



# TOWN OF CHAPEL HILL

## Town Council Meeting Agenda

Town Hall  
405 Martin Luther King Jr.  
Boulevard  
Chapel Hill, NC 27514

Mayor Jessica Anderson  
Mayor pro tem Amy Ryan  
Council Member Camille Berry  
Council Member Melissa McCullough  
Council Member Paris Miller-Foushee

Council Member Theodore Nollert  
Council Member Adam Searing  
Council Member Elizabeth Sharp  
Council Member Karen Stegman

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**Wednesday, March 6, 2024 6:00 PM**

**RM 110 | Council Chamber**

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### Language Access Statement

For interpretation or translation services, call 919-969-5105.

ဘာသာပြန်ဆိုခြင်းနှင့် စကားပြန်ခြင်းအတွက်၊ (၉၁၉) ၉၆၉-၅၁၀၅ ကိုဖုန်းခေါ်ပါ။

Para servicios de interpretación o traducción, llame al 919-969-5105.

如需口头或  
书面翻译服  
务，请拨打  
919-969-5105.

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### In-Person Meeting Notification

#### View the Meeting

- View and participate in the Council Chamber.
- Live stream the meeting - <https://chapelhill.legistar.com/Calendar.aspx>
- Spectrum is replacing 1998 encoder that transmits programming to cable channel 18. It remains offline until complete.
- The Town of Chapel Hill wants to know more about who participates in its programs and processes, including Town Council meetings.
- Participate in a voluntary demographic survey before viewing online or in person - <https://www.townofchapelhill.org/demosurvey>

#### Parking

- Parking is available at Town Hall lots and the lot at Stephens Street and Martin Luther King Jr. Boulevard.
- See <http://www.parkonthehill.com> for other public lots on Rosemary Street
- Town Hall is served by NS route and T route, and GoTriangle Routes of Chapel Hill Transit.

### Entry and Speakers

- Entrance on the ground floor.
- Sign up at the meeting starting at 5:30 PM with the Town Clerk to speak.
- If more than 14 people sign up for an item, Council will reduce speaking time from 3 minutes to 2 min./person.
- Please do not bring signs.

## ROLL CALL

## OPENING

## ANNOUNCEMENTS BY COUNCIL MEMBERS

## PUBLIC COMMENT FOR ITEMS NOT ON PRINTED AGENDA AND PETITIONS FROM THE PUBLIC AND COUNCIL MEMBERS

*Petitions and other similar requests submitted by the public, whether written or oral, are heard at the beginning of each regular meeting. Except in the case of urgency and unanimous vote of the Council members present, petitions will not be acted upon at the time presented. After receiving a petition, the Council shall, by simple motion, dispose of it as follows: consideration at a future regular Council meeting; referral to another board or committee for study and report; referral to the Town Manager for investigation and report; receive for information. See the Status of Petitions to Council webpage to track the petition. Receiving or referring of a petition does not constitute approval, agreement, or consent.*

1. "Change the Names" Request The Town of Chapel Hill [\[24-0109\]](#)  
to remove and replace street signs bearing names linked to the vestiges of racism and oppression that are inconsistent with Town's current goals to be a vibrant and inclusive community.

## AGENDA ITEMS

## 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.*

2. Approve all Consent Agenda Items. [\[24-0110\]](#)  
By adopting the resolution, the Council can approve various resolutions and ordinances all at once without voting on each resolution or ordinance separately.

- 3.** Accept a Grant for the Chapel Hill Fire Department for Capital Improvements or Equipment Acquisition. [\[24-0111\]](#)

By enacting the budget ordinance, the Council amends the Grants Fund budget to accept a \$200,000 grant from the State of North Carolina and appropriate the grant funds for the uses spelled out herein.

- 4.** Notice of Intent to Renew a Wireless Lease Agreement with T-Mobile [\[24-0112\]](#)

By adopting the resolution, the Council hereby gives notice of intent to authorize at its regular meeting on March 20, 2024, the execution of a new encroachment and lease agreement for the maintenance and operation of T-Mobile's existing wireless communications system on a Duke Energy Corporation transmission tower that is in the Town's Northern Community Park. The term of the agreement is five years with the option to extend for another five years.

- 5.** Dedicate a Private Sewer Easement on Town Property Located at the southern end of Sugarberry Road to Service Three Nearby Properties [\[24-0113\]](#)

By adopting the resolution, the Council authorizes the Town Manager execute these three private sewer easements on Town Property to serve the properties located on Sugarberry Rd and Greenwood Rd.

## DISCUSSION

- 6.** Increase the Project Authorization for the Rosemary Street Parking Deck. [\[24-0114\]](#)

PRESENTER: Mary Jane Nirdlinger, Deputy Town Manager

RECOMMENDATION: That the Council approve the increase to the project authorization by up to \$3.02 million for the Rosemary Street Parking Deck project.

- 7.** Authorize the Town Manager to Formally Prepare a New Framework for Advisory Boards [\[24-0115\]](#)

PRESENTER: Susan Brown, Strategic Communications & Marketing Executive Director  
Anita Bardrock, Employee Engagement and Organizational Development Director

RECOMMENDATION: That the Council authorize the Town Manager to formally prepare a new framework for Advisory Boards consistent with the scope and direction discussed in previous work sessions and return to Council for formal approvals.

**REQUEST FOR CLOSED SESSION TO DISCUSS ECONOMIC DEVELOPMENT,  
PROPERTY ACQUISITION, PERSONNEL, AND/OR LITIGATION MATTERS**



# TOWN OF CHAPEL HILL

Town Hall  
405 Martin Luther King Jr.  
Boulevard  
Chapel Hill, NC 27514

## Item Overview

Item #: 1., File #: [24-0109], Version: 1

Meeting Date: 3/6/2024

**"Change the Names" Request The Town of Chapel Hill to remove and replace street signs bearing names linked to the vestiges of racism and oppression that are inconsistent with Town's current goals to be a vibrant and inclusive community.**

**Staff:**

Sabrina M. Oliver, Director and Town Clerk  
Brenton Hodge, Assistant Town Clerk

**Department:**

Governance Services

**Overview:** Petitions and other similar requests submitted by the public, whether written or oral, are heard at the beginning of each regular meeting. Except in the case of urgency and unanimous vote of the Council members present, petitions will not be acted upon at the time presented. After receiving a petition, the Council shall, by simple motion, dispose of it as follows: consideration at a future regular Council meeting; referral to another board or committee for study and report; referral to the Town Manager for investigation and report; receive for information. See the [Status of Petitions to Council <https://www.townofchapelhill.org/government/mayor-and-council/how-to-submit-a-petition/petition-status>](https://www.townofchapelhill.org/government/mayor-and-council/how-to-submit-a-petition/petition-status) webpage to track the petition. Receiving or referring of a petition does not constitute approval, agreement, or consent.



**Recommendation(s):**

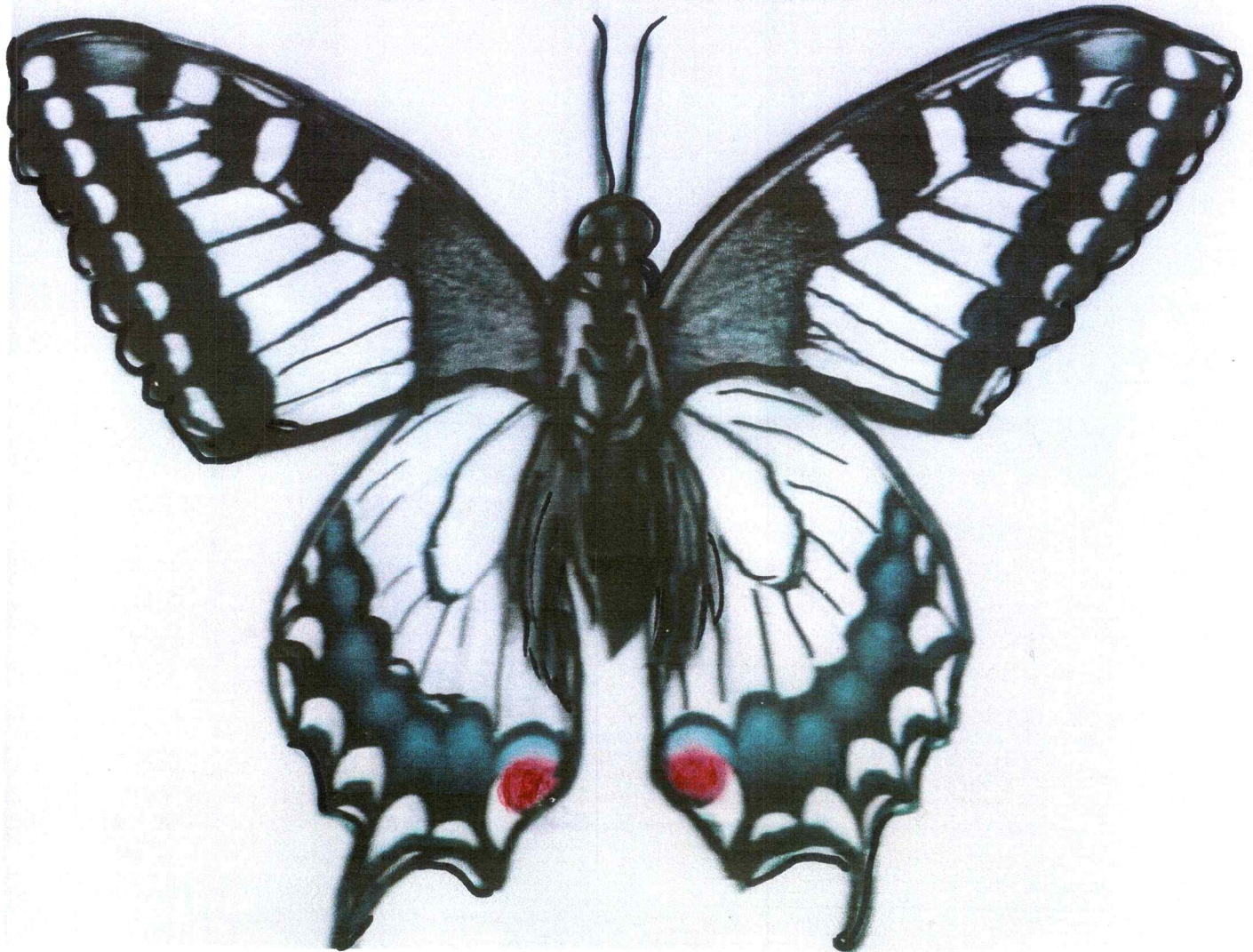
That the Council consider the petition.



**Attachments:**

- Change the Names Request

Change  
the  
Names



## **PURPOSE OF THE PETITION**

**Change the Names ([changethenames.org](http://changethenames.org)) is a grassroots movement based in Chapel Hill, North Carolina.**

**We are petitioning the Mayor and Council of Chapel Hill to remove and replace racist street signs. These signs of shame, memorialize white supremacists of the past, maligning and offending our current residents.**

**They have no place in the enlightened Chapel Hill environment of 2024 which celebrates equity, diversity, and inclusion.**

**Individual residents are not equipped to execute a solution. The architecture of change will only be successful if the town of Chapel Hill commits to structure the change with the revenue, personnel, and legal authority which only they can provide.**

## CHANGE THE NAMES PROJECT: A BRIEF HISTORY

### 2021

- Project conceptualized as part of the Chapel Hill Friends Meeting antiracism mission.
- [Change the Names \(CtN\)](#) expands into the greater Chapel Hill community as a grassroots movement.
- Random survey of Chapel Hill residents indicates widespread support for replacement of racist street signs. Survey data results in designation of Cameron Ave to Pauli Murray Ave as first name change project.
- [changethenames.org](http://changethenames.org) website established
- Cameron Ave property ownership information collected from Orange County GIS staff

### 2022

- Series of three informational flyers mailed to Cameron Ave property owners
- CtN Volunteers canvass property on Cameron Ave (homes, businesses, and UNC fraternal organizations)
- Nonresidential property owners contacted in Raleigh, NC, Richmond, VA and Los Angeles, CA

### 2022-2023

- Petitions signed by Cameron Ave property owners and by Chapel Hill residents
- CtN Project Endorsements provided by:

Binkley Baptist Church

Gerrie Richards, President, Chapel Hill NOW

Emily Kunz, manager, Charlotte NC Legacy Name Change Project

Craig Little, Montford Point Marines Association

Rosita Stevens-Holsey, Founder, Pauli Murray Foundation

Tom Munk, Chapel Hill Friends Meeting

John Manley, Jr., Cameron Avenue Property Owner

Barry Nakell, Chapel Hill Resident and Civil Rights Attorney

Vera Cecelski, Stagville Plantation Historian



The ***Change the Names*** project seeks to remove the vestiges of racism from street names throughout the town of Chapel Hill.

We believe that the honor of a street name given to past slaveholders amplifies the daily negative impact of their words and deeds in both our individual lives and that of our community as a whole. As caring residents who believe in equality for all, we seek instead to honor those whose very lives embody the positive values to which we all aspire.

The replacement name of Pauli Murray Avenue was chosen based on research and informal canvassing of black and white residents of Chapel Hill. Community input continues to be the source for future replacement names. We, the people of Chapel Hill, must decide whom from our past we will honor.

This petition for changing Cameron Avenue to Pauli Murray Avenue to be followed by other name replacements is a complex and serious undertaking. Our grassroots movement, which originated at the Chapel Hill Friends Meeting, is now reaching out to the Mayor and Council of Chapel Hill to play a substantial role in this significant endeavor.

It's time to end the practice of memorializing names that represent racial harm. It's time to honor the names of those who have worked so hard and sacrificed so much to advance humanity. It's time for Chapel Hill to represent itself as the progressive, mindful, diverse community that we know it to be.

In doing so, we join other NC communities of Raleigh, Durham, Hillsborough, Charlotte, Fayetteville, and Asheville who have completed this important work.

When we know better, we do better.

## **Signs of Shame**

**In 1863 at the end of the Civil War, the United States closed a dark and brutal chapter in our nation's history and moved forward to create a better life for all our citizens. Since then, we have witnessed a slow and steady march of 160 years toward a brighter future.**

**It's therefore jarring to recognize that myriad streets throughout the southern United States are named after white supremacists. These inappropriate memorials are unmistakable signs of shame. This practice has finally been recognized by many as divisive to entire communities, and as a taunting reminder to descendants of the past victims. Many communities in the state of North Carolina have opted to remove these signs of shame. Raleigh, Hillsborough, Durham, Asheville, Fayetteville, and Charlotte have all been successful. These municipalities have provided the focused government support and financing necessary to accomplish this.**

**What about Chapel Hill? Is the town of Chapel Hill out of step in the march toward equity and inclusion? Why is our beautiful town, a beacon of education and healthcare, still the site of numerous inappropriate and offensive street names?**

**Change the Names ([www.changethenames.org](http://www.changethenames.org)) is a grassroots movement dedicated to engendering inclusive change within our community by reassigning honor: the accomplishments of many have gone unacknowledged, while the cruelty of others has been commemorated.**

**Is the town of Chapel Hill ready to join other communities in the statewide movement to finally remove and replace these signs of shame?**

## REMOVAL LIST OF SIGNS OF SHAME IN CHAPEL HILL

### **Cameron Avenue and Cameron Court**

Paul Cameron enslaved 900 humans in North Carolina, Alabama, and Mississippi. Many of the 900 enslaved persons in this area were forced to build UNC and were in servitude there for years after the Civil War. UNC bought, sold, and was gifted/escheated enslaved persons throughout this time.

### **Vance Street**

Zebulon Vance, Governor of North Carolina, and enslaver who told the US House of Representatives in 1860, of strong opposition to emancipation. He spoke of the “disgust and loathing of mixing the quick and jealous blood of the European with the putrid stream of African barbarism”

### **Kenan Street**

William R. Kenan Sr., confederate soldier and white supremacist led an 1898 insurrection of 400 white supremacists in Wilmington, North Carolina. They overthrew the duly elected government, burned down the Black businesses and killed more than 60 Black residents and expelled many others.

**Pauli Murray** is an excellent choice for renaming the Chapel Hill street currently known as Cameron Avenue. Cameron Avenue is named for Paul Cameron, an infamous white supremacist who enslaved 900 in Durham, and continued their servitude at UNC after the Emancipation Proclamation.

Pauli Murray was born in 1910 with strong ties to Chapel Hill which can be traced back 200 years. Cornelia, Murray's grandmother, was born into slavery in Chapel Hill and lived on the street now known as Smith Level Road. Cornelia is acknowledged as the daughter of an enslaved woman named Harriet Day and her enslaver's son James Sidney Smith.

Pauli Murray graduated from Hunter College, earned law degrees at Howard and Berkeley, and was the first Black person to obtain a Doctorate of Law from Yale.

In 1938, Murray applied to UNC's graduate school of sociology. Her rejection letter stated "members of your race are not admitted to the University."

Thurgood Marshall and the NAACP used Murray's law school thesis from Howard University as the core of their legal theory when they argued before the Supreme Court during Brown vs. Board of Education, which desegregated schools in the entire United States. Murray was also a founder of NOW National Organization for Women, and taught at Brandeis University for ten years.

In 1977, Murray was ordained as the first female Episcopal priest and her connection with Chapel Hill came full circle when she presided over her first Holy Eucharist at Chapel Hill's Chapel of the Cross Church.

Rev. Dr. Pauli Murray died in 1985 and in 2012 the Episcopal Church made her a saint.

