



TOWN OF CHAPEL HILL

Town Council Meeting Agenda

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

Mayor Pam Hemminger
Mayor pro tem Michael Parker
Council Member Jessica Anderson
Council Member Allen Buansi

Council Member Hongbin Gu
Council Member Tai Huynh
Council Member Amy Ryan
Council Member Karen Stegman

Wednesday, June 23, 2021 7:00 PM

Virtual Meeting

Virtual Meeting Notification

Town Council members will attend and participate in this meeting remotely, through internet access, and will not physically attend. The Town will not provide a physical location for viewing the meeting.

The public is invited to attend the Zoom webinar directly online or by phone. Register for this webinar:

*https://us02web.zoom.us/webinar/register/WN_mPZV9Eb3TXGsIC8LgrOhVA
After registering, you will receive a confirmation email containing information about joining the webinar in listen-only mode. Phone: 301-715-8592, Meeting ID: 853 2778 0522*

View Council meetings live at <https://chapelhill.legistar.com/Calendar.aspx> – and on Chapel Hill Gov-TV (townofchapelhill.org/GovTV).

OPENING

ROLL CALL

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.

ANNOUNCEMENTS BY COUNCIL MEMBERS

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.

1. Approve all Consent Agenda Items. [\[21-0581\]](#)

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

2. Approve the Miscellaneous Budget Ordinance Amendment to Adjust Various Fund Budgets for FY 2020-21. [\[21-0582\]](#)

By enacting the budget ordinance amendment, the Council adjusts the General Fund, Downtown Service District Fund, Library Gift Fund, Vehicle Maintenance Fund, Transit Fund, Transit Capital Reserve Fund, and Debt Fund. By enacting the project ordinance amendments, the Council adjusts the Affordable Housing Fund, 2015 Streets and Sidewalks Bond Fund, Capital Projects Ordinance Fund, American Rescue Plan Act Fund and 2021 Limited Obligation Bonds Fund.

3. Adopt Final Resolution for Approval of Limited Obligation Bonds. [\[21-0583\]](#)

By adopting the resolution, the Council adopt the resolution providing for final issuance approval of terms and documents for the Town's 2021 Limited Obligation Bonds issuance for the Rosemary Deck Parking project (\$39 million), Blue Hill District Phase II - Elliott Road Reconstruction project (\$6.48 million), and to refinance existing obligations (up to \$10 million).

4. Authorize the Town Manager to Execute a Contract for Construction Administration Services for the Estes Drive Bicycle-Pedestrian Improvement Project. [\[21-0584\]](#)

By adopting the resolution, the Council authorizes the Town Manager to execute a contract with SEPI, Inc. in an amount of \$499,005.16.

5. Award a Bid for the Road Reconstruction of Country Club Road. [\[21-0585\]](#)

By adopting the resolution, the Council authorizes execution of a

contract with Turner Asphalt GC, LLC to provide street resurfacing services.

- 6.** Incorporate the Climate Action and Response Plan as a Component of the Town's Comprehensive Plan. [\[21-0586\]](#)

By adopting the resolution, the Council would incorporate the Climate Action and Response Plan into the Town's Comprehensive Plan, thereby allowing the Council to use the plan as the basis for voluntary conditions in proposed conditional zoning districts.

- 7.** Close an Unimproved and Unpaved Portion of Mitchell Lane Public Right-of-Way. [\[21-0587\]](#)

By adopting the resolution, the Council closes an unimproved and unpaved portion of public right-of-way on Mitchell Lane.

- 8.** Call a Public Hearing to Consider a Land Use Management Ordinance Text Amendment to Section 8.5 Revising Rules of the Community Design Commission for September 1, 2021. [\[21-0588\]](#)

By adopting the resolution, the Council calls a public hearing to consider text amendments revising rules of the Community Design Commission for September 1, 2021.

- 9.** Call a Public Hearing on September 22, 2021 for the Future Consideration of a Parking Payment-in-Lieu System, Land Use Management Ordinance Text Amendment, and Associated Policy. [\[21-0589\]](#)

By adopting the resolution, the Council calls a public hearing on September 22, 2021 for the future consideration of a Parking Payment-in-Lieu system, LUMO text amendment, and associated policy.

INFORMATION

- 10.** Receive Upcoming Public Hearing Items and Petition Status List. [\[21-0590\]](#)

By accepting the report, the Council acknowledges receipt of the Scheduled Public Hearings and Status of Petitions to Council lists.

DISCUSSION

- 11.** Second Reading to Consider an Application for Conditional Zoning - Aura Development, 1000 Martin Luther King, Jr. Blvd. [\[21-0591\]](#)

PRESENTER: Judy Johnson, Assistant Planning Director

RECOMMENDATION: That the Council enact Revised Ordinance A, approving the Conditional Zoning application.

SPECIAL USE PERMIT

- 12.** Consider an Application for Special Use Permit [\[21-0592\]](#)
Modification -Timberlyne Offices, 120 Banks Drive.

PRESENTER: Judy Johnson, Assistant Planning Director

- a. Without objection, the revised report and any other materials submitted at the hearing for consideration by the Council will be entered into the record
- b. Introduction and revised recommendation
- c. Comments and questions from the Mayor and Town Council
- d. Applicant's statement regarding proposed conditions
- e. Motion to adopt a resolution approving the Special Use Permit.

RECOMMENDATION: That the Council adopt Resolution A, approving the application.

CONTINUED DISCUSSION

- 13.** Receive Recommendations of the Re-Imagining [\[21-0593\]](#)
Community Safety Task Force.

PRESENTER: Jaclyn Gilstrap and Paris Miller Foushee, Re-Imagining Community Safety Task Force Members

RECOMMENDATION: That the Council receive this report and refer the Task Force's recommendations to the Manager.

- 14.** Consider an Application for Conditional Zoning for Putt [\[21-0594\]](#)
Putt Fun Center, 2200 Eubanks Road (115/135 Chapel Point Road) Community Commercial-Conditional Zoning District and Office/Institutional-2-Conditional Zoning District (OI-2-CZD).

PRESENTER: Judy Johnson, Assistant Planning Director

- a. Without objection, the revised report and any other materials submitted at the hearing for consideration by the Council will be entered into the record
- b. Introduction and revised recommendation
- c. Comments and questions from the Mayor and Town Council
- d. Motion to adopt the Resolution of Consistency with the Comprehensive Plan
- e. Motion to enact an Ordinance to rezone the property.

RECOMMENDATION: That the Council adopt the Resolution of Consistency and enact Revised Ordinance A.

- 15.** Consider Funding the ReVive Recovery Plan with Dollars from the American Rescue Plan. [\[21-0595\]](#)

PRESENTER: Dwight Bassett, Director of Economic Development and Parking Services

RECOMMENDATION: That the Council adopt the recommended funding for the ReVive plan to be implemented by June 2022.

- 16.** Redevelopment and Risk Assessment of Police Station Property at 828 Martin Luther King, Jr. Boulevard. [\[21-0596\]](#)

PRESENTER: Laura Selmer, Economic Development Specialist Hart & Hickman, Consultants

RECOMMENDATION: That the Council provide feedback on the content presented and authorize staff to draft an Economic Development Agreement (EDA) over the summer and return to the Council for further discussion and decision in the fall.

- 17.** Consider Land Use Management Ordinance Text Amendments - Proposed Changes to Articles 3, 4, and 6 and Appendix A Related to Short-Term Rentals. [\[21-0597\]](#)

PRESENTER: Anya Grahn, Senior Planner

- a. Introduction and revised recommendation
- b. Recommendation of the Planning Commission
- c. Comments and questions from the Mayor and Town Council
- d. Motion to adopt the Resolution of Consistency with the Comprehensive Plan
- e. Motion to enact the ordinance to approve the changes to the Land Use Management Ordinance.

RECOMMENDATION: That the Council adopt the Resolution of Consistency and enact Ordinance A.

SPECIAL USE PERMIT

Special Use Permit: The Application for a Special Use Permit is Quasi-Judicial. Persons wishing to speak are required to take an oath before providing factual evidence relevant to the proposed application.

Witnesses wishing to provide an opinion about technical or other specialized subjects should first establish that at the beginning of their testimony.

- 18.** Open the Public Hearing: Limited Scope Special Use [\[21-0598\]](#)

Permit for Tri-City Medical Office Building, 5002
Barbee Chapel Road.

PRESENTER: Judy Johnson, Assistant Planning Director

Swearing of all persons wishing to present evidence

- a. Without objection, the preliminary report and any other materials submitted at the hearing for consideration by the Council will be entered into the record
- b. Introduction and preliminary recommendation
- c. Presentation of evidence by the applicant
- d. Recommendation by the Planning Commission
- e. Presentation of evidence by the public
- f. Comments and questions from the Mayor and Town Council
- g. Applicant's statement regarding proposed conditions
- h. Motion to continue Public Hearing to September 1, 2021
- i. Referral to Manager and Attorney

RECOMMENDATION: That the Council open the public hearing, receive evidence, and continue the public hearing to September 1, 2021.

CONTINUED DISCUSSION

- 19.** Open the Public Hearing: Application for Conditional Zoning - Rosemary-Columbia Street Hotel at 108, 110, and 114 W. Rosemary Street (Project 20-076).

[21-0599]

PRESENTER: Anya Grahn, Senior Planner

- a. Without objection, the preliminary report and any other materials submitted at the hearing for consideration by the Council will be entered into the record
- b. Introduction and preliminary recommendation
- c. Presentation by the applicant
- d. Recommendation of the Planning Commission
- e. Recommendations of other boards and commissions
- f. Comments from the public
- g. Comments and questions from the Mayor and Town Council
- h. Referral to the Manager and Attorney
- i. Motion to close the Public Hearing and receive written public comment for 24 hours following the closed public hearing
- j. Consider enacting the ordinance to approve the Conditional Zoning application on September 1, 2021.

