

**SUMMARY OF
PLANNING BOARD ACTION**

Subject: Land Use Management Ordinance Text Amendment creating a University-1 (U-1) Zoning District.

Meeting Date: June 2, 2009

Recommendation: That the Council enact the proposed text amendment.

Vote: **7-0**

Ayes: George Cianciolo (Chair), Michael Collins (Vice-Chair), John Ager, Jason Baker, Andrea Rohrbacher, Del Snow, and Judy Weseman

Nays: none

Issues: none

Prepared by: George Cianciolo, Chapel Hill Planning Board Chair
Gene Poveromo, Staff

**SUMMARY OF
PLANNING BOARD ACTION**

Subject: Carolina North Development Application to Rezone to the proposed University-1 (U-1) Zoning District.

Meeting Date: June 2, 2009

Recommendation: That the Council enact the proposed rezoning.

Vote: **7-0**

Ayes: George Cianciolo (Chair), Michael Collins (Vice-Chair), John Ager, Jason Baker, Andrea Rohrbacher, Del Snow, and Judy Weseman

Nays: none

Issues: none

Prepared by: George Cianciolo, Chapel Hill Planning Board Chair
Gene Poveromo, Staff

**SUMMARY OF
PLANNING BOARD ACTION**

Subject: Carolina North Development Agreement.

Meeting Date: June 9, 2009

Recommendation: That the Town Council incorporates the following edits (attached) to the proposed Development Agreement.

George Cianciolo (Chair), Michael Collins (Vice-Chair), John Ager, Jason Baker, Andrea Rohrbacher, Del Snow, and Judy Weseman

Prepared by: George Cianciolo, Chapel Hill Planning Board Chair
Gene Poveromo, Staff

THIS FIVE PAGE DOCUMENT INCLUDES SELECTIVE SECTIONS OF THE DEVELOPMENT AGREEMENT HIGHLIGHTING (track-changes) RECOMMENDED EDITS AND CONCERNS AS DISCUSSED BY THE PLANNING BOARD ON JUNE 9, 2009.

The Planning Board recommends that the Council and Trustees complete the draft of the CN Development Agreement prior to the Council's summer recess but that the public hearing on the DA and the LUMO text amendment be recessed until September. We believe that this action will allow the citizens of Chapel Hill as well as the Council Members, Trustees, and staffs, to step back, catch their breath, and take a long, thorough look at these documents and fully understand the complexity and ramifications of the actions being considered.

DEVELOPMENT AGREEMENT

BY AND BETWEEN

THE UNIVERSITY OF NORTH CAROLINA AT CHAPEL HILL

AND

THE TOWN OF CHAPEL HILL, NORTH CAROLINA

Effective Date: **July 1, 2009**

ARTICLE 4. TERMS

4.2 Term. That the Development Agreement be for a term of no greater than 10 years with a provision for automatic renewal for an equal term unless either party notifies the other of their intent to not renew within 1 year of the termination date. e 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 hereto or their successors in interest or is otherwise terminated pursuant to the terms of this Agreement.

This twenty (20) year term has been established by the parties as a reasonable estimate of the time required to carry out the Project subject to this Agreement and to obtain the public benefits of the Project. 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 Project. All of the development authorized by this Agreement must be initiated within the term of the Agreement, but expiration of the twenty (20) year term shall not terminate mutually agreed to obligations and commitments included within this Agreement that are expressly specified to extend beyond the term of the Agreement.

ARTICLE 5. SPECIFIC STANDARDS AND MITIGATION MEASURES

4. Housing

5.4.1. A minimum of ~~25~~33% of the total floor space in the Carolina North Project covered by the Agreement shall be devoted to housing. Of the three million total square feet of building space authorized by this Agreement, no less than 750,000 square feet of building space shall be devoted to housing. Subject to the availability of a certificate of adequacy of public school facilities, at least 200,000 square feet of housing shall be included in the initial 800,000 square feet of total building space in the Carolina North Project.

5.4.4. The housing provided within the Carolina North Project shall have a full range of affordability. That the range of affordable housing provided shall be fully intergrated within the entire income range in each group of compact, multi-family units. While the University may provide housing opportunities at Carolina North for the full income range of those employed on the Carolina North site, a primary emphasis shall be in provision of housing that is affordable for those working on the site and that is not otherwise available in the Chapel Hill housing market. At a minimum, the housing provided shall meet the Town affordable housing goals as set forth in the Town's comprehensive plan and ordinances in effect as of the date of this Agreement. Prior to the approval of the first individual site development plan under this Agreement that includes housing, the University shall secure the Manager's approval of the measures the University will use to maintain housing affordability over time. To secure the Manager's approval, the University shall submit a report of the measures it will undertake and the Manager shall approve those measures if they are reasonably designed to meet the applicable permanent affordability goals. This section shall be applicable to all non-student housing within the Carolina North Project, whether owner-occupied or rental and whether publicly or privately owned.

