustainability
Megan Wooley Ousdahl, Community Sustainability Planner

SUBJECT: Consider the Proposed Obey Creek Development Agreement

Staff Recommendation

- That the Council enact the Ordinance to approve the Obey Creek Development Agreement.

Background

- Obey Creek is a proposed mixed-use development located along US 15-501 South across from Southern Village; the Obey Creek site is under consideration for a development agreement. The Council has negotiated with the applicant (East West Partners) to draft this development agreement which, if approved, would govern and regulate development on the western 44-acre portion of the Obey Creek site.
- The Development Agreement process, adopted by Council in March 2013, consists of two sequential phases: an exploratory phase and a negotiation phase. The exploratory phase includes a technical review of the issues related to a potential development and concludes with a staff recommendation whether to proceed to the negotiation phase.
- On November 3, 2014, the Council authorized the Manager and Attorney to enter into the negotiation phase of the Development Agreement process with the applicant, East West Partners. The Technical Team's Phase 1 report identified issues to be addressed during the negotiation phase.
- The Council held seven negotiation sessions with the applicant on the Obey Creek development agreement: November 13, December 8, 2014, February 12, February 26, March 12, March 25, and April 8, 2015. An informational meeting was held on January 8, 2015; a facilitated discussion was held on January 23, 2015; and a work session was held on April 8, 2015. A conversation between the Council, applicant, and Advisory Board and Commission members was held on April 30, 2015.
- On May 6, 2015, the Town submitted a letter to NCDOT requesting fully signalized access on US 15/501 at Sumac Road and the entrance to the proposed Obey Creek development. The Technical Memorandum from HNTB was submitted as an attachment. NCDOT provided a response on May 25, 2015 which outlined required improvements for granting full access. On June 3, 2015, the Town provided an additional response to NCDOT. See Attachments 20-23.
- The public hearing was opened on May 18, 2015 and continued to tonight.
- The discussions between the Council and the applicant have been captured in the proposed Obey Creek Development Agreement which is being considered tonight.

- More information about the Obey Creek development agreement process can be found at www.townofchapelhill.org/obeycreek.

Attachments

- Staff Memorandum: Evaluation of Proposed Obey Creek Development Agreement
- Ordinance Enacting the Development Agreement
- Resolution of Continued Action
- Proposed Obey Creek Development Agreement
- Exhibits to the Development Agreement
    - Exhibit A: Obey Creek Map: Land Parcel Areas
    - Exhibit B: Boundary Map of the Developed Property
    - Exhibit C: Boundary Map of the Entire Property
    - Exhibit D: Legal Description of the Developed Property
    - Exhibit E: Legal Description of the Entire Property
    - Exhibit F: Boundary Map of the Town-Owned Property
    - Exhibit G: Legal Description of the Town-Owned Property
    - Exhibit H: Obey Creek Site Map
    - Exhibit I: Development Agreement Compliance Permit Application
    - Exhibit J: The Village at Obey Creek Design Guidelines
    - Exhibit K: Traffic Impact Study
    - Exhibit L: Summary of Trip Generation Data
    - Exhibit M: Diagram of South Columbia/US 15-501 Fordham Boulevard Interchange Restriping
    - Exhibit N: Proposed Crossing for Oteys Road
    - Exhibit O: Wilson Creek Preserve Boundary
    - Exhibit P: Restoration Area Map
- Letter from the Town requesting a fully signalized access on US 15-501 at Sumac Road/Proposed Entrance to the Obey Creek Development (dated May 6, 2015)
- Technical Memorandum from HNTB regarding the TIS analysis for Obey Creek and the proposed Southern Village Park and Ride Lot redevelopment (date April 7, 2015)
- Response from NCDOT regarding the Town's request (dated May 25, 2015)
- Response from the Town to NCDOT's letter (dated June 3, 2015)

TOWN OF CHAPEL HILL
NORTH CAROLINA

MEMORANDUM

TO: Roger L. Stancil, Town Manager

FROM: Mary Jane Nirdlinger, Planning and Sustainability
John Richardson, Planning Manager for Sustainability
Megan Wooley Ousdahl, Community Sustainability Planner

SUBJECT: Evaluation of Proposed Obey Creek Development Agreement

INTRODUCTION

On May 18th, the Town Council opened a public hearing on the Obey Creek Development Agreement, following many months of dialogue between members of the public, the Council, and the development team. Much effort has gone into understanding the complexities of this project and its implications for the Town of Chapel Hill and its environs.

On May 18th, the Town Council received a staff of the key issues consistently identified by multiple participants. It also provided information related to those issues and an evaluation of the relative impacts and connections between issues. Our goal continues to be to provide the Council with an understanding of how the Development Agreement could, on balance, address these critical issues in the best interests of Chapel Hill and what the relative trade-offs and uncertainties are at this time.

The evaluation specifically addressed the relationship and risks related to: Scale of development; Place-making; Fiscal impacts; Transportation; Transit; and Affordable Housing. A few additional points are addressed below, in response to the recent updates to the Agreement and questions raised at the public hearing. Additional information regarding the petition presented at the public hearing is attached.

Tonight, we recommend adoption of the Development Agreement as well as adoption of a resolution of continuing action to address the topics that reach beyond the limits of the Obey Creek Development Agreement.

KEY ISSUES

Scale of Development

In the May 18, 2015 memo, we wrote:

> "Our understanding of the balance between the overall size of the development and the benefits incurred to the community rests on three general assumptions:

1. Certain aspects of the development are “fixed” regardless of the size of development:
    a. The general layout of streets, their cross-sections, and amenities (such as sidewalks, curb and gutter, tree plantings) must be provided whether or not the development is built to the minimum size or the maximum size.
    b. Dedication of the Wilson Creek Preserve; quarry remediation; and on-going maintenance of the Preserve would take place, regardless of the size of the development.
    c. Site clearing and grading costs would remain relatively constant whether the minimum or maximum is built.
    d. High-quality stormwater management infrastructure, soil erosion, and control measures are desired by the Town whether the minimum or maximum is built.

2. Certain aspects of the development can vary or be scaled with the size of the development:
    a. Additional parks, amenities, and programming could be scaled back if the development were smaller.
    b. Affordable housing units could be scaled down commensurate with a reduction in total residential supply,
    c. Transportation improvements beyond those directly attributable to the site (i.e. off-site improvements that are not focused on the intersections at the site or closest to the site) could be scaled back because of the diminishing impact of Obey Creek relative to background and regional traffic,
    d. Transit service would be desired by the Town at any size; the full demand would vary based on the mix and size of the development.

3. Certain benefits or investments are all-or-nothing costs:
    a. The pedestrian bridge cannot be phased or scaled back.
    b. The slip road and associated landscaping could not be scaled back.
    c. Partial implementation of sidewalks, sidepaths, greenways, or trails would not be desired.

With this understanding, we believe there is a base investment in the project that brings many significant community benefits that are paid for through higher range of development levels. A reduction in the overall scale of the development would require a renegotiation and rebalancing of the standards contained in the current Development Agreement, with the likely impact of reducing the “scalable” or “all or nothing” items outlined in numbers 2 and 3 above.

The draft Obey Creek Development Agreement links improvements with levels of development, recognizing that most of the improvements are tied to early phases of development. For instance, the community and Council expressed an interest in linking the early public access to Wilson Creek Preserve and the restoration of the quarry with site clearing and construction. Therefore, this major amenity represents a significant early investment in mitigation measures. Similarly,

the traffic improvements and the pedestrian and bicycle bridge are linked to the early phases of the development. The links between mitigation measures and phasing attempt to assure concurrence between growth and community benefits."

The Developer shared this information[1] at the public hearing:

A smaller project could reduce fiscal benefits to the town, place-making, and amenities

The up-front fixed costs (on and off=site work) cost about $29,000,000 and include: Grading and Clearing; On-Site Roads and Bike/Ped Facilities; Utilities; Pedestrian Bridge; Off-Site Road Improvements; Stormwater and Erosion Control; Park and Open Space Development; and do not include land, buildings or parking.

Assuming a 1/3 reduction in programming creates a reduction in income by about 1/3, the project would have a $9.6 Million gap. The following could be reduced to meet that gap:

Affordable Rental Housing:	$2 million
Park Development/Maintenance:	$1.5 million
Pedestrian Bridge:	$1.5 million
Above Code Erosion Control:	$1 million
Stormwater Reuse:	$.5 million
Oteys HAWK Signal/Dogwood Acres	$125,000
Total:	$6.625 million
Which still leaves a difference of:	$3 million

To find an additional $3 million in savings, the Developer would consider the following: Surface Parking Lots; Reduced Landscaping Requirements; No Slip Street; no Side Path Along 15-501; Less Energy Efficiency; Exposed Parking Decks; Less Expensive Building Materials.

On the benefits side, the current proposal provides: 85 acre preserve; an urban park; affordable housing; enhanced stream protection; connectivity; fiscal impacts.

The Council was asked to consider additional levels of development and what those impacts might be on the overall balance of uses, revenues and place.

The Town staff provided additional analysis to the Council on June 3, 2015 on the traffic and fiscal impacts of a reduced program.

While both show a continued positive fiscal revenue stream to the Town, Orange County, and the Chapel Hill-Carrboro City Schools, the impacts and benefits are relatively proportional to the size of the development.

[1] http://chapelhill.granicus.com/MetaViewer.php?view_id=7&clip_id=2403&meta_id=98090

The mitigation measures for traffic are less scalable, with similar mitigations for any development between 1 million square feet and 1.6 million square feet; most of those mitigation measures occur at the site's driveways and would be subject to final NCDOT approval. The staff would not recommend a reduction in the connectivity for bicycle, pedestrian, transit, or out-lying improvements based on a 500,000 square foot reduction in size. The requirement for additional left turn lanes from 15-501 into the site could be reduced by a smaller development, but that would be determined during the driveway permit application process with NCDOT.

Place-Making and the Design Guidelines

The Design Guidelines have been updated to reflect the Council's interest in clear information about heights, building stories, and location of uses. The new information shows a maximum of four stories along 15-501 with specific maximum heights per story (see pages 30 and 31 of the Design Guidelines).

We requested a final review of the Development Agreement by Victor Dover and James Dougherty of Dover, Kohl & Partners, as representatives of the Technical Team, for consistency with their guidance and review of the negotiations process. Their communication in support of the project is attached.

Transportation

The Town requested authorization for a full-access intersection at Sumac and 15-501 and received a response from NCDOT on May 25, 2015, authorizing the construction of a full-movement. This authorization was based on the understanding that additional development could occur on the western side of 15-501 in the future and the conditions of the authorization are subject to future driveway permit applications and review as well as the specific changes in the future.

The Town staff has responded to the NCDOT's letter to offer points of clarification and that response is attached to the staff memorandum titled "Consider the Obey Creek Development Agreement."

It is the staff's recommendation that the Town Council continue to engage in regional discussions about traffic improvements in this area and to focus on building our transit and bicycle and pedestrian facilities town-wide to encourage alternate forms of transportation in Chapel Hill. These points are included in the attached Resolution of Continuing Action.

ANALYSIS

The May 18, 2015 staff evaluation offered an analysis of the relationship between the key issues, and the goals of the community. It addressed the value of place-making, the positive fiscal impacts of a development at Obey creek, the additional benefits offered by the project, and the complementary planning that can continue to take place at Southern Village.

Many of the improvements provided by Obey Creek, including a pedestrian and bicycle bridge over 15-501, new greenway and recreational opportunities, a growing transit node, and new property tax base, will provide a synergy with Southern Village.

The analysis identified key goals of the Town met by this project:

- The Wilson Creek Preserve, to be owned by the Town and maintained by the Developer is an 85-acre amenity that will protect streams, landscape, and provide an area for recreation and natural habitat.
- The opportunity to concentrate economic development on a major corridor with transit service protects the existing neighborhoods and encourages their continued re-investment.
- The place-making strategies in the Agreement provide community oversight as the development unfolds while guiding a well-designed, landscaped, and attractive development that balances human-scale design at the street level with density at the core.
- The Chapel Hill-Carrboro City Schools will receive substantial property tax revenues, supporting one of our key institutions.

The work that has been done since May 18, 2015 further refines the Development Agreement and responds to many of the issues raised at the public hearing.

CONCLUSION

There will continue to be mixed opinions on the relative merits of the Obey Creek project and its anticipated impacts.

On the whole, we have heard many perspectives from the community, the Council, the developer, the Technical Team, and Town staff about the key issues above as well as the other areas covered in the Agreement.

On balance, we believe that there has been sufficient information presented for the Council to consider and weigh the relative merits of these points of view, the information in the record to date, and to consider how to move forward. Therefore, we have done our best to understand the interests at play and to make our best recommendation for the future of Chapel Hill.

We have used our professional judgement to suggest specific standards that we believe protect the Town’s interests and allow a certain degree of flexibility to respond to conditions that will inevitably change over a twenty-year Agreement.

RECOMMENDATIONS

Tonight, we recommend that the Council approve the Obey Creek Development Agreement and exhibits.

We further recommend that, beyond Obey Creek, the Council approve the Resolution of Continuing Action focus on the policy efforts that support a balanced future for Chapel Hill, specifically:

- Continued discussion and work with NCDOT to identify the best projects to mitigate regional traffic impacts within the borders of Chapel Hill;
- Continued investment in the bicycle, parks, recreation, and greenways plans that support alternative transportation and connectivity within Chapel Hill;
- Continued investment in the Chapel Hill Transit system to provide alternatives to personal vehicles;
- Continued support for our single-family residential neighborhoods to ensure connections to the more developed areas of Chapel Hill while preserving the character of those older neighborhoods;
- Additional support of design guidelines and other tools to guide the place-making in our future focus areas.
- Continued work with NCDOT as per the staff response letter dated June 3, 2015 regarding granting full access to Sumac Road.

We recommend that an update be provided to the Council during the Town staff presentation of each Annual Report for the Development Agreement and that interim reports be provided on specific projects as updated information becomes available.

ATTACHMENTS

- Petition Submitted at the Public Hearing
- Additional Information about the Petition
- Development Agreement Review by Dover, Kohl & Partners

Table 1: Studies and Reports for the Obey Creek Development Agreement

Topic	Reports
Fiscal Impacts	Retail Market Study[2] (Development Concepts, Inc. – July 2011)
	Obey Creek Fiscal Impact Analysis (Business Management Department, Town of Chapel Hill – October 2014) - Staff memorandum: Preliminary Fiscal Impact Report[3] (October 1, 2014) - Staff Memorandum: Adjustments/Corrections to Preliminary Fiscal Analysis[4] (October 30, 2014) - Obey Creek Fiscal Impact Analysis - Presentation[5]
Relative impacts of development under Current Zoning (single-family residential)	Obey Creek Fiscal Impact Analysis Template[6] (Business Management Department, Town of Chapel Hill – October 2014) – See page 5.
	Traffic Impact Study[7] (HNTB, August 2014)
Transit Study and Analysis	Obey Creek Financial Analysis for Transit costs based on Trip Generation Analysis[8] (Business Management Department, Town of Chapel Hill – May 2015)
Mixed-Use Development	Special Topic Presentation: Design for a Changing World: The Practicality of Placemaking[9] (Victor Dover – August 2013)
Design Guidelines with height/typology/architectural standards	The Design Guidelines can be found at www.townofchapelhill.org/obeycreek

[2] Retail Market Study: http://www.townofchapelhill.org/home/showdocument?id=10550
[3] Preliminary Fiscal Impact Report: http://www.townofchapelhill.org/home/showdocument?id=27771
[4] Adjustments to Preliminary Fiscal Impact Report: http://www.townofchapelhill.org/home/showdocument?id=27773
[5] Obey Creek Fiscal Impact Analysis – Presentation: http://www.townofchapelhill.org/home/showdocument?id=24729
[6] Obey Creek Fiscal Impact Analysis Template: http://www.townofchapelhill.org/home/showdocument?id=24906
[7] Traffic Impact Study: http://www.townofchapelhill.org/home/showdocument?id=27096
[8] Obey Creek Financial Analysis for Transit: http://www.townofchapelhill.org/home/showdocument?id=27775
[9] Special Topic Presentation: http://chapelhill.granicus.com/MediaPlayer.php?view_id=11&clip_id=1905

Natural Environment	Environmental Assessment Report[10] (BioHabitats – September 2014)
Technical Team Reports	Final Phase I Report[11] (October 2013)
	Technical Team Report Addendum[12] (June 2014)
Community Reports	Chapel Hill 2020 Comprehensive Plan – South 15-501 Discussion Group Principles[13] (June 2012) – See page 75.
	Obey Creek Compass Committee Final Report[14] – December 2013

[10] Environmental Assessment Report: http://www.townofchapelhill.org/home/showdocument?id=24489
[11] Final Phase I Report – Technical Team: http://www.townofchapelhill.org/home/showdocument?id=21129
[12] Technical Team Report Addendum: http://chapelhillpublic.novusagenda.com/Bluesheet.aspx?itemid=2805&meetingid=270
[13] Chapel Hill 2020 Comprehensive Plan: http://www.townofchapelhill.org/home/showdocument?id=15001
[14] Obey Creek Compass Committee Final Report: http://www.townofchapelhill.org/home/showdocument?id=21723

Table 2: Guide to Draft Development Agreement and Goals, Policies, and Survey

Table 2 organizes the elements of the Development Agreement by the Council's Goals, Policies and Community Survey Responses, which provide an indication of the community's overall interests.

	Obey Creek Development Agreement	Council Goals, Policies, and Community Survey Responses
	**Create a Place for Everyone**	
1	Provides affordable housing, both rental and for-sale *Section 5.2*	- Council Goal: Adopt and implement affordable housing strategies - Affordable Housing Strategy - Affordable Rental Housing Strategy - Inclusionary Zoning Ordinance - South 15-501 Discussion Group – General Principle: Respond to demonstrated needs of the great Chapel Hill community
2	Provides market-rate housing (townhomes and apartments) *Section 5.1 and Exhibit E: Design Guidelines*	- South 15-501 Discussion Group – General Principle: Respond to demonstrated needs of the great Chapel Hill community - South 15-501 Discussion Group – Area-Specific Principle: Promote possibility of workforce housing or accommodations for other identified community needs, such as senior citizen housing
	**Facilitate Getting Around**	
3	Provides bicycle and pedestrian facilities (such as sidewalks and bike lanes) on US 15-501 between Market Street and Sumac Road and along the property frontage *Section 5.4*	- Council Goal: Adopt and implement a Bike Plan - Council Goal: Initiate a Pedestrian Plan - Compass Committee Aspiration: Encourage increased bicycle and pedestrian connectivity among southern area neighborhoods, schools, community facilities, parks, and the broader Chapel Hill-Carrboro area.
4	Provides greenways and sidepaths throughout the site *Section 5.10*	- Greenways Master Plan - South 15-501 Discussion Group – Area-Specific Principle: Promote greenways, particularly along and near creeks - Compass Committee Aspiration: Expand

		bike and pedestrian recreational opporutnities by creating a safe, convenient and connected network of bike/ped facilities including an Obey Creek greenway.
5	Builds Pedestrian and Bicycle Bridge across US 15-501 – 12 feet wide *Section 5.11*	- Council Goal: Adopt and implement a Bike Plan - Council Goal: Initiate a Pedestrian Plan - South 15-501 Discussion Group – General Principle: Improve bicycle and pedestrian connectivity among neighborhoods, schools, community facilities, parks, and across 15-501 - Compass Committee Aspiration: To see development occur on the east and west sides of South 15-501 that facilitates a sense of "place," allowing safe and pleasant crossings for pedestrians, bicycles and other forms of non-motorized transportation. - Compass Committee Aspiration: Create an iconic entranceway bridge that serves as a physical gateway to Chapel Hill and an architectural landmark for the area. - Compass Committee Aspiration: We want people travelling from the south to know they have arrived in Chapel Hill.
6	Annual contribution of $0.02 per square foot of completed heated building area for transit improvements. The contribution shall be adjusted annually with the Consumer Price Index. *Section 5.4(e)*	- Council Goal: Adopt a sustainable transit financial plan in partnership with UNC-Chapel Hill and Carrboro - South 15-501 Discussion Group – General Principle: Plan for increased use of transit
7	Builds a bus-pullout and facilities at the Obey Creek site *Section 5.4(e)*	- Council Goal: Adopt a sustainable transit financial plan in partnership with UNC-Chapel Hill and Carrboro - South 15-501 Discussion Group – General Principle: Plan for increased use of transit
8	Contributes $125,000 to fund improvements at Dogwood Acres Drive and Oteys Road *Section 5.4(g)*	- Council Goal: Adopt and implement a Bike Plan - Council Goal: Initiate a Pedestrian Plan - South 15-501 Discussion Group – General Principle: Minimize traffic impact on neighborhoods surrounding the

		study area and along 15-501
9	Implementation of Traffic Signal System Improvements *Section 5.4(d)(2)*	- Compass Committee Aspiration: We want our roadways to work.
10	Construction of turn lanes at US 15-501/Market Street/Obey Creek site driveway *Section 5.4*	- Compass Committee Aspiration: Accommodations for additional vehicles and changing traffic patterns for vehicles coming to and through the area are not made at the expense of connectivity and mobility.
	**Develop Good Places, New Spaces**	
11	Mixed-use community with access to retail, open spaces, and connections to Southern Village *Section 5.1, 5.4, 5.8, and 5.9*	- South 15-501 Discussion Group – General Principle: Respond to demonstrated needs of the great Chapel Hill community - South 15-501 Discussion Group – Area-Specific Principle: Meet community needs with new development (mixed use) focused on commercial rather than residential - South 15-501 Discussion Group – Area-Specific Principle: Utilize clustered, compact development to maximize open space preservation - Compass Committee Aspiration: Development at this site should contribute to an integrated southern Chapel Hill, work synergistically with Southern Village Market Street, increase connectivity of community across South 15-501, and expand opportunities within the southern part of town. - Compass Committee Aspiration: Construction on the Obey Creek parcels should be designed to create a walkable, human-scale development that adds to, integrates with and build upon the existing communities of southern Chapel Hill.
12	Unified Design Guidelines for the site *Section 5.1 and Exhibit E: Design Guidelines*	- South 15-501 Discussion Group – Area-Specific Principle: Promote architectural diversity and quality with design guidelines -

	Nurture Our Community	
13	Stormwater Management which exceeds the County's requirements *Section 5.3* Sediment and erosion control standards that exceed the Orange County requirements *Section 5.18*	- South 15-501 Discussion Group – General Principle: Preserve and enhance natural resources (make public) including water quality and stormwater
14	Provision of multiple park spaces throughout the site including Highland Park, Overlook Park, and a linear park along Wilson Creek Lane *Section 5.8 and 5.9*	- 2013 Community Survey response: Overall quality of Town parks and recreation programs and facilities should receive the most emphasis from Town leaders over the next two years
15	Wilson Creek Preserve – Preservation of 85 acres of open space that will be maintained by the Master Owners Association at no cost to the Town *Section 5.12*	- South 15-501 Discussion Group – General Principle: Preserve and enhance natural resources (make public) including water quality and stormwater - South 15-501 Discussion Group – Area-Specific Principle: Utilize clustered, compact development to maximize open space preservation - South 15-501 Discussion Group – Area-Specific Principle: Maximize permanent preservation of open space - Compass Committee Aspiration: Preserving land on the east side of Wilson Creek will protect area waterways, preserve wildlife corridors and provide recreation opportunities for the Town – including a greenway along the creek. - Compass Committee Aspiration: Existing conditions create the opportunity to design a development built in harmony with nature and Wilson Creek. - Compass Committee Aspiration: The land east of the creek has the potential to become a destination park that would draw people to the site on its own merits.
16	Restoration of the quarry in the Wilson Creek Preserve *Section 5.13*	- South 15-501 Discussion Group – General Principle: Preserve and enhance natural resources (make public) including water quality and stormwater -

	Support Community Prosperity and Engagement	
17	Additional opportunities for retail and office space *Section 5.1 and Exhibit E: Design Guidelines*	- Council Goal: Adopt strategies for adding office and retail tax base
18	Commitment to paying taxes on all property, including those that are tax-exempt *Section 5.5*	- Council Goal: Adopt strategies for adding office and retail tax base - Chapel Hill 2020 Goal: Balance and sustain finances by increasing revenues and decreasing expenses
19	Owners will petition for annexation of the Property into the limits of the Town of Chapel Hill *Section 5.23*	- Council Goal: Adopt strategies for adding office and retail tax base - Chapel Hill 2020 Goal: Balance and sustain finances by increasing revenues and decreasing expenses
20	Solid waste management will be provided by the Owners at no cost to the Town *Section 5.15*	- Chapel Hill 2020 Goal: Balance and sustain finances by increasing revenues and decreasing expenses

Evaluate Impacts & Benefits of Multiple Development Scenarios for Obey Creek

Petition published by Citizens of Southern Chapel Hill on Apr 26, 2015

Background (Preamble):

In 2013, the Chapel Hill Town Council voted to enter into a Development Agreement process with Obey Creek Ventures to negotiate development specifications for a site located on South 15-501, across from the Southern Village (SV) Park & Ride and Southern Area Community Park.

The developer's proposal envisions a large project concentrated on 34 acres:

?Up to 1.6 million sq ft of buildings; this is five times larger than SV Market Street mixed-use core and 20% larger than Southpoint Mall.
?An additional 1.0 million sq ft of parking for more than 3800 parking spaces.
?Building heights ranging from 3 to 8 stories (up to height 120').
?Buildings similar in density and height to the UNC Hospital Campus.
?90% increase in 15-501 traffic at Market Street and Sumac Road intersections, adding more than 16,000 trips per day.

The purpose of this petition is to encourage Town Council, their staff and consultants to evaluate additional options and to use the resulting information to negotiate an optimal outcome for the town and its residents.

Petition Text:

Dear Mayor and Town Council:

As tax-paying citizens of Chapel Hill, we are concerned about the size and scale proposed by Obey Creek Ventures for southern Chapel Hill, and we believe Town Council will make a better decision if it evaluates more options than the minimum and maximum scenarios in the current proposal.

Therefore, we respectfully ask that Town Council engage their Technical Team to evaluate the impacts and benefits of multiple scenarios for development of the Obey Creek parcels so that Council can weigh the trade-offs between its competing priorities. A finer-grained understanding of the possibilities will enable Council to negotiate a better Development Agreement.

At a minimum, Council should request calculations for traffic generation and net revenue to the town for the following sized mixed-use developments, each with no more than 50 percent of square footage allowed for residential use:

450,000 sq ft (50% larger than the size of Southern Village mixed-use Core)
800,000 sq ft
1,000,000 sq ft

It is our belief that this level of due diligence - weighing the financial costs/ benefits to the town against the negative effects of traffic congestion and change in character of southern Chapel Hill - is in the best interest of both southern Chapel Hill and the town as a whole. Please make an informed decision.

Sincerely,

Citizens of Southern Chapel Hill

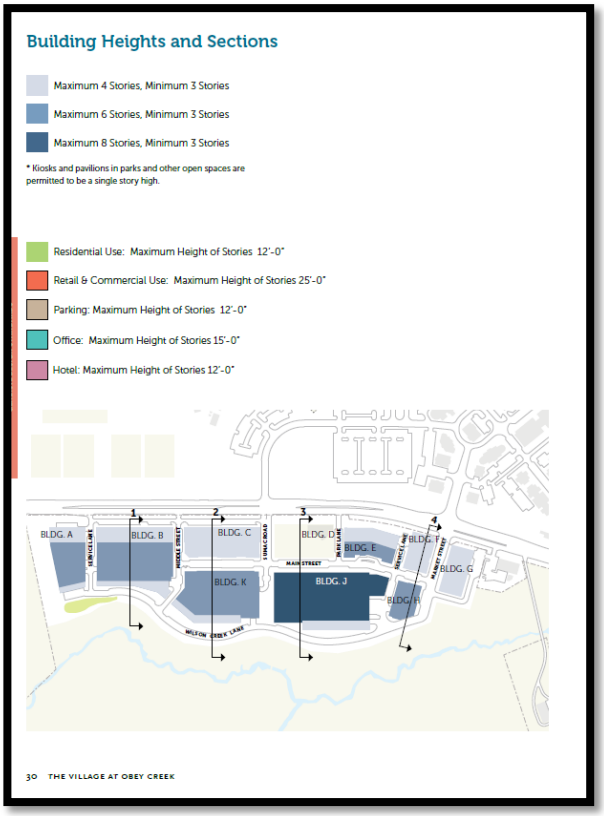
Powered by GoPetition

Review of the Petition Titled
"Evaluate Impacts & Benefits of Multiple Development Scenarios for Obey Creek"

This document prepared by: Office of Planning and Sustainability, Town of Chapel Hill
Last revised: June 3, 2015

Number (for reference)	The following items are listed in the "Background (Preamble)" section after "The developer's proposal envisions a large project concentrated on 34 acres:"	Additional Information
1	Up to 1.6 million square feet of buildings	The maximum total floor area is 1.6 million square feet. Section 5.1(e) of the Obey Creek Development Agreement also sets a minimum level of total floor area of 600,000 square feet and a midpoint of 1.4 million square feet.
2	This is five times larger than SV Market Street mixed-use core	Southern Village encompasses approximately 300 acres, and the developed portion of Obey Creek will encompass approximately 34 acres. The total square footage built in the village core of Southern Village as of March 2015, is 323,776; this includes office, retail, and residential uses. Southern Village has a total of 1,138 residential units with 250 apartments, 358 townhomes, and 530 single-family homes.
3	And 20% larger than Southpoint Mall	Southpoint Mall has a total retail square footage of 1,326,000 with 150 stores and 6,400 parking spaces.[1] Southpoint Mall encompasses approximately 90 acres. In addition to Southpoint Mall, retail is also located across Fayetteville Road in Renaissance Center. The Center is approximately 42 acres and has approximately 167,192 square feet.
4	An additional 1.0 million square feet of parking	Parking will be limited by the same parking requirements as the Town Center-1 zoning district (see Section 5.22(e)(4)(i) of the Development Agreement).
5	For more than 3800 parking spaces	The intention of the applicant is to have approximately 2,800 parking spaces at Obey Creek. This statement was included as a response to a Council member question about the number of

[1] http://www.ggp.com/properties/mall-properties/the-streets-at-southpoint

		estimated parking spaces at the development. This response can be found here[2], under question #15.
6	Building heights ranging from 3 to 8 stories (up to height 120')	Section 3: General Design Standards of the Design Guidelines (Exhibit J to the Development Agreement) limits the number of stories. A diagram on page 30 of the Design Guidelines specifies which buildings have a maximum of 4, 6, or 8 stories.  The building with a maximum of 8 stories is located on the site with the greatest topography change.
7	Buildings similar in density and height to the UNC Hospital Campus	Information about the UNC Campus Master Plan, including the UNC Hospital campus, can be found here[3].
8	90% increase in 15-501 traffic at Market Street and Sumac Road intersections	We are unsure of the source of this calculation. For the full Traffic Impact Study for the site, click here[4].
9	Adding more than 16,000 trips per day	The Traffic Impact Study shows that the site will generate a daily total raw trip generation of 25,672 trips. The total external vehicular trips (after internal capture, pass-by, and trip reduction)

[2] http://www.townofchapelhill.org/home/showdocument?id=27751
[3] http://www.fac.unc.edu/PlansPolicies/CampusMasterPlan
[4 and 5] http://www.townofchapelhill.org/home/showdocument?id=27112

		is 15,858 trips. The mitigation measures are based on these numbers, and more information about the measures can be found in the Traffic Impact Study[5] beginning on page24.

Regarding the Positive Evolution of the Obey Creek Development Agreement and Design Guidelines:

The Technical Team has had an opportunity to review the latest iterations of the Obey Creek Development Agreement (dated May 18, 2015) and the Village at Obey Creek Design Guidelines (also dated May 18, 2015) and offers the following observations.

The Obey Creek development team appears to have methodically and meticulously addressed concerns expressed in the past by the Technical Team, as expressed in previous Technical Team Memoranda. The latest iterations of the Obey Creek Development Agreement and the Village at Obey Creek Design Guidelines are significantly more fully developed, comprehensive and refined than past drafts.

Items that the Technical Team had expressed concern about previously, which the development team has positively resolved in the latest iterations of the Obey Creek Development Agreement and the Village at Obey Creek Design Guidelines include the following:

- An interconnected network of walkable and bike-friendly streets is currently provided for, as indicated in Vehicular Circulation and Bicycle Circulation maps, and in detailed street sections.
- Building fronts and backs are properly oriented to create high quality edges for public spaces, including 15-501 and Wilson Creek Preserve. Adequate glazing and appropriate primary door locations are stipulated to ensure necessary “eyes on the street”.
- Building heights are tuned to present a lower-rise format where visible from US 15-501. Taller buildings are placed further into the site.
- A variety of open spaces is allocated within convenient proximity of users.
- A robust and conveniently located mix of uses is provided to maximize on-site trip capture and to encourage walking and biking.
- A diverse range of residential types is provided, for a diverse population.
- Sites for civic functions are reserved.
- Attention is given to creating artful, beautiful, well-detailed public spaces.
- Projected traffic quantities have been scrutinized through a TIA analysis process, and accommodations made where necessary.
- Parking locations, quantities and configurations have been fine-tuned to provide adequate numbers of spaces while preserving high-quality street frontages and minimizing urban heat island effects.
- Transit contributions and accommodations are offered by the development team in a fashion designed to be commensurate with the quantity of development proposed.
- A strategy combining at-grade crossings and an elevated pedestrian / bicycle bridge has been formulated to facilitate movement by foot and bicycle across US 15-501.

- Linkage to regional bicycle and pedestrian trail systems has been given considerable design attention.
- Strategies have been formulated for addressing the site's post-development future stormwater quantity and quality.
- Adequacy and availability of public utility service has been confirmed.
- Commitment to the appropriate care and maintenance required for adjacent natural areas, including Wilson Creek Preserve, has been detailed.
- Opportunities have been designed for both future passive and active recreation.
- Significant provision has been negotiated for provision of affordable and workforce housing.
- Analysis has been performed by the Town to ensure adequate future revenues in proportion to municipal expenses incurred.
- Substantial thought has been given to maximizing the synergy between the Obey Creek development and potential future development on the Town owned Park and Ride Lot.

Regarding a Fully Signalized Intersection at US 15-501 and Sumac Rd:

One design variable that currently has not yet been finalized is the range of vehicular movement that will be permitted at the Intersection of Sumac Rd and US 15-501. Full movement at the intersection and the direct vehicular connectivity it would augment between Obey Creek and Southern Village are undoubtedly beneficial. When the time comes to finalize negotiations for configuration of this intersection for increased vehicular movement, the Technical Team advises that place-making continue to be a priority and that consideration should be given to ensuring that a high quality urban environment for walking and biking is maintained.

Care should be taken to avoid reconfiguring US 15-501, Obey Creek, Southern Village, or the Town's Park and Ride property into a more auto-oriented format at the expense of pedestrian and bicycle mobility any more than is absolutely necessary. In particular, the US 15-501 frontage roads / slip-streets are very useful to provide on-street parking in front of uses facing this large thoroughfare. If these frontage roads / slip streets are eliminated, the range of uses viable in these locations facing US 15-501 will be substantially reduced. If the frontage roads / slip lanes are, after negotiation, required to not connect directly to Sumac or Main Street (even with raised dividers preventing through movements across these streets) then the Technical Team recommends at a minimum to reserve the clear space needed for such connections in the future. Buildings should not be located in the current frontage road / slip lane alignments, so that their potential future implementation is not foreclosed.

Conclusions

The Technical Team believes that the Obey Creek development team has worked diligently to adequately address each concern raised throughout the course of the

Evaluation and Negotiation Phases. The current Obey Creek Development Agreement and the Village at Obey Creek Design Guidelines represent a high degree of refinement in the expression of current best practices for regulatory documents governing the creation of a new mixed-use, walkable development. The Technical Team believes that this high degree of care for place-making, maintained throughout the development process, should result in growth that will sustain a broad array of substantial long term benefits for the Town of Chapel Hill.

ORDINANCE
Approving the Obey Creek Development Agreement

AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT FOR THE OBEY CREEK DEVELOPMENT (Orange County Parcel Identifier Numbers 9787-13-0667; 9787-24-1209; 9787-14-4852; 9787-14-1770) (2015-06-08/O-5)

WHEREAS, North Carolina Statute Chapter 160A, Article 19, Part 3D authorizes a local government and a developer to enter into a development agreement to establish long term arrangements for the development of large scale development projects; and

WHEREAS, the Council of the Town of Chapel Hill has cooperatively negotiated with Obey Creek Ventures, LLC c/o East West Partners Management Company, Inc. to establish a Development Agreement to address development at the Obey Creek site and finds that the agreement is warranted, in order to achieve purposes of the Comprehensive Plan including but not limited to:

- Family-friendly, accessible exterior and interior places throughout to the town for a variety of active uses (Goal PFE.1)
- A range of housing options for current and future residents (Goal PFE.3)
- A welcoming and friendly community that provides all people with access to opportunities (Goal PFE.4)
- Balance and sustain finances by increasing revenue and decreasing expenses (Goal CPE.1)
- Promote a safe, vibrant, and connected (physical and person) community (Goal CPE.3)
- A well-conceived and planned, carefully thought-out, integrated, and balanced transportation system that recognizes the importance of automobiles, but encourages and facilitates the growth and use of other means of transportation such as bicycle, pedestrian, and public transportation options (Goal GA.1)
- A connected community that links neighborhoods, businesses, and schools through the provision of greenways, sidewalks, bike facilities, and public transportation (Goal GA.2)
- Make an adaptable transportation system to support both dense and suburban development (Goal GA.4)
- Create a comprehensive transportation system that provides everyone safe and reasonable access to all the community offers (Goal GA.5)
- A range of neighborhood types that addresses residential, commercial, social, and cultural needs and uses while building and evolving Chapel Hill's character for residents, visitors, and students (Goal GPNS.5)
- Open and accessible common spaces for community gathering, cultural uses, and community development (Goal GPNS.7)
- Future land use, form, and density that strengthen the community, social equity, economic prosperity, and natural environment (Goal GPNS.8)
- Maintain and improve air quality and water quality, and manage stormwater to heal local waterways and conserve biological ecosystems within the town boundaries and the Extra Territorial Jurisdiction (Goal NOC.2)

- Protect, acquire, and maintain natural/undeveloped open spaces and historic sites in order to protect wildlife corridors, provide recreation, and ensure safe pedestrian and bicycle connections (Goal NOC.3) ; and

WHEREAS, North Carolina General Statute Section 160A-400.22 requires that a Development Agreement established pursuant to Chapter 160A, Article 19, Part 3D of the General Statutes be approved by ordinance.

NOW, THEREFORE, BE IT ORDAINED by the Council of the Town of Chapel Hill:

SECTION I

That the Council approves the attached Development Agreement, on property identified as now or formerly Orange County Parcel Identifier Numbers 9787-13-0667; 9787-24-1209; 9787-14-4852; 9787-14-1770, and located generally to the east of US Highway 15-501; to the west of Wilson Creek; and to the north of Wave Road.

SECTION II

That the Council authorizes and directs the Town Manager to execute the attached Development Agreement on behalf of the Town; provided that the Manager is authorized to approve minor, non-substantive adjustments to the language that do not effect the meaning of any term of the Agreement prior to execution of the Agreement.

This the 8th day of June, 2015.

RESOLUTION A

A RESOLUTION ON CONTINUED ACTION FOR POLICY EFFORTS THAT SUPPORT A BALANCED FUTURE FOR CHAPEL HILL (2015-06-08/R-12)

WHEREAS, the Council of the Town of Chapel Hill has held discussions and negotiations on the Obey Creek Development Agreement; and

WHEREAS, these discussions have identified topics for further action that are not directly related to the development of the Obey Creek property; and

WHEREAS, the Council wishes to continue to emphasize place-making in its development and policy decisions; and

WHEREAS, the Council recognizes that regional conditions have a local impact and wishes to continue to address those regional conditions through ongoing state processes; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the Town of Chapel Hill that the Town Manager and staff shall support the Council's continued work on the following items:

- Continued discussion and work with NCDOT to identify the best projects to mitigate regional traffic impacts within the borders of Chapel Hill;
- Continued investment in the bicycle, parks, recreation, and greenways plans that support alternative transportation and connectivity within Chapel Hill;
- Continued investment in the Chapel Hill Transit system to provide alternatives to personal vehicles;
- Continued support for our single-family residential neighborhoods to ensure connections to the more developed areas of Chapel Hill while preserving the character of those older neighborhoods;
- Additional support of design guidelines and other tools to guide the place-making in our future focus areas;
- Continued work with NCDOT as per the staff response letter dated June 3, 2015 regarding granting full access to Sumac Road.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Town staff presentation of each Annual Report for the Obey Creek Development Agreement shall include an update on the items listed above, notwithstanding interim reports on specific projects.

This the 8th day of June, 2015.

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DRAFT Obey Creek Development Agreement
Last revised: June 3, 2015

The following document is a draft version of the Obey Creek development agreement.

This document was last revised on: June 3, 2015

- May 11, 2015 (tenth draft)
- April 30, 2015 (ninth draft)
- April 16, 2015 (eighth draft)
- April 9, 2015 (seventh draft)
- April 2, 2015 (sixth draft)
- March 20, 2015 (fifth draft)
- March 12, 2015 (fourth draft)
- February 19, 2015 (third draft)
- February 10, 2015 (second draft)
- January 7, 2015 (first draft)

For previous drafts, click here[1].

The following articles/sections have been revised, as of June 3, 2015. Revisions are highlighted in grey in the body of the document.

- Article 4: Terms
- Article 5: Specific Standards and Mitigation Measures
    - Section 5.1: Scale of Development and Uses Permitted
    - Section 5.2: Affordable Housing
    - Section 5.4: Transportation
    - Section 5.5: Fiscal Impacts
    - Section 5.8: Open Space and Parks
    - Section 5.10: Greenways and Sidepaths
    - Section 5.11: Pedestrian and Bicycle Bridge Across US Highway 15-501
    - Section 5.12: Wilson Creek Preserve
    - Section 5.14: Historic and Cultural Features
    - Section 5.17: Landscaping Standards
    - Section 5.23: Annexation
    - Section 5.24: Fire Code Standards
    - Section 5. 25: Historically Underutilized Businesses
    - Section 5.26: Annual Report

[1] Obey Creek Development Agreement – Meeting Materials webpage - http://www.townofchapelhill.org/town-hall/departments-services/planning-and-sustainability/development/development-agreement-projects/obey-creek-/obey-creek-meeting-materials

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DEVELOPMENT AGREEMENT

BY AND BETWEEN
OBEY CREEK VENTURES, LLC.

AND

THE TOWN OF CHAPEL HILL, NORTH CAROLINA

Effective Date: _____, 2015

Orange County Parcel Identifier Numbers:
9787-13-0667; 9787-24-1209;
9787-14-4852; 9787-14-1770

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EXHIBITS INCORPORATED BY REFERENCE

Exhibit A: Obey Creek Map: Land Parcel Areas

Exhibit B: Boundary Map of the Developed Property

Exhibit C: Boundary Map of the Entire Property

Exhibit D: Legal Description of the Developed Property

Exhibit E: Legal Description of the Entire Property

Exhibit F: Boundary Map of the Town-Owned Property

Exhibit G: Legal Description of the Town-Owned Property

Exhibit H: Obey Creek Site Map

Exhibit I: Development Agreement Compliance Permit Application

Exhibit J: The Village at Obey Creek Design Guidelines

Exhibit K: Traffic Impact Study

Exhibit L: Summary of Trip Generation Data

Exhibit M: Diagram of South Columbia/US 15-501 Fordham Boulevard Interchange Restriping

Exhibit N: Proposed Crossing for Oteys Road

Exhibit O: Wilson Creek Preserve Boundary

Exhibit P: Restoration Area Map

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STATE OF NORTH CAROLINA DEVELOPMENT AGREEMENT

COUNTY OF ORANGE

This Development Agreement (hereinafter the "Agreement") is made and entered into as of the ____ day of ____ 2015 by and between Obey Creek Ventures, LLC. ("Obey Creek Ventures") and the Town of Chapel Hill, North Carolina, a municipal corporation of the State of North Carolina.

ARTICLE 1. STATUTORY FRAMEWORK

1.1 North Carolina General Statutes (hereinafter "G.S.") 160A-400.20(a)(1) provides that "large-scale development projects often occur in multiple phases extending over a period of years, requiring a long-term commitment of both public and private resources."

1.2 G.S. 160A-400.20(a)(3) provides that "because of their scale and duration, such large-scale projects often require careful integration between public capital facilities planning, financing, and construction schedules and the phasing of the private development."

1.3 G.S. 160A-400.20(a)(4) provides that "because of their scale and duration, such large-scale projects involve substantial commitments of private capital by developers, which developers are usually unwilling to risk without sufficient assurances that development standards will remain stable through the extended period of development."

1.4 G.S. 160A-400.20(a)(5) provides that "because of their size and duration, such developments often permit communities and developers to experiment with different or nontraditional types of development concepts and standards, while still managing impacts on the surrounding areas."

1.5 G.S. 160A-400.20(a)(6) provides that "to better structure and manage development approvals for such large-scale developments and ensure their proper integration into local capital facilities programs, local governments need the flexibility in negotiating such developments."

1.6 In view of the foregoing, G.S. 160A-400.20(b) and 160A-400.22 expressly authorize local governments and agencies to enter into development agreements with developers pursuant to the procedures and requirements of G.S. 160A-400.20 through 160A-400.32, which procedures and requirements include approval of the development agreement by the governing body of the local government by ordinance after a duly noticed public hearing.

1.7 G.S. 160A-400.23 restricts the use of a development agreement to "property that contains 25 acres or more of developable property (exclusive of wetlands, mandatory buffers, unbuildable slopes, and other portions of the property which may be precluded from development at the time of the application)." G.S. 160A-400.23 further provides that "development agreements shall be of a term specified in the agreement, provided they may not be for a term exceeding 20 years."

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1.8 In addition to any force of law conferred upon this Agreement by North Carolina law related to local governments, the terms of this Agreement are also contractual in nature, are a significant inducement and consideration to enter into this Agreement, and may be enforced as contractual terms.

ARTICLE 2. DEFINITIONS

In the construction of this Agreement and its incorporated Exhibits, the following capitalized terms shall have the respective meanings set forth below wherever they appear in this Agreement. Except as otherwise provided in this Agreement, terms used in the relevant portions of the North Carolina General Statutes or the Town of Chapel Hill Land Use Management Ordinance ("LUMO") shall have the same meanings as employed in those statutes and ordinances.

2.1 *Agreement.* The word "Agreement" shall mean this Development Agreement.

2.2 *Annual Report*. The words "Annual Report" shall mean the annual report required by the Town pursuant to Section 4.12 and Section 5.26 of this Agreement.

2.3 *Crime Prevention Through Environmental Design*. The term "Crime Prevention Through Environmental Design" or "CPTED" shall describe the approach to deterring certain behaviors through the physical design of public and private areas.

2.4 *Council.* The word "Council," or "Town Council," shall mean the legislative body of the Town of Chapel Hill, which together with the mayor of the Town shall constitute the governing body of the Town.

2.5 *Design Guidelines.* The term "Design Guidelines," unless otherwise referenced, refers to Exhibit J: The Village at Obey Creek Design Guidelines, a binding Exhibit to the Development Agreement.

2.6 *Developed Property.* The term "Developed Property" shall mean those certain parcels of land, located along US 15-501 South and west of Wilson Creek, and as depicted in Exhibit A, Exhibit B, and Exhibit H. The Developed Property includes the developed portion of the Property, any public right-of-way and private streets that may be located within the boundaries described in Exhibit B and Exhibit H, and excludes the Wilson Creek Preserve (see Section 5.12).

2.7 *Developer Owner.* The term "Developer Owner" or "Developer Owners" shall mean Obey Creek Ventures, LLC, individually and collectively, and any successor in title who acquires a Parcel in fee simple from a Developer Owner whereby the transferring Developer Owner expressly assigns all of its rights and obligations as Developer Owner under this Agreement to the Person acquiring the Parcel from the Developer Owner, which assignment shall be recorded in the Registry. Any other Person who acquires a Parcel in fee simple title from a Developer Owner shall be a "Parcel Owner" and not a "Developer Owner."

2.8 *Development or Develop*. The words "Development" or "Develop" shall mean any activity on the Property involving, requiring, or consisting of: (i) the construction of a new building, and the construction or installation of other structures, roads, greenways or paved trails, sidewalks, parking lots, or utility infrastructures; (ii) the clearing or

alteration of land as an adjunct of such construction; or (iii) the expansion of an existing building.

2.9 *Development Agreement Compliance Permit*. The words "Development Agreement Compliance Permit" shall mean the permit issued by the Town Manager authorizing Development or portions thereof in accordance with this Agreement. A Development Agreement Compliance Permit required by this Agreement shall be in lieu of any Zoning Compliance Permit that might otherwise be required by Section 4.9 of the LUMO.

2.10 *Effective Date*. The word "Effective Date" shall mean the effective date of this Agreement, which is _____, 2015.

2.11 *Free soil*. The term "Free soil" shall mean on-site or imported soil amended to incorporate compost with a maximum compaction of 85%.

2.12 *Housing Voucher or Voucher*. The term "Housing Voucher" or "Voucher" shall mean a direct subsidy that assists very low-income families, the elderly, veterans, and the disabled to afford decent, safe, and sanitary housing in the private market. Housing assistance is provided on behalf of the family or individual, which allows participants to find their own housing, including single-family homes, townhouses and apartments.

2.13 *LUMO*. The term "LUMO" shall mean the Land Use Management Ordinance of the Town of Chapel Hill in effect as of the Effective Date.

2.14 *Manager.* The words "Manager" or "Town Manager" shall mean the Town Manager of the Town of Chapel Hill or his/her designee and anyone acting pursuant to authority vested by state statute or local ordinance to issue local permits for Development on behalf of the Town of Chapel Hill.

2.15 *Master Owners Association.* The term "Master Owners Association" shall mean an organization formed for the sole purpose of managing all shared or common elements of the Property and whose members consist of the Developer Owner and Parcel Owners or their elected representatives.

2.16 *Median Income or Area Median Income*. The term "Median Income" or "Area Median Income" shall describe the midpoint of income distribution that is divided into two exactly equal parts, one having incomes about the median and the other having incomes below the median as adjusted and published annually by the U.S. Department of Housing and Urban Development (HUD) for the Durham-Chapel Hill Metropolitan Statistical Area.

2.17 *National Association of City Transportation Officials or NACTO*. The term "National Association of City Transportation Officials" or "NACTO" shall describe the organization's guidelines as described in its publications *Urban Bikeway Design Guide* and *Urban Streets Design Guide.*

2.18 *Obey Creek Area or Obey Creek*. The term "Obey Creek Area" or "Obey Creek" shall describe the area identified in Exhibit B and Exhibit H.

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2.19 *Parcel*. The term "Parcel" shall mean each separately subdivided tract of the Property shown on a plat recorded in the Registry after the Effective Date and conveyed in fee simple title by a Developer Owner to a Person.

2.20 *Parcel Owner*. The term "Parcel Owner" shall mean the Person to whom a Developer Owner conveys fee simple title to a Parcel without a transfer of the rights as Developer Owner and each said Parcel Owner's successors and assigns in fee simple title.

2.21 *Participant or Participants.* The words "Participant" or "Participants" shall mean the Town, the Developer Owners, the Parcel Owners, if any, and the Representative.

2.22 *Party or Parties.* The words "Party" or "Parties" shall mean the Town and the Developer Owners. For purposes of this definition, a Parcel Owner is not a Party.

2.23 *Periodic Review.* The term "Periodic Review" shall have the meaning ascribed in Section 4.13 of this Agreement.

2.24 *Person.* The term "Person" shall mean a natural person, a corporation, limited liability company, a partnership, joint venture, a trust, or any other legal entity.

2.25 *Property.* The term "Property" shall mean those certain parcels of land, located along US 15-501 South, and as depicted in Exhibit B and Exhibit H attached hereto. The Property also includes any public right-of-way and private streets that may be located within the boundaries of Exhibit B.

2.26 *Registry*. The term "Registry" shall mean the Orange County Register of Deeds.

2.27 *Representative*. The word "Representative" shall mean a Person designated by Developer Owners to act for and on behalf of the Developer Owners and Parcel Owners wherever indicated and subject to the terms of this Agreement, and the Representative's successors and assigns. The Representative shall be responsible for coordinating and tracking the requirements of this Agreement and reporting same to the Parties herein pursuant to this Agreement to assure that the overall standards of this agreement are met by all parcel owners. As of the Effective Date, the Representative is Obey Creek Ventures, LLC. The Representative's successors and assigns shall mean a Person designated by the Developer Owners to replace the then existing Representative. The Developer Owners shall give written notice to the Town and Parcel Owners of any such replacement.

2.28 *Sidepath*. The term "Sidepath" shall mean a multi-use path or greenway trail located adjacent to a roadway. For the purpose of this Agreement, all sidepaths shall be a minimum of 10 feet wide, built with concrete, and adhere to AASHTO or NACTO standards for multi-use paths.

2.29 *State*. The term "State" shall mean the State of North Carolina.

2.30 *Structural soil*. The term "Structural soil" shall mean soil and aggregate mix of approximately 80%/20% ratio designed for supporting tree growth in urban conditions.

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2.31 *Town.* The words "Town" or "the Town" shall mean the Town of Chapel Hill in the Counties of Orange and Durham and the State of North Carolina and its successors in interest.

2.32 *Town Attorney*. The term "Town Attorney" shall mean the attorney for the Town.

2.33 *Town Regulations*. The term "Town Regulations" shall have the meaning ascribed in Section 4.5.

2.34 *Zoning Compliance Permit*. The term "Zoning Compliance Permit" or "ZCP" shall mean an administrative permit issued by the Town Manager authorizing the recipient to make use of existing buildings in accord with the requirements of the Land Use Management Ordinance as of the effective date of this Agreement.

ARTICLE 3. RECITALS

3.1 Obey Creek Ventures is the fee simple owner of those certain properties situated on US Highway 15-501 known as the "Obey Creek Area," as shown on Exhibit B and Exhibit C and described on Exhibit D and Exhibit E. The Town of Chapel Hill is the fee simple owner of that certain property situated in the Obey Creek Area, as shown on Exhibit F and described on Exhibit G.

3.2 Obey Creek Ventures has entered into a purchase agreement with the Mueller Partnership to acquire fee simple interest of that certain property situated on US Highway 15-501 known as the "Mueller Property," as shown on Exhibit B and C and described on Exhibit D and E.

3.3 On March 12, 2010, the Town received a request from Scott Murray Land Planning, Inc. for review of a Concept Plan submittal, proposing a mixed use development at 1119 U.S. Highway 15-501 South. The site is located on the east side of U.S. Highway 15-501 South, across from the Market Street entrance to Southern Village. The 124-acre site was located in the Neighborhood Commercial (NC) and Residential-Low Density-1 (R-LD1) zoning districts, and identified as Orange County Parcel Identifier Numbers 9787-13-0667; 9787-23-8844; 9787-24-1209; 9787-24-4637; 9787-14-4852; 9787-14-1770. The Concept Plan was reviewed by the Community Design Commission on April 21, 2010, and by the Town Council on May 17, 2010. Comments were referred to the applicant.

3.4 On July 18, 2012, the Town Council received a request from the same applicant for review of a revised Concept Plan for the same site. The total floor area proposed was approximately 1.5 million square feet, including: 600 dwelling units; 375,000 square feet of office-commercial and civic space; a 100,000 square foot hotel (130 rooms); and 350,000 square feet of retail space. The revised Concept Plan was reviewed by the Community Design Commission on August 15, 2012, and by the Town Council on September 19, 2012. Comments were referred to the applicant.

3.5 On November 5, 2012, the Town Council authorized the Town Manager and Town Attorney to develop a new process for initiating development agreement negotiations.

3.6 On March 18, 2013, the Town Council accepted the proposed process and directed the Town Manager to engage the Obey Creek applicant to undertake the new process.

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3.7 On May 29, 2013, the Town Council adopted a resolution establishing the Obey Creek Compass Committee, including a charge, committee composition, process, responsibilities, and timeline.

3.8 On July 10, 2013, the Obey Creek Compass Committee met for the first time.

3.9 On December 16, 2013, the Obey Creek Compass Committee concluded its work and voted to approve a report to forward to the Town Council.

3.10 On January 13, 2014, the Town Council received the Obey Creek Compass Committee Report and adopted a resolution authorizing the Town Manager and Town Attorney to enter into Phase 2 of the established Development Agreement Process with Obey Creek Ventures, LLC for the Obey Creek site.

3.11 On June 23, 2014, the Town Council adopted a resolution authorizing the Town Manager and Town Attorney to enter into the Negotiation Phase of the Development Agreement process with Obey Creek Ventures, LLC for the Obey Creek site, subject to the Council's receipt and review of comments from the North Carolina Department of Transportation (NCDOT) regarding the Traffic Impact Analysis, a fiscal impact report and an environmental assessment/impact report.

3.12 On November 3, 2014, having received and reviewed material requested on June 23, 2014, the Town Council voted to enter into the negotiation phase of the Obey Creek Development Agreement process with Obey Creek Ventures, LLC.

3.13 On November 13, 2014, the Town Council convened the first of a series of meetings with Obey Creek Ventures, LLC to begin negotiation regarding a Development Agreement for Obey Creek.

3.14 The Town Council held negotiation sessions with Obey Creek Ventures, LLC on the following dates: November 13, December 8, 2014, February 12, February 26, March 12, and March 25, 2015. An informational meeting was held on January 8, 2015; a facilitated discussion was held on January 23, 2015; and a work session was held on April 8, 2015. A review session with Town Advisory Boards and Commissions, the Town Council, and Obey Creek Ventures, LLC was held on April 30, 2015. Opportunity for public comment was provided at the beginning and end of each meeting.

3.15 On March 3, 2015, East West Partners Management Co., Inc. submitted a Zoning Atlas Amendment Application to rezone the western 43 acres of the Obey Creek site, including the land owned by the Mueller Partnership as Exhibit B and C and described on Exhibit D and the land owned by the Town of Chapel Hill as shown on Exhibit F and described on Exhibit G. The Zoning Atlas Amendment Application requested that these parcels be rezoned to the new Development Agreement-1 (DA-1) zoning district. Town staff drafted the language for the new Development Agreement-1 (DA-1) zoning district.

3.16 The Town conducted duly advertised public information sessions to provide an overview of the development agreement and to respond to questions on December 4, 2014, March 11, and May 14, 2015. All sessions were posted for later viewing on the Town website.