RECOMMENDATION: That the Council open the legislative hearing and receive comments on the proposed Conditional Rezoning. That the Council then make a motion to close the public hearing and schedule approving the proposed Conditional Rezoning application

for September 1, 2021.

- 20.** Open the Public Hearing for Conditional Zoning - Residence Inn and Summit Place Townhomes, 101-111 Erwin Road, Mixed Use-Village-Conditional Zoning District. [\[21-0600\]](#)

PRESENTER: Judy Johnson, Assistant Planning Director

- a. Without objection, the preliminary report and any other materials submitted at the hearing for consideration by the Council will be entered into the record
- b. Introduction and preliminary recommendation
- c. Presentation by the applicant
- d. Recommendation of the Planning Commission
- e. Recommendations of other boards and commissions
- f. Comments from the public
- g. Comments and questions from the Mayor and Town Council
- h. Motion to close the Public Hearing and receive written public comments for 24 hours following the closed public hearing
- i. Consider approving the Conditional Zoning application at the September 1, 2021 meeting.

RECOMMENDATION: That the Council open the Public Hearing, receive comment, close the Public Hearing, receive written comment for 24 hours following the closed public hearing and make a motion to schedule consideration of the item on September 1, 2021.

APPOINTMENTS

- 21.** Appointments to the Community Policing Advisory Committee. [\[21-0601\]](#)
- 22.** Appointments to the Housing Advisory Board. [\[21-0602\]](#)
- 23.** Appointments to the Justice in Action Committee. [\[21-0603\]](#)
- 24.** Appointments to the Parks, Greenways and Recreation Commission. [\[21-0604\]](#)

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.
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Chapel Hill, NC 27514

Item Overview

Item #: 1., **File #:** [21-0581], **Version:** 1

Meeting Date: 6/23/2021

Approve all Consent Agenda Items.

Staff:

Sabrina M. Oliver, Director/Town Clerk
Amy T. Harvey, Deputy Town Clerk

Department:

Communications and Public Affairs

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
(2021-06-23/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:

2. Approve the Miscellaneous Budget Ordinance Amendment to Adjust Various Fund Budgets for FY 2020-21. (O-1)(O-2)(O-3)(O-4)(O-5)(O-6)
3. Adopt Final Resolution for Approval of Limited Obligation Bonds. (R-2)
4. Authorize the Town Manager to Execute a Contract for Construction Administration Services for the Estes Drive Bicycle-Pedestrian Improvement Project. (R-3)
5. Award a Bid for the Road Reconstruction of Country Club Road. (R-4)
6. Incorporate the Climate Action and Response Plan as a Component of the Town's Comprehensive Plan. (R-5)
7. Close an Unimproved and Unpaved Portion of Mitchell Lane Public Right-of-Way. (R-6)
8. Call a Public Hearing to Consider a Land Use Management Ordinance Text Amendment to Section 8.5 Revising Rules of the Community Design Commission for September 1, 2021. (R-7)
9. Call a Public Hearing on September 22, 2021 for the Future Consideration of a Parking Payment-in-Lieu System, Land Use Management Ordinance Text Amendment, and Associated Policy. (R-8)

This the 23rd day of June, 2021.

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.
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Item Overview

Item #: 2., File #: [21-0582], Version: 1

Meeting Date: 6/23/2021

Approve the Miscellaneous Budget Ordinance Amendment to Adjust Various Fund Budgets for FY 2020-21.

Staff:

Amy Oland, Director
Matt Brinkley, Assistant Director

Department:

Business Management

Overview: After the Council approves the annual budget, periodic changes require the Town to amend the current budget.



Recommendation(s):

That the Council:

- Enact the attached budget ordinance amendment to adjust the General Fund, Downtown Service District Fund, Library Gift Fund, Vehicle Maintenance Fund, Transit Fund, Transit Capital Reserve Fund, and Debt Management Fund; and
- Enact the attached project ordinance amendments to adjust the Affordable Housing Fund, 2015 Streets and Sidewalks Bond Fund, Capital Projects Ordinance Fund, American Rescue Plan Act Fund, and 2021 Limited Obligations Bonds Fund.

Key Issues:

• General Fund

Criminal Justice Debt Relief Project - The Criminal Justice Debt Relief Project provides criminal justice-related debt relief to low-income residents who are taking steps to successfully reintegrate into the community but whose ability to do so is hampered by this debt. The program is administered by the Chapel Hill Police Crisis Unit with support from an advisory board made up of representatives from the criminal justice and services provider community in Orange County. The program began as a pilot program and was provided \$20,000 to start. The program recently expanded to Carrboro through a \$7,500 contribution by the Town of Carrboro to be used for their residents. Most recently, the Orange County Bail/Bond Justice Project contributed \$6,000 to the program to be used towards Orange County residents outside Chapel Hill and Carrboro. Enactment of the attached budget ordinance amendment would recognize and appropriate the \$6,000 from the Orange County Bail/Bond Justice Project for the Criminal Justice Debt Relief Project.

Collaborative Outreach Program - Orange County established a Collaborative Outreach program (Sales Tax Article 46), making funds available for economic development programs that aid in job creation, drive economic growth, support existing businesses, recruit new businesses, and promote other activities such as innovation and entrepreneurial growth, agri-tourism and agriculture in Orange County. Orange County has allocated \$39,816 in funding based on population for each county municipality.

As the Town considers a major redevelopment on East Rosemary Street, this project may present significant parking and construction impacts to local businesses. The Economic Development Office, in collaboration with the Chamber and Downtown Partnership, plans to offer a grant program to businesses to mitigate construction impacts. The Economic Development Office will

create an application process and will review applicants in collaboration with the Chamber and Downtown Partnership. Micro grants will then be issued by the Downtown Partnership to businesses with demonstrated need (\$30,000 total funding available). Additionally, in collaboration with community partners, a marketing campaign for Downtown businesses will be created during the construction period. This program will advertise and publicize that businesses will remain open for business, parking alternatives, and wayfinding (\$9,816 total funding available). Enactment of the attached budget ordinance amendment would recognize and appropriate the \$39,816 in Article 46 funds from Orange County.

- **Downtown Service District Fund**

The FY 2020-21 budget included a budget of \$382,000 for ad valorem tax revenues based on valuation numbers provided by Orange County. Based on year-to-date receipts, we estimate that property tax revenues will fall short of that estimate by \$15,000 for a total of \$367,000. Upon completion of an analysis of anticipated expenditures through year end, it is expected that an additional \$10,000 will be needed from fund balance for the Downtown Service District Fund to break even. Enactment of the attached budget ordinance would allocate \$10,000 in fund balance to ensure that the fund is balanced at year end.

- **Library Gift Fund**

On February 26, 2019, the Friends of the Chapel Hill Public Library presented a donation of \$185,000 to the Town to expand parking at the library. Construction began in June 2020 and was completed in January 2021. The project added sixteen new parking spaces and a stormwater bioretention basin filled with native plants. The project came in under budget by \$7,501. Enactment of the attached budget ordinance amendment would reduce project revenues and expenditures by \$7,501 in the Library Gift Fund.

- **Vehicle Maintenance Fund**

Fuel Dispensers - The fuel dispensers at the Town Operations Center fuel island are past their useful life. Maintenance costs continue to increase, and replacement parts are becoming harder to source. The staff recommendation is to replace the six fuel dispensers for a total cost of \$50,000 using fund balance from the Vehicle Maintenance Fund. Enactment of the attached budget ordinance amendment would appropriate \$50,000 of Vehicle Maintenance fund balance towards the purchase of fuel dispensers.

Engine 35 Replacement - Fire Engine #35 had an engine failure on April 29, 2021. Investigations performed by Town staff, along with a third-party vendor, determined that the fire truck's engine must be replaced. The cost is \$68,842. This amount exceeds the remaining available operating funds in the Vehicle Maintenance Fund budget by \$58,500. Enactment of the attached budget ordinance amendment would appropriate \$58,500 of Vehicle Maintenance fund balance to cover the cost of the vehicle repairs.

- **Transit Fund**

Chapel Hill Transit would like to move \$500,000 from lapsed salaries in the Transit Fund to the Transit Capital Reserve to provide the required matching funds for a Federal Transit Administration (FTA) transit-oriented grant and an electric purchase grant. Both grants have been awarded; however, due to the volume of grant activity the FTA is processing, the grant letters have been delayed. The Chapel Hill Transit Partners have approved setting aside some of the current year

funding to assist with the required matches for these grants. Staff will return to Council in the fall to adopt the grants. Enactment of the attached budget ordinance amendment would transfer \$500,000 from the Transit Fund to the Transit Capital Reserve Fund.

- **Debt Management Fund**

The Town of Chapel Hill is working on the issuance of Limited Obligation Bonds (LOBS) for the East Rosemary Parking Deck and the Blue Hill Phase II - Elliott Road Reconstruction projects. The closing for the financing is not scheduled until August 12th. There are project expenditures that will be incurred before closing. Advance expenditures for the East Rosemary Parking Deck include the land swap (\$1.74 million), North Street property acquisition (\$600K) and construction management (\$750K) for a total of \$3,090,000. Advance expenditures for the Elliott Road Reconstruction project include construction, engineering, & inspection (CEI) services (\$193K), right of way acquisition (\$122K), and construction costs (\$980K) for a total of \$1,295,000.

