



ATTACHMENT 1

NOV 16 RECD
hand delivered

THE UNIVERSITY OF NORTH CAROLINA AT CHAPEL HILL
Office of the Chancellor

James C. Moeser
Chancellor

November 16, 2001

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Mayor Rosemary Waldorf
Town of Chapel Hill
306 North Columbia Street
Chapel Hill, NC 27514

Dear Rosemary:

At its meeting yesterday, the University Board of Trustees discussed the Town of Chapel Hill's Draft Memorandum of Understanding (version dated October 23, 2001). Similar to the discussion that my colleagues and I had with you and Council representatives last month, we were pleased to reach the conclusion that we had addressed most of the major issues via the recently approved development plan and the accompanying stipulations, and that we had completed or would soon initiate work on each of the other more routine operating matters.

Regarding matters involving Horace Williams, we remain willing to consider municipal needs and concerns. The Trustees prefer that further discussion about specific matters included in the Draft MOU take place within the context of future, more focused planning discussions for the Horace Williams Tract. We are pleased that Council members and citizens will participate on our planning advisory committee. Although that committee has not met since Council members were appointed, it will become more active after we develop our academic plan and other necessary planning information.

The Board has authorized me to send this letter to confirm its direction on Horace Williams planning as well as the other understandings that we have reached on the remaining elements of the MOU. The Board believes an MOU is unnecessary since the stipulations represent formal requirements that we have a responsibility to follow. Items not covered by stipulations are addressed in the attachment, which shall serve as a record of the agreements that resulted from the series of discussions we have had this year.

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At yesterday's meeting, the Board of Trustees expressed its deep appreciation for your leadership in accomplishing the approval of the University's development plan for the main campus and in helping to bring the Town and University to this successful conclusion of discussions about wide-ranging fiscal and policy issues as well as better cooperation in addressing operational matters. They and I wish you well as you open a new chapter in your life.

Very sincerely,



James Moeser

JM:bl
Attachment

Moeser/1116waldorf

UNIVERSITY RESPONSES TO 10/23/01 TOWN MOU DRAFT

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1. Town MOU Draft: The University's proposed Development Plan will include specific plans for the avoidance or mitigation of adverse impacts from the proposed development consistent with the requirements of the Office-Institutional 4 zoning district; and, the University will be responsible for the costs of necessary mitigation efforts.

UNIVERSITY RESPONSE: DONE. ADDRESSED VIA APPROVED DEVELOPMENT PLAN AND TOWN STIPULATIONS.

2. Town MOU Draft:
 - (a) Improvements on the Main Campus, the Mason Farm property, or the Horace Williams Tract that are developed for non-governmental use will pay property taxes or an equivalent payment in lieu of taxes based on the value of the improvements.
 - (b) Further, the owner or occupant of such improvements will make a payment in lieu of taxes equivalent to the amount of property tax that would be assessed against the land used if the land were taxable.

UNIVERSITY RESPONSE: THE UNIVERSITY WILL OBSERVE STATE LAWS EXEMPTING STATE PROPERTY FROM PROPERTY TAXATION AS WELL AS THE PROVISIONS OF STATE LAW RELATING TO MUNICIPAL CHARGES FOR PUBLIC ENTERPRISES. THE UNIVERSITY WILL USE REASONABLE EFFORTS TO ASSURE THAT IMPROVEMENTS MADE TO ITS LANDS FOR NON-GOVERNMENTAL, NON-UNIVERSITY, OR NON-UNIVERSITY AFFILIATED USES ARE SUBJECT TO PROPERTY TAXES OR AN EQUIVALENT PAYMENT BASED ON THE VALUE OF IMPROVEMENTS.

3. Town MOU Draft: The University will accept financial responsibility for the clean-up of the former landfill at the Horace Williams tract that was used for many years by the town and the University.

UNIVERSITY RESPONSE: ALTHOUGH THE UNIVERSITY ADMINISTRATION INITIALLY SUGGESTED THIS ITEM, RECENT DISCUSSION WITH THE BOARD OF TRUSTEES INDICATES THAT THE BOARD PREFERS TO DEFER A DECISION. THE BOARD BELIEVES THAT CONSIDERATION OF THIS, AND OTHER MATTERS CONCERNING HORACE WILLIAMS, SHOULD WAIT FOR MORE RELIABLE INFORMATION ABOUT THE DEVELOPMENT OF THIS TRACT.

4. Town MOU Draft: The University will continue to engage private contractors to collect, transport and dispose of solid waste generated at its existing facilities and at any new facilities.

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UNIVERSITY RESPONSE: THE UNIVERSITY AGREES.

5. Town MOU Draft: The University recognizes that its recent and future growth will force the town to be prepared for and respond to a substantially larger number of fire service and first-responder medical emergency service calls. The University and town will together seek to have the State fairly compensate the town for fire service to the University and the Hospital.

UNIVERSITY RESPONSE: THE UNIVERSITY AGREES.

6. Town MOU Draft:
- (a) The University and the Town agree to cooperate in developing specific strategies for the development of employer-employee housing.
- (b) The University agrees to make a payment in lieu of taxes to the Town for housing developed on the Horace Williams tract that is intended to meet needs different from the proposed employer-employee housing, with the exception of any University-owned student housing.

UNIVERSITY RESPONSE:

(a) THE UNIVERSITY AGREES. IT IS IN THE UNIVERSITY'S INTEREST TO INCREASE EMPLOYER-EMPLOYEE HOUSING FOR FACULTY AND STAFF.

(b) SEE RESPONSE UNDER NO. 2.