5. Preservation of Open Space and Natural Areas

G.5.1. *Conservation Area.*

- a. Subject to obtaining any required State of North Carolina approval, the University shall convey one or more conservation easements for the areas described in this Section to the State, a local government, or a body that is both organized to receive and administer lands for conservation purposes and qualified to receive charitable contributions pursuant to G.S. 105-130.9. The conservation area required by this section comprises approximately a minimum of 311 acres.

5.5.2 *Limited Development Area.*

- e. The following land uses and activities within the limited development area that do not involve the construction or use of a building shall be undertaken in a manner substantially consistent with the terms of this Agreement and the University shall include a report of all such activities undertaken in the previous year in the Annual Report required by this Agreement:
 - 1) University chilled water, steam, electric duct bank, water, and telecommunication lines;
 - 2) University reclaimed water line (with OWASA);
 - 3) Maintenance and improvements to existing utility lines;
 - 4) Stormwater lines and improvements;
 - 5) Stormwater structures;

- 6) Public utility lines traversing site (Duke Energy, PSNC, etc.);
 - 7) Utility structures without a building (e.g., electrical substation);
 - 8) Alterations to utility equipment (generator, other mechanical components);
 - 9) Site storage and construction staging areas;
 - 10) Stream restoration projects;
 - 11) Greenways and other paved trails;
 - 12) Public art; and,
 - 13) Site clearing for any other purpose provided there is no more than one acre of clearing for any individual project COMMENT: what constitutes a project? that the cumulative total site clearing during a calendar year shall not exceed 5 acres, and the total amount of cumulative clearing over the life of this agreement is consistent with the maintenance of tree canopy coverage for the Carolina North Tract as provided in Section 5.21.1 of this Agreement.
- g. An elementary school provided pursuant to Section 5.14 of this Agreement may be sited within the limited development area provided the entity responsible for construction of the school secures a conditional use permit from the Council. The Council shall issue such permit upon finding the school meets the following standards:
- (1) That the use is located, designed, and proposed to be operated so as to maintain or promote the public health, safety, and general welfare;
 - (2) That the use is located, designed, and proposed to be operated so as to maintain or enhance the value of contiguous property, or that the use is a public necessity;
 - (3) That the use conforms with the general plans for the physical development of the Town as embodied in the Comprehensive Plan; and
 - (4) That the use conforms with the applicable terms of this Agreement.
- The process established by Section 4.5.3 of the LUMO shall be followed in the consideration of this conditional use permit and Sections 4.5.4 and 4.5.5 shall apply to modification, expiration, and revocation of this conditional use permit.

The location and size of the school shall be coordinated with the needs identified through the process set by the Adequate Public School Facilities section of the LUMO and the Memorandum of Understanding between Orange County, Chapel Hill, Carrboro, and the Chapel Hill/Carrboro School Board referenced in that section of the LUMO.

6. Stormwater Management

5.6.2. A conceptual stormwater management plan for the entire Carolina North project shall be submitted with the initial site development plan application. The conceptual stormwater management plan shall include hydrologic analyses of the existing conditions' conditions' (pre-development) and the undeveloped conditions' conditions (meadow). At a minimum, the proposed conditions hydrology will not exceed the pre-development (existing) conditions as specified in this agreement. Additionally, the University will strive to make the proposed conditions' conditions hydrology match the undeveloped (meadow) conditions' conditions, to the maximum extent practicable. If the University is unable to match the post development hydrology to the pre-development modeled hydrology conditions, the University must appeal this variance to the Town's stormwater manager and obtain approval from same. The conceptual stormwater management plan will identify the discharge points from the development area and the limited development area that will be analyzed with each site development plan application.

8. Transportation: Transit, Parking, Streets, Sidewalks

5.8.2. All roads and streets within the Carolina North Project that may support public transit in the future shall be designed and constructed to meet Town standards for roads that support such use. All pedestrian and bicycle facilities within the Carolina North Project shall be designed and constructed to meet or exceed minimum Town standards unless otherwise approved by the Town Manager.

5.8.3. Prior to the approval of the first individual site development plan pursuant to this Agreement, the University shall submit and secure the Manager's approval of guidelines for ownership and maintenance responsibilities of streets, bicycle, pedestrian, and greenway facilities within the entire Carolina North Project.

The University and Town shall follow all mandated procedures for offer and acceptance of any streets, bicycle, pedestrian or greenway facilities proposed for Town ownership or maintenance.

An updated Transportation Impact Analysis shall be required for any change to a proposed land use that increases the intensity of such use by 10% or more.