Enactment of the attached budget ordinance amendment would appropriate \$4,385,000 of the Debt Management fund balance to transfer to the 2021 Limited Obligations Fund to provide the necessary funding for initial project expenditures that will be incurred before the Town closes on the LOBS in August.

- **Affordable Housing Fund**

Revenue in Lieu - The Town has received the final \$50,000 payment of a \$250,000 revenue-in-lieu of affordable housing from UNC as part of the Carolina Square development project. This funding is used to support affordable housing development and preservation projects that serve households earning less than 80% of the area median income. There are no specific projects identified at this time for use of these funds and the Council approved guidelines for this fund has authorized the Manager to approve specific projects. Enactment of the attached project ordinance amendment would recognize the revenue in lieu and allocate the funds towards affordable housing efforts.

Emergency Housing Assistance - The Town has received \$1,925 from community donations for the Emergency Housing Assistance Program. Enactment of the attached project ordinance amendment would recognize the community donations of \$1,925 and would appropriate the funds to provide support to town residents experience a housing crisis.

- **2015 Streets and Sidewalks Bond Fund**

At the May 26, 2021 meeting the Town Council awarded a bid and authorized the Town Manager to execute a contract for construction of the Estes Drive Bike-Ped Improvements. The low bid came in just under the engineer's estimate, at \$4,809,529.95. The Town was recently awarded an additional \$1,229,455 in federal funds (\$800,000 CMAQ and \$429,455 COVID Relief) that are needed to execute the construction contract. The Town was awarded \$230,884 in federal funds for additional Construction Engineering & Inspection (CEI) services. Enactment of the attached project ordinance amendment for the 2015 Streets and Sidewalks Bond Fund recognizes and appropriates the \$1,460,339 in federal funds towards the project.

- **Capital Projects Ordinance Fund**

The Coal Ash Remediation project at the police station property on 828 MLK Jr. Blvd. has additional charges for work that is required to finalize the Interim Measures report, a report out to Town Council, and oversight and review of the Risk Assessment Report. The FY 2020-21 adopted budget included \$62,500 in the General Fund to implement the interim remedial actions based on the results of the ongoing assessments of coal ash remediation at the police station property. Enactment of the attached project ordinance amendment would transfer the \$62,500 from the General Fund to the Capital Projects Ordinance Fund for project costs.

- **American Rescue Plan Act (ARPA) Fund**

On March 11, 2021, President Biden signed into law a \$1.9 trillion stimulus plan known as the American Rescue Plan Act of 2021. Local governments will receive \$130.2 billion in aid, known as the Coronavirus State & Local Fiscal Recovery Fund, which will be split among counties, metropolitan cities, and non-entitlement units of government. The Town of Chapel Hill was allocated an award of \$10,668,497. One half, \$5,334,248, was received in May 2021 and the other half will be received in May 2022.

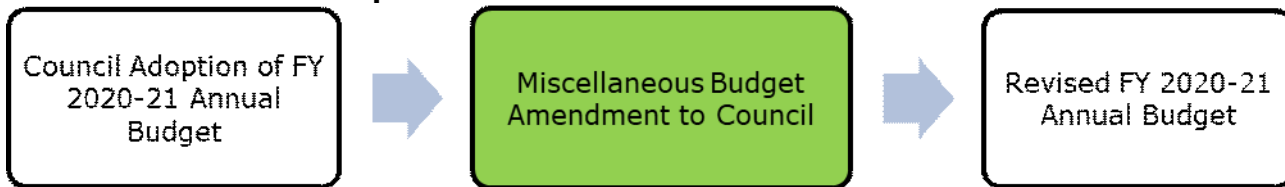
The federal ARPA funds are restricted in use to a prescribed list of four categorical uses:

1. To respond to the COVID-19 public health emergency or its negative economic impacts on households, small businesses and nonprofits.
2. To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers.
3. For the provision of government services to the extent of the reduction in revenue due to the COVID-19 public health emergency relative to revenues collected in the most recent fiscal year prior to the emergency.
4. To make necessary investments in water, sewer, or broadband infrastructure.

Town staff will return to Council in the fall for a more in-depth discussion for planned uses of the ARPA funds.

Enactment of the attached project ordinance amendment would recognize the \$5,334,248 in federal ARPA funds and appropriate \$650,000 for ReVive as discussed at the June 2nd work session and the remainder of \$4,684,248 in a reserve account for future project designation.

Where is this item in its process?



Attachments:

- Budget Ordinance
- Project Ordinance - Affordable Housing Fund
- Project Ordinance - 2015 Streets and Sidewalks Bond Fund
- Project Ordinance - Capital Projects Ordinance Fund
- Project Ordinance - American Rescue Plan Act Fund
- Project Ordinance - 2021 Limited Obligations Bond Fund

AN ORDINANCE TO AMEND "THE ORDINANCE CONCERNING APPROPRIATIONS AND THE RAISING OF REVENUE FOR THE FISCAL YEAR BEGINNING JULY 1, 2020" (2021-06-23/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, 2020" as duly adopted on June 24, 2020, be and the same is hereby amended as follows:

ARTICLE I

APPROPRIATIONS	Current			Revised
	Budget	Increase	Decrease	Budget
GENERAL FUND				
Mayor/Council	\$ 419,020	\$ -	\$ -	\$ 419,020
Town Manager/CaPA	2,949,041	39,816	-	2,988,857
Human Resource Dev't	1,902,810	-	-	1,902,810
Business Management	2,330,886	-	-	2,330,886
Technology Solutions	2,386,765	-	-	2,386,765
Attorney	391,747	-	-	391,747
Planning & Sustainability	2,177,472	-	62,500	2,114,972
Building and Development Services	2,403,013	-	-	2,403,013
Housing and Community	834,709	-	-	834,709
Public Works	12,465,577	-	-	12,465,577
Police	13,953,921	6,000	-	13,959,921
Fire	9,700,234	-	-	9,700,234
Parks and Recreation	7,264,077	-	-	7,264,077
Library	3,715,709	-	-	3,715,709
Non-Departmental	5,526,192	62,500	-	5,588,692
	<u>\$ 68,421,173</u>	<u>\$ 108,316</u>	<u>\$ 62,500</u>	<u>\$ 68,466,989</u>
DOWNTOWN SERVICE DISTRICT				
	\$ 456,954	\$ 10,000	\$ -	\$ 466,954
LIBRARY GIFT FUND				
Other Expenses	\$ 652,466	\$ -	\$ -	\$ 652,466
Parking Lot expansion project	102,486	-	7,501	94,985
	<u>\$ 754,952</u>	<u>\$ -</u>	<u>\$ 7,501</u>	<u>\$ 747,451</u>
VEHICLE MAINTENANCE FUND				
	\$ 1,555,862	\$ 108,500	\$ -	\$ 1,664,362

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TRANSIT FUND

Other Expenses	\$ 25,376,931	\$ -	\$ -	\$ 25,376,931
Transfer to Transit Capital Reserve	250,890	500,000	-	750,890
Fixed Route Full-Time Salaries	4,849,408	-	325,000	4,524,408
Tarheel Express Overtime Salaries	177,788	-	175,000	2,788
	<u>\$ 30,655,017</u>	<u>\$ 500,000</u>	<u>\$ 500,000</u>	<u>\$ 30,655,017</u>

TRANSIT CAPITAL RESERVE FUND

Other Expenses	\$ 725,890	\$ -	\$ -	\$ 725,890
Transfer to Capital Grants	-	500,000	-	500,000
	<u>\$ 725,890</u>	<u>\$ 500,000</u>	<u>\$ -</u>	<u>\$ 1,225,890</u>

DEBT SERVICE FUND

Other Expenses	\$ 9,332,831	\$ -	\$ -	\$ 9,332,831
Transfer to 2021 LOBS Fund	-	4,385,000	-	4,385,000
	<u>\$ 9,332,831</u>	<u>\$ 4,385,000</u>	<u>\$ -</u>	<u>\$ 13,717,831</u>

ARTICLE II

	Current Budget	Increase	Decrease	Revised Budget
REVENUES				
GENERAL FUND				
Other Revenues	\$ 68,421,173	\$ -	\$ -	\$ 68,421,173
Orange County - Article 46 Funds	-	39,816	-	39,816
Donations-CJ Debt Relief Project	-	6,000	-	6,000
	<u>\$ 68,421,173</u>	<u>\$ 45,816</u>	<u>\$ -</u>	<u>\$ 68,466,989</u>
DOWNTOWN SERVICE DISTRICT				
Other Revenues	\$ 456,500	\$ -	\$ -	\$ 456,500
Appropriated Fund Balance	454	10,000	-	10,454
	<u>\$ 456,954</u>	<u>\$ 10,000</u>	<u>\$ -</u>	<u>\$ 466,954</u>
LIBRARY GIFT FUND				
Other Expenses	\$ 652,466	\$ -	\$ -	\$ 652,466
Donations - Friends of the Library	102,486	-	7,501	94,985
	<u>\$ 754,952</u>	<u>\$ -</u>	<u>\$ 7,501</u>	<u>\$ 747,451</u>
VEHICLE MAINTENANCE FUND				
Other Revenues	\$ 1,555,862	\$ -	\$ -	\$ 1,555,862
Appropriated Fund Balance	-	108,500	-	108,500
	<u>\$ 1,555,862</u>	<u>\$ 108,500</u>	<u>\$ -</u>	<u>\$ 1,664,362</u>
TRANSIT FUND	<u>\$ 30,655,017</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 30,655,017</u>

Item #: 2., File #: [21-0582], Version: 1

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TRANSIT CAPITAL RESERVE FUND

Other Revenues	\$ 475,000	\$ -	\$ -	\$ 475,000
Transfer from Transit Fund	250,890	500,000	-	750,890
	<u>\$ 725,890</u>	<u>\$ 500,000</u>	<u>\$ -</u>	<u>\$ 1,225,890</u>

DEBT SERVICE FUND

Other Revenues	\$ 9,332,831	\$ -	\$ -	\$ 9,332,831
Appropriated Fund Balance	-	4,385,000	-	4,385,000
	<u>\$ 9,332,831</u>	<u>\$ 4,385,000</u>	<u>\$ -</u>	<u>\$ 13,717,831</u>

This the 23rd day of June, 2021.