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3.17 In March, April, and May, 2015, Town Advisory Boards and Commission reviewed and prepared comments on the proposed LUMO text amendment, zoning atlas amendment, and development agreement. These meetings and discussions were held by the following Boards/Commissions: Community Design Commission; Environmental Stewardship Advisory Board; Parks, Greenways, and Recreation Commission; Planning Commission; Stormwater Management Utility Advisory Board; and Transportation and Connectivity Advisory Board.

3.18 On April 26, 2015, the initial notice of a public hearing to be held on May 18, 2015 on the LUMO text amendment, zoning atlas amendment, and development agreement for the Obey Creek site was published pursuant to G.S. 160A-364. The second notice of this public hearing was posted on May 3, 2015. Notices of the public hearing were also mailed to adjacent owners pursuant to G.S. 160A-384(a) on April 24, 2015. The location, type, and intensity of the proposed development were not changed after these initial notices of public hearing.

3.19 On May 5, 2015, the Planning Commission reviewed the draft LUMO text amendment and recommended that the Council enact an ordinance to create the Development Agreement-1 (DA-1) zoning district.

3.20 [OBEY CREEK: Insert information about the public hearing, Planning Commission recommendation regarding the zoning atlas amendment, and the Council Business Meeting.]

3.21 The purpose of this Agreement is to facilitate the Development of the Property in a way that best realizes the public benefits to the Town and the Developer Owners. The Development of the Property requires a major investment by the Developer Owners in facilities, substantial front-end investment in on-site and off-site improvements, participation in other programs for public benefit and purposes, and substantial commitments of the resources to achieve the benefits of the Development for the Developer Owners and the Town. The Developer Owners will be unable to make and realize the benefits from such commitments without the assurances provided by this Agreement.

3.22 The general benefits to be received by the Town from the implementation of the Development include, without limitation:

a) Implementation of the Town's plans and furthering the goals of securing an appropriate mix of uses and densities for the Developed Property;
b) Protection of natural resources within the Property, minimization of adverse offsite impacts, and incorporation of sustainability principles in the design and implementation of the Development of the Property;
c) Provision of an efficient, effective, and practical overall plan for addressing the transportation needs of the Development of the Developed Property, including commitments to transit, bikeways, greenways, sidewalks, and road improvements;
d) Assurance that the Development of the Developed Property will be undertaken in a manner that is at final build-out revenue neutral or revenue positive in terms of fiscal impacts for the Town;
e) Establishment of integrated site plans, urban design elements, land uses, architecture, site engineering, and landscape architecture; and

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f) Assurance of substantial commitments to public infrastructure and amenities as a result of sufficient certainty, timeliness and predictability from the Developer Owners.

3.23 The general benefits to be received by the Developer Owners from the implementation of the Development include without limitation:

a) Obtaining sufficient certainty, timeliness, and predictability in the Town's development review and approval process to justify the required substantial upfront capital investment for a project that will require multiple years to build out;
b) Realization of the opportunity to implement the Development plan for a mixed use development that is consistent with Town's and the Developer Owners' goals and needs;
c) Integration of site plans, urban design elements, land uses, architecture, site engineering, landscape architecture, and mitigation measures over the entire Property;
d) Flexibility with and alternatives to Town ordinances, standards, policies and guidelines to achieve the Development; and
e) Participation from the Town to achieve the public benefits necessary for the Development.

3.24 In exchange for providing these benefits to the Town, the Developer Owners desire to receive the assurance that it may proceed with the Development of the Property in accordance with any and all existing Town development regulations and conditions of approval of the Town as they exist on the Effective Date, subject to the terms, conditions, and exceptions contained herein and subject to periodic potential amendments to this Agreement made in accordance with this Agreement.

3.25 After careful review and deliberation, the Developer Owners have determined that the latitude afforded the proposed Development of the Property and the certainty, timeliness, and predictability regarding Town development approval afforded by this Agreement provide important benefits for long-range planning and Development by the Developer Owners and justify the provision of the specific standards and mitigation measures specified in Article 5 of this Agreement, which the Developer Owners freely and with full knowledge and consent agree to provide.

3.26 The terms and conditions of this Agreement have undergone extensive review by the Town's staff and the Town Council and have been found to be fair, just and reasonable. After careful review and deliberation, the Town Council has determined and concluded that the Agreement meets the goals and needs of the Town and the Developer Owners, and complies with all statutory requirements.

3.27 The Town, by electing to enter into this Agreement in accordance with statutory procedures, acknowledges that the obligations of the Town shall survive beyond the term or terms of the present Town Council and that such action will serve to bind the Town and future councils to the obligations thereby undertaken. By approving this Agreement, the Town Council has elected to exercise certain governmental powers at the time of entering into this Agreement rather than deferring its actions to some undetermined future date.

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3.28 Based on the foregoing considerations, the Developer Owners and the Town desire to enter into this Agreement for the purposes of:

a) Agreeing upon the plan, design, and density of Development on the Property and the types of uses thereon, and promoting sustainability, reflecting consideration of economic, environmental and social issues;
b) Coordinating the construction and provision of infrastructure that will serve the above-described Development of the Property and the community at large;
c) Confirming the dedication and/or provision of the public amenities described herein; and
d) Providing assurances to the Developer Owners and the Representative that they may proceed with the Development of the Property in accordance with the terms of this Agreement without encountering future changes in ordinances, regulations or policies that would affect their ability to Develop the Property under the terms of this Agreement; and
e) Providing certainty that the Developer Owners, Parcel Owners and Representative can obtain permits necessary for the Development pursuant to a non-discretionary, predictable and expeditious process.

3.29 Pursuant to G.S. 160A-400.24, the Town Council conducted a public hearing on May 18, 2015 to consider the approval of this Agreement. The notice of public hearing specified, among other things, the location of the Property subject to this Agreement, the development uses proposed on the Property and a place where a copy of the proposed Agreement could be obtained. The initial draft of this Agreement was posted on the Town website in January of 2015 and was available for public inspection at Town offices and online at that time. Updates to the draft Agreement were posted at regular intervals thereafter and were available for public review throughout the January through June 2015 period.

3.30 On [OBEY CREEK: insert date here], the Town Council considered and approved this Agreement and authorized the Town's execution of the same. The approval of this Agreement constitutes a legislative act of the Town Council.

ARTICLE 4. **TERMS – UPDATED INFORMATION (JUNE 3, 2015)**

NOW, THEREFORE, based upon the terms and conditions set forth herein and in consideration of the mutual promises and assurances provided herein, the Town and the Developer Owners do hereby agree as follows:

4.1 Recitals. The Parties agree the foregoing Recitals in Article 3 are true and correct and are incorporated herein by reference.

4.2 Term.

a) The term of this Agreement shall commence upon the Effective Date and it shall expire twenty (20) years thereafter unless sooner terminated by the mutual consent of the Parties, or is otherwise terminated pursuant to the terms of this Agreement, it being understood that the termination of this Agreement shall not require the consent of any Parcel Owners. This twenty (20) year term has been established by the Parties as a reasonable estimate of the time required to carry

out the Development of the Property subject to this Agreement and to obtain the public benefits of the Development. The Town finds that a term of twenty (20) years is reasonably necessary to assure the Town of the realization of the public benefits from the Development of the Property. All of the Development which the Developer Owners or Parcel Owners, if any, elect to commence pursuant to this Agreement which is authorized by this Agreement will be initiated by obtaining a Development Agreement Compliance Permit within the term of the Agreement, but expiration of the twenty (20) year term shall not terminate (a) mutually agreed to obligations and commitments included within this Agreement that are expressly specified to extend beyond the term of the Agreement as stated in this Agreement or (b) rights and obligations that are related to Development for which a Development Agreement Compliance Permit has been issued within the twenty (20) year term but the Development of which has not been completed by the expiration of the twenty (20) year term. The term of this Agreement may be extended or renewed by the mutual consent of the Parties in accordance with state and federal law, it being understood that the consent of Parcel Owners will not be required.

b) Certain provisions of this Agreement shall continue beyond the expiration of this Agreement, and in perpetuity or as long as allowed by law, including those specified in Sections 5.8, 5.10, 5.11, and 5.12.

4.3 Property Subject to Agreement. The real property subject to this Agreement includes all of the Property.

4.4 Zoning of the Property. The Developed Property west of Wilson Creek was zoned Development Agreement-1 (DA-1) on [OBEY CREEK: insert date here] by the Town Council. The property to the east of Wilson Creek is zoned Residential Low Density-1 (R-LD1) as shown in Exhibit B and H.

4.5 Law in Effect at Time of the Agreement Governs the Development; Vested Rights. Except as provided in G.S. 160A-400.26 and G.S. 160A-400.29(b), the Town may not apply subsequently adopted ordinances or development policies to the Property during the term of this Agreement without the written consent of the Developer Owners. The consent of Parcel Owners shall not be required unless the Parcel owned by the Parcel Owner is directly and adversely affected by such subsequently adopted ordinances or development policies, in which case the affected Parcel Owner must also provide written consent under this Section. Accordingly, during the term of this Agreement the Developer Owners and Parcel Owners, if any, shall have a vested right to Develop the Property in accordance with the terms of Article 5 of this Agreement, the terms of the LUMO and any applicable laws and regulations, all of the foregoing as they exist as of Effective Date. This Agreement does not abrogate any rights that may vest pursuant to statutory or common law or otherwise in the absence of this Agreement. The Participants agree, intend, and understand that the obligations imposed by this Agreement are only such as are consistent with state and federal law. In accordance with G.S. 160A-400.26(c), in the event County, State or federal law is changed after the Effective Date and the change prevents or precludes compliance with one or more provisions of this Agreement, the Town may modify the affected provisions with the consent of the Developer Owners, upon a finding that the change in County, State or federal law has a fundamental effect on the Agreement, by ordinance after notice and a hearing and upon such modification the Town shall record the modification in the Registry. If the Developer Owners fail to consent, this Agreement shall be terminated

(with the Developer Owners and any Parcel Owners retaining any rights with respect to any Development Agreement Compliance Permit obtained prior to termination) and said termination will be recorded in the Registry

4.6 Development of the Property. Should the Developer Owners and/or any Parcel Owners develop the Property pursuant to this Agreement, then the Property shall be Developed (i) in accordance with the terms and conditions of the LUMO and any other applicable Town ordinances in effect as of the Effective Date; and (ii) in substantial compliance with the specific standards and mitigation measures approved by the Parties as set forth in this Agreement. Any future modifications or revisions to the LUMO or any other Town ordinances would not apply to Development on the Property. The maximum height, bulk, size, and design of buildings and the placement, location, and configuration of the development sites, infrastructure, open space, streets, sidewalks and other public improvements shall be in substantial compliance with this Agreement. Except as limited by this Agreement or as otherwise provided in this Agreement, Development shall be substantially consistent with the Town's Design Guidelines, Design Manual, Engineering Standards and other Town standards or policies in effect as of the effective date (collectively, "Town Regulations"). Notwithstanding the foregoing, in the event of any conflict between the provisions of the Town Regulations, and the express provisions of this Agreement, the terms of the Agreement shall be controlling. A certified copy of the LUMO and any other applicable Town ordinances in effect as of the Effective Date shall be provided to and maintained on file and online by the Town Clerk, the Developer Owners and the Representative.

For this Agreement, Table 3-7.1 of the Land Use Management Ordinance is hereby modified to delete from the table of permitted uses the following: Cemetery, College or University, Fraternity or Sorority dwelling, single-family homes, and rooming houses.

4.7 Development of the Property - Special Uses. In the event a proposed Development does not comply with this Agreement and applicable Town Regulations and is not considered a Minor Modification (as hereinafter defined) to this Agreement, the applicant, in the applicant's sole discretion, may:

a) apply to the Town Council for an amendment to this Agreement as a Major Modification (as hereinafter defined), or
b) apply for a special use permit under Section 4.5 of the LUMO to permit the proposed Development.

4.8 Local Development Permits.

a) In accordance with G.S. 160A-400.25(a)(6), the local development permits approved or needed to be approved for the Development shall include the following: (1) Individual Development Agreement Compliance Permits; (2) Building and other applicable construction permits; and (3) Engineering Construction Permits, Street Cut Permits, and Street Closure Permits for work in Town right-of-way. Any such approvals and permits shall be consistent with the requirements of Article 5 of this Agreement. The failure of this Agreement to address a particular permit, condition, term or restriction does not relieve the Developer Owners, the Parcel Owners or the Representative of the necessity of complying with such permitting requirements, conditions, terms or restrictions, except as may be limited or otherwise provided in this Agreement.

b) Applications may be made for more than one type of local permit at a time, and such permit applications shall be reviewed concurrently by the Town to the extent possible. Additionally, the Town shall exercise reasonable diligence to expedite the processing of the required permit and approval applications for the Development of the Property. The Developer Owners, Parcel Owners and the Representative shall in a timely manner provide the Town with all documents, applications, plans, and other information necessary for the Town to carry out its obligations hereunder.

4.9 Development of the Property – Development Agreement Compliance Permit.

a) Permit Required. A Development Agreement Compliance Permit shall be required prior to the commencement of any Development or construction work related to Development except as otherwise indicated in this Agreement. The Development Agreement Compliance Permit required by this section shall be in lieu of any Zoning Compliance Permit that might otherwise be required by Section 4.9 of the LUMO. The Developer Owners and/or Parcel Owners intending to undertake Development of the Property (the "Applicant") shall apply for a Development Agreement Compliance Permit by filing the application provided for in Exhibit I.

b) Schedule of Review

1) Prior to submitting an application for a Development Agreement Compliance Permit, the Applicant shall meet with the Town to review the proposed Development.
2) Within ten (10) working days following submission of an application for a Development Agreement Compliance Permit, the Town shall provide the applicant with a completeness determination.
3) The Town shall review the application for compliance with this Agreement and the applicable Town regulations that are not expressly superseded by this Agreement.
4) Within twenty (20) working days following the date on which an application is deemed complete, the Town shall provide written comments to the Applicant regarding whether the submitted application is in compliance with this Agreement and applicable Town regulations or whether the submitted application requires revision.
5) If the application is not in compliance, the Applicant shall submit a revised application to the Town. Upon submitting a revised application, the Town shall process the revised application in the manner described in Section 4.9, including the twenty (20) day time frame set forth in subsection (b)(4), and such process shall be repeated until the application is in compliance with this Agreement and applicable Town regulations.
6) Once an application has been deemed complete, it shall be promptly forwarded to the Community Design Commission for its review of compliance of building materials and elevations with Exhibit J of this Agreement. The seventy-five (75) working day review period being sufficient for two (2) meetings of the Community Design Commission, any comments from the Community Design Commission shall be forwarded to the Town Manager in a timely fashion, to be considered as a part of his/her review.

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7) The Town Manager shall approve or deny the Development Agreement Compliance Permit application within seventy-five (75) working days following submission of a complete application, or (i) an extension of time is requested by the Applicant, or (ii) the Applicant submits a revised application to the Town fewer than fifteen (15) working days before the seventy-fifth (75th) day of the review period, in which case the review period shall be automatically extended by fifteen (15) working days.

   (i) The Town Manager shall approve the application upon finding it complies with and does not violate any term of this Agreement and the applicable Town regulations, and shall deny the application upon finding it does not comply with the terms of this Agreement and the applicable Town regulations.

8) If the application is approved, the Town shall issue the Applicant a Development Agreement Compliance Permit Approval Letter.

9) If the application is denied, the Town Manager shall specify the grounds for finding that it is inconsistent or in violation with this Agreement or associated regulations and refer the Applicant to the special use permit process described in Section 4.5 of the LUMO. Alternatively, the applicant may submit a new Development Agreement Compliance Permit application or apply for Major Modification to this Agreement.

10) Notwithstanding anything to the contrary, a one-time change in floor area of one thousand (1,000) square feet or fewer to any structure or building previously approved with a Development Agreement Compliance Permit shall not require modification or approval of another Development Agreement Compliance Permit. Such changes shall be reported to the Town in the Annual Report.

c) Construction Management Plan. See Section 5.4(b) for information regarding the Construction Management Plan.

4.10 Amendment and Modification. The terms of this Agreement may be amended or modified by the mutual consent of the Parties, it being understood that the consent of a Parcel Owner shall not be required for any amendment or modification of this Agreement unless the amendment or modification has a direct and adverse effect on the use or Development of the Parcel owned by the Parcel Owner. A modification of this Agreement that is considered a Major Modification (as hereinafter defined) of the terms of this Agreement shall follow the same procedures as required by North Carolina law for the adoption of a development agreement. Either party may propose a Major Modification requiring amendment or a Minor Modification (as hereinafter defined) to this Agreement. Upon receipt of a proposed modification, the Town Manager shall consider the following criteria in making the determination as to whether a proposed modification is a Major Modification or a Minor Modification to this Agreement.

a) The following changes will be considered Major Modifications under the Agreement:

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1) A substantial change in the boundaries of Property subject to this Agreement as defined as: (i) any single proposed increase or decrease in the area of land subject to this Agreement of more than five (5) percent, or (ii) a cumulative increase of fifteen (15) percent or more in the land area subject to this Agreement, provided, however, that any expansion of land subject to this Agreement would require rezoning of the added property.
2) A modification of the stormwater management design criteria listed in Section 5.3 of this Agreement.
3) A change in maximum building height as illustrated in Exhibit J, Building Heights.
4) A decrease by more than one (1) foot in setbacks as shown in Exhibit J.
5) A change in the approved development of the Developed Property that would increase the total external daily vehicle trips as stated in Section 5.4(c)(3).
6) A change in the development of the Developed Property that would increase the cumulative total of new gross floor area at the Developed Property in a way that would increase trip generation projections beyond those calculated in the Traffic Impact Study dated April 2014.
7) A substantial change in the affordable housing agreement in Article 5.2 of this Agreement.
8) A change in the Design Guidelines that would substantially change the location, size, form, style and appearance of principal and/or accessory structures or open spaces and amenities as shown in Exhibit J: Design Guidelines approved with this Agreement.
9) A change to the scale, timing and mix of uses allowed in Article 5.1 of this Agreement.

b) All other amendments or modifications to this Agreement are considered Minor Modifications and therefore would not require the procedures for adoption of a development agreement. All Minor Modifications require 10 days prior notice to Town Council and shall be subject to review and approval by the Town Manager. Notice shall also be posted on the Town's website when it is provided to the Town Council. Such approval shall be memorialized by letter from the Town Manager and acknowledged by the Developer Owners, the Parcel Owner, if it affects the Parcel Owner, and Representative and shall be maintained on file by the Town Clerk, the Representative, the Developer Owners and Parcel Owner, if applicable.

c) Notwithstanding the above, some proposed changes to this Agreement that do not meet the threshold to constitute a Major Modification may in the judgment of the Town Manager, because of size, perimeter location or transportation impacts, merit public review. In the event the Town Manager makes such a determination, the Town Manager may submit a proposed Minor Modification as notification to Town Council to allow an opportunity for Council review. Unless the Parties agree otherwise, such a review shall not extend the time period allowed for a decision by the Town Manager on the Minor Modification or convert the change from a Minor Modification into a Major Modification.

d) All proposed amendments or modifications to this Agreement shall be publicly posted and reported to Advisory Boards and Commissions in such a manner that all Town Advisory Boards, Commission, and residents of Chapel Hill will have the

opportunity to express any concerns to the Town Council and/or the Town Manager.

e) The Town Manager shall determine whether a proposed amendment or modification to this Agreement is a Major Modification or a Minor Modification within fifteen (15) working days of receipt of a proposed adjustment and shall promptly notify the Town Council and applicant of that determination. If the proposed action is determined to be a Major Modification, the Town Manager shall require the filing of an application for approval of the amendment, following procedures outlined in Section 1.6 of this Agreement.

f) Minor Modifications to this Agreement may be approved by the Town Manager as long as such changes continue to be in substantial compliance with the approving action of the Town Council and all other applicable requirements and result in a configuration of buildings/development that is generally consistent with this Agreement. The Town Manager shall make a decision on the proposed minor amendment within one hundred twenty (120) calendar days of the date of the Town Manager's determination that a complete application was submitted or such further time as mutually agreed to by the applicant and the Town. The Town Manager shall not have the authority to approve changes that constitute a Major Modification to this Agreement.

4.11 Recordation/Binding Effect. Within fourteen (14) days after the Town enters into this Agreement, the Developer Owners shall record this Agreement in the Registry. The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to the Town and its successors in interest, to the Developer Owners and their successors and assigns in title as defined in Section 2.7 and, to the extent provided in this Agreement, to the Parcel Owners and their successors and assigns in title as defined in Section 2.20. All of the provisions of this Agreement shall be enforceable during the term as equitable servitudes and constitute covenants running with the land pursuant to applicable law.

4.12 Annual Report. The Developer Owners or their designee shall on an annual basis submit a written report to the Town Manager on the Development undertaken pursuant to this Agreement in the previous year (the "Annual Report"). The Annual Report shall set forth all individual Development Agreement Compliance Permits issued, infrastructure installed, the status of participation by the Developer Owners, the Representative and the Parcel Owners in the provision of or financing of public infrastructure for the Development, dedications and acquisitions of infrastructure by the Developer Owners, Representative and Parcel Owners, and the projected schedule for Development of the Property in the forthcoming year. The Annual Report shall include all of the information required pursuant to Section 5.26 of the Agreement and shall be provided at the times specified by that Section. The Annual Report shall also include a report demonstrating good faith compliance by the Developer Owners, the Representative and the Parcel Owners with the terms of this Agreement. Upon receipt of the Annual Report, the Town Manager shall undertake the Periodic Review as set forth in Section 4.13 of this Agreement.

4.13 Periodic Compliance Review and Enforcement.

a) Periodic Review. Pursuant to G.S. 160A-400.27, the Town Manager shall conduct a periodic compliance review (the "Periodic Review") at least every twelve (12) months, at which time the Developer Owners, the Parcel Owners (if

any) and or by and through the Representative shall be required to demonstrate good faith compliance with the terms of this Agreement. The Town Manager shall promptly report the results of this review to the Town Council. The Town Manager will use the Annual Report as the basis for preparing the Periodic Review.

b) Material Breach. If, as a result of the Periodic Review, the Town Council finds and determines that any Developer Owner or Parcel Owner has committed a material breach of the terms or conditions of the Agreement (the "Breaching Owner"), the Town Manager shall serve notice in writing to the Developer Owners and the Breaching Owner (the "Notice"), within fifteen (15) days after the Periodic Review setting forth with reasonable particularity the nature of the breach and the evidence supporting the finding and determination. A breach by a Parcel Owner shall not be deemed or considered a breach by the Developer Owners or any other Parcel Owner and a breach by any Developer Owner shall not be deemed or considered a breach by any Parcel Owners or the other Developer Owner.

c) Right to Cure. After Notice has been served, the Breaching Owner shall have a reasonable time in which to cure the material breach (the "Breaching Owner's Cure"), but in no event shall the Breaching Owner have less than thirty (30) days for the Breaching Owner's Cure. If the Breaching Owner fails to cure the material breach within the time given, then the Developer Owners shall have an additional reasonable amount of time to cure the Breaching Owner's breach (the "Developer Owner's Cure"), but in no event shall the Developer Owners have less than an additional thirty (30) days for the Developer Owner's Cure. Notwithstanding the foregoing, the Breaching Owner and the Developer Owners, as applicable, shall be afforded an additional reasonable period of time to cure the breach if cure is commenced within the time period and thereafter diligently pursued but cannot be completed within said time frame. Nothing in this Agreement shall limit the Town's authority to pursue other remedies as allowed by law.

d) Termination or Modification by the Town. If the Breaching Owner or the Developer Owner fails to cure the material breach under Section 4.13(c), then the Town Council may elect to terminate or modify the Agreement after complying with mediation requirements as stated in Section 4.14. Any notice of termination or modification or finding by the Town of a breach may be appealed to the Town Board of Adjustment in the manner provided by G.S. 160A-388(b1). Thereafter, the Breaching Owner and the Developer Owners may pursue any other rights and remedies available at law or in equity. If after mediation the Town Council elects to unilaterally modify the Agreement, the Developer Owners may elect for the Agreement to be terminated rather than accede to the Agreement with the modifications made by the Town Council by giving written notice to the Town within sixty (60) days after the proposed modification. In such event, Section 4.28(a), Section 4.28(b) and Section 4.28(c) shall apply and the Developer Owners have the right to file a termination in the Registry. Failure of the Town to conduct this Periodic Review shall not constitute a waiver by the Town of its rights to otherwise enforce the provisions of this Agreement, nor shall the Developer Owners or Parcel Owners or the Representative have or assert any defense to such enforcement by reason of such failure to conduct a Periodic Review.

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4.14 Mediation. In the event any Participant believes another Participant is in default or is in material breach, the Participants shall make a good faith effort to negotiate and informally resolve the issues in dispute prior to terminating this Agreement. In the event of an impasse between the Participants in reaching any mutual agreement mandated by this Agreement, the Participants shall make good faith efforts to negotiate and informally resolve the issue in dispute (the "Claim"). If the Participants do not resolve the Claim through negotiation within 30 days of the date of the notice of default, the Participants agree to submit the claim to mediation pursuant to the following process:

a) The non-defaulting Participant (the "Claimant") shall have thirty (30) additional days within which to submit the Claim to mediation under the auspices of any dispute resolution center or other such independent agency providing similar services upon which the Participants may mutually agree.

b) If Claimant does not submit the claim to mediation within thirty (30) days after notice of default, Claimant shall be deemed to have waived the claim, and the defaulting Participant (the "Respondent") shall be released and discharged from any and all liability to Claimant on account of such claim; provided, nothing herein shall release or discharge Respondent from any liability to Persons not a Participant to the foregoing proceedings.

c) If the Participants do not settle the Claim within thirty (30) days after submission of the matter to the mediation process, or within such time as determined reasonable or appropriate by the mediator, the mediator shall issue a notice of termination of the mediation proceedings. Such notice shall set forth when and where the Participants met, that the Participants are at an impasse, and the date that mediation was terminated.

d) If settlement does not occur and mediation is terminated, the Participants may pursue any and all actions at law and equity permitted under this Agreement subject to the right to notice and cure as provided in Section 4.13.

4.15 Development Timing and Moratoria. The Developer Owners, Parcel Owners and Representative may, but shall not be obligated to, Develop the Property pursuant to this Agreement. If any such Developer Owner, Parcel Owner or Representative so elects to Develop a portion of the Property, such Participant shall carry out the Development of such portion of the Property in such order and sequence as the Developer Owners, Parcel Owners and Representative, as applicable, shall determine in its discretion, provided such does not violate an express provision of this Agreement. Phasing of the Development shall be based on sound engineering practices as determined by Developer Owners', Parcel Owners', if applicable, or Representative's engineers to ensure functional and safe street circulation and utility systems at all times. Phasing shall be based in such a way that all infrastructure improvements to be constructed within the Property will be provided when or before they are necessary for that phase of the Development. Absent an imminent threat to public health or safety, neither the right to develop nor the timing of Development shall be affected by a moratorium or suspension of development rights adopted by the Town except to the extent imposed by this Agreement or by supervening federal or state law, order, rule or regulation.

4.16 Default. Apart from the Periodic Review process set forth in Section 4.13 of this Agreement, the failure of the Developer Owners, a Parcel Owner, the Representative or the Town to comply with the terms of this Agreement shall constitute a default,

entitling the non-defaulting Participant or Participants to pursue such remedies as allowed under applicable law against the defaulting party, after following mediation requirements in Section 4.14 above, provided, however, that no termination of this Agreement may be declared by the Town or the Developer Owner absent its according to the Participant and the Developer Owners, on behalf of the defaulting Participant or a Parcel Owner, if applicable, the notice and opportunity to cure set out in Section 4.13 of this Agreement. A Parcel Owner shall not have the right to terminate this Agreement. A Participant believing another Participant to be in default shall provide notice of that default to the other Participant within fifteen (15) days of such default, and shall provide the defaulting Participant and the Developer Owners on behalf of the defaulting Participant, if a Parcel Owner, an opportunity to cure any default as provided in Section 4.13.

4.17 Force Majeure. In addition to specific provisions of this Agreement, neither the Developer Owners, Parcel Owners, the Representative nor the Town shall be responsible for any default, delay or failure to perform if such default, delay or failure to perform is due to causes beyond such Participant's reasonable control, including, but not limited to, strikes, lockouts, actions or inactions of governmental authorities (excluding Participating Parties to this Agreement), epidemics, wars, embargoes, fires, hurricanes, adverse weather, acts of God, interference duly caused by any other Participant, or the default of a common carrier. In the event of a default, delay or failure to perform due to causes beyond such Participant's reasonable control or due to interference by another Participant, any date or times by which the Participating Parties are otherwise scheduled to perform, if any, shall be extended automatically for a period of time equal in duration to the time lost by reason of the cause beyond the reasonable control of such Participant. If written notice of such delay is given to the other Participant after the commencement of such delay, an extension of time for such cause shall be deemed granted and will be agreed to by the Participating Parties in writing for the period of the enforced delay, or longer as may be mutually agreed.

4.18 Disclaimer of Joint Venture, Partnership and Agency. This Agreement shall not be interpreted or construed to create an association, joint venture, or partnership between the Developer Owners, any Parcel Owner, the Representative and the Town, or to impose any partnership obligation or liability upon such Participating Parties. Neither the Developer Owners, the Representative, any Parcel Owners nor the Town shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent of representative of, or to otherwise bind, the other Participant except for the participation by Representative on behalf of the Developer Owners and Parcel Owners as provided in this Agreement.

4.19 No Third Party Beneficiaries. The Agreement is not intended to and does not confer any right or benefit on any third party that is not a Participant.

4.20 Legal Actions. In addition to any other rights or remedies, and subject to the mediation requirements in Section 4.14, and further subject to the notice and right to cure provisions in Section 4.13, any Party may institute legal action against a defaulting Party or a defaulting Parcel Owner to cure, correct, or remedy any default or breach, to specifically enforce any covenants or agreements set forth in the Agreement or to enjoin any threatened or attempted violation of the Agreement, or to obtain any remedies consistent with the purposes of the Agreement. Legal actions shall be instituted in the Superior Court of the County of Orange, State of North Carolina, and

the Participating Parties hereto submit to the personal jurisdiction of such court without application of any conflicts of laws provisions of any jurisdiction. In the event that it becomes necessary for a Participant to pursue a civil action against a defaulting Participant, the prevailing party in such action shall be entitled to recover its reasonable attorney fees and costs from the defaulting party if such fees are awarded by a court of competent jurisdiction.

4.21 Notices. Unless specifically provided otherwise by this Agreement, any notice, demand, request, consent, approval or communication which a signatory Party is required to or may give to another signatory Party hereunder shall be in writing and shall be delivered or addressed to the other at the address below set forth or to such other address as such Party may from time to time direct by written notice given in the manner herein prescribed. Such notice or communication shall be deemed to have been given or made when communicated by personal delivery or by independent courier service or by facsimile or by email with a hard copy to be delivered by independent courier service by the next business day. The Parties shall make reasonable inquiry to determine whether the names or titles of the persons listed in this Agreement should be substituted with the name of the listed person's successor. Notice to a Parcel Owner shall be to the address designated in the deed conveying the Parcel to the Parcel Owner.

All notices, demands, requests, consents, approvals or communications to the Town shall be addressed to:

Town Manager
Town of Chapel Hill
405 Martin Luther King, Jr. Blvd.
Chapel Hill, NC 27514
919-969-2063 (fax)
manager@townofchapelhill.org (email)

All notices, demands, requests, consents, approvals or communications to the Developer Owners shall be addressed to:

OBEY CREEK VENTURES, LLC.
c/o East West Partners Management Company, Inc.
Attn: Benjamin Perry
1450 Environ Way
Chapel Hill, North Carolina 27517
919-967-0959 (fax)
bperry@ewp-nc.com (email)

All notices, demands, requests, consents, approvals or communications to the Representative shall be addressed to:

OBEY CREEK VENTURES, LLC.
c/o East West Partners Management Company, Inc.
Attn: Benjamin Perry
1450 Environ Way
Chapel Hill, North Carolina 27517
919-967-0959 (fax)

bperry@ewp-nc.com (email)

4.22 Entire Agreement. This Agreement sets forth and incorporates by reference all of the agreements, conditions and understandings between the Parties relative to the Property and supersedes all previous agreements. There are no promises, agreements, conditions or understandings, oral or written, expressed or implied, among the Parties relative to the matters addressed herein other than as set forth or as referred to in this Agreement or as contained in the LUMO as of the Effective Date.

4.23 Construction. The Parties agree that each Party and its counsel have reviewed and revised this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in the interpretation of this Agreement or any amendments or exhibits hereto.

4.24 Assignment.

a) After notice to the Town, the Developer Owners may at any time and from time to time assign their respective rights and responsibilities hereunder as provided in Section 2.7 to Persons as Developer Owners and as provided in Section 2.20 to Persons as Parcel Owners who will also retain the right to assign their respective rights and/or responsibilities hereunder or any part of all or any portion of the Property as Developer Owners or Parcel Owners. No assignment as to a portion of the Property will relieve the assigning Developer Owners or Parcel Owners of responsibility with respect to the remaining portion of the Property owned by the assigning Developer Owner or Parcel Owner for the period prior to the transfer without the written consent of the Town. However, the assigning Developer Owner or Parcel Owner will be relieved of any further obligations or responsibilities hereunder for the portion of the Property assigned for the period after the transfer. Any violation of the terms and conditions of this Agreement occurring after said transfer will be the responsibility of the then current Developer Owner(s) or Parcel Owner(s) of said Parcel(s) in violation.

b) The Developer Owners shall create a Master Owners Association to which some of the requirements of the Agreement shall be assigned. The responsibilities of the Master Owners Association shall continue after the expiration of this Agreement. In the event the Master Owners Association shall fail to fulfill its obligations under this Agreement, its responsibilities shall be assumed by the Developer Owners or Representative, in which case said responsibilities shall be binding upon the Developer Owners and their successors and assigns, enforceable in accordance with the provisions of Section 4.11 of this Agreement.

4.25 Governing Law. This Agreement shall be governed by the laws of the State of North Carolina.

4.26 Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.

4.27 Agreement to Cooperate. In the event of any legal action instituted by a third party or other governmental entity or official challenging the validity of any provision of this Agreement, the Participating Parties hereby agree to cooperate in defending such

action; provided, however, each Participant shall retain the right to pursue its own independent legal defense.

4.28 Termination. This Agreement shall terminate on the earlier of the expiration of the term specified in Section 4.2 of this Agreement or a specific termination made by operation of the provisions of this Agreement, or by agreement of the Parties. Notwithstanding the foregoing, the Developer Owners shall have the unilateral right to terminate this Agreement upon any of the following: (i) change in the Developer Owner or Representative's plan for Development that renders this Agreement inapplicable; or (ii) there has been no Development on the Property; provided if termination is due to (i) above, Developer Owners shall complete any construction commenced pursuant to a Development Agreement Compliance Permit issued prior to the date of termination. Any Termination other than by expiration of the term shall be recorded in the Registry. Termination of this Agreement as to the Developer Owners and Parcel Owners shall not affect any of the following:

a) any requirements to comply with the applicable terms and conditions of the LUMO, Development Agreement Compliance Permits, approval and acceptance of infrastructure improvements, and any applicable permits;
b) rights under this Agreement with respect to which a Development Agreement Compliance Permit has been issued by the Town Manager prior to the termination or expiration but for which construction is not completed by the expiration of the twenty (20) year term or not completed prior to termination; or
c) provided, if this Agreement shall have run for the entire 20 year term or if this Agreement has otherwise been extended or renewed, in accordance with the terms of this Agreement, the requirements and rights expressly specified in this Agreement with respect to Development Agreement Compliance Permits issued shall continue after termination of this Agreement.

In the event consideration is given to (i) suspension of this Agreement, (ii) termination of this Agreement, or (iii) suspension or termination of any approval of an individual Development Agreement Compliance Permit issued pursuant to this Agreement prior to completion of the twenty (20) year term of this Agreement, the Parties (and the Parcel Owner, if the Development Agreement Compliance Permit was issued for its Parcel) agree that each will identify appropriate representatives to meet and participate in good faith negotiations and mediation as provided in Section 4.14, aimed at resolving the issues prompting that consideration.

4.29 No Deemed Waiver. Failure of a Participant to exercise any right under this Agreement shall not be deemed a waiver of any such right and shall not affect the right of such Participant to exercise at some future time said right or any other right it may have hereunder.

4.30 Severability. If any term or provision herein shall be judicially determined to be void or of no effect, such determination shall not affect the validity of the remaining terms and provisions. The Participating Parties agree that if any provision of this Agreement is judicially determined to be invalid because it is inconsistent with a provision of state or federal law, this Agreement shall be amended to the extent necessary to make it consistent with state or federal law and the balance of the Agreement shall remain in full force and effect. Participating parties, having voluntarily agreed to be contractually bound, for themselves and their successors and assigns, accept all of the terms of the

Agreement and confirm their belief that the terms are consistent with applicable law as of the Effective Date.

4.31 Authority. Each Party represents that it has undertaken all actions necessary for approval of this Agreement, and that the person signing this Agreement has the authority to bind the Town or Obey Creek Ventures.

4.32 Transparency and Public Involvement. It is the intent of the Participating Parties that all aspects of the implementation of this Agreement shall be carried out in an open, transparent fashion with opportunities for effective and meaningful public involvement. The Town, the Developer Owners, the Parcel Owners, if any, and the Representative shall take reasonable steps to make information about all aspects of the implementation of this Agreement (including required studies, analysis, plans, reports, and applications which are public record) fully available for public review with the exception of any attorney-client privileged information, financing documentation, market analysis, internal financial documentation, reports, pro formas, returns or other personal information.

4.33 Estoppel. Each of the Participating Parties agrees, from time to time, within twenty (20) days after request of the other Participant, to deliver to the requesting Participant or such Participant's designee, an estoppel certificate stating that this Agreement is in full force and effect, the unexpired term of this Agreement, and whether or not, to such Participant's knowledge, there are any existing defaults or matters which, with the passage of time, would become defaults under this Agreement. It is understood and agreed that the Parties' obligation to furnish such estoppel certificates in a timely fashion is a material inducement for the other's execution of this Agreement. In no event may any Party request from the other an estoppel certificate more than one (1) time in any twelve (12) month period other than in connection with a bona fide sale or financing of the Property or portion thereof, any interests in, or any assets of, any Party.

4.34 Parcels and Parcel Owners. This Agreement shall apply to the Property and to all Parcels and Parcel Owners, and by acceptance of a deed of conveyance, each subsequent Developer Owner and Parcel Owner agrees to abide by the terms and conditions of this Agreement; as a Developer Owner or Parcel Owner, as applicable to their respective Parcel, any separate declaration of covenants, restrictions and conditions affecting the Property now or hereafter recorded in the Registry, or any documentation in connection with the recording of the deed conveying the Parcel to the Parcel Owner.

4.35 Representations and Warranties of the Developer Owners. The Developer Owners represent and warrant to the Town that:

a) they are valid limited liability companies duly organized, validly existing and in good standing under the laws of the State of North Carolina;
b) they are duly qualified to do business and are in good standing in every jurisdiction in which such licensing and qualification is required;
c) they have the full right, power, and authority to enter into this Agreement and to perform its obligations hereunder;

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d) all of the Developer Owners and Parcel Owners of the Property, to the best of the Developer Owners' and Parcel Owners' knowledge, have or will execute, deliver and perform this Agreement.

ARTICLE 5. SPECIFIC STANDARDS AND MITIGATION MEASURES – UPDATED INFORMATION (JUNE 3, 2015)

The Parties do hereby agree to the specific standards and mitigation measures set forth in this Article. As provided in Section 3.25 of this Agreement, all of the buildings, roadways and other facilities proposed and required under this Article shall, unless specifically stated otherwise, be provided by the Developer Owners and not the Town.

5.1 Scale of Development and Uses Permitted. – Updated information (June 3, 2015)

a) The Development shall occur in the Development Area within the Property zoned Development Agreement-1 as shown in Exhibit A.
b) All buildings, development, green spaces, and Wilson Creek Preserve (see Section 5.12) must comply with Exhibit B and Exhibit J.
c) The scale of development for the Developed Property shall be consistent with the Land Use, Building Heights, Sections, and Density provided for in Exhibit J.
d) The placement of buildings on the Developed Property shall be generally consistent with Exhibit H.
e) The floor areas and land uses permitted land uses at the Developed Property are limited to those as listed in the following chart and shall exclude Cemetery, College or University, Fraternity or Sorority dwelling, single-family homes (not including Town Homes), and rooming houses:

Use and Floor Area					
	Total Floor Area	Residential Units	Retail Square Footage	Office Square Footage	Hotel Rooms
Minimum level of development	600,000	0 - 350	100,000 - 300,000	0 - 300,000	0 - 200
	1,400,000	250 - 650	225,000 - 475,000	150,000 - 500,000	0 - 300
Maximum level of development	1,600,000	250 - 700	225,000 - 475,000	150,000 - 600,000	0 - 400

f) Individual buildings shall comply with Exhibit J this Agreement and shall be reviewed and approved as described in Section 4.9 of this Agreement.
g) Upon completion, a minimum of half of the rental residential units (excluding for-sale residential units) shall be age restricted to 55+ or 62+ years of age. Additionally, no more than 200,000 square feet of heated space shall be built as residential in the Developed Property without any non-residential uses.
h) When the Development reaches 600,000 square feet, no more than 65% of the heated square footage shall be residential, and the Development shall maintain at least 35% of the square footage as non-residential uses. The heated area of

the residential uses shall not exceed 390,000 square feet until non-residential uses reach a minimum of 210,000 square feet.

i) When the Development reaches 1,400,000 square feet, no more than 60% of the heated square footage shall be residential uses, and the Development shall maintain at least 40% of the space as non-residential uses. The heated area of the residential uses shall not exceed 840,000 square feet until non-residential uses reach a minimum of 560,000 square feet.

j) In order to be built to 1,600,000 square feet, the Development must have at least 45% non-residential uses. The heated square footage of the residential uses at the Development shall not be allowed to exceed 880,000 square feet or 700 residential units.

k) Total PM peak vehicle trips shall not exceed the benchmark, as per Section 5.4 (c) 3 of this Agreement.

5.2 Affordable Housing. – Updated information (June 3, 2015)

a) Ownership.

1) The Inclusionary Zoning Ordinance (Section 3.10 of the LUMO) as of the Effective Date or its successor as established by ordinance by the Town Council shall apply to the for-sale units in the Developed Property. For each phase of development of ownership dwelling units, the required number of affordable dwelling units for that phase, according to the percentage specified in the Inclusionary Zoning Ordinance, will be provided in that phase.

2) Transfer Fee for For-Sale units. As a condition of the approval of this Agreement, the Developer Owner agrees that there shall be a transfer fee (the "Transfer Fee") imposed by the Town upon the sale or resale of residential units excepting designated affordable units within the Developed Property. The Transfer Fee shall be 1% of the sales price. Notice of the Transfer Fee shall be put in the chain of title for all for-sale units and the fee shall be put into a fund and held by the agency administering the affordable homeownership units to offset the expenses it incurs in stewarding and managing the affordable units. Management duties covered by this fee include:

(i) Collection of Transfer Fees and management of the Transfer Fee Fund;

(ii) Direct project management assistance to owners of affordable units in making major repairs and up-fits to their units;

(iii) Technical assistance to owners of affordable units who experience financial difficulties, in order to prevent foreclosures;

(iv) Management of property tax assessments and bills for the affordable units, which undergo a unique process designed for leasehold properties;

(v) Intervention in and mitigation of any nuisance or criminal behavior that might occur in the affordable units;

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(vi) Assistance in resolving disputes between owners of affordable units and the home owners association; and

(vii) Collection and management of fee which pays for long-term, major maintenance of the units.

b) Rental.

1) A total of 5% of the rental units within the Developed Property shall be made available as affordable rental properties. Housing subsidy vouchers shall be accepted for all affordable units.

2) One-half of the affordable rental units shall be made available to households eligible for housing vouchers (i.e. Housing Choice Vouchers; Veterans Affairs Supportive Housing Vouchers) and rented at Fair Market Rents as determined by the U.S. Department of Housing and Urban Development for the Durham-Chapel Hill Metropolitan Statistical Area (MSA).

3) One-half of the affordable rental units shall be priced to be affordable to households earning between 60% and 80% of the area median income (AMI) and rented for no more than 30% of total household income.

4) The Developer Owner or Representative shall notify the Orange County Affordable Housing Coalition and the Office of Housing and Community at the Town of Chapel Hill, or their successors, about the availability of affordable units at the time that the units become available.

5) Management. Prior to receiving a Certificate of Occupancy for each residential building at the Developed Property, the Developer Owners or Parcel Owners shall submit a management plan for review and approval by the Town Manager which includes the method of qualifying renters of the affordable units and setting the rental rates for the half of the units made available to renters earning between 60% and 80% of AMI.

6) Parking Spaces. The rental rate for each affordable rental unit shall include at least one parking space associated with the unit and located within the parking area or structure serving the building where the affordable unit is located.

7) Size of units. A combination of efficiency/studio, one bedroom, and two bedroom units shall be provided as affordable rental units, with distribution of unit types and sizes relatively proportional to the full array of rental units on the site. The minimum size of affordable rental units shall be:

(i) 450 square feet for studio apartments
(ii) 500 square feet for one-bedroom apartments
(iii) 750 square feet for two-bedroom apartments

8) Conversion of Units to For Sale.

i. Conversion of rental units to homeownership will be considered a minor amendment to this agreement.

ii. When any market rate rental units are converted to for-sale units, the converted units must provide a percentage of affordable units equal to the percentage required under the Inclusionary Zoning

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Ordinance or other affordable housing policy in effect at the time of conversion.

iii. Any affordable rental units which are converted to for-sale units must remain affordable. Affordable rental units converted to for-sale units may count toward meeting the overall percentage of affordable units required under the Inclusionary Zoning Ordinance or other affordable housing policy in effect at the time of conversion.

iv. All units converted to for-sale units which are required to be affordable units shall be affordable to the income levels as established by the Inclusionary Zoning Ordinance or other affordable housing policy in effect at the time of conversion.

v. All units converted to for-sale units which are required to be affordable units shall be restricted to owner-occupancy.

vi. For purposes of the density bonus available under the Inclusionary Zoning Ordinance, the parties agree that sufficient bonus is granted through this Agreement.

vii. Any payments in lieu made on behalf of the rental units converting to for-sale units shall be credited to the requirements upon conversion.

viii. All units converted to for-sale units which are required to be affordable shall remain subject to the applicable Inclusionary Zoning Ordinance provisions for a period of at least ninety-nine (99) years or as long as permissible by law; provided that said time period shall be reduced by any period during which said unit or units were provided as affordable rental units prior to conversion.

9) Term of Affordability for Rental Units. Units created under this section will be affordable for ninety-nine (99) years.

10) Loss of Vouchers/Subsidies. If vouchers and/or subsidies required to maintain the affordability of the rental units established by this section shall cease to exist or cease to be available to residents of Orange County, the Developer Owners or Parcel Owners will notify the Town Manager as soon as reasonably possible. If the vouchers are lost, the units will be made available to individuals earning between 60 and 80% of AMI and the rental rate will be established at the Fair Market Rent.

11) Inability to Locate Tenants. In the event that a voucher-eligible unit remains unoccupied for a period of sixty (60) days from when the previous lease ends after reasonable attempts to find a suitable tenant have been made, then the unit may be leased to a resident earning between 60% and 80% AMI for no more than 30% of total household income for up to one year. If, after an additional thirty (30) days, no suitable tenant is found after reasonable efforts, the unit may be leased for up to one year at market rates. Upon expiration of the initial lease, the unit shall convert back to a voucher-eligible unit or a different unit will be made voucher-eligible in the event the tenant wishes to stay beyond the initial lease. In the event a unit available for tenants earning between 60% and 80% AMI remains unleased for a period of sixty (60) days and reasonable attempts to find a suitable tenant have been made, the unit may be rented at market rates for a period of up to one year. At the end

of the initial lease-term, the unit shall convert back to an affordable unit for individuals earning between 60% and 80% AMI or a different unit shall be offered as affordable in the event the tenant wishes to stay beyond the initial lease.

12) Annual Report. Each year, the Developer Owners or Parcel Owners will be required to submit an annual report. The annual report will include cumulative information about the for-sale and rental affordable units in the Developed Property, how affordability is being monitored, data about the occupants of the rental properties including the income level and rent levels, and the total number of rental units built each year.

c) Development Agreement Compliance Permit Submittal.

1) The following information must be submitted with the Development Agreement Compliance Permit application for any phase of for-sale or rental residential units within the Developed Property:

(i) The total number of market rate units and the number of affordable dwelling units in that phase, as defined in this Agreement.
(ii) The number of bedrooms and bathrooms in each affordable unit in that phase.
(iii) The approximate square footage of each affordable unit in that phase.
(iv) The approximate location within any subdivision of land of each affordable unit in that phase.
(v) The pricing for each Affordable Dwelling Unit in that phase. The pricing or rental rate of each unit or lot shall be determined prior to issuing a Development Agreement Compliance Permit. At the time of sale, this price may be adjusted if there has been a change in the median income or a change in the formulas used in this ordinance.
(vi) Documentation and plans regarding the exterior appearance, materials and finishes of the development of each of the affordable units in that phase, unless it is stated that the market rate units and affordable units shall have identical exterior finishes.
(vii) Any and all other information that the Town Manager may require that is needed to demonstrate compliance with the Town's affordable housing policies.

5.3 Stormwater Management.

a) Stormwater management shall be integrated into the site, building, and landscape design. Stormwater management strategies shall be coordinated and applied in a comprehensive manner across the entire Property.
b) Nothing in this Agreement is intended to preclude the use of new or innovative stormwater technologies in the Development of the Property. In order to meet the design criteria of this Agreement the stormwater treatment facilities shall be designed according to the North Carolina Department of Environment and Natural Resources (NCDENR) Stormwater Best Management Practices Manual

and the Town of Chapel Hill Design Manual standards, as amended. If the specifications or guidelines of either design manual are more restrictive or apply a higher standard than the other, or other laws or regulations, the more restrictive specifications or guidelines shall prevail.

c) The initial Development Agreement Compliance Permit application submitted for the Development of the Developed Property shall include a Stormwater Management Plan and Report, which clearly identifies the stormwater impacts associated with the Property and clearly documents how those stormwater impacts will be mitigated by the stormwater management strategies and facilities identified in the application. The Stormwater Management Plan and Report shall clearly demonstrate compliance with the design criteria specified in this Agreement.

1) Peak Discharge Rate Limits. The post-development stormwater runoff peak discharge rate shall be controlled such that the post-development runoff peak discharge rate at all locations where stormwater runoff exits a treatment subbasin west of Wilson Creek and the Developed Property shall not exceed the pre-development (existing conditions) stormwater runoff peak discharge rate for the local 1-year (2.88 inches), 2-year (3.60 inches), 25-year (6.41 inches) 24-hour duration storm events.

2) 2-Year Volume Control. At each location where the stormwater exits the Property, the difference in the runoff volume generated by 2-year (3.60 inches) frequency, 24-hour duration storm event in the post-development conditions and runoff volume generated by the same storm event in the pre-development conditions shall be managed on-site by hydrologic abstraction or reuse. If all of the volume cannot be managed on-site by hydrologic abstraction or reuse, the remaining volume shall be released over a period of 2 days to 5 days.

3) 85% Total Suspended Solids (TSS) Removal Stormwater treatment shall be designed to achieve average annual eighty-five (85) per cent total suspended solids (TSS) removal and must apply to the volume of post-development runoff resulting from the first one-inch of precipitation from new impervious surfaces resulting from Development of the Property.

4) Nutrient Export Limitation per Jordan Watershed Stormwater Management for Development. Nitrogen and Phosphorus exported from the Developed Property shall not exceed 2.2 pounds/acre/year and 0.82 pounds/acre/year, respectively. All other aspects of the "Jordan Watershed Stormwater Management for New Development", as specified in Section 5.19 of the LUMO, as amended by the Town and NCDENR, including provisions for offset payments and annual inspection report shall apply to Development and shall include a summary of maintenance and inspection expenditures. Inspection must be performed by a North Carolina-registered Professional Engineer.

5) Watershed Protection District: Construction at the Property shall comply with Section 3.6.4 of the LUMO, as of the Effective Date and all applicable State regulations, as amended.

d) In addition to the design criteria specified in this Agreement, the Stormwater Management Plan and Report shall show that the Property will comply with the Low Impact Development practices specified in Section 5.3(j) of this Agreement. Additionally, the Stormwater Management Plan and Report and the Developed

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Property must comply with the applicable NPDES requirements and all applicable Federal and State and local stormwater and environmental rules.

e) Upon completion of the construction of stormwater management facilities for any sub-basin identified in the Stormwater Management Plan and prior to issuance of a certificate of occupancy for the first building completed within that sub-basin, the Developer Owners, Parcel Owners or Representative shall provide to the Town of Chapel Hill, the following:

1) A copy of the final plat or easement exhibit, signed and sealed by a North Carolina-registered Land Surveyor and recorded by the Orange County Register of Deeds, showing the "Stormwater Facility Easement(s)", the stormwater management facility(ies), and the maintenance access locations. For purposes of maintenance, the maintenance access must be shown on the exhibit and extend from the "Stormwater Facility Easement" to the nearest public right-of-way. The following notes must be included on the recorded final plat or easement exhibit.

   (i) All engineered stormwater management control, treatment, and conveyance structures located on or below the ground shall be wholly contained within an easement entitled: "Reserved Stormwater Facility Easement Hereby Dedicated" and shall be reserved from any Development which would obstruct or constrict the effective management, control, and conveyance of stormwater from or across the property, other than the approved design and operation functions.

   (ii) The Reserved Stormwater Facility Easement(s) and the facilities it/they protect are considered to be private, with the sole responsibility of the Developer Owners and/or Parcel Owners to provide for all required maintenance and operations as approved by the Town Manager.

   (iii) The Reserved Stormwater Facility Easement and the Operations and Maintenance Plan are binding on the Developer Owners and/or Parcel Owners.

2) A copy of the recorded maintenance covenant ("Operations and Maintenance Plan"), signed by the Developer Owners and Parcel Owners, if any, and recorded by the Orange County Register of Deeds, for the stormwater management facility(ies). The Operations and Maintenance Plan must include a description of the device(s) or structure(s), an inspections checklist, and operating and maintenance procedures. The plan shall identify contact information, who will perform the inspections, frequency of inspections, inspections and maintenance logs, any specific equipment needs or certifications (e.g., confined space certification), action levels or thresholds (e.g., remove sediment after depth exceeds one foot), and disposal methods.

3) Certified as-built plans, signed and sealed by a North Carolina-registered Professional Land Surveyor, showing building footprints, driveways, all other impervious surfaces, stormwater drainage/conveyance piping, and stormwater management structures. The as-built plans shall be in DXF binary format using State plane coordinates and NAVD 88.

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4) Certification, signed and sealed by a North Carolina-registered Professional Engineer, that the stormwater management facility(ies) was/were constructed in accordance with the approved plans and specifications.
5) Maintenance bond or other surety instrument satisfactory to the Town Manager, in an amount equal to one hundred twenty-five (125) percent of the construction cost of each stormwater management facility to assure maintenance, repair, or reconstruction necessary for adequate performance of the stormwater management facility or establish a stormwater maintenance (sinking fund) budget and escrow account in accordance with the requirements of Section 5.19 of the Land Use Management Ordinance.

f) Subject to approval by the Town Manager's designee and an encroachment agreement with the Town, only conveyance of stormwater appurtenant to site stormwater management facilities may be located in any street right-of-way maintained by the Town. Retention, detention, and water quality treatment to meet site stormwater regulations are prohibited within the public right-of-way.
g) All stormwater runoff from the Property will be detained and treated prior to entering or crossing the RCD Managed Zone or Stream Zone. No stormwater from the west side of Wilson Creek will be diverted to the east side of Wilson Creek. Stormwater treatment facilities may be constructed in Wilson Creek Preserve only for treatment of stormwater runoff generated from approved uses in the Preserve.
h) Monitoring of Wilson Creek will be conducted throughout the Wilson Creek Preserve for the purpose of documenting any changes (or lack thereof) in geomorphology and in-stream sediment and erosion conditions on Wilson Creek. Initial measurements shall be taken prior to any land clearing. Once Development begins, monitoring should occur annually at the same time each year and shall continue for five (5) years after construction is complete.
i) Geomorphic monitoring of Wilson Creek will be conducted throughout the Wilson Creek Preserve for the purpose of documenting any changes (or lack thereof) in geomorphology and in-stream sediment and erosion conditions on Wilson Creek. Initial measurements shall be taken previous to the occurrence of any land clearing. Once Development begins, monitoring should occur annually at the same time each year and shall continue for five (5) years after construction is complete.
j) The monitoring will utilize three cross-section locations. The most upstream cross-section will act as a "control" for the other two cross-sections to detect whether changes in those cross-sections are due to local conditions or wider watershed conditions. Additionally, the monitoring and cross-sections will comply with the following criteria:

1) Three cross-sections will be located on Wilson Creek at the following locations:

i. North of the southernmost boundary of the Property and north of the road culvert to be replaced;
ii. South of the northernmost boundary of the Property;
iii. At an intermediate point between the two locations identified above in (a) and (b).

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iv. The monitoring stations will be located at riffle areas; if suitable riffles are not available near to the aforementioned points, stations will be located at runs.

2) Both ends of the cross-sections shall be semi-permanently marked such that these ends can be easily found each year. Cross-section endpoints shall be located at the far edges of the floodplain or lowest terrace.
3) Cross-section surveys shall measure bank and bed elevations at no greater than a one-foot interval apart in the bank and channel areas (including high banks above natural bankfull) in order to capture fine-scale changes in the channel. Measurement locations above the high bank can be made at breakpoints as available.
4) A pebble count shall be conducted at each cross-section at the time of monitoring. If materials are too fine, a sieve analysis shall be done.
5) Photographs shall be taken at each cross-section end at the time of monitoring, including a minimum of one facing upstream and one facing downstream on each bank.
6) Three additional semi-permanently-marked photography points shall be established downstream of the points where treated stormwater would enter Wilson Creek. These points shall be placed such that upstream shots capture the confluence area.

k) Ecological monitoring of Wilson Creek and its major tributary in the Wilson Creek Preserve will be conducted for the purpose of documenting any changes (or lack thereof) in benthic community composition and abundance. An initial assessment in early 2016, and a final assessment five years (or at an alternate time determined by Town staff) after completion of construction, will be conducted at two sites – one on Wilson Creek and another on the major eastern tributary in Wilson Creek Preserve. The assessments will be conducted by Town staff or assigns using DENR biological protocols in coordination with other biological monitoring conducted by the Town. Prior to issuance of the first Development Agreement Compliance Permit the Developer shall submit a $2,000 payment-in-lieu to cover the total cost of sampling and organism identification for the two sites and two sampling times. A summary of monitoring activities should be included in each Annual Report.

l) The Developed Property will be designed to incorporate the following Low-Impact Development (LID) practices in order to provide stormwater infiltration and facilitate stormwater reuse. These LID practices are supplemental to the design criteria requirements of Section 5.3(c), and are stipulated to provide stormwater mitigation results beyond the current Town of Chapel Hill stormwater treatment requirement.