13001 Roberson Place  
Upper Marlboro, MD 20774

September 25, 2023

To Whom It May Concern,

Please accept this letter as my declaration of support for Change the Names. This worthwhile organization is seeking to change the names of street signs in Chapel Hill that are named for those with a racist history. According to the 2020 US Census, 29% of Chapel Hill's population are people of color. Street signs with names of slave owners and Confederate soldiers are an unfortunate daily reminder of the brutal history of plantation culture. Changing these signs allows a reflection of the diversity of the town and will bring about a sense of pride for all residents.

Currently Change the Names aims to change "Cameron Avenue" to "Pauli Murray Avenue". "Cameron Avenue" is named for Paul Cameron who was once the largest slaveholder in North Carolina. Cameron leaves behind a legacy of violence towards African Americans. If we are successful at changing "Cameron Avenue" to "Pauli Murray Avenue" we will be naming the street after one of the most important civil rights and women's rights activists of the 20th century. Rev. Dr. Pauli Murray's law school thesis was the basis of the legal theory used by Thurgood Marshall when he successfully argued *Brown vs. Board of Education*, which effectively desegregated schools in the United States. Pauli worked tirelessly as she strived for human rights and the dignity of life for all.

As we continue to navigate an increasingly volatile social and political climate, "Pauli Murray Avenue" would be a tribute to diversity, equity and inclusion for all citizens. Murray has numerous ties to Chapel Hill. She presided over her first Holy Eucharist at Chapel Hill's Chapel of the Cross as a newly ordained (and first Black female) Episcopal Priest. Murray's grandmother was born in Chapel Hill and had worshipped regularly in that church. As a niece of Rev. Dr. Pauli Murray, I am hopeful that you are willing to help us remove these reminders of our country's darkest history. I urge you to please support Change the Names in any way you possibly can.

Sincerely,

Rosita Stevens-Holsey  
Preserving Pauli Murray, LLC  
Founder  
202-445-4648

Dear members of the Chapel Hill Town Council,

The work of the "Change the Names" organization is an important part in the ongoing effort to recognize and acknowledge the part that Black, Indigenous, and women residents have played in the history and current development of Chapel Hill. For example, the Rev. Dr. Pauli Murray, whose strong connections to Chapel Hill are commemorated by the Chapel of the Cross communicants, was also a founding member of the National Organization for Women. This is only one example of her accomplishments.

Pauli Murray's impact on local and national history is unequivocal. Yet, she receives no public recognition in Chapel Hill. A street named in her honor would be an excellent beginning to moving the history of Chapel Hill beyond its 19th Century roots in plantation culture and slavery. This is true of all too many streets and landmarks in our town.

The Chapel Hill chapter of the National Organization for Women (Chapel Hill NOW) is dedicated to improving the lives of women and girls. We recognize the work of "Change the Names" as complementary to our efforts. Young women should be able to take pride in the place they call home rather than be reminded daily of those that enslaved their ancestors.

As the president of Chapel Hill NOW, I endorse the work of "Change the Names" and call on the town council of Chapel Hill to support "Change the Names" in every and all ways possible.

Respectfully,

Gerrie Richards  
Chapel Hill NOW, president

**From: Craig Little,  
Subject: Support Name Change Initiative**

**Message Body: The importance of supporting a street name change, and recognizing a person with strong Chapel Hill connections who made an impact on American History.**

**Just as the Original Montford Point Marines chose Lt. Frederick C. Branch and Howard Perry who both have significant ties to Charlotte NC, "Change the Names" has chosen Rev. Dr. Pauli Murray as a recipient from their local area to be recognized. Pauli Murray, a civil rights activist, was the first Black person to earn a JSD (Doctor of the Science of Law) degree from Yale Law School, a founder of the National Organization for Women, and the first Black woman to be ordained as an Episcopal priest.**

**In order to move toward the future with greater understanding, we need to address the past. Changing a street name in Chapel Hill to honor someone that has made a positive impact in the past, that is still relevant now in the present, is an uplifting historic connection for all to embrace.**

**Craig Little,  
National Veterans Affairs Officer  
Charlotte Chapter President #40**

**Craig Little, PMP, CISM, CISA, CSM  
Accredited Claims Agent: 53814- POA Code: J1X  
National Montford Point Marine Association, Inc.  
veteransaffairs@montfordpointmarines.org  
(704) 726-4860 (Cell)  
(704) 702-8804 (Cell)**

- Building an equitable society requires us to dismantle the tributes to racists, slave owners, white supremacists, and confederate leaders that exist throughout our country in the form of memorials, monuments, street names, and other symbols. Violence against African Americans and other people of color is perpetuated by these racist symbols. We must be intentional and committed to changing our cities' landscapes to reflect the true diversity of our populations and ensure the well-being of all our residents.
- The work of the Charlotte community to change street names reflects a reckoning with Charlotte's complex history. While, eliminating tributes to racism and white supremacy, the Charlotte community renamed streets to elevate and honor Charlotte's rich African American history as part of its permanent landscape; namely, Brooklyn Village Avenue, Druid Hills Way, Good Samaritan Way, Montford Point Street and Revolution Park Drive.
- The opportunity to lead the implementation of the Legacy Commission's recommendations has been some of the most meaningful work of my career. I am so proud of the work the City of Charlotte and the Charlotte community have accomplished. It is a real testament to Charlotte, North Carolina's emergence as a progressive city that is not bound by an oppressive history. We know we have much more work to do in this regard, but it is important to acknowledge and celebrate progress when it occurs.

Thanks,

**Emily A. Kunze**

*Administrative & Executive Support Manager*

**Charlotte Area Transit System**

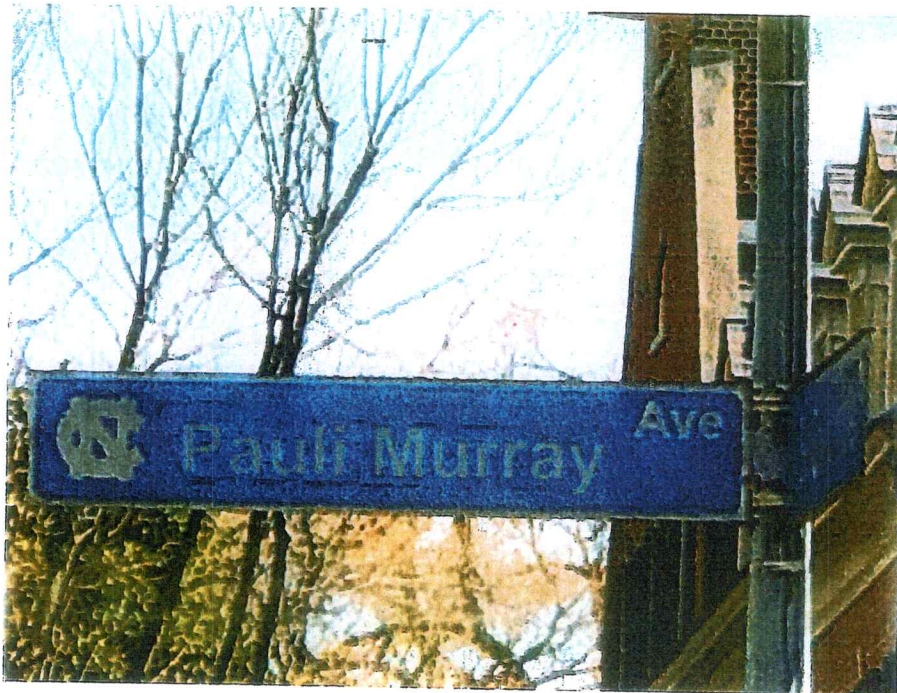
**600 East 4th Street | 7th Floor, Suite 741 | Charlotte, NC 28202**

**(980) 264-9301 | [Emily.Kunze@charlottenc.gov](mailto:Emily.Kunze@charlottenc.gov) | [charlottenc.gov](http://charlottenc.gov)**

 **CITY of CHARLOTTE**

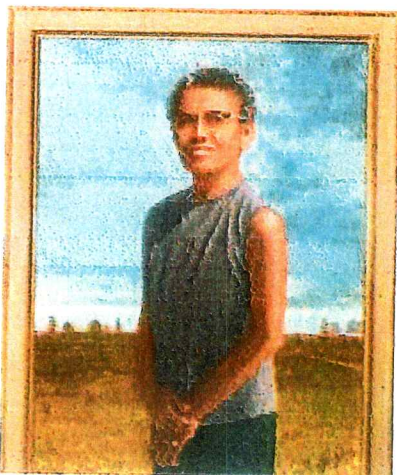


Chapel Hill is better<sup>17</sup> than this!



Find out more about Pauli Murray's work for justice, and learn about Paul Cameron, the slaveowner whose slaves were the early builders of the UNC campus.

# CHANGE *the* NAMES!



It's time for Chapel Hill to reject the dark symbols of the past, and lift up the powerful and inspiring people of color who made Chapel Hill what it is today. To learn more go to [www.changethenames.org](http://www.changethenames.org)



# TOWN OF CHAPEL HILL

Town Hall  
405 Martin Luther King Jr.  
Boulevard  
Chapel Hill, NC 27514

## Item Overview

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**Item #:** 2., **File #:** [24-0110], **Version:** 1

**Meeting Date:** 3/6/2024

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### **Approve all Consent Agenda Items.**

**Staff:**

Sabrina M. Oliver, Director/Town Clerk  
Brenton Hodge, Assistant Town Clerk

**Department:**

Governance Services

**Overview:** 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.



**Recommendation(s):**

That the Council adopt the various resolutions and ordinances.

**Fiscal Impact/Resources:** Please refer to each agenda item for specific fiscal notes.



**Attachments:**

- Resolution

**A RESOLUTION ADOPTING VARIOUS RESOLUTIONS AND ENACTING VARIOUS ORDINANCES  
(2024-03-06/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:

3. Accept a Grant for the Chapel Hill Fire Department for Capital Improvements or Equipment Acquisition. (O-1)
4. Notice of Intent to Renew a Wireless Lease Agreement with T-Mobile. (R-2)
5. Dedicate a Private Sewer Easement on Town Property Located at the southern end of Sugarberry Road to Service Three Nearby Properties. (R-3)

This the 6<sup>th</sup> day of March, 2024.

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**The Agenda will reflect the text below and/or the motion text will be used during the meeting.**

By adopting the resolution, the Council can approve various resolutions and ordinances all at once without voting on each resolution or ordinance separately.



# TOWN OF CHAPEL HILL

Town Hall  
405 Martin Luther King Jr.  
Boulevard  
Chapel Hill, NC 27514

## Item Overview

Item #: 3., File #: [24-0111], Version: 1

Meeting Date: 3/6/2024

### Accept a Grant for the Chapel Hill Fire Department for Capital Improvements or Equipment Acquisition.

**Staff:**

Jay L. Mebane, Fire Chief

**Department:**

Fire

**Overview:** On December 18, 2023, the State of North Carolina notified the Town of Chapel Hill that the Fire Department received a \$200,000 grant for capital improvements or equipment acquisition.



**Recommendation(s):**

That the Council enact the ordinance and accept a grant for the Chapel Hill Fire Department capital improvement or equipment use as prescribed by the State.

**Key Points:**

- Acceptance of this grant will provide funding to purchase the needed items listed below.
  - Structural Personal Protective Equipment - Firefighting Gear
  - Uniform and Clothing
  - Automated External Defibrillators (AEDs)
  - Fire Hose
  - EMS Airway Insertion Devices
  - Multi-Gas Detectors
  - Apparatus Communication & Hearing Protection Devices
  - Forcible Entry Door, Roof Ventilation Prop, and Window Entry Simulator

**Fiscal Impact/Resources:**

- There are no fiscal impacts or resources required from the Town for the acceptance of the grant.

**Where is this item in its process?**

- Required documents have been completed and are ready for submission.
- Council approval will allow us to submit the required documents to begin the acceptance process.



**Attachments:**

- Budget Ordinance
- Reference Page of the Grant Amount and Use - Item 727

**AN ORDINANCE TO AMEND "THE ORDINANCE CONCERNING APPROPRIATIONS AND THE RAISING OF REVENUE FOR THE FISCAL YEAR BEGINNING JULY 1, 2023 (2024-03-06/O-1)**

BE IT ORDAINED by the Council of the Town of Chapel Hill that the Budget Ordinance entitled "An Ordinance Concerning Appropriations and the Raising of Revenue for the Fiscal Year Beginning July 1, 2023" as duly adopted on June 7, 2023, be and the same is hereby amended as follows:

**ARTICLE I**

<b>APPROPRIATIONS</b>	<b>Current Budget</b>	<b>Increase</b>	<b>Decrease</b>	<b>Revised Budget</b>
<b>GRANTS FUND</b>				
Other Expenses	\$ 1,554,621	\$ -	\$ -	\$ 1,554,621
State of NC Fire Grant	-	200,000	-	200,000
	<u>\$ 1,554,621</u>	<u>\$ 200,000</u>	<u>\$ -</u>	<u>\$ 1,754,621</u>

**ARTICLE II**

<b>REVENUES</b>	<b>Current Budget</b>	<b>Increase</b>	<b>Decrease</b>	<b>Revised Budget</b>
<b>GRANTS FUND</b>				
Other Revenues	\$ 1,554,621	\$ -	\$ -	\$ 1,554,621
State of NC Fire Grant	-	200,000	-	200,000
	<u>\$ 1,554,621</u>	<u>\$ 200,000</u>	<u>\$ -</u>	<u>\$ 1,754,621</u>

This the 6<sup>th</sup> day of March, 2024.

**The Agenda will reflect the text below and/or the motion text will be used during the meeting.**

By enacting the budget ordinance, the Council amends the Grants Fund budget to accept a \$200,000 grant from the State of North Carolina and appropriate the grant funds for the uses spelled out herein.

## Conference Report on the Base, Capital and Expansion Budget

		<u>FY 2023-24</u>	<u>FY 2024-25</u>
<b>718 Town of Carthage</b>	Requirements	\$ 1,000,000NR	\$ -
<b>Fund Code: 1xxx</b>	Less: Receipts	\$ 1,000,000NR	\$ -
Provides a directed grant to the Town of Carthage for capital improvements or equipment at town hall.	Net Appropriation	\$ -	\$ -
	FTE	-	-
<b>719 Town of Caswell Beach - Building Addition</b>	Requirements	\$ 180,000NR	\$ -
<b>Fund Code: 1xxx</b>	Less: Receipts	\$ 180,000NR	\$ -
Provides a directed grant to the Town of Caswell Beach for a building addition and related capital improvements.	Net Appropriation	\$ -	\$ -
	FTE	-	-
<b>720 Town of Caswell Beach - Document Storage</b>	Requirements	\$ 5,000NR	\$ -
<b>Fund Code: 1xxx</b>	Less: Receipts	\$ 5,000NR	\$ -
Provides a directed grant to the Town of Caswell Beach for document storage.	Net Appropriation	\$ -	\$ -
	FTE	-	-
<b>721 Town of Caswell Beach - Land Purchase</b>	Requirements	\$ 1,500,000NR	\$ -
<b>Fund Code: 1xxx</b>	Less: Receipts	\$ 1,500,000NR	\$ -
Provides a directed grant to the Town of Caswell Beach for land acquisition and conservation activities.	Net Appropriation	\$ -	\$ -
	FTE	-	-
<b>722 Town of Caswell Beach - Parking</b>	Requirements	\$ 65,000NR	\$ -
<b>Fund Code: 1xxx</b>	Less: Receipts	\$ 65,000NR	\$ -
Provides a directed grant to the Town of Caswell Beach for parking and related capital improvements.	Net Appropriation	\$ -	\$ -
	FTE	-	-
<b>723 Town of Caswell Beach - Paving</b>	Requirements	\$ 60,000NR	\$ -
<b>Fund Code: 1xxx</b>	Less: Receipts	\$ 60,000NR	\$ -
Provides a directed grant to the Town of Caswell Beach for paving and related capital improvements.	Net Appropriation	\$ -	\$ -
	FTE	-	-
<b>724 Town of Caswell Beach - Walkways</b>	Requirements	\$ 900,000NR	\$ -
<b>Fund Code: 1xxx</b>	Less: Receipts	\$ 900,000NR	\$ -
Provides a directed grant to the Town of Caswell Beach for walkways and related capital improvements.	Net Appropriation	\$ -	\$ -
	FTE	-	-
<b>725 Town of Catawba</b>	Requirements	\$ 1,300,000NR	\$ -
<b>Fund Code: 1xxx</b>	Less: Receipts	\$ 1,300,000NR	\$ -
Provides a directed grant to the Town of Catawba for capital improvements or equipment.	Net Appropriation	\$ -	\$ -
	FTE	-	-
<b>726 Town of Chadbourn</b>	Requirements	\$ 1,050,000NR	\$ -
<b>Fund Code: 1xxx</b>	Less: Receipts	\$ 1,050,000NR	\$ -
Provides a directed grant to Town of Chadbourn.	Net Appropriation	\$ -	\$ -
	FTE	-	-
<b>727 Town of Chapel Hill</b>	Requirements	\$ 200,000NR	\$ -
<b>Fund Code: 1xxx</b>	Less: Receipts	\$ 200,000NR	\$ -
Provides a directed grant to the Town of Chapel Hill for capital improvements or equipment at the fire department.	Net Appropriation	\$ -	\$ -
	FTE	-	-
<b>728 Town of China Grove - Capital</b>	Requirements	\$ 350,000NR	\$ -
<b>Fund Code: 1xxx</b>	Less: Receipts	\$ 350,000NR	\$ -
Provides a directed grant to the Town of China Grove's for capital improvements or equipment for downtown, including sidewalks and signage.	Net Appropriation	\$ -	\$ -
	FTE	-	-
<b>729 Town of China Grove - Downtown Revitalization</b>	Requirements	\$ 825,000NR	\$ -
<b>Fund Code: 1xxx</b>	Less: Receipts	\$ 825,000NR	\$ -
Provides a directed grant to the Town of China Grove for downtown revitalization.	Net Appropriation	\$ -	\$ -
	FTE	-	-



# TOWN OF CHAPEL HILL

Town Hall  
405 Martin Luther King Jr.  
Boulevard  
Chapel Hill, NC 27514

## Item Overview

Item #: 4., File #: [24-0112], Version: 1

Meeting Date: 3/6/2024

### Notice of Intent to Renew a Wireless Lease Agreement with T-Mobile

**Staff:**

Chris Butts, Chief Information Officer

**Department:**

Technology Solutions

**Overview:** The attached resolution would give public notice about the Council's intent to execute an encroachment and lease agreement for the maintenance and operation of T-Mobile's existing wireless communications system. The system is located in Northern Community Park on a Duke Energy Corporation transmission tower. The term of the agreement is five years with the option to extend for another five years. In return, T-Mobile pays the Town \$37,391.11 per year with an annual increase of 3%. The lease for the wireless communications equipment was originally approved by Council in 1998 and was amended to last for 15 years.