Land Use	Unit	Baseline UNC-CH Campus Ratios		Constrained Ratios (-10%)	
		Parking Ratio	Parking Spaces	Parking Ratio	Parking Spaces
University – Employees	2,560 Employees	0.50	1,280	0.45	1,152
University – Commuting Students	2,000 Students	0.25	500	0.23	460
University – Visitors	1,280,000 sf	0.20	256	0.18	230
Private R&D	700,000 sf	2.50	1,750	2.25	1,575
Housing	750 Units	1.25	938	1.15	862
Civic/Retail	70,000 sf	1.50	105	1.35	95
UNC Healthcare – Employee	800 Employees	0.50	400	0.45	360
UNC Healthcare – Patient/Visitor	200,000 sf	2.50	500	2.25	450
Fields	3 Fields	35	105	20	60
Total Parking Supply			5,834		5,244
Reduction in Parking Supply					(589) -10 %

5.8.9. Short range transit plans.

- a. A Short Range Transit Plan (SRTP) for the Chapel Hill Transit service area affected by the Carolina North Project shall be prepared by the Town and updated in response to the results of each TIA update, commencing with the December 2009 TIA update. Each SRTP shall merge Chapel Hill Transit planning with plans for development at Carolina North and shall consider issues of internal circulation, transit hubs, and policies necessary to maximize transit use as outlined in the Town's SRTP Guidelines in effect at the time of the plan.
- b. The University shall participate in the SRTP process and include in its Annual Report to the Town Manager updated information on the current status of transit planning for Carolina North and coordination with the SRTP process.
- c. Services that are implemented as a direct result of Carolina North development shall be funded on a prorated basis as determined appropriate by the Public Transit Committee. The provision of dedicated services to Carolina North shall not take precedent over the priority of maintaining existing services to the community (see /section 5 9.3, regarding Fiscal Impact).
- d. The Manager may suspend approval of all individual site development permits pursuant to this Agreement if a mutually satisfactory updated cost sharing agreement is not agreed to by the University and Town within twelve months of the completion of each updated SRTP prepared pursuant to this

Agreement. Unless otherwise mutually agreed by the parties, this Agreement shall be deemed terminated by mutual consent of the parties if the suspension of individual site development permits continues for twelve (12) months in duration.

- (e) An appropriate facility for transit service shall be provided at the intersection of Martin Luther King Jr. Blvd. and the central greenway within the Carolina North Project, as identified in the SRTP and approved by the Town Manager.

(f) No building shall be occupied until such time that all required transit services for such building, as identified by the SRTP, are constructed and operable.

5.8.13. Cost and Schedule for Additional Improvements. The University shall either design and install or reimburse the Town for the cost of design and construction including costs associated with acquisition of right-of-way or permanent construction or maintenance easements of the transportation and traffic improvements set forth in Section 5.8.C of this Agreement. These improvements are not required to be installed prior to the completion of 400,000 square feet of floor area development within the Carolina North Project, but shall be completed prior to the completion of 800,000 square feet of floor area development within the Carolina North Project unless otherwise required in this Section or approved by the Town Manager. If the University chooses to reimburse the Town the total cost shall include actual design and construction costs and staff time for administration of the design and construction contracts. A proposed schedule for the improvements shall be submitted with the first site development permit application. Each updated TIA shall include a review of additional information and proposed additional improvements or adjustments to mitigation measures to address adverse impacts of growth at Carolina North, Such adjustments, reasonably consistent with the Carolina North Plan approved by the Council, may be approved by the Town.

5.8.14. Traffic Calming Improvements. The exact location, design, and construction details of traffic calming devices must be reviewed with area residents and must be approved by the Town Manager and North Carolina Department of Transportation (NCDOT) on the State roads. The Town Manager may modify or revise the proposed traffic calming devices based on updated findings of each TIA. Streets identified for traffic calming measures are:

- (a) Piney Mountain Road;
- (b) Hillsborough Street;
- (c) Seawell School Road;
- (d) North Elliott Road/Curtis Road/Caswell Road;
- (e) Northwoods Road;
- (f) North Lakeshore Drive;
- (g) Barclay Road ; and
- (h) Kingston Drive;
- ~~(g)~~(i) Weaver Dairy Road Extension; and
- ~~(h)~~(j) Airport Drive for improvements to the existing speed table.

11. Water Use, Reuse, and Reclamation and Utility Siting

5.11.5 All utility work, that is located outside the boundary of the Carolina North development and is required to provide service to the Carolina North development, shall be located underground.

21. Trees and Landscaping in Developed Areas

5.21.1. The developed area of the Carolina North Project shall include significant street, landscape and natural plantings and landscaped areas and tree protection measures. A portion of the tree and landscape areas may also have a stormwater management function at Carolina North, including those located in roadways. The University shall use its best efforts throughout the development of the Carolina North Project to maintain or increase the total amount of ~~tree cover~~ tree canopy coverage on the Carolina North Tract.

23. Neighboring Lands, Compatibility, Buffers

5.23.3. The University shall conduct a meeting with opportunity for citizen participation and attendance by a Town staff representative; for the purpose of discussing possible design features of new facilities prior to submission of each individual site development permit application for facilities in designated PTAs. The University shall distribute notice of the meeting to the Chair of the Town's Community Design Commission and

to all property owners within 1,000 feet of the PTA. This notice shall specify the date, time, location and purpose of the meeting. This notice shall be mailed or otherwise distributed no later than two weeks prior to the meeting. Minutes of the meeting and the meeting attendance list shall be made publicly available before presentation of individual site development plans in the PTA to the Town for approval. The PTA process shall establish appropriate standards at borders of the development to minimize impacts on adjacent property. These standards shall address: (1) screening and noise reduction of mechanical equipment; (2) exterior lighting; (3) height limits; and (4) landscaping.