1) Tree planter/infiltration zones will be located along all internal streets where planted within 12’ or wider sidewalks. These zones shall be designed to capture and route excess stormwater runoff through permeable soils and will provide additional water detention and filtration beyond that required by current standards. A minimum of 125 tree planter/infiltration zones, each with a minimum of 300 cubic feet (CF) of free soil or structural soil, will provide for infiltration equal to or exceeding 5% of the sidewalk areas in which they are located.

2) Tree planter/infiltration zones may utilize any combination of tree grates, areas of free soil open to the air, or areas of suspended permeable pavers. Impervious sidewalk pavement suspended over free soil may also be used provided it is designed to accept the requisite volume of stormwater for which it is intended. The design for the tree planter/infiltration zones will include an underdrain to keep the soils from becoming oversaturated. The soil will have a minimum permeability of 2 inches/hour.

3) Level spreaders and vegetated filter strips will be incorporated into the final stormwater management design in order to reduce the bypass and increase infiltration at each storm water outlet. Preliminary design analysis indicates four locations will be needed to balance dispersion objectives and to minimize impact to the RCD. Designs shall provide for increased performance over baseline standards by spreading the runoff from at least the first 2 inches of rainfall on the site (as compared to the standard of the first inch of rainfall as is normal from the discharge of a stormwater facility). This would provide effective pollutant removal and infiltration for approximately 95% of all rainfall events.

4) Regenerative Conveyances will be incorporated in the final designs provided site conditions within the RCD are suitable for their use. A site analysis will be provided as a part of the preliminary design for evaluation by Town Staff. Regenerative conveyances will be used where practical to provide conveyance from the site stormwater discharge points to Wilson Creek.

5) High efficiency irrigation which utilizes captured stormwater or other non-potable reclaimed water (e.g. Orange Water and Sewer Authority (OWASA) reclaimed water) for primary irrigation needs will be provided. Irrigation storage capacity will be provided in addition to that required for detention of the design storm. Storage volumes will be provided during final design once plant species and areas are able to be quantified.

5.4 Transportation. – Updated information (June 3, 2015)

a) General Provisions.

1) All roads and streets within the Developed Property that may support public transit in the future shall be designed and constructed to meet Town standards for such use unless otherwise approved by the Town Manager. All improvements on 15-501 shall be designed according to the NCDOT Complete Streets guidelines subject to NCDOT approval. All pedestrian, bicycle, and greenway facilities within the Developed Property shall be designed and constructed to meet Town standards unless otherwise approved by the Town Manager. For all sidewalk, bicycle, and greenway facilities, easements will be granted to the Town and the public for public use.

2) Transit stops, transit passenger amenities, bus turnouts, or other transit facilities necessary to support the provision of safe, accessible and efficient public transit shall be incorporated into the design and

construction of all applicable new roads within the Developed Property. Appropriate parking restrictions shall be applied and enforced within bus stops. Transit stop design shall be consistent with Town standards or unless otherwise approved by the Town Manager.

3) Each Development Agreement Compliance Permit application will include information about the phasing of the appropriate roadway network connections and infrastructure to support occupancy of each building.

4) Layout of roads shall be generally consistent with Exhibit H. If improvements are proposed to circulation within the Developed Property, those improvements shall preserve an appropriate balance between bicycle, pedestrian, and vehicular traffic.

5) Sidewalks in the Developed Property shall be built to standards required under the Americans with Disabilities Act including where the sidewalks cross driveways. A sidewalk shall not be required to be altered if there is no Development adjacent to the sidewalk.

6) Pedestrian refuge islands shall be provided in crosswalks, subject to NCDOT approval where necessary, for all crossings of 6 lanes or more.

7) The Representative will be responsible for repairing roads damaged by construction of the Developed Property.

8) All roads and streets within the Developed Property, while privately owned, are public vehicular areas and subject to all applicable State and Town laws and ordinances.

9) Roads and amenities along the US 15-501 frontage shall be extended to the northern-most and southern-most property lines to provide connectivity. Final design is subject to NCDOT and Town approval.

b) Construction Management Plan.

1) Each Development Agreement Compliance Permit application shall include a construction management plan. The construction management plan shall, at a minimum:

i. Demonstrate how construction vehicle traffic will be managed and where the construction vehicle routes will be located.

ii. Identify any impacts to bicycle, pedestrian, vehicular, or Transit routes and/or facilities and indicate how these impacts will be mitigated.

iii. Show parking areas for on-site construction workers including plans to prohibit parking in residential neighborhoods.

iv. Identify construction staging and material storage areas.

v. Identify construction trailers and other associated temporary construction management structures.

vi. Indicate how Development will comply with the Town's Noise Ordinance (see Section 5.20 of this Agreement).

vii. Propose times and days when construction and noise from the Development are permitted.

viii. Indicate that the construction management plan will provide a phone number for noise notifications during the construction period. The Developer Owner or the Parcel Owner will post a sign on-site stating that noise issues can be reported by calling the posted phone number.

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ix. Submit written confirmation that Representative has provided information to contractors and subcontractors regarding noise mitigation requirements for Development for contractor and subcontractor review and compliance with same.

c) Traffic Impact Study (TIS).

1) Benchmark Set: The TIS for the Developed Property (see Exhibit K) was prepared and submitted in April 2014. Several Amendments to April 2014 TIS were prepared (see Exhibit K). The Benchmark is within +100 trips of PM peak hour trips (see Exhibit L).

2) Each Development Agreement Compliance Permit shall include a calculation of the cumulative trips generated by the Developed Property. Development that exceeds the Benchmark set above shall not be approved without a Major Modification.

3) Annual Trip Generation Report: Each Annual Report shall include a trip generation table using the 9th edition of the I.T.E. Manual showing the following:

i. Land use type built and a location map of the buildings;
ii. Land use type and location for buildings anticipated to begin construction in the next year;
iii. Comparison of trip generation table with the trips generated in the TIS dated April 2014.

4) Subsequent TIS updates:

i. If the Annual Report projects trips in excess of benchmark set above, the Developer Owner may choose to conduct a subsequent TIS to reflect future conditions, using current traffic counts.
ii. An updated TIS shall be conducted according to the Guidelines and Procedures used in the April 2014 TIS and the Town's Traffic Impact Study Guidelines.
iii. The cost of preparation of the TIS and subsequent updates shall be borne by the Developer Owner or Representative and shall be conducted by the Town's TIS Consultant.
iv. Each TIS shall consider transit, traffic, bicycle, pedestrian, and greenway transportation and shall address the accuracy of the projections and assumptions in the April 2014 TIS for the Developed Property.
v. If an updated TIS shows that proposed development continues to be below the trip benchmark and does not exceed the other standards set forth in this Agreement, development may proceed.

d) Specific Roadway Improvements.

1) All designs and construction details are subject to NCDOT and Town approval. All design plans are subject to approval by the Town Manager prior to the issuance of a permit for each phase of the construction. All roadway improvements including traffic signal upgrades and signal

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system improvements must be completed prior to issuance of the first Certificate of Occupancy.

2) Traffic Signal System Improvements. Traffic Signal System improvements shall include the following, subject to the approval by the Town Manager and NCDOT, and shall be done in conjunction with the corresponding roadway improvements:

   i. Traffic signal system timing plans for progression shall be studied, revised, and implemented in the Town system at all traffic signals on US 15/501 from Dogwood Acres Drive to NC 54 Westbound Off-Ramp.

3) Traffic signal upgrades on US 15/501 at the intersections with Market Street and Sumac Road shall be completed (including upgrades traffic signal and turn lanes) per terms of the April 2015 Traffic Impact Study Amendment and/or other design alternatives as required and approved by NCDOT and Town Manager. These improvements shall include the following:

   i. High visibility thermo-plastic pedestrian crosswalks and pedestrian signals on all approaches at Market Street/US Highway 15-501 and Sumac Road/US Highway 15-501 intersections;
   ii. Incorporation of APS Equipment to all traffic signal upgrades.
   iii. Bicycle activated loops on all approaches to the side streets at Market Street/US Highway 15-501 and Sumac Road/US Highway 15-501 intersections.

4) Improvements to be made prior to the issuance of the first Certificate of Occupancy of any building south of Sumac Road include:

   i. Slip street to be constructed;
   ii. All remaining on-site roads and bicycle/pedestrian facilities to be completed;
   iii. All remaining frontage improvements along US 15/501 not previously constructed, including turn lanes for any secondary entrances or exits, to be completed.

5) Slip Road.

   i. If the slip road is allowed by NCDOT to connect to Sumac Road, there shall not be a left-turn movement onto US Highway 15/501 and Sumac Road from the slip road.
   ii. If the slip road is not allowed by NCDOT for the full length between Middle Street and Sumac Road, it shall be allowed to divide the block between Middle Street and Sumac Road and onto Main Street.

6) The Developer Owner or Representative shall construct on-site roads and bicycle and pedestrian facilities along US 15/501 between Market Street and Sumac Road which shall include the following:

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i. Construction of sidewalks across the Developed Property frontage and continue along the Developed Property currently owned/occupied by Strata Solar, provided there is adequate width in the NCDOT right-of-way;
ii. Install Thermo-Plastic Sharrow Markings on all interior streets that do not have designated bike lanes;
iii. Install bike lanes on Market Street and Sumac Road between US Highway 15-501 and Main Street;
iv. Pedestrian walkways on both sides of every street as designated in Exhibit J;
v. No changes are proposed by the Developer to the existing bike lanes in US Highway 15/501.

7) Improvements at US 15/501/Market Street/Site Driveway.

i. Construction of southbound left turn lane(s) with NCDOT required full storage length and appropriate tapers on US 15/501.
ii. Construction of a second exclusive westbound left turn lane with appropriate tapers on Market Street if right-of-way permits and if required by NCDOT.
iii. Construction of an exclusive northbound right turn lane with NCDOT required full storage length and appropriate deceleration taper on US 15-501.
iv. Construction of dual ingress lanes and three egress lanes consisting of one exclusive left turn lane, an exclusive through lane, and an exclusive right turn lane, each with NCDOT required full storage length on the site access.
v. If required by NCDOT, provision of a minimum 300' protected internal driveway stem length prohibiting all turning and parking maneuvers on the site access.

8) Improvements at US 15/501/Sumac Road/Site Driveway.

i. Full access at Sumac Road, generally consistent with the site map (see Exhibit H), subject to NCDOT approval of final design and driveway permits.
ii. Construction of an exclusive southbound left turn lane with NCDOT required full storage length and appropriate deceleration taper on US 15/501.
iii. Construction of an exclusive northbound left turn lane with NCDOT required full storage length and appropriate deceleration tapers on US 15/501.
iv. Construction of an exclusive northbound right turn lane with NCDOT required full storage length and appropriate deceleration taper on US 15-501.
v. Construction of two ingress lanes and two egress lanes with NCDOT required full storage on the site access.
vi. Provision of a minimum of 300' of protected internal driveway stem length prohibiting all turning and parking maneuvers on the site access, if required by NCDOT.

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vii. Additional right-of-way requirements on property owned by others shall not be required of the Developer Owner for this Property.

9) US 15-501/Service Lane (south driveway).

i. Shall be constructed to right-in only from US 15-501.
ii. West-bound traffic on the service lane shall turn right onto the frontage road and shall not enter US 15-501.

10) Middle Street.

i. Shall have a right-turn from the Frontage Road to 15-501.
ii. Shall not have a right-turn in from US 15-501.

11) US 15-501/Culbreth Road/Mt. Carmel Church Road.

i. Restripe existing westbound Mt. Carmel Church Road approach for a shared left-turn/through lane and dual right-turn lanes.
ii. Upgrade traffic signal plan as required by NCDOT and Town.

e) Transit Improvements.

1) The Developer Owner or Representative shall make an annual contribution of $0.02 per square foot of completed heated building area to help fund transit service to the Property and Southern Village area. This contribution shall be made for the term of this Agreement and shall be adjusted each year on July 1st for any new buildings completed in the past twelve (12) months. The payment shall be made no later than September 1st of each year.

i. The first payment shall be made upon issuance of the first Certificate of Occupancy;
ii. The $0.02 contribution shall be adjusted annually with the Consumer Price Index (CPI) category “all urban consumers”;
iii. All payments made from three years after the Effective Date of this Agreement, provided a Certificate of Occupancy for the Developed Property has been issued, shall be no less than $10,000.

2) A bus pull-out shall be constructed between Sumac Road and Market Street along the northbound lanes of US 15-501, in a location to be agreed upon with Chapel Hill Transit and the Town Manager.
3) Bus facilities shall be built to the standard required by Chapel Hill Transit and shall accommodate any future design related to the implementation of bus rapid transit service.
4) If desired by Chapel Hill Transit, a second bus pull-out along the northbound side of US 15-501 shall be constructed near the southern boundary of the Developed Property prior to issuance of the Certificate of Occupancy for the southern-most building in the project.

f) Other Transportation-Related Contributions.

1) A contribution of $250,000 shall be made to the Town, with 50% of the payment prior to the approval of the first Development Agreement Compliance Permit and the second 50% paid or at the time of design or installation of a project identified by the Town Council, as described below or prior to approval of the third Development Agreement Compliance Permit, whichever comes first.

2) The Council may choose to use the funds for the following improvements:

i. Columbia Street and NC 54 Westbound Interchange.

(i) Extend the storage lengths of the existing dual left turns and right turn lanes of the off-ramp as required by NCDOT.
(ii) Upgrade the signal plan to include the extended turning lanes if needed by NCDOT.
(iii) Restripe the existing South Columbia/US 15-501 Fordham Blvd. interchange, from Purefoy Road to Mt. Carmel Church Road as shown in Exhibit M.

ii. A traffic study and/or installation of traffic calming measures on Dogwood Acres Drive, provided that:

(i) State statute and NCDOT requirements have been met for formation by the property owners on and around Dogwood Acres Drive of a legal entity to do the following:

a. Petition NCDOT for traffic calming;
b. Maintain the traffic calming improvements.

iii. Design and installation a pedestrian and bicycle crossing of US 15-501/Fordham Blvd. at Oteys Road, including the provision of a HAWK signal, as shown in Exhibit N.

iv. At a future date, the Council may make a determination on which improvements to fund and at what level.

5.5 Fiscal Impacts. – Updated information (June 3, 2015)

No ~~portion~~ more than 20% of the square footage of buildings on the Developed Property shall be exempt from taxes. This Section shall not apply to any public rights of way, property dedicated to and accepted by the Town of Chapel Hill, or any tax-exempt entity that provides payments in lieu of ad valorem property taxes owed to the Town and County in an amount equal to the amount of taxes that such an entity would otherwise be required to pay to the Town and County if such an entity were not considered to be tax-exempt. Pursuant to Section 5.26 of this Agreement, the Developer Owners and Parcel Owners, if any, or the Representative on behalf of the Developer Owners and Parcel Owners, if any, shall inform the Town in the Annual Report as to whether the Developer Owner of each building located within the Developed Property is considered to be tax-exempt.

5.6 Design Standards and Public Art.

a) Design Standards for transparent window coverage, drive-through windows, signage (including Wayfinding signage), waste collection and loading functions, green building features, and other building and site design details are detailed in the Exhibit J.
b) Public Art in the Developed Property, if provided, shall be installed and maintained by the Developer Owners or Representative. Public Art installations that occur will be in a place visible by and to the public whenever possible. The Developer Owners or Representative will consult with the Town of Chapel Hill Public and Cultural Arts Office or its successor to discuss options for public art as the Development moves forward. Additional information included in Exhibit J.

5.7 Public Schools.

a) The Schools Adequate Public Facilities Ordinance (SAPFO) shall apply to the Developed Property and a summary of impact fees shall be included in the Annual Report.
b) The Developer Owner or Representative shall engage in conversations with the Chapel Hill-Carrboro City School Board regarding appropriate contribution of land and/or financial support for educational purposes.
c) The Developer Owner or Representative shall include an update on these conversations and any decisions in the first Annual Report (see Section 5.26).

5.8 Open Space and Parks. – Updated information (June 3, 2015)

a) The Property will incorporate open space, parks and recreation areas as an integral part of the Property. These amenities shall be coordinated and applied in a comprehensive manner across the entire Property. Additional details for the open spaces are provided in Exhibit J to this Agreement. This section sets forth the requirements governing open space, parks and recreation areas associated with the Property. The Developer Owner shall make the parks available in a condition that protects the general safety and welfare of the public.
b) Designated parks shall remain parks and not be developed for other uses.
c) The design for individual parks shall be approved by the Town Manager prior to the construction of the parks and open spaces. The plans for the parks shall include information regarding amenities, utilities, hardscape, stormwater management facilities, plantings, bicycle parking, signage, lighting, and additional information as appropriate.

1) Wilson Creek Preserve (see (2)(i-iii) below), which contains the Quarry, shall be preserved in perpetuity through a deed to the Town of Chapel Hill for preservation and recreation and additional conservation measures that are taken by the Town of Chapel Hill upon receipt of said deed.
2) The Wilson Creek Preserve shall exclude the following:

i. Approximately 2.9 acres of isolated property north of the parcel with the Parcel Identifier Number 9787243925 and east of Wilson Creek Managed Use Zone;
ii. A 100 foot buffer strip extending from the western limits of (2)(i) above to 15-501

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iii. A 100 foot buffer along the southern boundary west of Wilson Creek common to the parcel with the Parcel Identifier Number 9787028120 and extending to US Highway 15-501.

3) A linear park along Wilson Creek Lane will include all lands from Wilson Creek Lane to the Wilson Creek Preserve, hereinafter referred to as "Wilson Creek Park" and totaling approximately 3 acres, as shown in Exhibit J.
4) Overlook Park shall be located along Wilson Creek Lane.
5) A neighborhood park space, hereinafter referred to as "Highland Park," shall consist of a minimum of 1.2 acres, as shown in Exhibit J. The park shall be suitable for both passive and active recreation and shall be designed as a community gathering space. Highland Park shall include a water feature, and public-access restrooms shall be provided adjacent or accessible to Highland Park with appropriate signage.
6) Wilson Creek Preserve, the Quarry in Wilson Creek Preserve, Overlook Park, and Highland Park shall be open to the public at the issuance of the Certificate of Occupancy for the first free-standing building on the Developed Property.
7) Prior to issuance of the Certificate of Occupancy for the first free-standing building on the Developed Property, the following conditions shall be met:

   i. Town approval of the park plan;
   ii. The single pedestrian/maintenance bridge over Wilson Creek is constructed;
   iii. The quarry restoration is complete;
   iv. At least one trail to the quarry has been constructed;
   v. A deed for the Wilson Creek Preserve has been submitted to the Town.

8) The Developer Owner or Representative shall maintain the pedestrian/maintenance bridge over Wilson Creek beyond the expiration of this Agreement.
9) The Wilson Creek Linear Park shall be available to the public as immediately adjacent townhouse buildings are issued Certificates of Occupancy.
10) The paved sidepath, built to AASHTO or NACTO standards, shall be provided along the Developed Property's entire frontage of US Highway 15-501. In areas where gaps in the property lines exist the developer shall build the sidepath within NCDOT's right of way, if NCDOT grants permission for such construction. Construction of each segment of the sidepath shall be completed at the same time as adjacent buildings.

d) The Developer Owner and Parcel Owners shall grant a public access easement to the Town over all parks, greenways, trails, and sidepaths. The easements shall make all such facilities available to the public; permitting public use of the parks subject to the Town's normal rules of use. Park identification signage shall include language indicating that public access to the park is permitted.

5.9 Recreation Areas.

a) Recreation space requirements as required in the LUMO are satisfied by the provision of the Wilson Creek Preserve (see Section 5.12) and parks proposed as illustrated in Exhibit J.
b) Recreation areas designed for use by residents or patrons may include indoor areas as well as active outdoor areas.
c) Recreation areas shall include dedicated site furniture including benches, trash receptacles, and lighting unique to specific spaces.
d) All recreation areas on the west side of Wilson Creek shall comply with all American with Disabilities Act (ADA) guidelines for accessibility. This includes the path from Overlook Park to the pedestrian bridge in the Wilson Creek Preserve. Any recreation facility located on the east side of Wilson Creek that can be accessed via an ADA-compatible path or drive shall comply with all ADA guidelines for accessibility. However, natural surface trails and other recreation facilities that are remote from ADA parking and access paths will not be required to be ADA accessible.

5.10 Greenways and Sidepaths.- Updated information (June 3, 2015)

a) The location of greenways and sidepaths for pedestrians and cyclists on the Property will be generally consistent with Exhibit J.
b) The Town shall make available all easements and permits necessary to construct greenway connections.
c) All greenways and sidepaths shall be built to AASHTO or NACTO standards for the shared use by pedestrians and bicyclists. Alternative standards can be applied in cases where the location of the greenway requires a reduced width or design modification due to building location. The use of alternative standards must be approved by the Town Manager. Public restrooms shall be provided and shall be accessible to Highland Park and Overlook Park. A water feature in Overlook Park shall be allowable.
d) All greenways and sidepaths shall be constructed of concrete and not asphalt.
e) The Master Owners Association will maintain the greenways and sidepath within the Property under the same operating conditions as Town-owned greenways with regards to maintenance, lighting, and hours of operation, providing that the replacement of severely damaged concreate sections of the same shall be the responsibility of the Town. The Town shall own and maintain the portion of the greenway located on the west side of US Highway 15-501.
f) The Developer Owner or Representative shall grant a public access easement to the Town over all greenways and sidepaths available to the public and permit pedestrian, bicycle, and motorized wheelchair use of the greenway or sidepath.
g) The Town shall have the right to make emergency repairs and charge the cost of those repairs to the Developer Owner or Representative in the event that the Town determines that the Master Owners Association has not maintained greenways, trails, and sidepaths to the extent needed to assure proper and safe functioning of the facilities.
h) The Developer Owner or Representative shall maintain the greenways and sidepaths beyond the expiration of this Agreement.

5.11 Pedestrian and Bicycle Bridge Across US Highway 15-501. – Updated information (June 3, 2015)

a) The Developer Owner or Representative shall construct a pedestrian and bicycle bridge which connects the Developed Property to the Southern Village Park and Ride Lot Area, as shown in Exhibit J. The bridge shall span US Highway 15-501. The exact location of the bridge, access ramps, and trail must be approved by the Town Manager.

b) Upon completion and opening of the bridge, the title shall be transferred to the Town and maintenance shall continue to be the responsibility of the Master Owners Association. The bridge shall be maintained to standards acceptable to the Town of Chapel Hill and NCDOT.

c) The bicycle and pedestrian bridge over US 15-501 shall be completed prior to the earlier of:

   1) The opening of any single retail tenant over 50,000 square feet;
   2) The issuance of a Certificate of Occupancy for the building that takes the development over 600,000 square feet of heated space; or
   3) Issuance of the Certificate of Occupancy for the 350th residential unit.

d) The bridge and approach ramps shall be a minimum of 12 feet wide (rub rail to rub rail). The bridge, approach ramps, and greenway trail shall be built to AASHTO or NACTO standards.

e) The Town shall provide the property needed for the western landing of the bridge including access ramps and access trail.

f) At any such time that the Southern Village Park and Ride Lot is redeveloped, an equitable sharing of maintenance costs will be negotiated with the Developer Owner, Parcel Owner, or Representative.

g) The Town shall have the right to make emergency repairs and charge the cost of those repairs to the Developer Owner or Representative in the event that the Town determines that the Master Owners Association has not maintained the pedestrian and bicycle bridge to the extent needed to assure proper and safe functioning of the bridge.

h) The location, design, and construction of the pedestrian and bicycle bridge are subject to NCDOT approval.

i) The Developer Owner or Representative shall develop a maintenance and inspection plan and perform inspections of the structure at least once every two years by a qualified bridge inspection firm based on National Bridge Inspection Standards and shall provide NCDOT copies of the inspection reports.

j) NCDOT reserves the require repair, replacement, reconstruction or demolition of any partially or wholly completed bridge that is determined to be unsafe or substandard in design, construction or condition.

k) The Developer Owner or Representative shall be required to post sufficient continuing bonds and liability insurance for maintenance and repair of the bridge.

l) The Developer Owner or Representative shall maintain the pedestrian and bicycle bridge beyond the expiration of this Agreement.

m) The Developer Owner or Representative shall consult with the Chapel Hill Public Arts Commission to invite comments on the appearance of structural components of the bridge and shall explore opportunities for public art to be incorporated into bridge design.

5.12 Wilson Creek Preserve. – Updated information (June 3, 2015)

a) The Developer Owner shall provide an 85 acre open space tract that includes all lands as shown on Exhibit A and Exhibit O. hereinafter referred to as the "Wilson Creek Preserve," including a portion of property owned by the Town of Chapel Hill (see Exhibits M and O). The Wilson Creek Preserve shall extend from the outer limit of the managed use zone of the Resource Conservation District on the west side of Wilson Creek to the eastern property limits of the Property and shall include a buffer strip along the southern boundary west of Wilson Creek.

b) The tract shall be owned by the Town of Chapel Hill. The Town shall further protect all or portions of the Wilson Creek Preserve by granting a conservation easement(s) to a third party or other means approved by the Town Manager. Once it is deeded, any further trails or development in the Preserve shall be identified and paid for by the Town, consistent with the terms of any conservation easements. The Developer Owner shall be obligated to maintain only the trails that are agreed to as part of the Agreement.

c) The Master Owners Association shall be responsible for all maintenance activities within the Wilson Creek Preserve.

d) The Developer Owner shall make minimal changes to the hardwood tree cover.

e) The following allowable uses and activities within the Wilson Creek Preserve shall be in general keeping with Exhibit J. All uses described shall be consistent with plans and procedures approved by the Town Manager.

   i. Grading and restoration of the quarry area using clean soil, sand, gravel and stone from the development site;
   ii. Natural surface trails;
   iii. One pedestrian bridge;
   iv. Maintenance access ways;
   v. Picnic shelters, areas and support facilities;
   vi. Forest management;
   vii. Stormwater management associated with approved uses in the Preserve;
   viii. Invasive plant species management;
   ix. Maintenance; and
   x. Other uses as approved by the Town Manager.

f) The Developer Owner or Representative shall provide a minimum six (6)-foot-wide pedestrian bridge over Wilson Creek as the access point for users of the Wilson Creek Preserve. A maximum of one (1) bridge is allowed, and the bridge shall be constructed of cor-ten steel or similar, have concrete decking, and shall be designed to handle light maintenance equipment. The exact location and specifications of the bridge must be approved by the Town Manager.

g) The Developer Owner shall construct a minimum of 8,000 linear feet of natural and/or gravel surface trails within the Wilson Creek Preserve. The trails shall roughly conform to the trails plan in Exhibit J. The Town and Developer Owner or Representative may change the trail plan in order to maximize user enjoyment, expand the trail system, preserve the environment, avoid trees, avoid drainage and erosion issues, and to provide a better trail plan. Trails will be primarily field located. The natural surface trails will have limited accessibility for mobility-impaired individuals.

h) The final trail plans must be approved by the Town Manager. The trail plan will likely evolve with time with resultant changes to the trail system to promote user and environmental benefits. The Town shall have the right to make emergency repairs and charge the cost of those repairs to the Developer Owner or Representative in the event that the Town determines that the Master Owners

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Association has not maintained greenways and sidepaths to the extent needed to assure proper and safe functioning of the facilities.

i) The Developer Owner or Representative shall post appropriate signage to assist trail users and other purposes. A signage plan must be approved by the Town Manager prior to implementation. No signs shall be mounted directly on trees.

j) The Developer Owner or Representative shall survey and sign the boundaries of the Wilson Creek Preserve. Signs shall indicate that the Property is owned by the Town for open space purposes and shall be placed approximately every 100 feet along the Property line. Upon completion of the boundary survey, Town staff shall walk the property line and approve the boundary markings prior to Town's acceptance of the property.

k) The Town shall exchange a portion of the Town-owned property surrounded by the Developed Property (see Exhibits M and O) for the dedication of the Wilson Creek Preserve which provides a greater recreation benefit to the Town of Chapel Hill than the portion of land to be exchanged. Furthermore, the additional benefits accrued to the Town through this exchange and this Agreement provide a substantial increase in overall benefits, including recreation, to the Town and its residents. The exchange also provides an increased benefit to surrounding property owners not in the Town, consistent with and in expansion of the original intent met through dedication of this property to the Town as recreation space when those subdivisions were approved.

l) Roads, utilities, sidewalks, bicycle facilities, and other support facilities shall be allowed within the strip of land that is adjacent to US Highway 15-501 and lies west of Wilson Creek and along the southern border of the Developed Property. This strip shall be considered a buffer area, but not a preservation area.

m) The Developer Owner or Representative shall maintain the Wilson Creek Preserve beyond the expiration of this Agreement.

5.13 Quarry Restoration.

a) Clean soil, sand, gravel and stone from the Developed Property site may be used as fill in the restoration of the quarry area.

b) The fill material must be placed in a stable manner, have a final layer of top soil and a final slope of 3:1 or less unless design includes a slope stability analysis, which confirms and documents that a steeper slope will be stable. In no condition, however, can any fill slope be steeper than 2:1. Large stone (stone that cannot be used as fill material) from the Developed Property site may be placed in the quarry area in a manner consistent with the approved uses, restoration plan and function of the public area.

c) The sheer edges in the quarry area shall be reduced to best of the Developer Owner or Representative's ability while balancing environmental needs.

d) A restoration plan must be submitted and approved by the Town Manager prior to any land disturbance activity. The restoration plan must include:

1) Proposed grading plan – Including locations of fill and lift depth, final slopes, acceptable fill materials, runoff management, and slope stabilization methods.

2) An invasive species management plan – Including target species, methods of control, timelines and schedules, monitoring, potential adaptive management and duration, and responsible parties.

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3) A forest restoration plan – Including soil analysis and amendment; tree, shrub, and understory species planting schedule and details (including replanting as necessary); monitoring; potential adaptive management and duration; and responsible parties.
4) Overflow/outflow management for the pond directly in the restoration area – Including determination of current outflow conditions and locations, need for stabilization of water level and outflow channels.

e) Restoration shall be generally in keeping with Exhibit P.
f) The Quarry shall not be opened to the public until such time as remediation efforts have made the area safe for public use.

5.14 Historic and Cultural Features. – Updated information (June 3, 2015)

a) A former structure on this site housed a motel and diner known as Watts Motel, which became historically significant during the U.S. Civil Rights movement of the 1960's. At the time that a new structure is built at the location of the former Watts Motel, the Developer Owners or Designated Representative shall create and install a historical marker, at a place convenient and accessible to the public and near the location of the former diner, with information describing events that occurred at Watts Motel on January 3, 1964 and their historical significance.
b) The tributary on the site, east of and flowing into Wilson Creek, shall be named Klopfer Creek in honor of Professor Peter Klopfer whose name is on the historic Court decision arising from the 1964 events. The creek may be renamed after execution of the Agreement.
c) The Developer Owner or Representative will provide an update about the status of these features pursuant to the requirements in Section 5.26.

5.15 Solid Waste Management.

a) Solid waste collection shall be provided to all new uses within the Developed Property by the Developer Owners or Representative or the Parcel Owners, if applicable. The Developer Owners or the Representative or the Parcel Owners, if any, shall include Orange County Solid Waste in pre-construction conferences for buildings.
b) Solid waste shall be managed by the Developer Owners or the Representative for all new buildings in the Developed Property. The Developer Owners or the Representative or the Parcel Owners, if applicable, shall design projects such that construction and demolition recycling, reuse, salvage, and waste reduction are maximized.
c) Construction waste shall be managed in accordance with Town standards and with the Orange County Regulated Materials Ordinance.
d) Each individual Development Agreement Compliance Permit shall provide clear direction on who will provide solid waste service for each building, and each building will be designed accordingly.

5.16 Stream Buffers. Development design and construction shall comply with the stream buffer requirements contained in LUMO Sections 3.6.3 Resource Conservation District and 5.18 Jordan watershed riparian buffer protection. The Developer Owners, Parcel Owners or the Representative retain the right to appeal stream classifications in accordance with the Town's appeal process to a final determination. Relocation of

Wilson Creek Lane into the Resource Conservation District would require Town Council approval.

5.17 Landscaping Standards. – Updated information (June 3, 2015)

a) The Developed Property shall include significant street, landscape and natural plantings and landscaped areas and tree protection measures. 60% of the street trees will be native plant species or drought-tolerant species. Landscaping shall be non-invasive. A portion of the tree and landscape areas may also have a stormwater management function at the Developed Property.

b) A street tree planting plan that provides for shading of sidewalk and street pavement areas shall be incorporated into the Developed Property. Due to the preservation of Wilson Creek Preserve (see Section 5.12), no tree canopy requirements are applicable on the Developed Property.

c) The applicant shall include the following information in each Development Agreement Compliance Permit application:

1) A plan of street landscaping and landscaped areas and associated irrigation;
2) A planting list using at least 60% native or drought-tolerant trees from the Town's Design Manual for canopy trees or other approved species;
3) Details for proposed tree pits and grates;
4) Identification of conflicts between street trees and utilities.

d) A tree maintenance program will be provided with the first Development Agreement Compliance Permit application.

e) A maintenance program of best forestry management practices within the Preserve will be submitted for approval by the Town Manager.

f) See Exhibit J for landscape standards for specific site areas.

5.18 Sediment and Erosion Control.

a) Development design and construction shall comply with applicable state and local soil and erosion control regulations and shall incorporate erosion and sediment control measures for all land-disturbing activities. The Developer Owners, Parcel Owners or the Representative shall be responsible for implementing erosion and sedimentation control measures for all land disturbing projects.

b) The Property will meet the following higher standards during construction:

Erosion Control Item	Orange County Requirement	Property's Standard
Cleared Area	Unlimited	8 acres
Skimmer Basin		
- Design Storm	10 year	100 year
- Number of Baffles	3	5
- Draw down time (10-year storm)	2-5 days	2-5 days
- Basin Freeboard height	1 foot	2 feet
Temp. Diversion Ditch Capacity	10 year	25 year
Temp. Diversion Ditch Lining	2 year	10 year
Perimeter Silt Fence	Wire	Chain Link

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Inspection Frequency	After storm event	Daily
Construction Sequencing	2 stages	4 stages
Temporary Seeding Time	14 days	7 days
Construction Entrance	50 feet	75 feet
Wash rack at entrance	Not required	Provided
Polyacrylamide	Not required	Provided

c) Before starting any land-disturbing activity that results in a cumulative disturbance greater than twenty thousand (20,000) square feet, the Developer Owners, Parcel Owners, or the Representative shall obtain a grading permit from the Orange County Erosion Control Division.

d) The Developer Owners, Parcel Owners or the Representative if any, shall include the erosion and sediment control plan in the Development Agreement Compliance Permit application.

5.19 Neighboring Lands, Compatibility, Buffers.

a) The Property shall respect existing development adjacent to the Property.

b) Development that occurs on the site will adhere to the buffer, lighting, drainage, and noise impact standards set forth in this Agreement and Exhibit J.

c) Neighborhood and local streets located outside of the Property, with the exception of the existing driveway located on the Property leading from US Highway 15-501 to an existing commercial building, shall not be used for construction traffic.

d) The Developer Owners or Representative shall provide a mailing list and postage for the Town to mail a notice to property owners within 1,000 feet of the Property prior to the issuance of the first Development Agreement Compliance Permit.

5.20 Noise.

a) As provided in Section 4.9 (Development Agreement Compliance Permit application section), prior to the Development of or construction on the Property, a Developer Owner or Representative who intends to develop or construct upon the Property shall apply for a Development Agreement Compliance Permit application, which shall include a construction management plan and provide the following noise-mitigation information at a minimum:

1) Indicate how the project construction will comply with the Town's Noise Ordinance; and

2) Provide a telephone number for noise notifications during the construction period.

b) The Developer Owner or Representative shall post a sign on-site where the Development is to occur stating that noise issues can be reported by calling the posted telephone number.

5.21 Lighting.

a) Lighting design for the Property will be consistent with IES Standards with respect to illumination levels.

b) NCDOT standards for light trespass will govern the frontages along US Highway 15-501 where additional lighting is desired along the sidepath provided at this location.
c) All other external boundaries of the Property will comply with LUMO standards for light trespass.
d) Full cut-off fixtures will be used for all area lighting. Limited building accent lighting will be shielded to minimize conflicts with adjacent residences and dark skies objectives.
e) Additional details on lighting design are in Exhibit J.

5.22 Specific Site Development Standards.

a) Site design shall comply with the Town of Chapel Hill Engineering Design Manual and the LUMO unless otherwise stated in this document.
b) If there is a conflict, this Agreement's standards supersede the Town's standards.
c) No burning of construction debris is permitted on-site.
d) Where alternate development standards (i.e. curb radii, parking stall sizes, etc.) can be demonstrated to be equal or greater with regard to protecting the public health, safety and welfare, then they may be permitted within the bounds of the Developed Property subject to Town Manager approval.
e) The following are exceptions to the Town's Land Use Management Ordinance, Town's Design Manual, and Standard Details which are allowable at the Property.

1) Section 3.8 - Zoning District Uses and Dimensional Standards

i. No interior buffers or 15-501 buffers or setbacks are required. Open space buffers to neighboring properties are illustrated in Exhibit J.
ii. Land Use Intensities, heights, setbacks, floor area lot sizes and widths, recreations space, impervious surface limitations and other dimensional standards are specified in this Agreement and Exhibit J. The Town's Land Use Intensities and Dimensional Standards are not applicable. No setbacks shall be required internal to the Developed Property other than those proposed by the NC Building Code or NC Fire Code.
iii. Individual parcels may be subdivided and not subject to Land Use Intensities Standards for setbacks, lot widths, impervious surface and other dimensional standards.

2) Section 5.6 - Landscape, Screening and Buffering

i. Allowable sidewalk materials and prescribed widths are enumerated in Exhibit J. Any of the proposed materials may be used throughout the Developed Property subject to ADA requirements for accessibility.
ii. Street tree minimum sizes and spacing in the Developed Property are defined in Exhibit J which supersedes the Town's LUMO Section 5.6 and Design Manual Section 3 Standards for Planting and Screening. On-street parking shall not be required to be

screened. Where required site triangles prevent normal placement of street trees within 5' of the back of curb, these zones will not be included in the total length of street calculation for tree spacing.

iii. The separation and/or screening of sidewalk dining areas as required by the LUMO are not applicable to the Developed Property. Where delineation of dining areas is desired, it may be achieved through alternate means (i.e. furniture placement and orientation, planters, roping, transparent screens, etc.). In all cases a minimum 5' unobstructed clear zone will be demonstrated where other uses (dining) are allowed to encroach on sidewalk areas.

iv. Where sidewalk paving abuts building facades along storefronts, entranceways or solid building walls less than 25 ft. in length, no minimum planting areas shall be required.

3) Section 5.9.6: Parking and Loading (applies to surface parking)

i. While the Developed Property is designed to limit surface parking to on-street parking along private streets, some situations may include small areas of off-street surface parking to serve convenience or valet services or to satisfy ADA requirements for locating parking adjacent to building entrances. Where these situations occur (i.e. age-restricted housing, hotel and office lobbies, etc.) and are limited to 10 spaces or less, the requirements of Section 5.9.6 of the LUMO shall not be applicable.

4) Section 5.9.7: Minimum and Maximum Off-Street Parking Space Requirements (Specifies parking space ratios to building areas)

i. Parking Requirements. The Developed Property shall conform to the parking requirements of Town Center-1 subject to the following modifications:

(i) Section 5.9.7 - Parking Table (Town Center Zoning District requirements)

Use	Minimum	Maximum
Bank	N/A	1 per 250 sq. ft. of floor area
Business, general (retail)	N/A	1 per 250 sq. ft. of floor area
Business, office type	N/A	1 per 333 sq. ft. of floor area
Clinic	N/A	1 per 333 sq. ft. of floor area
Residential	N/A	1 per bedroom and/or 2 max per unit
Hotel	N/A	1 per lodging unit

ii. Bicycle Parking. Bicycle parking shall be in compliance with the LUMO Minimum and Maximum Off-Street Parking Space Requirements (Section 5.9.7) and shall be demonstrated for each Development Agreement Compliance Permit.

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iii. The bicycle parking design must comply with the Spring 2010 Association of Pedestrian and Bicycle Professionals Guidelines, and the Class I and Class II bicycle parking standards required by the Town Design Manual.

iv. Five years after the receipt of the first Certificate of Occupancy, the Developer Owner or Representative shall conduct an evaluation of the amount of bicycle parking that is provided at the Developed Property and provide additional bicycle parking if necessary.

5) Section 5.9.8: Loading Space Design Standards is modified as follows:

i. Loading spaces shall be designed to accommodate the specific vehicles for which their use is intended and may be configured to require a dual maneuver for access.

ii. Loading spaces may make use of private streets for maneuvering.

iii. Loading spaces shall be planned and designed to minimize nuisance impacts to adjacent land uses by screening, orientation or location; however, screening is not required where it is demonstrated that nuisance impacts are otherwise mitigated.

6) Section 5.9.10 - Minimum Off-Street Loading Space Requirements

i. These standards shall serve as a guide; however, where it can be demonstrated that the specific tenants to be served (1) demand fewer service areas, (2) can utilize combined service areas, (3) can stagger service hours or (4) can be served effectively from on-street facilities, an alternate to the Standards of Section 5.9.10 may be approved by the Town Manager.

f) The following are exceptions to the Town of Chapel Hill Design Manual and Standard Details which are allowable at the Property.

1) Section 4 - Access and Circulation - Appendix 4-A - Street Classifications and Standards

i. Streets within the project will be classified as "local" streets which shall be privately maintained, and shall meet the standards of Table 4-A-1 and Table 4-A-2 with the following exceptions:

ii. Table 4-A-1

(i) Design speed - 15 mph or 20 mph

(ii) Bike Lanes – provided on main streets intersecting US Highway 15-501 only. Sharrow bicycle pavement markings shall be provided through-out other local streets.

(iii) On Street Parking - Allowed on both sides of streets

(iv) Intersection Spacing - 100' minimum.

(v) Access Control - Non-residential access to local street is allowed.

iii. Table 4-A-2

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(i) Street Grade (%) - Maximum 18%
(ii) Minimum Horizontal Centerline Radius - 50'
(iii) Minimum Street Corner Radius - 10'

2) Section 4.e – Structural Standards - Pavement Materials and Sections (8" or 10" CABC (stone base) & 3" asphalt surface depending on type of street and location)
3) Pavement sections for streets on site will be in accordance with the site specific recommendations of a geotechnical engineer based on a through site soils investigation.
4) GrassPave2, or alternate, stabilized turf, as designed by the geotechnical engineer, may be used for fire access or other temporary use vehicular drives as a pavement type.
5) Permeable pavements, or pavers, as designed by the geotechnical engineer, may be used in selected locations.
6) Concrete, stamped concrete, imprinted asphalt or brick pavers may be used along with grooved detectable warning strips for pedestrian crossings as allowed by ADA Standards for private streets.
7) Section 4.13 - Bicycle Paths - All sidepaths and greenways shall comply with AASHTO or NACTO standards; however, the following exceptions are permitted, subject to Town Manager approval:

   i. 3-foot shoulders may not be required if there are demonstrable site constraints that would make 3-foot shoulders impractical
   ii. A 15 mph design speed may be allowed.
   iii. Alternate design solutions may be approved by the Town Manager where strict compliance to AASHTO standards is impractical and the alternate meets the intent of the standards.

8) Section 4.2.8 - Sight Line Triangles

   i. Internal sight line triangles will be based on AASHTO Stopping Sight Distance for the posted speed limit (15'x80' for 15 mph and 15'x115' for 20 mph)
   ii. NCDOT standards will be applied for sight distance triangles at the Developed Property driveway connections to 15-501.

9) Section 5 - Parking and Loading Standards

   i. There shall be no limit on the number of contiguous on-street parking spaces.
   ii. On-street parallel parking may be reduced to 8’ x 21’.
   iii. Diagonal on-street parking shall include a 2’ bumper overhang of the curb/sidewalk area for calculating total stall depth.
   iv. The maximum number of compact spaces shall not be limited.
   v. Off-street loading and maneuvering spaces may make use of adjacent street area and may require dual maneuvers. The design of each loading space shall minimize the required number of maneuvers and shall be appropriate for the intended use and frequency of use.

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10) Section 7.7 - Easements –Sharing of Utility Easements and Allowed Encroachments

i. Alternate Standard: Subject to approval of Orange Water and Sewer Authority (OWASA), OWASA Easements - 20' easement, 10' off centerline of proposed sewer line or water line for a combined easement of 30' wide may be permitted. Plantings may be allowed in the outer 5' of the easement. Stormwater conveyance piping and structures are allowed within the OWASA easements with adequate horizontal or vertical relationships to allow for required maintenance. OWASA easements may overlap with other easements as long as actual lines are outside the OWASA easement. Any proposed revisions to easements for infrastructure maintained by the Town of Chapel Hill are subject to approval of the Town Manager.

ii. "Dry" (gas, power, lighting, communications) utility easements – Subject to appropriate approvals by the utility providers, varying width blanket easements following installed lines, or duct bank, or maximum 5' off utility line may be permitted. Plantings may be allowed in outer 1/2 of the easements.

11) Section 8 - Lighting Levels

i. Street lighting shall be limited to the internal streets of the Developed Property and connecting intersections, except for pedestrian-level lighting that may be necessary in the public right-of-way frontage along the project frontage. Design standards shall be in accordance with IESNA, with consideration for high-risk areas as defined by Crime Prevention Through Environmental Design. Light trespass along US Highway 15-501 right of way shall be allowed pursuant to NCDOT Standards and limitations.

g) The following are exceptions to the Standard Details which are allowable at the Property.

1) SD-1 thru SD-10 Town standard stormwater drainage details shall be superseded by the following standards;

i. NCDOT standard catch basin with bicycle compliant grates, drop inlet, junction box or other structures may be used.

ii. Alternate grates or curb inlets may be used to match profile of proposed alternative curb and gutter sections.

2) ST-1C, ST-1D, ST-1E and ST-1F Town standard street cross-section shall be superseded by the following standards;

i. 18' edge-of-pavement to edge-of-pavement typical section.

ii. 26' face-to-face (w/o parking) for aerial fire apparatus access. Street section may include alternate curb design and Grass Pave 2.

iii. 34' face-to-face (parking one side) 42' face-to-face (parking both sides) for fire apparatus access.
iv. 16' face-to-face one-way street
v. 16' face-to-face public alley

3) ST-4 Town standard detail for sidewalks shall be superseded by the following standards specified in Exhibit J.

4) ST-14 and ST-15 Town standard detail for Traffic Control Devices shall be superseded by Exhibit J and the following standards:

i. Street name signs at entrance intersections with 15-501 will meet ST-14 requirements.
ii. Internal street signs for private streets may be decorative, unique to the project and are not required to meet the ST-14 standard.
iii. Signs at entrance intersections with 15-501 will meet ST-15 requirements.
iv. Signs within the 15-501 right-of-way will meet NCDOT signage standards.
v. Internal signs for private streets may be decorative, unique to the project and are not required to meet the ST-15 standard.
vi. Decorative sign posts may be utilized for all signage. Replacement, if required by the Town or NCDOT may utilize standard u-channel posts. U-channel posts may be replaced with decorative posts by the Developer Owner.
vii. Regulatory signs such as: Stop, Yield, Do Not Enter, Wrong Way and Speed Limit, Advance Warning shall be in accordance with the Manual on Uniform Traffic Control Devices (MUTCD).

5) TC-1 thru TC-8 Town standard details may be supplemented as follows:

i. Advanced traffic calming signage may not be required on 15 mph and 20 mph streets.
ii. Raised intersections, similar to a raised crosswalk, may be used. Design and construction details to be developed with Final Plans.
iii. Posted Speed Limits
iv. Local private streets may be posted at 15 mph or 20 mph.

6) Truck Access

i. Truck and emergency access routes will be identified and tested utilizing AutoTurn software. Some sweeping of vehicular movement across opposing traffic lanes, or dragging of rear wheels across heavy duty sidewalk / ramps / corners will be allowed.

5.23 Annexation. – Updated information (June 3, 2015)

a) Upon execution of this agreement and prior to recordation, the Developer Owner or Representative will submit a valid and binding petition for annexation of the entire Property into the limits of the Town of Chapel Hill. The Developer may identify a preferred targeted effective date of June 30, 2016 for said annexation.

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The parties agree that the effective date of annexation shall be determined by the Town within the parameters of State Law (G.S. Sec. 160A-31(d)).

5.24 Fire Code Requirements. – Updated information (June 3, 2015)

a) The Property shall fully comply and be in accordance with the North Carolina Fire Prevention Code and Appendices as adopted by the Town of Chapel Hill and any associated laws, rules, regulations and ordinances.

b) The appropriate owner(s) or association will be responsible for ensuring that all buildings in the Developed Property have working sprinklers and will be responsible for the ongoing maintenance of the systems. Additional information will be required by the Development Agreement Compliance Permit.

5.25 Historically Underutilized Businesses. – New Section (June 3, 2015)

a) The Developer Owner or Representative is committed to providing the entire contracting community access to building projects. The policy of the Developer Owner or Representative is to provide Historically Underutilized Businesses equal access and opportunity to participate fully in all aspects of the Development; to prohibit discrimination against businesses on the basis of race, color, national origin, or gender; to promote and encourage full and open competition; and to promote equal access to contracting opportunities among the various contractors and vendors that do business at the Property.

b) The goal of this policy is to ensure and promote equal and increased opportunities for all segments of the design and construction community to participate in the Development of the Property. The Developer Owner or Representative seeks to include those businesses owned by minorities that have been historically underutilized and excluded from the design, prime contractor, and subcontractor markets. The Developer Owner or Representative encourages all those associated with the development and construction on the Property to commit to this goal through a good faith effort.

c) The Annual Report shall include an overview of the number of Historically Underutilized Businesses that submitted proposals and the number and contact information of the Historically Underutilized Businesses that were hired.

5.26 Annual Report. – Updated information (June 3, 2015)

a) The Developer Owners and Parcel Owners, if any, or the Representative on behalf of the Developer Owners and Parcel Owners, if any, shall submit to the Town Manager an Annual Report that includes the information required by this Agreement and that provides all necessary information for the Town Manager to assess the Developer Owners', Parcel Owners' and the Representative's good faith compliance with the terms of this Agreement. This report shall form the basis for the Town Manager's periodic review of the Agreement as required by G.S. 160A-400.27(a). This required report is generally referred to as the "Annual Report."

b) The initial Annual Report shall be filed on or before September 1, 2016, and shall report on activities from July 1, 2015 through June 30, 2016. Subsequent reports shall be filed on or before September 1st each year and shall report on activities in the preceding fiscal year (the preceding reporting period).

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c) The Annual Report shall include the specified items set forth in this Agreement and listed in this Section. The failure to include in this Section an item expressly required to be included by other Sections of this Agreement shall not relieve the Developer Owners, Parcel Owners or the Representative of the responsibility to include that item in the Annual Report. The report may include such other items as deemed relevant by the Developer Owners or Parcel Owners, if any, or the Representative. The Town Manager may also request inclusion of other specific information or provide for its inclusion in the following year's Annual Report if such requested information reasonably relates to Development.

d) The Annual Report shall include the following specific information:

Number (for reference)	Section	Item	To be included in the first Annual Report	To be included in all Annual Reports
1	4.9(b)(10)	A one-time change in floor area of one thousand (1,000) square feet or fewer to any structure or building previously approved with a Development Agreement Compliance Permit		☑
2	4.12	Information regarding all individual Development Agreement Compliance Permits issued		☑
3	4.12	Infrastructure installed		☑
4	4.12	The status of participation by the Developer Owners, the Representative and the Parcel Owners in the provision of or financing of public infrastructure for the Development		☑
5	4.12	Dedications and acquisitions of infrastructure by the Developer Owners, Representative and Parcel Owners		☑

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Number (for reference)	Section	Item	To be included in the first Annual Report	To be included in all Annual Reports
6	4.12	Projected schedule for Development of the Property in the forthcoming year		☑
7	4.12	Report demonstrating good faith compliance by the Developer Owners, the Representative and the Parcel Owners with the terms of this Agreement		☑
8	5.2(b)(12)	Cumulative information about the for-sale and rental affordable units in the Developed Property		☑
9	5.2(b)(12)	How housing affordability is being monitored		☑
10	5.2(b)(12)	Data about the occupants of the rental properties including the income level and rent levels		☑
11	5.2(b)(12)	Total number of rental units built each year		☑
12	Section 5.3	Annual stormwater BMP inspection report including maintenance and inspection expenditures. Inspection must be performed by a North Carolina-registered Professional Engineer.		☑
13	Section 5.3	Wilson Creek monitoring report		☑
14	5.4(c)(4)	Trip generation table which includes items i, ii, and iii outlined in Section 5.4(c)(4)		☑

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Number (for reference)	Section	Item	To be included in the first Annual Report	To be included in all Annual Reports
15	Section 5.5	Whether the Developer Owner of each building located within the Developed Property is considered to be tax-exempt		☑
16	Section 5.7	Summary of Public Schools impact fees		☑
17	Section 5.7	Update on Developer Owner/Representative conversations with the Public Schools	☑	
18	Section 5.14	Status of Historic and Cultural Features		☑
19	Section 5.25(c)	Update on Historically Underutilized Businesses		☑
20	DA-1 Zoning District Requirement	Estimate of the number of employees and residents at the Developed Property		☑

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IN WITNESS WHEREOF, the Parties hereby set their hands and seals, effective the date first above written.

Town of Chapel Hill

By: _____
Title:_____

==========

State of North Carolina

County of Orange

I, the undersigned, a Notary Public of the County and State aforesaid, do hereby certify that _____ personally came before me this day and acknowledged that he or she is _____ of the Town of Chapel Hill and acknowledged, on behalf of the Town of Chapel Hill, the due execution of the foregoing instrument. Witness my hand and official stamp or seal, this the _____ day of _____, 2015.

_____
Notary Public

My Commission Expires:

_____

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IN WITNESS WHEREOF, the Parties hereby set their hands and seals, effective the date first above written.

OBEY CREEK VENTURES, LLC

By:_____
Title:_____

==========

State of North Carolina

County of Orange

I, the undersigned, a Notary Public of the County and State aforesaid, do hereby certify that _____ personally came before me this day and acknowledged that he or she is _____ of Obey Creek Ventures, LLC, and acknowledged, on behalf of Obey Creek Ventures, LLC, the due execution of the foregoing instrument. Witness my hand and official stamp or seal, this the _____ day of _____, 2015.

_____
Notary Public

My Commission Expires:

_____

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EXHIBITS INCORPORATED BY REFERENCE

Exhibit A: Obey Creek Map: Land Parcel Areas

Exhibit B: Boundary Map of the Developed Property

Exhibit C: Boundary Map of the Entire Property

Exhibit D: Legal Description of the Developed Property

Exhibit E: Legal Description of the Entire Property

Exhibit F: Boundary Map of the Town-Owned Property

Exhibit G: Legal Description of the Town-Owned Property

Exhibit H: Obey Creek Site Map

Exhibit I: Development Agreement Compliance Permit Application

Exhibit J: The Village at Obey Creek Design Guidelines

Exhibit K: Traffic Impact Study

Exhibit L: Summary of Trip Generation Data

Exhibit M: Diagram of South Columbia/US 15-501 Fordham Boulevard Interchange Restriping

Exhibit N: Proposed Crossing for Oteys Road

Exhibit O: Wilson Creek Preserve Boundary

Exhibit P: Restoration Area Map

EXHIBIT A

289

Zoning Boundary
42.44 acres

Development Area
34 acres +/-
DA-1

Wilson Creek

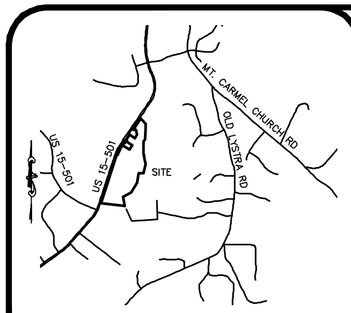
Wilson Creek

Wilson Creek Preserve
85 acres +/-
RL-D1

OBEY CREEK

Land Parcel Areas

0 150 300 450 FT



VICINITY MAP
NOT TO SCALE

I, RONALD T. FREDERICK, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION FROM DEED DESCRIPTION RECORDED IN BOOK AND PAGE (AS SHOWN) ; THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AND DRAWN FROM INFORMATION FOUND IN BOOK AND PAGE (AS SHOWN) ; THAT THE RATIO OF PRECISION AS CALCULATED IS 1: 42,000 ; AND THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER, AND SEAL THIS

_____ DAY OF _____, A.D. 20__.

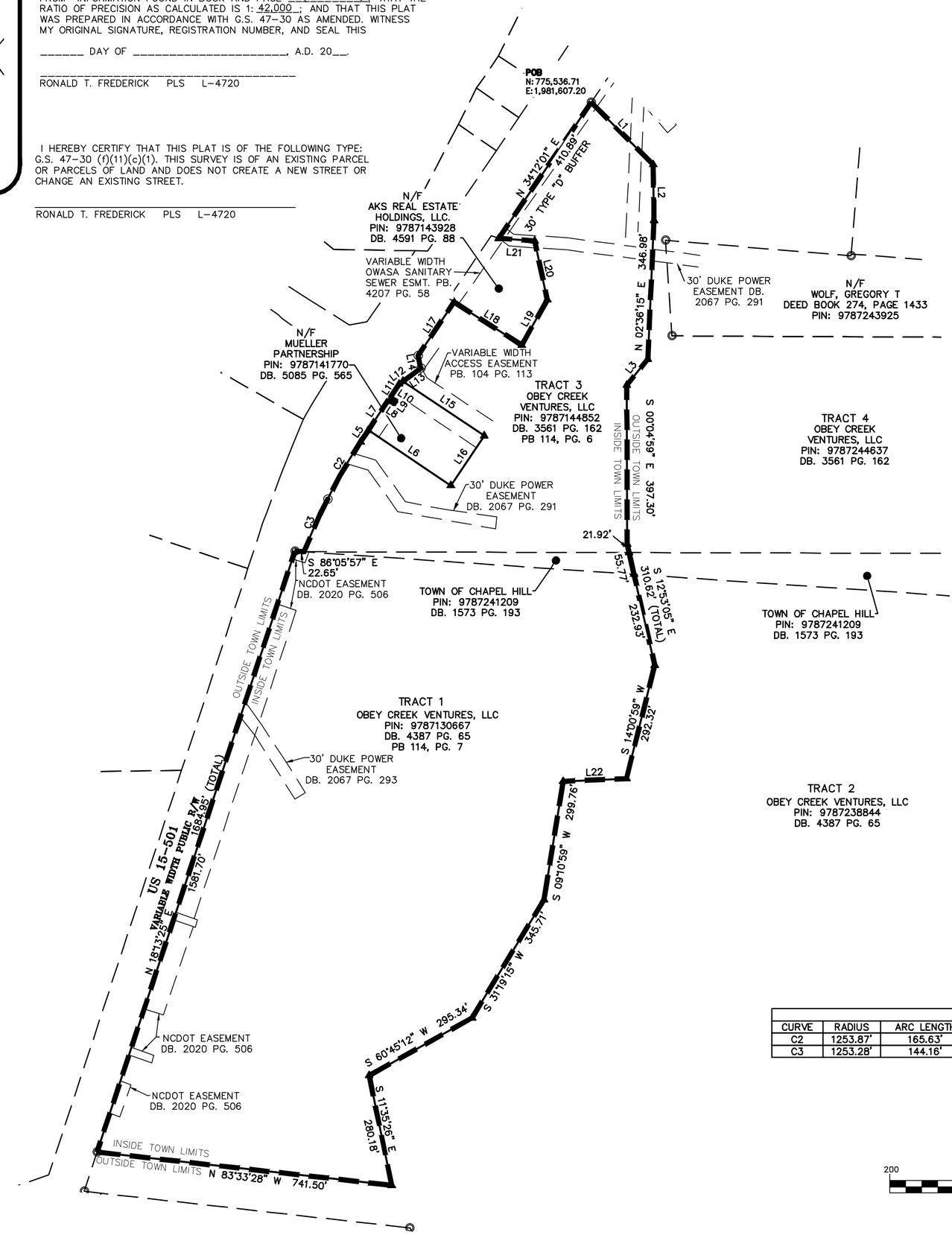
_____
RONALD T. FREDERICK PLS L-4720

I HEREBY CERTIFY THAT THIS PLAT IS OF THE FOLLOWING TYPE: G.S. 47-30 (f)(11)(c)(1). THIS SURVEY IS OF AN EXISTING PARCEL OR PARCELS OF LAND AND DOES NOT CREATE A NEW STREET OR CHANGE AN EXISTING STREET.