**Recommendation(s):**

That the Council adopt the attached resolution that gives public notice about the Council's intent to execute a new encroachment and lease agreement for the maintenance and operation of T-Mobile's existing wireless communications system on an existing Duke Energy Corporation transmission tower for a period of up to ten years.

**Key Issues:**

- North Carolina Statute 160A-272 authorizes the Town to lease or rent Town property pursuant to adoption of a Council resolution authorizing the execution of the lease or rental agreement upon 10 days' public notice.

**Fiscal Impact/Resources:**

The Town would receive \$37,391.11 per year with an annual increase of 3% over the previous year paid in one lump sum within 30 days of the lease and encroachment approval.



**Attachments:**

- Resolution
- Town Contract
- Encroachment and Lease Agreement

**A RESOLUTION GIVING PUBLIC NOTICE OF TOWN COUNCIL INTENT TO EXECUTE AN ENCROACHMENT AND LEASE AGREEMENT FOR A PORTION OF THE NORTHERN COMMUNITY PARK FOR THE PURPOSE OF ALLOWING T-MOBILE SOUTH, LLC TO MAINTAIN THEIR CELLULAR EQUIPMENT ON A DUKE ENERGY TOWER (2024-03-06/R-2)**

WHEREAS, the Town Council previously authorized SprintCom, Inc to place a wireless communications system on and around an existing Duke Energy tower; and

WHEREAS, T-Mobile South, LLC, is the successor in interest to SprintCom, Inc; and

WHEREAS, the North Carolina Statute 160A-272 authorizes the Town to lease or rent Town property pursuant to a resolution of the Council authorizing the execution of the lease or rental agreement adopted at a regular Council meeting upon 10 days' public notice.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Town of Chapel Hill that the Council hereby gives notice of intent to authorize at its regular meeting on March 20, 2024, the execution of a new encroachment and lease agreement for the maintenance and operation of T-Mobile's existing wireless communications system on a Duke Energy Corporation transmission tower located in the Northern Community Park.

BE IT FURTHER RESOLVED that the Council directs that notice of this proposed lease be published as provided under North Carolina General Statute 160-272.

This the 6<sup>th</sup> day of March, 2024.

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**The Agenda will reflect the text below and/or the motion text will be used during the meeting.**

By adopting the resolution, the Council hereby gives notice of intent to authorize at its regular meeting on March 20, 2024, the execution of a new encroachment and lease agreement for the maintenance and operation of T-Mobile's existing wireless communications system on a Duke Energy Corporation transmission tower that is in the Town's Northern Community Park. The term of the agreement is five years with the option to extend for another five years.



**STATE OF NORTH CAROLINA  
COUNTY OF ORANGE**

**CONTRACT FOR  
Encroachment and Lease Agreement**

This Contract is made and entered into by and between the “Town of Chapel Hill”, herein “Town”, and T-Mobile South, LLC, successor in interest to SprintCom Inc. herein “Contractor”, for services hereinafter described for the Town of Chapel Hill. This Contract is for Encroachment and Lease Agreement on the Town property known as the Northern Community Park on Homestead Road.

WITNESSETH

That for and in consideration of the mutual promises and conditions set forth below, the Town and Contractor agree:

1. Duties of the Contractor: The Contractor agrees to perform those duties described in Exhibit A attached hereto and incorporated herein by reference.
2. Duties of the Town: The Town shall pay for the Contractor’s services as set forth in Exhibit A.
3. Fee Schedule and Maximum Sum: Payment shall be made according to Exhibit A.
4. Billing and Payment: The Contractor shall submit a bill to the Town for work performed under the terms of this Contract. The Contractor shall bill and the Town shall pay the rates set forth therein. Payment will be made by the Town within thirty (30) days of receipt of an accurate invoice, approved by the contact person or his/her designee.
5. Indemnification and Hold Harmless: The Contractor agrees to indemnify and hold harmless the Town of Chapel Hill and its officers, agents and employees from all loss, liability, claims or expense (including reasonable attorneys’ fees) arising from bodily injury, including death or property damage to any person or persons proximately caused in whole or in part by the negligence or willful misconduct of the Contractor except to the extent same are caused by the negligence or misconduct of the Town.
6. Insurance Provisions: The Town requires evidence of Contractor’s current valid insurance (if applicable) in the amounts stated below during the duration of the named project and further requires that the Town be named as an additional insured for Commercial General Liability and Business Automobile policies. The required coverage limits are: 1) Commercial General Liability and Business Automobile - \$1,000,000 per occurrence and 2) Workers’ Compensation - \$100,000 for both employer’s liability and bodily injury by disease for each employee and \$500,000 for the disease policy limit. Based on nature of services to be provided by the contractor and assessment of risk posed to the Town, the Town may require evidence of supplementary insurance coverages.

7. Non-Discrimination: The Contractor contractually agrees to administer all functions pursuant to this Contract without discrimination because of race, creed, sex, national origin, age, economic status, sexual orientation, gender identity or gender expression.
8. Federal and State Legal Compliance: The Contractor must be in full compliance with all applicable federal and state laws, including those on immigration.
9. E-Verify: The Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, should Contractor utilize a subcontractor(s), Contractor shall require the subcontractor(s) to comply with the requirements of Article 2, Chapter 64 of the General Statutes. Pursuant to North Carolina General Statute § 143-133.3 (c)(2), contracts solely for the purchase of apparatus, supplies, materials, and equipment are exempt from this E-Verify provision.
10. Amendment: This Contract may be amended in writing by mutual agreement of the Town and Contractor.
11. Termination: Either party may terminate this Contract at any time by giving the other party thirty (30) days written notice of termination prior to the end of the term as described herein.
12. Interpretation/Venue: This Contract shall be construed and enforced under the laws of North Carolina. The courts and the authorities of the State of North Carolina shall have exclusive jurisdiction over all controversies between the parties which may arise under or in relation to this Contract. In the event of any dispute between the parties, venue is properly laid in Orange County, North Carolina for any state court action and in the Middle District of North Carolina for any federal court action. Contrary to any provision that may be contained in any exhibit attached hereto the Town shall not consent to 1) resolving any dispute by means of arbitration and/or 2) waiver of a trial by jury.
13. Preference: In the event that the terms of any exhibit attached hereto are not consistent with the terms of this Contract, this Contract shall have preference; provided that where either any exhibit attached hereto or this Contract establishes higher standards for performance by either party, the higher standard, wherever located, shall apply.
14. Severability: The parties intend and agree that if any provision of this Contract or any portion thereof shall be held to be void or otherwise unenforceable, all other portions of this Contract shall remain in full force and effect.
15. Assignment: This Contract shall not be assigned without the prior written consent of the parties.
16. Entire Agreement: This Contract shall constitute the entire agreement of the parties and no other warranties, inducements, considerations, promises, or interpretations shall be implied or impressed upon this Contract that are not expressly addressed herein. All prior agreements, understandings and discussions are hereby superseded by this Contract.

17. Construction Project Related Sales Tax: If applicable, the Contractor shall furnish the Town certified statements setting forth, the cost of all materials purchased from each vendor and the amount of North Carolina sales and use taxes paid thereon. In the event the Contractor makes several purchases from the same vendor, the Contractor's certified statement shall indicate the invoice number, the inclusive dates of the invoices, the total amount of the invoices, and the North Carolina sales and use taxes paid thereon. The Contractor's certified statement shall also include the cost of any tangible personal property withdrawn from the Contractor's warehouse stock and the amount of North Carolina sales or use tax paid thereon by the Contractor. The Contractor shall furnish such additional information as the Commissioner of Revenue of the State of North Carolina may require to substantiate a refund claim by the Town for sales or use taxes. The Contractor shall obtain and furnish to the Town similar certified statements by the subcontractors. The certified statements to be furnished shall be in the form of the standard CONTRACTOR'S SALES TAX REPORT and shall be submitted with each request for payment. The Town will not make payment to the Contractor until the CONTRACTOR'S SALES TAX REPORTS ARE SUBMITTED. Any and all refunds received by the Town of said taxes shall remain with the Town, and the Contractor shall not be entitled to such refund.
18. Term: This Contract, unless amended as provided herein, shall be in effect until September 30, 2028.

[SIGNATURES ON FOLLOWING PAGE.]

This Contract is between the Town of Chapel Hill and T-Mobile South, LLC, successor in interest to SprintCom Inc. for Encroachment and Lease Agreement on the Town property known as the Northern Community Park on Homestead Road

IN WITNESS WHEREOF, the parties hereto cause this agreement to be executed in their respective names.

**T-MOBILE SOUTH, LLC**

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINTED NAME & TITLE

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
PRINTED NAME & TITLE

**TOWN OF CHAPEL HILL**

\_\_\_\_\_  
DEPARTMENT HEAD/EXECUTIVE DIRECTOR OR DEPUTY/TOWN MANAGER

\_\_\_\_\_  
PRINTED NAME & DEPARTMENT

ATTEST BY TOWN CLERK:

\_\_\_\_\_  
TOWN CLERK

TOWN SEAL

**Town Clerk** attests date this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

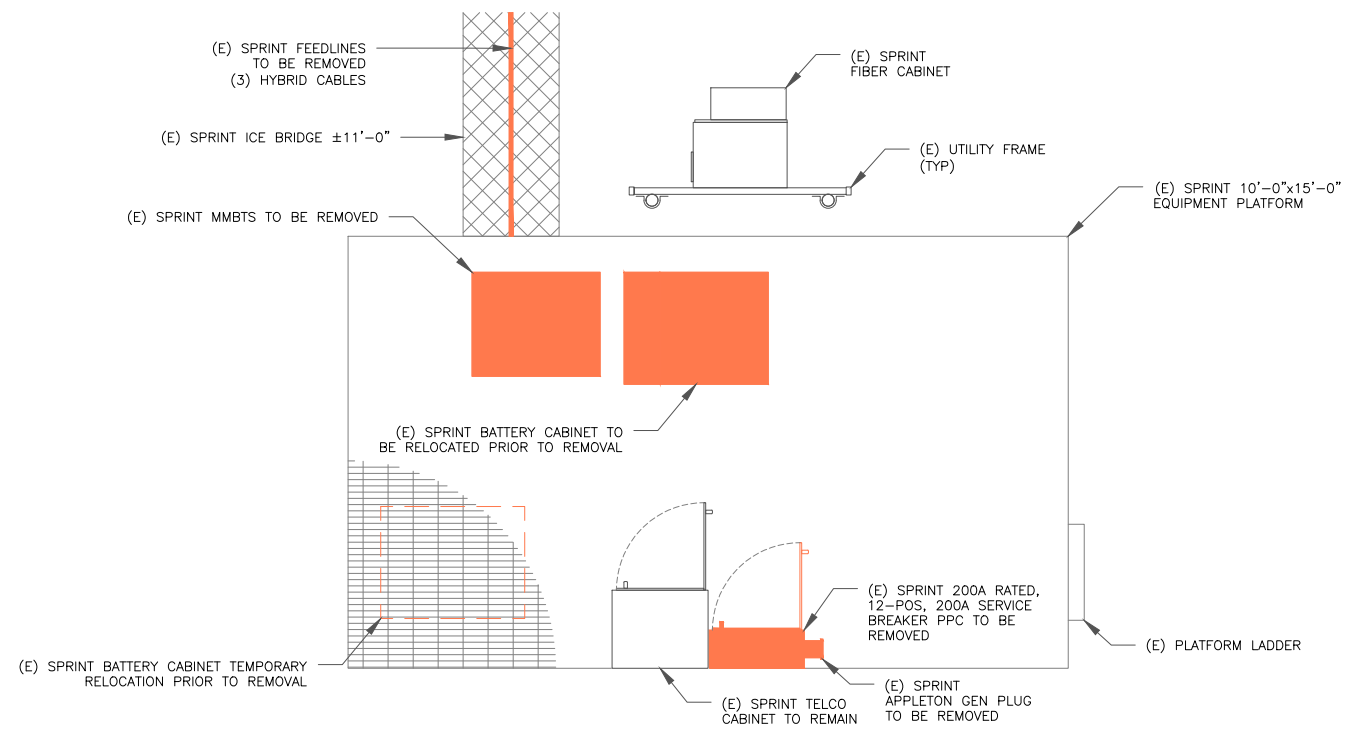
Approved as to Form and Authorization

\_\_\_\_\_  
ATTORNEY FOR TOWN

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

\_\_\_\_\_  
FINANCE OFFICER

\_\_\_\_\_  
DATE

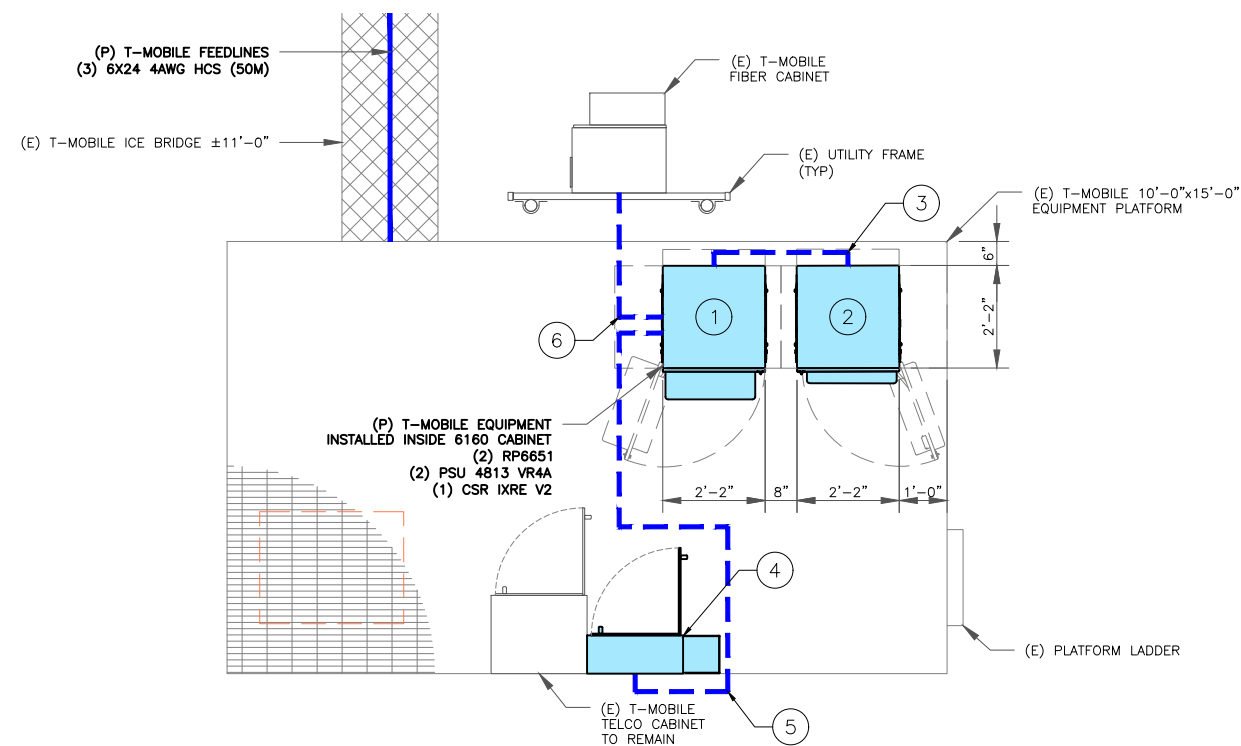


1 EXISTING EQUIPMENT PLAN  
SCALE: 1/2"=1'-0" (FULL SIZE)  
1/4"=1'-0" (11x17)



**EQUIPMENT LEGEND:**

<span style="border: 1px solid black; display: inline-block; width: 15px; height: 10px;"></span>	EXISTING
<span style="background-color: orange; border: 1px solid black; display: inline-block; width: 15px; height: 10px;"></span>	TO BE RELOCATED/REMOVED
<span style="background-color: lightblue; border: 1px solid black; display: inline-block; width: 15px; height: 10px;"></span>	NEW/RELOCATED



2 FINAL EQUIPMENT PLAN  
SCALE: 1/2"=1'-0" (FULL SIZE)  
1/4"=1'-0" (11x17)



**KEYED NOTES**

1. PROPOSED ENCLOSURE 6160 CABINET ATTACHED TO PAD AT EACH CORNER PER MANUFACTURER'S SPECIFICATIONS. GROUND CABINET WITH MECHANICAL 2-LUG CONNECTION & #2 TINNED SOLID COPPER IN 3/4" NON METALLIC FLEX. CONDUIT TO EXISTING EQ. GROUND (TYP)
2. PROPOSED ENCLOSURE B160 BATTERY CABINET ATTACHED TO PAD AT EACH CORNER PER MANUFACTURER'S SPECIFICATIONS. GROUND CABINET W/MECHANICAL 2-LUG CONNECTION & #2 TINNED SOLID COPPER IN 3/4" NON METALLIC FLEX. CONDUIT TO EXISTING EQ. GROUND. (TYP)
3. PROPOSED (2) 2" CONDUITS WITH PULLSTRINGS FROM PROPOSED ENCLOSURE 6160 CABINET TO PROPOSED ENCLOSURE B160 BATTERY CABINET.
4. PROPOSED PPC CABINET W/CAM-LOK GEN PLUG ATTACHED TO EXISTING HANDRAIL. MAINTAIN 36"x48" CLEARANCE IN FRONT OF PANEL. GROUND PER MANUFACTURER DETAILS.
5. PROPOSED (1) 2" CONDUIT FROM EXISTING PPC TO PROPOSED ENCLOSURE 6160 CABINET.
6. PROPOSED (1) 2" CONDUIT FROM PROPOSED 6160 CABINET FOR TELCO/FIBER CONNECTIVITY. FINAL CONNECTION REQUIREMENTS TBD.