AN ORDINANCE TO AMEND THE AFFORDABLE HOUSING FUND ORDINANCE (2021-06-23/O-2)

BE IT ORDAINED by the Council of the Town of Chapel Hill that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the Affordable Housing Fund Ordinance to provide funds to support affordable homeownership opportunities is hereby amended as follows:

"SECTION I

The Affordable Housing Fund Ordinance as authorized by the Town Council provides funds to purchase properties to create permanently affordable homeownership opportunities.

SECTION II

The Manager of the Town of Chapel Hill is hereby directed to proceed with implementation of these projects within terms of funds appropriated here.

SECTION III

Revenues anticipated to be available to the Town are hereby amended as follows:

	Current Budget	Revised Budget
Transfer from Housing Loan Trust Fund	\$ 155,778	\$ 155,778
Loan Repayment	650,799	650,799
Payment in lieu - Affordable Housing	3,502,576	3,552,576
Donations - Rental Assistance	50,682	52,607
Interest Income	54,612	54,612
	<hr/>	<hr/>
Total Revenues	\$ 4,414,447	\$ 4,466,372

SECTION IV

Amounts appropriated to create permanently affordable homeownership opportunities are hereby amended as follows:

Item #: 2., File #: [21-0582], Version: 1**Meeting Date: 6/23/2021**

	Current Budget	Revised Budget
Grants/Deferred Loans	\$ 1,440,676	\$ 1,492,601
Revolving Loan Fund	650,800	650,800
Rehabilitation & Refurbishment	106,511	106,511
Contributions to HOME Program	338,974	338,974
Contributions to Affordable Housing agencies	165,000	165,000
Contributions to Community Home Trust	394,242	394,242
Contributions to Affordable Housing	632,100	632,100
Rental Assistance	77,147	77,147
Homestead Road project	100,000	100,000
Professional Services	50,000	50,000
Miscellaneous Contracted Services	75,000	75,000
Legal Fees	380,000	380,000
Other Expenditures	3,997	3,997
	<hr/>	<hr/>
Total Expenditures	\$ 4,414,447	\$ 4,466,372

SECTION V

The Manager is directed to report annually on the financial status of the project in an informational section to be included in the Annual Budget, and shall keep the council informed of any unusual occurrences.

SECTION VI

Copies of this amended projects ordinance shall be entered into the minutes of the Council and copies shall be filed within five days of adoption with the Manager, Business Management Director and Town Clerk."

This the 23rd day of June, 2021.

AN ORDINANCE TO AMEND THE 2015 STREETS AND SIDEWALKS BOND FUND FOR CAPITAL IMPROVEMENT PROJECTS (2021-06-23/O-3)

BE IT ORDAINED by the Council of the Town of Chapel Hill that pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, that the following capital project is hereby amended for Streets and Sidewalk Improvements funded from 2015 General Obligation bonds approved by the voters in November 2015:

"SECTION I

The capital projects as authorized by bond referenda approved in November 2015, and as determined by the Town Council, includes streets and sidewalks capital improvements extending beyond one year.

SECTION II

The Manager of the Town of Chapel Hill is hereby directed to proceed with implementation of these projects within terms of funds appropriated here.

SECTION III

Revenues anticipated to be available to the Town to complete the project are hereby amended as follows:

	Current Budget	Revised Budget
Bond Proceeds	\$ 8,500,000	\$ 8,500,000
Premium on Bonds	878,998	878,998
NCDOT Grant - Sidepath Along Fordham	846,400	846,400
STBGDA Grant - Homestead Road	1,040,000	1,040,000
Community Waste Recycling Grant	14,768	14,768
Transfer from General Fund	1,025	1,025
OWASA Contribution	306,750	306,750
Payment in Lieu - Estes Drive	107,237	107,237
Interest on Bonds - Estes Drive	43,018	43,018
COVID Relief - Estes Drive	-	429,455
CMAQ Grant - Estes Drive	2,886,618	3,686,618
STPGDA Grant - Estes Drive	506,400	737,284
Total Revenues	<u>\$ 15,131,214</u>	<u>\$ 16,591,553</u>

SECTION IV

Amounts appropriated for capital projects are hereby amended as follows:

	Current Budget	Revised Budget
Bond Issuance Costs	\$ 237,146	\$ 237,146
Capital Project Management & Facilitation	451,852	451,852
Martin Luther King Jr Blvd Crosswalks	193,581	193,581
S Columbia St Pavement Marking Plan	11,400	11,400
Market St Crosswalks	47,120	47,120
Longview Drive Traffic Signal	156,933	156,933
Street Resurfacing - 2017	404,424	404,424
Rosemary Street Lighting	336,030	336,030
Rosemary Street Resurfacing	395,576	395,576
Rosemary Street Pavement Markings	54,100	54,100
Amber Alley Lighting	13,970	13,970
Downtown Streetscape - 2017	61,599	61,599
Friday Center Drive Reconstruction	200,000	200,000
Ephesus Fordham Traffic Impact Analysis	190,000	190,000
Traffic Calming	113,000	113,000
Pavement Markings	74,000	74,000
Audible Pedestrian Signals	20,000	20,000
Sidewalks	774,000	774,000
Sidepath Along Fordham	1,058,000	1,058,000
Recycling Receptacles	18,460	18,460
1% for Art - 2017	30,000	30,000
Estes Drive Bike/Ped MLK to Caswell	4,423,023	5,883,362
Seawell School Road Sidewalk	286,300	286,300
Ephesus Church Road Sidewalk	17,796	17,796
Homestead Road Sidewalk	2,040,400	2,040,400
Street Resurfacing - 2018	775,000	775,000
Varsity&Post Office Alley Improvements	300,000	300,000
Downtown Streetscape - 2018	500,000	500,000
Estes Drive Bike/Ped MLK to Carrboro	70,000	70,000
Old Durham Chapel Hill Road Bike/Ped	1,822,504	1,822,504
1% for Art - 2018	55,000	55,000
Total Expenditures	\$ 15,131,214	\$ 16,591,553

SECTION V

The Town Manager is hereby directed to report annually on the financial status of the project in an informational section to be included in the Annual Budget, and shall keep the council informed of any unusual occurrences.

SECTION VI

Copies of this amended projects ordinance shall be entered into the minutes of the Council and copies shall be filed within five days of adoption with the Manager, Business Management Director and Town Clerk."

This the 23rd day of June, 2021.

AN ORDINANCE TO AMEND THE CAPITAL PROJECT ORDINANCE FOR VARIOUS CAPITAL PROJECTS (2021-06-23/O-4)

BE IT ORDAINED by the Council of the Town of Chapel Hill that pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the capital project ordinance for various capital projects funded from a variety of sources is hereby amended to read as follows:

"SECTION I

The capital projects as authorized by the Town Council include various capital projects funded from grants, the Capital Improvements Program funds, and other miscellaneous sources of revenues for a variety of projects extending beyond one year.

SECTION II

The Manager of the Town of Chapel Hill is hereby directed to proceed with implementation of these projects within terms of funds appropriated here.

SECTION III

Revenues anticipated to be available to the Town to complete the project are hereby amended as follows:

	Current Budget	Revised Budget
Other Revenues	\$ 39,708,754	\$ 39,708,754
Transfer from General Fund	246,000	308,500
	<hr/>	<hr/>
Total Revenues	\$ 39,954,754	\$ 40,017,254

SECTION IV

Amounts appropriated for capital projects are hereby amended as follows:

	Current Budget	Revised Budget
Other Projects	\$ 39,233,754	\$ 39,233,754
Coal Ash Remediation Project	721,000	783,500
	<hr/>	<hr/>
Total Expenditures	\$ 39,954,754	\$ 40,017,254

SECTION V

The Manager is directed to report annually on the financial status of the project in an informational section to be included in the Annual Budget, and shall keep the council informed of any unusual occurrences.

SECTION VI

Copies of this amended projects ordinance shall be entered into the minutes of the Council and copies shall be filed within five days of adoption with the Manager, Business Management Director and Town Clerk."

This the 23rd day of June, 2021.

AN ORDINANCE TO ESTABLISH THE AMERICAN RESCUE PLAN ACT FUND (2021-06-23/O-5)

BE IT ORDAINED by the Council of the Town of Chapel Hill that pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, that the American Rescue Plan Fund Ordinance provide funding for projects related to recovery from the COVID-19 pandemic funded from the U.S. Treasury is hereby established to read as follows:

"SECTION I

The projects as authorized by the Town Council include various recovery and economic projects funded from the American Rescue Plan Act, for a variety of projects related to recovery from the COVID-19 pandemic.

SECTION II

The Manager of the Town of Chapel Hill is hereby directed to proceed with implementation of these projects within terms of funds appropriated here.