_____
RONALD T. FREDERICK PLS L-4720

LEGEND

- EXISTING IRON PIPE
- EXISTING CONCRETE MONUMENT
- EXISTING NAIL
- IRON PIPE SET
- CONCRETE MONUMENT SET
- CALCULATED POINT
- XXXX ADDRESS
- ZONING LINE



ZONING MAP CHANGE
NOT FOR CONVEYANCES OR SALES

AREA OF ZONING MAP CHANGE
42.44 ACRES

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 44°56'37" E	220.00'
L2	S 00°49'22" E	139.63'
L3	S 38°45'27" W	83.38'
L5	N 33°41'49" E	35.05'
L6	S 56°08'42" E	248.37'
L7	N 33°20'07" E	89.56'
L8	S 56°39'53" E	16.40'
L9	N 33°20'37" E	9.84'
L10	N 56°39'53" W	15.48'
L11	N 33°20'07" E	39.37'
L12	N 53°33'37" E	11.86'
L13	N 53°53'33" E	54.77'
L14	N 11°13'12" W	32.43'
L15	S 56°08'41" E	244.71'
L16	S 33°51'18" W	149.94'
L17	N 33°45'23" E	161.13'
L18	S 57°32'03" E	200.97'
L19	N 29°19'27" E	130.53'
L20	N 12°09'52" W	150.15'
L21	N 85°44'29" W	90.04'
L22	S 87°25'42" W	158.42'

CURVE TABLE						
CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH	DELTA ANGLE	TANGENT
C2	1253.87'	165.63'	N 29°55'09" E	165.51'	7°34'06"	82.94'
C3	1253.28'	144.16'	N 24°15'57" E	144.08'	6°35'25"	72.16'

GRAPHIC SCALE
200 0 100 200 400
1 inch = 200 ft.

SHEET 1 OF 1

EXHIBIT B

THE JOHN R. McADAMS COMPANY, INC.
2905 Meridian Parkway
Durham, North Carolina 27713
License No.: C-0293
(800) 733-5646 ▪ McAdamsCo.com

McADAMS

REVISIONS:
1.

290

OBEY CREEK
ZONING EXHIBIT
CHAPEL HILL TOWNSHIP, ORANGE COUNTY, NORTH CAROLINA

ZONING EXHIBIT

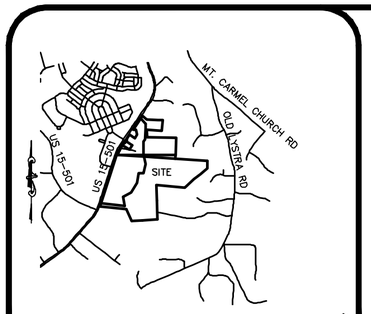
PROJECT NO.	EWP13040
FILENAME:	EWP13040-F3
SURVEYED BY:	RTF
DRAWN BY:	KMM
SCALE:	1"=200'
DATE:	2015-03-03

Z-3.0

McADAMS

NC GRID NAD 83

X:\Projects\EWP\EWP-13040 Obey Creek\Survey\Plats\EWP13040-F3 Zoning.dwg, 6/2/2015 4:38:33 PM, Martin, Katie



VICINITY MAP
NOT TO SCALE

LEGEND

- EXISTING IRON PIPE
- EXISTING CONCRETE MONUMENT
- EXISTING NAIL
- IRON PIPE SET
- CONCRETE MONUMENT SET
- CALCULATED POINT
- XXXX ADDRESS
- ANNEXATION LINE

I, RONALD T. FREDERICK, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION FROM DEED DESCRIPTION RECORDED IN BOOK AND PAGE (AS SHOWN); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AND DRAWN FROM INFORMATION FOUND IN BOOK AND PAGE (AS SHOWN); THAT THE RATIO OF PRECISION AS CALCULATED IS 1: 42,000; AND THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER, AND SEAL THIS

_____ DAY OF _____, A.D. 20___.

_____
RONALD T. FREDERICK PLS L-4720

I HEREBY CERTIFY THAT THIS PLAT IS OF THE FOLLOWING TYPE: G.S. 47-30 (f)(11)(c)(1). THIS SURVEY IS OF AN EXISTING PARCEL OR PARCELS OF LAND AND DOES NOT CREATE A NEW STREET OR CHANGE AN EXISTING STREET.

_____
RONALD T. FREDERICK PLS L-4720

NORTH CAROLINA PROFESSIONAL SEAL L-4720 LAND SURVEYOR RONALD T. FREDERICK

CURVE TABLE						
CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH	DELTA ANGLE	TANGENT
C2	1253.87'	165.63'	N 29°55'09" E	165.51'	7°34'06"	82.94'
C3	1253.28'	144.16'	N 24°15'57" E	144.08'	6°35'25"	72.16'

AREA OF ANNEXATION
120.88 ACRES±

POB
N: 775,536.71
E: 1,981,607.20

S 44°56'37" E 170.59'

VARIABLE WIDTH OWASA SANITARY SEWER ESMT. PB. 96 PG. 56

S 87°51'08" E 359.61'

N 87°44'30" E 140.13'

S 04°41'33" W 340.88'

N 85°17'40" W 465.02'

S 03°50'41" E 236.30'

30' DUKE POWER EASEMENT DB. 2067 PG. 291

N/F WOLF, GREGORY T DEED BOOK 274, PAGE 1433 PIN: 9787243925

S 89°43'36" E 904.95'

N 02°36'15" E 346.98'

N 34°12'01" E 513.17'

102.84'

410.89'

30' TYPE "D" BUFFER

N/F AKS REAL ESTATE HOLDINGS, LLC. PIN: 9787143928 DB. 4591 PG. 88

VARIABLE WIDTH OWASA SANITARY SEWER ESMT. PB. 4207 PG. 58

N/F MUELLER PARTNERSHIP PIN: 9787141770 DB. 5085 PG. 565

VARIABLE WIDTH ACCESS EASEMENT PB. 104 PG. 113

TRACT 3
OBEY CREEK VENTURES, LLC
PIN: 9787144852
DB. 3561 PG. 162
PB 114, PG. 6

30' DUKE POWER EASEMENT DB. 2067 PG. 291

TRACT 4
OBEY CREEK VENTURES, LLC
PIN: 9787244637
DB. 3561 PG. 162

CONTROL CORNER NC GRID COORDINATES (NAD 83) N=774948.41 E=1982714.54

N/F PETE M. & ELISE M. SCHWARTZ DEED BOOK 1982, PAGE 557 PIN: 9787249722

N/F ROBERT A. STRAUSS & MARY L. JANNELLI DEED BOOK 2451, PAGE 276 PIN: 9787248438

N/F RICHARD E. & SANDY S. WILCOX DEED BOOK 1640, PAGE 432 PIN: 9787340320

N/F GREGORY & CARLA OVERBECK DEED BOOK 1587, PAGE 15 PIN: 9787342361

N/F MARION & MARY JONES PHILLIPS DEED BOOK 1251, PAGE 113 PIN: 9787349370

S 00°49'22" E 139.63'

S 38°45'27" W 83.38'

S 12°53'05" E 21.92'

S 00°04'59" E 336.30'

S 89°51'01" E 982.65'

N 89°51'50" W 813.19'

827.54'

S 86°05'57" E 1816.16' (TOTAL)

965.97'

S 03°09'23" W 540.74'

658.43'

117.69'

TOWN OF CHAPEL HILL PIN: 9787241209 DB. 1573 PG. 193

S 86°05'57" E 996.85'

S 01°54'27" E 224.91'

CONTROL CORNER NC GRID COORDINATES (NAD 83) N=774223.17 E=1983672.83

22.65'

NCDOT EASEMENT DB. 2020 PG. 506

OUTSIDE TOWN LIMITS

INSIDE TOWN LIMITS

US 15-501 VARIABLE WIDTH PUBLIC R/W

N 18°13'25" E 1581.70'

TRACT 1
OBEY CREEK VENTURES, LLC
PIN: 9787130667
DB. 4387 PG. 65
PB 114, PG. 7

30' DUKE POWER EASEMENT DB. 2067 PG. 293

S 12°53'05" E 232.93'

S 14°00'59" W 292.32'

L22

S 09°10'59" W 299.76'

S 31°19'15" W 345.71'

S 60°45'12" W 295.34'

S 11°35'26" E 280.18'

TRACT 2
OBEY CREEK VENTURES, LLC
PIN: 9787238844
DB. 4387 PG. 65

N 84°23'25" W 880.20'

CONTROL CORNER NC GRID COORDINATES (NAD 83) N=773390.74 E=1982972.45

S 47°10'34" W 396.92'

S 51°41'44" W 247.57'

S 50°20'50" W 288.95'

N/F DIERDRE V. & ALLEN G. MASK DEED BOOK 805, PAGE 239 PIN: 9787337826

N/F DIERDRE V. & ALLEN G. MASK DEED BOOK 805, PAGE 239 PIN: 9787336703

N/F LADNOR D. GEISSINGER DEED BOOK 214, PAGE 684 PIN: 9787333397

N/F DALE A. & CANY OWENS DEED BOOK 1789, PAGE 387 PIN: 9787331160

N/F MARVIN & ANN RAUCHBACH DEED BOOK 1462, PAGE 559 PIN: 9787226838

S 01°09'37" E 485.94'

NCDOT EASEMENT DB. 2020 PG. 506

NCDOT EASEMENT DB. 2020 PG. 506

N 83°33'28" W 741.50'

703.25'

N 83°33'28" W 819.88'

NCDOT EASEMENT DB. 2020 PG. 506

N/F BERYL M. JAYNES DEED BOOK 162, PAGE 595 PIN: 9787028120

N/F EVA S. & ELIZABETH S. ANTON DEED BOOK 2114, PAGE 70 PIN: 9787223577

S 01°45'03" E 580.08'

EIP OFFLINE

HOME PLACE DRIVE (PRIVATE 60'WIDE)

N 26°02'53" W 401.52'

N/F CLYDE THOMPSON HRS PIN: 9787116464

N/F CLYDE THOMPSON HEIRS PIN: 9787116464

S 87°46'14" W 324.45'

S 85°28'35" W 470.86'

N/F ALBERTA J. ATWATER ET AL PIN: 9787119734

N/F BILLY B. SPARROW PIN: 9787222143

GRAPHIC SCALE
200 0 100 200 400
1 inch = 200 ft.

GENERAL NOTES

1. THIS IS A SURVEY OF AN EXISTING PARCEL(S) OF LAND. THIS IS AN ANNEXATION PLAT.
2. BEARINGS FOR THIS SURVEY ARE BASED ON NC GRID NAD 83.
3. ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES.
4. ZONING: CHAPEL HILL ZONING RLD-I
5. AREA BY COORDINATE GEOMETRY.
6. FLOOD NOTE: THIS PROPERTY IS PARTIALLY LOCATED IN A SPECIAL FLOOD HAZARD ZONE. IT IS LOCATED IN ZONE "AE" AS DEFINED BY F.E.M.A F.I.R.M COMMUNITY PANEL #3710978700J DATED FEBRUARY 2, 2007.
   REFERENCES: PB 102 PG. 159, PB 105 PG 172 OF THE ORANGE COUNTY REGISTRY.
7. UTILITY STATEMENT
   THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.
8. THIS SURVEY PERFORMED AND MAP PREPARED WITHOUT BENEFIT OF A TITLE REPORT. THIS SURVEY SUBJECT TO ANY FACTS AND EASEMENTS WHICH MAY BE DISCLOSED BY A FULL AND ACCURATE TITLE SEARCH.
9. OWNER: OBEY CREEK VENTURES, LLC. 211 OLD FRANKLIN GROVE DRIVE, CHAPEL HILL, NC 27514

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 44°56'37" E	220.00'
L2	S 00°49'22" E	139.63'
L3	S 38°45'27" W	83.38'
L4	S 12°53'05" E	21.92'
L5	N 33°41'49" E	35.05'
L6	S 56°08'42" E	248.37'
L7	N 33°20'07" E	89.56'
L8	S 56°39'53" E	16.40'
L9	N 33°20'37" E	9.84'
L10	N 56°39'53" W	15.48'
L11	N 33°20'07" E	39.37'
L12	N 53°33'37" E	11.86'
L13	N 53°53'33" E	54.77'
L14	N 11°13'12" W	32.43'
L15	S 56°08'41" E	244.71'
L16	S 33°51'18" W	149.94'
L17	N 33°45'23" E	161.13'
L18	S 57°32'03" E	200.97'
L19	N 29°19'27" E	130.53'
L20	N 12°09'52" W	150.15'
L21	N 85°44'29" W	90.04'
L22	S 87°25'42" W	158.42'

NC GRID NAD 83

THE JOHN R. McADAMS COMPANY, INC.
2905 Meridian Parkway
Durham, North Carolina 27713
License No.: C-0293
(800) 733-5646 ▪ McAdamsCo.com

McADAMS

REVISIONS:
1. :

291

OBEY CREEK
ANNEXATION PLAT
CHAPEL HILL TOWNSHIP, ORANGE COUNTY, NORTH CAROLINA

ANNEXATION PLAT

PROJECT NO.	EWP13040
FILENAME:	EWP13040-F4
SURVEYED BY:	RTF
DRAWN BY:	KMM
SCALE:	1"=200'
DATE:	2015-03-03

McADAMS

SHEET 1 OF 1

X:\Projects\EWP\EWP-13040 Obey Creek\Survey\Plats\EWP13040-F4 Annexation.dwg, 6/3/2015 3:41:44 PM, Martin, Katie

EXHIBIT C

EXHIBIT D-PROPOSED DA-1 ZONING DISTRICT LEGAL DESCRIPTION

Beginning at an iron pipe on the eastern right of way of US 15-501, having NC Grid coordinates N:**775,536.71, E:1,981,607.20**, the **Point of Beginning**; thence leaving said right of way South 44°56'37" East a distance of 220.00 feet to a point; thence South 00°49'22" East a distance of 139.63 feet to a point; thence South 02°36'15" West a distance of 346.98 feet to a point; thence South 38°45'27" West a distance of 83.38 feet to a point; thence South 00°04'59" East a distance of 397.30 feet to a point; thence South 12°53'05" East a distance of 310.62 feet to a point; thence South 14°00'59" West a distance of 292.32 feet to a point thence South 87°25'42" West a distance of 158.42 feet to a point; thence South 09°10'59" West a distance of 299.76 feet to a point; thence South 31°19'15" West a distance of 345.71 feet to a point; thence South 60°45'12" West a distance of 295.34 feet to a point; thence South 11°35'26" East a distance of 280.18 feet to a point; thence North 83°33'28" West a distance of 741.50 feet to an iron pipe on the right of way of US 15-501; thence with said right of way North 18°13'25" East a distance of 1581.78 feet to an iron pipe; thence South 86°05'57" East a distance of 22.65 feet to a right of way monument; thence with a curve to the right a radius of 1253.28 feet, an arc length of 144.16 feet, a chord bearing of North 24°15'57" East, and a distance of 144.08 feet to an iron pipe; thence with a curve to the right a radius of 1253.87 feet, an arc length of 165.63 feet, a chord bearing of North 29°55'09" East, and a distance of 165.51 feet to a point; thence North 33°41'49" East a distance of 35.05 feet to a point; thence North 33°20'07" East a distance of 89.56 feet to a monument; thence leaving said right of way South 56°39'53" East a distance of 16.40 feet to a monument; thence North 33°20'37" East a distance of 9.84 feet to a right of way monument; thence North 56°39'53" West a distance of 15.48 feet to a monument on the right of way of US 15-501; thence with said right of way North 33°20'07" East a distance of 39.37 feet to a point; thence North 53°33'37" East a distance of 11.86 feet to a point; thence North 53°53'33" East a distance of 54.77 feet to an iron pipe; thence North 11°13'12" West a distance of 32.43 feet to an iron pipe; thence North 33°45'23" East a distance of 161.13 feet to a point; thence leaving said right of way South 57°32'03" East a distance of 200.97 feet to a point; thence North 29°19'27" East a distance of 130.53 feet to a point; thence North 12°09'52" West a distance of 150.15 feet to a point; thence North 85°44'29" West a distance of 90.04 feet to a point on the right of way of US 15-501; thence with said right of way North 34°12'01" East a distance of 410.89 feet to the **Point of Beginning**, containing 42.44 acres.

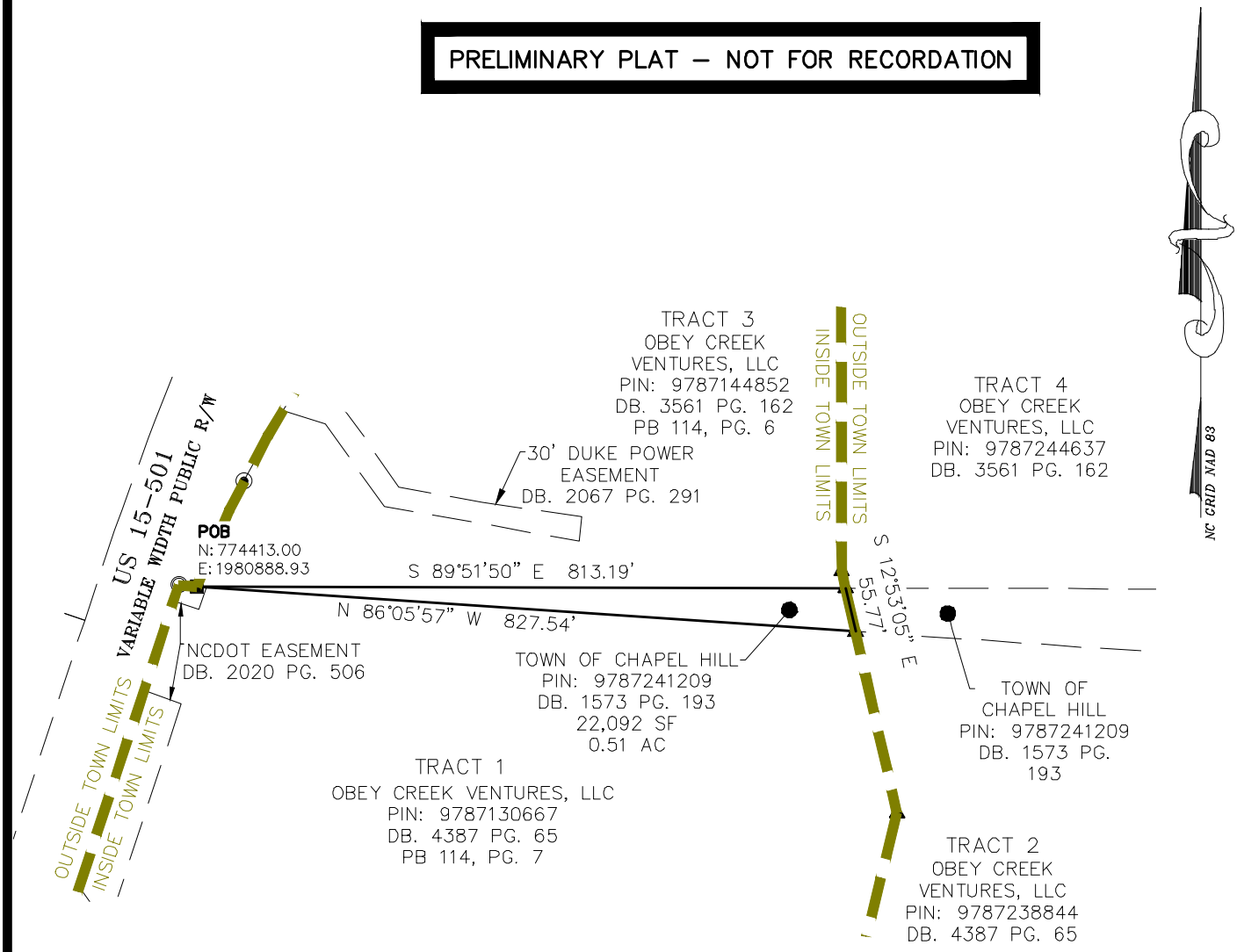
EXHIBIT E-LEGAL DESCRIPTION OF THE ENTIRE PROPERTY

Beginning at an iron pipe on the eastern right of way of US 15-501, having NC Grid coordinates N:**775,536.71, E:1,981,607.20,** the **Point of Beginning;** thence leaving said right of way North 34°12'01" East a distance of 102.84 feet to a point; thence South 44°56'37" East a distance of 170.59 feet to an iron pipe; thence South 87°51'08" East a distance of 359.61 feet to an iron pipe; thence North 87°44'30" East a distance of 140.13 feet to an iron pipe; thence South 04°41'33" West a distance of 340.86 feet to an iron pipe; thence North 85°17'40" West a distance of 465.02 feet to an iron pipe; thence South 03°50'41" East a distance of 239.30 feet to an iron pipe; thence South 89°43'36" East a distance of 904.95 feet to an iron pipe; thence South 03°09'23" West a distance of 658.43 feet to an iron pipe; thence South 86°05'57" East a distance of 996.85 feet to an iron pipe; thence South 01°54'27" East a distance of 224.91 feet to an iron pipe; thence South 50°20'50" West a distance of 288.95 feet to an iron pipe; thence South 51 41’44” West a distance of 247.57 feet to an iron pipe; thence South 47°10'34" West a distance of 396.92 feet to an iron pipe; thence North 84°23'25" West a distance of 880.20 feet to an iron pipe; thence South 01°09'37" East a distance of 485.94 feet to an iron pipe; thence South 01°45'03" East a distance of 580.08 feet to an iron pipe; thence South 85°28'35" West a distance of 470.86 feet to an iron pipe; thence South 87°46'14" West a distance of 324.45 feet to an iron pipe; thence North 26°02'53" West a distance of 401.52 feet to an iron pipe; thence North 83°33'28" West a distance of 819.88 feet to an iron pipe on the right of way of 15-501; thence with said right of way North 18°13'25" East a distance of 1684.95 feet to an iron pipe; thence South 86°05'57" East a distance of 22.65 feet to a point; thence with a curve to the right a radius of 1253.28 feet, an arc length of 144.16 feet, a chord bearing of North 24°15'57" East, and a distance of 144.08 feet to an iron pipe; thence with a curve to the right a radius of 1253.87 feet, an arc length of 165.63 feet, a chord bearing of North 29°55'09" East, and a distance of 165.51 feet to a point; thence North 33°41'49" East a distance of 35.05 feet to a point; thence North 33°20'07" East a distance of 89.56 feet to a monument; thence leaving said right of way South 56°39'53" East a distance of 16.40 feet to a monument; thence North 33°20'37" East a distance of 9.84 feet to a monument; thence North 56°39'53" West a distance of 15.48 feet to a monument on the right of way of 15-501; thence with said right of way North 33°20'07" East a distance of 39.37 feet to a point; thence North 53°33'37" East a distance of 11.86 feet to a point; thence North 53°53'33" East a distance of 54.77 feet to an iron pipe; thence North 11°13'12" West a distance of 32.43 feet to an iron pipe; thence North 33°45'23" East a distance of 161.13 feet to a point; thence leaving said right of way South 57°32'03" East a distance of 200.97 feet to a point; thence North 29°19'27" East a distance of 130.53 feet to a point; thence North 12°09'52" West a distance of 150.15 feet to a point; thence North 85°44'29" West a distance of 90.04 feet to a point

on the right of way of 15-501; thence with said right of way North 34°12'01" East a distance of 410.89 feet to the **Point of Beginning**, containing 120.88 acres.

EXHIBIT F

PRELIMINARY PLAT – NOT FOR RECORDATION



GENERAL NOTES

1. THIS EXHIBIT IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY ANY GOVERNMENTAL AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS

LEGEND

- EXISTING IRON PIPE
- EXISTING CONCRETE MONUMENT
- EXISTING NAIL
- IRON PIPE SET
- CONCRETE MONUMENT SET
- CALCULATED POINT
- XXXX ADDRESS
- ZONING LINE

GRAPHIC SCALE

200 0 100 200 400

1 inch = 200 ft.

X:\Projects\EWP\EWP-13040 Obey Creek\Survey\Exhibits\EWP13040-EX2 Zoning TOCH.dwg, 6/3/2015 3:35:44 PM, Martin, Katie

PROJECT NO.	EWP13040
FILENAME:	EWP13040-EX2
SCALE:	1"=200'
DATE:	05-06-2015

OBEY CREEK
TOWN OF CHAPEL HILL EXHIBIT

CHAPEL HILL TOWNSHIP, ORANGE COUNTY, NORTH CAROLINA

McADAMS

THE JOHN R. McADAMS COMPANY, INC.
2905 Meridian Parkway
Durham, North Carolina 27713
License No.: C-0293
(800) 733-5646 • McAdamsCo.com

EXHIBIT G-LEGAL DESCRIPTION: TOWN-OWNED PROPERTY

BEGINNING AT A CONCRETE MONUMENT ON THE EASTERN RIGHT OF WAY OF US 15-501, HAVING NC GRID COORDINATES N: 775,536.71, E: 1,981 ,607.20, THE POINT OF BEGINNING; THENCE SOUTH 89"51'50" EAST A DISTANCE OF 813.19 FEET TO A POINT; THENCE SOUTH 12"53'05" EAST A DISTANCE OF 55.77 FEET TO A POINT; THENCE NORTH 86"05'57" WEST A DISTANCE OF 827.54 FEET TO THE POINT OF BEGINNING, CONTAINING 0.51 ACRES.

Exhibit H: Illustrative Plan

(All building footprints within the development are conceptual and subject to revision



ILLUSTRATIVE PLAN

EXHIBIT I

TOWN OF CHAPEL HILL
Planning & Sustainability
Phone number: 919-969-5066
Email: planning@townofchapelhill.org

Obey Creek
Development Agreement Compliance Permit Application

A Development Agreement Compliance Permit (DACP) is required for all Development, any development related activities increasing floor area by more than 1,000 square feet, within the Property governed by the Obey Creek Development Agreement. For development related activities that do not constitute a Development, a zoning compliance permit will be required per Section 4.9 in the Development Agreement. A separate permit is required for each individual building. The Town must, within 10 working days determine the completeness of the application and within 75 days of submission of a complete application, either, approve, approve with conditions, deny the permit, or applicant must request a time extension. The Town must provide written comments to the applicant within 20 working days of the submission of a complete application and subsequent revised applications. For additional information, please contact the Office of Planning & Sustainability at (919) 969-5066 or at planning@townofchapelhill.org.

OFFICE USE:	Project Number		
Submission Date		Completeness Check Deadline	
Accepted Date:		Decision Deadline:	

Section A: Project Information

Project Name			
Property Owner:			
Project Number (from Development Plan):		Parcel Identifier Number (PIN):	
Project Address:			
Project Description:			

Section B: Applicant Information (to whom correspondence will be mailed)

Name:					
Address:					
City:		State:		Zip Code:	
Phone Number:		E-Mail:			

The undersigned applicant hereby certifies that, to the best of his/her knowledge and belief, all information supplied with this application is true and accurate.

Applicant Signature: _____ Date: _____

Property Owner Signature: _____ Date: _____

This application is not intended to be used as a comprehensive check list.
Refer to the approved Obey Creek Development Agreement for all required standards and regulations.

Obey Creek Development Agreement Compliance Permit Application

NOTE: All fields in sections C - X refer to this specific DACP application submittal unless otherwise noted. All fields must be filled. Enter NA for information that is not applicable to this DACP application submittal.

Section C: Project Summary

Types of work proposed: (select all that apply)

☐ **Addition** ☐ **Demolition** ☐ **Greenway** ☐ **New Building** ☐ **Parking**

☐ **Street / ROW** ☐ **Replace Building** ☐ **Utilities** ☐ **Other: _____**

Development Block, per Exhibit H: Obey Creek Site Plan)		Proposed Cumulative Impervious Area (S.F) (block)	
Proposed Land Disturbance (S.F.):		Proposed Cumulative Impervious % (block)	

Section D: Summary Fact Sheet[1]

	Existing[2]	Demolition	Proposed New	Net Total[3]	Total (Property)	Percentage of total
Number of Buildings						
Land Uses						
Residential (S.F.)						
Hospitality (S.F.)						
Office (S.F.)						
Retail (S.F.)						
Other (S.F.)						
Total Floor Area (S.F.)						
Total External Daily Vehicle Trips Generated						
Residential Uses						
Total Residential Units Rental/Owner-Occupied						
Single-Family units[4] Rental/Owner-Occupied						
Multi-Family Units Rental/Owner-Occupied						
Affordable Housing Units						
Other						
Vehicular Parking						
Bicycle Parking						
Impervious Surface Area (S.F.)						
Park space (S.F.)						

[1] This table is for informational purposes only. Any related requirements are tracked in subsequent sections.
[2] Existing at the time of the application submittal. Include data from previously-approved DACPs.
[3] For this application submittal. The next column is a running total for the Property.
[4] Single Family defined as: Single Family detached, duplex, and townhouse.

Open Space (S.F.)						
Open Space (%)						
Active Recreation Space (S.F.)						
Greenways (L.F.)						
Tree canopy %	Not required per Section 5.17(b) of the Obey Creek Development Agreement					

E. Site Plans: Design Guidelines (Exhibit J) **Required for new buildings, additions >1000 S.F.**	**For Town staff: Meets Standard?**	
	Yes	**No**
Vehicular Circulation Site Plan		
Bicycle Circulation and Storage Site Plan		
Service and Parking Site Plan		
Open Space Site Plan		
Consistent with Guidelines: Describe how the particular Site Plan complies with the Design Guidelines.		

F. Building Typologies – Height: Design Guidelines (Exhibit J) **Required for new buildings, additions >1000 S.F.**		**For Town staff: Meets Standard?**	
		Yes	**No**
Building Address			
Proposed Maximum Height, (stories)			
Allowed Height			
Ground Floor Height ft. (North Elevation)			
Ground Floor Height ft. (East Elevation)			
Ground Floor Height ft. (South Elevation)			
Ground Floor Height ft. (West Elevation)			
Upper Floor Height(s) ft.			

G. Building Typologies – Setback/Block Dimension: Design Guidelines (Exhibit J) Required for new buildings, additions >1000 S.F.		For Town staff: Meets Standard? Yes	No
Elevation	Setback/Block Dimension		
North	/		
East	/		
South	/		
West	/		

H. Building Topologies – Type of Use, Bldg Design: Design Guidelines (Exhibit J pp. 20-24) Required for new buildings, additions >1000 S.F.		For Town staff: Meets Standard? Yes	No
Building Typology Type (1,2,3,4, or 5)			
Consistent with Guidelines: Describe how the particular building Type complies with each of the design characteristics (green numbered dots) in the Design Guidelines.			

I. Building Standards: Design Guidelines (Exhibit J pp. 37-54) Required for new buildings, additions >1000 S.F.	For Town staff: Meets Standard? Yes	No
Describe how the proposed project complies with each of the following building standards:		
Weather Protection, Shading, and Solar Access:		
Exterior Building Materials and Finishes:		
Awnings, Canopies and Building Projections:		
Building Fenestration:		
Storefront Design:		

Articulation:		
Corner Conditions:		

J. For-Sale Affordable Housing: **Development Agreement Section 5.2(a) and LUMO 3.10** **Required for Developments including new for-sale units**		**For Town staff: Meets Standard?**	
		Yes	**No**
Total for-sale, market-rate units proposed			
Affordable for-sale units proposed			

K. Lighting: Development Agreement Section 5.21. **Required for new buildings, additions >1000 S.F, streets / ROW, parking**	**Y / N / NA**	**For Town staff: Meets Standard?**	
		Yes	**No**
Is the lighting design for the Property consistent with IES Standards with respect to illumination levels?			
Do the frontages along US Highway 15-501, where additional lighting is desired along the sidepath, comply with NCDOT standards for light trespass?			
Do all other external boundaries of the Property comply with LUMO standards for light trespass?			
Are full cut-off fixtures used for all area lighting; and is limited building accent lighting shielded to minimize conflicts with adjacent residences and dark skies objectives?			
Does the light follow details on lighting design as noted in Exhibit J.			

L. Public Schools: Development Agreement 5.7 Required for all new residential units	**Y / N / NA**	**For Town staff: Meets Standard?**	
		Yes	**No**
Has a Certificate of Adequate Public Schools been requested, or has compliance been demonstrated with the Schools Adequate Public Facilities Ordinance (SAPFO) or other procedure in place at the time of this Development application submittal? Compliance must be demonstrated prior to Issuance of a DACP.			

M. Auto/Bicycle Parking:	**Y / N /**	**For Town staff:**

Development Agreement 5.22(e)(3)	NA	Meets Standard?	
		Yes	No

Auto Parking – LUMO Section 5.9.7

The Developed Property shall conform to the parking requirements of Town Center-1 subject to the following modifications:

USE Group	Maximum allowed[5]	Dwelling Units- Sq. Ft	Spaces Required/ Provided	No. of on-street spaces		
Residential	1 per bedroom &/or 2 max per unit		/			
Retail	1 per 250 sq. ft.		/			
Office	1 per 333 sq. ft.		/			
Clinic	1 per 333 sq. ft.		/			
Hotel	1 per unit		/			
Bank	1 per 250 sq. ft.		/			
Loading Spaces						

	Y / N / NA		
Is the parking consistent Building Typology, Vehicular Circulation, Service & Parking Plans and Reduced Parking Footprint Commitment?			
Are there appropriate parking restrictions near bus stops?			
Does the parking plan include alternate design standards?			
Are loading spaces screened to minimize nuisance to adjacent uses?			

Bike Parking – Development Agreement Section 5.22(e)(4); LUMO Section 5.9.7; and Town of Chapel Hill Design Manual

The bicycle parking design must comply with the Spring 2010 Association of Pedestrian and Bicycle Professionals Guidelines, and the Class I and Class II bicycle parking standards required by the Town Design Manual.

USE Group (class I / class II % guidelines)	Ratio	Dwelling Units- Sq. Ft	% SPM[5] reduction	Spaces Required (Class I / Class II)	Spaces Provided (Class I / Class II)		
Residential (90 / 10)	1/ 4 DU						
Commercial Under 100K SF (20 / 80)	See below[6]						
Commercial Over 100K SF (20 / 80)	1 / 10K SF						
Office (80 / 20)	4 + 2 / 2.5K SF						

[5] No minimum standards

[6] 4 + 2 per 2,500 Sq. ft. for first 10,000 Sf. Then 1 per 5,000 sq ft.

Clinic (80 / 20)	4 + 2 / 2.5K SF						
Hotel (20 / 80)	Min: 8 1/ 15 rooms						
Bank	See below[7]						

N. Stormwater Management: **Development Agreement Section 5.3(c) and Section 5.12**	**Y / N / NA**	**For Town staff: Meets Standard?**	
		Yes	**No**
Do proposed post-development peak discharge rates comply with Section 5.3.c.1?			
Does 2-Year volume control comply with 5.3.c.2?			
Does total suspended solids removal comply with 5.3.c.3?			
Does nutrient export comply with 5.3.c.4?			
Does the plan meet the Watershed Protection District requirements? 5.3.c.5?			
Does the plan meet the Sediment and Erosion Control Requirements in Section 5.18.b?			
Does the plan comply with all NPDES permit requirements and all applicable Federal and State and local stormwater and environmental rules? (Section 5.3.d)			
Does the plan comply with the stream buffer requirements contained in LUMO Sections 3.6.3 Resource Conservation District and 5.18 Jordan watershed riparian buffer protections.			
Does the plan comply with the Low Impact Development practices specified in Section 5.3(j)?			

O. Construction Management Plan: **Development Agreement Section 5.4(b)**	**Y/N/NA**	**For Town staff: Meets Standard?**	
		Yes	**No**
Demonstrate how construction vehicle traffic will be managed and where the construction vehicle routes will be located.			
Identify any impacts to bicycle, pedestrian, vehicular, or Transit routes and/or facilities and indicate how these impacts will be mitigated.			
Show parking areas for on-site construction workers including plans to prohibit parking in residential neighborhoods.			
Identify construction staging and material storage areas.			
Identify construction trailers and other associated temporary construction management structures.			
Indicate how Development will comply with the Town's Noise Ordinance (see Section 5.20 of the Development Agreement).			
Propose times and days when construction and noise from the Development are permitted.			
Indicate that the construction management plan will provide a phone number for noise notifications during the construction period. The Developer Owner or			

[7] Min 4; 2 additional spaces per every 2,500 sq. ft. of floor area

the Parcel Owner will post a sign on-site stating that noise issues can be reported by calling the posted phone number.			
Submit written confirmation that Representative has provided information to contractors and subcontractors regarding noise mitigation requirements for Development for contractor and subcontractor review and compliance with same.			

P. Development Agreement: Open Space, Parks, Recreation Areas **5.8. Required for new buildings, additions > 1000 S.F.**		For Town staff: Meets Standard?	
		Yes	**No**
	Square footage		
Does this application incorporate open space, parks and recreations area as an integral part of the property?			
Does this application include any of the following Open Space, Park Areas, and if so do they comply with the Park and Open Space Design Guidelines (pp.57-63)?			
1. Highland Park			
2. Wilson Creek Preserve			
3. Overlook Park			
The location of greenways and sidepaths for pedestrians and cyclists on the Property will be consistent with Exhibit J.			
Accept for nature trails, do all open space, park and recreation areas comply with ADA guidelines?			
The active recreation space requirements are satisfied per Section 5.9(a) in the Development Agreement.			

Q. Solid Waste Management: Development Agreement Section 5.15		For Town staff: Meets Standard?	
		Yes	**No**
Will construction waste be managed in accordance with Town Standards and with Orange County Regulated Materials Ordinance?			
Provide the name of the solid waste provider for this Development application submittal.			

R. Landscaping, Site Design, Signage and Sustainability **Design Guidelines**		For Town staff: Meets Standard?	
		Yes	**No**
Is the plan consistent with the Landscaping and Site Design standards?			
Is the plan consistent with the Sign standards?			
Is the plan consistent with the Sustainability standards?			

S. Submittal Requirements

The following must accompany your application. Failure to do so will result in your application being considered incomplete. For assistance with this application, please contact the Chapel Hill Office of Planning and Sustainability (Planning) at (919)969-5066 or at planning@townofchapelhill.org. **For detailed information on these submittal requirements, please refer to the Description of Detailed Information handout available at [OBEY: Insert link here].**

	Application fee (refer to fee schedule) Amount Paid $
	Digital Files - provide digital files of all plans and documents
	Recorded Plat or Deed of Property
	Development Agreement Compliance Application
	Resource Conservation District Encroachment Exemption or Variance (determined by Planning)
	Roadway network connection and infrastructure phasing information
	Recorded Documents – see below
	Stormwater Management Report- see below
	Affordable Housing Plan –see below. Applicable to projects with For-sale dwelling units only
	Site Plan Set – see below
	Reduced Site Plan Set (reduced to 8.5"x11")

1. Recorded Documents for existing conditions

a) HOA Documents
c) Utility Easements
d) ROW Plats
e) Access Easements
f) Drainage Easements
g) Any other easement or document

2.A Stormwater Management Plan (1 copy, signed and sealed by a North Carolina-registered Professional Engineer)

a) Topography (2-foot contours)
b) Existing roof drain locations, stormwater conveyance system, structures and surface drainage patterns with flow direction arrows
c) Proposed roof drain locations, stormwater conveyance system, structures, and surface drainage patterns with flow direction arrows
d) Locations of stormwater management structures, including dimensions. Provide seasonal high water table elevations.
e) Stormwater management structure details, cross-sections and construction notes
f) Planting and final stabilization plans and specifications
g) Stormwater management structure and drainage easements, as required
h) Proposed outfall locations and outlet structure dimensions and details
i) Erosion and sediment control measures, including details (e.g., inlet protection, silt fence, steep slope protection and permanent stabilization specifications)

2.B Stormwater Management Report (1 copies, signed and sealed by a North Carolina-registered Professional Engineer)

a) Stormwater design and site summary form
b) Written narrative describing:
   1) Existing & proposed conditions,
   2) Pertinent onsite and offsite drainage conditions,
   3) Anticipated stormwater impacts,
   4) Discussion of structural and non-structural BMPs and strategies chosen to mitigate development impacts that will be part of the stormwater management plan
   5) Soils information (classification, infiltration rates, depth to groundwater and bedrock)
c) Pre-development and post-development drainage maps clearly labeled and showing delineated drainage sub-basins; connectivity of conveyance system and stormwater structures; points of analysis and time of concentration (tc) flow paths (may be included in plan set).
d) Hydrology calculations, to include:
   1) Summary table of total land areas, land uses and areas (in square feet) within each drainage basin, soil types, curve numbers/runoff coefficients for each land use, Basin ID, and source of values used.
   2) Time of concentration calculations
   3) Peak discharge calculations documenting results shown in summary table (See b above)
e) Hydraulic calculations, to include:
   1) Water quality volume calculations for providing 85% TSS removal for post-development stormwater runoff
   2) BMP sizing calculations, including stage-storage-discharge information and draw down calculations
   3) Routings and hydrographs
   4) Pipe sizing calculations and schedule (including HGL & EGL calculations and profiles)
   5) Channel sizing calculations
   6) Outlet dissipator and spillway sizing calculations
f) Jordan Lake Stormwater Load Accounting Tool, printed on 11x17 paper
g) Design calculations for Low Impact Development practices
h) Draft Operations and Maintenance Plan for each stormwater management structure

3. Affordable Housing Plan (applicable to projects with for sale units only)

a) Total number of market rate units and Affordable Dwelling Units in the development

b) Number of bedrooms and bathrooms in each Affordable Dwelling Unit

c) The approximate square footage of each Affordable Dwelling Unit

d) The approximate location within any subdivision of land, of each Affordable Dwelling Unit

e) The pricing for each Affordable Unit. The pricing of each unit or lot shall be determined prior to issuance of a Development Agreement Compliance Permit. At the time of sale, this price may be adjusted if there has been a change in the median income or a change in the formulas used in this ordinance

f) Documentation and plans regarding the exterior appearance, materials, and finished of the development for each of the Affordable Dwelling Units, unless it is stated that market rate units and Affordable Dwelling Units shall have identical exterior finishes

g) Any and all other information that the Town Manager may require that are needed to demonstrate compliance with the Council's Affordable Housing Policies

4. Plan Sets (10 copies to be submitted no larger than 24"x36")

Plans should be legible and clearly drawn. All Plan sets sheets should include the following

- Project Name
- Legend
- Labels
- North Arrow (North oriented toward top of page)
- Property Boundaries with bearing and distances
- Scale (Engineering), denoted graphically and numerically
- Setbacks
- Streams, RCD Boundary, Jordan Riparian Buffer Boundary, Floodplain, and Wetlands Boundary, where applicable
- Revision dates and professional seals and signatures, as applicable

4.A Cover Sheet

a) Include Project Name, Project fact information, PIN, Design team

4.B Area Map

a) Project name, applicant, contact information, location, PIN, & legend

b) Dedicated open space, parks, greenways

c) Overlay Districts, if applicable

d) Property lines, zoning district boundaries, land uses, project names of site and surrounding properties, significant buildings, corporate limit lines

e) Existing roads (public & private), rights-of-way, sidewalks, driveways, vehicular parking areas, bicycle parking, handicapped parking, street names.

4.C Existing Conditions Plan

a) Soils, environmental constraints, existing vegetation, and any existing land features

b) Location of all existing structures and uses

c) Existing property line and right-of-way lines

d) Existing utilities & easements including location & sizes of water, sewer, electrical, & drainage

lines

e) Nearest fire hydrants

f) Nearest bus shelters and transit facilities

g) Existing topography at minimum 2-foot intervals and finished grade

h) Natural drainage features & water bodies, floodways, floodplain, RCD, Jordan Buffers & Watershed boundaries

i) Description & analysis of adjacent land uses, roads, topography, soils, drainage patterns, environmental constraints, features, existing vegetation, vistas (on & off-site)

4.D Detailed Site Plan

a) Existing and proposed building locations

b) Location, arrangement, & dimension of vehicular parking, width of aisles and bays, angle of parking, number of spaces, handicapped parking, bicycle parking . Typical pavement sections & surface type

c) Location of existing and proposed fire hydrants

d) Location and dimension of all vehicle entrances, exits, and drives

e) Dimensioned street cross-sections and rights-of-way widths

f) Pavement and curb & gutter construction details

g) Dimensioned sidewalk and tree lawn cross-sections

h) Proposed transit improvements including bus stops, pull-off and/or bus shelter, and other amenities

i) Perimeter Buffers, if applicable (or proposed alternate buffers)

j) Required Parks

k) Required recreation area/space and parks (including written statement of recreation plans)

l) Refuse collection facilities (existing and proposed) or shared dumpster agreement

4.E Roadway Design Plan

a) Horizontal alignment with curve data (if applicable)

b) Vertical alignment (profile, curve length, grades, k-values, PVI stations)

c) Typical street cross-section

d) Cut and fill limits on topography

e) Intersection curb radii

f) Driveway locations and widths

g) Sight distance triangles at intersections

h) Geotechnical analysis (if applicable)

i) Right-of-way widths

j) Easements

k) Drainage facilities (materials used, slopes, invert elevations, HGL, spread/intercepted flow, pipe & channel size calculations for 10 and 25-year storm, pertinent off-site drainage features

l) Work zone traffic control plan

m) Pavement removals/demolitions

n) Phasing information

4.F Traffic Plans

a) Traffic Calming Plan – detailed construction designs of devices proposed & associated sign & marking plan

b) Traffic Sign, Street Name Sign, and Pavement Marking Plan – in accordance with Manual on Uniform Traffic Control Devices. Street name signs in accordance with Town of Chapel Hill standards

c) Traffic Signal Plan – in accordance with Manual on Uniform Traffic Control Devices and NCDOT traffic signal design standards (prepared by licensed professional engineer)

4.G Street Light Plan

a) In accordance with Town of Chapel Hill and Duke Energy standards; sealed by professional engineer

b) Proposed location of street lights and underground utility lines and/or conduit lines to be installed

c) Description and/or detail of proposed light poles, fixture, watts, lumens, and spacing

d) Location of street edge of pavement and/or curb and gutter, sidewalk, and property lines

4.H Landscape Protection Plan

a) Rare, specimen, and significant tree survey within 50 feet of construction area

b) Rare and specimen tree critical root zones

c) Rare and specimen trees proposed to be removed

d) Certified arborist tree evaluation, if applicable

e) Significant tree stand survey

f) Clearing limit line

g) Proposed tree protection /silt fence location

h) Pre-construction/demolition conference note

i) Detailed tree protection fencing

j) Landscape protection supervisor note

k) Tree canopy coverage calculations

4.I Grading and Erosion Control Plan

a) Topography (2-foot contours)

b) Cut and Fill Lines

c) Cross-sections (Streets)

d) Detailed Drawings of infrastructure (BMPs, curb inlets, infiltration systems, erosion control, etc.)

e) Limits of Disturbance

f) Pertinent off-site drainage features

g) Existing and proposed impervious surface tallies

h) Ground cover

i) Spot elevations when necessary

j) Size calculations

4.J Planting Plan

a) Dimensioned and labeled perimeter buffers

b) Detailed planting plan, including planting list

c) Detailed parking lot shading/screening plan and parking lot planting plan (including planting strip

between parking and building, entryway planning)

d) Detailed composite plant list with installation sizes

e) Landscape installation details and maintenance plan

f) Description of consistency with the landscape design guidelines in Exhibit J.

4.K Streetscape Plan

a) Public right-of-way existing conditions plan

b) Streetscape demolition plan, including any landscaping to be removed

c) Streetscape proposed improvement plan

d) Streetscape proposed utility plan and details

e) Streetscape proposed pavement/sidewalk details

f) Streetscape proposed furnishing details

g) Streetscape proposed lighting details

h) Street landscaping details

i) Identification of conflicts between street trees and utilities

4.L Solid Waste Plan

a) Solid Waste Management Plan approval by Orange County

b) Existing and proposed dumpster pads

c) Proposed dumpster pad layout design

d) Proposed dumpster pad construction section

e) Proposed dumpster pad protective bollard and screening fence details

f) Proposed heavy duty pavement locations and pavement construction detail

g) Existing pavement damage waiver note

h) Refuse facility lighting plan

4.M Fire Protection and Utility Plan

a) Fire Flow Report: for a fire hydrant within 500 feet of each building, provide the calculated gallons per minute of residual pressure is 20 pounds per square inch. The calculations should be sealed by a licensed professional engineer in North Carolina and accompanied by a water supply flow test conducted within one year of the submittal (see Town of Chapel Hill Design Manual for required gallons per minute)

b) Indicate location and size of water, sewer, electric, cable, telephone, gas and fire safety apparatus

4.N Site Lighting Plan

a) Site Lighting Plan: A detailed lighting plan for all proposed lighting fixtures on the site (including parking areas, pedestrian paths, building facades, landscape uplighting, etc.). The lighting plan should clearly indicate the locations of all light fixtures. The lighting plan shall also provide isographs with foot-candle and uniform ratios, candlepower of lamps, and types of illumination for all proposed lighting fixtures. The isographs shall be provided for the full extent of the site lighting (to the point where the lighting reaches 0.0 foot-candles), even if this includes off-site areas. The isograph shall be calculated with 100% lighting, and shall also identify and incorporate a site's topography.

b) Indicate, by isolux contour diagram and grid points, the measured and calculated pre-development and post-development foot-candles at grade both on the development site and on adjacent property where lighting impacts are expected. The lighting plan must be sealed by a professional engineer with demonstrable expertise in lighting design and mitigation strategies, or a lighting specialist who is lighting certified (LC) by NCQLP (National Council on Qualifications for the Lighting Professions).

c) Cut Sheets: A detailed drawing and description shall be provided for each type of light fixture proposed on the site. The number, height, colors and materials for each type of fixture shall be clearly indicated.

d) Please note that in accordance with Section 5.11 (Lighting Standards) of the Town's Land Use Management Ordinance, lighting sources shall be shielded or arranged so as not to produce, within any public right-of-way, glare that interferes with the safe use of such right-of-way or constitutes a nuisance to the occupants of adjacent properties.

4.O Detailed Exterior Building Plans

a) Detailed Building Elevations
- A detailed list including all materials, textures, and colors for each building. If all buildings are the same, a combined list of materials, texture, and colors is acceptable. All windows, doors, light fixtures, and other appurtenant features must indicate type, style, and color.
- A straight-on, one-dimensional view of each building façade including front, side, and rear elevations.
- Color renderings, sketches, or perspective drawings.

b) Cross-Sections: Provide simple, typical cross-section(s) indicating how the buildings are placed on the site in relationship to topography, public access, existing vegetation, or other significant site features.

c) Floor Plans: Show the general interior layout of the building (this aids in understanding window locations, etc.) and the relationship of pedestrian circulation and entryways.

d) Other: Indicate the location of all HVAC, chiller, and/or ventilation units. Show any proposed screenings from relevant public rights-of-way.

