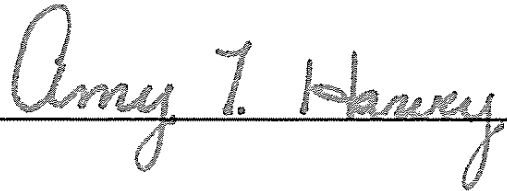


I, Amy T. Harvey, Deputy Town Clerk of the Town of Chapel Hill, North Carolina, hereby certify that the attached is a true and correct copy of (2019-04-24/R-6) adopted by the Chapel Hill Town Council on April 24, 2019.

This the 25th day of April, 2019.



**Amy T. Harvey
Deputy Town Clerk**



A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING AND AGREEMENT FOR SHARING COSTS FOR IMPROVEMENTS TO HIGH SCHOOL ROAD IN CONJUNCTION WITH CHAPEL HILL-CARRBORO CITY SCHOOLS CHAPEL HILL HIGH SCHOOL REDEVELOPMENT AND MAINTENANCE BUILDING PROJECTS (2019-04-24/R-6)

WHEREAS, the Town Council has previously approved Special Use Permit Modifications for the redevelopment of the Chapel Hill High School and expansion of the Chapel Hill Schools Maintenance Facility on High School Road (the Permits); and

WHEREAS, the Permits call for certain road and transportation improvements to be made along High School Road and nearby intersections; and

WHEREAS, recent changes to State Law have clarified the roles and authority of the State and Town to require and pay for road and transportation improvements along State and municipal roads in conjunction with school development projects; and

WHEREAS, representatives of the Town and the Schools have met and negotiated proposed adjustments to the Permits in light of the changes in State Law; and

WHEREAS, the proposed adjustments have been incorporated into a Memorandum of Understanding and Agreement; and

WHEREAS, the Council finds that the proposed modification to the road improvements on High School Road and sharing of costs to be reasonable in light of the law and the benefits to the community at large resulting from the proposed off-road bicycle/pedestrian path.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Town of Chapel Hill that the Council approves the proposed Memorandum of Understanding and Agreement between the Town and the Chapel Hill-Carrboro City Schools for the sharing of costs for improvements to High School Road as presented to the Town Council and authorizes the Town Manager to sign it on behalf of the Town, subject to any minor, non-substantive technical changes deemed needed by the Manager or Attorney.

This the 24th day of April, 2019.

NORTH CAROLINA

ORANGE COUNTY

MEMORANDUM OF UNDERSTANDING AND AGREEMENT BETWEEN THE
CHAPEL HILL-CARRBORO CITY SCHOOLS AND THE TOWN OF CHAPEL HILL

This Memorandum of Understanding and Agreement is entered into this the ___ day of April, 2019 by and between the Chapel Hill-Carrboro City Schools (the Schools) and the Town of Chapel Hill (the Town).

WITNESSETH:

Whereas, the Schools applied for and received a Special Use Permit Modification for construction of a Maintenance Facility on the north side of High School Road, which was approved by the Town on May 22, 2017 (the Maintenance Building permit) and recorded in Book 6391 at Page 1, Orange County Register of Deeds; and

Whereas, the Schools applied for and received a Special Use Permit Modification for redevelopment of the Chapel Hill High School on the south side of High School Road, which was approved by the Town on May 23, 2018 (the High School permit) and recorded in Book 6469 at Page 289, Orange County Register of Deeds; and

Whereas both the Maintenance Building permit and the High School permit called for certain road and other transportation improvements to be constructed; and

Whereas, in light of adjustments enacted to the State Statutes regarding the requirements and procedures for installation of road improvements on state and local roads, representatives of the Schools and Town have conducted meetings to review the terms and conditions of the two special use permit modifications; and

Whereas, the parties now believe that, based on the recent revisions to State law and the overlapping terms of the two special use permits, it is appropriate that the terms and conditions of the two special use permits be adjusted.

NOW THEREFORE, the Schools and the Town hereby agree as follows:

1. The stipulations for the Maintenance Building permit shall be adjusted as follows:
 - a. Stipulation 4 is deleted. The Schools shall not be required to make a payment in lieu for installation of a bicycle lane along High School Road from Seawell School Road to Homestead Road as a condition of that permit.
2. The stipulations for the High School permit shall be adjusted as follows:
 - a. Stipulation 5, subsection a), calling for construction of a dedicated right-turn lane from northbound Homestead Road onto High School Road prior to issuance of a certificate of occupancy, shall no longer be required. The parties understand that the NC Department of Transportation intends to pay for and construct this roadway improvement, but that the improvement may not be in place prior to the Schools occupying the redeveloped High School site.

- b. Stipulation 5, subsection b), calling for construction of bicycle lanes and sidewalks along the entire length of High School Road, shall be modified to provide, instead, as follows:

The current sidewalk along the south side of High School Road shall be widened and improved, as needed, to a 10-foot wide bicycle and pedestrian path. The current street width and curb and gutter location shall remain in place, subject to any repairs needed as a result of the School improvement project.
3. The parties agree to share the cost of constructing the wider bicycle/pedestrian facility on the south side of High School Road (included in Stipulation 5, subsection b) of the High School permit as modified hereinabove) and the cost of constructing the transit shelter (included in stipulation 9 of the High School permit) as follows:
 - a. If the total cost of the wider bicycle/pedestrian facility, including reconstruction of ramps to cross entrance roads to the High School site, together with the cost of the transit shelter is \$400,000 or less, the parties shall each pay one-half of the cost of said improvements. If the total costs of all of these improvements exceed \$400,000, any of the costs exceeding \$400,000 shall be the responsibility of the Schools.
 - b. The Town shall reimburse the Schools for one half of the actual cost of construction of the bicycle/pedestrian path and transit shelter, not to exceed \$200,000, within 30 days of completion of construction and upon receipt of a statement and documentation from the Schools of the contractor's costs.
4. The Town confirms that these adjustments are minor changes that can be made administratively and do not require a modification by the Town Council of either the Maintenance Building permit or the High School permit. The Schools agree to apply for the appropriate minor modifications to both permits.
5. Other terms and conditions of the Maintenance Building permit and High School permit, not referenced herein, are not altered by this Memorandum of Understanding; provided, however, that this Agreement does alter the opportunities for modifications to either permit otherwise authorized under the Town's Land Use Management Ordinance.
6. The Schools agree to properly execute and re-record the Maintenance Building Permit and associated time extension prior to applying for final permits to begin work approved by said Permit.

[SIGNATURES ON FOLLOWING PAGES.]

IN WITNESS WHEREOF, the Chapel Hill-Carrboro City Schools and the Town of Chapel Hill have caused this Memorandum of Understanding and Agreement to be executed in their respective names effective as of the date first above written.

CHAPEL HILL-CARRBORO CITY SCHOOLS

SIGNATURE

PRINTED NAME & TITLE

WITNESS

PRINTED NAME & TITLE

Approved as to Form and Authorization

LEGAL STAFF

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

FINANCE OFFICER

DATE

DRAFT

IN WITNESS WHEREOF, the Chapel Hill-Carrboro City Schools and the Town of Chapel Hill have caused this Memorandum of Understanding and Agreement to be executed in their respective names effective as of the date first above written.

TOWN OF CHAPEL HILL

DEPARTMENT HEAD OR DEPUTY/TOWN MANAGER

PRINTED NAME & DEPARTMENT

ATTEST BY TOWN CLERK:

TOWN CLERK

TOWN SEAL

Town Clerk attests date this the _____ day of _____, 20____.

Approved as to Form and Authorization

TOWN LEGAL STAFF

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

FINANCE OFFICER

DATE