SECTION III

Revenues anticipated to be available to the Town to complete the project are hereby established as follows:

	Current Budget
American Rescue Plan Act	\$ 5,334,248
	<hr/>
Total Revenues	\$ 5,334,248

SECTION IV

Amounts appropriated for capital projects are hereby established as follows:

	Current Budget
American Rescue Plan Act Reserve	\$ 4,684,248
ReVive	650,000
	<hr/>
Total Expenditures	\$ 5,334,248

SECTION V

The Manager is directed to report annually on the financial status of the project in an informational section to be included in the Annual Budget, and shall keep the council informed of any unusual occurrences.

SECTION VI

Copies of this amended projects ordinance shall be entered into the minutes of the Council and copies

Item #: 2., File #: [21-0582], Version: 1**Meeting Date: 6/23/2021**

shall be filed within five days of adoption with the Manager, Business Management Director and Town Clerk."

This the 23rd day of June, 2021.

AN ORDINANCE TO ESTABLISH THE CAPITAL PROJECTS ORDINANCE FOR PARKING AND PUBLIC ROADWAY IMPROVEMENTS FUNDED FROM LIMITED OBLIGATION BONDS (2021-06-23/O-6)

BE IT ORDAINED by the Council of the Town of Chapel Hill that pursuant to Section 49 of Chapter 159 of the General Statutes of North Carolina, that the capital projects ordinance for parking and public roadway improvements funded from limited obligation bonds is hereby established as follows:

"SECTION I

The capital projects as authorized by the Town Council include Rosemary Street Parking Deck and Ephesus Fordham Phase II - Elliott Road Reconstruction funded from the 2021 Limited Obligation Bonds for projects extending beyond one year.

SECTION II

The Manager of the Town of Chapel Hill is hereby directed to proceed with implementation of these projects within terms of funds appropriated herein.

SECTION III

Revenues anticipated to be available to the Town to complete the project are as follows:

	Current Budget	
Transfer from Debt Management Fund	\$	4,385,000
		<hr/>
Total Revenues	\$	4,385,000

SECTION IV

Amounts appropriated for capital projects are as follows:

	Current Budget	
Rosemary Street Parking Deck	\$	3,090,000
Elliott Road Reconstruction		1,295,000
		<hr/>
Total Expenditures	\$	4,385,000

SECTION V

The Manager is directed to report annually on the financial status of the project in an informational section to be included in the Annual Budget, and shall keep the council informed of any unusual occurrences.

SECTION VI

Copies of this amended projects ordinance shall be entered into the minutes of the Council and copies shall be filed within five days of adoption with the Manager, Business Management Director and Town Clerk."

This the 23rd day of June, 2021.

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

By enacting the budget ordinance amendment, the Council adjusts the General Fund, Downtown Service District Fund, Library Gift Fund, Vehicle Maintenance Fund, Transit Fund, Transit Capital Reserve Fund, and Debt Fund. By enacting the project ordinance amendments, the Council adjusts the Affordable Housing Fund, 2015 Streets and Sidewalks Bond Fund, Capital Projects Ordinance Fund, American Rescue Plan Act Fund and 2021 Limited Obligation Bonds Fund.



TOWN OF CHAPEL HILL

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

Item Overview

Item #: 3., File #: [21-0583], Version: 1

Meeting Date: 6/23/2021

Adopt Final Resolution for Approval of Limited Obligation Bonds.

Staff:

Amy Oland, Director

Department:

Business Management



Recommendation(s):

That the Council adopt the resolution providing for final issuance approval of terms and documents for the Town's 2021 Limited Obligation Bonds issuance for the Rosemary Deck Parking project (\$39 million), Blue Hill District Phase II - Elliott Road Reconstruction project (\$6.48 million), and to refinance existing obligations (up to \$10 million).

Background Information:

There are certain steps related to the financing of projects that require Council action, including the:

- Submission of an application to the Local Government Commission (LGC) for its approval of the Town financing agreement (approved on June 2nd);
- Holding a public hearing (held on June 9th); and
- Final issuance approval of terms and documents (tonight's meeting)

The resolution providing for the final issuance approval does the following:

- Confirms the Council's decision to carry out the proposed installment financing
- Approves the forms of the documents for the installment financing and authorizes the Mayor and the Town Manager to execute and deliver those documents, including:
 - Draft Installment Financing Contract between the Town and Town of Chapel Hill Public Facilities Corporation (the Company)
 - Deed of Trust and Security Agreement from the Town to a deed of trust trustee providing for a security interest in the new Rosemary Street Parking Deck and the Town Operations Center
 - Trust Agreement between the Company and a Trustee for issuance of the limited obligation bonds.
 - Bond Purchase Agreement providing for the underwriters obligation to purchase the bonds
- Appoints Robert W. Baird & Company and Wells Fargo Bank to underwrite a public offering of the proposed limited obligation bonds and approves the draft official statement.
- Authorizes refinancing of obligations with existing lenders and authorizes the Finance Officer and other Town officers to take all appropriate action to carry out such modifications and refinancings.
- Authorizes the Town Manager and Finance Officer to complete the closing of the transaction.
- Authorizes all Town Officers and employees to take necessary actions in furtherance of the purposes of this resolution and ratifies such prior actions.



Attachments:

- Resolution
- Draft Trust Agreement
- Draft Deed of Trust

Item #: 3., File #: [21-0583], Version: 1**Meeting Date: 6/23/2021**

- Draft Bond Purchase Agreement
- Draft Escrow Agreement

A RESOLUTION PROVIDING FINAL APPROVAL OF TERMS AND DOCUMENTS FOR THE TOWN'S LIMITED OBLIGATION BONDS ISSUANCE - ROSEMARY STREET PARKING DECK, ELLIOTT ROAD RECONSTRUCTION, AND REFINANCING OF EXISTING OBLIGATIONS (2021-06-23/R-2)***Introduction***

The Town Council (the "Council") has previously determined to carry out acquisition and construction of the planned new Town parking deck on Rosemary Street and Blue Hill District road improvements, as described in Exhibit A, and to refinance some existing Town loans as described in Exhibit B.

The Council has determined to carry out the financings by using a single installment financing, as authorized under Section 160A-20 of the North Carolina General Statutes. In an installment financing, the Town's repayment obligation is secured by a mortgage-type interest in all or part of the property being acquired or improved, but not by any pledge of the Town's taxing power or any specific revenue stream. The Town's financing plan also includes the use of limited obligation bonds (the "Bonds"), which represent interests in Town payments that can be sold to investors.

Town staff has made available to the Council the draft documents listed on Exhibit C (the "Documents"), and a draft of an official statement designed to provide information about the Town and the financing to prospective investors in the Bonds. These items all relate to the Town's carrying out the financing plan.

This resolution provides the Council's final approval of the financing terms and the substantially final financing documents, and authorizes Town staff to complete the financing process.

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

1. *Determination to Proceed with Financing* -- The Council confirms its decision to carry out the proposed installment financing as described above.

Under the financing plan, the Town will receive funds from the sale of the Bonds to carry out the projects, including the refinancings, as described in Exhibits A and B. The Town will pay the Bonds over time, with interest. The Town will secure its repayment obligation by granting a mortgage-like interest in some or all of the property acquired or improved through the proceeds of the new borrowing and, potentially some or all of the property acquired or improved through the proceeds of the borrowings to be refinanced. In particular, the Town expects that the collateral will include the planned new Town parking deck on Rosemary Street and the Town Operations Center on Millhouse Road.

2. *Approval of Documents; Direction To Execute Documents* -- The Council approves the forms of the Documents submitted to this meeting. The Council authorizes the Mayor and the Town Manager, or either of them, to execute and deliver the Documents in final form. The Documents in their respective final forms must be in substantially the forms presented, with changes as the Mayor or the Town Manager may approve. The execution and delivery of any Document by an authorized Town officer will be conclusive evidence of that officer's approval of any changes.

The Documents in final form, however, must provide for the total principal amount of the Bonds to not exceed \$59,500,000 and a financing term not to extend beyond December 31, 2041. Bonds related to refinancings must be payable not later than the end of the fiscal year in which the refinanced obligations are payable. The amount financed under the Documents may include amounts to pay financing expenses and other necessary and incidental costs. As indicated in the draft Documents, some of the Bonds will be issued on a taxable basis, and some on a tax-exempt basis. The true interest cost on the tax-exempt bonds must not exceed 3.50%, and the true interest cost on the taxable bonds must not exceed 4.25%.

3. Sale of Bonds; Approval of Official Statement - The Council appoints Robert W. Baird & Co. Incorporated, as senior manager, and Wells Fargo Bank, National Association, as co-manager, to underwrite a public offering of the proposed limited obligation bonds.

The Council approves the draft official statement submitted to this meeting as the form of the preliminary official statement pursuant to which the underwriters will offer the bonds for sale. The preliminary official statement as distributed to prospective investors must be in substantially the form presented, with such changes as the Finance Officer may approve. The Council directs the Finance Officer, after the sale of the Bonds, to complete and otherwise prepare the preliminary official statement as an official statement in final form.

The Council authorizes the use of the preliminary official statement and the final official statement (collectively, the "Official Statement") by the underwriters in connection with the sale of the bonds.

The Council acknowledges that it is the Town's responsibility, and ultimately the Council's responsibility, to ensure that the Official Statement neither contains an untrue statement of a material fact nor omits to state a material fact required to be included therein for the purpose for which the Official Statement is to be used or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

4. Officers to Complete Closing - The Council authorizes the Town Manager, the Finance Officer and all other Town officers and employees to take all proper steps to complete the financing in accordance with the terms of this resolution.

The Council authorizes the Town Manager to hold executed copies of all financing documents authorized by this resolution in escrow on the Town's behalf until the conditions for their delivery have been completed to his satisfaction, and then to release the executed documents for delivery to the appropriate persons or organizations.