4.P Construction Management Plan

a) Show how construction vehicle traffic will be managed and where construction vehicle routes will be located

b) Identify any impacts to bicycle, pedestrian, or Transit routes and facilities and indicate how they will be managed

c) Show parking areas for on-site construction workers including plans to prohibit parking in residential neighborhoods

d) Identify construction staging and material storage areas

e) Identify construction trailers and other associated temporary construction management structures

f) Indicate how the project construction will comply with the Town's Noise Ordinance,

g) Propose times and days when construction and noise from the project are permitted

h) Submit written confirmation that Developer has provided information to contractors and subcontractors regarding noise mitigation requirements for Development for contractor and subcontractor review and compliance with the same

Exhibit J: The Village at Obey Creek Design Guidelines

For a copy of the Design Guidelines, visit www.townofchapelhill.org/obeycreek

EXHIBIT K-Obey Creek Mixed-Use Development – Traffic Impact Study

The Traffic Impact Studies for the Obey Creek Mixed-Use Development are large in size. Therefore, links to the studies have been provided below:

- Traffic Impact Study – Technical Memorandum #2 (April 2014) – Click here[1]
- Traffic Impact Study – Technical Memorandum #3 (August 2014) – Analysis of Concept #2 – Click here[2]
- Traffic Impact Study – Technical Memorandum (April 2015) – 2022 Peak Hour Capacity Analysis for Southern Village Park-and-Ride Redevelopment – Click here[3]

[1] http://www.townofchapelhill.org/home/showdocument?id=22726
[2] http://www.townofchapelhill.org/home/showdocument?id=27096
[3] http://www.townofchapelhill.org/home/showdocument?id=27273

EXHIBIT L-Summary of Trip Generation Data
from April 2014 Traffic Impact Study

Trip Generation Step	24 Hour Volumes			AM Peak Hour Trips			Noon Peak Hour Trips			PM Peak Hour Trips		
	Enter	Exit	Total	Enter	Exit	Total	Enter	Exit	Total	Enter	Exit	Total
TOTAL EXTERNAL VEHICLE TRIPS (NEW TRIPS)	7,928	7,928	15,858	565	335	900	387	348	736	391	563	954



MATCHLINE - SEE SHEET SK-10

ToolDesignGroup
8484 GEORGIA AVENUE, SUITE 800, SILVER SPRING, MD 20910
PHONE: (301) 927-1900 FAX: (301) 927-2800
www.tooledesign.com

TOWN OF CHAPEL HILL
ALTERNATE INTERSECTION DESIGN CONCEPTS
SOUTH COLUMBIA STREET - INTERIM CONDITION

0 50 100

REV. 1:
REV. 2:
REV. 3:

DESIGNED: JAC
DRAWN: JAC
CHECKED: WS
DATE: 12/3/2014

SHEET NAME: S. COLUMBIA AT FORDHAM BLVD WESTBOUND RAMPS
DRAWING NUMBER SK-9
SHEET NUMBER 9 OF 12

EXHIBIT M

MATCHLINE - SEE SHEET SK-9



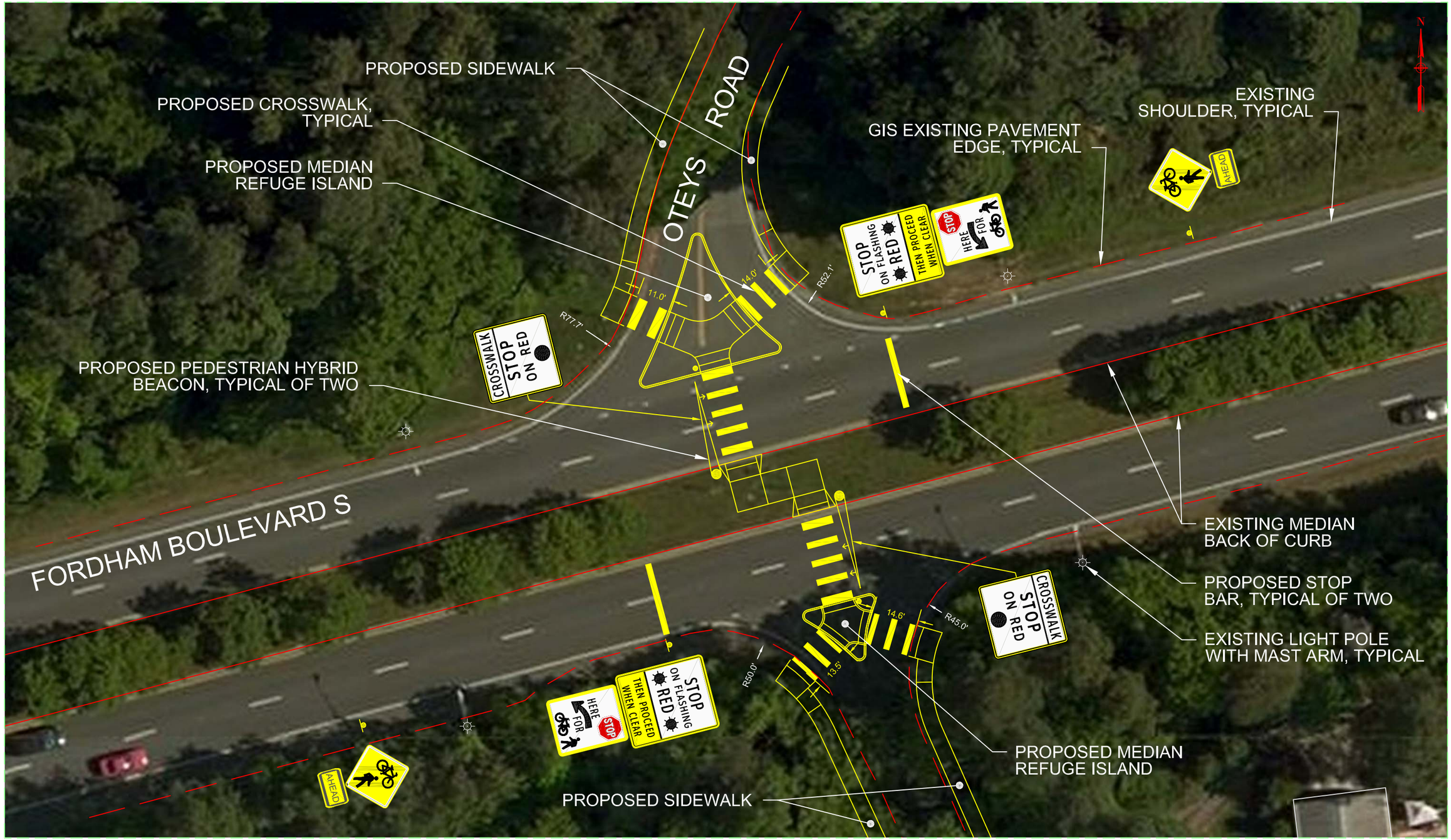
TooleDesignGroup
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PHONE: (301) 927-1900 FAX: (301) 927-2800
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TOWN OF CHAPEL HILL
ALTERNATE INTERSECTION DESIGN CONCEPTS
SOUTH COLUMBIA STREET - INTERIM CONDITION

0 50 100

REV. 1:
REV. 2:
REV. 3:
DESIGNED: JAC
DRAWN: JAC
CHECKED: WS
DATE: 12/3/2014

SHEET NAME:
S. COLUMBIA AT FORDHAM BLVD EASTBOUND RAMPS
DRAWING NUMBER
SK-10
SHEET NUMBER
10 OF 12



ToolDesignGroup
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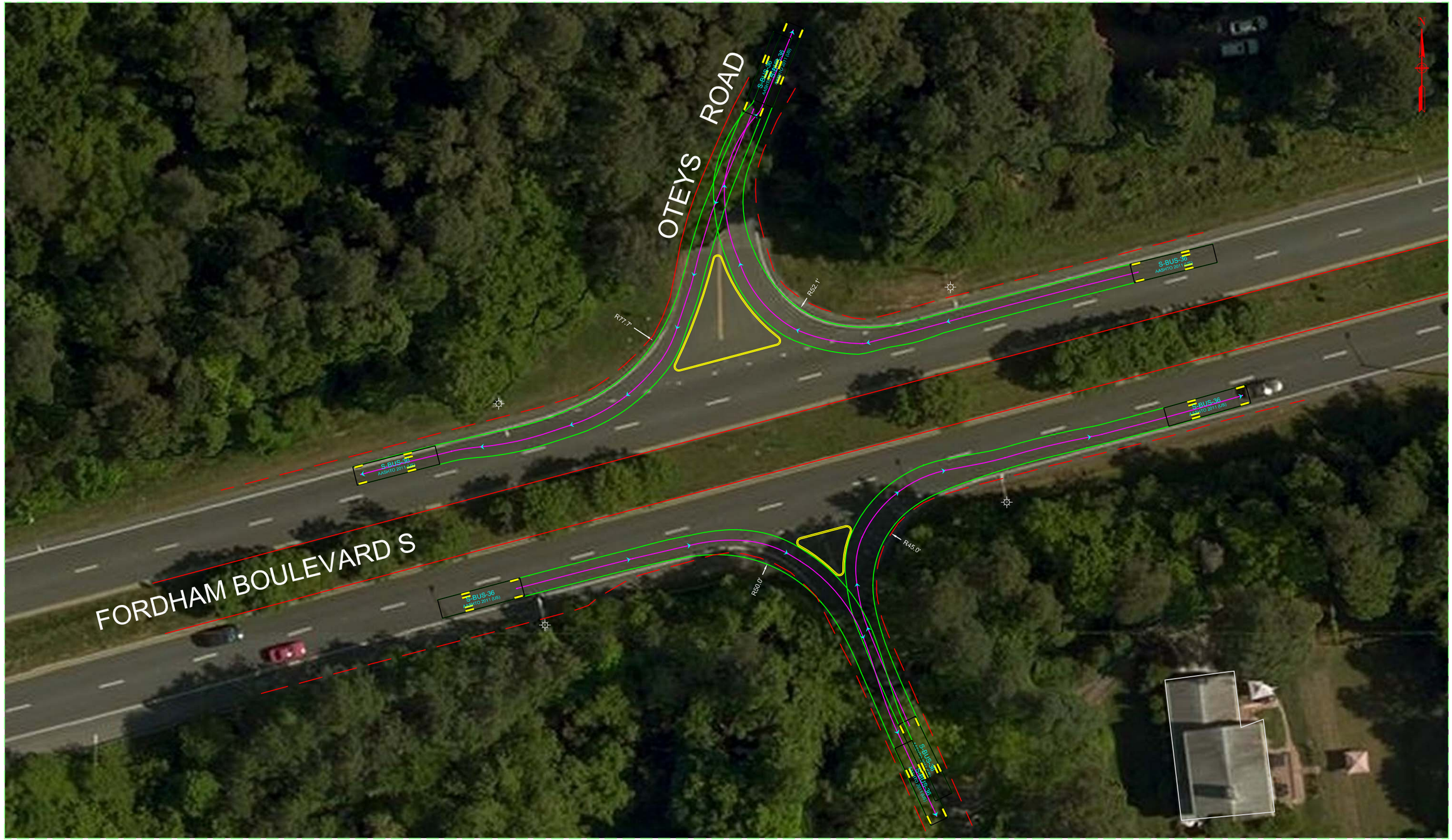
TOWN OF CHAPEL HILL
ALTERNATE INTERSECTION DESIGN CONCEPTS
OTEYS ROAD PROPOSED CROSSING

0 15 30

REV. 1:
REV. 2:
REV. 3:
DESIGNED: EM
DRAWN: EM
CHECKED: WS
DATE: 12/22/2014

SHEET NAME: Oteys Road Proposed Condition
DRAWING NUMBER SK-11
SHEET NUMBER 11 OF 13

EXHIBIT N



ToolDesignGroup
8484 GEORGIA AVENUE, SUITE 800, SILVER SPRING, MD 20910
PHONE: (301) 927-1900 FAX: (301) 927-2800
www.tooledesign.com

TOWN OF CHAPEL HILL
ALTERNATE INTERSECTION DESIGN CONCEPTS
OTEYS ROAD AUTO TURN FOR A SCHOOL BUS-36

0 20 40

REV. 1:
REV. 2:
REV. 3:

DESIGNED: EM
DRAWN: EM
CHECKED: WS
DATE: 12/22/2014

SHEET NAME:
Oteys Road
Autoturn Exhibit

DRAWING NUMBER
SK-12

SHEET NUMBER
12 OF 13

Overlook Park

Preserve Boundary 85 ac.

Main Loop Trail To
Overlook Bridge
(6'-8' Chapel Hill Gravel)

Preserve Boundary 85 ac.

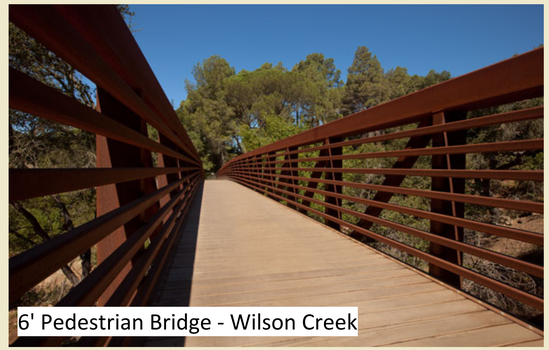
South Loop
Single Track Trail
(4' Natural Surface)

Restoration
Picnic Area

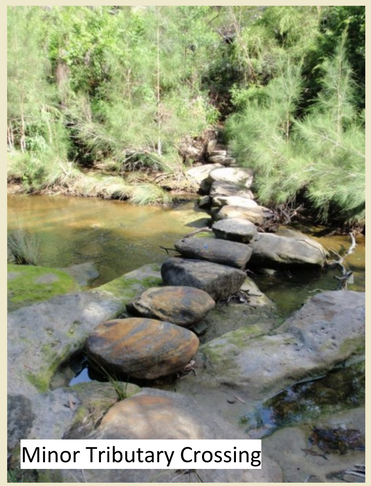
Minor Tributary Crossing

North Loop
Single Track Trail
(4' Natural Surface)

Native Plantings
Slope Restoration


6' Pedestrian Bridge - Wilson Creek


6'-12' Gravel/Natural Surface Trail


Minor Tributary Crossing


4' Natural Surface Single-Track Trail

320

0 150 300 450 FT

Preliminary Concept

WILSON CREEK PRESERVE

OBE Y CREEK

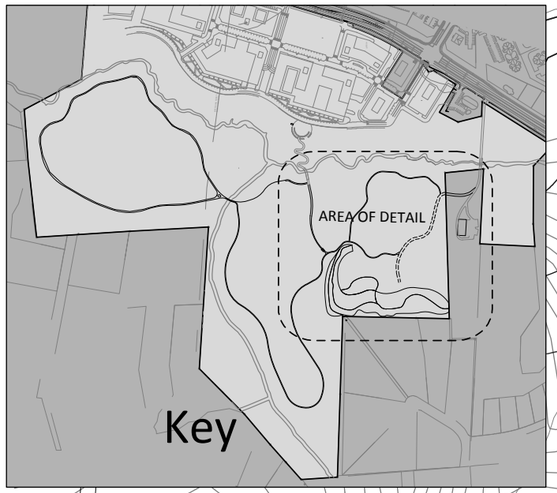
EXHIBIT O

April 1, 2015

P-1

east west partners

SCOTT MURRAY
LAND PLANNING, INC.



WILSON CREEK

EXISTING CREEK CROSSING

RCD UPLAND MANAGEMENT ZONE

ACCESS EASEMENT

HARDWOOD FOREST UNDISTRUBED

HARDWOOD FOREST UNDISTRUBED

OUTPARCEL

PROPERTY BOUNDARY

OUTER LIMITS OF FILL

OUTER LIMITS OF FILL

TOE OF SLOPE

20'-0"

100'-0" +/-

100'-0" +/-

65'-0" +/-

TOP OF SLOPE

NOTE: Final limits of disturbance & fill to be adjusted based on field verification of wetlands and approved by the Town Manager.

RESTORATION AREA KEY

- WETLAND PRESERVED (TYP)
- INVASIVE SPECIES ERADICATION PERMITTED
- PRIORITY ONE SLOPE RESTORATION
- PRIORITY TWO SLOPE RESTORATION
- LAY-BACK ZONE

NOTE: SLOPE RESTORATION AREAS GRADED AT 2:1 TO 4:1 SLOPES (H:V)

EXHIBIT P

TOWN OF CHAPEL HILL
405 Martin Luther King Jr. Blvd.
Chapel Hill, NC 27514-5705

phone (919) 969-5000 *fax* (919) 969-2063
www.townofchapelhill.org

May 6, 2015

Mr. Chuck Edwards, Jr. P.E.
District Engineer
P. O. Box 766
115 E. Crescent Square Drive
Graham, NC 27253

Subject: Request for Full Signalized Access on US 15/501 at Sumac Rd/Proposed Entrance to Obey Creek Development

Dear Mr. Edwards:

This letter is to formally request that NCDOT approve full signalized access at the intersection of US 15/501 and Sumac Road/Proposed Entrance to Obey Creek Development.

As part of the Obey Creek Development preliminary review, The Town and NCDOT approved a left-over access with traffic signal at the intersection of US 15/501 and Sumac Road.

The Town has recently proposed a redevelopment of the existing Southern Village Park-and-Ride lot located between Sumac Road and Market Street. The Town's TIA Consultant (HNTB) revised the Obey Creek TIA to include the trips from the proposed development in the park-and-ride lot to be added to 2022 full build-out conditions for the Obey Creek development. The revised analysis indicated that a full access signalized intersection at US 15/501 and Sumac Road is warranted based on the following reasons:

- Allows multiple interconnections between the developments on both sides of US 15-501
- A traffic signal with full access is warranted based on the revised trip generation and distribution.
- Transit buses will be routed to use Sumac Road, as it is difficult to use the Market Street because of the existing queue length restrictions on Market Street – and this would allow bus routes to directly access internal connections within Obey Creek
- Number of transit buses will be increased in 2022 and several routes are being proposed to use Southern Village and Obey Creek developments via Sumac Road. Obey Creek (as well as the proposed Park-and-Ride redevelopment) would be expected to generate significant transit ridership.
- Analysis indicated that the peak hour Level-of-Service on US 15/501 will not be negatively impacted. No operational problems found with the full access proposal and the proposed lane geometrics and recommended improvements to turn lane storage bay lengths were found to accommodate projected 2022 peak hour traffic demands. Traffic microsimulation analysis verified acceptable operations along

the US 15/501 corridor with both the Obey Creek and Park-and-Ride redevelopment traffic volumes added to projected background traffic levels.

- The NCDOT Complete Street Guidelines provide for enhanced bicycle and pedestrian features and reductions in intersection spacing. The Obey Creek project has been designed with those Guidelines in mind.
- Town Council and the community support the full signalized access.

I have attached the HNTB revised TIA analysis and recommendation for your review. We appreciate your response to this request in a timely manner.

If you have any questions, please let me know at (919)969-5093. Thank you.

Sincerely,

Kumar Neppalli
Traffic Engineering Manager

Enclosures as stated.

TECHNICAL MEMORANDUM

HNTB

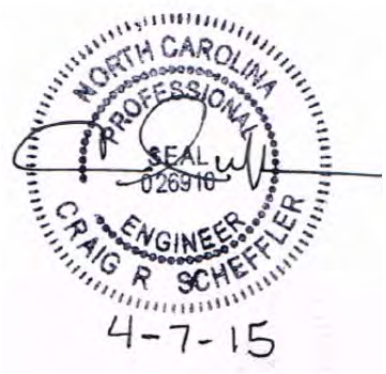
To
Kumar Neppalli
Traffic Engineering Manager
Town of Chapel Hill

From
Craig Scheffler, P.E., PTOE
HNTB North Carolina, P.C.

Cc
HNTB Project File: 38435

Subject
Obey Creek TIS –
2022 Peak Hour Capacity Analysis
for Southern Village Park-and-Ride
Redevelopment

Date
04/07/15



Per Town of Chapel Hill request related to the Obey Creek Traffic Impact Study, the following information represents intersection capacity analyses and queue length/storage information for estimated weekday AM, noon, and PM peak hour conditions in the 2022 analysis year previously studied in the Obey Creek Mixed-Use development project. This technical documentation examines the potential impacts at intersections along the US 15-501 corridor caused by a redevelopment of the existing Southern Village Park-and-Ride Lot into a mixed-use development. Trip generation, distribution and future traffic volume redistributions are also analyzed, based on conceptual site plan information provided by Town staff.

Trip Generation Analysis

HNTB conducted a detailed trip generation analysis for the proposed Park-and-Ride redevelopment, based on methodologies previously employed for trip generation estimates made for the Obey Creek development, since the developments both feature mixed-use components, are located directly adjacent from each other, and share some basic potential characteristics for internal trip-making, transit/pedestrian/bicycle trip reductions and "pass-by" type trip-making.

As part of the trip generation process, estimates of the net reduction in trips between the existing Park-and-Ride (390 spaces) and the projected amount of park-and-ride spaces available in the redevelopment (125 spaces) were made. The Institute of Transportation Engineers (ITE) *Trip Generation Manual* information was utilized to produce these estimates, as no existing field-collected trip generation data is available for peak periods at the existing Park-and-Ride Lot.

Table 1 provides basic redevelopment concept plan details, as provided by Town staff, that were used as a basis for estimating future trips from the redevelopment site.

Table 1. Park-and-Ride Redevelopment Scenario Comparison

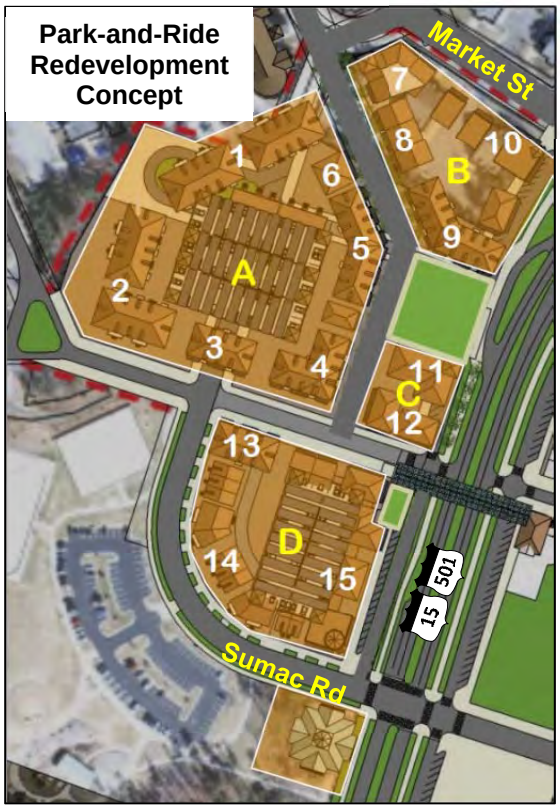
Version 1	Version 2
Anchor Retail – 30,000 Square Feet	Anchor Retail – 11,000 Square Feet
In-Line Retail – 60,800 Square Feet	In-Line Retail – 60,800 Square Feet
Office – 50,000 Square Feet	Office – 90,000 Square Feet
Residential – 166 Units	Residential – 116 Units

Table 2 provides an overall summary of new "net" external vehicle trips produced by each redevelopment scenario. This information accounts for all projected internal trip, transit trip, pedestrian/bicycle trip and "pass-by" trip reductions that are initially calculated by the ITE Trip Generation Manual and adjusted by previous methodologies employed in the Obey Creek Traffic Impact Study, and are consistent with NCDOT guidelines for trip generation analyses. ***Appendix A*** contains the detailed trip generation spreadsheet output.

Table 2. Park-and-Ride Trip Generation Summary – New "Net" External Vehicle Trips

Scenario	Daily Trips	AM Peak Hour Trips			Noon Peak Hour Trips			PM Peak Hour Trips		
		Enter	Exit	Total	Enter	Exit	Total	Enter	Exit	Total
Version 1	4,754	16	67	83	114	116	230	128	113	241
Version 2	4,293	48	48	96	120	115	235	109	125	234

Based on the results from **Table 2**, Version 1 produces slightly higher "net" vehicular trip estimates for the daily and critical PM peak hour time periods. Therefore, the Version 1 redevelopment scenario was carried forward to the trip distribution/assignment step and eventual capacity analysis. Though Version 2 was not specifically analyzed for traffic operations impacts, the fact that the data shows that its trip-generating characteristics are very similar to Version 1 would likely produce the same capacity analysis impact conclusions.



Trip Distribution and Assignment

The new "net" trips that are projected for the Southern Village Park-and-Ride Version 1 redevelopment concept were distributed onto the US 15-501 corridor in the following manner:

- External trips: Trip distribution percentages assumed in the Obey Creek Traffic Impact Study – 2022 Concept Analysis were utilized for the park-and-ride redevelopment. These percentages were

based on region-wide daily and peak hour traffic flows to external streets along US 15-501 and beyond the immediate project redevelopment site.

- Driveway Trips: Both "net" new external trips and "pass-by" type trips, which are only added to the network at the Park-and-Ride redevelopment access points along US 15-501, were assigned to the study area network by using some of the preliminary assumptions of land uses, redevelopment densities, and parking locations on the *Park-and-Ride Draft Scenario: 3 Concept Plan*. Trips were assigned to either Market Street or Sumac Road based on the relative percentage weight of predicted trip originations/destinations within the redevelopment site. "Pass-by" trips were estimated by comparing directional flows along US 15-501 based on existing traffic volumes, with overall weight at each driveway as described above. **Table 3** highlights the assumptions in distributing site trips.

Table 3. Driveway Trip Distribution Estimation

Access Point	By Location & Development Density	By Location & Parking Spaces	Estimated Driveway Access Percentages
Market Street	• 25% Block A (30,000 SF) • Block B (63,000 SF) • Block C (21,600 SF) Total = 115,000 SF (40% - Park-and-Ride traffic)	• 25% Block A (183 Spaces) • Block B – 37 Spaces • Block C (12 Spaces) Total = 232 Spaces (24%)	**30%**
Sumac Road	• 75% Block A (90,000 SF) • Block D (69,000 SF) • Park-and-Ride in Block A Garage Total = 159,000 SF (60% + Park-and-Ride traffic)	• 75% Block A (549 Spaces – Park-and-Ride in Garage) • Block D (190 Spaces) Total = 739 Spaces (76%)	**70%**

2022 Future Traffic Volume Development

Initial 2022 peak hour traffic volume estimates were taken from previously completed traffic projections for the Obey Creek project at full build-out, with the full access assumption at Sumac Road. This work accounted for the growth of background traffic in the Obey Creek study area due to regional traffic growth and several specific approved background generating development projects. The Southern Village Park-and-Ride redevelopment traffic volume assignments were applied to these 2022 "base" volumes to be used as inputs on the intersection capacity analyses. ***Appendix B*** provides details on the trip distribution/assignment and overall traffic volume development process used in this technical memorandum.

2022 Peak Hour Capacity Analysis Methodology

HNTB updated the previously completed 2022 AM, Noon, and PM peak hour Synchro intersection capacity analysis networks to account for additional future Park-and-Ride redevelopment traffic along US 15-501 adjacent to the existing Park-and-Ride / future Obey Creek sites. This analysis includes the intersections from Market Street/Obey Creek Site Driveway #4 (Market Street East) through Dogwood

Acres Drive. The capacity analysis Synchro networks also included the adjacent signalized intersections at Dogwood Acres Drive and Arlen Park Drive/Bennett Road, though these intersections were included only to provide more accurate estimates of traffic signal progression along the US 15-501 corridor and actual traffic capacity impacts from the proposed Park-and-Ride redevelopment at these locations is expected to be negligible.

The analysis also includes the assumption that Sumac Road/Obey Creek Site Driveway #3 would have full access, and that potential right-turn in/right-turn out only (RIRO) driveways from the redevelopment site and Obey Creek and any frontage roads along US 15-501 (as shown on the Concept Plan) were not part of this initial analysis and will need to be analyzed in greater detail at a later date.

Three analysis scenarios were developed for this technical memorandum and include:

- **2022 No-Build** – This analysis assumes full build-out of the Obey Creek development, full access for Sumac Road, and contains the original *Obey Creek Traffic Impact Study – 2022 Concept Analysis* projected traffic volumes along the US 15-501 corridor. The assumed study area intersection geometrics and signal timings were taken from original and modified recommendations made for the Market Street and Sumac Road intersections by both HNTB, NCDOT and Town staff.
- **2022 Build** – This analysis assumes full build-out of the Southern Village Park-and-Ride redevelopment, reduction of existing park-and-ride parking spaces, full access at Sumac Road and additional redistribution of existing traffic volumes that access the Scroggs Elementary School in Southern Village. These redistributions were included because the Park-and-Ride Redevelopment Concept plans show a new local street network access point for the school to/from Sumac Road – with the possibility that some existing AM peak hour northbound school-related trips may use this access point instead of existing Market Street to access the school. This scenario assumes the same geometric and signal timing assumptions featured in the 2022 No-Build analysis.
- **2022 Build + Improvements** – This analysis was completed after initial 2022 Build scenario results were reviewed to determine if the Market Street and Sumac Road intersections with US 15-501 provide adequate vehicular capacity and Level-of-Service (LOS) in the three peak hour analysis periods. In addition, if potential queuing issues were projected to occur in this scenario, additional geometric and/or traffic signal timing/phasing strategies were incorporated into the analysis.

Projected No-Build and Build 2022 AM/noon/PM peak hour traffic volumes for the US 15-501 study area network are shown on **Figures 1 and 2. Figure 3** shows the assumed 2022 study area laneage utilized in the No-Build and Build Scenario analyses.

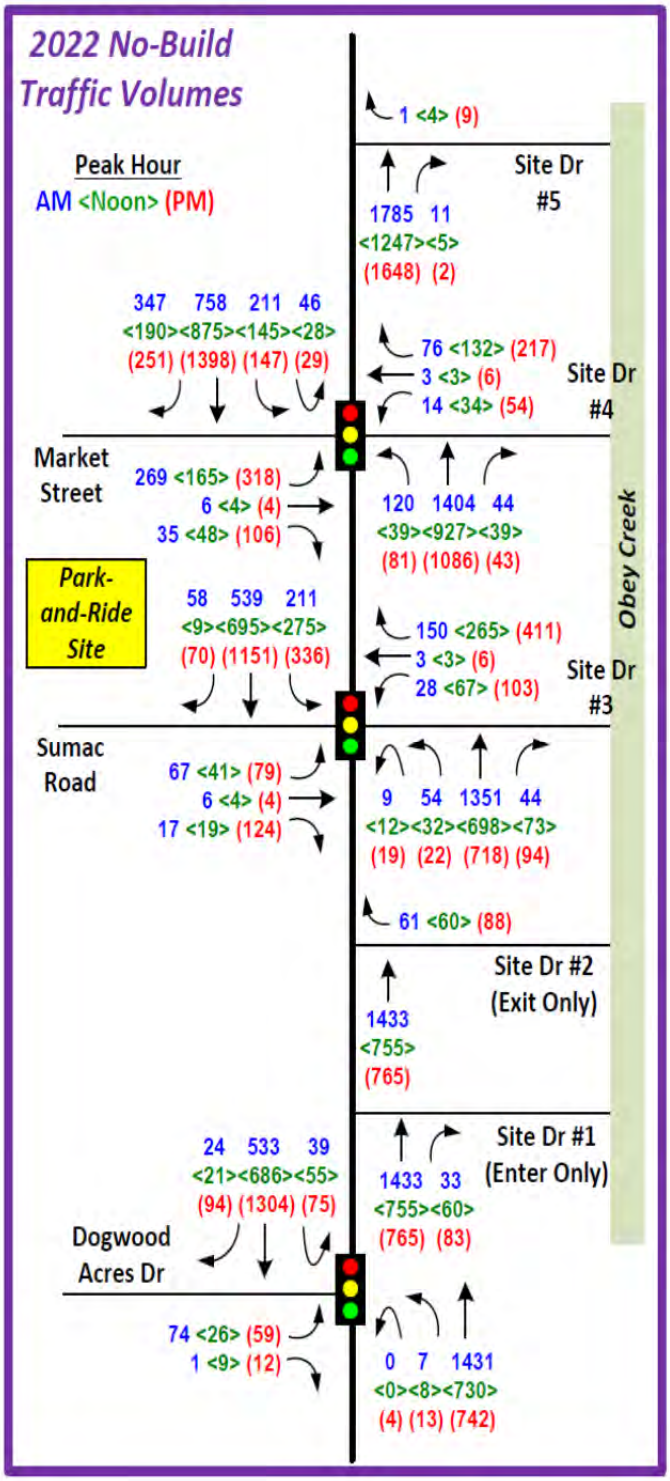


Figure 1 – 2022 Peak Hour Traffic Volumes
No-Build Scenario (Existing Park-and-Ride)

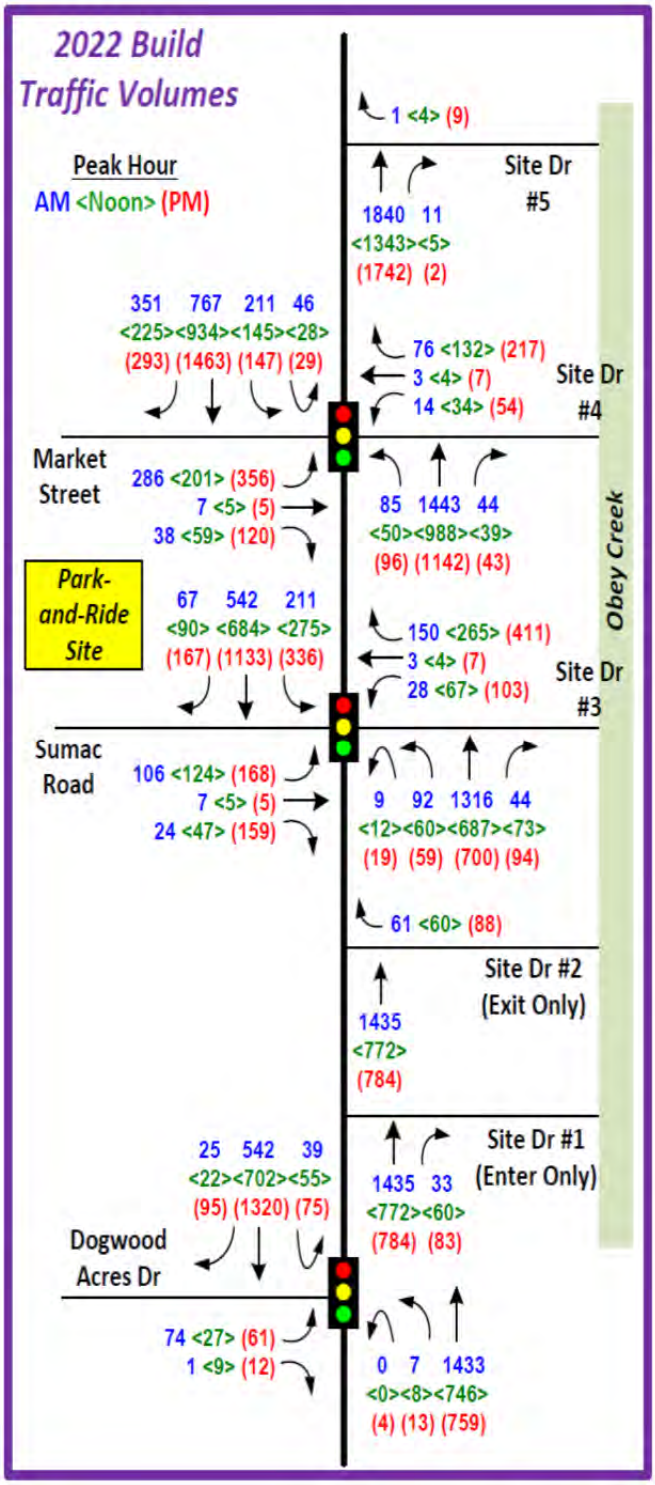


Figure 2 – 2022 Peak Hour Traffic Volumes
Build Scenario (Park-and-Ride Redevelopment)

2022 Peak Hour Capacity and Queue Analysis Results

Using the traffic volume data from **Figures 1 and 2**, HNTB updated the previously submitted 2022 peak hour Synchro capacity analysis networks to include these changes, along with the incorporation of the assumed geometrics and laneage shown in **Figure 3**. Corridor signal operations were re-optimized following the laneage and volume updates.

Tables 4, 5, and 6 show the operational analysis results for the US 15-501 intersections with Market Street and Sumac Road for the 2022 No-Build, Build, and Build with Improvements Scenarios, respectively. All overall intersection and movement Level-of-Service (LOS) results are shown along with corresponding delay (seconds per vehicle) information. In addition to the operational results, projected 2022 peak hour maximum (Synchro 95th percentile) queue lengths are shown for each intersection movement and are compared to existing or proposed queue storage lengths. Storage lengths for US 15-501 through movements are shown in areas where intersection spacing might be close enough to warrant a check as to whether mainline traffic may spill back to an upstream intersection. Similarly, for select minor street approaches, a through movement queue storage is provided for short links that may impact an upstream intersection.

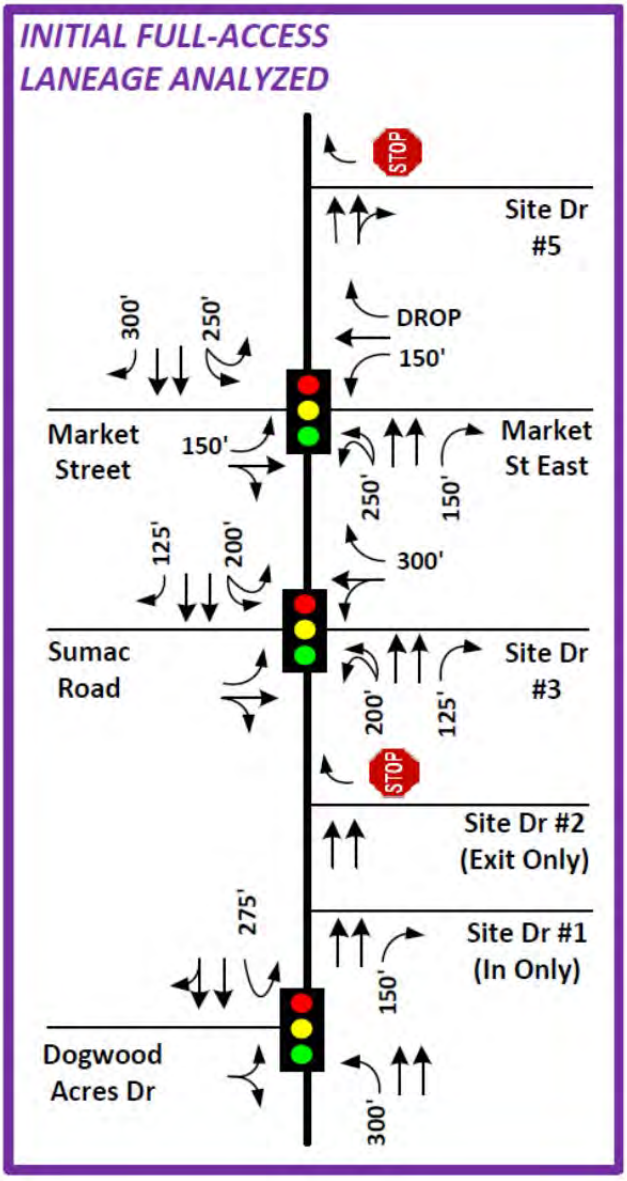


Figure 3 – 2022 Assumed Study Area Geometrics and Traffic Control

As shown in **Tables 4, 5 and 6**, the two signalized intersections in the immediate vicinity of the existing Southern Village Park-and-Ride are expected to operate at an overall LOS D or better in all the 2022 peak hours, regardless of the redevelopment of the existing Park-and-Ride. Overall LOS is the threshold value used by the Town and NCDOT as a measure of adequate operational performance to determine when additional mitigation may be necessary to offset development-related impacts (typically LOS D is used as a threshold).

There are several instances of individual movement LOS/delay exceeding the LOS D threshold for each scenario. This is commonly experienced on most lower volume side streets along high volume arterials where optimized/coordinated traffic signal timings will favor larger amounts of green time be allocated to the higher volume facilities. A discussion of queue storage impacts for each scenario follows the tables.

Table 4. 2022 AM/Noon/PM Peak Hour Intersection Capacity and Queue Analysis Results
No-Build Alternative – Existing Park-and-Ride and Full Obey Creek Build-out

ID #	Intersections / Movements	AM PEAK HOUR			NOON PEAK HOUR			PM PEAK HOUR			Queue Storage (ft)
		LOS	Avg Delay (sec/veh)	95th % Queue Length (ft)	LOS	Avg Delay (sec/veh)	95th % Queue Length (ft)	LOS	Avg Delay (sec/veh)	95th % Queue Length (ft)	
12	**US 15-501 & Market Street / Site Driveway #4**	**D**	**37.0**	--	**C**	**23.3**	--	**C**	**34.0**	--	--
	EB LT	***F***	***96.4***	***425***	***E***	***60.4***	***200***	***E***	***73.8***	***450***	150
	EB THRT	D	41.0	75	C	32.5	100	C	33.5	125	350
	WB LT	***E***	***65.6***	50	***E***	***62.4***	75	***F***	***91.9***	125	300
	WB TH	***E***	***62.0***	25	D	51.3	25	***E***	***57.7***	25	300
	WB RT	D	43.7	125	C	28.9	100	***E***	***55.1***	275	300
	NB LT	***F***	***86.5***	200	***E***	***78.8***	75	***E***	***78.2***	175	250
	NB TH	C	28.9	875	B	17.8	225	C	29.3	575	925
	NB RT	B	12.1	25	B	15.0	50	B	16.6	50	150
	SB LT/U-TURN	***E***	***64.1***	***450***	D	47.5	200	***E***	***70.8***	250	350
	SB TH	C	20.8	375	B	14.3	200	C	21.2	500	-
	SB RT	B	13.4	***350***	A	2.8	25	A	3.4	50	300
13	**US 15-501 & Sumac Road / Obey Creek Site Driveway #3 - FULL ACCESS**	**C**	**20.6**	--	**B**	**18.0**	--	**C**	**22.0**	--	--
	EB LT	***E***	***79.5***	125	D	55.0	75	D	52.8	125	-
	EB THRT	***E***	***59.9***	75	D	48.1	75	***E***	***57.7***	225	-
	WB LTTH	***E***	***63.2***	75	***E***	***60.1***	125	***F***	***87.0***	175	300
	WB RT	D	36.9	175	C	21.6	200	C	22.1	300	300
	NB LT	***E***	***69.3***	125	D	52.0	75	***E***	***62.6***	100	200
	NB TH	B	14.1	250	B	19.7	325	C	26.1	250	1,400
	NB RT	B	10.2	25	B	15.4	50	C	23.6	100	150
	SB LT	***E***	***64.5***	325	C	24.4	275	C	31.5	***400***	350
	SB TH	A	1.0	25	A	1.7	50	A	2.8	75	925
	SB RT	A	1.0	25	A	1.7	25	A	2.4	25	150

RED LOS/DELAY VALUES – Movement or Overall Intersection is over capacity per Town of Chapel Hill TIS Guidelines
RED QUEUE LENGTH/STORAGE VALUES – Synchro Estimated Queue Length Potentially Exceeds Existing/Future Storage
"-" = Queue Storage Calculation Not Relevant for Specified Movement

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Table 5. 2022 AM/Noon/PM Peak Hour Intersection Capacity and Queue Analysis Results
Build Alternative – Redeveloped Park-and-Ride and Full Obey Creek Build-out

ID #	Intersections / Movements	AM PEAK HOUR			NOON PEAK HOUR			PM PEAK HOUR			Queue Storage (ft)
		LOS	Avg Delay (sec/veh)	95th % Queue Length (ft)	LOS	Avg Delay (sec/veh)	95th % Queue Length (ft)	LOS	Avg Delay (sec/veh)	95th % Queue Length (ft)	
12	**US 15-501 & Market Street / Site Driveway #4**	**D**	**40.0**	--	**C**	**24.5**	--	**D**	**36.7**	--	--
	EB LT	***F***	***110.4***	***475***	***E***	***64.6***	***250***	***F***	***83.0***	***525***	150
	EB THRT	D	38.9	75	C	32.5	100	C	33.8	150	350
	WB LT	***E***	***67.4***	50	***E***	***64.9***	75	***F***	***97.5***	125	300
	WB TH	***E***	***62.0***	25	D	52.0	25	***E***	***57.9***	25	300
	WB RT	D	43.0	125	C	29.2	100	***E***	***55.6***	275	300
	NB LT	***F***	***83.9***	125	***E***	***78.0***	100	***F***	***92.8***	200	250
	NB TH	C	32.7	900	B	18.3	275	C	31.1	600	925
	NB RT	B	11.2	25	B	13.7	25	B	16.9	50	150
	SB LT/U-TURN	***E***	***74.6***	***450***	D	47.3	200	***E***	***70.6***	225	350
	SB TH	B	19.7	375	B	15.4	200	C	23.7	700	-
	SB RT	B	12.7	***350***	A	2.6	25	A	3.4	75	300
13	**US 15-501 & Sumac Road / Obey Creek Site Driveway #3 - FULL ACCESS**	**C**	**23.6**	--	**C**	**23.5**	--	**C**	**25.7**	--	--
	EB LT	***E***	***76.9***	175	***F***	***91.7***	200	***E***	***74.8***	275	-
	EB THRT	D	54.0	75	D	49.3	100	***E***	***60.2***	275	-
	WB LTTH	D	54.8	75	D	53.5	125	***F***	***101.6***	225	300
	WB RT	C	32.0	175	B	18.2	200	B	18.6	300	300
	NB LT	***E***	***65.3***	175	***E***	***58.1***	100	***F***	***84.8***	175	200
	NB TH	B	17.8	275	C	23.7	325	C	29.1	225	1,400
	NB RT	B	12.3	25	B	17.0	50	C	25.2	100	150
	SB LT	***E***	***59.2***	325	C	23.9	275	C	29.0	***375***	350
	SB TH	A	3.4	50	A	2.6	50	A	3.5	75	925
	SB RT	A	3.3	25	A	2.1	25	A	3.0	25	150

RED LOS/DELAY VALUES – Movement or Overall Intersection is over capacity per Town of Chapel Hill TIS Guidelines
RED QUEUE LENGTH/STORAGE VALUES – Synchro Estimated Queue Length Potentially Exceeds Existing/Future Storage
"-" = Queue Storage Calculation Not Relevant for Specified Movement

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Table 6. 2022 AM/Noon/PM Peak Hour Intersection Capacity and Queue Analysis Results
Build Alternative + Geometric Improvements – Redeveloped Park-and-Ride and Full Obey Creek Build-out

ID #	Intersections / Movements	AM PEAK HOUR			NOON PEAK HOUR			PM PEAK HOUR			Queue Storage (ft)
		LOS	Avg Delay (sec/veh)	95th % Queue Length (ft)	LOS	Avg Delay (sec/veh)	95th % Queue Length (ft)	LOS	Avg Delay (sec/veh)	95th % Queue Length (ft)	
12	**US 15-501 & Market Street / Site Driveway #4**	**C**	**26.3**	**--**	**C**	**20.9**	**--**	**C**	**27.0**	**--**	**--**
	EB LT	***E***	***67.4***	200	***E***	***55.6***	125	***E***	***66.5***	225	**225 Dual**
	EB THRT	D	44.4	100	D	39.1	100	D	43.3	175	350
	WB LT	***E***	***67.4***	50	***E***	***61.8***	75	***F***	***87.7***	125	300
	WB TH	***E***	***62.0***	25	D	51.0	25	***E***	***56.7***	25	300
	WB RT	D	50.6	125	D	39.4	125	***E***	***55.1***	275	300
	NB LT	***F***	***83.4***	150	***E***	***69.5***	100	***E***	***62.0***	125	250
	NB TH	B	12.9	250	B	12.0	225	B	18.2	475	925
	NB RT	A	9.1	25	A	9.8	25	B	12.8	25	150
	SB LT/U-TURN	***E***	***60.7***	175	D	46.2	125	***E***	***56.2***	100	**250 Dual**
	SB TH	B	18.8	350	B	12.0	175	B	14.9	300	-
	SB RT	B	13.1	***350***	A	3.3	50	A	2.9	25	300
13	**US 15-501 & Sumac Road / Obey Creek Site Driveway #3 - FULL ACCESS**	**C**	**24.1**	**--**	**C**	**26.1**	**--**	**C**	**29.1**	**--**	**--**
	EB LT	***E***	***73.3***	175	***E***	***59.7***	175	***E***	***71.3***	250	**250**
	EB THRT	D	45.8	75	C	30.2	75	D	36.4	225	-
	WB LTTH	***E***	***76.8***	75	***E***	***65.5***	125	***F***	***81.6***	200	300
	WB RT	***E***	***62.3***	225	C	28.2	175	C	27.5	275	300
	NB LT	***E***	***61.6***	175	***E***	***58.3***	100	***E***	***71.2***	150	**250**
	NB TH	B	14.4	250	C	24.6	350	C	34.9	400	1,400
	NB RT	B	10.5	25	B	19.9	50	C	26.6	100	150
	SB LT	***E***	***63.5***	175	C	32.5	150	C	33.4	200	**250 Dual**
	SB TH	A	4.8	50	B	11.5	125	B	13.4	375	925
	SB RT	A	2.2	25	A	1.7	25	A	2.5	25	150

RED LOS/DELAY VALUES – Movement or Overall Intersection is over capacity per Town of Chapel Hill TIS Guidelines
RED QUEUE LENGTH/STORAGE VALUES – Synchro Estimated Queue Length Potentially Exceeds Existing/Future Storage
"-" = Queue Storage Calculation Not Relevant for Specified Movement
BLUE STORAGE VALUES – Recommended Geometric Improvements to Initial Turn Bay Storage Assumptions

As noted in **Tables 4 and 5**, several peak hour queuing issues may also arise, based on the estimated queue results compared to existing/projected queue storage for both the No-Build and Build scenarios.

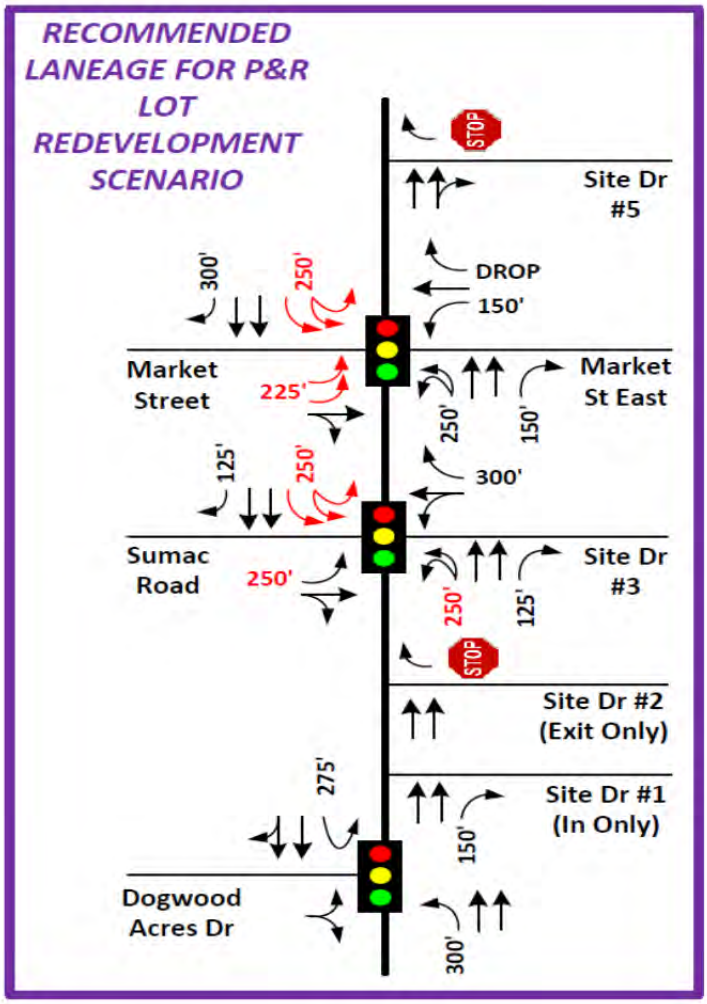


Figure 4 – 2022 Geometric Improvement Recommendations

- US 15-501 / Market Street / Site Driveway #4 (Market St East) – projected eastbound left-turn lane maximum queues will far exceed the existing 150 foot storage length. Southbound left-turn queue lengths into the future Obey Creek development may exceed preliminary single left-turn lane storage provisions of 350 feet in the 2022 AM peak hour.
- US 15-501 / Sumac Road / Site Driveway #3 – even without additional traffic generated by the Park-and-Ride redevelopment, potential heavy southbound left-turn traffic into the Obey Creek development may exceed the current planned single left-turn bay storage of 350 feet. Provision of full access at Sumac Road may also produce northbound left-turn queues that approach the 200 foot planned left-turn lane (from original Obey Creek concept plan data). With the existing RIRO eastbound approach at Sumac Road and US 15-501, no provision is needed for separate turning lanes. In the future, if full access is granted, the current Sumac Road cross-section was also assumed to be restriped and widened for a left-turn lane and a through right-turn lane. This lane's storage requirements were determined by analysis results shown in **Table 6**.

Figure 4 shows recommended geometric improvements to provide adequate turning lane storage capacity to accommodate projected 2022 peak hour maximum vehicle queues. Southbound dual left-turn lanes from US 15-501 into the Obey Creek development are recommended, along with the widening and additional eastbound left-turn lane required for the Market Street approach to US 15-501. At Sumac Road and US 15-501, separate eastbound left-turn and through/right-turn lanes are recommended, along with the provision of 250 feet of left-turn bay storage and a dedicated protected or protected+permitted left-turn signal phase for this approach. The future design for a northbound left-turn bay into Sumac Road should provide at least 250 feet of single-lane vehicle storage.

Conclusions

The results of this preliminary study into the potential traffic operations impacts due to a proposed redevelopment of the existing Southern Village Park-and-Ride indicate that, for the proposed mixed-use development intensities and location of major access points, a full access intersection along US 15-501 at Sumac Road can be designed to mitigate projected 2022 peak hour operational issues caused by both the park-and-ride redevelopment as well as the full build-out of Obey Creek. Additional study will be necessary to examine the impacts of proposed frontage roads, on-street bus drop-off points along US 15-501, and potential mid-block local RIRO access locations that are shown on the Park-and-Ride Concept Plan.

A full access intersection with US 15-501 at Sumac Road will help distribute local traffic that accesses Southern Village, the Park-and-Ride redevelopment and Obey Creek and, as the preliminary results show, should not significantly impair individual intersection operations along the US 15-501 corridor. It will also provide a direct and efficient means for serving the existing high frequency transit service to the park-and-ride lot area by allowing bus routes to enter at Market Street and exit at Sumac Road, with the possibility of extending the existing routes across through the internal street network of Obey Creek.

Appendix A – Trip Generation Details

SOUTHERN VILLAGE PARK & RIDE REDEVELOPMENT - TRIP GENERATION DATA - ALTERNATIVE 1 3/23/2015

1. ITE RAW TRIP GENERATION CALCULATIONS - TOTAL NEW DEVELOPMENT

Land Use	ITE Code	Size	Unit	24 Hour Volumes			AM Peak Hour Trips			Noon Peak Hour Trips			PM Peak Hour Trips		
				Enter	Exit	Total	Enter	Exit	Total	Enter	Exit	Total	Enter	Exit	Total
Apartments	220	166	DU	565	565	1,130	17	68	85	22	27	49	71	38	109
General Office Building	710	50	1000 SF	388	388	776	97	13	110	45	47	92	23	111	134
Shopping Center	820	90.8	1000 SF	3,189	3,189	6,378	91	56	147	181	174	355	270	292	562
TOTAL				**4,142**	**4,142**	**8,284**	**205**	**137**	**342**	**248**	**247**	**495**	**364**	**441**	**805**
2. INTERNAL CAPTURE (FROM ITE CALCULATIONS)				**414**	**414**	**828**	**10**	**10**	**20**	**46**	**46**	**92**	**81**	**81**	**162**
EXTERNAL TRIP GENERATION BEFORE MODAL REDUCTION				**3,728**	**3,728**	**7,456**	**195**	**127**	**322**	**202**	**201**	**403**	**283**	**360**	**643**

3. TRANSIT TRIP REDUCTIONS

TRANSIT TRIP GENERATION FACTORS	Daily Factors			AM Peak Hour %			Noon Peak Hour %			PM Peak Hour %		
	Enter	Exit	Total	Enter	Exit	Total	Enter	Exit	Total	Enter	Exit	Total
Apartments	--	--	1.67	--	--	15%	--	--	7.5%	--	--	15%
General Office Building	--	--	0.85	--	--	15%	--	--	7.5%	--	--	15%
Shopping Center	--	--	2.21	--	--	15%	--	--	10.0%	--	--	15%

TRANSIT TRIP GENERATION BY LAND USE	ITE Code	Size	Unit	Daily Ridership			AM Peak Hour Trips			Noon Peak Hour Trips			PM Peak Hour Trips		
				Enter	Exit	Total	Enter	Exit	Total	Enter	Exit	Total	Enter	Exit	Total
Apartments	220	166	DU	139	139	277	2	10	12	1	2	3	9	5	13
General Office Building	710	50	1000 SF	21	21	43	14	2	16	3	3	6	3	13	16
Shopping Center	820	90.8	1000 SF	100	100	201	13	8	21	15	14	29	32	35	67
TOTAL				**260**	**260**	**520**	**29**	**19**	**48**	**19**	**19**	**37**	**44**	**53**	**96**

4. PED/BIKE TRIP REDUCTIONS

PED/BIKE TRIP GENERATION FACTORS	Daily Factors			AM Peak Hour %			Noon Peak Hour %			PM Peak Hour %		
	Enter	Exit	Total	Enter	Exit	Total	Enter	Exit	Total	Enter	Exit	Total
Apartments	--	--	0.167	--	--	1.5%	--	--	0.8%	--	--	1.5%
General Office Building	--	--	0.085	--	--	1.5%	--	--	0.8%	--	--	1.5%
Shopping Center	--	--	0.221	--	--	1.5%	--	--	1.0%	--	--	1.5%

PED/BIKE TRIP GENERATION BY LAND USE	ITE Code	Size	Unit	Daily Ped/Bike Trips			AM Peak Hour Trips			Noon Peak Hour Trips			PM Peak Hour Trips		
				Enter	Exit	Total	Enter	Exit	Total	Enter	Exit	Total	Enter	Exit	Total
Apartments	220	166	DU	14	14	28	0	1	1	0	0	0	1	0	1
General Office Building	710	50	1000 SF	2	2	4	1	0	2	0	0	1	0	1	2
Shopping Center	820	90.8	1000 SF	10	10	20	1	1	2	1	1	3	3	3	7
TOTAL				**26**	**26**	**52**	**3**	**2**	**5**	**2**	**2**	**4**	**4**	**5**	**10**

TOTAL NEW EXTERNAL VEHICLE TRIPS (DRIVEWAY VOLUMES)	24 Hour Volumes			AM Peak Hour Trips			Noon Peak Hour Trips			PM Peak Hour Trips		
	Enter	Exit	Total	Enter	Exit	Total	Enter	Exit	Total	Enter	Exit	Total
	3,442	**3,442**	**6,884**	**163**	**106**	**269**	**181**	**181**	**362**	**235**	**302**	**537**

5.PASS-BY TRIPS	ITE Code	Size	Unit	24 Hour Volumes			AM Peak Hour Trips			Noon Peak Hour Trips			PM Peak Hour Trips		
				Enter	Exit	Total	Enter	Exit	Total	Enter	Exit	Total	Enter	Exit	Total
Pass-By Trip Rates - Shopping Center	820	90.8	1000 SF	17%	17%	17%	0%	0%	0%	34%	34%	34%	34%	34%	34%
Pass-By Trips				471	471	942	0	0	0	45	43	88	60	69	130
Adjusted Pass-By Trips				471	471	942	0	0	0	44	44	88	65	65	130
TOTAL				**471**	**471**	**942**	**0**	**0**	**0**	**44**	**44**	**88**	**65**	**65**	**130**

TOTAL NEW EXTERNAL VEHICLE TRIPS ADDED TO ADJACENT STREETS	24 Hour Volumes			AM Peak Hour Trips			Noon Peak Hour Trips			PM Peak Hour Trips		
	Enter	Exit	Total	Enter	Exit	Total	Enter	Exit	Total	Enter	Exit	Total
	2,971	**2,971**	**5,942**	**163**	**106**	**269**	**137**	**137**	**274**	**170**	**237**	**407**
Park & Ride Net Trip Generation Reduction	594	594	1,188	147	39	186	24	21	44	42	124	166
Net Total External Vehicle Trips Added to Adjacent Streets	**2,377**	**2,377**	**4,754**	**16**	**67**	**83**	**114**	**116**	**229**	**128**	**113**	**241**

SOUTHERN VILLAGE PARK & RIDE REDEVELOPMENT - TRIP GENERATION DATA - ALTERNATIVE 2 3/23/2015

1. ITE RAW TRIP GENERATION CALCULATIONS - TOTAL NEW DEVELOPMENT

Land Use	ITE Code	Size	Unit	24 Hour Volumes			AM Peak Hour Trips			Noon Peak Hour Trips			PM Peak Hour Trips		
				Enter	Exit	Total	Enter	Exit	Total	Enter	Exit	Total	Enter	Exit	Total
Apartments	220	116	DU	414	414	828	12	49	61	17	20	36	53	28	81
General Office Building	710	90	1000 SF	606	606	1,212	155	21	176	70	64	134	30	149	179
Shopping Center	820	71.8	1000 SF	2,738	2,738	5,476	79	48	127	155	149	304	230	250	480
TOTAL				**3,758**	**3,758**	**7,516**	**246**	**118**	**364**	**241**	**232**	**474**	**313**	**427**	**740**
2. INTERNAL CAPTURE (FROM ITE CALCULATIONS)				**376**	**376**	**752**	**13**	**13**	**26**	**38**	**38**	**76**	**62**	**62**	**124**
EXTERNAL TRIP GENERATION BEFORE MODAL REDUCTION				**3,382**	**3,382**	**6,764**	**233**	**105**	**338**	**203**	**194**	**398**	**251**	**365**	**616**

3. TRANSIT TRIP REDUCTIONS

TRANSIT TRIP GENERATION FACTORS	Daily Factors			AM Peak Hour %			Noon Peak Hour %			PM Peak Hour %		
	Enter	Exit	Total	Enter	Exit	Total	Enter	Exit	Total	Enter	Exit	Total
Apartments	--	--	1.67	--	--	15%	--	--	7.5%	--	--	15%
General Office Building	--	--	0.85	--	--	15%	--	--	7.5%	--	--	15%
Shopping Center	--	--	2.21	--	--	15%	--	--	10.0%	--	--	15%

TRANSIT TRIP GENERATION BY LAND USE	ITE Code	Size	Unit	Daily Ridership			AM Peak Hour Trips			Noon Peak Hour Trips			PM Peak Hour Trips		
				Enter	Exit	Total	Enter	Exit	Total	Enter	Exit	Total	Enter	Exit	Total
Apartments	220	116	DU	97	97	194	2	7	8	1	1	2	7	3	10
General Office Building	710	90	1000 SF	38	38	77	22	3	25	4	4	8	4	19	22
Shopping Center	820	71.8	1000 SF	79	79	159	11	7	18	13	13	26	29	31	60
TOTAL				**214**	**214**	**429**	**34**	**16**	**51**	**18**	**18**	**36**	**39**	**53**	**92**

4. PED/BIKE TRIP REDUCTIONS

PED/BIKE TRIP GENERATION FACTORS	Daily Factors			AM Peak Hour %			Noon Peak Hour %			PM Peak Hour %		
	Enter	Exit	Total	Enter	Exit	Total	Enter	Exit	Total	Enter	Exit	Total
Apartments	--	--	0.167	--	--	1.5%	--	--	0.8%	--	--	1.5%
General Office Building	--	--	0.085	--	--	1.5%	--	--	0.8%	--	--	1.5%
Shopping Center	--	--	0.221	--	--	1.5%	--	--	1.0%	--	--	1.5%