EXISTING LEGACY CABINETS TO BE REMOVED AFTER THE PROPOSED T-MOBILE EQUIPMENT IS ON AIR & LEGACY EQUIPMENT IS WILTED.

**EQUIPMENT NOTE**

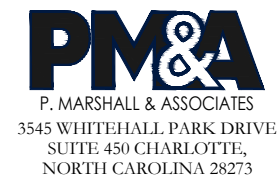
THE CABINETS ARE CONSTRUCTED OF NONCOMBUSTIBLE MATERIALS TO MEET THE REQUIREMENTS OF THE CURRENT NFPA 77 EDITION 2018. CABINET CONSTRUCTION THAT PASSED A SIMULATED BRUSH FIRE TEST TO DEMONSTRATE COMPLIANCE TO TELCORDIA GR-487-CORE SECTION 3.39 FIRE RESISTANCE REQUIREMENT R3-265. REFER TO THE NATIONAL TECHNICAL SYSTEMS (NTS) REPORT NO. PR067628-GR487.

**CONDUIT NOTE**

UNDERGROUND CONDUIT SHALL BE SCHEDULE 40 PVC CONDUIT (MEET NEMA TC2 - 1990). EXPOSED CONDUIT SHALL BE RIGID GALVANIZED STEEL CONDUIT BEFORE RISING ABOVE GRADE. PLUG AND CAP EACH END OF SPARE OR EMPTY CONDUITS AND PROVIDE TWO SEPARATE PULL STRINGS - 200 LB. TEST POLYETHYLENE CORD. ALL CONDUIT BENDS SHALL BE A MIN. OF 24" RADIUS. RGS CONDUITS, WHEN SPECIFIED, SHALL MEET UL-6 FOR GALVANIZED STEEL. ALL FITTINGS SHALL BE SUITABLE FOR USE W/ THREADED RIGID CONDUIT. LIQUIDTIGHT FLEX METAL CONDUIT (LFMC) IS ACCEPTABLE ABOVE GRADE, AS REQUIRED AND NECESSARY. CONDUITS MUST BE CONTINUOUS THROUGH STUB-UP AREA.

**DISCLAIMER:**

PROPOSED CONDUIT ROUTES DEPICTED HEREIN ARE DIAGRAMMATIC IN NATURE. UTILIZE BEST PRACTICES WHEN ROUTING PROPOSED CONDUIT TO MINIMIZE INTERFERENCE WITH EXISTING OR FUTURE EQUIPMENT.

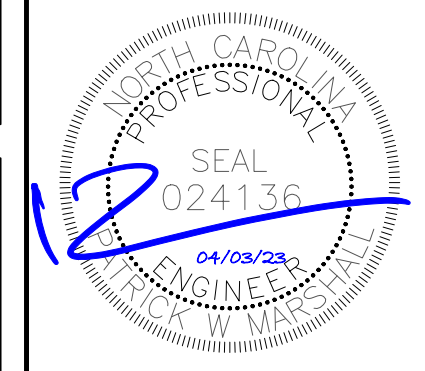


**T-MOBILE SITE NUMBER:**  
5RA0856A

**ADDRESS:**  
2516/2700 HOMESTEAD RD  
CHAPEL HILL NC, 27516

**SITE TYPE:**  
98' TRANSMISSION TOWER  
SPRINT RETAIN

REV	DATE	DRWN	DESCRIPTION	DES./QA
A	10/21/22	RLB	PRELIM	RSW
0	2/6/23	RSW	FOR CONSTRUCTION	RSW
1	4/3/23	RSW	1A UPDATE	RSW






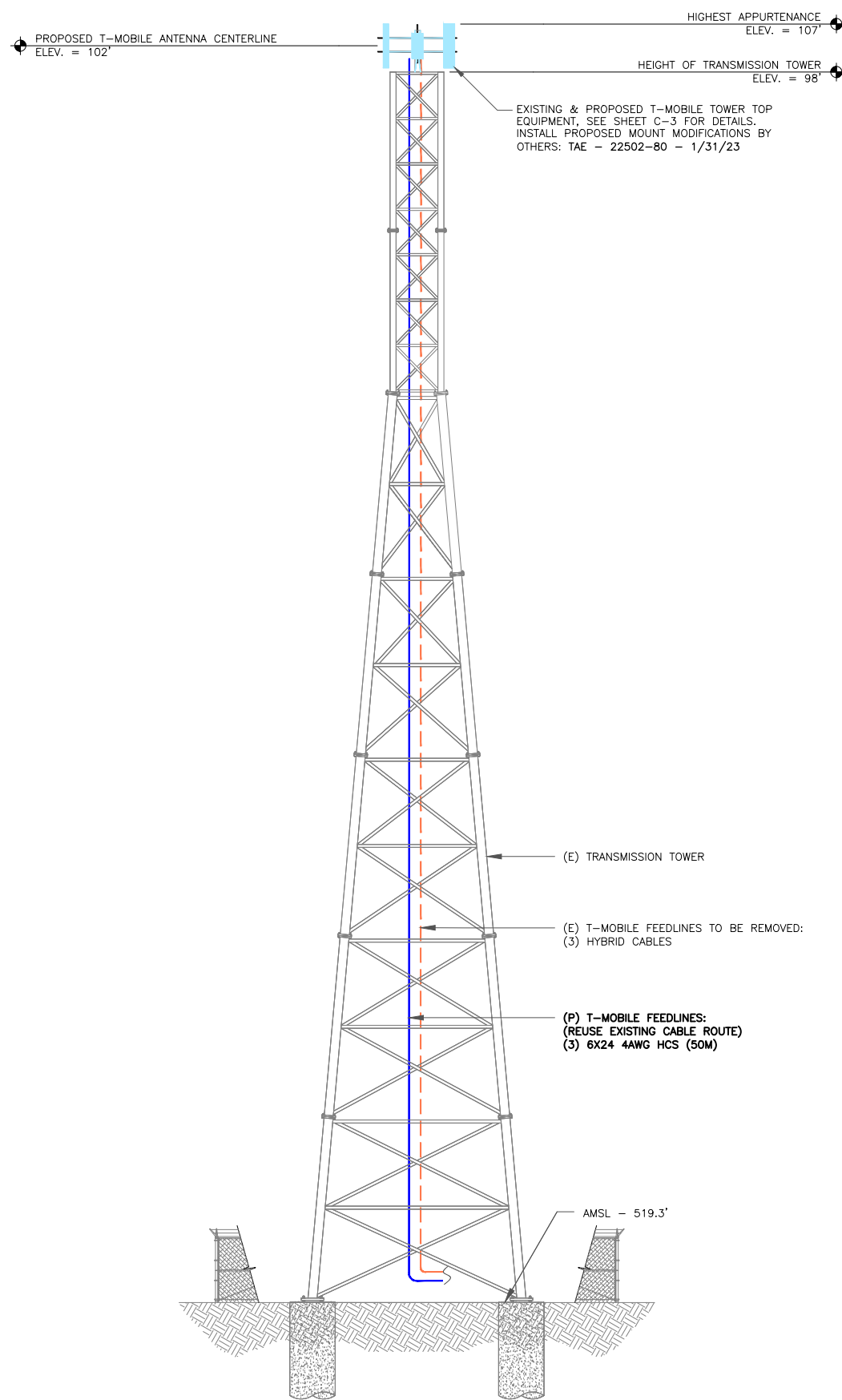
IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

PMA PROJECT #: 22SMLTNC-0032

**SHEET NUMBER:**  
**C-1.2**

**EQUIPMENT LEGEND:**

	EXISTING
	TO BE RELOCATED/REMOVED
	NEW/RELOCATED



1 FINAL ELEVATION  
SCALE: NOT TO SCALE

**GENERAL NOTES**

- REFER TO TOWER STRUCTURAL ANALYSIS FOR PROPOSED ANTENNA CABLE LOADING DETAILS
- TOWER ELEVATION SHOWN IS NOT DRAWN TO SCALE AND IS ONLY INTENDED FOR REFERENCE PURPOSES. REFER TO ORIGINAL TOWER DESIGN FOR ADDITIONAL INFORMATION.
- ALL TOWER DIMENSIONS SHALL BE VERIFIED WITH THE PLANS PRIOR TO COMMENCING CONSTRUCTION. NOTIFY THE ENGINEER IMMEDIATELY IF ANY DISCREPANCIES ARE DISCOVERED.
- ALL HARDWARE ASSEMBLE MANUFACTURER'S INSTRUCTIONS SHALL BE FOLLOWED EXACTLY AND SHALL SUPERSEDE ANY CONFLICTING NOTES ENCLOSED HEREIN.
- ALL MATERIALS AND EQUIPMENT FURNISHED SHALL BE NEW AND OF GOOD QUALITY, FREE FROM FAULTS AND DEFECTS AND IN CONFORMANCE WITH THE CONTRACT DOCUMENTS. ANY AND ALL SUBSTITUTIONS MUST BE PROPERLY APPROVED AND AUTHORIZED IN WRITING BY THE OWNER AND ENGINEER PRIOR TO INSTALLATION. CONTRACTOR SHALL FURNISH SATISFACTORY EVIDENCE AS TO THE KIND OF QUALITY OF THE MATERIALS AND EQUIPMENT BEING SUBSTITUTED.
- CONTRACTOR TO REFER TO THE MOUNT ANALYSIS FOR THIS PROJECT. TAE - 22502-80 - 1/31/23

FINISH NOTES:

TOWER-	GALVANIZED
TOWER MOUNTS-	GALVANIZED
ANTENNA-	NEUTRAL (MANUFACTURER FINISH)
FOUNDATIONS-	UNPAINTED CONCRETE
ICE BRIDGE-	GALVANIZED
CABLES-	BLACK

**TOWER LOADING SUMMARY**

EXISTING	REMOVE	EQUIPMENT	ADD	TOTAL
3	3	ANTENNA	9	9
0	0	TMA	0	0
6	6	RADIOS	6	6
0	0	COAX	0	0
3	3	HYBRIDS	3	3

**PM&A**  
P. MARSHALL & ASSOCIATES  
3545 WHITEHALL PARK DRIVE  
SUITE 450 CHARLOTTE,  
NORTH CAROLINA 28273

**T-Mobile**  
2105 WATER RIDGE PARKWAY, SUITE 400  
CHARLOTTE, NC 28217

**smartlink**

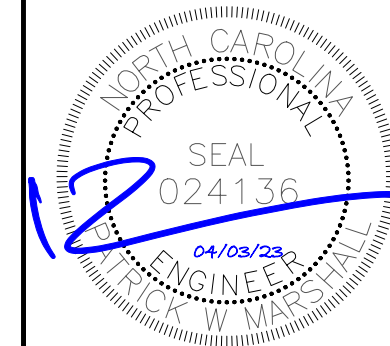
1997 ANNAPOLIS EXCHANGE PKWY.  
SUITE 200  
ANNAPOLIS, MD 210401

**T-MOBILE SITE NUMBER:**  
5RA0856A

**ADDRESS:**  
2516/2700 HOMESTEAD RD  
CHAPEL HILL NC, 27516

**SITE TYPE:**  
98' TRANSMISSION TOWER  
SPRINT RETAIN

REV	DATE	DRWN	DESCRIPTION	DES./QA
A	10/21/22	RLB	PRELIM	RSW
0	2/6/23	RSW	FOR CONSTRUCTION	RSW
1	4/3/23	RSW	1A UPDATE	RSW



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PMA PROJECT #: 22SMLTNC-0032

**SHEET NUMBER:**  
**C-2**

STATE OF NORTH CAROLINA  
ORANGE COUNTY

### ENCROACHMENT AND LEASE AGREEMENT

This Encroachment and Lease Agreement ("Agreement"), made as of the date of the last signature below, by and between T-Mobile South LLC, a Delaware limited liability company ("Licensee"), and the Town of Chapel Hill, a municipal corporation under the laws of North Carolina ("Town").

WHEREAS, Licensee desires to continue to encroach on the Town property, located at 2516/2700 Homestead Road, Chapel Hill, North Carolina, known as the Northern Community Park on Homestead Road as shown on the Site Plan attached hereto as Exhibit A (the "Site"), for the maintenance and operation of Licensee's existing wireless communications system on an existing Duke Energy Corporation transmission tower and the right to install and maintain associated utility wires, cables, conduits, and pipes under a 10 foot wide easement from the nearest utility connection;

WHEREAS, Town owns and maintains the property at said location;

WHEREAS, Town and Licensee's affiliate, SprintCom, Inc., had a previous Encroachment and Lease Agreement for the Site ("Prior Agreement"), which is expired on September 20, 2023 and since which time Licensee has remained on the Site, with Town's permission, under the terms of the Prior Agreement; and

WHEREAS, Town and Licensee desire to enter into a new Agreement for the Site.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions set forth herein, Town grants to Licensee a license to encroach upon the Town property at the location described above to construct, install, erect, and maintain the above described encroachment in generally the location shown on Exhibit A, together with the right of ingress and egress within said area whenever the same is necessary for the purpose of inspecting, maintaining and/or repairing said encroachment.

This Agreement is subject to, and conditioned upon, the following covenants and provisions.

This Agreement shall be binding upon Town and Licensee and their respective successors in interest or title.

1. Licensee, and its successors in interest and title, shall be responsible for construction, reconstruction, maintenance and repair of the above-described encroachment, at Licensee's expense.
2. Licensee shall comply with any applicable Town ordinances, regulations and policies regarding construction and maintenance of said encroachment.
3. Licensee, and its successors in interest or title, agree to defend, indemnify, and hold Town of Chapel Hill and its employees and agents free and harmless from and against any and all damages, settlements, charges, professional fees or other liabilities of every kind arising out of or relating to any and all claims, actions and proceedings in connection with or arising directly out of the construction, installation, maintenance, or erection upon the Town property authorized by the Agreement excepting, however, such liabilities and losses as may be due to or caused by the acts or omissions of Town or its employees or agents.
4. Town may, upon 180 days' written notice by the Town Manager, or as otherwise required by the terms of the Franchise Ordinance, require relocation or removal of all or a portion of said encroachment at Licensee's expense, or at the expense of Licensee's successors in interest or title, to allow for necessary public purposes, and upon said relocation or removal of this license and encroachment and lease agreement shall thereupon terminate and cease.

5. Licensee, and Licensee's successors in interest and title, agree to prudently maintain its facility in accordance with applicable law, so as to not adversely affect the public health, safety or welfare.
6. Additional parties are prohibited from attaching to or using Licensee's equipment without the explicit written permission of the Town; provided, however, use of Licensee's equipment shall not apply to any third party that has or will enter into a mobile virtual network operating agreement or an agreement with Licensee for roaming services.
7. Initial Term and Rental. This Agreement shall be for an Initial term of five (5) years and eight days, beginning September 21, 2023 and ending September 30, 2028, at an annual rental of Thirty-Seven Thousand Three Hundred Ninety-One and 11/100 Dollars (\$37,391.11) (with a three percent annual increase beginning in the second year and each year thereafter) to be paid in advance to Town annually during the term; provided, however, that if the Franchise Ordinance (as defined herein) is terminated or revoked, Licensee shall have no further obligation to pay any rental or other amounts due under this Agreement after the date of such termination or revocation. The first payment, which shall be due no later than 30 days from the date of this Agreement, shall include the period September 21, 2023 through September 30, 2024 in the sum of Thirty-Seven Thousand Three Hundred Ninety-One and 11/100 Dollars (\$37,391.11)..
8. Extension of Term. Licensee shall have the option to extend the term of this Agreement for one (1) additional consecutive five (5) year period. The option for an extended term shall be deemed automatically exercised without notice by Licensee to Town, unless Licensee gives Town written notice of its intention not to exercise any such option, in which case the term of this Agreement shall expire at the end of the then current term. All references herein to the term of this Agreement shall include the term as it is extended as provided in this Agreement.  
It is expressly understood that all rights granted to Licensee under this Agreement are irrevocable until this Agreement expires or sooner terminates as herein provided.
9. Governmental Approvals. This Agreement is subject to Licensee's obtaining and maintaining in effect all certificates, permits, licenses and other approvals required by governmental authorities for its use of the property. If at any time during the term of this agreement, Licensee is unable to use the property for a communications facility in the manner intended by Licensee due to imposed governmental conditions or requirements, or any necessary certificate, permit, license or approval is rejected or any previously issued certificate, permit, license or approval is canceled, expires, lapses, or is otherwise withdrawn or terminated by the applicable governmental authority, or soil boring tests or radio frequency propagation tests are found to be unsatisfactory so that Licensee, in its sole discretion will be unable to use the property for a communications facility in the manner intended by the Licensee, Licensee shall have the right to terminate this Agreement by written notice to the Town and all rentals paid to the Town prior to the termination date shall be retained by the Town. Upon such termination, this Agreement shall become null, and void and the Town and Licensee shall have no further obligations to each other under this Agreement other than Licensee's obligation to remove its property as hereinafter provided.
10. Termination. Either party may terminate this Agreement at any time by giving the other party thirty (30) days written notice of termination prior to the end of the term as described herein.
11. Removal of Improvements. Title to all improvements and equipment constructed or installed by Licensee on the property shall remain in Licensee, and all improvements and equipment constructed by Licensee shall always be and remain the property of Licensee, regardless of whether such improvements or equipment are attached or affixed to the property. Licensee, upon termination of this Agreement, shall, within a reasonable period not to exceed sixty (60) days from the date of such termination, remove all improvements, fixtures and personal property constructed or installed on the property by Licensee.