Without limiting the generality of the previous paragraphs, the Council specifically authorizes the Town Manager (a) to approve and enter into, on behalf of the Town, any additional agreements appropriate to carry out the financing plan contemplated by this resolution, and (b) to approve changes to any documents previously signed by Town officers or employees, provided that the changes do not substantially alter the intent from that expressed in the form originally signed. The Town Manager's authorization of the release of any document for delivery will constitute conclusive evidence of his approval of any changes.

In addition, the Council authorizes the Town Manager and the Finance Officer to take all appropriate steps for the efficient and convenient carrying out of the Town's on-going responsibilities with respect to the financing. This authorization includes, without limitation, contracting with third parties for reports and calculations that may be required under the Documents, this resolution or otherwise with respect to the bonds.

5. Other Financing Participants - Sanford Holshouser LLP will serve as the Town's bond counsel. Davenport & Company LLC will serve as the Town's financial adviser. U.S. Bank National Association will serve as Trustee under the Trust Agreement referenced in Exhibit C.

6. Redemption of Prior Obligations - The Council directs the Finance Officer to make, on the Town's behalf, an irrevocable call for prepayment or redemption of such of the Town's existing loan and financing obligations as the Finance Officer deems beneficial to the Town, including any or all of obligations described in Exhibit B. The Finance Officer shall make this call for redemption by the execution and delivery of an appropriate certificate in connection with the original delivery of the Documents.

7. Ratification of June 2 Resolution - The Council ratifies its adoption on June 2, 2021, of the "Resolution supporting an application to the Local Government Commission for its approval of a Town financing agreement - 2021 Parking Deck Financing, Blue Hill Improvements and Refinancing of Existing Loans."

8. Additional Provisions - The Council authorizes all Town officers and employees to take all further action as they may consider desirable to carry out the purposes of this resolution. The Council ratifies all prior actions of Town officers and employees to this end. Upon the unavailability or refusal to act of the Town Manager, the Mayor or the Finance Officer, any other of those officers may assume any responsibility or carry out any function assigned in this resolution. The Council directs the Town Clerk to apply the Town seal, and to attest the same, on any Document as required. In addition, the Mayor Pro Tem or any Deputy or Assistant Clerk may carry out or exercise any rights or responsibilities assigned in this resolution to the Mayor or the Clerk. The Council repeals all other Council proceedings, or parts of proceedings, in conflict with this resolution, to the extent of the conflict. This resolution takes effect immediately.

Exhibit A - List of Projects to be Financed

Component	Estimated Cost
New Town parking deck on Rosemary St.	\$39,000,000
Blue Hill District road improvements	6,480,000
Total	\$45,480,000

Exhibit B- List of Potential Refinancing Candidates

Component	Estimated Cost
2012 Limited Obligation Bonds - refinanced original Operations Center financing, and financed Town's contribution to 140 West parking deck	\$8,500,000
2015 Pinnacle Bank installment financing - financed Hargrave Center improvements	1,500,000
Total Loan Amounts Refinanced	\$10,000 000

Exhibit C -- Draft Documents

(a) A draft dated May 16, 2021, of a Trust Agreement to be dated on or about August 1, 2021, between the Town and U.S. Bank National Association, as Trustee (the "Trustee"). The Trust Agreement provides for the advance of funds to the Town, for the issuance of limited obligation bonds, for the Town's obligation to repay the amounts advanced, and for the Town's responsibilities for the use and care of the collateral.

(b) A draft dated May 16, 2021, of a Deed of Trust to be dated on or about August 1, 2021, from the Town to a deed of trust trustee for the Trustee's benefit. The Deed of Trust imposes a security interest on certain Town property to secure the Town's obligations under the Bonds and the other financing documents.

(c) A draft of a Bond Purchase Agreement to be dated on or about July 21, 2021, providing for the underwriters' obligation to purchase the Bonds. The final form of this Agreement will set out the final principal amount, principal payment schedule and interest rates for the Bonds, and the other terms and conditions for the underwriters' obligation to purchase the Bonds.

(d) A draft dated May 16, 2021, of an Escrow Agreement to be dated on or about August 1, 2021, between the Town and the Trustee in the capacity of an escrow agent, which provides for the escrow agent's custody and investment of some of the new Bond proceeds until those proceeds can be used to pay off some of the Town's existing loans.

This the 23rd day of June, 2021.

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

By adopting the resolution, the Council adopt the resolution providing for final issuance

Item #: 3., File #: [21-0583], Version: 1**Meeting Date: 6/23/2021**

approval of terms and documents for the Town's 2021 Limited Obligation Bonds issuance for the Rosemary Deck Parking project (\$39 million), Blue Hill District Phase II - Elliott Road Reconstruction project (\$6.48 million), and to refinance existing obligations (up to \$10 million).

s☆h draft of May 16

TRUST AGREEMENT

by and between

Town of Chapel Hill, North Carolina

and

U.S. Bank National Association, as Trustee

Relating to the execution and delivery of

\$ _____

Limited Obligation Bonds, Series 2021A

and

\$ _____

**Taxable Limited Obligation Bonds
Series 2021B**

Dated as of August 1, 2021

THIS AGREEMENT (this "Agreement") is dated as of August 1, 2021, is between the **TOWN OF CHAPEL HILL, NORTH CAROLINA**, a North Carolina municipal corporation (the "Town"), and **U.S. BANK NATIONAL ASSOCIATION**, a national banking association having an office in _____, North Carolina, as trustee (the "Trustee"), and relates to the issuance of [\$50,000,000] aggregate amount Limited Obligation Bonds (the "2021 Bonds").

Introduction

The Town is issuing bonds pursuant to this Agreement to provide funds to be used, together with other available funds, on a project (the "Project") (a) to acquire, construct, and equip various public facilities, assets and improvements, (b) to refinance existing Town obligations, and (c) to pay financing costs, all as described in Exhibit A. In accordance with the Town's authority under Section 160A-20 of the North Carolina General Statutes, the, the

Town will secure its obligations under this Agreement and the Bonds by a security interest in the Pledged Facilities and the Pledged Sites (each as defined in Exhibit B).

This Agreement provides for the issuance of the bonds, the Town's obligation to pay the bonds, the security for the bonds, the Town's obligation to care for the collateral and other related matters.

Unless the context clearly requires otherwise, capitalized terms used in this Agreement and not otherwise defined have the meanings set forth in Exhibit B.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained in this Agreement, the parties agree as follows:

ARTICLE I

THE BONDS

Section 1.01. Provision for 2021 Bonds; Advance. (a) The Town will issue, and the Trustee will authenticate and deliver, 2021 Bonds in an aggregate principal amount of [\$45,000,000], consisting of two separate series as follows:

* \$_____ Limited Obligation Bonds, Series 2021A (the "Series A Bonds"); and

* \$_____ Taxable Limited Obligation Bonds, Series 2021B (the "Series B Bonds").

(b) The Town is receiving a total of \$_____ (the "Amount Advanced") from the sale of the 2021 Bonds. The Town will use the Amount Advanced as provided in this Agreement to pay Project Costs.

Section 1.02. Bonds Constitute Installment Contracts. Each of the Bonds, together with the Town's corresponding obligations under this Agreement and the Deed of Trust, constitutes a separate "installment contract" within the meaning of Section 160A-20 between the Town and the owner of that Bond. The Town's payment obligations, and its other obligations under this Agreement and with respect to the Bonds, are secured by the lien on the Mortgaged Property created under the Deed of Trust and by the other security provided for in this Agreement. The security for each Bond ranks on parity with the security for every other Bond.

Section 1.03. Form and Details; Payments. The Series A Bonds will be numbered RA-1 upward for identification, will be designated "Limited Obligation Bonds, Series 2021A," and will be in substantially the form of Exhibit B, with any changes as this Agreement permits or requires. The Series B Bonds will be numbered RB-1 upward for identification, will be designated "Taxable Limited Obligation Bonds, Series 2021B," and will be in substantially the same form as the Series A Bonds. The 2021 Bonds are payable as to interest semiannually until payment on each Payment Date at the following rates (calculated

based on a 360-day year consisting of twelve 30-day months), and are payable as to principal on December 1 in the following years and amounts:

Series A Bonds

<u>Maturity Date (December 1)</u>	<u>Principal Amount (\$)</u>	<u>Rate (%)</u>
[To come.]		

Series B Bonds

<u>Maturity Date (December 1)</u>	<u>Principal Amount (\$)</u>	<u>Rate (%)</u>
[To come.]		

Exhibit D shows a schedule of payments due on the 2021 Bonds for each Payment Date. Upon any redemption of any 2021 Bonds, the Town will recalculate the schedule of payments to reflect the redemption and will then deliver a substitute Exhibit D to the Trustee reflecting the recalculated payment schedule. The Trustee has no responsibility to confirm any recalculated payment schedule.

Section 1.04. Redemption Dates and Prices. The Bonds are subject to redemption as described in Section 2.01.