PED/BIKE TRIP GENERATION BY LAND USE	ITE Code	Size	Unit	Daily Ped/Bike Trips			AM Peak Hour Trips			Noon Peak Hour Trips			PM Peak Hour Trips		
				Enter	Exit	Total	Enter	Exit	Total	Enter	Exit	Total	Enter	Exit	Total
Apartments	220	116	DU	10	10	19	0	1	1	0	0	0	1	0	1
General Office Building	710	90	1000 SF	4	4	8	2	0	2	0	0	1	0	2	2
Shopping Center	820	71.8	1000 SF	8	8	16	1	1	2	1	1	3	3	3	6
TOTAL				**21**	**21**	**43**	**3**	**2**	**5**	**2**	**2**	**4**	**4**	**5**	**9**

TOTAL NEW EXTERNAL VEHICLE TRIPS (DRIVEWAY VOLUMES)	24 Hour Volumes			AM Peak Hour Trips			Noon Peak Hour Trips			PM Peak Hour Trips		
	Enter	Exit	Total	Enter	Exit	Total	Enter	Exit	Total	Enter	Exit	Total
	3,146	**3,146**	**6,292**	**195**	**87**	**282**	**183**	**175**	**358**	**208**	**306**	**514**

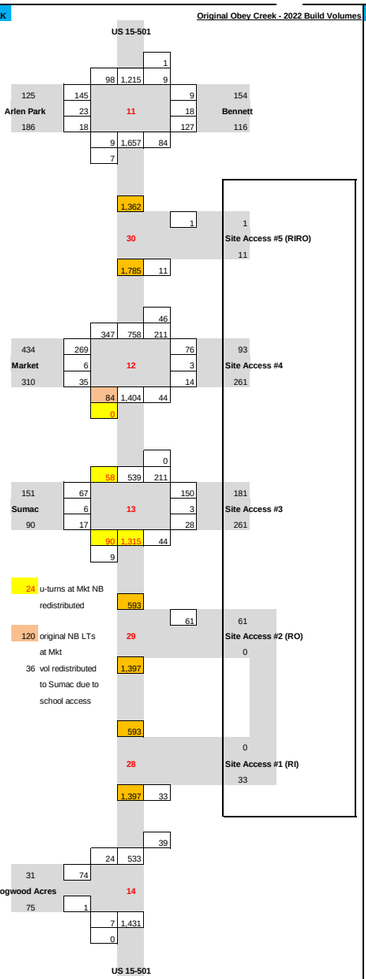
5.PASS-BY TRIPS	ITE Code	Size	Unit	24 Hour Volumes			AM Peak Hour Trips			Noon Peak Hour Trips			PM Peak Hour Trips		
				Enter	Exit	Total	Enter	Exit	Total	Enter	Exit	Total	Enter	Exit	Total
Pass-By Trip Rates - Shopping Center	820	71.8	1000 SF	17%	17%	17%	0%	0%	0%	34%	34%	34%	34%	34%	34%
Pass-By Trips				405	405	811	0	0	0	40	38	78	53	62	115
Adjusted Pass-By Trips				405	405	811	0	0	0	39	39	78	57	57	115
TOTAL				**405**	**405**	**811**	**0**	**0**	**0**	**39**	**39**	**78**	**57**	**57**	**115**

TOTAL NEW EXTERNAL VEHICLE TRIPS ADDED TO ADJACENT STREETS	24 Hour Volumes			AM Peak Hour Trips			Noon Peak Hour Trips			PM Peak Hour Trips		
	Enter	Exit	Total	Enter	Exit	Total	Enter	Exit	Total	Enter	Exit	Total
	2,741	**2,741**	**5,481**	**195**	**87**	**282**	**144**	**136**	**280**	**151**	**249**	**399**
Park & Ride Net Trip Generation Reduction	594	594	1,188	147	39	186	24	21	44	42	124	166
Net Total External Vehicle Trips Added to Adjacent Streets	**2,147**	**2,147**	**4,293**	**48**	**48**	**96**	**120**	**115**	**236**	**109**	**125**	**233**

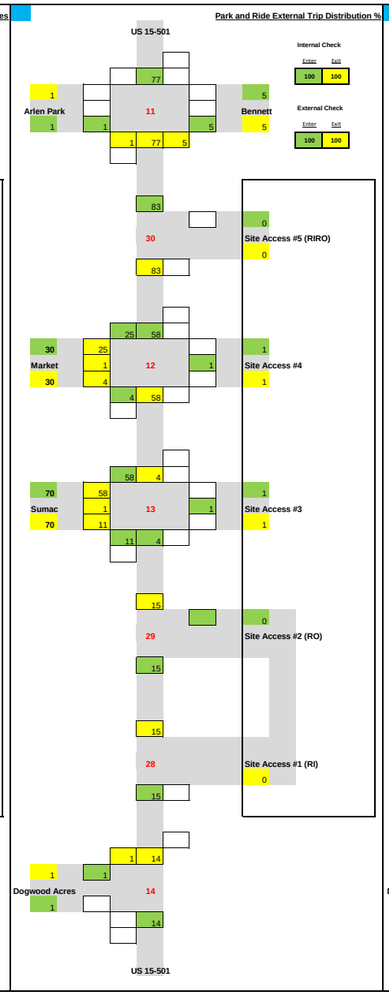
Appendix B – 2022 Traffic Volume Development

AM PEAK

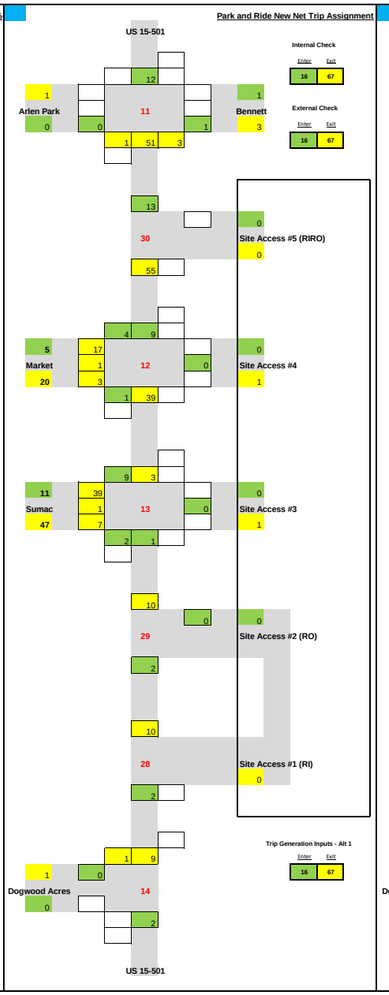
Original Obey Creek - 2022 Build Volumes



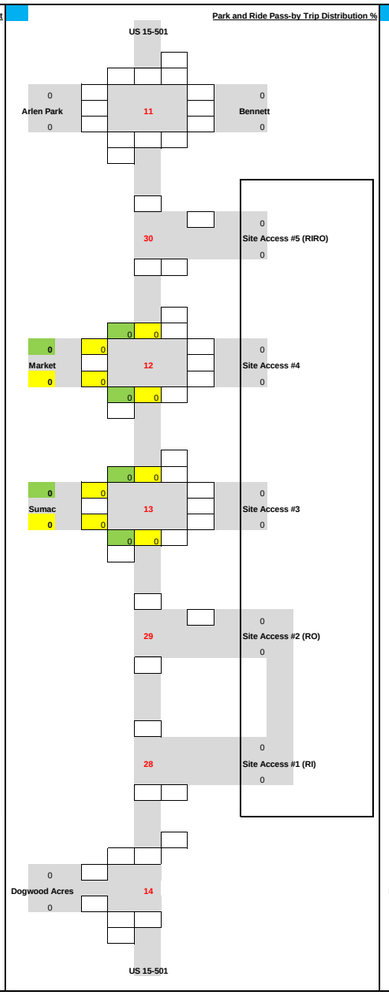
Park and Ride External Trip Distribution %



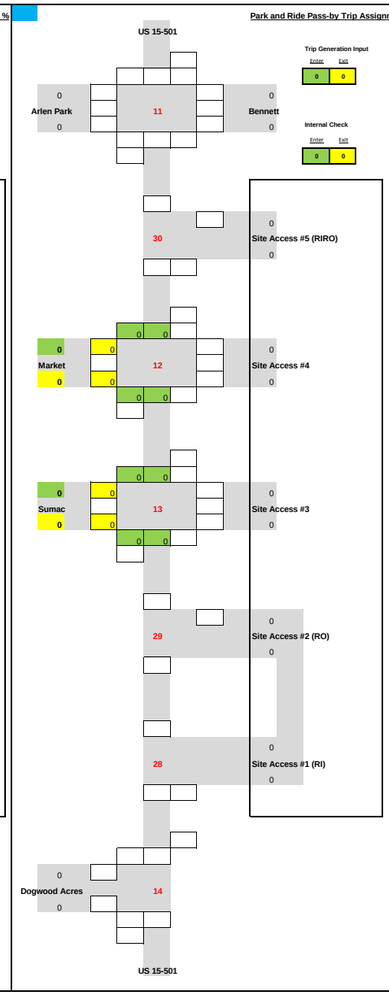
Park and Ride New Net Trip Assignment



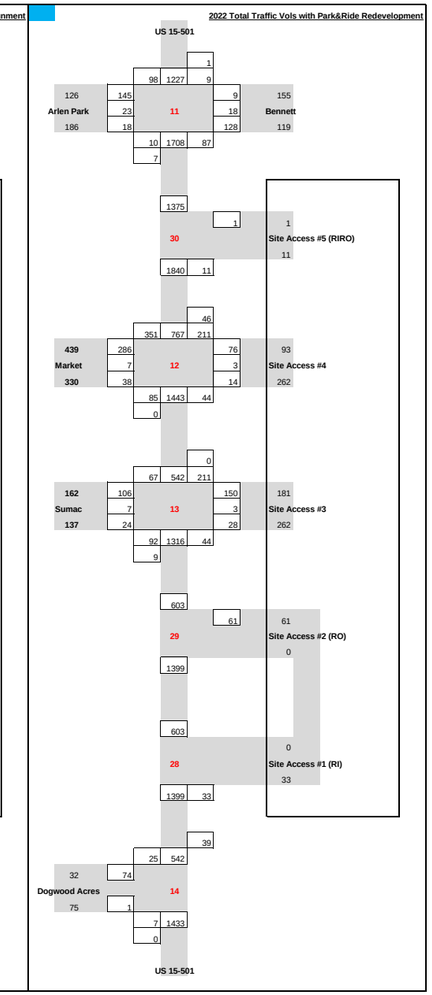
Park and Ride Pass-by Trip Distribution %



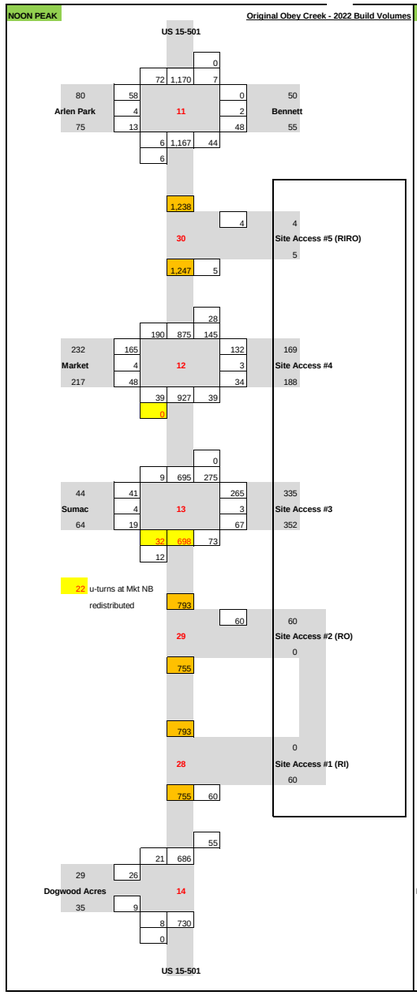
Park and Ride Pass-by Trip Assignment

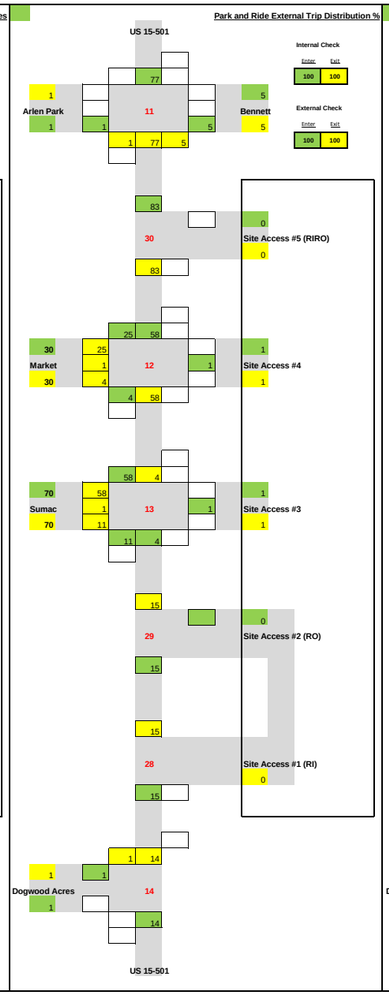


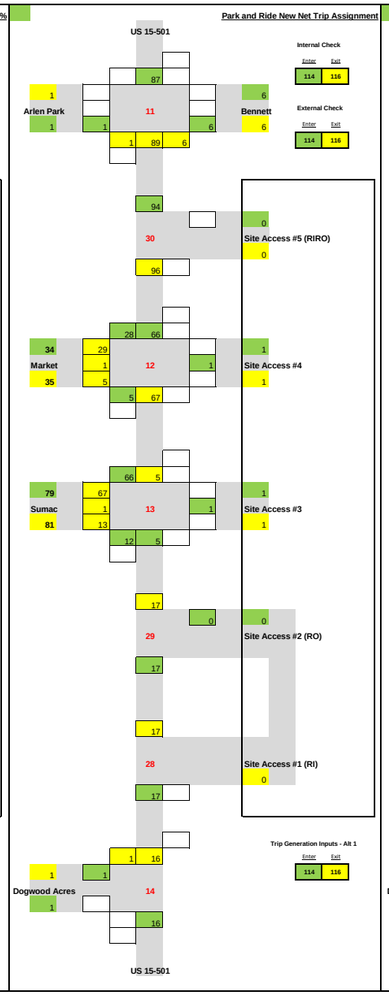
2022 Total Traffic Vols with Park&Ride Redevelopment

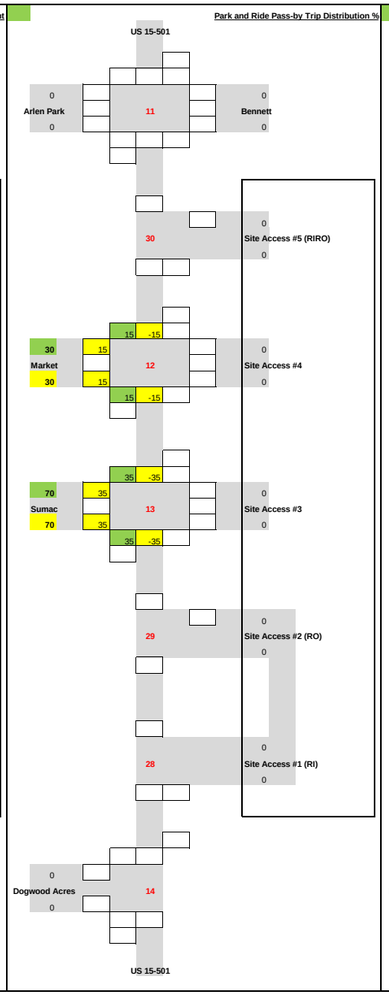


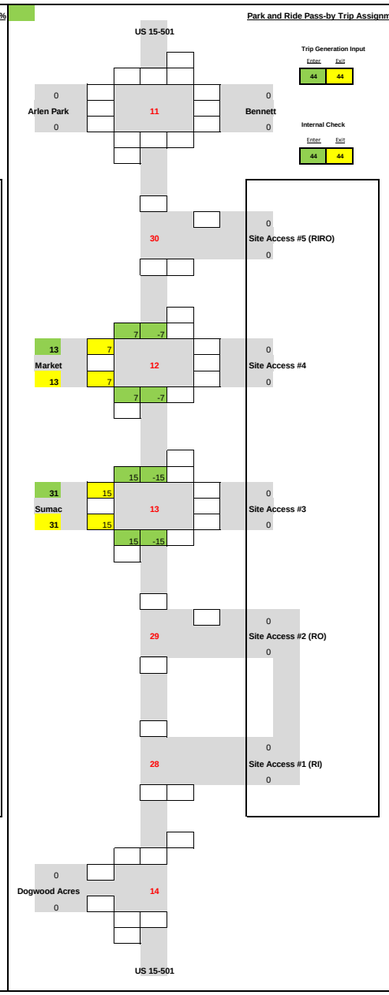
NOON PEAK

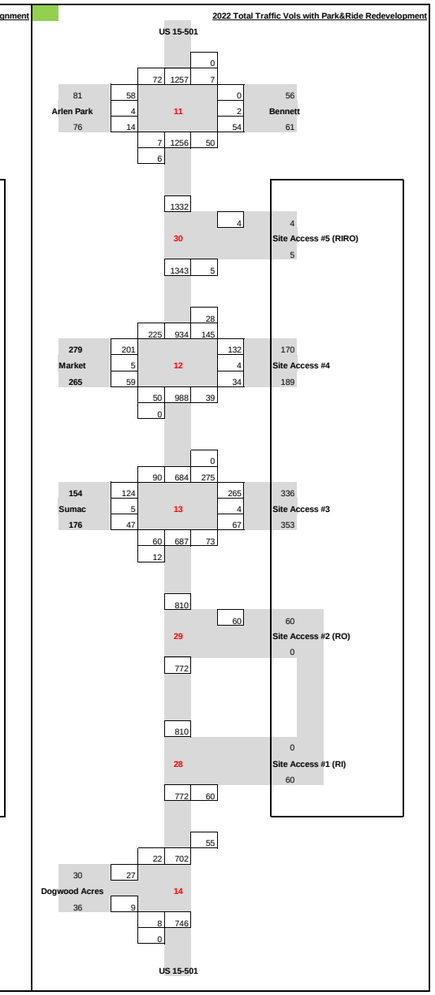

Original Obey Creek - 2022 Build Volumes
US 15-501
Arlen Park
Bennett
Market
Sumac
Dogwood Acres
Site Access #5 (RIRO)
Site Access #4
Site Access #3
Site Access #2 (RO)
Site Access #1 (RI)
22 u-turns at Mkt NB redistributed


Park and Ride External Trip Distribution %
US 15-501
Internal Check
Enter Exit
100 100
External Check
Enter Exit
100 100
Arlen Park
Bennett
Market
Sumac
Dogwood Acres
Site Access #5 (RIRO)
Site Access #4
Site Access #3
Site Access #2 (RO)
Site Access #1 (RI)


Park and Ride New Net Trip Assignment
US 15-501
Internal Check
Enter Exit
114 116
External Check
Enter Exit
114 116
Arlen Park
Bennett
Market
Sumac
Dogwood Acres
Site Access #5 (RIRO)
Site Access #4
Site Access #3
Site Access #2 (RO)
Site Access #1 (RI)
Trip Generation Inputs - Alt 1
Enter Exit
114 116

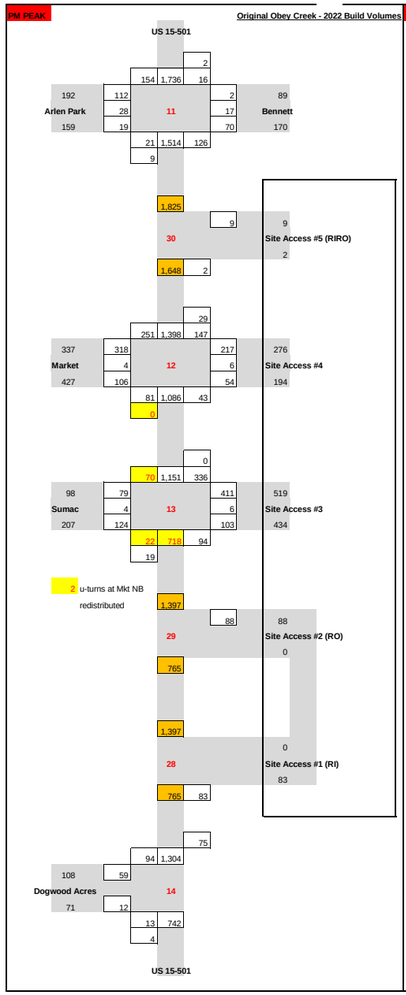

Park and Ride Pass-by Trip Distribution %
US 15-501
Arlen Park
Bennett
Market
Sumac
Dogwood Acres
Site Access #5 (RIRO)
Site Access #4
Site Access #3
Site Access #2 (RO)
Site Access #1 (RI)


Park and Ride Pass-by Trip Assignment
US 15-501
Trip Generation Input
Enter Exit
44 44
Internal Check
Enter Exit
44 44
Arlen Park
Bennett
Market
Sumac
Dogwood Acres
Site Access #5 (RIRO)
Site Access #4
Site Access #3
Site Access #2 (RO)
Site Access #1 (RI)

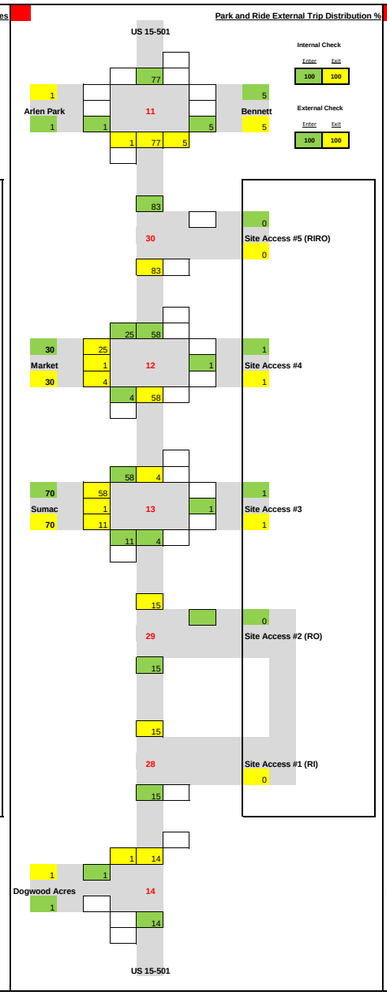

2022 Total Traffic Vols with Park&Ride Redevelopment
US 15-501
Arlen Park
Bennett
Market
Sumac
Dogwood Acres
Site Access #5 (RIRO)
Site Access #4
Site Access #3
Site Access #2 (RO)
Site Access #1 (RI)

PM PEAK

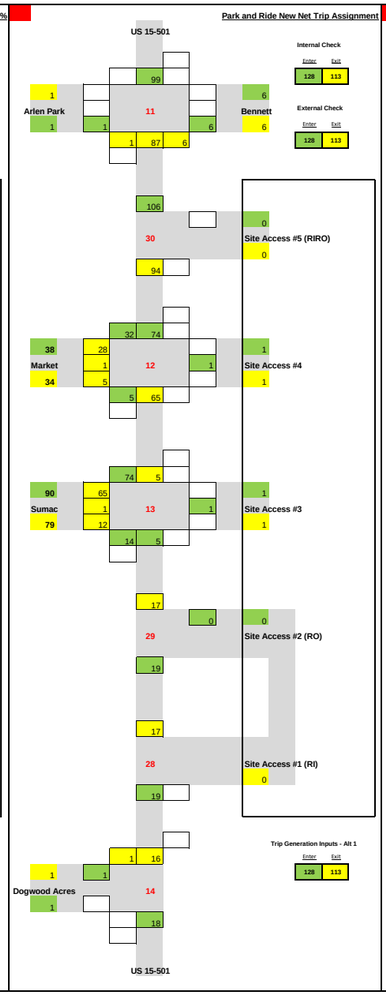
Original Obey Creek - 2022 Build Volumes



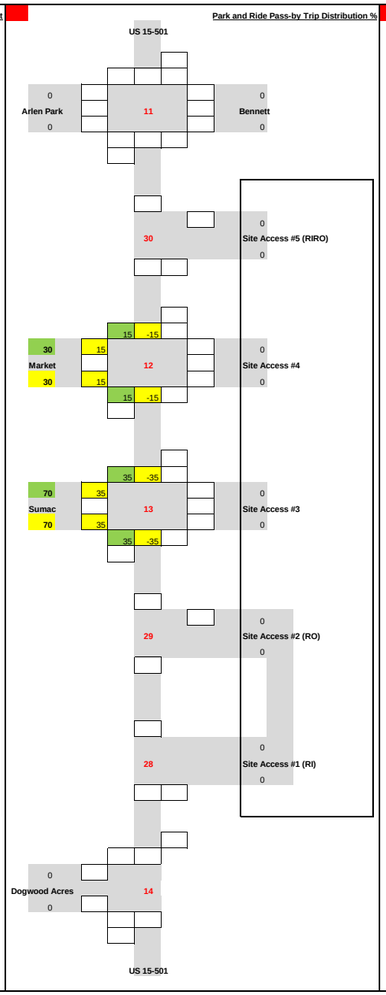
Park and Ride External Trip Distribution %



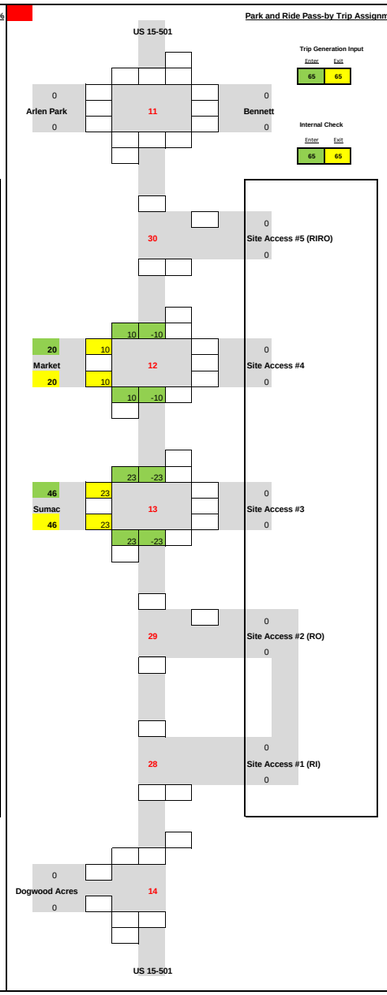
Park and Ride New Net Trip Assignment



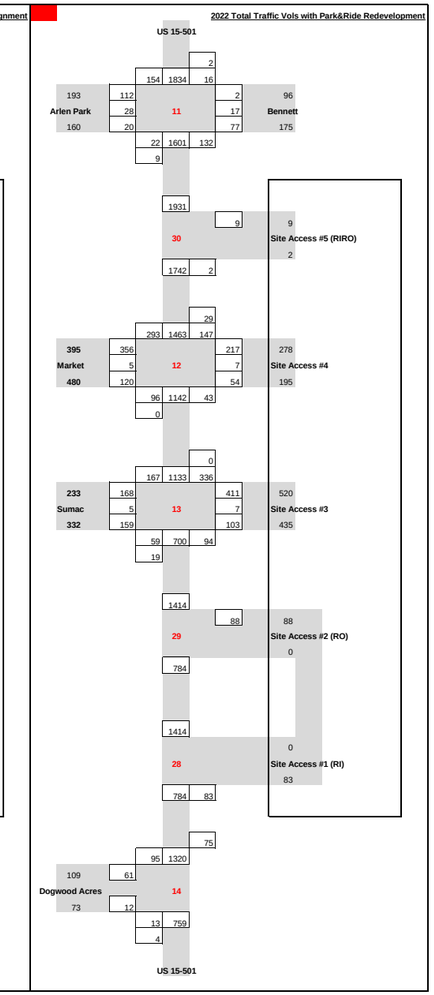
Park and Ride Pass-by Trip Distribution %



Park and Ride Pass-by Trip Assignment



2022 Total Traffic Vols with Park&Ride Redevelopment



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

PAT McCRORY
GOVERNOR

ANTHONY J.TATA
SECRETARY

May 25, 2015

ORANGE COUNTY

Kumar Nepalli
Traffic Engineering Program Manager
Town of Chapel Hill
405 Martin Luther King Jr. Blvd.
Chapel Hill, NC 27514

Subject: Proposed Obey Creek Mixed-Use Development and Southern Village Park and Ride Re-Development Located on US 15-501 South

- Request for Signalized All-Movement Median Crossover on US 15-501 at the intersection of Sumac Road/Proposed Obey Creek Development Access

- Determination of Alternate Westbound Ramp Improvements at the NC 86 and NC 54 Interchange

Dear Mr. Nepalli,

In reference to your May 6, 2015 request, NCDOT District and Transportation Mobility and Safety Division staff have reviewed the Technical Memorandum prepared by HNTB as well as the preliminary site plans for the above mentioned proposed developments.

In consideration of your stated interest in multiple direct interconnections between the two communities, enhanced and more direct pedestrian and transit accommodation, improved accommodation of left turn, U-turn and site traffic demands at the signalized intersections, acceptable level of service on US 15-501 in the design year and in consideration of previously negotiated geometric, access, and traffic control configurations, the proposed signalized, all-movement median crossover is hereby authorized subject to the conditions listed below.

P.O. Box 766 Graham, N.C. 27253 Telephone (336)-570-6833

Required Road Improvements by the Applicant:

As a condition of the pending driveway permit, the applicant shall construct the listed improvements to accommodate the revised access.

US-15-501 and Market Street/Proposed Obey Creek Access Intersection

- Construction of dual exclusive southbound left turn lanes, each with 300' of full storage and appropriate tapers on US 15-501.
- Construction of a second exclusive eastbound left turn lane with 225' of full storage and appropriate tapers on existing Market Street
- Provision of a minimum 250' protected internal stem length prohibiting parking and left turn maneuvers on existing Market Street and appropriate internal intersection configurations to avoid adverse impact to US 15-501.
- Closure or relocation of the proposed frontage street connection to beyond the limits of the protected internal stem length on existing Market Street.
- Construction of an exclusive northbound right turn lane with 300' of full storage and appropriate deceleration taper on US 15-501.
- Construction of dual ingress lanes and three egress lanes consisting of an exclusive left turn lane, an exclusive through lane, and an exclusive right turn lane, each with 300' of full storage on the Obey Creek site access.
- Provision of a minimum 300' protected internal driveway stem length prohibiting all turning and parking maneuvers on the Obey Creek site access and appropriate internal intersection configuration to avoid adverse impact to US 15-501.
- Modification of existing traffic signal to accommodate the new intersection geometry with consideration of appropriate timing plans to maximize efficiency in both peak and off-peak periods with preferential signal timing and progression provided to US 15-501.

US 15-501 and Sumac Road/Obey Creek Access Intersection:

- Construct dual exclusive southbound left turn lanes, each with 375' of full storage and appropriate tapers on US 15-501
- Construct an exclusive northbound left turn lane with 400' of full storage and appropriate tapers on US 15-501.

- Construct and exclusive northbound right turn lane with 300' of full storage and appropriate deceleration taper on US 15-501

- Provide a single ingress lane and three egress lanes consisting of an exclusive left turn lane, an exclusive through lane, and an exclusive right turn lane, each with 250' of full storage on existing Sumac Road

- Provision of a minimum 250' protected internal driveway stem length prohibiting all turning and parking maneuvers on existing Sumac Road and appropriate internal intersection configuration to avoid adverse impact to US 15-501.

- Closure or relocation of the proposed frontage street connection beyond the limits of the internal protected stem on existing Sumac Road.

- Provide dual ingress lanes and three egress lanes consisting of an exclusive left turn lane, an exclusive through lane, and an exclusive right turn lane, each with 300' of full storage on the proposed Obey Creek Access

- Provision of a minimum of 300' of protected internal driveway stem length prohibiting all turning and parking maneuvers on the proposed Obey Creek Access

- Closure or relocation of the proposed frontage road connection beyond the limits of the internal protected stem.

- Construct new traffic signal to accommodate the new intersection geometry with consideration of appropriate timing plans to maximize efficiency in both peak and off-peak periods with preferential signal timing and progression provided to US 15-501.

Right of Way Dedication/Reservation by the Applicant:

The Department's consultant, Stantec, has recently completed a corridor traffic analysis report for US 15-501 from NC 54 to US 64. The purpose of the study was to evaluate the existing (2013) and future year (2040) operations in regards to the corridor's ability to accommodate anticipated future growth. The study evaluated both "superstreet" and improved traditional intersections. The study identified that, in the 2040 scenario, "superstreets" provided the best operation for both the main-line as well as side streets, but also indicated that main-line operation in the subject area could be expected to operate acceptably using traditional intersections with the addition of a third through lane on US 15-501 in both directions. In order to accommodate the identified improvements directly attributable to site traffic impacts and to provide for the anticipated future improvement necessary for acceptable operation in the long range planning period, the applicant shall:

- Dedicate any needed right of way to accommodate required road improvements listed above and also adjust site plan to reserve sufficient right of way along the project frontages to accommodate a future third through lane on both directions of US 15-501.

Alternative Improvements NC 86 (Columbia Street)/NC 54 (Fordham Blvd.) Interchange:

Upon further evaluation by the development team members, construction of the westbound loop ramp as recommended in the HNTB traffic analysis has been determined to be beyond the ability of the applicant due to identified substantial potential impacts to adjacent properties and right of way needs beyond his control. As such the loop project is best pursued through the State Transportation Improvement Program (STIP) process. Based on information provided in the HNTB traffic analysis, the development team members have identified extension of turn lane storage on the existing westbound off ramp as a feasible and reasonable alternative to address identified traffic queuing and operation issues in the short term.

- As a condition of the pending driveway permit, the applicant shall extend the existing dual left turn lane storage along the full extent of the existing westbound off ramp to accommodate queue lengths identified in the 2022 build scenario of the traffic study.

Previous Requirements and Conditions:

All other requirements and conditions included in my previous correspondence dated September 26, 2014 and listed below for ease of reference remain unchanged and applicable.

Proposed US-15-501 and Site Access #1 Intersection:

NCDOT concurs with the study recommendations to eliminate this access due to proximity to the Dogwood Acres Drive signalized intersection.

Proposed US-15-501 and Site Access #2 Intersection:

NCDOT is agreeable to connection of the proposed restricted right-in/right-out access subject to:

- Construction of an exclusive northbound right turn lane with 150' of full storage and appropriate deceleration taper on US 15-501.

- Construction of a single ingress lane and a single right turn-only egress lane with a minimum of 100' of full storage on the site access.

- Provision of a minimum of 150' of protected internal driveway stem length prohibiting all turning and parking maneuvers on the site access.

- Closure or relocation of the proposed frontage road connection beyond the limits of the internal protected stem.

Proposed US 15-501 and Site Access #5 Intersection:

NCDOT is agreeable to the proposed connection subject to:

- Construction of an exclusive northbound right turn lane with 150' of full storage and appropriate deceleration taper on US 15-501.

- Construction of a single ingress lane and a single right turn-only egress lane with minimum of 100'full storage on the site access.

- Provision of a minimum 100' protected internal driveway stem length prohibiting all turning and parking maneuvers on the site access.

US 15-501 and Culbreth Road/Mt. Carmel Church Road Intersection:

In consideration of existing geometric and right of way constraints at this location, NCDOT concurs with the TIA recommendation to reconfigure the westbound Mount Carmel Church Road approach to provide dual exclusive right turn lanes and a combination through/left turn lane and optimize signal timing as a feasible approach to enhance existing operation and mitigate anticipated impacts of site traffic at this intersection.

- As a condition of the pending driveway permit, the applicant shall reconfigure the intersection geometry as recommended and modify and optimize existing signal as needed to accommodate the new configuration.

Internal Intersections and Circulation:

The study and conceptual site plan do not provide detailed information or analysis of internal traffic circulation and intersection operation. Additional site plan detail and evaluation is necessary to ensure appropriate internal circulation so as to avoid unacceptable operational and safety impacts on the adjacent road network.

Multi-modal Enhancements:

The Obey Creek study indicates that the site is expected to generate approximately 2565 daily transit trips and 259 daily bicycle/pedestrian trips. The concept plan indicates a

proposed pedestrian overpass spanning US-15-501. No additional detail for the bridge or other multi-modal infrastructure is provided.

NCDOT is agreeable to installation of appropriate multi-modal infrastructure deemed to be necessary for this development. Though the TIA does not provide specific recommendations, any stipulated multi-modal enhancements including but not limited to sidewalk, bike lanes, bus pull offs, lighting, landscaping etc. on State maintained routes are subject to NCDOT design and encroachment requirements.
Installation of the proposed pedestrian overpass is subject to the requirements of North Carolina General Statute 136-18(37).

Cross-Access Connectivity:

Provision of cross access with the adjacent properties is encouraged to accommodate internal connectivity and improve distribution of existing and future traffic volumes on the adjacent public road network. There appear to be opportunities for future connections to the site backage road to properties to the north, south and east.

General Requirements:

It is necessary to obtain an approved driveway permit and/or encroachment agreement(s) prior to performing work on the NCDOT right of way. As a condition of the permit, the permitee shall be responsible for design and construction of the above stipulated improvements in accordance with NCDOT requirements. An approved permit will be issued upon receipt of approved roadway and signal construction plans, inspection fee, and any necessary performance and indemnity bonds.

The applicant shall dedicate any additional right of way necessary to accommodate the required road improvements or future improvements as stipulated.

Intersection radii and geometry shall be designed to accommodate turning movements of the largest anticipated vehicle.

All pavement markings shall be long life thermoplastic. Pavement markers shall be installed if they previously existed on the roadway.

The permitee shall be responsible for the installation and relocation of any additional highway signs that may be necessary due to these improvements and shall comply with the requirements of the MUTCD.

Feel free to contact me if you have any questions.

Sincerely,

C. N. Edwards Jr., PE
District Engineer

Cc: J. M. Mills, PE, Division Engineer
J. K. Lacy, PE, CPM, Director- Transportation Mobility and Safety Division
T. M. Hopkins, PE
G. W. Mumford, PE
A. D. Wyatt, PE, PTOE
B. C. Thomas, PE
Dawn Mcpherson
Ed Lewis, PE,
Doumit Ishak, PE
Derrick Lewis, PE
Craig Scheffler, PE, HNTB
Ben Perry, East-West Partners Management Co.
Earl Llewellyn, PE, Kimley- Horn

TOWN OF CHAPEL HILL
Public Works Department

6850 Millhouse Road
Chapel Hill, NC 27516-8173

phone (919) 969-5100 *fax* (919) 969-2003
www.townofchapelhill.org

TO: Chuck Edwards, NCDOT Division 7 District Engineer

FROM: Kumar Neppalli, Traffic Engineering Manager

SUBJECT: Obey Creek Development Improvements – US 15-501

DATE: June 3, 2015

Please find below the Town staff's responses to NCDOT's recommended roadway stipulations listed in a letter dated May 25, 2015.

I appreciate your willingness to provide a written response by email prior to the Public Hearing on June 8, 2015.

Please let me know if you need additional information.

US-15-501 and Market Street/Proposed Obey Creek Access Intersection

- Construction of dual exclusive southbound left turn lanes, each with 300' of full storage and appropriate tapers on US 15-501.

  Response: Obey Creek Applicant can accommodate this roadway stipulation, and would like to revisit and analyze the necessity of the second turn lane at the time of driveway permit application.

- Construction of a second exclusive eastbound left turn lane with 225' of full storage and appropriate tapers on existing Market Street

  Response: We believe that the Obey Creek Applicant is not responsible for this roadway stipulation. Initial investigation revealed that the existing ROW is not enough to accommodate this stipulation and the Town requests that NCDOT consider removing this condition. Town will work with NCDOT to look other measures as the Park and Ride Lot development occurs.

- Provision of a minimum 250' protected internal stem length prohibiting parking and left turn maneuvers on existing Market Street and appropriate internal intersection configurations to avoid adverse impact to US 15-501.

  Response: Town will work with NCDOT to implement this measure if feasible and as Park/Ride Lot development occurs.

- Closure or relocation of the proposed frontage street connection to beyond the limits of the protected internal stem length on existing Market Street.

  Response: Town will work with NCDOT to implement this measure if feasible and as Park/Ride Lot development expansion occurs.

- Construction of an exclusive northbound right turn lane with 300' of full storage and appropriate deceleration taper on US 15-501.

  Response: Obey Creek Applicant agreed to construct this roadway stipulation.

  Construction of dual ingress lanes and three egress lanes consisting of an exclusive left turn lane, an exclusive through lane, and an exclusive right turn lane, each with 300' of full storage on the Obey Creek site access.

  Response: Obey Creek Applicant agreed to construct this roadway stipulation with the exception of 300' of full storage on the Obey Creek site access. Obey Creek Developer and NCDOT agreed to review the internal storage requirement.

- Provision of a minimum 300' protected internal driveway stem length prohibiting all turning and parking maneuvers on the Obey Creek site access and appropriate internal intersection configuration to avoid adverse impact to US 15-501.

  Response: Obey Creek Developer and NCDOT agreed to review the internal storage requirement and protected stem design configurations.

- Modification of existing traffic signal to accommodate the new intersection geometry with consideration of appropriate timing plans to maximize efficiency in both peak and off peak periods with preferential signal timing and progression provided to US 15-501.

  Response: Obey Creek Applicant agreed to this stipulation.

US 15-501 and Sumac Road/Obey Creek Access Intersection:

- Construct dual exclusive southbound left turn lanes, each with 375' of full storage and appropriate tapers on US 15-501

  Response: Obey Creek Applicant can accommodate this roadway stipulation, and would like to revisit and analyze the necessity of the second turn lane at the time of driveway permit application.

- Construct an exclusive northbound left turn lane with 400' of full storage and appropriate tapers on US 15-501.

  Response: Obey Creek Applicant agreed to construct this roadway stipulation.

- Construct and exclusive northbound right turn lane with 300' of full storage and appropriate deceleration taper on US 15-501

Response: Obey Creek Applicant agreed to construct this roadway stipulation.

Provide a single ingress lane and three egress lanes consisting of an exclusive left turn lane, an exclusive through lane, and an exclusive right turn lane, each with 250' of full storage on existing Sumac Road.

Response: Town agreed to consider this stipulation and discuss with NCDOT as the Park and Ride Lot development expansion occurs.

- Provision of a minimum 250' protected internal driveway stem length prohibiting all turning and parking maneuvers on existing Sumac Road and appropriate internal intersection configuration to avoid adverse impact to US 15-501.

  Response: Town and NCDOT agreed to review this stipulation as the Park and Ride Lot development expansion occurs.

- Closure or relocation of the proposed frontage street connection beyond the limits of the internal protected stem on existing Sumac Road.

  Response: Town and NCDOT agreed to review this stipulation as the Park and Ride Lot development expansion occurs.

- Provide dual ingress lanes and three egress lanes consisting of an exclusive left turn lane, an exclusive through lane, and an exclusive right turn lane, each with 300' of full storage on the proposed Obey Creek Access.

  Response: Obey Creek Applicant agreed to construct this roadway stipulation. Obey Creek Developer and NCDOT agreed to review the internal storage requirement.

- Provision of a minimum of 300' of protected internal driveway stem length prohibiting all turning and parking maneuvers on the proposed Obey Creek Access.

  Response: Obey Creek Developer and NCDOT agreed to review the internal storage requirement and protected stem design configurations.

- Closure or relocation of the proposed frontage road connection beyond the limits of the internal protected stem.

  Response: Obey Creek Applicant can accommodate this roadway stipulation, and would like to revisit and further analyze the design of the frontage road at the time of driveway permit application.

- Construct new traffic signal to accom1nodate the new intersection geometry with consideration of appropriate timing plans to maximize efficiency in both peak and off-peak periods with preferential signal timing and progression provided to US 15-501.

  Response: Obey Creek Applicant agreed to this stipulation.

Dedication/Reservation by the Applicant:

The Department's consultant, Stantec, has recently completed a corridor traffic analysis repo1i for US 15-501 from NC 54 to US 64. The purpose of the study was to evaluate the existing (2013) and future year (2040) operations in regards to the corridor's ability to acco1nmodate anticipated future growth. The study evaluated both "superstreet" and improved traditional intersections. The study identified that, in the 2040 scenario, "superstreets" provided the best operation for both the main-line as well as side streets, but also indicated that main-line operation in the subject area could be expected to operate acceptably using traditional intersections with the addition of a third through lane on US 15-501 in both directions. In order to accommodate the identified improvements directly attributable to site traffic impacts and to provide for the anticipated future improvement necessary for acceptable operation in the long range planning period, the applicant shall:

- Dedicate any needed right of way to accommodate required road improvements listed above and also adjust site plan to reserve sufficient right of way along the project frontages to accommodate a future third through lane on both directions of US 15-501.

  Response: Obey Creek Applicant agreed to reserve sufficient width along its property frontage to accommodate an additional future through lane. NCDOT has acknowledged that the requirement for dedicated right turn lanes into the Obey Creek would not be required if the additional through lanes are added in the future. The Town and/or other developer will work with NCDOT to reserve/dedicate the ROW required on west side of US 15-501 as future development occurs.

Alternative Improvements NC 86 (Columbia Street)/NC 54 (Fordham Blvd.) Interchange:

Upon further evaluation by the development team members, construction of the westbound loop ramp as recommended in the HNTB traffic analysis has been determined to be beyond the ability of the applicant due to identified substantial potential impacts to adjacent properties and right of way needs beyond his control. As such the loop project is best pursued through the State Transportation Improvement Program (STIP) process. Based on information provided in the HNTB traffic analysis, the development team me1nbers have identified extension of turn lane storage on the existing westbound off ramp as a feasible and reasonable alternative to address identified traffic queuing and operation issues in the short term.

- As a condition of the pending driveway permit, the applicant shall extend the existing dual left turn lane storage along the full extent of the existing westbound off ramp to accommodate queue lengths identified in the 2022 build scenario of the traffic study.

  Response: The Town will extend the existing pavement markings to extend the queue length of the left turn lanes as feasible within the existing pavement. The Town staff will coordinate this work with NCDOT and we would like to complete this work in July, 2015. The draft TIP 2016-2025 included several improvements to the westbound ramp (U-5304-D/E) and the improvements are scheduled to be constructed in 2023. The Town and NCDOT will work at the June 16th project scoping meeting to finalize further details on this TIP project.

Previous Requirements and Conditions:

All other requirements and conditions included in my previous correspondence dated September 26, 2014 and listed below for ease of reference remain unchanged and applicable.

Proposed US-15-501 and Site Access #1 Intersection:

NCDOT concurs with the study recommendations to eliminate this access due to proximity to the Dogwood Acres Drive signalized intersection.

Response: Obey Creek Applicant agreed to this stipulation.

Proposed US-15-501 and Site Access #2 Intersection:

NCDOT is agreeable to connection of the proposed restricted right-in/right-out access subject to:

- Construction of an exclusive northbound right turn lane with 150' of full storage and appropriate deceleration taper on US 15-501.

  Response: Obey Creek Applicant agreed to this stipulation.

- Construction of a single ingress lane and a single right turn-only egress lane with a minimum of 100' of full storage on the site access.

  Response: Obey Creek Applicant agreed to this stipulation.

- Provision of a minimum of 150' of protected internal driveway stem length prohibiting all turning and parking maneuvers on the site access.

  Response: Obey Creek Applicant can accommodate this stipulation, and would like to revisit and further analyze the design of the frontage road at the time of driveway permit application.

- Closure or relocation of the proposed frontage road connection beyond the limits of the internal protected stem.

- Response: Obey Creek Applicant can accommodate this stipulation, and would like to revisit and further analyze the design of the stem length at the time of driveway permit application.

Proposed US 15-501 and Site Access #5 Intersection:

NCDOT is agreeable to the proposed connection subject to:

- Construction of an exclusive northbound right turn lane with 150' of full storage and appropriate deceleration taper on US 15-501.

Response: Obey Creek Applicant agreed to this stipulation.

- Construction of a single ingress lane and a single right turn-only egress lane with minimum of 1OO' full storage on the site access.

  Response: Obey Creek Applicant agreed to this stipulation.

- Provision of a minimum 100' protected internal driveway stem length prohibiting all turning and parking maneuvers on the site access.

  Response: Obey Creek Applicant can accommodate this stipulation, and would like to revisit and further analyze the design of the stem length at the time of driveway permit application.

US 15-501 and Culbreth Road/Mt. Carmel Church Road Intersection:

In consideration of existing geometric and right of way constraints at this location, NCDOT concurs with the TIA recommendation to reconfigure the westbound Mount Carmel Church Road approach to provide dual exclusive right turn lanes and a combination through/left turn lane and optimize signal timing as a feasible approach to enhance existing operation and mitigate anticipated impacts of site traffic at this intersection.

As a condition of the pending driveway permit, the applicant shall reconfigure the intersection geometry as recommended and modify and optimize existing signal as needed to accommodate the new configuration.

Response: Obey Creek Applicant agreed to this stipulation.

TOWN OF CHAPEL HILL
NORTH CAROLINA

MEMORANDUM

Meeting Date: 06/08/2015
AGENDA #17

TO: Roger L. Stancil, Town Manager

FROM: Mary Jane Nirdlinger, Planning and Sustainability
John Richardson, Planning Manager for Sustainability
Megan Wooley Ousdahl, Community Sustainability Planner

SUBJECT: Consider Authorization of Land Exchange at Obey Creek

Recommended Council Action

- That the Council adopt Resolution A authorizing an exchange of Town-owned property within the Obey Creek site for the Wilson Creek Preserve property owned by Obey Creek Ventures, LLC.

Context with Key Issues

- The Council is currently in negotiations with the applicant (East West Partners) to draft a development agreement which, if approved, would govern and regulate development on the western 44-acre portion of the Obey Creek site. Obey Creek is a proposed mixed-use development located along US 15-501 South across from Southern Village.
- The Town of Chapel Hill owns a narrow triangle parcel of land between Wilson Creek and US Highway 15-501, consisting of approximately one half acre, as shown in Attachment 2. This parcel is needed by Obey Creek Ventures, LLC for the private development proposed in the Obey Creek Development Agreement.
- Obey Creek Ventures, LLC proposes, as part of the Agreement and in consideration of the Town's transferring its interest in the triangular parcel of land, to transfer to the Town fee simple interest in land it owns on the east side of Obey Creek and Wilson Creek which is called the "Wilson Creek Preserve" and totals approximately 85 acres; see Attachment 3.

Explanation of Recommendation

- If the Council adopts Resolution A, the Town would exchange the triangular parcel for ownership of 85-acre Wilson Creek Preserve.
- We believe that the Wilson Creek Preserve provides a greater recreation benefit to the Town of Chapel Hill than the portion of land to be exchanged.
- Furthermore, the additional benefits accrued to the Town through this exchange and the Obey Creek Development Agreement provide a substantial increase in overall benefits, including recreation, to the Town and its residents.
- The exchange also provides an increased benefit to surrounding property owners not in the Town, consistent with and in expansion of the original intent met through dedication of this property to the Town as recreation space when those subdivisions were approved.

Fiscal Note

- Based on property tax valuations and recent sales, the triangular parcel owned by the Town has an estimated value of $2.00 per square foot; therefore, the estimated value of the Town-owned triangular parcel that is 0.51 acres is $44,431.20.
- We believe that the exchange of land and other considerations negotiated in the Development Agreement are a fair and reasonable basis for the Town to transfer the triangular parcel to Obey Creek Ventures, LLC and that the Town is receiving full and fair consideration for its property.

Attachments

- Resolution A
- Map of Town-Owned Parcel under consideration
- Map of Wilson Creek Preserve

RESOLUTION A

A RESOLUTION APPROVING AND AUTHORIZING AN EXCHANGE OF REAL PROPERTY OWNED BY THE TOWN OF CHAPEL HILL FOR OTHER REAL PROPERTY AND CONSIDERATIONS IN CONNECTION WITH A DEVELOPMENT AGREEMENT BETWEEN THE TOWN OF CHAPEL HILL AND OBEY CREEK VENTURES, LLC (2015-06-08/R-13)

WHEREAS, the Council of the Town of Chapel Hill has approved and authorized the execution of a Development Agreement (the "Agreement") between the Town and Obey Creek Ventures, LLC; and

WHEREAS, the Agreement calls for the development of approximately 44 acres of land between U.S. Highway 15-501 South on the west and two creeks named Obey Creek and Wilson Creek on the east; and

WHEREAS, the Town of Chapel Hill owns a narrow triangle parcel of land between Wilson Creek and 15-501, consisting of approximately 22,215.6 square feet, or approximately one half acre, as shown in the attached Exhibit which is needed by Obey Creek Ventures, LLC for the private development proposed in the Agreement; and

WHEREAS, Obey Creek Ventures, LLC proposes, as part of the Agreement and in consideration of the Town's transferring its interest in said triangular parcel of land, to transfer to the Town fee simple interest in land it owns on the east side of Obey Creek and Wilson Creek totaling approximately 85 acres; and

WHEREAS, based on property tax valuations and recent sales, the property owned by the Town and the property owned by Obey Creek Ventures, LLC have an estimated value of $2.00 per square foot; and

WHEREAS, North Carolina General Statute Sec. 160A-271 authorizes the Town to exchange real property for other real property if the Town receives a full and fair consideration in exchange for its property; and

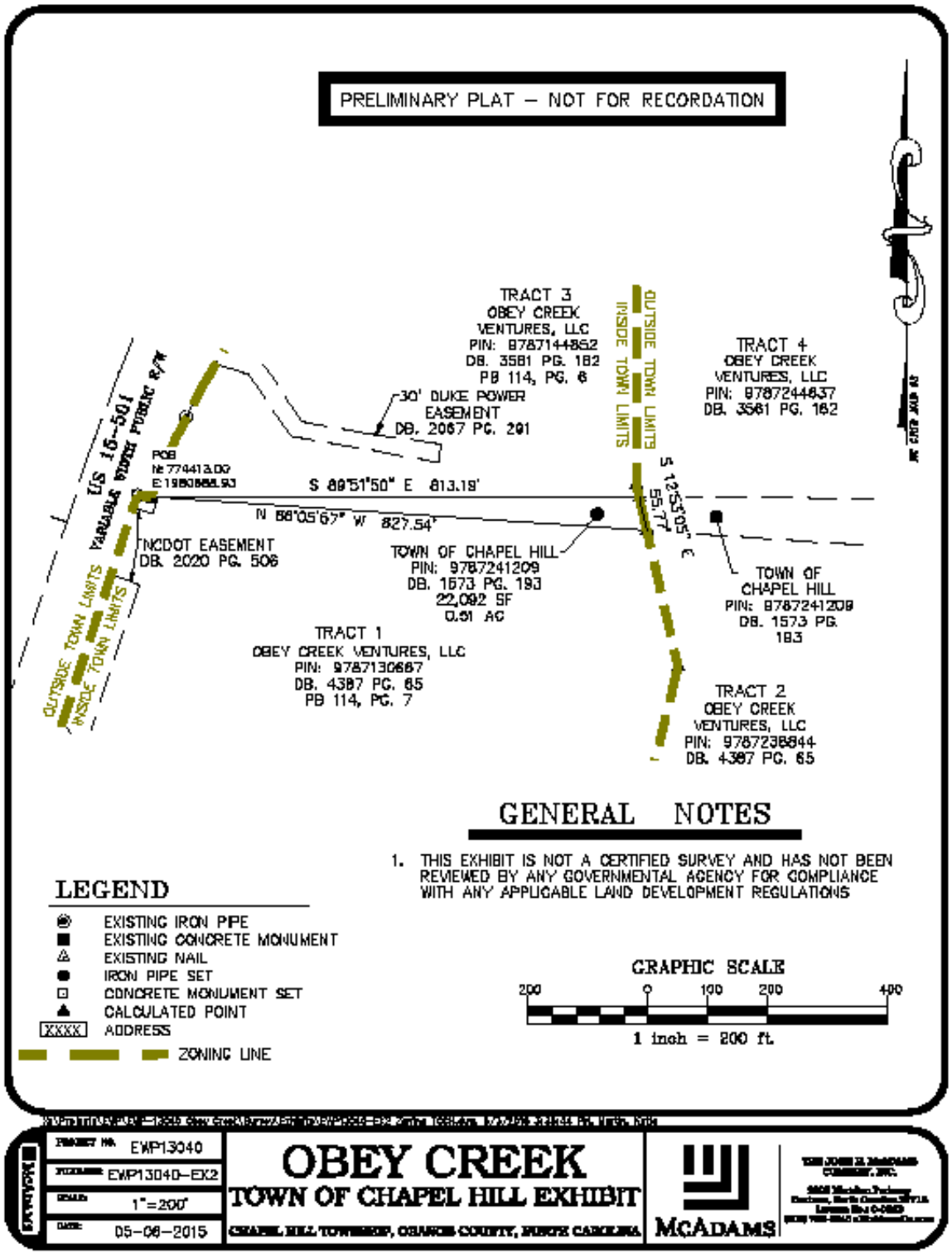
WHEREAS, the Council finds that the exchange of land and other considerations negotiated in the Agreement are a fair and reasonable basis for the Town to transfer said one half acre parcel to Obey Creek Ventures, LLC and further finds that the Town is receiving full and fair consideration for its property.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Town of Chapel Hill that the Council authorizes the exchange of said one half acre as shown in the attached Exhibit, for the land and other considerations provided to the Town from Obey Creek Ventures, LLC, pursuant to the approved Agreement and authorizes and directs the Town Manager to execute a deed and other necessary documentation to complete said transaction.

This the 8th day of June, 2015.

LEGAL DESCRIPTION: TOWN-OWNED PROPERTY

BEGINNING AT A CONCRETE MONUMENT ON THE EASTERN RIGHT OF WAY OF US 15-501, HAVING NC GRID COORDINATES N: 775,536.71, E: 1,981 ,607.20, THE POINT OF BEGINNING; THENCE SOUTH 89"51'50" EAST A DISTANCE OF 813.19 FEET TO A POINT; THENCE SOUTH 12"53'05" EAST A DISTANCE OF 55.77 FEET TO A POINT; THENCE NORTH 86"05'57" WEST A DISTANCE OF 827.54 FEET TO THE POINT OF BEGINNING, CONTAINING 0.51 ACRES.