Notwithstanding the preceding sentence, in the event Town revokes Licensee's franchise pursuant to the Franchise Ordinance, Licensee shall have a period of one hundred eighty (180) days from receipt of written notice of revocation in which to complete such removal and restoration and, if Licensee fails to so remove its equipment within such time period, Town shall have the right to remove such equipment and to draw funds from the letter of credit or call upon the guarantee required under the Franchise Ordinance to cover its costs. Notwithstanding the foregoing, Town may require the removal of said equipment in such a shorter period as Town may determine, in the event the Town Manager determines said removal is necessary for public safety purposes. In such event, Town will provide as much advance written notice as is reasonably feasible to Licensee.

12. Restoration of Site. Licensee, upon termination of this Agreement, shall, within a reasonable period not to exceed sixty (60) days from the date of such termination, or one hundred eighty (180) days from date of involuntary franchise termination, restore the property to its original above grade condition, reasonable wear and tear and loss by casualty excepted. Licensee shall notify Town of its intent and schedule to remove its equipment.
13. Scope of Project. Licensee shall maintain the existing array-style wireless communications transmitting device at the top of an existing 97-foot Duke Energy Corporation-owned electric transmission tower (Line index number IE1968, tower number 8) as described on Exhibit A. Under no circumstances will the transmitting equipment, antennas, wires, lightning rods, or any other devices attached to the tower exceed 107 feet above ground level, without the written permission of the Town Manager. All necessary equipment shall be located either on or within the existing electric transmission tower. Licensee agrees to landscape the area around the tower and fence in a manner that is acceptable to the Town Manager.
14. Maintenance. The Licensee agrees to maintain the condition of the equipment and landscape materials in a reasonable condition and to repair or replace any portion of the equipment or landscaping that is dangerous or would appear to any reasonable person to be in need of repair.
15. Damage to Town Facilities. In the event that Licensee damages Town Property while constructing or maintaining the equipment and/or utility lines, Licensee agrees to restore Town property to its original condition that existed just prior to damage, if possible. If restoration of Town property to such condition is not feasible, Licensee agrees to restore the Town property to the fullest extent possible and to pay the difference in the value of the property before and after the damage occurred. The value shall be determined by negotiation between Licensee and Town. If Licensee and Town cannot agree to the value of the loss, an independent appraiser acceptable to both parties may be hired to determine the value of the loss of the damaged property. In this case, Licensee shall pay all of the costs associated with hiring an independent appraiser. In the event that vegetation is destroyed or damaged by Licensee, Licensee shall replace trees or shrubs with similar plant material of a like species and size. Licensee agrees to warrant all replacement vegetation for a minimum of two years.
16. Use. Licensee shall use the Property for the purpose of constructing, maintaining and operating a communications facility and uses incidental thereto, which facility may consist of such equipment as is necessary to house telecommunications equipment.
17. Hazardous Substances. Licensee, by entering this Agreement, assumes no responsibility or liability for the presence of hazardous substances on, under or around the property, as long as the hazardous substances were not generated, stored, disposed of, or transported to, on, under or around the property by Licensee or its employees, agents or contractors. Town, by entering this Agreement, assumes no responsibility or liability for the presence of hazardous substances on, under or around the property generated, stored, disposed of or transported to, on, under or around the property by Licensee or its employees, agents or contractors or otherwise resulting from Licensee's use of the property. For purposes of this Agreement, "hazardous substances" shall mean (i) any substance, which contains gasoline, diesel fuel or other petroleum hydrocarbons, (ii) any substance which is flammable, radioactive, corrosive or carcinogenic,

(iii) any substance the presence of which on the property causes or threaten to cause a nuisance or health hazard affecting human health, the environment, the property or property adjacent thereto, or (iv) any substance the presence of which on the property requires investigation or remediation under any hazardous substance law, as the same may hereafter be amended. "Hazardous Substance Law" means the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Sec.9601 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C Sec. 6901 et Beg.; the Hazardous Materials Transportation Act, 49 U.S.C. Sec. 1801 et seq; the Clean Water Act 33 U.S.C. Sec.1251 et seq.; the Clean Air Act, 42 U.S.C. Sec.7401 et seq.; the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. Sec. 136 et seq.; the Toxic Substances Control Act, 15 U.S.C. Sec.2601 et seq.; the Emergency Planning and Community Right to Know Act (SARA Title III) 42 U.S.C. Sec.I1001 et seq.; and any applicable state law or regulation.

18. Franchise Ordinance. In connection with this Agreement, Town has granted to Licensee a franchise to operate a personal communications service in the Town of Chapel Hill; the terms and conditions of which have been accepted by Licensee. Town and the Licensee agree that this Agreement shall automatically terminate upon termination of the Franchise Ordinance.
19. Opportunity to Cure. If Licensee shall fail to pay any rental or other amounts payable under this Agreement when due, or if Licensee should fail to perform any other covenants, terms or conditions of this Agreement, prior to exercising any rights or remedies against Licensee on account thereof, Town shall first provide Licensee with written notice of the failure and provide Licensee with a ten ( 10) day period to cure such failure if the failure is a failure to pay rental or other money under this Agreement, or a thirty (30) day period to cure such failure if the failure is a failure to perform any other covenant, term or condition of this Agreement. If the failure is not a failure to pay rental or any other sum of money hereunder but is not capable of being cured within a thirty (30) day period, Licensee shall be afforded a reasonable period of time to cure the failure provided that Licensee promptly commences curing the failure after the notice and prosecutes the cure to completion with due diligence. In the event of a default hereunder that is not cured within applicable cure periods, or in the event the Town elects to revoke Licensee's franchise pursuant to the Franchise Ordinance, Town may terminate this Agreement upon one hundred twenty (120) days prior written notice to Licensee.
20. Notices. All notices hereunder must be in writing and shall be deemed validly given on the date when deposited in the United States mail, by certified mail, return receipt requested, addressed as follows (or to any other address that the party to be notified may have designated to the other party by like notice at least ten (10) days prior thereto):

Licensee: T-Mobile USA, Inc.  
12920 SE 38<sup>th</sup> Street  
Bellevue, WA 98006  
Attention: Lease Compliance/5RA0856A

Town: Chapel Hill Parks & Recreation Department  
200 Plant Road  
Chapel Hill, North Carolina 27514  
Attention: Director of Parks & Recreation

The parties may substitute recipient's names and addresses by giving notice as provided hereunder. Rejection or refusal to accept delivery of any notice, or the inability to deliver any notice because of a changed address, of which no notice was given, shall be deemed to be receipt of such notice.

21. Licensee shall have the right to assign, sublease or otherwise transfer this Agreement, upon written notice to Landlord, to (a) any entity controlling, controlled by or under common control with Licensee; (b) any entity acquiring substantially all of the assets of Licensee; or (c) any successor entity in a merger,

acquisition or consolidation involving Licensee.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK

DRAFT

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respective seals the day and year first above written.

TOWN OF CHAPEL HILL

\_\_\_\_\_  
Town Manager

ATTEST:

\_\_\_\_\_  
Town Clerk

Town Seal

Town Clerk attests date this the \_\_\_\_ day of \_\_\_\_\_, 2024.

Approved as to Form and Authorization

\_\_\_\_\_  
Town Attorney

LICENSEE:  
T-Mobile South LLC

By: \_\_\_\_\_  
Name:  
Title:  
Date: \_\_\_\_\_

**Exhibit "A"**  
**Site Plan**

DRAFT



# TOWN OF CHAPEL HILL

Town Hall  
405 Martin Luther King Jr.  
Boulevard  
Chapel Hill, NC 27514

## Item Overview

Item #: 5., File #: [24-0113], Version: 1

Meeting Date: 3/6/2024

### Dedicate a Private Sewer Easement on Town Property Located at the southern end of Sugarberry Road to Service Three Nearby Properties

**Staff:**

Lance Norris, Director  
Chris Roberts, Manager of Engineering and Infrastructure

**Department:**

Public Works

**Overview:** There are three property owners who are required to connect and be serviced by an Orange Water and Sewer Authority (OWASA) public sanitary sewer main that is parallel to the west-side of Sugarberry Road. One of the properties is located on the east-side of Sugarberry Road and the other two are located on Greenwood Road. All three properties will use its own private sewer lateral that will all be installed within a 10-foot-wide private easement that will cross the Town-owned parcel. Each lateral will have its own identical easement layer over each other. The Town's Parks and Recreations Department does not have a concern with the Town agreeing to this private easement.



**Recommendation(s):**

That the Council adopt a resolution authorizing the Town Manager execute these three private sewer easements on Town Property to serve the properties located on Sugarberry Road and Greenwood Road.

**Key Issues:**

- The request is for three identical and layered private sewer easements to be placed on a Town property, located on the west side of the south end of Sugarberry Road to serve three properties located on the east side of Sugarberry Road.
- The Town owned property is dedicated open space.
- The subject properties are located at 625 Sugarberry Road, 620 Greenwood Road, and 622 Greenwood Road.
- Both OWASA and the Town's Parks and Recreation Department do not have a concern with agreeing to these easements.
- The requesting property owners are responsible for any costs related to the installation of this sewer line, including preparation and recording of said easement.

**Fiscal Impact/Resources:** The Town will not incur any costs related to granting of these easements or the installation of the sewer laterals.



**Attachments:**

- Resolution
- Draft Easement Agreements
- Sealed Easement Exhibit

**A RESOLUTION AUTHORIZING THE TOWN MANAGER TO EXECUTE THREE IDENTICAL AND LAYERED PRIVATE SEWER EASEMENTS ON A TOWN PROPERTY LOCATED ON THE SOUTHERN END OF SUGARBERRY ROAD TO SERVE THREE NEARBY PROPERTIES (2024-03-06/R-3)**

WHEREAS, the request is for three identical and layered private sewer easements to be placed on a Town property, located on the west side of the south end of Sugarberry Road to serve three properties located on the east side of Sugarberry Road; and

WHEREAS, the Town owned property is dedicated open space; and

WHEREAS, the subject properties are located at 625 Sugarberry Road, 620 Greenwood Road, and 622 Greenwood Road; and

WHEREAS, both OWASA and the Town's Parks and Recreation Department do not have a concern with agreeing to these easements; and

WHEREAS, the requesting property owners are responsible for any costs related to the installation of this sewer line, including preparation and recording of said easement.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Town of Chapel Hill that the Council authorizes the Town Manager execute a private sewer easement on Town Property to serve the nearby properties.

This the 6<sup>th</sup> day of March, 2024

---

**The Agenda will reflect the text below and/or the motion text will be used during the meeting.**

By adopting the resolution, the Council authorizes the Town Manager execute these three private sewer easements on Town Property to serve the properties located on Sugarberry Rd and Greenwood Rd.

Prepared By: Bagwell Holt Smith P.A., 111 Cloister Ct., Ste. 200, Chapel Hill, NC 27514 (CAC)

Return To:

Parcel ID Numbers: 9798-19-3939 & 9798-09-8870

State of North Carolina

Town of Chapel Hill

Orange County

**PRIVATE UTILITY EASEMENT AGREEMENT**

This Private Utility Easement Agreement (this “Agreement”), made this \_\_\_\_\_ day of February, 2024 by and between CHRISTOPHER CROWSON AND SPOUSE, ELAINE CROWSON (the “Grantee”), whose mailing address is 620 Greenwood Road, Chapel Hill, NC 27514 and the TOWN OF CHAPEL HILL, a municipal corporation under the laws of North Carolina (the “Town”), whose address is 405 Martin Luther King Junior Boulevard, Chapel Hill, NC 27514.

**WITNESSETH THAT:**

WHEREAS, the Grantee, as the owner of the real property described on **Exhibit A** (the “Grantee Property”), desires to enter upon the real property owned by the Town identified by Orange County, North Carolina Parcel Identification Numbers 9798-09-8870 and being a 0.58 acre parcel more or less, and shown as the “PARK AREA” on the plat of survey recorded in Plat Book 11 Page 41, Orange County Registry, and located on Sugarberry Road in Chapel Hill, NC 27514 (the “Grantor Property”) for the construction, and installation, of sanitary sewer service lines and related utility improvements benefitting the Grantee Property in the location shown on **Exhibit B** attached hereto (the “Easement Area”); and

WHEREAS, the Town owns, maintains and insures the aforementioned Grantor Property;



NOW, THEREFORE, for and in consideration of the mutual covenants and conditions set forth herein, the Town hereby grants, bargains, sells and conveys unto the Grantee, its successors and assigns, as the owner and for the benefit of the Grantee Property, a permanent, perpetual, non-exclusive utility easement over and upon a portion of the Grantor Property for the installation of the sanitary sewer service lines and related utility improvements (the "Improvements"), and for the construction, installation, and maintenance of the above described Improvements in generally the location shown on the attached map, together with the right of ingress and egress within said area whenever the same is necessary for the purpose of inspecting, maintaining and/or repairing said improvements within the Easement Area.

TO HAVE AND TO HOLD, all and singular, the easement rights and privileges described herein unto the Grantee, its successors and assigns forever. The terms of this Agreement shall be appurtenant to, affect, and run with the title to, the Grantor Property and the Grantee Property (together, the "Property"), and shall inure to the benefit of and be binding upon the parties hereto, their heirs, successors and assigns. Each easement, covenant, condition, and restriction contained herein shall be appurtenant to and for the benefit of all of the Property, and shall be binding upon each and every successor-in-interest of the parties hereto, regardless of whether the deed or other instrument of conveyance by which such successor-in-interest acquires title shall recite that the Property or any part thereof is subject and subordinate to the terms and provisions hereof.

This Agreement is subject to, and conditioned upon, the following covenants and provisions.

1. This Agreement shall run with the Town's and Grantee's lands, and shall be binding upon his/their respective successors in interest or title.
2. The Grantee, and his/their successor in interest or title, shall be responsible for construction, reconstruction, maintenance, and repair of the above-described Easement Area at no cost to the Town unless the need for reconstruction, maintenance and repair results from the direct actions of the Town or its agents.
3. The Grantee, and his/their successors in interest of title, shall comply with any applicable Town ordinances, regulations, and policies regarding construction, maintenance, and the repair of said Easement Area.
4. The Grantee, and his/their successors in interest or title, agree to defend, indemnify, and hold the Town of Chapel Hill and its employees and agents free and harmless from and against any and all damages, settlements, charges, professional fees, or other liabilities of every kind arising out of or relating to any and all claims, action, and proceedings in connection with or arising out of the construction, installation, maintenance, or erection within the Easement Area.
5. The Grantee, and his/ their successors in interest or title, agrees to prudently maintain the Improvements so they will no adversely affect the public health, safety, or welfare.

6. This Agreement may not be modified or amended, in whole or in part, except by the written consent of the parties hereto as evidenced by an amendment to this Agreement that has been fully executed and acknowledged and recorded in the Orange County real estate recording office.
  
7. This Agreement is an integrated agreement and expresses the complete agreement and understanding of the undersigned parties and any and all prior or contemporaneous oral agreement or prior written agreement regarding the subject matter hereof shall be merged herein and extinguished. The undersigned parties represent and warrant that the execution of this agreement and any other documents required or necessary to be executed pursuant to the provisions hereof are valid, binding obligations and are enforceable in accordance with and governed by the laws of the State of North Carolina. The Agreement may be executed in multiple counterparts, each of which shall be deemed an original but all of which, taken together, shall constitute the same instrument.

[signature page follows]

IN WITNESS WHEREOF, the undersigned has set its hand and seal to this Agreement as of the day and year first above written.

This the \_\_\_\_\_ day of February, 2024.

\_\_\_\_\_  
Christopher Crowson

\_\_\_\_\_  
Elaine Crowson

State of \_\_\_\_\_

County of \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public in and for said county and State, do hereby certify that Christopher Crowson and Elaine Crowson personally appeared before me this day and acknowledged the due execution of the foregoing Agreement.

Witness my hand and Notarial Seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

IN WITNESS WHEREOF, the undersigned has set its hand and seal to this Agreement as of the day and year first above written.

TOWN OF CHAPEL HILL

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Attest: \_\_\_\_\_

TOWN SEAL

Approved as to Form and Authorization: \_\_\_\_\_

Town Attorney

State of \_\_\_\_\_

County of \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public in and for said county and State, do hereby certify that \_\_\_\_\_, personally came before me this day and acknowledged that she/he is \_\_\_\_\_ of the town of Chapel Hill, a North Carolina municipal corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its \_\_\_\_\_ sealed with its corporate seal and attested by her as its \_\_\_\_\_.

Witness my hand and Notarial Seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_

Notary Public

My Commission Expires: \_\_\_\_\_

**Exhibit A**Tract 1:

All that certain lot or parcel of land situated, lying and being on the West side of Greenwood Road, a short distance East of the Town of Chapel Hill, N.C., and known as Lot No. 2 of the map of the property of Paul Green designated as Greenwood Extension and more particularly described as BEGINNING at a stake in the West property line of the said Road, Philip C. Schinhan's Northeast corner; running thence along the curving West property line of Greenwood Road in a Northern direction 175 feet to a stake, the Southeast corner of Lot No. 1; running thence with the line of the said lot North  $86^{\circ} 42'$  West 275 feet to an iron stake; running thence South  $00^{\circ} 15'$  East 175 feet to a stake in the said Schinhan's line; running thence with the said Schinhan line South  $84^{\circ} 16'$  East 270 feet to the beginning.