7. Town MOU Draft:
- (a) The University is committed to providing a bed for every additional undergraduate head. Based on present plans, the university expects to build ___ units of replacement student housing and ___ units of new student housing by 20___. [numbers and date to be added]
- (b) The University also expects to build ___ units of replacement student family housing and ___ units of new student family housing by 20___. [numbers and date to be added]

UNIVERSITY RESPONSE: DONE (MODIFIED TO REFLECT MORE ACCURATELY THE APPROVED DEVELOPMENT PLAN)

(A) THE UNIVERSITY IS COMMITTED TO PROVIDING A BED FOR EVERY ADDITIONAL UNDERGRADUATE HEAD. BASED ON THE DEVELOPMENT PLAN, THE UNIVERSITY EXPECTS TO RENOVATE STUDENT HOUSING REPRESENTING APPROXIMATELY 3700 BEDSPACES AND BUILD NEW FACILITIES REPRESENTING APPROXIMATELY 2000 NEW BEDSPACES, BY THE YEAR 2008.

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(B) THE UNIVERSITY ALSO EXPECTS TO BUILD 306 UNITS OF TWO-BEDROOM REPLACEMENT STUDENT FAMILY HOUSING ON THE MAIN CAMPUS BY 2008, WITH THE POTENTIAL FOR DEVELOPMENT OF UP TO 200 ADDITIONAL TWO-BEDROOM UNITS ON THE MAIN CAMPUS IN SUBSEQUENT YEARS.

8. Town MOU Draft: The University confirms its willingness to consider setting aside mutually acceptable sites for the Chapel Hill/Carrboro School System, for the construction of new schools, including possible sites at the Horace Williams tract and Glen Lennox properties, subject to the approval of the Board of Trustees and State authorities.

UNIVERSITY RESPONSE: AGREE, SUBJECT TO APPROVAL AND ANY RELATED CONDITIONS PLACED ON PROPERTY NEGOTIATIONS SPECIFIED BY THE BOARD AND STATE AUTHORITIES.

9. Town MOU Draft: The University and the Town, along with other interested municipalities and agencies will jointly plan for a "metropolitan area network" that has the potential to reduce greatly the cost of providing high speed connectivity between government and educational facilities. The University will pledge its expertise and high performance networking to enable sharing economies of scale and other mutual benefits in the acquisition and operation of such infrastructure.

UNIVERSITY RESPONSE: AGREE AND ALREADY UNDERWAY. THIS PROPOSAL WAS INITIATED BY THE UNIVERSITY.

10. Town MOU Draft: The University will continue its recent policy of collaborating with the Town in planning for, controlling and cleaning up after sports celebrations and will plan alternative celebration events and sites to keep students on campus and minimize disruption downtown. The University and the Town will establish a joint committee to communicate regularly regarding student matters and collaborate on strategies to address Town, neighborhood, and student concerns.

UNIVERSITY RESPONSE: AGREE AND ALREADY UNDERWAY.

11. Town MOU Draft: The University will construct additional recreational facilities for students at both the Main Campus and the Horace Williams tract so that Town parks and recreation facilities are less likely to be burdened by student use. For the Main Campus, such facilities will be included in the University's Development Plan.

UNIVERSITY RESPONSE: DONE. BOTH PLANS INCLUDE ADDITIONAL RECREATIONAL FACILITIES FOR STUDENTS.

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12. Town MOU Draft:
- (a) The University's Development Plan will include measures to avoid or mitigate the adverse impacts of stormwater runoff consistent with the requirements of the Office-Institutional 4 zoning district.
 - (b) The University and the Town agree to collaborate on mutually supportive strategies to improve stormwater management, although the University will continue to manage its own program for compliance with all applicable laws.

UNIVERSITY RESPONSE: DONE. ADDRESSED VIA APPROVED DEVELOPMENT PLAN AND TOWN STIPULATIONS.

13. Town MOU Draft: The University and the Town agree to appoint staff representatives to address options for regulation, enforcement, revenue sharing, and maintenance cost sharing for parking control on street segments bordering the University. Work will be initiated no later than January 2002.

UNIVERSITY RESPONSE: AGREE

14. Town MOU Draft: The University will continue the operation of and expand the student car storage lot.

UNIVERSITY RESPONSE: DONE. ADDRESSED VIA APPROVED DEVELOPMENT PLAN AND TOWN STIPULATIONS.

15. Town MOU Draft:
- (a) The University will explore the feasibility of and make a good faith effort to devise a means of requiring students to prove payment of the Town motor vehicle registration fee, or of collecting an equivalent fee for transmittal to the Town, at the time of issuing any parking permit to a student in residence in the community. This work will be conducted no later than January 2002.
 - (b) The University will take the lead in seeking legislation to permit such a practice if it determines that legislation is needed.

UNIVERSITY RESPONSE: THE UNIVERSITY WILL ASSIST THE TOWN BY INCLUDING INFORMATION IN PARKING REGULATIONS DISTRIBUTED TO THE CAMPUS COMMUNITY REGARDING THE TOWN MOTOR VEHICLE REGISTRATION.

16. Town MOU Draft: The University pledges to examine the feasibility of certain sites as possible recreation or parklands for community use.

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UNIVERSITY RESPONSE: AGREE. TO BE EXAMINED AS PLANNING FOR HORACE WILLIAMS CONTINUES.

17. Town MOU Draft: The University will invite the Town Council to appoint two representatives from Town government and two other community residents to serve on the Horace Williams Advisory Committee

UNIVERSITY REPOSE: THIS WAS ACTUALLY A UNIVERSITY PROPOSAL TO WHICH THE TOWN AGREED. COUNCIL MEMBERS HAVE ALREADY BEEN APPOINTED; RESIDENTS WILL BE APPOINTED AFTER JOINT CONSULTATION BETWEEN THE TOWN AND UNIVERSITY.