PRELIMINARY PLAT – NOT FOR RECORDATION
TRACT 3
OBEY CREEK
VENTURES, LLC
PIN: 9787144852
DB. 3581 PG. 182
PB 114, PG. 6
TRACT 4
OBEY CREEK
VENTURES, LLC
PIN: 9787244637
DB. 3581 PG. 182
30' DUKE POWER
EASEMENT
DB. 2067 PG. 291
OUTSIDE TOWN LIMITS
INSIDE TOWN LIMITS
US 15-501
VARIABLE WIDTH PUBLIC R/W
POB
N: 774413.09
E: 1980868.93
S 89°51'50" E 813.19'
N 88°05'67" W 827.54'
S 12°53'05" E
55.77'
NCDOT EASEMENT
DB. 2020 PG. 506
TOWN OF CHAPEL HILL
PIN: 9787241209
DB. 1573 PG. 193
22,092 SF
0.51 AC
TOWN OF
CHAPEL HILL
PIN: 9787241209
DB. 1573 PG.
193
TRACT 1
OBEY CREEK VENTURES, LLC
PIN: 9787130667
DB. 4387 PG. 65
PB 114, PG. 7
TRACT 2
OBEY CREEK
VENTURES, LLC
PIN: 9787236844
DB. 4387 PG. 65
GENERAL NOTES
1. THIS EXHIBIT IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY ANY GOVERNMENTAL AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS
LEGEND
EXISTING IRON PIPE
EXISTING CONCRETE MONUMENT
EXISTING NAIL
IRON PIPE SET
CONCRETE MONUMENT SET
CALCULATED POINT
XXXX ADDRESS
ZONING LINE
GRAPHIC SCALE
200 0 100 200 400
1 inch = 200 ft.
PROJECT NO. EWP13040
FILENAME EWP13040-EX2
SCALE 1"=200'
DATE 05-06-2015
OBEY CREEK
TOWN OF CHAPEL HILL EXHIBIT
CHAPEL HILL TOWNSHIP, ORANGE COUNTY, NORTH CAROLINA
McADAMS

360

Zoning Boundary
42.44 acres

Development Area
34 acres +/-
DA-1

Wilson Creek

Wilson Creek

Wilson Creek Preserve
85 acres +/-
RL-D1

OBEY CREEK

Land Parcel Areas

0 150 300 450 FT

TOWN OF CHAPEL HILL
NORTH CAROLINA

MEMORANDUM

Meeting Date: 06/08/2015
AGENDA #18

TO: Roger L. Stancil, Town Manager

FROM: Sabrina Oliver Communications and Public Affairs Director/Town Clerk
Jennifer Phillips Community Participation Coordinator

SUBJECT: Appointments to the Community Design Commission

Recommended Council Action

- That the Council make appointments to the Community Design Commission

Context with Key Issues

- Council may make three (3) appointments to the Community Design Commission

Council Goal:

- Create A Place for Everyone
- Develop Good Places, New Spaces

Attachments

- Ballot
- Applications
- Recommendations

BALLOT

COMMUNITY DESIGN COMMISSION

JUNE 8 , 2015

Total Membership:	9	(1 Chapel Hill Historic District Resident and 8 Chapel Hill Residents)
Current Membership:	8	(5 Females, 3 Males; 8 Caucasians)
Number of Vacancies:	1	(1 Chapel Hill Historic District Resident; 2 Chapel Hill Residents Effective June 30, 2015)
Number of Applicants:	5	

APPLICANTS

Chapel Hill Historic District Resident
Please vote for up to 1 applicant.

_____ Duncan Lascelles

_____Other; please list: _____

Chapel Hill Resident
Please vote for up to 2 applicants.

_____Christine Berndt (Incumbent)

_____David Grange

_____Dixon Pitt (Incumbent)

_____Blaine Schmidt

____Other; please list: _____

_____
Council Member Signature

APPLICATION FOR MEMBERSHIP ON ADVISORY BOARD, COMMISSION, COMMITTEE OR TASK FORCE

Submit Date: Apr 20, 2015
Status: eligible

TOWN OF CHAPEL HILL

Profile

Christine
First Name

S.
Middle Initial

Berndt
Last Name

bberndt500@aol.com
Email Address

621 Rock Creek Road
Street Address

Suite or Apt

Chapel Hill
City

NC
State

27514
Postal Code

919-942-4560
Primary Phone

919-969-5054
Alternate Phone

Residency within the Town limits is required for membership on most Council advisory bodies. Memberships of some committees and task forces may be composed of up to forty percent of non-Town residents.

Chapel Hill Town limits (Purple)
What area do you live in?

Please consult the town maps **HERE** if you are unsure.

If you are a Chapel Hill Resident, How long have you lived here?

☒ Greater than 10 years

The Council encourages you to visit a meeting of the group that you are interested in serving on. Please choose no more than two groups from the list below to which you would like to apply.

Which Boards would you like to apply for?

Community Design Commission, Parks, Greenways and Recreation Commission

Community Design Commission
Which Board is your First Choice?

Question applies to Community Design Commission.

Chapel Hill Resident

Select a Seat Category for the Community Design Commission

Question applies to Parks, Greenways and Recreation Commission.

Chapel Hill Resident

Select a Seat Category for the Parks, Greenways and Recreation Commission

---

If you chose "Other" from the list above, please specify specify:

Select one of the following

- ☐ answer 1
- ☐ answer 2
- ☐ answer 3

Interests & Experiences

ETHICS GUIDELINES FOR TOWN ADVISORY BOARDS AND COMMISSIONS

Yes, if appointed, I pledge to comply with the following ethics guidelines for advisory boards and commissions as adopted by the Chapel Hill Town Council. (Other Council committees and OWASA are excluded.) Members of advisory boards and commissions shall not discuss, advocate, or vote on any matter in which they have a conflict of interest or an interest which reasonably might appear to be in conflict with the concept of fairness in dealing with public business. A conflict of interest or a potential conflict occurs if a member has a separate, private, or monetary interest, either direct or indirect, in any issue or transaction under consideration. Any member who violates this provision may be subject to removal from the board or commission. If the advisory board or commission member believes he/she has a conflict of interest then that member should ask the advisory board or commission to be recused from voting. The advisory board or commission should then vote on the question on whether or not to excuse the member making the request. In cases where the individual member or the advisory board or commission establishes a conflict of interest, then the advisory board or commission member shall remove themselves from the voting area. Any advisory board or commission member may seek the counsel of the Town Attorney on questions regarding the interpretation of these ethics guidelines or other conflict of interest matters. The interpretation may include a recommendation on whether or not the advisory board or commission member should excuse himself/herself from voting. The advisory board or commission member may request the Town Attorney respond in writing.

☒ I Agree *

Please provide a brief statement outlining why you wish to serve on the Advisory Board(s), Commission(s), Committee(s) or Task Force(s) to which you are applying.

I served on the Greenways Commission for seven years, and on the Community Design Commission for one year. I am interested in continuing service to the community on either the Community Design Commission or the Parks, Greenways, and Recreation Commission. As a retired city planner, I believe my training and experience would make me a good candidate for these positions. I have a good knowledge of Town policies and ordinances. I am an advocate of sound environmental planning, as well as appropriate site design that balances development with ecological principles. I am interested in sustainable development practices, and building design which respects the Chapel Hill environment and our history, while using the best of modern design principles. I would also enjoy continuing to be an advocate for the Town's parks and greenway system.

You may submit a supporting document. However, most documents will be subject to the public records law, which means they will be posted on the website.

Upload a File (ex. Resume)

Applications will be kept on file from July 1st to June 30th of the same fiscal year. Please reapply each fiscal year if you are still interested in serving on an Advisory Board, Commission, Committee or Task Force and have not yet been appointed.

Demographics

In order to consider this application and provide some balance to the various boards, this personal information is required:

Caucasian/Non-Hispanic
Ethnicity

Female
Gender

over 55
Please select your age from the following list.

retired planner
Occupation

APPLICATION FOR MEMBERSHIP ON ADVISORY BOARD, COMMISSION, COMMITTEE OR TASK FORCE

Submit Date: May 29, 2015
Status: eligible

TOWN OF CHAPEL HILL

Profile

David
First Name

A
Middle Initial

Gange
Last Name

d.a.gange@gmail.com
Email Address

715 Williams Circle
Street Address

Suite or Apt

Chapel Hill
City

GA
State

27516
Postal Code

Mobile: (404) 697-8282
Primary Phone

Business: (919) 913-2681
Alternate Phone

Residency within the Town limits is required for membership on most Council advisory bodies. Memberships of some committees and task forces may be composed of up to forty percent of non-Town residents.

Chapel Hill Town limits (Purple)
What area do you live in?

Please consult the town maps **HERE** if you are unsure.

If you are a Chapel Hill Resident, How long have you lived here?

☒ 1-3 years

The Council encourages you to visit a meeting of the group that you are interested in serving on. Please choose no more than two groups from the list below to which you would like to apply.

Which Boards would you like to apply for?

Community Design Commission

Community Design Commission
Which Board is your First Choice?

Question applies to Community Design Commission.

Chapel Hill Resident

Select a Seat Category for the Community Design Commission

If you chose "Other" from the list above, please specify specify:

Select one of the following

Interests & Experiences

ETHICS GUIDELINES FOR TOWN ADVISORY BOARDS AND COMMISSIONS

Yes, if appointed, I pledge to comply with the following ethics guidelines for advisory boards and commissions as adopted by the Chapel Hill Town Council. (Other Council committees and OWASA are excluded.) Members of advisory boards and commissions shall not discuss, advocate, or vote on any matter in which they have a conflict of interest or an interest which reasonably might appear to be in conflict with the concept of fairness in dealing with public business. A conflict of interest or a potential conflict occurs if a member has a separate, private, or monetary interest, either direct or indirect, in any issue or transaction under consideration. Any member who violates this provision may be subject to removal from the board or commission. If the advisory board or commission member believes he/she has a conflict of interest then that member should ask the advisory board or commission to be recused from voting. The advisory board or commission should then vote on the question on whether or not to excuse the member making the request. In cases where the individual member or the advisory board or commission establishes a conflict of interest, then the advisory board or commission member shall remove themselves from the voting area. Any advisory board or commission member may seek the counsel of the Town Attorney on questions regarding the interpretation of these ethics guidelines or other conflict of interest matters. The interpretation may include a recommendation on whether or not the advisory board or commission member should excuse himself/herself from voting. The advisory board or commission member may request the Town Attorney respond in writing.

☒ I Agree *

Please provide a brief statement outlining why you wish to serve on the Advisory Board(s), Commission(s), Committee(s) or Task Force(s) to which you are applying.

Members of the Council, My family moved up to Chapel Hill last year from Decatur, Georgia and fell in immediately love with the community. I believe both Chapel Hill and the greater Triangle region will continue it's track to become one of the most vibrant, engaging, and successful regions in the country. As a practicing architect, a father to 2 school-aged daughters, and a new member of this community; I look forward to witnessing and engaging in the growth and transformation of Chapel Hill. I hope that part of that engagement would be serving on the Community Design Commission for the City of Chapel Hill. Thank you for you consideration, David Gange

You may submit a supporting document. However, most documents will be subject to the public records law, which means they will be posted on the website.

Upload a File (ex. Resume)

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Demographics

In order to consider this application and provide some balance to the various boards, this personal information is required:

Caucasian/Non-Hispanic
Ethnicity

Male
Gender

35-54
Please select your age from the following list.

Architect
Occupation

APPLICATION FOR MEMBERSHIP ON ADVISORY BOARD, COMMISSION, COMMITTEE OR TASK FORCE

Submit Date: May 31, 2015
Status: eligible

TOWN OF CHAPEL HILL

Profile

Duncan
First Name

Middle Initial

Lascelles
Last Name

bdxl@mac.com
Email Address

719 E Rosemary Street
Street Address

Suite or Apt

Chapel Hill
City

NC
State

27514
Postal Code

Mobile: (919) 414-6443
Primary Phone

Home: (919) 904-7586
Alternate Phone

Residency within the Town limits is required for membership on most Council advisory bodies. Memberships of some committees and task forces may be composed of up to forty percent of non-Town residents.

Chapel Hill Town limits (Purple)
What area do you live in?

Please consult the town maps **HERE** if you are unsure.

If you are a Chapel Hill Resident, How long have you lived here?

☒ 4-9 years

The Council encourages you to visit a meeting of the group that you are interested in serving on. Please choose no more than two groups from the list below to which you would like to apply.

Which Boards would you like to apply for?

Community Design Commission

Historic District Commission
Which Board is your First Choice?

Question applies to Community Design Commission.

Chapel Hill Historic District Resident

Select a Seat Category for the Community Design Commission

If you chose "Other" from the list above, please specify specify:

Select one of the following

- ☐ answer 1
- ☐ answer 2
- ☐ answer 3

Interests & Experiences

ETHICS GUIDELINES FOR TOWN ADVISORY BOARDS AND COMMISSIONS

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- ☒ I Agree *

Please provide a brief statement outlining why you wish to serve on the Advisory Board(s), Commission(s), Committee(s) or Task Force(s) to which you are applying.

I am dedicated to living in Chapel Hill, and wish to give back to this community through service that will enhance the Chapel Hill Community for everyone.

You may submit a supporting document. However, most documents will be subject to the public records law, which means they will be posted on the website.

Upload a File (ex. Resume)

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Demographics

In order to consider this application and provide some balance to the various boards, this personal information is required:

Caucasian/Non-Hispanic
Ethnicity

Male
Gender

35-54
Please select your age from the following list.

Veterinary Surgeon and University Professor
Occupation

APPLICATION FOR MEMBERSHIP ON ADVISORY BOARD, COMMISSION, COMMITTEE OR TASK FORCE

Submit Date: Apr 20, 2015
Status: eligible

TOWN OF CHAPEL HILL

Profile

Dixon
First Name

Middle Initial

Pitt
Last Name

dixon@bpropnc.com
Email Address

102 Melrose Place Apt. C
Street Address

Suite or Apt

Chapel Hill
City

NC
State

27516
Postal Code

336 978-9009
Primary Phone

Alternate Phone

Residency within the Town limits is required for membership on most Council advisory bodies. Memberships of some committees and task forces may be composed of up to forty percent of non-Town residents.

Chapel Hill Town limits (Purple)
What area do you live in?

Please consult the town maps **HERE** if you are unsure.

If you are a Chapel Hill Resident, How long have you lived here?

- ☐ 0-12 months
- ☐ 1-3 years
- ☐ 4-9 years
- ☐ Greater than 10 years

The Council encourages you to visit a meeting of the group that you are interested in serving on. Please choose no more than two groups from the list below to which you would like to apply.

Which Boards would you like to apply for?

Community Design Commission

Which Board is your First Choice?

Question applies to Community Design Commission.

Chapel Hill Resident

Select a Seat Category for the Community Design Commission

If you chose "Other" from the list above, please specify specify:

Select one of the following

- [ ] answer 1
- [ ] answer 2
- [ ] answer 3

Interests & Experiences

ETHICS GUIDELINES FOR TOWN ADVISORY BOARDS AND COMMISSIONS

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- [ ] I Agree *

Please provide a brief statement outlining why you wish to serve on the Advisory Board(s), Commission(s), Committee(s) or Task Force(s) to which you are applying.

You may submit a supporting document. However, most documents will be subject to the public records law, which means they will be posted on the website.

Upload a File (ex. Resume)

Applications will be kept on file from July 1st to June 30th of the same fiscal year. Please reapply each fiscal year if you are still interested in serving on an Advisory Board, Commission, Committee or Task Force and have not yet been appointed.

Demographics

In order to consider this application and provide some balance to the various boards, this personal information is required:

Caucasian/Non-Hispanic

Ethnicity

Male

Gender

Please select your age from the following list.

Occupation

APPLICATION FOR MEMBERSHIP ON ADVISORY BOARD, COMMISSION, COMMITTEE OR TASK FORCE

Submit Date: Apr 29, 2015
Status: eligible

TOWN OF CHAPEL HILL

Profile

Blaine
First Name

Middle Initial

Schmidt
Last Name

chplanning@extemporaneous.org
Email Address

409 Perry Creek Dr.
Street Address

Suite or Apt

Chapel Hill
City

NC
State

27514
Postal Code

Mobile: (704) 425-8335
Primary Phone

Home: (919) 448-8066
Alternate Phone

Residency within the Town limits is required for membership on most Council advisory bodies. Memberships of some committees and task forces may be composed of up to forty percent of non-Town residents.

Chapel Hill Town limits (Purple)
What area do you live in?

Please consult the town maps **HERE** if you are unsure.

If you are a Chapel Hill Resident, How long have you lived here?

☒ 0-12 months

The Council encourages you to visit a meeting of the group that you are interested in serving on. Please choose no more than two groups from the list below to which you would like to apply.

Which Boards would you like to apply for?

Community Design Commission, Planning Commission

Planning Commission
Which Board is your First Choice?

Question applies to Community Design Commission.

Chapel Hill Resident

Select a Seat Category for the Community Design Commission

Question applies to Planning Commission.

Chapel Hill Resident

Select a Seat Category for the Planning Commission

If you chose "Other" from the list above, please specify specify:

Select one of the following

- ☐ answer 1
- ☐ answer 2
- ☐ answer 3

Interests & Experiences

ETHICS GUIDELINES FOR TOWN ADVISORY BOARDS AND COMMISSIONS

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☒ IAgree *

Please provide a brief statement outlining why you wish to serve on the Advisory Board(s), Commission(s), Committee(s) or Task Force(s) to which you are applying.

As a new resident to the town of Chapel Hill and actively interested in community engagement, I can assist the Commission by providing a newcomer's perspective to the issues regarding orderly growth and development. As a prior resident (from 2007-2010 while attending UNC Law), I have lived in the area for years and have exposure to the needs of the community. In particular, I am deeply interested in land use in and near the town of Chapel Hill - as I believe in efficient land use, as well as maintaining the area's beautiful character. In terms of background, I am a IT business professional and licensed attorney, with over thirty years management and executive experience. I have been directly responsible for developing long-term plans, policies, and standards for multiple departments and organizations. Additionally, I have owned and operated my own North Carolina business (a bookstore, now closed). Throughout my career, I have striven to balance the needs of competing interests and groups. Please let me do the same as a Town Resident member.

You may submit a supporting document. However, most documents will be subject to the public records law, which means they will be posted on the website.

Upload a File (ex. Resume)

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Demographics

In order to consider this application and provide some balance to the various boards, this personal information is required:

Caucasian/Non-Hispanic
Ethnicity

Male
Gender

35-54
Please select your age from the following list.

Consultant
Occupation

MEMORANDUM

TO: Mayor and Town Council

FROM: Jason Hart, Chair

SUBJECT: Recommendation for the Community Design Commission vacancies

DATE: April 28, 2015

RECOMMENDATION: The Community Design Commission met on Tuesday April 28, 2015 and by a 3-2 vote (Ayes: John Gualtieri, Susana Dancy, and Lucy Carol Davis Nayes: Jason Hart and Laura Moore) has made the following recommendations to the Town Council for consideration:

- Chris Berndt, Reappointment, Chapel Hill Resident
- Dixon Pitt, Reappointment, Chapel Hill Resident

COMMENTS: Awkward to have to vote in favor or against the reappoint of sitting fellow commissioners, believe Council should take sole action.

TOWN OF CHAPEL HILL
NORTH CAROLINA

MEMORANDUM

Meeting Date: 06/08/2015
AGENDA #19

TO: Roger L. Stancil, Town Manager

FROM: Sabrina Oliver Communications and Public Affairs Director/Town Clerk
Jennifer Phillips Community Participation Coordinator

SUBJECT: Appointments to the Community Policing Advisory Committee

Recommended Council Action

- That the Council make appointments to the Community Policing Advisory Committee

Context with Key Issues

- The Council may make three (3) appointments of Town residents to the committee, effective June 30, 2015

Council Goal:

- Create A Place for Everyone
- Develop Good Places, New Spaces
- Nurture Our Community
- Support Community Prosperity and Engagement

Attachments

- Ballot
- Applications
- Recommendations

BALLOT
COMMUNITY POLICING ADVISORY COMMITTEE
JUNE 8, 2015

Total Membership: 9 (Town Residents)

Current Membership: 9 (2 Females, 7 Males; 1 African American, 8 Caucasian)

Number of Vacancies: 0 (3 Town Residents effective June 30, 2015)

Number of Applicants: 4

Please sign your ballot.

APPLICANTS

Please vote for up to three (3) applicants.

_____ Patrick Akos (Incumbent)

_____ Christian Caron (Incumbent)

_____ Alan Chrisman

_____ Nancy Oates

_____ Other; please list: _____

_____

Council Member Signature

APPLICATION FOR MEMBERSHIP ON ADVISORY BOARD, COMMISSION, COMMITTEE OR TASK FORCE

Status: eligible

TOWN OF CHAPEL HILL

Profile

Patrick
First Name

Middle Initial

Akos
Last Name

akos49@gmail.com
Email Address

5 Deerwood Court
Street Address

Suite or Apt

Chapel Hill
City

NC
State

27517
Postal Code

919-259-6251
Primary Phone

919-843-4758
Alternate Phone

Residency within the Town limits is required for membership on most Council advisory bodies. Memberships of some committees and task forces may be composed of up to forty percent of non-Town residents.

Chapel Hill Town limits (Purple)
What area do you live in?

Please consult the town maps **HERE** if you are unsure.

If you are a Chapel Hill Resident, How long have you lived here?

☒ Greater than 10 years

The Council encourages you to visit a meeting of the group that you are interested in serving on. Please choose no more than two groups from the list below to which you would like to apply.

Which Boards would you like to apply for?

Community Policing Advisory Committee

Community Policing Advisory Committee
Which Board is your First Choice?

If you chose "Other" from the list above, please specify specify:

Select one of the following

- [ ] answer 1
- [ ] answer 2
- [ ] answer 3

Interests & Experiences

ETHICS GUIDELINES FOR TOWN ADVISORY BOARDS AND COMMISSIONS

Yes, if appointed, I pledge to comply with the following ethics guidelines for advisory boards and commissions as adopted by the Chapel Hill Town Council. (Other Council committees and OWASA are excluded.) Members of advisory boards and commissions shall not discuss, advocate, or vote on any matter in which they have a conflict of interest or an interest which reasonably might appear to be in conflict with the concept of fairness in dealing with public business. A conflict of interest or a potential conflict occurs if a member has a separate, private, or monetary interest, either direct or indirect, in any issue or transaction under consideration. Any member who violates this provision may be subject to removal from the board or commission. If the advisory board or commission member believes he/she has a conflict of interest then that member should ask the advisory board or commission to be recused from voting. The advisory board or commission should then vote on the question on whether or not to excuse the member making the request. In cases where the individual member or the advisory board or commission establishes a conflict of interest, then the advisory board or commission member shall remove themselves from the voting area. Any advisory board or commission member may seek the counsel of the Town Attorney on questions regarding the interpretation of these ethics guidelines or other conflict of interest matters. The interpretation may include a recommendation on whether or not the advisory board or commission member should excuse himself/herself from voting. The advisory board or commission member may request the Town Attorney respond in writing.

- [ ] I Agree *

Please provide a brief statement outlining why you wish to serve on the Advisory Board(s), Commission(s), Committee(s) or Task Force(s) to which you are applying.

You may submit a supporting document. However, most documents will be subject to the public records law, which means they will be posted on the website.

Upload a File (ex. Resume)

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Demographics

In order to consider this application and provide some balance to the various boards, this personal information is required:

Caucasian/Non-Hispanic
Ethnicity

Male
Gender

35-54
Please select your age from the following list.

Professor of Education
Occupation

STATE OF NORTH CAROLINA
COUNTY OF ORANGE

OATH OF OFFICE

I, Patrick Akos **, do solemnly swear (or affirm) that I will support and maintain the Constitution and laws of the United States, and the Constitution and laws of North Carolina not inconsistent therewith, and that I will faithfully discharge the duties of my office as a member of the** Community Policing Advisory Committee **, so help me God.**

Signature

The above oaths were subscribed and sworn to before me this the 18th **day of** August **,** 20 14 **.**

Notary Public

My Commission Expires 9/3/2017

B. MARIE JAMES
Notary Public, North Carolina
Durham County
My Commission Expires
9/3/2017

PLEDGE TO FOLLOW ETHICS GUIDELINES FOR ADVISORY BOARDS AND COMMISSIONS

Ethics Guidelines for Town Advisory Boards and Commissions

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If the advisory board or commission member believes he/she has a conflict of interest then that member should ask the advisory board or commission to be recused from voting. The advisory board or commission should then vote on the question on whether or not to excuse the member making the request. In cases where the individual member or the advisory board or commission establishes a conflict of interest, then the advisory board or commission member shall remove themselves from the voting area.

Any advisory board or commission member may seek the counsel of the Town Attorney on questions regarding the interpretation of these ethics guidelines or other conflict of interest matters. The interpretation may include a recommendation on whether or not the advisory board or commission member should excuse himself/herself from voting. The advisory board or commission member may request the Town Attorney respond in writing.

Advisory board and commission applicants shall agree to comply with the ethics guidelines as stated above.

I, Patrick Akos pledge to comply with the ethics guidelines for advisory boards and commissions as adopted by the Chapel Hill Town Council.

Advisory Board or Commission Community Policing Advisory Committee

Applicant's Signature 8/18/2014 *Date*

The above Ethics statement was subscribed and sworn to before me this the 18th day of August, 2014.

B. M. James
Notary Public

B. MARIE JAMES
Notary Public, North Carolina
Durham County
My Commission Expires
9/3/2017

My Commission Expires 9/3/2017

APPLICATION FOR MEMBERSHIP ON ADVISORY BOARD, COMMISSION, COMMITTEE OR TASK FORCE

Status: eligible

TOWN OF CHAPEL HILL

Profile

Christian
First Name

Francis
Middle Initial

Caron
Last Name

cfcaron@yahoo.com
Email Address

248 Old Forest Creek Drive
Street Address

Suite or Apt

Chapel Hill
City

NC
State

27514
Postal Code

919-883-9070
Primary Phone

919-370-7649
Alternate Phone

Residency within the Town limits is required for membership on most Council advisory bodies. Memberships of some committees and task forces may be composed of up to forty percent of non-Town residents.

Chapel Hill Town limits (Purple)
What area do you live in?

Please consult the town maps **HERE** if you are unsure.

If you are a Chapel Hill Resident, How long have you lived here?

☒ Greater than 10 years

The Council encourages you to visit a meeting of the group that you are interested in serving on. Please choose no more than two groups from the list below to which you would like to apply.

Which Boards would you like to apply for?

Community Policing Advisory Committee

Community Policing Advisory Committee
Which Board is your First Choice?

If you chose "Other" from the list above, please specify specify:

Select one of the following

- [ ] answer 1
- [ ] answer 2
- [ ] answer 3

Interests & Experiences

ETHICS GUIDELINES FOR TOWN ADVISORY BOARDS AND COMMISSIONS

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- [ ] IAgree *

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Upload a File (ex. Resume)

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Demographics

In order to consider this application and provide some balance to the various boards, this personal information is required:

Caucasian/Non-Hispanic
Ethnicity

Male
Gender

35-54
Please select your age from the following list.

Marketing IBM
Occupation

APPLICATION FOR MEMBERSHIP ON ADVISORY BOARD, COMMISSION, COMMITTEE OR TASK FORCE

Submit Date: Mar 26, 2015
Status: eligible

TOWN OF CHAPEL HILL

Profile

Allan
First Name

K
Middle Initial

Chrisman
Last Name

akchrisman@gmail.com
Email Address

832 Pinehurst Drive
Street Address

Suite or Apt

Chapel Hill
City

NC
State

27517
Postal Code

Home: (919) 967-8685
Primary Phone

Mobile: (919) 619-8491
Alternate Phone

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Chapel Hill Town limits (Purple)
What area do you live in?

Please consult the town maps **HERE** if you are unsure.

If you are a Chapel Hill Resident, How long have you lived here?

☒ Greater than 10 years

The Council encourages you to visit a meeting of the group that you are interested in serving on. Please choose no more than two groups from the list below to which you would like to apply.

Which Boards would you like to apply for?

Community Policing Advisory Committee

Community Policing Advisory Committee
Which Board is your First Choice?

Citizens Police Academy

If you chose "Other" from the list above, please specify specify:

Select one of the following

- ☐ answer 1
- ☐ answer 2
- ☐ answer 3

Interests & Experiences

ETHICS GUIDELINES FOR TOWN ADVISORY BOARDS AND COMMISSIONS

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- ☒ IAgree *

Please provide a brief statement outlining why you wish to serve on the Advisory Board(s), Commission(s), Committee(s) or Task Force(s) to which you are applying.

As a member of the Public Health Reserve Corps, American Red Cross and Disaster Response Network of North Carolina I have been involved as a citizen with a range of community resilience efforts and have found the community policing efforts of the Chapel Hill Police Department to be an essential element for a safe and supportive environment for all citizens. My most recent efforts with the town of Chapel Hill's outreach to the Muslim community has convinced me that I can further support these efforts by participating in this advisory board.

You may submit a supporting document. However, most documents will be subject to the public records law, which means they will be posted on the website.

AKC.DUMC_CV_11.7.14.doc
Upload a File (ex. Resume)

Applications will be kept on file from July 1st to June 30th of the same fiscal year. Please reapply each fiscal year if you are still interested in serving on an Advisory Board, Commission, Committee or Task Force and have not yet been appointed.

Demographics

In order to consider this application and provide some balance to the various boards, this personal information is required:

Caucasian/Non-Hispanic
Ethnicity

Male
Gender

over 55
Please select your age from the following list.

Physician-psychiatrist
Occupation

DUKE UNIVERSITY MEDICAL CENTER

CURRICULUM VITAE

Name : **Allan Krekeler Chrisman, MD**

Primary academic appointment: Associate Professor, Track IV

Primary academic department: Department of Psychiatry & Behavioral Sciences

Present academic rank and title: Associate Professor, Track IV- Emeritus

Date and rank of first Duke Faculty appointment: May 1, 1994

Medical Licensure: North Carolina License # 33965

Date of License (Month/Day/Year): May 25, 1991

Specialty certification(s):

Psychiatry February 1977

Child Psychiatry September 1986

Date of birth: June 30, 1945 Place: Bainbridge, Maryland, U.S.A.

Citizen of: United States of America

Education:

Degree	**Institution**	**Date**
High School, Diploma	Bethesda Chevy Chase High School	1963
College,A.B. 1967	Lafayette College	
Medical School, M.D.	George Washington University, School of Medicine	1971

Professional training and academic career:

Internship	Washington Hospital Center Washington, D.C.	1972
Residency	McLean Hospital (Adult Psychiatry Resident) Belmont, MA	1974
Child Residency	Beth Israel Hospital Boston, MA	1976

Institution	**Position/Title**	**Dates**
Harvard Medical School	Clinical Fellow, Psychiatry	1972-1976
Naval Regional Medical Center	Psychiatrist	1976-1978
University of Washington	Clinical Instructor, Child Psychiatry	1978-1979
Western Washington State Hospital	Child Psychiatrist	1978-1979
Beth Israel Hospital	Assistant in Child Psychiatry	1979-1982
Harvard Medical School	Clinical Instructor, Psychiatry	1979-1993
Mount Auburn Hospital	Courtesy Staff, Dept. of Psychiatry	1980-1992
Lawrence Memorial Hospital	Courtesy Staff	1988-1989
Charter Northridge Hospital	Active Staff	1993-1993
Duke University Hospital	Active Staff	1994-2012
University of North Carolina	Clinical Assistant Professor, Psychiatry	1994-1997
Duke University SOM	Clinical Assistant Professor, Psychiatry	1994-2007
Duke University SOM	Associate Professor, Psychiatry	2007-present
Veterans Administration Hospital	Psychiatrist	2007-present

Publications:

1. Refereed journals:

1. Allan K. Chrisman, M.D., Michael Lancaster, M.D., Ruth Ross, M.A., Terry L. Ainsworth, M.S., R.N., Kelly Hemmings, CTSW,Ian A. Shaffer, M.D., **Towards a Standard Documentation for Behavioral Health**, J. of Practical Psychiatry and Behavioral Health, Vol. 2, No. 2,
March 1996, p. 105-110.

2. Scott N. Compton, Ph.D. ; Paul J. Grant, M.D.; Allan K. Chrisman, M.D.; Patricia Jeney Gammon, Ph.D.; Vicki L. Brown, M.S.W.; John S. March, M.D., M.P.H. , **Sertraline in Children and Adolescents With Social Anxiety Disorder: An Open Trial** Journal of The American Academy of Child & Adolescent Psychiatry 2001;40:564-571

3. Kondo DG, Chrisman AK, March JS, **An evidence-based medicine approach to combined treatment for ADHD in children and adolescents**. Psychopharmacol. Bull. 2003 Summer; 37(3):7-23.

4. The Pediatric OCD Treatment Study (POTS) Team**, Cognitive-Behavior Therapy, Sertraline, and Their Combination for Children and Adolescents WithObsessive-Compulsive Disorder, The Pediatric OCD Treatment Study (POTS) randomized controlled trial**, JAMA. 2004 Oct 27;292(16):1969-76

5. Greenhill LL, M.D.; Vitiello B, M.D.; Fisher, P, PH.D.; Levine J,M.D.; Davies M, M.P.H.; Abikoff H, PH.D.; Chrisman AK, M.D.; Chuang S, M.S.; Findling RL, M.D.; March J,M.D.; Scahill L, M.S.N., PH.D.; Walkup J, M.D.; Riddle, MA, M.D. **Comparison of Increasingly Detailed Elicitation Methods for the Assessment of Adverse Events in Pediatric Psychopharmacology**. Journal of the American Academy of Child & Adolescent Psychiatry. 43(12):1488-1496, December 2004.

6. March JS, MD; Chrisman A, MD; Breland-Noble A, PhD, et. al , **Using and Teaching Evidence-Based Medicine: The Duke University Child and Adolescent Psychiatry Mode**l, Child Adolesc. Psychiatric Clin N Am 14 (2005) 273-296

7. Chrisman, A et al., **Assessment of Childhood Depression**, Child and Adolescent Mental Health, vol. 11, no 2, 2006, p. 111-116.

Weisler RH, Biederman J, Spencer TJ, Wilens TE, Faraone SV, Chrisman AK, Read SC, Tulloch SJ. , Mixed amphetamine salts extended-release in the treatment of adult ADHD: a randomized, controlled trial. CNS Spectr. 2006 Aug;11(8):625-39.

8. Chrisman, A et al., **Teaching Evidence-Based Medicine Pediatric Psychopharmacology: Integrating Pharmacologic Treatment into the Broad Spectrum of Care** , Child Adolesc. Psychiatric Clin N Am 16 (2007) 165-181

9. March JS. M.D., M.P.H.; Szatmari, Peter M.D.; Bukstein, Oscar M.D., M.P.H.; Chrisman, Allan M.D.; Kondo, Douglas M.D.; Hamilton, John D. M.D., M.Sc.; Kremer, Charlotte, M.E. M.D.; Kratochvil, Christopher J. M.D. **AACAP 2005 Research Forum: Speeding the Adoption of Evidence-Based Practice in Pediatric Psychiatry** , Journal of the American Academy of Child & Adolescent Psychiatry . 46(9):1098-1110, September 2007.

10. Epstein JN, Rabiner D, Johnson DE, Fitzgerald DP, Chrisman A, Erkanli A, Sullivan KK, March JS, Margolis P, Norton EC, Conners CK. **Improving attention-deficit/hyperactivity disorder treatment outcomes through use of a collaborative consultation treatment service by community-based pediatricians: a cluster randomized trial.** Arch Pediatr Adolesc Med. 2007 Sep;161(9):835-40.

11. March, J.;Karayal, O.; Chrisman, A. CAPTN: **The Pediatric Adverse Event Rating Scale.** In: Novins DK, DeYoung. , editor. The Scientific Proceedings of the 2007 Annual Meeting of the American Academy of Child and Adolescent Psychiatr: 23–28 October 2007; Boston. 2007. p. 241.

12. **Methylphenidate and amphetamine do not induce cytogenetic damage in lymphocytes of children with ADHD.** Witt KL, Shelby MD, Itchon-Ramos N, Faircloth M, Kissling GE, Chrisman AK, Ravi H, Murli H, Mattison DR, Kollins SH.J Am Acad Child Adolesc Psychiatry . 2008 Dec;47(12):1375-83.

13. **Reinforcing and subjective effects of methylphenidate in adults with and without attention deficit hyperactivity disorder (ADHD).** Kollins SH, English J, Robinson R, Hallyburton M, Chrisman AK.Psychopharmacology (Berl) . 2008 Dec 23.

14. **The Child and Adolescent Psychiatry Trials Network (CAPTN): infrastructure development and lessons learned** Mark Shapiro, Susan G Silva, Scott Compton, Allan Chrisman, Joseph DeVeaugh-Geiss, Alfiee Breland-Noble, Douglas Kondo, Jerry Kirchner and John S March
Child and Adolescent Psychiatry and Mental Health 2009, 3:12 (25 Mar 2009)
http://www.capmh.com/content/3/1/12

15. **Reinforcing and subjective effects of methylphenidate in adults with and without attention deficit hyperactivity disorder (ADHD).**
Kollins SH, English J, Robinson R, Hallyburton M, Chrisman AK.

Psychopharmacology (Berl). 2009 May;204(1):7383

16. **A double-blind, placebo-controlled study of atomoxetine in young children with ADHD.**
Kratochvil CJ, Vaughan BS, Stoner JA, Daughton JM, Lubberstedt BD, Murray DW, Chrisman AK, Faircloth MA, Itchon-Ramos NB, Kollins SH, Maayan LA, Greenhill LL, Kotler LA, Fried J, March JS. Pediatrics. 2011 Apr;127(4):e862-8. Epub 2011 Mar 21

17. **Still Struggling: characteristics of youth with OCD who are partial responders to medication treatment.**
Freeman J, Sapyta J, Garcia A, Fitzgerald D, Khanna M, Choate-Summers M, Moore P, Chrisman A, Haff N, Naeem A, March J, Franklin M.
Child Psychiatry Hum Dev. 2011 Aug;42(4):424-41

18. **A Pilot Study of Lis-Dexamfetamine Dimesylate (LDX/SPD489) to Facilitate Smoking Cessation in Nicotine-Dependent Adults With ADHD.**
Kollins SH, English JS, Itchon-Ramos N, Chrisman AK, Dew R, O'Brien B, McClernon FJ. J Atten Disord. 2012 Apr 16

19. **A+KIDS, a Web-Based Antipsychotic Registry for North Carolina Youths:An Alternative to Prior Authorization**
,Christian RB, Farley JF, Sheitman B, McKee JR, Wei D, Diamond J, Chrisman A, Barnhill LJ, Wegner L, Palmes G, Trygstad T, Pfeiffenberger T, Wegner SE, Best R, Sikich L. Psychiatr Serv. 2013 Jun 3. doi: 10.1176/appi.ps.00276201

20. ***Practice parameter on disaster preparedness.,***
Pfefferbaum B, Shaw JA; American Academy of Child and Adolescent Psychiatry (AACAP) Committee on Quality Issues (CQI).Collaborators: Bukstein OG, Walter HJ, Bellonci C, Benson S, Chrisman A, Farchione TR, Hamilton J, Keable H, Kinlan J, Quiterio N, Schoettle U, Siegel M, Stock S.J Am Acad Child Adolesc Psychiatry. 2013 Nov;52(11):1224-38. doi: 10.1016/j.jaac.2013.08.014

21. **A pilot study of lisdexamfetamine dimesylate (LDX/SPD489) to facilitate smoking cessation in nicotinedependent adults with ADHD**. Kollins SH, English JS, ItchonRamos N, Chrisman AK, Dew R, O'Brien B, McClernon FJ. J Atten Disord. 2014 Feb;18(2):15868.

22. ***Child disaster mental health interventions, part I Techniques, outcomes, and methodological considerations***
Betty Pfefferbaum, Jennifer L. Sweeton, Elana Newman, Vandana Varma, Pascal Nitiéma, Jon A. Shaw, Allan K. Chrisman, Mary A. Noffsinger
Disaster Health 01/2014; 2(1):1-12.

23. ***Child disaster mental health interventions, part II: Timing of implementation, delivery settings and providers, and therapeutic approaches***
Betty Pfefferbaum, Jennifer L. Sweeton, Elana Newman, Vandana Varma, Mary A. Noffsinger, Jon A. Shaw, Allan K. Chrisman, Pascal Nitiéma
Disaster Health. 01/2014; 2(1).

24. ***Mass Trauma: Disasters, Terrorism, and War***, Allan K. Chrisman, Joseph G. Dougherty, Child and Adolescent Psychiatric Clinics of North America - April 2014 (Vol. 23, Issue 2, Pages 257-279, DOI: 10.1016/j.chc.2013.12.004

25**. Child/Adolescent Anxiety Multimodal Study: Evaluating Safety,** Rynn, M.S., Walkup, J.T., Compton, S.N., Sakolsky, D., Sherill, J.T., Shen,S., Kendall, P.C., McCracken, J.T., Albano, A.M., Piacentini, J.C., Riddle, M., Pierce, C., Waslick, B.D., Chrisman, A., Axelson, D., Lyengar, S., March,J.S., Birmaher, V., submitted and accepted to JAACAP 2014

2. Non-refereed publications:

Allan K. Chrisman, M.D., Paul Grant, M.D., Child Psychiatry**,** Educational Review Manual, Castle Connolly Graduate Medical Publishing, LLC, 1999-2005

Allan K. Chrisman, M.D., Resilience in Katrina's Children**,** 19th US Psychiatric & Mental Health Congress
US Psych Congress 2006: Mental Health in the Wake of Hurricane Katrina Medscape CME, online www.medscape.com, Release Date: January 5, 2007; Valid for credit through January 5, 2008

Consultant appointments: (Include US government, state, private organizations, etc.)

Disaster Mental Health (DMH) Subcommittee of the National Biodefense Science Board (NBSB). - Subject Matter Expert (SME). The NBSB is a federal advisory committee mandated by the Pandemic and All-Hazards Preparedness Act (Section 402, P.L. 109-417) and tasked with providing expert advice and guidance to the Secretary of the U.S. Department of Health and Human Services on scientific, technical, and other matters of special interest to the Department

regarding current and future chemical, biological, nuclear, and radiological agents, whether naturally occurring, accidental, or deliberate. The Board may also provide advice and guidance to the Secretary on other matters related to public health emergency preparedness and response.

Singapore, Health Ministry: Consultant November 2009

Professional awards and special recognitions:

2004 Honored Professor Award, Duke University Hospital Child & Adolescent Psychiatry Residency Training Program
2006 Distinguished Fellow, American Psychiatric Association
2007 Distinguished Life Time Fellow, American Psychiatric Association
2010 Distinguished Fellow American Academy Child & Adolescent Psychiatry

Organizations and Participation*:*

Duke University Medical Center

Academic and Administrative Activities

Child & Adolescent Psychiatry Division Head 1994-2000
Performance Improvement Coordinating Committee, Duke University Hospital
Committee on Health Information Policies and Services
Confidentiality subcommittee
Private Diagnostic Clinic Managed Care Committee
Duke University Medical Center Children's Steering Committee
Joint Venture Managed Care Operations Committee:
Co-Chair with Medical Director Well Path Health Plan
Duke Health Center at Herndon Road Operations Committee
Credentials Committee- Department of Psychiatry representative
Editorial Board: Duke Medical Update
Pain Management Initiative
Pediatric Psychosocial Screening Tools Workgroup
Pharmacological Therapies Workgroup
Emergency Medicine Task Force
Program Training Director

- Duke University Hospital- Child & Adolescent Psychiatry Residency Training Program 2003- 2011

Institutional Committee on Graduate Medical Education, voting member 2001- 2010
Medical Director, Duke ADHD Program 2001-2011
Faculty Clinical Services Committee –
alternative for Department of Psychiatry 2006-2008
DGHI Global Mental Health Exploratory Committee 2009-2011
Acting Division Head, Child & Adolescent Psychiatry 2009-2010

Harvard Community Health Plan

Chairman, Adolescent Hospitalization Task Force

Elected Physician Representative, Physicians Council 1984-1986: subcommittee board of directors, responsible for oversight of quality of care and hospital contracting

Member, Mental Health Chiefs Coordinating Group

Member, Advisory Committee: Mental Health Redesign Project

HCHP Representative, **Children and Adolescent Special Services Project** , NIMH CASSP grant to Massachusetts Department of Mental Health and Harvard Community Health Plan.

Chief -Mental Health Departments:
Watertown Health Center
Cambridge Health Center

Nurse Prescribing Guidelines Task Force, Co-Chair Mental Health Task Force for Clinical Nurse Specialist Prescribing Guidelines.

State of North Carolina

1994-1995 North Carolina Health Planning Commission
Advisory Committee on Delivery Systems

North Carolina Department of Human Resources
Division of Mental Health, Developmental Disabilities and Substance Abuse Services, Acute Care Criteria Committee- North Carolina Medicaid Criteria For Continued Acute Stay In An In-Patient Psychiatric Facility

2013 NC DMH/DD/SAS
Mental Health and Violence Workgroup

2011-2013 Community Care North Carolina
Advisory Committee for A+ Kids

American Academy Child and Adolescent Psychiatry

2004-2012 Work Group on Quality, Practice Parameter Development
2006-present Co-Chair -Disaster Issues Committee
2012-2014 *North Carolina Council Child & Adolescent Psychiatry*
President
Accountable Care Toolkit for Child Psychiatrists work group 2014

American Psychiatric Association

North Carolina Psychiatric Association
2011-present Co-Chair Disaster Committee
2012-2014 Program Committee for annual meeting

American Board of Psychiatry and Neurology

1995.1997 Examiner, Child Psychiatry Board, Section on Consultation & Liaison

American Red Cross

2005-present Disaster Health Services Volunteer- Mental Health
Deployed to Hurricane Katrina: Oct. 2005

Orange County Public Health Reserve Corps.

2005-present Mental Health Volunteer

Teaching Responsibilities:

1989 **Mental Health and Managed Care:**
Creating and Maintaining Quality
Workshop presenter: Treatment Planning in Child Mental Health
Presented by Harvard Community Health Plan and Harvard Medical School

1991 **Treatment Planning in Mental Health Economics, Ethics and Outcomes**
Workshop presenter:
Roles, Work Expectations and Staffing Ratios
Presented by Harvard Community Health Plan and Harvard Medical School

1992 **Time-Effective Treatment in Mental Health Strategies for the '90s and Beyond**
Panelist:
Children and Families in the Changing Healthcare Climate
Presented by Harvard Community Health Plan and Harvard Medical School

1992	**Annual President's Scientific Meeting: The New England Council of Child and Adolescent Psychiatry** **Panelist:** **The Changing Practice of Child Psychiatry: Some Hows, Whys and Adaptations.**
1993	**Cambridge Hospital, Department of Child Psychiatry** **What a managed care provider wants from a child and adolescent in-patient unit.**
1994	**Duke University School of Medicine, Medical Student group discussion seminar leader for course: Cost-Effective Care.**
1994	**North Carolina Employees Assistance Professionals Association Spring Conference: Health Care Reform and the Mental Health Clinician, guest speaker**
1994	**North Carolina Psychiatric Association Annual Meeting** **Integrating Psychiatry Into Prepaid Health Plans: How Does It Work?**
1995	**Mental Health and The Law** **North Carolina Legal Issues of Providing Mental Health Services: Managed Care-negotiating Managed Reimbursement Matters- Ground Rules Concerning Government Issues- Medicare, Medicaid, Fraud and Abuse. Sponsored by Medical Educational Services,Inc.**
1995	**North Carolina Hospital Association and North Carolina Council of Community Programs: Keynote speaker at association conference- The North Carolina Medicaid 1915 B Waiver and Cooperative Efforts between Public and Private Sectors.**
1995	**The Future of Managed Care with Child/Adolescent Services in the Community Mental Health Center, Sandhills Center, sponsored by Fayetteville Area Health Education**
1996	**Department of Psychiatry and Behavioral Sciences, Duke University Medical Center:** **Clinical Update Series- Moderator and panelist: Managed Care Survival Skills**
1996	**Case Consults: DSM IV and the Use of Medications with Disruptive Behavior Disorders, Bladen County Mental Health Center, sponsored by Fayetteville Area Health Education Center**

1996	**Brief Therapeutic Interventions with Children and Adolescents in a Managed Care Practice, Fayetteville Area Health Education Center**
1996	**Mental Health Outcomes, South Central Region Medical Directors, Randolph County Mental Health Center, Asheboro, N.C.**
1997	**Child and Adolescent Psychopharmacology, PGY 2 general psychiatry residents, Duke University Medical Center, Department of Psychiatry and Behavioral Sciences**
1997	**Current Treatment of Anxiety Disorders, Behavioral Medicine Center of Cape Fear Valley Health System, sponsored by Fayetteville Area Health Education Center**
1998	**Attention Deficit Hyperactivity Disorder, Duke Occupational Mental Health, inservice for EAP counselors.**
1999	**Duke University Medical Center, Department of Psychiatry & Behavioral Sciences** **PGY-3 Seminar Series, Advanced Psychopharmacology** **Pediatric Psychopharmacology I & II.**
2002	**Grand Rounds, Carolina Medical Center** **Advances in ADHD Treatment**
2003	**Pediatric Psychopharmacology for Psychologists** **Duke University Medical Center, Department of Psychiatry & Behavioral Sciences, Medical Psychology Division**
2003	**ADHD Contemporary Views and Management, Grand Rounds, Henry Ford Health System, Detroit, Michigan**
2004-2010	**Basic Pediatric Psychopharmacology, Year 1 Child Fellows, Duke University Medical Center**
2004-2010	**Pediatric Psychiatry Evidence Based Medicine, Seminar for Child Psychiatry Residents, Duke University Hospital CAP**
2004	**ADHD: Diagnosis and Treatment, Grand Rounds, Northwestern University, Department of Psychiatry and Behavioral Sciences**
2004	**ADHD, North Carolina Psychiatric Association, annual meeting**

2004-2009	**Overview of Child and Adolescent Psychiatry, Second Year Duke University Medical Students**
2005	**Anxiety Disorders in Childhood, Duke Family Medicine Residents**
2005	**Role of Antidpressants in the Treatment of Children and Adolescents, Pediatric Grand Rounds, Pediatric Teaching Department Moses Cone Health System**
2004	**How to Use Psychotropic Drugs in Children, Duke CME Outreach Lecture (SR AHEC) Sampson Regional Medical Center**
2005	**Use of Antidepressants in Children and Adolescents, North Carolina Psychiatric Association, annual meeting**
2006	**Evidence-Based Psychiatry for Today: Relevant, Practical, Essential, Pre-Meeting workshop for American Association of Directors of Psychiatric Residency Training, facilitator role**
2006	**Evaluating Current and Emerging Treatment Strategies ADHD 2006 U.S. Psychiatric and Mental Health Congress**
2007	**Lessons Learned From Katrina, North Carolina Psychiatric Association, annual meeting**
2007	**Evidence-Based Principles: Practice Child Psychiatry, Maine Council of Child and Adolescent Psychiatry**
2008	**Understanding the Complexity of Adult ADHD: Targeting Pharmacotherapy, The Psychiatrist's Role, 2007 U.S. Psychiatric and Mental Health Congress**
2009	**Disaster Mental Health Preparedness and Response Child Psychiatry, AACAP Assembly, 2009**
2009	**Child and Adolescent Psychiatry: Update for General Psychiatry, North Carolina Psychiatric Association, annual meeting 2009, Co-Presenter with John M. Diamond, MD; Jack Naftel, MD; Guy Palmes, MD**
2009	**Lecture Series on ADHD, Singapore, HMDP Visiting Expert in: Child & Adolescent Psychiatry**

2010	**Education Workshops 2010 AADPRT Annual Meeting Title:** ***Using Practice Guidelines in Psychiatry Residency and Fellowship Education*** **Leader:** Matt Byerly, MD **Co-Leaders:** Allan K. Chrisman, MD, Marshall Forstein, MD, Saundra Stock, MD
2011	***Children and Disasters*****, Workshop- North Carolina Emergency Management Association,** March 15th
2012-2014	***Child Behavioral Health Academy for Advanced Practice Professionals,*** full day of lectures on assessment and treatment of childhood psychiatric disorders, Southern Regional AHEC and Duke University Medical Center
2012-2014	***Child Behavioral Health Intensive Program for Advanced Practice Professionals,*** 3 days of lectures on assessment and treatment of childhood psychiatric disorders followed by six monthly webinars and telephonic case supervision, Southern Regional AHEC and Duke University Medical Center
2012	**Disaster Psychiatry: Updates to the Field,** Workshop, AACAP, annual meeting October 25th 2012
2013	**Overview of Psychotropic Medication Use for Children in Foster Care :** North Carolina Guardian ad Litem Program, 30th Anniversary Volunteer Conference, Novant Health Forsyth Medical Center, Winston-Salem, NC, September 30, 2013
2013	**Disaster Update**-Workshop AACAP annual meeting
2014	**Disaster Preparedness/Response Systems Overview;** North Carolina MCO medical directors June 20th
2014	**NC Disaster Response Network Part II Workshop**
2014	**Foundations of Disaster Mental Health**-American Red Cross Annual Meeting North Carolina Psychiatric Association
2014	**Disaster Update Workshop**, Annual Meeting American Academy of Child & Adolescent Psychiatry

External support - gifts, grants, and contracts:

1 R10 MH55121-01A2 **05/01/97 – 04/30/02**
NIH/NIMH
Treatment of Pediatric OCD
Principle Investigator: John S. March, M.D., MPH

A five-year treatment outcome study contrasting the degree and durability of improvement obtained across four treatment strategies: medication, cognitive-behavioral psychotherapy, their combination, and pill PBO and psychosocial control treatments.

1 R24 MH61367-01 **06/01/00-06/01/04**
NIMH
Promoting Evidence-Based ADHD Treatment in the Community
Principle Investigator: Jeff Epstein, Ph.D.
This project will provide the infrastructure necessary for pediatric practices in North Carolina to provide evidence-based ADHD treatment.

1R01MH60903-01A1 (NYSPI) **4/6/01-03**
NIMH
Methylphenidate Efficacy and Safety in ADHD Preschoolers
Study Monitor: Laurence Greenhill, M.D.
New York State Psychiatric Institute
This is a multi-center, three year study of the efficacy and safety of MPH in preschool children with Attention-Deficit/Hyperactivity Disorder (ADHD). There will be 264 children studied at New York Psychiatric Institute, Duke University, Johns Hopkins University, New York University, University of California at Los Angeles, and University of California at Irvine. The secondary objectives are (1) to test for differences between a group of preschoolers and a group of school age children in dose-response to MPH and (2) to examine if two putative risk loci, the dopamine D4 receptor (DRD4) or the dopamine transporter gene (DAT), are associated with ADHD in a family-based association study of parent to child allele transmission, and whether dose response to MPH is related to genetic variability at these two loci.

B4Z-MC-LYAI **1/1/01-1/01/03**
Agency: Smith Kline Beecham
Principle Investigator: John S. March, M.D., MPH
3/13/2003Long-Term, Open-Label, Safety Study of Tomoxetine HCL in Patients 6 Years and Older
This project will evaluate the long-term safety of Tomoxetine HCL in patients six years old and older.

Title: Research Units on Pediatric Psychopharmacology
Principle Investigator: John S. March, M.D., MPH
Responsibilities:
Agency: NIMH/Subcontract from NYSPI
Type: Contract
Period: 1998-2000
Description: Multicenter randomized controlled trial of (1) fluvoxamine and pill PBO children and adolescents with anxiety disorders and (2) of fluvoxamine in children with anxiety disorders and ADHD partially responsive to methylphenidate.

Title: A Double-Blind, Placebo-Controlled, Parallel-Group, Flexible-Dose Study of Venlafaxine ER (37.5-225 MG/D) in Adolescent Outpatients with Social Anxiety Disorder (Generalized).
Principle Investigator: John S. March, M.D., MPH
Agency: Wyeth-Ayerst
Type: Contract
Period: 1999-2001
Description: Multi-center randomized controlled trial of Venlafaxine ER vs. Placebo with adolescents with Social Anxiety Disorder (Generalized).

Title: Two Studies, a Phase 2 and Open-Label Extension of the Tolerability and

Effectiveness of the Selegiline Transdermal System in Children and Adolescents with Attention Deficit Hyperactivity Disorder
Principle Investigator: John S. March, M.D., MPH
Agency: Somerset Pharmaceuticals
Description: Phase 2: An eight-week study assessing the effectiveness and tolerability of the selegiline transdermal system in children and adolescents with ADHD
Extension: A 16-week extension of the Phase 2 study assessing the effectiveness and tolerability of the selegiline transdermal system in children and adolescents with ADHD

Title: A Multicenter, Double-blind, Placebo-controlled, safety and efficacy study of Methylphenidate Transdermal System in Pediatric Patients with Attention Deficit Hyperactivity Disorder, Open Label Study of MethyPatch in Children with ADHD
Principle Investigator: Keith Conners, PhD
Agency: Noven Pharmaceuticals, Inc.
Description: Multicenter, Double-Blind, Placebo-Controlled, Safety and Efficacy Study of Methylphenidate Transdermal System in Pediatric Patients with Attention Deficit Hyperactivity Disorder.

Title: An Open-Label Study of SLI381 in Children with Attention Deficit Hyperactivity Disorder
Principle Investigator: Keith Connors, Ph.D.
Agency: Shire Pharmaceutical Development, Inc.
Description: Multi-center randomized double-blind, placebo-controlled, parallel-group study of 3 doses of SLI381 to assess the efficacy and safety of SLI381 versus placebo in the treatment of childhood ADHD.

Title: An Evaluation of the Safety and Efficacy of Concerta ™(up to 72mg daily) in Adolescents with Attention Deficit Hyperactivity Disorder (ADHD).
Principle Investigator: Keith Conners, Ph.D.
Agency: McNeil Consumer & Specialty Pharmaceutical
Description: Multi-center randomized, double-blind, placebo-controlled trial with open label follow up in adolescents ages 13 to 18 years old. Initial phase will be an open label titration to best individualized dose followed by a randomized double blind phase followed by the final open label phase.