Tract 2:

All that certain lot or parcel of land situated, lying and being on the West side of Greenwood Road and more particularly described as BEGINNING at a stake in the West property line of Greenwood Road (which stake is located 174 feet in a Southern direction from the Southwestern intersection of Greenwood Road and Houston Road); running thence from said beginning point and along the West property line of Greenwood Road South  $7^{\circ} 25'$  West 20 feet to an iron, the corner of Donald B. Anderson's lot; thence with his line North  $86^{\circ} 42'$  West 275 feet to an iron; running thence North  $0^{\circ} 15'$  West 48 feet to an iron; running thence a new line South  $79^{\circ} 40'$  East 286 feet to the beginning and being the Southern part of Lot No. 1.

Tracts 1 and 2 are to remain one and the same parcel, described by PIN 9798-19-3939 and by the street address 620 Greenwood Road.

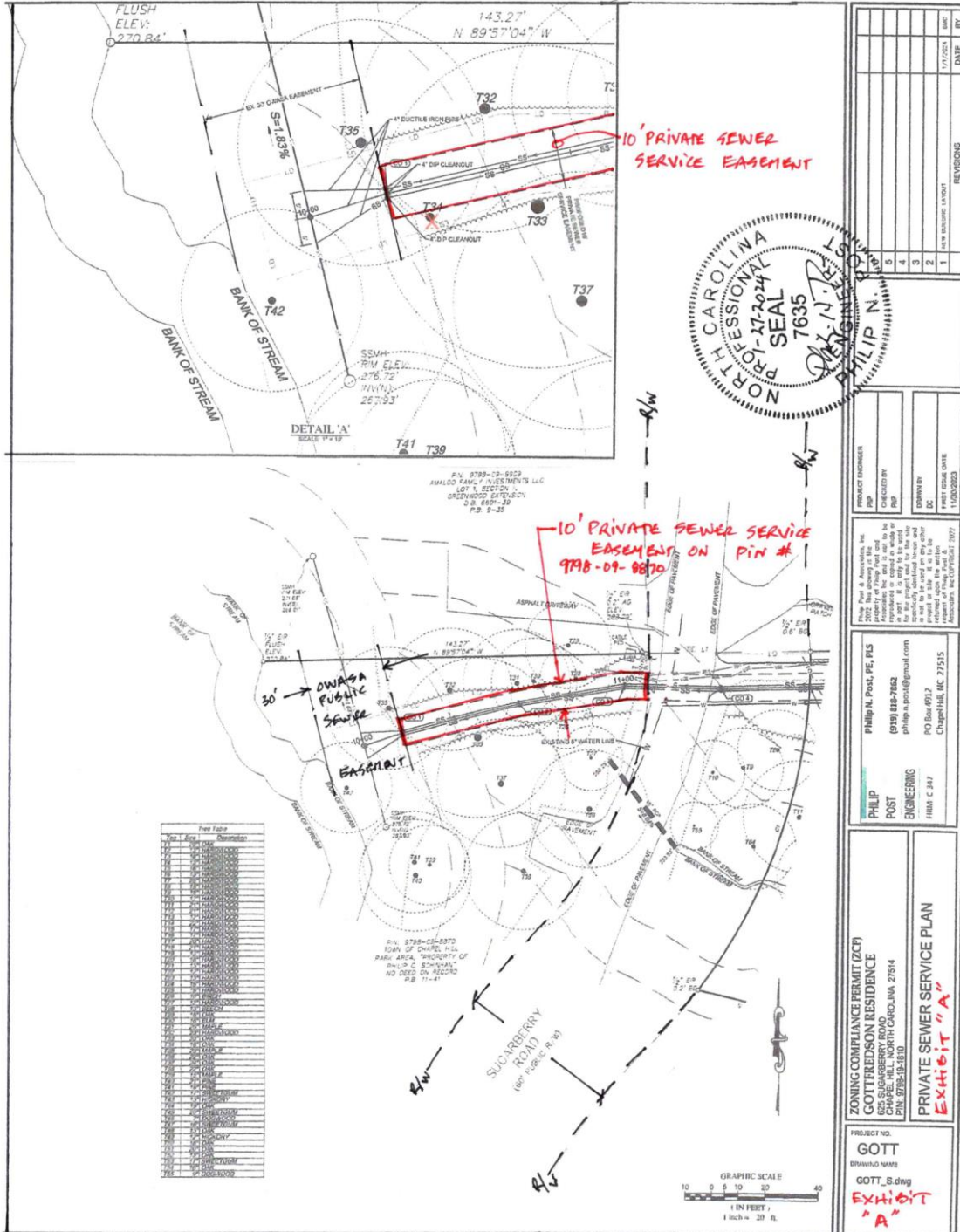
The above describe property is also described as:

BEGINNING at an iron pipe in a control corner being the Northeast corner of the above described Tract 2, and running thence South  $10^{\circ} 04' 03''$  West 19.98 feet to an iron; thence in a counterclockwise direction along the arc of a curve with a radius of 915.12 feet, and a chord being South  $03^{\circ} 26' 14''$  West 176.38 feet to an iron; thence North  $85^{\circ} 37' 41''$  West 281.11 feet to an iron; thence North  $05^{\circ} 57' 51''$  East 175.32 feet to an iron; thence North  $00^{\circ} 07' 42''$  West 50.02 feet to an iron; thence South  $79^{\circ} 40' 00''$  East 280.79 feet to the place and point of BEGINNING, as shown on the survey entitled, "SURVEY FOR CHRISTOPHER CROWSON & ELAINE CROWSON", dated October 8, 2013, by Freehold Land Surveys, Inc.

The property described above was acquired by Grantee by instrument recorded in Book 5715, Page 148, Orange County Registry.

**Exhibit B**

THIS MAP MAY NOT BE A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH RECORDING REQUIREMENTS FOR PLATS.



NO.	REVISIONS	DATE	BY
1	PREPARED LAYOUT	1/1/2024	PHILIP N. POST
2			
3			
4			
5			

PRODUCT FAMILIES PIP CHECKED BY PIP DRAWN BY DC FIRST ISSUE DATE 1/20/2023	Philip N. Post, PE, PLS (919) 882-7882 philipnpost@gmail.com PO Box 4912 Chapel Hill, NC 27515 ENGINEERING HIMA C 347
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ZONING COMPLIANCE PERMIT (ZCP) GOTTFREDSON RESIDENCE 655 SUGARBERRY ROAD CHAPEL HILL, NORTH CAROLINA 27514 PIN# 99B-09-8870	PRIVATE SEWER SERVICE PLAN EXHIBIT "A"
---	---

PROJECT NO. GOTT DRAWING NAME GOTT_S.dwg EXHIBIT "A"
---

Prepared By: Bagwell Holt Smith P.A., 111 Cloister Ct., Ste. 200, Chapel Hill, NC 27514 (CAC)

Return To:

Parcel ID Numbers: 9798-19-1810 & 9798-09-8870

State of North Carolina

Town of Chapel Hill

Orange County

**PRIVATE UTILITY EASEMENT AGREEMENT**

This Private Utility Easement Agreement (this “Agreement”), made this \_\_\_\_\_ day of February, 2024 by and between DENISE GOTTFREDSON AND SPOUSE, GARY DON GOTTFREDSON (the “Grantee”), whose mailing address is 350 Wild Rose Lane, Pittsboro, NC 27312 and the TOWN OF CHAPEL HILL, a municipal corporation under the laws of North Carolina (the “Town”), whose address is 405 Martin Luther King Junior Boulevard, Chapel Hill, NC 27514.

WITNESSETH THAT:

WHEREAS, the Grantee, as the owner of the real property described on **Exhibit A** (the “Grantee Property”), desires to enter upon the real property owned by the Town identified by Orange County, North Carolina Parcel Identification Numbers 9798-09-8870 and being a 0.58 acre parcel more or less, and shown as the “PARK AREA” on the plat of survey recorded in Plat Book 11 Page 41, Orange County Registry, and located on Sugarberry Road in Chapel Hill, NC 27514 (the “Grantor Property”) for the construction, and installation, of sanitary sewer service lines and related utility improvements benefitting the Grantee Property in the location shown on **Exhibit B** attached hereto (the “Easement Area”); and

WHEREAS, the Town owns, maintains and insures the aforementioned Grantor Property;

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions set forth herein, the Town hereby grants, bargains, sells and conveys unto the Grantee, its successors and assigns, as the owner and for the benefit of the Grantee Property, a permanent, perpetual, non-exclusive utility easement over and upon a portion of the Grantor Property for the installation of the sanitary sewer service lines and related utility improvements (the "Improvements"), and for the construction, installation, and maintenance of the above described Improvements in generally the location shown on the attached map, together with the right of ingress and egress within said area whenever the same is necessary for the purpose of inspecting, maintaining and/or repairing said improvements within the Easement Area.

TO HAVE AND TO HOLD, all and singular, the easement rights and privileges described herein unto the Grantee, its successors and assigns forever. The terms of this Agreement shall be appurtenant to, affect, and run with the title to, the Grantor Property and the Grantee Property (together, the "Property"), and shall inure to the benefit of and be binding upon the parties hereto, their heirs, successors and assigns. Each easement, covenant, condition, and restriction contained herein shall be appurtenant to and for the benefit of all of the Property, and shall be binding upon each and every successor-in-interest of the parties hereto, regardless of whether the deed or other instrument of conveyance by which such successor-in-interest acquires title shall recite that the Property or any part thereof is subject and subordinate to the terms and provisions hereof.

This Agreement is subject to, and conditioned upon, the following covenants and provisions.

1. This Agreement shall run with the Town's and Grantee's lands, and shall be binding upon his/their respective successors in interest or title.
2. The Grantee, and his/their successor in interest or title, shall be responsible for construction, reconstruction, maintenance, and repair of the above-described Easement Area at no cost to the Town unless the need for reconstruction, maintenance and repair results from the direct actions of the Town or its agents.
3. The Grantee, and his/their successors in interest of title, shall comply with any applicable Town ordinances, regulations, and policies regarding construction, maintenance, and the repair of said Easement Area.
4. The Grantee, and his/their successors in interest or title, agree to defend, indemnify, and hold the Town of Chapel Hill and its employees and agents free and harmless from and against any and all damages, settlements, charges, professional fees, or other liabilities of every kind arising out of or relating to any and all claims, action, and proceedings in connection with or arising out of the construction, installation, maintenance, or erection within the Easement Area.
5. The Grantee, and his/ their successors in interest or title, agrees to prudently maintain the Improvements so they will no adversely affect the public health, safety, or welfare.



6. This Agreement may not be modified or amended, in whole or in part, except by the written consent of the parties hereto as evidenced by an amendment to this Agreement that has been fully executed and acknowledged and recorded in the Orange County real estate recording office.
  
7. This Agreement is an integrated agreement and expresses the complete agreement and understanding of the undersigned parties and any and all prior or contemporaneous oral agreement or prior written agreement regarding the subject matter hereof shall be merged herein and extinguished. The undersigned parties represent and warrant that the execution of this agreement and any other documents required or necessary to be executed pursuant to the provisions hereof are valid, binding obligations and are enforceable in accordance with and governed by the laws of the State of North Carolina. The Agreement may be executed in multiple counterparts, each of which shall be deemed an original but all of which, taken together, shall constitute the same instrument.

[signature page follows]

IN WITNESS WHEREOF, the undersigned has set its hand and seal to this Agreement as of the day and year first above written.

This the \_\_\_\_\_ day of February, 2024.

\_\_\_\_\_  
Denise Gottfredson

\_\_\_\_\_  
Gary Don Gottfredson

State of \_\_\_\_\_

County of \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public in and for said county and State, do hereby certify that Denise Gottfredson and Gary Don Gottfredson personally appeared before me this day and acknowledged the due execution of the foregoing Agreement.

Witness my hand and Notarial Seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

IN WITNESS WHEREOF, the undersigned has set its hand and seal to this Agreement as of the day and year first above written.

TOWN OF CHAPEL HILL

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Attest: \_\_\_\_\_

TOWN SEAL

Approved as to Form and Authorization: \_\_\_\_\_

Town Attorney

State of \_\_\_\_\_

County of \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public in and for said county and State, do hereby certify that \_\_\_\_\_, personally came before me this day and acknowledged that she/he is \_\_\_\_\_ of the town of Chapel Hill, a North Carolina municipal corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its \_\_\_\_\_ sealed with its corporate seal and attested by her as its \_\_\_\_\_.

Witness my hand and Notarial Seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_

Notary Public

My Commission Expires: \_\_\_\_\_

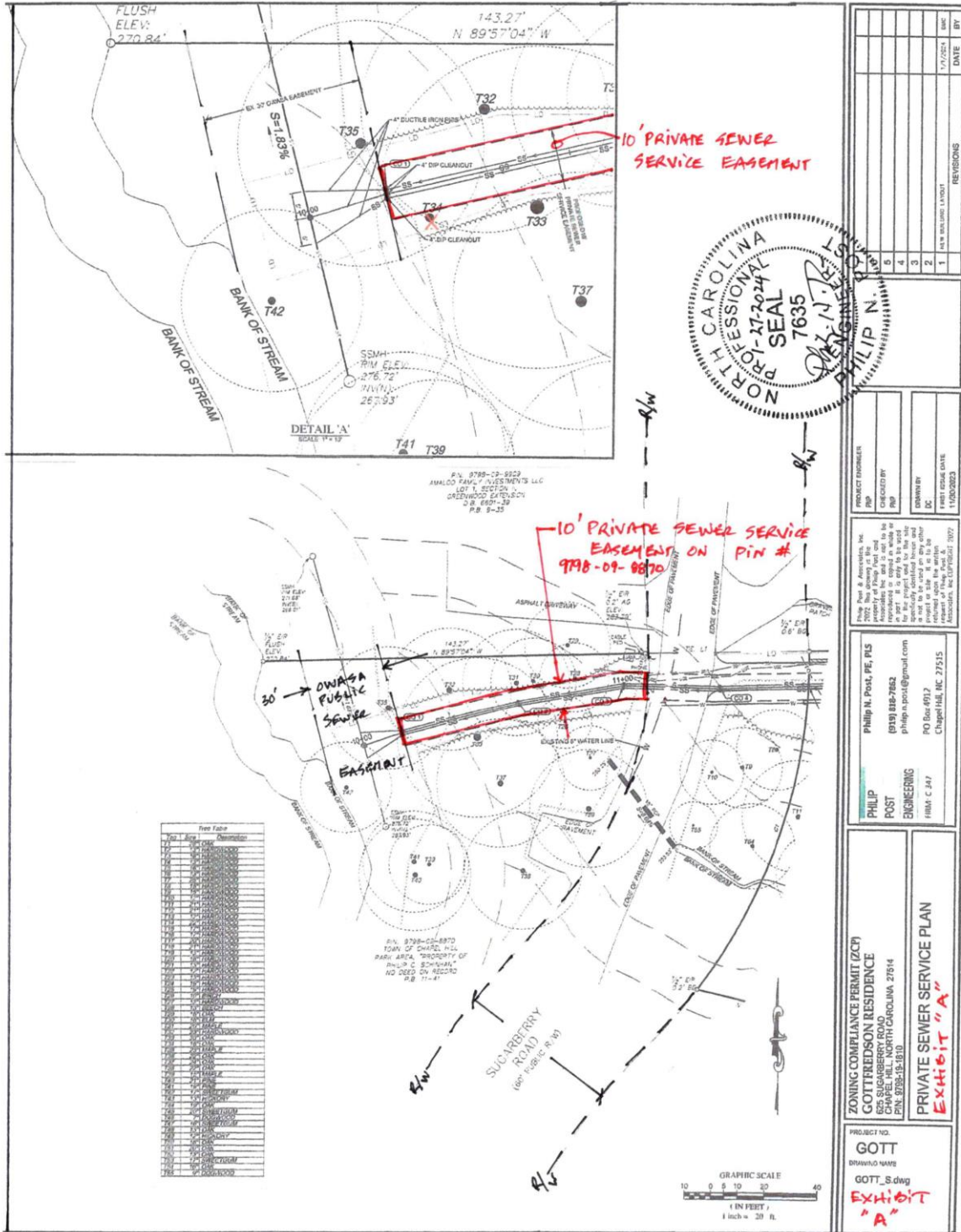
**Exhibit A**

BEING all of Lot 3 of The Philip C. Schinhan (Shinhan) Property Surveyed in September, 1961, plat of which is on record in Plat Book 11, at Page 41, Orange County Registry to which reference is hereby made for a more particular description of same.

The property described above was acquired by Grantee by instrument recorded in Book 6815, Page 1321, Orange County Registry.

**Exhibit B**

THIS MAP MAY NOT BE A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH RECORDING REQUIREMENTS FOR PLATS.





Prepared By: Bagwell Holt Smith P.A., 111 Cloister Ct., Ste. 200, Chapel Hill, NC 27514 (CAC)

Return To:

Parcel ID Numbers: 9798-19-3778 & 9798-09-8870

State of North Carolina

Town of Chapel Hill

Orange County

**PRIVATE UTILITY EASEMENT AGREEMENT**

This Private Utility Easement Agreement (this “Agreement”), made this \_\_\_\_\_ day of February, 2024 by and between CRAIG MORRIS AND SPOUSE, NICOLE MORRIS (the “Grantee”), whose mailing address is 622 Greenwood Road, Chapel Hill, NC 27514 and the TOWN OF CHAPEL HILL, a municipal corporation under the laws of North Carolina (the “Town”), whose address is 405 Martin Luther King Junior Boulevard, Chapel Hill, NC 27514.