Section 1.05. Delivery of 2021 Bonds. The Trustee will authenticate and deliver the 2021 Bonds when the Town has filed with or delivered to the Trustee all the following items:

- (a) Original executed counterparts of this Agreement and the Deed of Trust
- (b) Certified copies of Town Council resolutions approving substantially final forms of this Agreement and the Deed of Trust, authorizing their execution and delivery, and approving the issuance of the 2021 Bonds
- (c) Executed 2021 Bonds in the aggregate principal amounts, bearing interest at the rates, and payable as to principal and interest at the times and in the amounts as are provided in this Agreement

(d) A Town Certificate directing the Trustee to authenticate and then deliver the 2021 Bonds to the person or persons named therein upon payment to the Trustee of a specified sum, and directing the Trustee as to the application of the Amount Advanced

(e) An Opinion of Bond Counsel to the effect that the issuance of the 2021 Bonds has been duly authorized by all necessary authorities

(f) Evidence that the LGC has approved the issuance of the 2021 Bonds

Section 1.06. Additional Bonds. The Town may provide for Additional Bonds to be issued under this Agreement to provide funds (a) to expand or improve the Pledged Facilities, (b) to construct further improvements to the Pledged Sites, (c) to refund any Outstanding Bonds, (d) to pay financing costs or establish reserves in connection with the issuance of Additional Bonds, (e) for any other purpose that may be allowed by law from time to time, including the acquisition and construction of additional public facilities, whether or not any additional facility is related to the Pledged Facilities or the Pledged Sites, or (f) for any combination of these purposes.

The Trustee will authenticate and deliver Additional Bonds when the Town has filed with or delivered to it all the following items:

(i) Certified copies of Town Council resolutions approving the terms and conditions under which the Additional Bonds are to be issued and authorizing the execution of amendments or supplements to the Deed of Trust (if necessary) and this Agreement providing for the issuance of the Additional Bonds

(ii) Evidence that the LGC has approved the issuance of the Bonds and the related transactions (if that approval is then required by law)

(iii) An executed copy of an amendment or supplement to this Agreement providing for the issuance of the Additional Bonds, which must set forth the payment and redemption terms of the Additional Bonds, together with other appropriate terms

(iv) An executed copy of an appropriate amendment or supplement to the Deed of Trust, if necessary to extend the security of the Deed of Trust to the Town's obligations (A) under the Trust Agreement as amended or supplemented or (B) with respect to the Additional Bonds

(v) A Town Certificate directing the Trustee to authenticate and then deliver the Additional Bonds to the person or persons named therein upon payment to the Trustee of a specified sum, and directing the Trustee as to the application of proceeds from the sale of the Additional Bonds

(vi) An Opinion of Bond Counsel to the effect (A) that the issuance of the Additional Bonds is permitted under the terms of this Agreement and has been duly authorized, and (B) that the issuance of the Additional Bonds in itself will have no adverse effect on the exemption from Federal income tax with respect to any Outstanding Bonds with respect to which any such interest is intended to be exempt

(vii) Evidence of the issuance or proposed issuance of one or more lender's title insurance policies (or an appropriate endorsement to an existing policy) in favor of the Trustee and including any amendment or supplement to the Deed of Trust referenced in (iv) above as an insured instrument, if necessary to increase the aggregate face amount of insurance to equal to the total amount of Outstanding Bonds plus the principal amount of the Additional Bonds then to be issued

The Trustee is not required to authenticate and deliver any Additional Bonds if any Event of Default under this Agreement is continuing.

Simultaneously with the delivery of the Additional Bonds, the proceeds (including any accrued interest) of the Additional Bonds will be applied as provided in the certificate described in (v) above.

After the execution and delivery of any Additional Bonds, they will be "Bonds" under this Agreement and subject to all its terms and conditions, except as may be provided in the supplement to this Agreement provided for in (iii) above.

ARTICLE II

REDEMPTION

Section 2.01. Redemption Dates and Prices. The 2021 Bonds are subject to redemption only as provided in this Section.

(a) *Optional Redemption* – The 2021 Bonds maturing on or after December 1, 2032, are subject to redemption at the Town's option, in whole or in part on any date on or after December 1, 2031, upon payment of the principal amount to be redeemed plus interest accrued to the redemption date, without any prepayment penalty or premium.

(b) *Mandatory Sinking Fund Redemption* -- The 2021 Bonds maturing on _____ are required to be redeemed in part prior to maturity pursuant to the terms of the sinking fund requirements of Section 2.05 at a redemption price equal to the principal amount to be redeemed plus interest accrued to the redemption date, without any prepayment penalty or premium.

The supplement to this Agreement providing for the issuance of any Additional Bonds will set out the terms and conditions for their redemption.

Section 2.02. Selection of 2021 Bonds for Redemption.

(a) If less than all the 2021 Bonds are to be redeemed pursuant to the provisions of subsection 2.01(a), they will be redeemed among maturities in any manner the Town chooses. The Town is not required to redeem Series A Bonds in preference to Series B Bonds, or vice versa, or to redeem Bonds ratably among Series.

(b) If less than all of the 2021 Bonds of any maturity are to be redeemed, the Trustee must select the 2021 Bonds to be redeemed by lot; provided, however, that so long as a book-entry system with DTC is used for determining beneficial ownership of 2021

Bonds, if less than all of the 2021 Bonds within a maturity are to be redeemed, the parties agree that DTC may determine which of the 2021 Bonds within the maturity are to be redeemed in accordance with DTC's then-current rules and procedures.

(c) In any case, (i) the portion of any 2021 Bond to be redeemed must be in the principal amount of \$5,000 or some integral multiple thereof, and (ii) in selecting 2021 Bonds for redemption, each 2021 Bond will be considered as representing that number of 2021 Bonds which is obtained by dividing the principal amount of that 2021 Bond by \$5,000. If a portion of a 2021 Bond is called for redemption, the Town will prepare, and the Trustee will deliver, a new 2021 Bond of the same series in principal amount equal to the unpaid portion to the registered owner upon the surrender of the 2021 Bond.

Section 2.03. Redemption Notices. (a) The Trustee, at the Town's direction, upon being satisfactorily indemnified with respect to expenses, and with at least two Business Days' notice, will send notice of redemption no less than 30 nor more than 60 days prior to the redemption date, as follows:

(i) With respect to any 2021 Bonds being called for redemption for which DTC or its nominee is the registered owner, to DTC, in whatever manner may be provided for under DTC's standard operating rules as then in effect (and if the Trustee is unable to determine those rules, by registered or certified mail, return receipt requested);

(ii) With respect to any 2021 Bonds for which no book-entry-only system of registration is in effect, to each of the registered owners of those 2021 Bonds at their addresses as shown on the Trustee's registration books, by registered or certified mail; and

(iii) In any case, both (A) to the MSRB for posting on the EMMA System and (B) to the LGC.

Notwithstanding anything to the contrary in this Agreement, the Town acknowledges and agrees that the Trustee is not acting as the disclosure or dissemination agent for purposes of Rule 15c2-12 in connection with any notice to be posted with the MSRB via the EMMA System.

Failure to give any notice specified in (i) or (ii), as applicable, or any defect in that notice, will not affect the validity of any proceedings for the redemption of any 2021 Bonds with respect to which no failure has occurred. Failure to give any notice specified in (iii), or any defect in that notice, will not affect the validity of any proceedings for the redemption of any 2021 Bonds with respect to which the notice specified in (i) or (ii) is correctly given. Any notice mailed as provided in this Agreement will conclusively be presumed to have been given regardless of whether received by any Owner.

(b) Any redemption notice, except a notice given in respect of a mandatory sinking fund redemption, may state that the redemption to be effected is conditioned upon -

-

(i) the Trustee's receipt on or prior to the redemption date of moneys sufficient to pay the principal of and premium, if any, and interest on the 2021 Bonds to be prepaid; or

- (ii) any other condition not unacceptable to the Trustee.

If a notice contains a condition and the Trustee either (A) does not receive moneys sufficient to pay the principal of and premium, if any, and interest on the 2021 Bonds on or prior to the redemption date, or (B) the stated condition is not fulfilled, as evidenced to the Trustee by a Town Certificate,

in either case on or prior to the redemption date,

then redemption will not be made, and the Trustee must, within a reasonable time, give notice the same way the redemption notice was given that the moneys were not so received (or condition was not fulfilled) and the redemption was not made.

(c) Each redemption notice must specify (i) the complete designation of the 2021 Bonds to be redeemed, (ii) the CUSIP numbers of the 2021 Bonds to be redeemed, (iii) the dated dates, maturity dates and interest rates of the 2021 Bonds to be redeemed, (iv) the date fixed for redemption, (v) any conditions to the redemption, as contemplated by subsection (b) above, (vi) the principal amount of 2021 Bonds or portions of Bonds to be redeemed, (vii) the applicable redemption price, (viii) the address of the place or places of payment, (ix) the Trustee's name and telephone number, and the name of a contact person, (x) that interest accrued to the date fixed for redemption will be paid as specified in the notice, and (xi) that on and after the established redemption date interest on 2021 Bonds which have been redeemed will cease to accrue. The Trustee must also include in any redemption notice any additional information provided by the Town for use in the notice.

Section 2.04. 2021 Bonds Payable on Redemption Date; Interest Ceases To Accrue. If on or before the date fixed for redemption funds are deposited with the Trustee to pay the principal of and interest accrued to the redemption date on 2021 Bonds called for redemption, the 2021 Bonds (or portions of 2021 Bonds) called for redemption cease to accrue interest from and after the redemption date. Thereafter, those 2021 Bonds (a) are no longer entitled to the benefits provided by this Agreement and (b) are not deemed to be Outstanding under this Agreement.

Section 2.05. Mandatory Sinking Fund Redemption. (a) The Trustee, from amounts received from or on behalf of the Town, will redeem 2021 Bonds maturing on December 1, 20____, on December 1 in years and amounts upon payment of 100% of the principal amount thereof plus interest accrued to the redemption date, as follows:

<u>Year</u>	<u>Amount (\$)</u>
[To come.]	

