



THE UNIVERSITY OF NORTH CAROLINA
AT
CHAPEL HILL

Office of the
Vice Chancellor for Finance and Administration

The University of North Carolina at Chapel Hill
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February 11, 2002

W. Calvin Horton, Town Manager
Town of Chapel Hill
306 North Columbia Street
Chapel Hill, North Carolina 27516

Dear Cal:

I am writing in follow-up to my earlier letter regarding the University's desire to enter into an agreement with the Chapel Hill Bible Church to use a portion of the church parking lot as a park-and-ride lot for the University. We are pleased that the Town supports pursuit of this agreement.

University and church representatives have met to explore this possibility more fully and consider operational impacts. Based on these discussions, we both believe that it would be best for the University, the Town, and the Church to have the University, rather than the Town, enter into an agreement with the Church, for the following reasons:

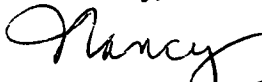
- The Church needs to be assured that the number of people parking in the lot will be limited, so that its own weekday parking requirements can be met. The University can meet the Church's needs by issuing permits to eligible persons, insuring that the number of parked vehicles is limited and enabling the immediate identification of violators so that action can be taken. If the lot were a Town park-and-ride lot, there would be no permitting of parked vehicles, and overflow easily could occur given the number of University employees and students using the 15-501 corridor to access the campus.
- The University needs to manage and control employee and student park-and-ride by major transit corridor, and be assured that they can find parking spaces in assigned lots. This need can be met through our permitting process if the University enters into the agreement with the church, but cannot be met if the lot is a Town park-and-ride lot open to anyone.
- The church is relatively young, has just moved to this location, and has a master plan that includes multiple buildings in 5 phases over a 20-year period. For all of these reasons, the church desires to enter into a short-term agreement that can be cancelled with an adequate notice period. An agreement with the University could be structured in such a manner. If the lot were a Town park-and-ride lot, with the lot expansion paid for with grant funds, the church would be required to enter into an agreement that could not be cancelled for 20 years.
- Finally, if the University enters into the agreement with the church, and park-and-ride lot use is limited to University employees and students, then under the current fare free transit arrangement the University would be responsible for the cost of the transit service

2
8

to and from the lot. If the lot were a Town lot open to anyone, then the University would be responsible only for its proportionate share of non-express service, and the Towns of Chapel Hill and Carrboro would also be responsible for their proportionate shares.

For the above-stated reasons, the University believes that it is in all parties' best interests for the University and the Chapel Hill Bible Church, rather than the Town and the Church, to negotiate a park-and-ride arrangement. The University is aware of the Church's Special Use Permit, and any agreement would be in conformance with it. If the Town concurs with the University's analysis of this situation, I would suggest that we jointly communicate our agreement to the Church.

Sincerely,



Nancy D. Sutenfield
Vice Chancellor for Finance and Administration