WITNESSETH THAT:

WHEREAS, the Grantee, as the owner of the real property described on **Exhibit A** (the “Grantee Property”), desires to enter upon the real property owned by the Town identified by Orange County, North Carolina Parcel Identification Numbers 9798-09-8870 and being a 0.58 acre parcel more or less, and shown as the “PARK AREA” on the plat of survey recorded in Plat Book 11 Page 41, Orange County Registry, and located on Sugarberry Road in Chapel Hill, NC 27514 (the “Grantor Property”) for the construction, and installation, of sanitary sewer service lines and related utility improvements benefitting the Grantee Property in the location shown on **Exhibit B** attached hereto (the “Easement Area”); and

WHEREAS, the Town owns, maintains and insures the aforementioned Grantor Property;

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions set forth herein, the Town hereby grants, bargains, sells and conveys unto the Grantee, its successors and assigns, as the owner and for the benefit of the Grantee Property, a permanent, perpetual, non-exclusive utility easement over and upon a portion of the Grantor Property for the installation of the sanitary sewer service lines and related utility improvements (the "Improvements"), and for the construction, installation, and maintenance of the above described Improvements in generally the location shown on the attached map, together with the right of ingress and egress within said area whenever the same is necessary for the purpose of inspecting, maintaining and/or repairing said improvements within the Easement Area.

TO HAVE AND TO HOLD, all and singular, the easement rights and privileges described herein unto the Grantee, its successors and assigns forever. The terms of this Agreement shall be appurtenant to, affect, and run with the title to, the Grantor Property and the Grantee Property (together, the "Property"), and shall inure to the benefit of and be binding upon the parties hereto, their heirs, successors and assigns. Each easement, covenant, condition, and restriction contained herein shall be appurtenant to and for the benefit of all of the Property, and shall be binding upon each and every successor-in-interest of the parties hereto, regardless of whether the deed or other instrument of conveyance by which such successor-in-interest acquires title shall recite that the Property or any part thereof is subject and subordinate to the terms and provisions hereof.

This Agreement is subject to, and conditioned upon, the following covenants and provisions.

1. This Agreement shall run with the Town's and Grantee's lands, and shall be binding upon his/their respective successors in interest or title.
2. The Grantee, and his/their successor in interest or title, shall be responsible for construction, reconstruction, maintenance, and repair of the above-described Easement Area at no cost to the Town unless the need for reconstruction, maintenance and repair results from the direct actions of the Town or its agents.
3. The Grantee, and his/their successors in interest of title, shall comply with any applicable Town ordinances, regulations, and policies regarding construction, maintenance, and the repair of said Easement Area.
4. The Grantee, and his/their successors in interest or title, agree to defend, indemnify, and hold the Town of Chapel Hill and its employees and agents free and harmless from and against any and all damages, settlements, charges, professional fees, or other liabilities of every kind arising out of or relating to any and all claims, action, and proceedings in connection with or arising out of the construction, installation, maintenance, or erection within the Easement Area.
5. The Grantee, and his/ their successors in interest or title, agrees to prudently maintain the Improvements so they will no adversely affect the public health, safety, or welfare.



6. This Agreement may not be modified or amended, in whole or in part, except by the written consent of the parties hereto as evidenced by an amendment to this Agreement that has been fully executed and acknowledged and recorded in the Orange County real estate recording office.
  
7. This Agreement is an integrated agreement and expresses the complete agreement and understanding of the undersigned parties and any and all prior or contemporaneous oral agreement or prior written agreement regarding the subject matter hereof shall be merged herein and extinguished. The undersigned parties represent and warrant that the execution of this agreement and any other documents required or necessary to be executed pursuant to the provisions hereof are valid, binding obligations and are enforceable in accordance with and governed by the laws of the State of North Carolina. The Agreement may be executed in multiple counterparts, each of which shall be deemed an original but all of which, taken together, shall constitute the same instrument.

[signature page follows]

IN WITNESS WHEREOF, the undersigned has set its hand and seal to this Agreement as of the day and year first above written.

This the \_\_\_\_\_ day of February, 2024.

\_\_\_\_\_  
Craig Morris

\_\_\_\_\_  
Nicole Morris

State of \_\_\_\_\_

County of \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public in and for said county and State, do hereby certify that Craig Morris and Nicole Morris personally appeared before me this day and acknowledged the due execution of the foregoing Agreement.

Witness my hand and Notarial Seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

IN WITNESS WHEREOF, the undersigned has set its hand and seal to this Agreement as of the day and year first above written.

TOWN OF CHAPEL HILL

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Attest: \_\_\_\_\_

TOWN SEAL

Approved as to Form and Authorization: \_\_\_\_\_

Town Attorney

State of \_\_\_\_\_

County of \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public in and for said county and State, do hereby certify that \_\_\_\_\_, personally came before me this day and acknowledged that she/he is \_\_\_\_\_ of the town of Chapel Hill, a North Carolina municipal corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its \_\_\_\_\_ sealed with its corporate seal and attested by her as its \_\_\_\_\_.

Witness my hand and Notarial Seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

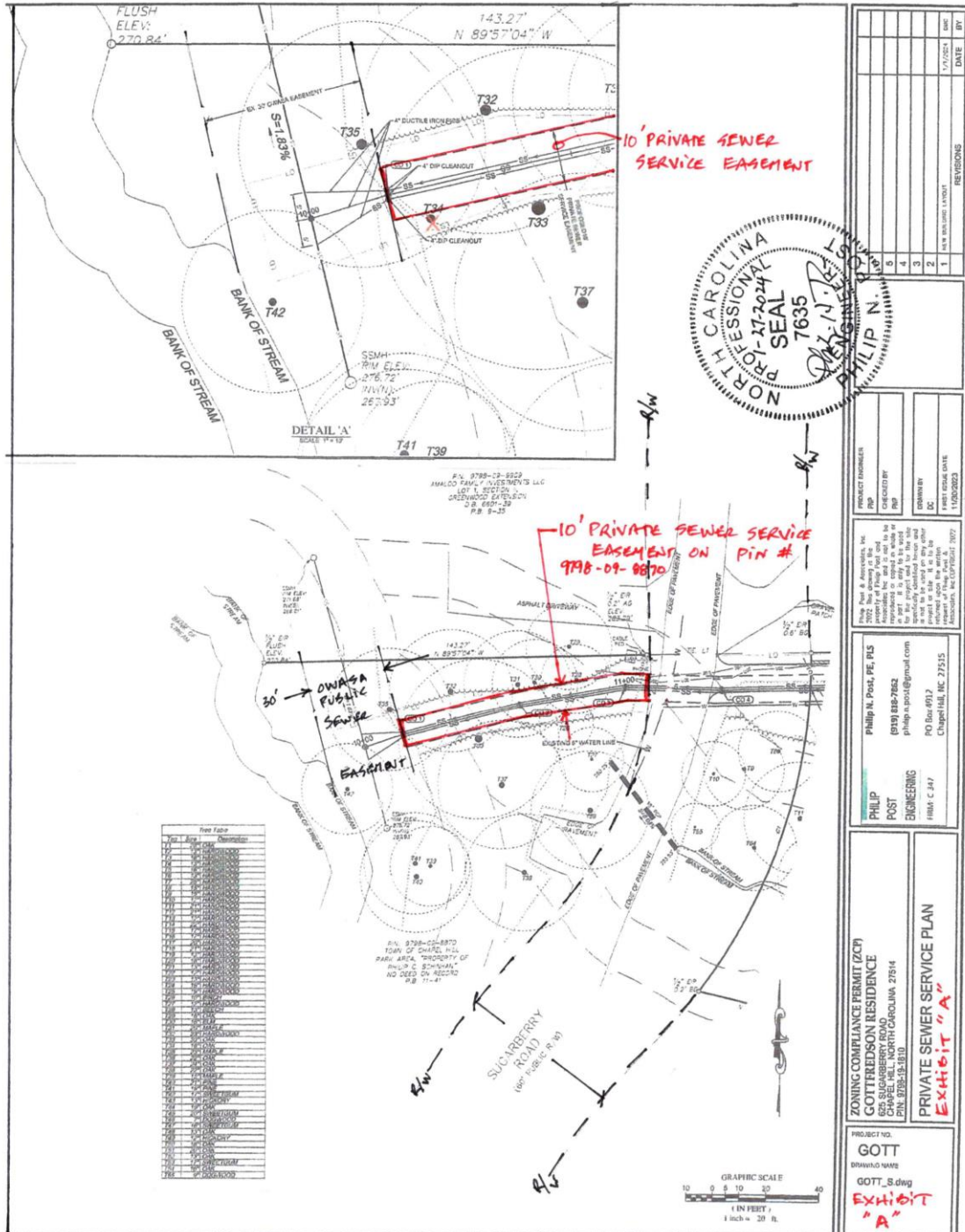
**Exhibit A**

BEGINNING at a stake in the western margin of Greenwood Road and the Southeast corner of Lot No. 2, GREENWOOD EXTENSION according to DB 202 at Page 301, Orange County Registry; running thence with the said margin of Greenwood Road, South 07 degrees 56' 37" East 140.81 feet to a calculated point; continuing thence with the said margin of Greenwood Road along the arc of a circle to the right with a radius of 513.21 feet and arc distance of 113.26 feet to a iron; running thence North 64 degrees 08' 21" West 122.45 feet to an iron, thence North 65 degrees 53' 10" West 153.80 feet to an iron, thence North 58 degrees 29' 53" West 66.0 feet to a stake in the western margin of Lot No. 3, Greenwood Ext. according to Plat Book 11 at Page 41, Orange County Registry; running thence North 01 degrees 42' 48" East 117.92 feet to an iron stake; running thence South 86 degrees 42' 00" East 281.11 feet to an existing iron pin, the point and place of BEGINNING and being an unnamed lot in Greenwood Development according to a plat of survey by Charles R. Billings, Professional Land Surveyor, dated November 18, 2008, and entitled "Property Surveyed for CRAIG AND NICOLE MORRIS."

The property described above was acquired by Grantee by instruments recorded in Book 4655, Page 406, Orange County Registry, and Book 4899 Page 148, Orange County Registry.

### Exhibit B

THIS MAP MAY NOT BE A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH RECORDING REQUIREMENTS FOR PLATS.



THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS.



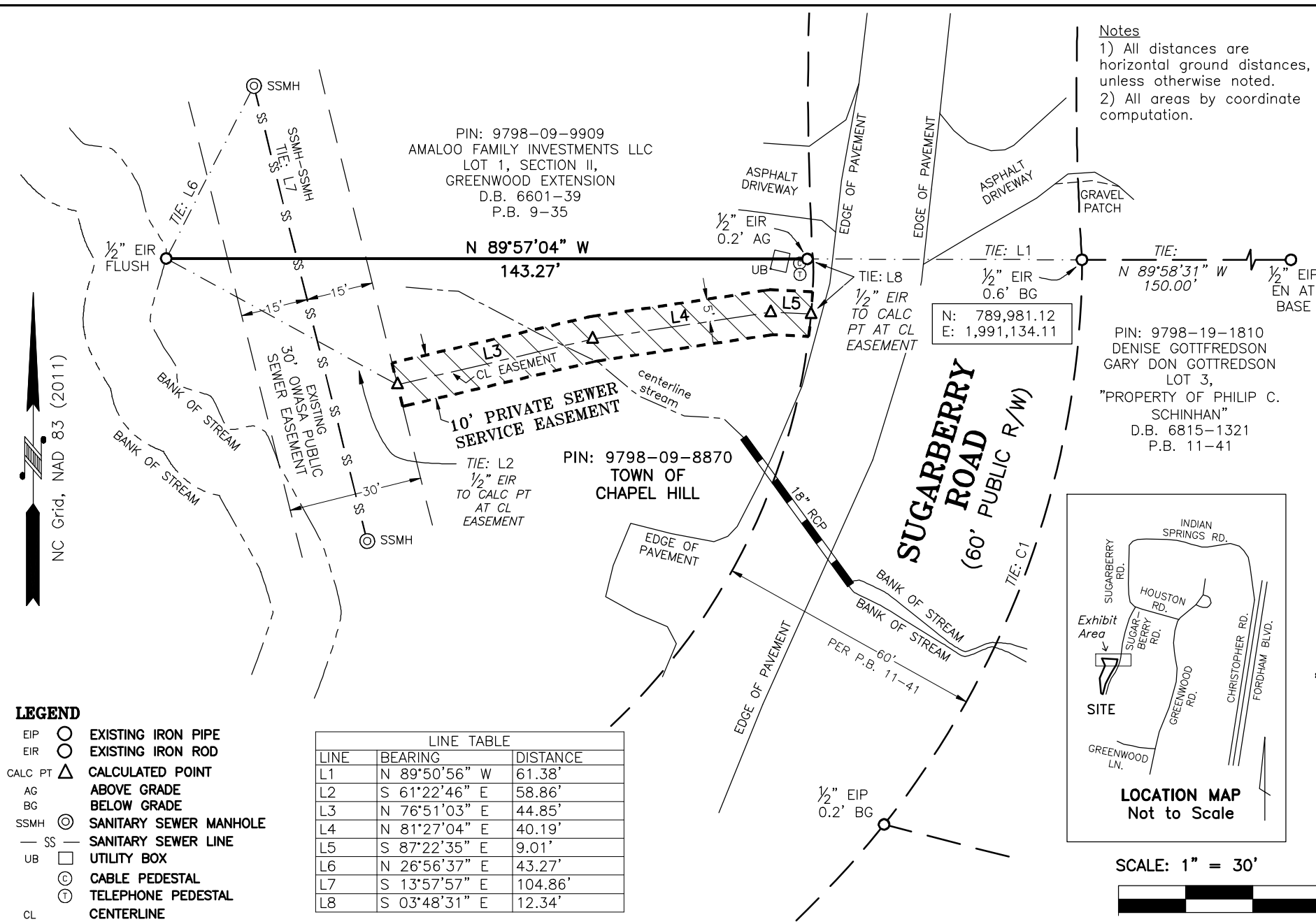
**Notes**  
 1) All distances are horizontal ground distances, unless otherwise noted.  
 2) All areas by coordinate computation.

PIN: 9798-09-9909  
 AMALOO FAMILY INVESTMENTS LLC  
 LOT 1, SECTION II,  
 GREENWOOD EXTENSION  
 D.B. 6601-39  
 P.B. 9-35

PIN: 9798-19-1810  
 DENISE GOTTFREDSON  
 GARY DON GOTTFREDSON  
 LOT 3,  
 "PROPERTY OF PHILIP C.  
 SCHINHAN"  
 D.B. 6815-1321  
 P.B. 11-41

PIN: 9798-09-8870  
 TOWN OF  
 CHAPEL HILL

N: 789,981.12  
 E: 1,991,134.11

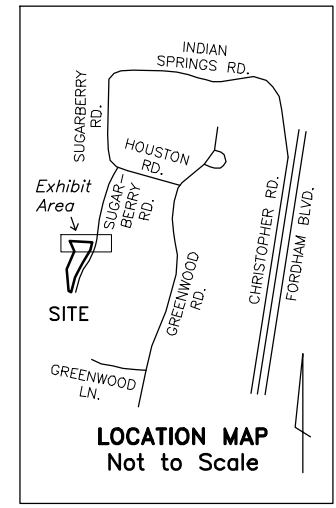


NC Grid, NAD 83 (2011)

- LEGEND**
- EIP ○ EXISTING IRON PIPE
  - EIR ○ EXISTING IRON ROD
  - CALC PT ▲ CALCULATED POINT
  - AG ■ ABOVE GRADE
  - BG ■ BELOW GRADE
  - SSMH ⊙ SANITARY SEWER MANHOLE
  - SS — SANITARY SEWER LINE
  - UB □ UTILITY BOX
  - ⊕ CABLE PEDESTAL
  - ⊙ TELEPHONE PEDESTAL
  - CL — CENTERLINE
  - RCP — REINFORCED CONCRETE PIPE
  - ▨ PRIVATE SEWER SERVICE EASEMENT

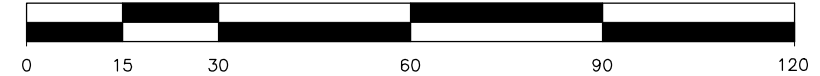
LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 89°50'56" W	61.38'
L2	S 61°22'46" E	58.86'
L3	N 76°51'03" E	44.85'
L4	N 81°27'04" E	40.19'
L5	S 87°22'35" E	9.01'
L6	N 26°56'37" E	43.27'
L7	S 13°57'57" E	104.86'
L8	S 03°48'31" E	12.34'

CURVE TABLE					
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	204.00'	136.31'	133.79'	S 19°18'24" W	38°17'04"



**EXHIBIT PLAT**  
 PROPERTY OF  
**Town of Chapel Hill**  
 PIN: 9798-09-8870  
 PARK AREA,  
 "PROPERTY OF PHILIP C. SCHINHAN"  
 PLAT REFERENCE: 11-41  
 NO DEED FOUND  
 CHAPEL HILL TWP. ORANGE CO.  
 NORTH CAROLINA

SCALE: 1" = 30'



**FREEHOLD LAND SURVEYS, INC.** C-165

Mailing Address: P.O. BOX 188, CARRBORO, NC 27510  
 Office Address: 1777 FORDHAM BLVD. SUITE 104, CHAPEL HILL, NC 27514

EXHIBIT PLAT DATE: FEB. 2, 2024  
 SURVEY DATE: OCT. 13, 2023



# TOWN OF CHAPEL HILL

Town Hall  
405 Martin Luther King Jr.  
Boulevard  
Chapel Hill, NC 27514

## Item Overview

Item #: 6., File #: [24-0114], Version: 1

Meeting Date: 3/6/2024

### Increase the Project Authorization for the Rosemary Street Parking Deck.

#### Staff:

Chris Blue, Town Manager  
Mary Jane Nirdlinger, Deputy Town Manager  
Amy Oland, Director  
Lance Norris, Director  
Chad Brown, Capital Projects Manager

#### Department:

Town Manager  
  
Business Management  
Public Works

**Overview:** See staff memo.



#### Recommendation(s):

That the Council increase the project authorization by up to **\$3.02** million to cover the materials and costs for completion.