Title: A 12-Month, Open-Label Study of Adderall XR™ in Adults with Attention Deficit Hyperactivity Disorder
Principle Investigator: Allan K. Chrisman, MD
Agency: Shire Pharmaceutical Development, Inc.
Description: Multi-center, randomized, double-blind, parallel group study to evaluate the efficacy of three doses of Adderall XR compared to a placebo over a three-week treatment period in a naturalistic setting.

b) Present:

1U01-MH-64107 March (PI)
NIH/NIMH 09/21/02–05/31/06
Child/Adolescent Anxiety Multimodal Treatment Study (CAAMS)
A follow-up to the RUPP fluvoxamine anxiety study, Principal Investigator of this multisite five-year treatment outcome study contrasting the degree and durability of improvement obtained across four treatment strategies: medication, cognitive-behavioral psychotherapy, their combination, and pill PBO.
Role: Physician Pharmacotherapist

NIH/NIMH 2004
Principle Investigators:
John March,MD,MPH, Martin Franklin, Ph.D., Henrietta Leonard,M.D.
Treatment of Pediatric Obsessive Compulsive Disorder (OCD): Augmentation of Partial Response (POTS II)
The purpose of the proposed study, which follows successful completion of our NIMH-funded study of initial treatments in pediatric OCD (IRB # 000589-02-3R5), is to address an important problem in the management of pediatric OCD, namely partial response to initial treatment with a serotonin reuptake inhibitor (SRI). The major aim of the study is to estimate the relative benefits and risks of two augmentation strategies, Medication management (MM) plus Cognitive Behavioral Therapy (CBT) delivered by a psychologist versus a lower-dose CBT (instructional, I-CBT) delivered in the context of MM by a child psychiatrist, against a control condition, MM, in the treatment of children and adolescents with OCD was are partially responsive to a SRI. The primary specific aim is to compare the short-term efficacy of MM+CBT and MM+I-CBT to each other and to MM for OCD symptoms and functional impairment in patients who are partial responders to SRIs and seek augmentation treatment.
Role: Pharmcotherapist, I-CBT Therapist

1U10-MH-66750-01 Wells (PI) 09/01/02 – 08/31/07
NIH/NIMH
Research Units on Pediatric Psychopharmacology and Psychosocial Interventions (RUPP-PI)
The overriding scientific goal of this application, which responds to RFA RFA-MH-02-002 for Research Units on Pediatric Psychopharmacology and Psychosocial Interventions (RUPP-PI), is to provide reliable estimates of mental health outcomes in mentally ill children and adolescents treated with widely used single and combined psychosocial and drug treatments for which randomized evidence is absent.
Role: Pharmacotherapist Supervisor

P30-MH66386 March (PI) 09/16/03 – 07/31/08

NIH/NIMH
Child and Adolescent Psychiatry Trials Network
Role: Co-Investigator
The Child and Adolescent Psychiatry Trials Network (CAPTN) will be using the Advanced Centers for Interventions and Services Research (ACISR) mechanism to obtain unbiased evidence regarding the effectiveness and safety of widely used but understudied pharmacological interventions for mentally ill children and adolescents

B4Z-MC-LYAI Allan K. Chrisman (PI) 1%
Long-Term, Open-Label, Safety Study of Atomoxetine Hydrochloride in Patients, 6 Years and Older with Attention Deficit Hyperactivity Disorder : This is a multi-site, long-term, open-label study of the safety, tolerability, and efficacy of continuous treatment with atomoxetine hydrochloride in patients, 6 years and older with Attention Deficit Hyperactivity Disorder (ADHD).

NIMH SBIR grant #R44-MH-68031-02
Shanahan, Brian R.(PI) 1/1/2006- 12/31/2006 9.8%
Web Software to Promote Evidence-based Care for ADHD Medispin- an internet-based software program will be created that can be accessed by parents, teachers, and pediatricians which would 1) educate physicians about ADHD assessment and treatment; 2) allow web-based acquisition of rating scales from parents and teachers and provide web-based access reports to pediatricians; and 3) allow remote consultation with physicians about ADHD-related issues.
Role: Psychiatrist reviewer of algorithm

NIMH SBIR (Topic 058) Contract #HHS-N-271-2007-00005-C
Shanahan, Brian R. (PI) 9/21/2009-9/20/2011
Title:"Families as Research and Treatment Partners: Developing Evidence Based Decision Aids for Mental Health Treatment Decisions"
Objective: To create a "prototype" of a Web-based decision aid for parents facing treatment decisions for their child or adolescent with attention-deficit/hyperactivity disorder (ADHD). This prototype will serve as a model for other mental health conditions in need of decision aids.

The Child and Adolescent Psychiatry Trials Network (CAPTN) Approved Psychiatry March 4/18/2010

Antidepressant Safety in Kids (ASK) Study Approved Psychiatry March 1/4/2010
PARCA Approved Psychiatry March 5/2/2007 4/26/2010
New Versus Older Treatments for ADHD (NOTA) Study Approved Psychiatry March 2/25/2009 2/11/2010

NIMH SBIR Parent Guide-S.S.GRIN Approved Psychiatry Chrisman 11/21/2009 11/19/2010

ADHD Clinical Trials:

LDX for ADHD Smoking Cessation Approved Psychiatry Kollins 9/10/2007 5/23/2010 Sleep and ADHD Approved Psychiatry Kollins 5/23/2007 5/1/2010
K24 - Smoking and Methylphenidate Approved Psychiatry Kollins 2/20/2008 2/14/2010
Behavioral pharmacology of commonly used licit and illicit drugs Approved Psychiatry Kollins 5/20/2008 10/14/2010
CLON-303 Open Label Study Approved Psychiatry Kollins 6/12/2008 6/4/2010
Brain Dopamine Function in Adults with ADHD Approved Psychiatry Kollins 4/17/2010
Smoking Reinforcement in ADHD Adults Approved Psychiatry Kollins 9/5/2008 8/27/2010
Concerta Classroom Approved Psychiatry Murray 10/13/2008 2/6/2010
SPD - 313 Approved Psychiatry Kollins 3/5/2009 2/25/2010
Glucose Intolerance and Vyvanse Approved Psychiatry Kollins 10/5/2009 9/29/2010
Pro00023096 Otsuka Phase 2 Approved Psychiatry Psychiatry (SBR) Kollins 6/8/2010-5/5/2012
Pro00026486 Biphentin Study Approved Psychiatry Psychiatry (SBR) Kollins 12/6/2010 11/10/2011 Pro00028183 CM and Quitting Smoking Approved Psychiatry Psychiatry (SBR) Kollins 3/8/2011 3/2/2012

Co-Investigator - Duke Endowment grant: Behavioral Health Continuing Education Program for Physician Assistants and Nurse Practitioners 2011-2014

Clinical activity - type of practice

- Veteran Administration Hospital: Psychiatric Emergency Clinic- Direct service and supervisor Duke General Adult Psychiatry Residents, Access Clinic

APPLICATION FOR MEMBERSHIP ON ADVISORY BOARD, COMMISSION, COMMITTEE OR TASK FORCE

Submit Date: May 27, 2015
Status: eligible

TOWN OF CHAPEL HILL

Profile

Nancy — First Name
E. — Middle Initial
Oates — Last Name

neoates@earthlink.net — Email Address

112 Mendel Drive — Street Address
Suite or Apt

Chapel Hill — City
NC — State
27514 — Postal Code

Home: (919) 942-0964 — Primary Phone
Alternate Phone

Residency within the Town limits is required for membership on most Council advisory bodies. Memberships of some committees and task forces may be composed of up to forty percent of non-Town residents.

Chapel Hill Town limits (Purple)
What area do you live in?

Please consult the town maps **HERE** if you are unsure.

If you are a Chapel Hill Resident, How long have you lived here?

☒ Greater than 10 years

The Council encourages you to visit a meeting of the group that you are interested in serving on. Please choose no more than two groups from the list below to which you would like to apply.

Which Boards would you like to apply for?

Community Policing Advisory Committee

Community Policing Advisory Committee
Which Board is your First Choice?

If you chose "Other" from the list above, please specify specify:

Select one of the following

☒ answer 1

Interests & Experiences

ETHICS GUIDELINES FOR TOWN ADVISORY BOARDS AND COMMISSIONS

Yes, if appointed, I pledge to comply with the following ethics guidelines for advisory boards and commissions as adopted by the Chapel Hill Town Council. (Other Council committees and OWASA are excluded.) Members of advisory boards and commissions shall not discuss, advocate, or vote on any matter in which they have a conflict of interest or an interest which reasonably might appear to be in conflict with the concept of fairness in dealing with public business. A conflict of interest or a potential conflict occurs if a member has a separate, private, or monetary interest, either direct or indirect, in any issue or transaction under consideration. Any member who violates this provision may be subject to removal from the board or commission. If the advisory board or commission member believes he/she has a conflict of interest then that member should ask the advisory board or commission to be recused from voting. The advisory board or commission should then vote on the question on whether or not to excuse the member making the request. In cases where the individual member or the advisory board or commission establishes a conflict of interest, then the advisory board or commission member shall remove themselves from the voting area. Any advisory board or commission member may seek the counsel of the Town Attorney on questions regarding the interpretation of these ethics guidelines or other conflict of interest matters. The interpretation may include a recommendation on whether or not the advisory board or commission member should excuse himself/herself from voting. The advisory board or commission member may request the Town Attorney respond in writing.

☒ IAgree *

Please provide a brief statement outlining why you wish to serve on the Advisory Board(s), Commission(s), Committee(s) or Task Force(s) to which you are applying.

Community members would like to go about our daily business and take safety for granted. To be able do that, we rely on our police force to do preventative work, be alert to current conditions and respond quickly and effectively when incidents happen. We need to trust our police force and have confidence its officer protect all community members equally. The advisory board serves as one interface between the community and the police force. I bring to the board an understanding of both groups. I have several family members in law enforcement and understand their view of threats to public safety. I have been a probation officer in New York City with New York Superior Court, and a federal probation and parole officer with U.S. District Court, Southern District of New York. In those positions, I worked with criminal offenders from all walks of life to understand their challenges and help them negotiate those obstacles in law-abiding ways. I also worked as a consultant to the State of New York, overseeing an alternatives to incarceration program, and gained an

understanding of policies and administrative systems to support public safety in a cost-effective manner. I believe my experience and insights might be able to make a positive contribution to the work of the advisory board.

You may submit a supporting document. However, most documents will be subject to the public records law, which means they will be posted on the website.

Upload a File (ex. Resume)

Applications will be kept on file from July 1st to June 30th of the same fiscal year. Please reapply each fiscal year if you are still interested in serving on an Advisory Board, Commission, Committee or Task Force and have not yet been appointed.

Demographics

In order to consider this application and provide some balance to the various boards, this personal information is required:

Caucasian/Non-Hispanic
Ethnicity

Female
Gender

over 55
Please select your age from the following list.

Writer/editor
Occupation

MEMORANDUM

TO: Mayor and Town Council

FROM: Roscoe Reeve, Chair

SUBJECT: Recommendation for the Community Policing Advisory Committee vacancy(s)

DATE: May 13, 2015

RECOMMENDATION: The Community Policing Advisory Committee met on Wednesday, May 13, 2015 and by a unanimous vote, has made the following recommendation(s) to the Town Council for consideration:

- Patrick Akos-Reappointment
- Chris Caron-Reappointment
- Allan Chrisman-Appointment

SPECIAL REQUEST(S): No Comment

BACKGROUND: No Comment

TOWN OF CHAPEL HILL
NORTH CAROLINA

MEMORANDUM

Meeting Date: 06/08/2015
AGENDA #20

TO: Roger L. Stancil, Town Manager

FROM: Sabrina Oliver Communications and Public Affairs Director/Town Clerk
Jennifer Phillips Community Participation Coordinator

SUBJECT: Appointments to the Historic District Commission

Recommended Council Action

- That the Council make appointments to the Historic District Commission

Context with Key Issues

- The Council may make four (4) appointments to the committee, effective June 30, 2015

Council Goal:

- Create A Place for Everyone
- Facilitate Getting Around
- Develop Good Places, New Spaces
- Nurture Our Community
- Support Community Prosperity and Engagement

Attachments

- Ballot
- Applications
- Recommendations

BALLOT

HISTORIC DISTRICT COMMISSION

JUNE 8, 2015

Total Membership:	10	(members must reside within the planning jurisdiction of Chapel Hill)
Current Membership:	10	(5 Female, 5 Male, 10 Caucasian)
Number of Vacancies:	0	(4 Vacancies effective June 30, 2015)
Number of Applicants:	3	

APPLICANTS

You may vote for up to four applicants.

_____Craig Alan Carbrey

_____Elizabeth A. Farris

_____Mary Frances Vogler

_____Other; please list: _____

_____

Council Member Signature

APPLICATION FOR MEMBERSHIP ON ADVISORY BOARD, COMMISSION, COMMITTEE OR TASK FORCE

Status: eligible

TOWN OF CHAPEL HILL

Profile

Craig
First Name

Alan
Middle Initial

Carbrey
Last Name

carbrey@bellsouth.net
Email Address

2469 Wayfarer Court
Street Address

Suite or Apt

Chapel Hill
City

NC
State

27514
Postal Code

Home: 919-942-7598
Primary Phone

Business: 919-967-0158
Alternate Phone

Residency within the Town limits is required for membership on most Council advisory bodies. Memberships of some committees and task forces may be composed of up to forty percent of non-Town residents.

Chapel Hill Town limits (Purple)
What area do you live in?

Please consult the town maps **HERE** if you are unsure.

If you are a Chapel Hill Resident, How long have you lived here?

☒ 4-9 years

The Council encourages you to visit a meeting of the group that you are interested in serving on. Please choose no more than two groups from the list below to which you would like to apply.

Which Boards would you like to apply for?

Historic District Commission

Historic District Commission
Which Board is your First Choice?

If you chose "Other" from the list above, please specify specify:

Select one of the following

- ☐ answer 1
- ☐ answer 2
- ☐ answer 3

Interests & Experiences

ETHICS GUIDELINES FOR TOWN ADVISORY BOARDS AND COMMISSIONS

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- ☒ IAgree *

Please provide a brief statement outlining why you wish to serve on the Advisory Board(s), Commission(s), Committee(s) or Task Force(s) to which you are applying.

As an architect living and working in Chapel Hill I understand the importance of the built environment and its impact on our lives. Architecture combines historical, social, and economic concerns. Many of the projects that I work on entail preservation and adaptive reuse of existing and historic buildings. This gives me an understanding of how to balance the need for preservation with the concerns for adapting buildings to our modern lifestyles and technologies. The past and present can work in harmony. My training in architecture and knowledge of building design and construction make me uniquely qualified to be a member of the TOCH Historic District Commission. I appreciate the opportunity to be considered for this position.

You may submit a supporting document. However, most documents will be subject to the public records law, which means they will be posted on the website.

Upload a File (ex. Resume)

Applications will be kept on file from July 1st to June 30th of the same fiscal year. Please reapply each fiscal year if you are still interested in serving on an Advisory Board, Commission, Committee or Task Force and have not yet been appointed.

Demographics

In order to consider this application and provide some balance to the various boards, this personal information is required:

Caucasian/Non-Hispanic
Ethnicity

Male
Gender

35-54
Please select your age from the following list.

Architecht
Occupation

APPLICATION FOR MEMBERSHIP ON ADVISORY BOARD, COMMISSION, COMMITTEE OR TASK FORCE

Submit Date: Mar 23, 2015
Status: eligible

TOWN OF CHAPEL HILL

Profile

Elizabeth (First Name) | A (Middle Initial) | Farris (Last Name)

ebarno@gmail.com
Email Address

100 Nottingham Lane
Street Address

Suite or Apt

Chapel Hill
City

NC
State

27517
Postal Code

Mobile: (804) 363-8487
Primary Phone

Alternate Phone

Residency within the Town limits is required for membership on most Council advisory bodies. Memberships of some committees and task forces may be composed of up to forty percent of non-Town residents.

Chapel Hill Town limits (Purple)
What area do you live in?

Please consult the town maps **HERE** if you are unsure.

If you are a Chapel Hill Resident, How long have you lived here?

☒ 1-3 years

The Council encourages you to visit a meeting of the group that you are interested in serving on. Please choose no more than two groups from the list below to which you would like to apply.

Which Boards would you like to apply for?

Board of Adjustment, Historic District Commission

Historic District Commission
Which Board is your First Choice?

Question applies to Board of Adjustment.

Chapel Hill Town Resident

Select a Seat Category for Board of Adjustment

If you chose "Other" from the list above, please specify specify:

Select one of the following

- ☐ answer 1
- ☐ answer 2
- ☐ answer 3

Interests & Experiences

ETHICS GUIDELINES FOR TOWN ADVISORY BOARDS AND COMMISSIONS

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- ☒ I Agree *

Please provide a brief statement outlining why you wish to serve on the Advisory Board(s), Commission(s), Committee(s) or Task Force(s) to which you are applying.

I would like to serve on an advisory board so I can take part in and serve my community. I am especially interested in the Historic District Commission because I have a deep appreciation for the preservation of historic areas. I had the opportunity to live across the street from Colonial Williamsburg in the historic district

for several years and was impressed the maintenance of the community as well as the steps the community took to draw visitors in. However, I would be happy to serve in whatever capacity best serves the community.

You may submit a supporting document. However, most documents will be subject to the public records law, which means they will be posted on the website.

Upload a File (ex. Resume)

Applications will be kept on file from July 1st to June 30th of the same fiscal year. Please reapply each fiscal year if you are still interested in serving on an Advisory Board, Commission, Committee or Task Force and have not yet been appointed.

Demographics

In order to consider this application and provide some balance to the various boards, this personal information is required:

Caucasian/Non-Hispanic
Ethnicity

Female
Gender

25-34
Please select your age from the following list.

Attorney
Occupation

APPLICATION FOR MEMBERSHIP ON ADVISORY BOARD, COMMISSION, COMMITTEE OR TASK FORCE

Submit Date: May 11, 2015
Status: eligible

TOWN OF CHAPEL HILL

Profile

Mary
First Name

Frances
Middle Initial

Vogler
Last Name

mfvogler@nc.rr.com
Email Address

17 Rogerson Drive
Street Address

Suite or Apt

Chapel Hill
City

NC
State

27517
Postal Code

919-942-3262
Primary Phone

Home: (919) 720-2992
Alternate Phone

Residency within the Town limits is required for membership on most Council advisory bodies. Memberships of some committees and task forces may be composed of up to forty percent of non-Town residents.

Chapel Hill Town limits (Purple)
What area do you live in?

Please consult the town maps **HERE** if you are unsure.

If you are a Chapel Hill Resident, How long have you lived here?

☒ Greater than 10 years

The Council encourages you to visit a meeting of the group that you are interested in serving on. Please choose no more than two groups from the list below to which you would like to apply.

Which Boards would you like to apply for?

Historic District Commission

Historic District Commission
Which Board is your First Choice?

If you chose "Other" from the list above, please specify specify:

Select one of the following

- ☐ answer 1
- ☐ answer 2
- ☐ answer 3

Interests & Experiences

ETHICS GUIDELINES FOR TOWN ADVISORY BOARDS AND COMMISSIONS

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- ☒ I Agree *

Please provide a brief statement outlining why you wish to serve on the Advisory Board(s), Commission(s), Committee(s) or Task Force(s) to which you are applying.

I have served one term on HDC, and my commission is expiring. After much consideration, I have decided to apply for an additional term. I believe my record of service supports this decision.

You may submit a supporting document. However, most documents will be subject to the public records law, which means they will be posted on the website.

Upload a File (ex. Resume)

Applications will be kept on file from July 1st to June 30th of the same fiscal year. Please reapply each fiscal year if you are still interested in serving on an Advisory Board, Commission, Committee or Task Force and have not yet been appointed.

Demographics

In order to consider this application and provide some balance to the various boards, this personal information is required:

Caucasian/Non-Hispanic
Ethnicity

Female
Gender

over 55
Please select your age from the following list.

retired professor (NCCU)
Occupation

MEMORANDUM

TO: Mayor and Town Council

FROM: Benjamin Brodey, Historic District Commission Chair

SUBJECT: Recommendation for the Historic District Commission vacancies

DATE: June 8, 2015

RECOMMENDATION: The Historic District Commission met on Tuesday, May 12, 2015, and by a unanimous vote have made the following recommendation(s) to the Town Council for consideration:

- Craig Carbrey (Reappointment)
- Mary-Frances Vogler (Reappointment)

SPECIAL REQUEST(S): The Historic District Commission voted unanimously to postpone providing the Town Council with a recommendation on Elizabeth Farris's application for advisory board appointment until the June 9, 2015 meeting in the interest of learning more about Ms. Farris's expertise.

BACKGROUND: No comment.

TOWN OF CHAPEL HILL
NORTH CAROLINA

MEMORANDUM

Meeting Date: 06/08/2015
AGENDA #21

TO: Roger L. Stancil, Town Manager

FROM: Sabrina Oliver Communications and Public Affairs Director/Town Clerk
Jennifer Phillips Community Participation Coordinator

SUBJECT: Appointments to the Housing Advisory Board

Recommended Council Action

- That the Council make an appointment to the Housing Advisory Board

Context with Key Issues

- The Council may make one (1) appointments; one (1) Non Market Rate Housing Resident

Council Goal:

- Create A Place for Everyone
- Develop Good Places, New Spaces
- Nurture Our Community
- Support Community Prosperity and Engagement

Attachments

- Ballot
- Applications

BALLOT

HOUSING ADVISORY BOARD

JUNE 8, 2015

Total Membership:	9	(3 Homeowner or Tenant, 1 Non-Market Rate Housing Resident, 1 Affordable Housing Advocate, 1 Non-Profit Housing Provider/Professional, 1 For-Profit Developer, 1 Real Estate Broker, 1 Housing, Planning or Public Policy Expert)
Current Membership:	8	(6 Females, 2 Males; 2African American, 6 Caucasians)
Number of Vacancies:	1	(1 Non-Market Rate Housing Resident)
Number of Applicants:	1	

APPLICANTS

Non-Market Rate Housing Resident
Please vote for up to 1 applicant.

_____ John Cooley* _____ Other_____

_____

Council Member Signature

***Excerpt: Town of Chapel Hill Code of Ordinances**

Sec. 14-51. - Political activity.

No administrative official or employee of the town shall:

(d)

No town employee shall be appointed to nor serve on a town board or commission when such appointment or service would create a perception by a reasonable person of conflict of interest or influence over the work of the employee's operating department. This shall not apply to any special or ad hoc committees appointed by the council.

APPLICATION FOR MEMBERSHIP ON ADVISORY BOARD, COMMISSION, COMMITTEE OR TASK FORCE

Submit Date: May 12, 2015
Status: eligible

TOWN OF CHAPEL HILL

Profile

John
First Name

Middle Initial

Cooley
Last Name

johncooley06@gmail.com
Email Address

140 W. Franklin Street
Street Address

Unit 418
Suite or Apt

Chapel Hill
City

NC
State

27516
Postal Code

Mobile: (919) 960-1906
Primary Phone

Alternate Phone

Residency within the Town limits is required for membership on most Council advisory bodies. Memberships of some committees and task forces may be composed of up to forty percent of non-Town residents.

Chapel Hill Town limits (Purple)
What area do you live in?

Please consult the town maps **HERE** if you are unsure.

If you are a Chapel Hill Resident, How long have you lived here?

☒ 1-3 years

The Council encourages you to visit a meeting of the group that you are interested in serving on. Please choose no more than two groups from the list below to which you would like to apply.

Which Boards would you like to apply for?

Housing Advisory Board

Housing Advisory Board
Which Board is your First Choice?

Question applies to Housing Advisory Board .

Non-Market Rate Housing Resident

Select a Seat Category for the Housing Advisory Board

If you chose "Other" from the list above, please specify specify:

Select one of the following

- ☐ answer 1
- ☐ answer 2
- ☐ answer 3

Interests & Experiences

ETHICS GUIDELINES FOR TOWN ADVISORY BOARDS AND COMMISSIONS

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- ☒ IAgree *

Please provide a brief statement outlining why you wish to serve on the Advisory Board(s), Commission(s), Committee(s) or Task Force(s) to which you are applying.

Families from across the country move to Chapel Hill in droves for the beautiful university setting, strong public schools, proximity to a range of employment, diversity, eclectic food scene and access to entertainment and creativity in entrepreneurial ventures. Mutually beneficial development opportunities,

access to mixed income housing and thoughtfulness around the growing demand for student housing remains one of the prominent challenges faced by the Town of Chapel Hill. I am excited to combine my professional experiences and commitment to serving my community in order to ensure a successful future of our town's housing stock.

You may submit a supporting document. However, most documents will be subject to the public records law, which means they will be posted on the website.

Upload a File (ex. Resume)

Applications will be kept on file from July 1st to June 30th of the same fiscal year. Please reapply each fiscal year if you are still interested in serving on an Advisory Board, Commission, Committee or Task Force and have not yet been appointed.

Demographics

In order to consider this application and provide some balance to the various boards, this personal information is required:

African American
Ethnicity

Male
Gender

35-54
Please select your age from the following list.

Program Support at Hargraves Community Center, Architectural Photographer
Occupation

TOWN OF CHAPEL HILL
NORTH CAROLINA

MEMORANDUM

Meeting Date: 06/08/2015
AGENDA #22

TO: Roger L. Stancil, Town Manager

FROM: Sabrina Oliver Communications and Public Affairs Director/Town Clerk
Jennifer Phillips Community Participation Coordinator

SUBJECT: Appointments to the Stormwater Management Utility Advisory Board

Recommended Council Action

- That the Council make appointments to the Stormwater Management Utility Advisory Board

Context with Key Issues

- The Council may make four (4) appointments; two (2) Residential Property owner seats and two (2) Commercial Property member seats

Council Goal:

- Create A Place for Everyone
- Develop Good Places, New Spaces
- Support Community Prosperity and Engagement

Attachments

- Ballot
- Applications
- Recommendations

BALLOT

STORMWATER MANAGEMENT UTILITY ADVISORY BOARD

JUNE 8, 2015

Total Membership:	9	(5 Owners of single-family residential property within Chapel Hill; 3 Owners or employees of companies owning property within Chapel Hill used for multi-family, business, commercial, or non-profit purposes; 1 UNC at Chapel Hill employee)
Current Membership:	7	(3 Females, 4 Males; 7 Caucasian)
Number of Vacancies:	4	(2 Residential Property Owner, 2 Commercial Property Member)
Number of Applicants:	4	

APPLICANTS

Residential Property Owner

Please vote for up to 2 applicants.

_____Thomas Grizzle

_____Jean B. Yarnell

_____ Julianee McClintock (Incumbent)

_____Other; please list: _____

Commercial Property Member

Please vote for up to 2 applicants.

_____ Michele Drostin

_____ Thomas Grizzle

_____Other; please list: _____

_____

Council Member Signature

APPLICATION FOR MEMBERSHIP ON ADVISORY BOARD, COMMISSION, COMMITTEE OR TASK FORCE

Submit Date: Jun 01, 2015
Status: eligible

TOWN OF CHAPEL HILL

Profile

Michele
First Name

Middle Initial

Drostin
Last Name

michele.drostin@unc.edu
Email Address

UNC Institute for the Environment
Street Address

CB 1105
Suite or Apt

Chapel Hill
City

NC
State

27599
Postal Code

Business: (919) 966-9802
Primary Phone

Alternate Phone

Residency within the Town limits is required for membership on most Council advisory bodies. Memberships of some committees and task forces may be composed of up to forty percent of non-Town residents.

Orange County (Not Chapel Hill limits, ETJ or JPA)
What area do you live in?

Please consult the town maps **HERE** if you are unsure.

If you are a Chapel Hill Resident, How long have you lived here?

- ☐ 0-12 months
- ☐ 1-3 years
- ☐ 4-9 years
- ☐ Greater than 10 years

The Council encourages you to visit a meeting of the group that you are interested in serving on. Please choose no more than two groups from the list below to which you would like to apply.

Which Boards would you like to apply for?

Stormwater Management Utility Advisory Board

Stormwater Management Utility Advisory Board

Which Board is your First Choice?

Question applies to Stormwater Management Utility Advisory Board .

Owners or Employees of companies owning property within Chapel Hill used for multi-family, business, commercial, or non-profit purposes

Select a Seat Category for the Stormwater Management Utility Advisory Board

If you chose "Other" from the list above, please specify specify:

Select one of the following

- ☐ answer 1
- ☐ answer 2
- ☐ answer 3

Interests & Experiences

ETHICS GUIDELINES FOR TOWN ADVISORY BOARDS AND COMMISSIONS

Yes, if appointed, I pledge to comply with the following ethics guidelines for advisory boards and commissions as adopted by the Chapel Hill Town Council. (Other Council committees and OWASA are excluded.) Members of advisory boards and commissions shall not discuss, advocate, or vote on any matter in which they have a conflict of interest or an interest which reasonably might appear to be in conflict with the concept of fairness in dealing with public business. A conflict of interest or a potential conflict occurs if a member has a separate, private, or monetary interest, either direct or indirect, in any issue or transaction under consideration. Any member who violates this provision may be subject to removal from the board or commission. If the advisory board or commission member believes he/she has a conflict of interest then that member should ask the advisory board or commission to be recused from voting. The advisory board or commission should then vote on the question on whether or not to excuse the member making the request. In cases where the individual member or the advisory board or commission establishes a conflict of interest, then the advisory board or commission member shall remove themselves from the voting area. Any advisory board or commission member may seek the counsel of the Town Attorney on questions regarding the interpretation of these ethics guidelines or other conflict of interest matters. The interpretation may include a recommendation on whether or not the advisory board or commission member should excuse himself/herself from voting. The advisory board or commission member may request the Town Attorney respond in writing.

- ☒ IAgree *

Please provide a brief statement outlining why you wish to serve on the Advisory Board(s), Commission(s), Committee(s) or Task Force(s) to which you are applying.

I have worked closely with the Chapel Hill stormwater staff for several years and have worked with stormwater staff from other municipalities over the past 20 years primarily on community engagement efforts. I believe the Stormwater Management Board has a very important role and I would like to contribute what I can.

You may submit a supporting document. However, most documents will be subject to the public records law, which means they will be posted on the website.

Upload a File (ex. Resume)

Applications will be kept on file from July 1st to June 30th of the same fiscal year. Please reapply each fiscal year if you are still interested in serving on an Advisory Board, Commission, Committee or Task Force and have not yet been appointed.

Demographics

In order to consider this application and provide some balance to the various boards, this personal information is required:

Caucasian/Non-Hispanic
Ethnicity

Female
Gender

35-54
Please select your age from the following list.

UNC Institute for the Environment
Occupation

APPLICATION FOR MEMBERSHIP ON ADVISORY BOARD, COMMISSION, COMMITTEE OR TASK FORCE

Submit Date: May 21, 2015
Status: eligible

TOWN OF CHAPEL HILL

Profile

Thomas
First Name

B
Middle Initial

Grizzle
Last Name

griz@mindspring.com
Email Address

1541 Ferrell Road
Street Address

Suite or Apt

Chapel Hill
City

NC
State

27517
Postal Code

Home: (919) 967-5199
Primary Phone

Alternate Phone

Residency within the Town limits is required for membership on most Council advisory bodies. Memberships of some committees and task forces may be composed of up to forty percent of non-Town residents.

Chapel Hill Town limits (Purple)
What area do you live in?

Please consult the town maps **HERE** if you are unsure.

If you are a Chapel Hill Resident, How long have you lived here?

☒ Greater than 10 years

The Council encourages you to visit a meeting of the group that you are interested in serving on. Please choose no more than two groups from the list below to which you would like to apply.

Which Boards would you like to apply for?

Stormwater Management Utility Advisory Board

Stormwater Management Utility Advisory Board
Which Board is your First Choice?

Question applies to Stormwater Management Utility Advisory Board .

Owners or Employees of companies owning property within Chapel Hill used for multi-family, business, commercial, or non-profit purposes

Select a Seat Category for the Stormwater Management Utility Advisory Board

If you chose "Other" from the list above, please specify specify:

Select one of the following

☒ answer 2

Interests & Experiences

ETHICS GUIDELINES FOR TOWN ADVISORY BOARDS AND COMMISSIONS

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☒ IAgree *

Please provide a brief statement outlining why you wish to serve on the Advisory Board(s), Commission(s), Committee(s) or Task Force(s) to which you are applying.

I am a Chapel Hill native (nee 1958) who has lived here the majority of my life (CHHS class of 76). I am a business owner, a science-based consultancy with two employees. I have a long-term perspective that might otherwise be absent from a board. As a long-term resident, I want to give back to my beloved town. Nothing more complicated than that. Thanks for considering me.

You may submit a supporting document. However, most documents will be subject to the public records law, which means they will be posted on the website.

Upload a File (ex. Resume)

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Demographics

In order to consider this application and provide some balance to the various boards, this personal information is required:

Other

Ethnicity

Male

Gender

over 55

Please select your age from the following list.

toxicologist

Occupation

APPLICATION FOR MEMBERSHIP ON ADVISORY BOARD, COMMISSION, COMMITTEE OR TASK FORCE

Submit Date: May 22, 2015
Status: eligible

TOWN OF CHAPEL HILL

Profile

Julianee
First Name

Middle Initial

McClintock
Last Name

mcclintock.julie@ymail.com
Email Address

614 Beechtree Ct.
Street Address

Suite or Apt

Chapel Hill
City

NC
State

27514
Postal Code

Home: (919) 967-3661
Primary Phone

Mobile: (919) 259-0036
Alternate Phone

Residency within the Town limits is required for membership on most Council advisory bodies. Memberships of some committees and task forces may be composed of up to forty percent of non-Town residents.

Chapel Hill Town limits (Purple)
What area do you live in?

Please consult the town maps **HERE** if you are unsure.

If you are a Chapel Hill Resident, How long have you lived here?

☒ Greater than 10 years

The Council encourages you to visit a meeting of the group that you are interested in serving on. Please choose no more than two groups from the list below to which you would like to apply.

Which Boards would you like to apply for?

Stormwater Management Utility Advisory Board

Stormwater Management Utility Advisory Board
Which Board is your First Choice?

Question applies to Stormwater Management Utility Advisory Board .

Owners of Single-Family Residential Property within Chapel Hill

Select a Seat Category for the Stormwater Management Utility Advisory Board

If you chose "Other" from the list above, please specify specify:

Select one of the following

- ☐ answer 1
- ☐ answer 2
- ☐ answer 3

Interests & Experiences

ETHICS GUIDELINES FOR TOWN ADVISORY BOARDS AND COMMISSIONS

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- ☒ I Agree *

Please provide a brief statement outlining why you wish to serve on the Advisory Board(s), Commission(s), Committee(s) or Task Force(s) to which you are applying.

I care deeply about maintaining and improving stormwater management in Chapel Hill. I have enjoyed working with my colleagues and Chapel Hill stormwater staff to increase the effectiveness of the program and want to continue for another term.

You may submit a supporting document. However, most documents will be subject to the public records law, which means they will be posted on the website.

Upload a File (ex. Resume)

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Demographics

In order to consider this application and provide some balance to the various boards, this personal information is required:

Caucasian/Non-Hispanic
Ethnicity

Female
Gender

over 55
Please select your age from the following list.

Retired Air Quality Professional
Occupation

APPLICATION FOR MEMBERSHIP ON ADVISORY BOARD, COMMISSION, COMMITTEE OR TASK FORCE

Submit Date: Apr 22, 2015
Status: eligible

TOWN OF CHAPEL HILL

Profile

Jean
First Name

B
Middle Initial

Yarnell
Last Name

yarnelljean@gmail.com
Email Address

417 Ridgefield Rd.
Street Address

Suite or Apt

Chapel Hill
City

NC
State

27517
Postal Code

Home: (919) 967-7778
Primary Phone

Mobile: (919) 616-4053
Alternate Phone

Residency within the Town limits is required for membership on most Council advisory bodies. Memberships of some committees and task forces may be composed of up to forty percent of non-Town residents.

Chapel Hill Town limits (Purple)
What area do you live in?

Please consult the town maps **HERE** if you are unsure.

If you are a Chapel Hill Resident, How long have you lived here?

☒ Greater than 10 years

The Council encourages you to visit a meeting of the group that you are interested in serving on. Please choose no more than two groups from the list below to which you would like to apply.

Which Boards would you like to apply for?

Stormwater Management Utility Advisory Board

Stormwater Management Utility Advisory Board
Which Board is your First Choice?

Question applies to Stormwater Management Utility Advisory Board .

Owners of Single-Family Residential Property within Chapel Hill

Select a Seat Category for the Stormwater Management Utility Advisory Board

If you chose "Other" from the list above, please specify specify:

Select one of the following

- ☐ answer 1
- ☐ answer 2
- ☐ answer 3

Interests & Experiences

ETHICS GUIDELINES FOR TOWN ADVISORY BOARDS AND COMMISSIONS

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- ☒ I Agree *

Please provide a brief statement outlining why you wish to serve on the Advisory Board(s), Commission(s), Committee(s) or Task Force(s) to which you are applying.

As an owner of flood prone property, I am very interested in this issue and in the possible ways to rectify or ameliorate flooding. Also as an Environmental Anthropologist, I have some professional interest.

You may submit a supporting document. However, most documents will be subject to the public records law, which means they will be posted on the website.

Upload a File (ex. Resume)

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Demographics

In order to consider this application and provide some balance to the various boards, this personal information is required:

Caucasian/Non-Hispanic
Ethnicity

Female
Gender

over 55
Please select your age from the following list.

Anthropologist (retired)
Occupation

MEMORANDUM

TO: Mayor and Town Council

FROM: Julie McClintock, Chair

SUBJECT: Recommendation for the Stormwater Management Utility Advisory Board vacancies

DATE: June 1, 2015

RECOMMENDATION: The Stormwater Management Utility Advisory Board met on May 26, 2015 and, by unanimous votes, made the following recommendations to the Town Council for consideration:

- Julie McClintock, Reappointment, Residential
- Jean Yarnell, Appointment to complete Matt Witsil's remaining term (2017), Residential
- Tom Grizzle, Appointment, Business

SPECIAL REQUEST(S): None

BACKGROUND: None

TOWN OF CHAPEL HILL
NORTH CAROLINA

MEMORANDUM

Meeting Date: 06/08/2015
AGENDA #23

TO: Roger L. Stancil, Town Manager

FROM: Sabrina Oliver Communications and Public Affairs Director/Town Clerk
Jennifer Phillips Community Participation Coordinator

SUBJECT: Appointments to the Transportation and Connectivity Advisory Board

Recommended Council Action

- That the Council make appointments to the Transportation and Connectivity Advisory Board

Context with Key Issues

- The Council may make two (2) appointments; one (1) Chapel Hill Resident and one (1) Greenways Advocate effective June 30, 2015

Council Goal:

- Create A Place for Everyone
- Facilitate Getting Around
- Develop Good Places, New Spaces
- Support Community Prosperity and Engagement

Attachments

- Ballot
- Applications
- Recommendations

BALLOT
TRANSPORTATION AND CONNECTIVITY ADVISORY BOARD
June 8, 2015

Total Membership:	9 (4 Chapel Hill Resident, 2 Regional Collaboration, 1 Bicycle Advocate, 1 Greenways Advocate, 1 UNC Chapel Hill Student)
Current Membership:	9 (1 Female, 8 Males; 7 Caucasian, 1 Multi-Ethnic, 1 None Listed)
Number of Vacancies:	2 (Effective June 30, 2015: 1 Chapel Hill Residents, 1 Greenways Advocate)
Number of Applicants:	4

Chapel Hill Resident

Please vote for up to 1 applicants.

_____ Sarah Bruce

_____ Taylor Dansby

_____ Cinthya Garcia

_____ Paul Neebe

_____ Other_____

Greenways Advocate

Please vote for up to 1 applicant.

_____ Other_____

_____

Council Member Signature

APPLICATION FOR MEMBERSHIP ON ADVISORY BOARD, COMMISSION, COMMITTEE OR TASK FORCE

Submit Date: Mar 25, 2015
Status: eligible

TOWN OF CHAPEL HILL

Profile

Sarah
First Name

Middle Initial

Bruce, AICP, CFM
Last Name

sarahbruce76@yahoo.com
Email Address

500 Umstead Drive
Street Address

Apt. A203
Suite or Apt

Chapel Hill
City

NC
State

27516
Postal Code

Mobile: (704) 301-5992
Primary Phone

Alternate Phone

Residency within the Town limits is required for membership on most Council advisory bodies. Memberships of some committees and task forces may be composed of up to forty percent of non-Town residents.

Chapel Hill Town limits (Purple)
What area do you live in?

Please consult the town maps **HERE** if you are unsure.

If you are a Chapel Hill Resident, How long have you lived here?

☒ Greater than 10 years

The Council encourages you to visit a meeting of the group that you are interested in serving on. Please choose no more than two groups from the list below to which you would like to apply.

Which Boards would you like to apply for?

Planning Commission, Transportation and Connectivity Advisory Board

Transportation and Connectivity Advisory Board
Which Board is your First Choice?

Question applies to Planning Commission.

Chapel Hill Resident

Select a Seat Category for the Planning Commission

Question applies to Transportation and Connectivity Advisory Board .

Chapel Hill Resident

Select a Seat Category for the Transportation and Connectivity Advisory Board

If you chose "Other" from the list above, please specify specify:

Select one of the following

- ☐ answer 1
- ☐ answer 2
- ☐ answer 3

Interests & Experiences

ETHICS GUIDELINES FOR TOWN ADVISORY BOARDS AND COMMISSIONS

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☒ I Agree *

Please provide a brief statement outlining why you wish to serve on the Advisory Board(s), Commission(s), Committee(s) or Task Force(s) to which you are applying.

I have in or near Chapel Hill for the past 20 years, and I have been a user of alternative transportation for most of that time. Therefore, I am extremely interested in improving transportation facilities and services here, particularly now that I am unable to drive for medical reasons. I have a wide breadth of planning- and transportation-related experience. Feel free to view my LinkedIn profile at www.linkedin.com/in/sarahabruce.

You may submit a supporting document. However, most documents will be subject to the public records law, which means they will be posted on the website.

Sarah_Bruce_Resume.pdf
Upload a File (ex. Resume)

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Demographics

In order to consider this application and provide some balance to the various boards, this personal information is required:

Caucasian/Non-Hispanic
Ethnicity

Female
Gender

35-54
Please select your age from the following list.

planner
Occupation

Sarah A. Bruce, AICP, CFM

500 Umstead Drive, Apt. A203, Chapel Hill, NC 27516 • (704)301-5992
sbruce@hushmail.com • linkedin.com/in/SarahABruce

Education

University of North Carolina at Chapel Hill

- Masters of Regional Planning (12/2004): Masters Project on Adaptive Management
- Bachelor of Arts (12/1998): Interdisciplinary Studies (Art, Communications, and Anthropology)

Certifications & Affiliations

Certified Planner: American Institute of Certified Planners (AICP), American Planning Association

Co-founder and volunteer Board member: Greater Triangle Stewardship Development Awards (www.trianglestewardship.org) recognizing and promoting exemplary local land development projects

Co-founder and volunteer Board member: The Village Project, Inc. (www.thevillageproject.com), a community-based nonprofit promoting compact communities and multimodal transportation

Fellow: Natural Resources Leadership Institute (www.ncsu.edu/NRLI)

Certified Floodplain Manager: Association of State Floodplain Managers

Expertise

Integrated, resilient community planning	Project and budget management
Green infrastructure and asset management	Funding formulas and governmental appropriations
Stormwater and hazard mitigation	Public and stakeholder outreach & engagement
Planning and sustainability analytics	Copy editing, layout, and document production

Experience

Senior Planner, Triangle J Council of Governments (10/2007–Present)

Planner, Triangle J Council of Governments (11/2004–10/2007)

- Manage the regional Triangle Transportation Demand Management (TDM) Grant Program; coordinate all program evaluations and data collection, including commuter surveys, Annual Impact Reports, and implementation evaluations; maintain Long-Range TDM Plan and other program policies
- Evaluate local plans and ordinances for alignment with regulations, higher plans, and best practices
- Investigate innovative mechanisms to protect and enhance public goods (e.g., urban infrastructure, critical lands, etc.) and distribute costs in an equitable and fiscally sound manner
- Develop and manage intergovernmental planning and environmental conservation initiatives

Hazard Mitigation Planning Technical Assistant, NC Division of Emergency Management

(UNC-Chapel Hill graduate fellowship: part-time, 9/2003–5/2004; full-time, 5/2003–9/2003)

- Evaluated local hazard mitigation plans for compliance with rules and regulations
- Helped develop and refine hazard mitigation plan and review status tracking database
- Explained FEMA's updated rules for the federal Disaster Mitigation Act of 2000
- Provided hazard mitigation planning technical assistance to consultants and local staff

Desktop Publisher, National Institute of Environmental Health Sciences (contract: 8/1999–9/2002)

- Ensured timely production of the 250-page bimonthly Environmental Health Perspectives Supplement of conference event proceedings and manuscripts of peer-reviewed technical studies
- Designed tables and drew figures to communicate technical information clearly
- Streamlined processes for manuscript tracking and journal production
- Copy edited and laid out the 2001 National Toxicology Program brochure, which explains in lay terms the process used by federal agencies to regulate chemical compounds that affect human health

Computer Skills

Microsoft Word, Excel, Outlook, PowerPoint, Access; Adobe Acrobat, InDesign; ArcGIS; Google Maps; online collaboration, file sharing, and remote meeting tools

APPLICATION FOR MEMBERSHIP ON ADVISORY BOARD, COMMISSION, COMMITTEE OR TASK FORCE

Submit Date: Mar 10, 2015
Status: eligible

TOWN OF CHAPEL HILL

Profile

Taylor
First Name

Middle Initial

Dansby
Last Name

btdansby@gmail.com
Email Address

127 B North Street
Street Address

Suite or Apt

Chapel Hill
City

NC
State

27514
Postal Code

Home: (510) 435-1551
Primary Phone

Alternate Phone

Residency within the Town limits is required for membership on most Council advisory bodies. Memberships of some committees and task forces may be composed of up to forty percent of non-Town residents.

Chapel Hill Town limits (Purple)
What area do you live in?

Please consult the town maps **HERE** if you are unsure.

If you are a Chapel Hill Resident, How long have you lived here?

☒ 1-3 years

The Council encourages you to visit a meeting of the group that you are interested in serving on. Please choose no more than two groups from the list below to which you would like to apply.

Which Boards would you like to apply for?

Planning Commission, Transportation and Connectivity Advisory Board

Transportation and Connectivity Advisory Board
Which Board is your First Choice?

Question applies to Planning Commission.

Chapel Hill Resident

Select a Seat Category for the Planning Commission

Question applies to Transportation and Connectivity Advisory Board .

Chapel Hill Resident

Select a Seat Category for the Transportation and Connectivity Advisory Board

If you chose "Other" from the list above, please specify specify:

Select one of the following

- ☐ answer 1
- ☐ answer 2
- ☐ answer 3

Interests & Experiences

ETHICS GUIDELINES FOR TOWN ADVISORY BOARDS AND COMMISSIONS

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☒ I Agree *

Please provide a brief statement outlining why you wish to serve on the Advisory Board(s), Commission(s), Committee(s) or Task Force(s) to which you are applying.

I am a Chapel Hill native who has recently returned after thirteen years living in Berkeley, CA and New Haven, CT. I am passionate about the direction the town will take moving forward. I taught for five years at the Yale School of Architecture as a digital/manual expert. I believe I would be a thoughtful and dynamic addition to a board, commission, or Task Force.

You may submit a supporting document. However, most documents will be subject to the public records law, which means they will be posted on the website.

Upload a File (ex. Resume)

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Demographics

In order to consider this application and provide some balance to the various boards, this personal information is required:

Caucasian/Non-Hispanic
Ethnicity

Male
Gender

35-54
Please select your age from the following list.

Artist
Occupation

APPLICATION FOR MEMBERSHIP ON ADVISORY BOARD, COMMISSION, COMMITTEE OR TASK FORCE

Submit Date: May 10, 2015
Status: submitted

TOWN OF CHAPEL HILL

Profile

Cinthya
First Name

G
Middle Initial

Garcia
Last Name

cgarci17@live.unc.edu
Email Address

2701 Homestead Rd.
Street Address

APT 1013
Suite or Apt

Chapel Hill
City

NC
State

27516
Postal Code

Mobile: (713) 478-6576
Primary Phone

Alternate Phone

Residency within the Town limits is required for membership on most Council advisory bodies. Memberships of some committees and task forces may be composed of up to forty percent of non-Town residents.

Chapel Hill Town limits (Purple)
What area do you live in?

Please consult the town maps **HERE** if you are unsure.

If you are a Chapel Hill Resident, How long have you lived here?

☒ 0-12 months

The Council encourages you to visit a meeting of the group that you are interested in serving on. Please choose no more than two groups from the list below to which you would like to apply.

Which Boards would you like to apply for?

Parks, Greenways and Recreation Commission, Transportation and Connectivity Advisory Board

Parks, Greenways & Recreation Commission
Which Board is your First Choice?

Question applies to Parks, Greenways and Recreation Commission.

Chapel Hill Resident

Select a Seat Category for the Parks, Greenways and Recreation Commission

Question applies to Transportation and Connectivity Advisory Board .

UNC Chapel Hill Student

Select a Seat Category for the Transportation and Connectivity Advisory Board

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If you chose "Other" from the list above, please specify specify:

Select one of the following

- ☐ answer 1
- ☐ answer 2
- ☐ answer 3

Interests & Experiences

ETHICS GUIDELINES FOR TOWN ADVISORY BOARDS AND COMMISSIONS

Yes, if appointed, I pledge to comply with the following ethics guidelines for advisory boards and commissions as adopted by the Chapel Hill Town Council. (Other Council committees and OWASA are excluded.) Members of advisory boards and commissions shall not discuss, advocate, or vote on any matter in which they have a conflict of interest or an interest which reasonably might appear to be in conflict with the concept of fairness in dealing with public business. A conflict of interest or a potential conflict occurs if a member has a separate, private, or monetary interest, either direct or indirect, in any issue or transaction under consideration. Any member who violates this provision may be subject to removal from the board or commission. If the advisory board or commission member believes he/she has a conflict of interest then that member should ask the advisory board or commission to be recused from voting. The advisory board or commission should then vote on the question on whether or not to excuse the member making the request. In cases where the individual member or the advisory board or commission establishes a conflict of interest, then the advisory board or commission member shall remove themselves from the voting area. Any advisory board or commission member may seek the counsel of the Town Attorney on questions regarding the interpretation of these ethics guidelines or other conflict of interest matters. The interpretation may include a recommendation on whether or not the advisory board or commission member should excuse himself/herself from voting. The advisory board or commission member may request the Town Attorney respond in writing.

☒ I Agree *

Please provide a brief statement outlining why you wish to serve on the Advisory Board(s), Commission(s), Committee(s) or Task Force(s) to which you are applying.

As a graduate student of UNC who fell in love with Chapel Hill and hopes to stay and permanently live in the area post graduation, I am interested in becoming more involved with the town and become part of improvements in transportation as well as an advocate for the green spaces as I run and love the Carolina North Forest.

You may submit a supporting document. However, most documents will be subject to the public records law, which means they will be posted on the website.

Resume.CinthyaGarcia.NC.03.30.15.pdf
Upload a File (ex. Resume)

Applications will be kept on file from July 1st to June 30th of the same fiscal year. Please reapply each fiscal year if you are still interested in serving on an Advisory Board, Commission, Committee or Task Force and have not yet been appointed.

Demographics

In order to consider this application and provide some balance to the various boards, this personal information is required:

Hispanic
Ethnicity

Female
Gender

18-24
Please select your age from the following list.

UNC Graduate Student/Summer Hospital Administration Intern
Occupation

CINTHYA GARCIA

2701 HOMESTEAD RD. APT 1013, CHAPEL HILL, NC 27516
(713)-478-6576 • CGARCI17@LIVE.UNC.EDU

EDUCATION

UNC Gillings School of Public Health — Chapel Hill, NC
MHA, Master of Health Administration, Expected Graduation: May 2016

Johns Hopkins University — Baltimore, MD
BA Neuroscience, Minor: Spanish Literature, Graduated: May 2013

MacArthur High School — Houston, TX
Salutatorian, Ranked 2/625 students, Graduated: May 2009

RELEVANT COURSEWORK

- Statistical Methods
- Institute for Healthcare Improvement-Certified
- Operations Research
- Public Health Concepts & Systems Context
- Management Accounting
- Healthcare Reimbursement
- Healthcare in the US-Structure & Policy
- Healthcare Quality & Information Management
- Healthcare Strategies and Marketing
- Leadership and Management in Healthcare Org
- Healthcare Financial Accounting
- Hospital Functions and Operations

EXPERIENCE

HBO's TV Show VEEP, Season 3 — Baltimore, MD
Assistant to Exec Producers Chris Godsick &Frank Rich — August 2013-March 2014

- High paced problem solving & managing of production problems as they arose
- Managed & analyzed production budgets & expenses
- Successfully communicated across departments
- Managed and coordinated schedules of executive producers

MEDLIFE (Medicine, Education, and Development for Low Income Families Everywhere) — Baltimore, MD
JHU Chapter Co-Founder & Treasurer — Sept 2010-May 2013

- Recruited over 60 members
- Planned and implemented week long medical brigades to Peru & Ecuador
- Organized and fundraised over $3,500 over three semesters
- Spread awareness on global health issues and health problems
- Interviewed and elected chapter's board of officers
- Collaborated for continual growth and improvement of chapter with other board officers

Esperanza Center, Catholic Charities of Baltimore — Baltimore, MD
Health Services & Clinic Intern — Summer 2012-July 2013

- Interviewed and communicated with staff to assess current clinic condition and needs
- Translated from Spanish/English for patients/doctors
- Implemented changes in patient intake forms to improve efficiency
- Designed and published a clinic advertisement for the local Latino newspaper
- Planned and created an official volunteer manual
- Participated in staff meetings to present novel ideas
- Planned and created official volunteer manual

Piedmont Health Services, Inc. — Carrboro, NC
Health Care & Social Media Intern — Summer 2010

- Implemented social networking improvement project
- Collaborated with C.E.O. Brian Tooney
- Collaborated for the re-launch of clinic website
- Participated in staff & board-of-director meetings
- Traveled to clinic sites to evaluate site efficiency
- Recommendations implemented in clinic's website re-launch
- Created final report of project progress
- Presented final project at UNC-SPHF poster presentations event

Martin S. Pomper Neuroradiology Lab, Johns Hopkins Hospital — Baltimore, MD
Clinical Research Assistant of Dr. Jennifer Coughlin — August 2011- May 2013

- Published paper in Neurobiology of Disease, Feb 2015 edition on brain atrophy in former NFL players
- Coordinated patient clinic visits to complete study
- Collaborated with doctors for study recruitment
- Second study on potentially an early clinical diagnostic tool for the cognitive decline in Lupus
- Analyzed neural data, drew regions of interest, ROI

PROFESSIONAL ORGANIZATION MEMBERSHIPS

- HFMA- Healthcare Financial Management Ass.
- National Forum for Latino Healthcare Executives
- UNC-CH Healthcare Executives Student Ass.
- HPM Student Council GPSF Liason
- Lean Six Sigma Yellow Belt training at UNC HC
- UNC Healthcare Improvement Group
- MGMA- Medical Group Management Association (North Carolina Chapter)

SKILLS

Microsoft Office skills: Advanced Word & PowerPoint, Intermediate Excel, and Basic Access, Publisher & Graphics
Languages: Spanish and English

APPLICATION FOR MEMBERSHIP ON ADVISORY BOARD, COMMISSION, COMMITTEE OR TASK FORCE

Submit Date: Apr 22, 2015
Status: eligible

TOWN OF CHAPEL HILL

Profile

Paul
First Name

Middle Initial

Neebe
Last Name

neebe@bellsouth.net
Email Address

1002 Highland Woods Road
Street Address

Suite or Apt

Chapel Hill
City

NC
State

27517
Postal Code

Home: (919) 967-1554
Primary Phone

Alternate Phone

Residency within the Town limits is required for membership on most Council advisory bodies. Memberships of some committees and task forces may be composed of up to forty percent of non-Town residents.

Chapel Hill Town limits (Purple)
What area do you live in?

Please consult the town maps **HERE** if you are unsure.

If you are a Chapel Hill Resident, How long have you lived here?

☒ Greater than 10 years

The Council encourages you to visit a meeting of the group that you are interested in serving on. Please choose no more than two groups from the list below to which you would like to apply.

Which Boards would you like to apply for?

Parks, Greenways and Recreation Commission, Transportation and Connectivity Advisory Board

Transportation and Connectivity Advisory Board
Which Board is your First Choice?

Question applies to Parks, Greenways and Recreation Commission.

Chapel Hill Resident

Select a Seat Category for the Parks, Greenways and Recreation Commission

Question applies to Transportation and Connectivity Advisory Board .

Bicycle Advocate and Chapel Hill Resident

Select a Seat Category for the Transportation and Connectivity Advisory Board

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Greenways and/or resident

If you chose "Other" from the list above, please specify specify:

Select one of the following

- ☐ answer 1
- ☐ answer 2
- ☐ answer 3

Interests & Experiences

ETHICS GUIDELINES FOR TOWN ADVISORY BOARDS AND COMMISSIONS

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☒ I Agree *

Please provide a brief statement outlining why you wish to serve on the Advisory Board(s), Commission(s), Committee(s) or Task Force(s) to which you are applying.

I have previously served on the BIPED advisory board and also currently on the Friends of Parks and Greenways Board and BACH (Bicycle Alliance of Chapel Hill). I would like to continue serving Chapel Hill.

You may submit a supporting document. However, most documents will be subject to the public records law, which means they will be posted on the website.

Upload a File (ex. Resume)

Applications will be kept on file from July 1st to June 30th of the same fiscal year. Please reapply each fiscal year if you are still interested in serving on an Advisory Board, Commission, Committee or Task Force and have not yet been appointed.

Demographics

In order to consider this application and provide some balance to the various boards, this personal information is required:

Caucasian/Non-Hispanic
Ethnicity

Male
Gender

35-54
Please select your age from the following list.

Musician/Real Estate Broker
Occupation

MEMORANDUM

TO: Mayor and Town Council

FROM: Rainer Dammers, Chair

SUBJECT: Recommendation for the Transportation and Connectivity Advisory Board Vacancy(s)

DATE: April 21, 2015

RECOMMENDATION: The Transportation and Connectivity Advisory Board met on Tuesday, April 21, 2015 and by a unanimous 5-0 vote have made the follow recommendations to the Town Council for consideration:

- Jeff Charles, Reappointment, Regional Collaboration
- Mark Stanton, Reappointment, Chapel Hill Resident
- Sarah Bruce, Appointment, Greenways Advocate
- Taylor Dansby, Appointment to fill vacancy created by Rainer Dammers resignation, Bicycle Advocate
- Michael Parker, Reappointment, Transportation Champion

SPECIAL REQUEST(S):

No Comment.

BACKGROUND:

At the time of the Board meeting Mark Stanton had informed the Board he had not yet submitted his application but was planning on doing so. The Board's recommendation for his reappointment is contingent upon the completion of his application.