#### Key Issues:

- The current cost estimate to complete the project, which includes materials fees, price escalation, and unforeseen construction needs, as well as design fees and other costs associated with the project, exceeds the approved project budget.
- The project authorization must be increased in order for the Town to finish paying for the project.

#### Fiscal Impact/Resources:

- The ultimate goal is for the Parking Fund to generate the revenues (parking fees) necessary to support the annual debt service payments on a borrowing.
- For now, excess project costs can temporarily be paid from Debt Service fund balance which allows the staff time to confirm final project costs beyond the known costs and to limit a future borrowing to only what is necessary. This strategy also expands our borrowing options to include Limited Obligation Bonds (LOBS) and installment financing.



#### Attachments:

- Authorizing Resolution
- Reimbursing Resolution
- Staff Memorandum

**A RESOLUTION INCREASING THE PROJECT AUTHORIZATION BY UP TO \$3.02 MILLION FOR THE ROSEMARY STREET PARKING DECK (2024-03-06/R-4)**

WHEREAS, the Council approved the Rosemary Street Parking Deck construction in June, 2021 with an overall project budget of \$39 million; and

WHEREAS, the Council approved an increase of up to \$9 million in the project authorization due to previously unknown site conditions which required different foundation design from the one originally bid and contracted for; and

WHEREAS, the change to the original design required a new construction method and previously unplanned materials and labor; and

WHEREAS, the redesign required adding time to the overall project schedule; and

WHEREAS, it continues to be important to the Town and the Downtown to complete the project as planned because it supports and is key to other redevelopment initiatives; and

WHEREAS, the project has continued through a time of economic uncertainty and unpredictable cost escalations; and

WHEREAS, the changes to the design, materials, schedule, and follow-on changes have been and will continue to be thoroughly evaluated by Town staff with the support of the architectural design team and a third-party independent reviewer; and

WHEREAS, the project is near completion and the final costs are more accurately known by the project team; and

WHEREAS, the Town staff will communicate any additional budget or schedule changes to the Council through the end of the project.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Town of Chapel Hill that the Council increases the project authorization by up to \$3.02 million for the Rosemary Street Parking Deck project.

This the 6th day of March, 2024.

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**The Agenda will reflect the text below and/or the motion text will be used during the meeting.**

PRESENTER: Mary Jane Nirdlinger, Deputy Town Manager

RECOMMENDATION: That the Council approve the increase to the project authorization by up to \$3.02 million for the Rosemary Street Parking Deck project.



**A RESOLUTION REIMBURSING THE TOWN FOR EAST ROSEMARY DECK EXPENDITURES (2024-03-06/R-5)**

WHEREAS, the Town of Chapel Hill intends to undertake the Project (as described below), use its own funds to pay initial Project costs, and then reimburse itself from bond financing proceeds for these early expenditures; and

WHEREAS, the Business Management Director has advised Council that it should adopt this resolution to document the Town's plans for reimbursement, to comply with certain federal tax rules relating to reimbursement from financing proceeds.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Chapel Hill, North Carolina, as follows:

1. The Project is the East Rosemary Deck.
2. The Town intends to advance funds for initial Project costs, including land acquisition, and then reimburse itself from bond financing proceeds. The financing will take the form of limited obligation bonds.
3. The Town currently expects to borrow up to \$51,000,000 for the East Rosemary Deck project. \$39,000,000 was issued in August 2021 and the remaining \$12,000,000 is projected to be issued in June 2024. The amount of bonds that will be issued is subject to further Council approval.
4. Funds for the early Project expenditures may come from the Town's Parking Fund or General Fund.
5. The Town intends for the adoption of this resolution to be a declaration of its official intent to reimburse itself from bond financing proceeds for Project cost expenditures.

This the 6<sup>th</sup> day of March, 2024.

**MEMORANDUM**


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**To:** Mayor and Town Council

**From:** Chris Blue, Town Manager  
Mary Jane Nirdlinger, Deputy Town Manager  
Lance Norris, Director of Public Works  
Chad Brown, Capital Projects Manager  
Amy Oland, Director of Business Management

**Date:** March 6, 2024

**Subject:** **Rosemary Parking Deck Update and Project Authorization Increase**

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**Summary**

- The Town Council [authorized the Town Manager to negotiate and execute a contract](#)<sup>1</sup> for the Rosemary Parking Deck Project on June 14, 2021.<sup>2</sup>
- On November 16, 2022<sup>3</sup>, the [Town Council increased the project authorization by](#)<sup>4</sup> up to \$9 million to cover the known and anticipated cost increases related to the change in design for a new foundation system (micropiles), bringing the total project budget to 47.98 million.
- In November 2022, staff acknowledged that the project budget was based on the best information available and recognized that certain elements couldn't be fully known until later.
- The project has experienced ripple effects due to schedule delay and price escalations in the global construction market since November 2022.
- Town staff continues to work with Walker Consulting, our design team, and Samet (the contractor) to evaluate and reduce costs as possible and Samet continues to waive their fees for additional services.
- The current estimate is for the Deck to open for operations in late May 2024.
- The current cost estimate to complete the project, including the cost of materials, labor overall cost escalation, and unforeseen construction needs, as well as design fees and other costs associated with the project exceeds the approved project budget.

**Recommendation**

Staff recommends increasing the project authorization by up to **\$3.02** million to cover the materials and costs for completion. Our intent is to only release authorization for anticipated costs as they are documented, reviewed, and agreed-upon by our staff and third-party review team.

**Financial Impacts**


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<sup>1</sup> <https://chapelhill.legistar.com/LegislationDetail.aspx?ID=4987952&GUID=C7E6D090-AFE4-490A-84A7-70BF43E391AF>

<sup>2</sup> <https://chapelhill.legistar.com/LegislationDetail.aspx?ID=4987952&GUID=C7E6D090-AFE4-490A-84A7-70BF43E391AF>

<sup>3</sup> <https://chapelhill.legistar.com/LegislationDetail.aspx?ID=5937011&GUID=5794DDA0-BB5C-48DA-857A-E4AB083DC61A&Options=&Search=>

<sup>4</sup> <https://chapelhill.legistar.com/LegislationDetail.aspx?ID=5937011&GUID=5794DDA0-BB5C-48DA-857A-E4AB083DC61A&Options=&Search=>

Since November 2022, Town staff, with the assistance of the Design Team and Walker Consulting has tracked Allowances and Exposures and made decisions on each request for additional funding. Samet has negotiated for reduced rates and fees wherever possible, and they continue to forego their standard 4% fee for change orders.

The project authorization must be increased in order for the Town to finish paying for the project.

### Budget Gap

<b>Budget Gap</b>	
<b>Samet Construction Contract increases for design changes, dewatering, cost escalation, and approved project costs</b>	\$2,145,687
<b>Project related costs not in construction contract</b>	
Wayfinding signage	\$30,000
Cell phone booster system installation (will know if needed once deck is constructed)	\$150,000
Low voltage system requirements	\$125,000
Security cameras and installation	\$150,000
<b>Increased design fees for dewatering, additional time, design changes, and construction oversight</b>	\$90,000
<b>~11% Contingency</b>	\$330,245
<b>Total</b>	<b>\$3,020,932</b>

**We recommend increasing the project authorization by \$3.02 million to cover the final expenses of the project.**

→ The project team recommends including a minimum 10% contingency to cover unforeseen conditions.

Any unused allowances, exposures, or contingency funds would be unspent and would potentially release the debt capacity for use on other Town priorities at the completion of the project.

### 1. Funding

**The ultimate goal is to have the Parking Fund generate the revenues (parking fees) necessary to support the annual debt service payments on a borrowing.**

For now, excess project costs can temporarily be paid from Debt Service fund balance which allows the staff time to confirm final project costs beyond the known costs and to limit a future borrowing to only what is necessary. This strategy also expands our borrowing options to include Limited Obligation Bonds (LOBS) and installment financing.

### **Payoff and Debt Capacity Impacts**

The Town has the capacity to absorb this change with the existing debt service capacity that resulted from project borrowing delays (March 2023 streets & sidewalks and affordable housing bonds and the Municipal Services Center now permanently on hold) and by delaying the start of new, unfunded, or previously unplanned Town projects until the Debt Fund was able to accumulate the additional debt capacity for borrowing.

The average annual debt service for the additional costs is about \$200,000 which does not have a large impact overall. However, based on the additional project costs over what was originally projected and the changing market conditions, the Town could see the following impacts.

Payoff impacts:

- Positive annual cash flow from the deck could be pushed to FY 2030 vs FY 2029 because of the additional debt but also as a result of rising interest rates and the delayed opening. This means that based on current projections, the first year that annual revenues will exceed annual expenditures is projected to be FY 2030.
- Positive cumulative cash flows are anticipated in FY 2033 due to revised rate and occupancy projections. This means that it will be FY 2033 when the sum of all revenues from the opening of the deck less the sum of all expenditures from the first debt payment made during construction of the deck will be positive going forward. The Debt Service fund will be absorbing the cost of borrowing for the Rosemary Parking Deck until the deck is open, generating revenue, and reaches positive cumulative cash flows.

Debt capacity impacts similar to what was previously shared:

- Debt ratios (10-year payout, Debt to Assessed Value, and Debt Service to Expenditures) will be higher than the approved Town debt policy level for 3-5 years.
- May postpone ability to finance additional projects by 3-5 years.

### **Revenues**

Other strategies that Town staff will explore as the construction continues include reviewing the leasing and payment structures for the deck once it opens and negotiating with projects in the pipeline to

assure that the revenue strategy maximizes the benefits of the project to the downtown while accelerating the payback schedule on the additional debt.

Town management and parking staff evaluated our fee structure prior to Council proceeding with the East Rosemary Parking deck. Systemic changes were made to help produce more revenue and make sure the enterprise fund moves toward self-sufficiency.

Changes made in recent years to parking operations:

- Removed the Parking Fee chart from the budget process so that we are on a path to market-based parking.
- Changed our monthly parking fees to 12-hour increments to improve income from these users. This also prepares us for a shared parking system when we have a balance between residential and office users.
- Committed to over-leasing our monthly parking spaces to maximize income.
- We are also collecting and sharing data to better monitor our overall parking system and to better manage the overall system.
- We are in an aggressive mode of promoting our parking system through social media, ads, and stories around our parking system. The goal is to gain better occupancy on underperforming lots and the encourage higher utilization of all parking spaces.

### **Conclusion**

The increased costs for the project can be handled by the Town with the strategies and impacts identified above. The Deck continues to be a critical element of the overall vision for downtown Chapel Hill, and the Town has mechanisms in place to absorb the additional costs by deferring unfunded projects. Town staff will continue to explore options for revenue generation and return to Council with further recommendations as appropriate.

In order for the Town to reimburse itself for the additional deck project costs with a future borrowing, Council needs to approve the attached reimbursement resolution for the new total project authorization of up to \$51 million.



# TOWN OF CHAPEL HILL

Town Hall  
405 Martin Luther King Jr.  
Boulevard  
Chapel Hill, NC 27514

## Item Overview

Item #: 7., File #: [24-0115], Version: 1

Meeting Date: 3/6/2024

### Authorize the Town Manager to Formally Prepare a New Framework for Advisory Boards

#### Staff:

Susan Brown, Strategic Communications and Marketing Executive Director  
Anita Badrock Employee Engagement and Organizational Development Director  
Shenekia Weeks, DEI Officer  
Sarah Poulton, Senior Project Manager  
Britany Waddell, Planning Director  
Sabrina Oliver, Director/Town Clerk  
Amy Harvey, Deputy Town Clerk  
Brenton Hodge, Assistant Town Clerk  
Matthew DeBellis, Assistant Town Clerk

#### Departments:

Manager's Office  
  
  
  
Planning  
Governance Services

**Overview:** In the spring of 2023, the Town Council asked staff to assess Advisory Board roles and functions and make recommendations for improvement. The Autonomous and Semi- Autonomous Boards, such as the Planning Commission and Chapel Hill Downtown Partnership, were determined to be outside of this scope of this project.

Since that time, a staff workgroup has solicited input from multiple Advisory Board members and staff liaisons. Council received updates at two different work sessions, on September 20, 2023 and November 13, 2023 and generally supported the scope and direction of this work.

#### ★ **Recommendation(s):**

That Council authorize the Town Manager to formally prepare a new framework for Advisory Boards consistent with the scope and direction discussed in previous work sessions and return to Council for formal approvals.

Staff identified common interests from all parties to be

- good stewardship of resources;
- clearly defined roles and responsibilities; and
- meaningful and diverse public input.

In alignment with these interests, staff recommends the following framework (Good Stewardship of Resources, Clearly Defined Roles and Responsibilities, and Meaningful and Diverse Public Input):

#### **Good Stewardship of Resources**

- Meet four times between September-June each year and adopt calendar (can call special meetings if needed)
- Consistent membership numbers for each Board
- Consistent terms of office for all Boards
- Dissolved the Justice in Action Committee and thanked the members for their service ([11/29/23](#))

<https://chapelhill.legistar.com/View.ashx?M=F&ID=12491062&GUID=0AED08C6-EC4E-47E8->  
)

- Approve the use of professional arbitrators to make recommendations about employee grievances as members of the Grievance Hearing Board.
- Amend the annual calendar for recruitment, selection, appointment, and training of Board members

### Clearly Defined Roles and Responsibilities

- Standardize all Board names to \_\_\_\_\_ Advisory Board to clarify role and function
- Realign all Board charges to focus on policy recommendations to Council
- Provide Board 101 training for all members that includes DEI and officer training.
- Provide enhanced training for Staff liaisons

### Meaningful and Diverse Public Input

- Redesign Application to learn more about applicants' skills, interests, and lived experiences
- Provide scoring rubric for Board members and staff liaisons to evaluate applicants and make appointment recommendations

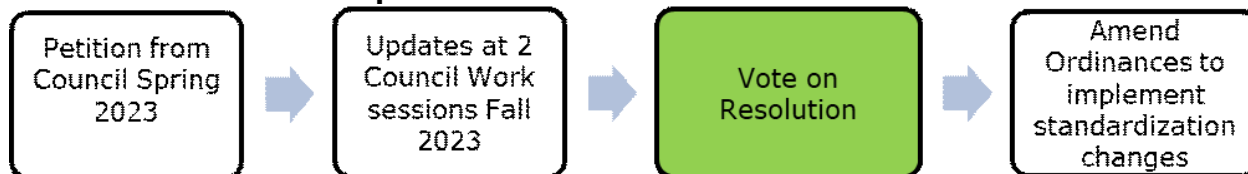
### Decision Points:

- Affirm the Boards and Commissions that will fall under the new framework. Staff recommends the following:
  - Environmental Stewardship Advisory Board
  - Transportation and Connectivity Advisory Board
  - Housing Advisory Board
  - Community Policing Advisory Committee
  - Parks, Greenways and Recreation Commission
  - Stormwater Management Utility Advisory Board
  - Human Services Advisory Board
  - Chapel Hill Public Library Advisory Board
  - Chapel Hill Cultural Arts Commission
- Agree to the use of professional arbitrators to hear employee grievances and make recommendations to the Town Manager.

### Fiscal Impact/Resources:

Payment to professional arbitrators is estimated at \$3000 annually  
Possible additional training costs estimated at \$2500 annually  
Better use of volunteer and staff time

### Where is this item in its process?



### Attachments:

- Resolution

**A RESOLUTION AUTHORIZING THE TOWN MANAGER TO FORMALLY PREPARE A NEW FRAMEWORK FOR ADVISORY BOARDS CONSISTENT WITH THE SCOPE AND DIRECTION DISCUSSED IN PREVIOUS WORK SESSIONS AND RETURN TO COUNCIL FOR FORMAL APPROVALS. (2024-03-06/R-6)**

WHEREAS, in the spring of 2023, some Council members petitioned staff to assess the role and function of various Town Advisory Board and make suggestions for changes; and

WHEREAS, staff has shared the work in progress with Council members at work sessions on September 20, 2023 and November 13, 2023, and

WHEREAS, at those work sessions, Council members reviewed and discussed the work in progress and showed general support for the direction and suggestions made by staff; and

WHEREAS, Town staff has continued to work on clarifying Advisory Board roles and responsibilities, designing a framework that promotes the effective and efficient use of volunteer and staff resources; and designing a recruitment, selection, and appointment process to better meet the interests of diversifying community participation on Advisory Boards; and

WHEREAS, staff will provide resolution and ordinance amendments at a future meeting; and

WHEREAS, this framework meets the interests of the Chapel Hill Town Council.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Town of Chapel Hill that the Council authorizes the Town Manager to formally prepare a new framework for Advisory Boards consistent with the scope and direction discussed in previous work sessions and return to Council for formal approvals.

This the 6th day of March, 2024.

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**The Agenda will reflect the text below and/or the motion text will be used during the meeting.**

PRESENTER: Susan Brown, Strategic Communications & Marketing Executive Director  
Anita Bardrock, Employee Engagement and Organizational Development Director

RECOMMENDATION: That the Council authorize the Town Manager to formally prepare a new framework for Advisory Boards consistent with the scope and direction discussed in previous work sessions and return to Council for formal approvals.