*Final maturity

- (b) In addition, [provisions for a second term bond if necessary]

The Trustee shall take all appropriate action to withdraw funds from the Principal Account and make timely payment to the Owners of the Term Bonds subject to sinking fund redemption.

(b) Notwithstanding the foregoing, on or before the 70th day next preceding any sinking fund payment date, the Town may do either of the following:

(i) deliver to the Trustee for cancellation Term Bonds required to be redeemed on that sinking fund payment date in any aggregate principal amount desired; or

(ii) instruct the Trustee to apply a credit against the Town's sinking fund payment obligation for any Term Bonds that previously have been redeemed (other than through the operation of the sinking fund requirements) and canceled by the Trustee but not previously applied as a credit against any sinking fund payment obligation.

The Trustee will credit against the Town's sinking fund payment obligation on each sinking fund payment date the amount of 2021 Bonds so purchased, delivered or previously redeemed as described in paragraphs (i) or (ii) above.

(c) Within seven days of receipt of the funds, Term Bonds or instruction to apply a credit (as described in subsection (b) above), any amounts remaining in the Principal Account in excess of the amount required to fulfill the remaining required principal and sinking fund redemption obligations on the next sinking fund payment date will, as specified in a Town Certificate, either be (i) transferred to the Interest Account or (ii) used to redeem 2021 Bonds as soon as practicable. In the absence of any written direction from the Town, the Trustee will deposit those amounts to the Interest Account.

ARTICLE III

FUNDS AND ACCOUNTS

Section 3.01. Creation and Use of Project Fund. The Trustee will establish a special fund designated as the "Town of Chapel Hill 2021 Project Fund." The Trustee will keep this Fund separate and apart from all other funds and moneys held by it, and the Trustee will hold and administer this Fund as provided in this Agreement. Moneys in the Project Fund will be expended only as described in Sections 3.02 and 3.03. The Trustee is not required to disburse any moneys from the Project Fund during the continuation of any Event of Default.

Section 3.02. Deposits to Project Fund; Payment of Project Costs.

(a) The Trustee will deposit into the Project Fund the amount specified in the certificate referenced in Section 1.05(d) and all other amounts paid to it for deposit in the Project Fund. This certificate may also direct the Trustee as to the further application of amounts in the Project Fund without any requirement for additional direction or requisition.

(b) In addition, the Trustee will disburse moneys in the Project Fund from time to time, either to pay Project Costs directly to the Town or the person indicated in the requisition to pay Project Costs or to reimburse the Town for previous expenditures on

Project Costs, upon the Trustee's receipt of a requisition substantially in the form of Exhibit E. The Town need not submit any additional information other than the requisition. The Trustee may rely conclusively on requisitions as authorization for payments, and the Trustee has no duty or responsibility to verify any matters in the requisitions.

(c) Unless otherwise directed by the Town, the Trustee will disburse moneys from the Project Fund that are due to the Town by wire transfer to any bank account in the United States as a Town Certificate may designate from time to time. Any electronic notice to the Trustee is subject to the provisions of Section 9.02.

Section 3.03. Transfer of Unexpended Proceeds. Upon its receipt of a Town Certificate stating that there are no more Project Costs to be paid from the Project Fund, the Trustee will withdraw all remaining moneys in the Project Fund and deposit those moneys in the Payment Fund. The Trustee will then apply those moneys to Bond payments as directed by a Town Representative. In the absence of any direction from the Town, the Trustee will deposit those moneys in the Interest Account and use them to pay interest on the 2021 Bonds as the same becomes due.

Section 3.04. Other Funds and Accounts. The Trustee will establish the following special funds and accounts, must keep the same separate and apart from all other funds and moneys held by it, and must hold and administer the same as provided in this Agreement:

(a) Town of Chapel Hill 2021 Bond Payment Fund, and therein an Interest Account, a Principal Account and a Redemption Account; and

(b) Town of Chapel Hill 2021 Net Proceeds Fund.

Any amendment or supplement to this Agreement providing for the issuance of Additional Bonds may create additional funds or accounts related to those Bonds.

Section 3.05. Payment Fund. (a) The Trustee must deposit in the proper account in the Payment Fund all amounts paid to it for deposit in the Payment Fund, including all amounts paid to it by the Town for payments on the Bonds.

(b) The Town will make payments to the Trustee sufficient in times and amounts to allow the Trustee to make full and timely payment of all Bond Payments as the same become due. The Town will make the payments to the Trustee not later than the 25th day of the month preceding a Payment Date. The Town will make the payments in lawful money of the United States, by wire transfer or other transfer of immediately available funds to any account in the United States as the Trustee may designate to the Town from time to time.

(c) Not less than 15 days prior to each Payment Date, the Trustee must determine the amounts on deposit and available to make the payments due on that Payment Date with respect to the 2021 Bonds, whether in (i) the Interest Account or the Principal Account of the Payment Fund, or (ii) any special trust fund established pursuant to Section 11.01. The Trustee must notify the Town of the available amounts not less than 10 days prior to the applicable Payment Date. The Town's obligation to make payments with respect to any Payment Date is reduced by the available amounts the Trustee determines.

(d) The Trustee must pay the principal of the Bonds from the Principal Account and the interest on the Bonds from the Interest Account, as the same become due. On or before each Payment Date, the Trustee must first determine if it has on hand amounts sufficient to pay the principal and interest coming due on the Bonds on the Payment Date. Then, the Trustee must set aside an amount sufficient to pay the interest on the Bonds becoming due and payable on that Payment Date, and then an amount sufficient to pay the principal on the Bonds becoming due and payable on that Payment Date. The Trustee must then transfer on the Payment Date the amounts due to DTC as registered owner of the Bonds.

(e) If the amount on deposit in the Principal Account or the Interest Account is insufficient for its purposes two Business Days before any Payment Date, the Trustee must notify the Town of the amount of the insufficiency. The Trustee must then transfer the required amounts to those Accounts from any amounts as may be available in the Redemption Account.

If the amount on deposit in the Interest Account on any Payment Date exceeds the amount payable on account of interest on the Bonds on that date, the Trustee must, as directed by a Town Certificate, retain the excess in the Interest Account or transfer the excess to the Principal Account to be credited against subsequent required deposits to the Principal Account. In the absence of any direction from the Town, the Trustee will retain the excess in the Interest Account.

If the amount on deposit in the Principal Account on any December 1 exceeds the amount required on that date to pay principal of Bonds coming due on that date (whether by reason of maturity or mandatory redemption), then the Trustee must, as directed by a Town Certificate, retain the excess in the Principal Account or transfer the excess to the Interest Account to be credited against subsequent required deposits to the Interest Account. In the absence of any direction from the Town, the Trustee will transfer the excess to the Interest Account.

(f) The Trustee must deposit in the Redemption Account of the Payment Fund all amounts paid to it for deposit in that Account, and must use those amounts within 12 months of their deposit to pay Bonds called for redemption on their redemption dates.

(g) The Trustee must apply Net Proceeds deposited in the Redemption Account pursuant to Section 5.16 to the redemption of Bonds pursuant to Section 2.01(a).

The Trustee must transfer any amounts not so used within 12 months of their deposit in the Redemption Account to the Interest Account for use on the next Payment Date to pay interest on the Bonds, and pending that use or in the absence of direction must invest those funds in Legal Investments having a yield not in excess of the Restricted Yield.

Subject to retaining moneys necessary to pay Bonds that have been called for redemption but not yet presented for payment, the Trustee must use amounts in the Redemption Account as directed by a Town Certificate to make transfers to the Interest Account or the Principal Account to the extent the balances in those Accounts may be insufficient.

Section 3.06. Net Proceeds Fund. The Trustee must deposit in the Net Proceeds Fund (a) Net Proceeds as provided in Section 5.16 and (b) any other amounts paid to it for deposit in that fund. The Town must direct the investment and reinvestment of all amounts on deposit in the Net Proceeds Fund only in Legal Investments having a yield not in excess of the Restricted Yield, to the extent those amounts are on deposit on any date following the later of (i) the third anniversary of the Closing Date or (ii) 30 days from the payment of those Net Proceeds to the Town or the Trustee. The Trustee must disburse Net Proceeds for replacement or repair as provided in Section 5.16.

ARTICLE IV

SECURITY; APPROPRIATIONS; LIMITED OBLIGATION

Section 4.01. Payments on the Bonds; Additional Payments. (a) The Town will make full and timely payment of all Bond Payments and Additional Payments due from the Town under this Agreement, subject to the limitations of Section 160A-20 and the terms of this Agreement, and in particular the terms of Section 4.02 and Section 4.05.

(b) The Town must pay all Additional Payments on a timely basis directly to the person or entity to which the Additional Payments are owed in lawful money of the United States. If the Town fails to pay any Additional Payment when due, the Trustee may (but is under no obligation to) pay the Additional Payment for the Town's account. The Town agrees to reimburse the Trustee for any Additional Payment made by the Trustee, together with interest on the amount paid at the annual rate of 4.00%.

(c) The Town is not entitled to any abatement or reduction of the Bond Payments or Additional Payments for any reason, including, but not limited to, any defense, recoupment, setoff, counterclaim, or any claim arising out of or related to the Pledged Sites or the Pledged Facilities. The Town assumes and bears the entire risk of loss and damage to the Pledged Sites and the Pledged Facilities from any cause whatsoever. The parties intend that the Town must make all payments provided for in this Agreement, unless the Town's obligation to make the payments has been terminated as provided in this Agreement.

Section 4.02. Appropriations. (a) The Town will cause the officer who prepares the draft Town budget initially submitted for Town Council consideration to include in the initial proposal each year the amount of all Bond Payments and estimated Additional Payments coming due during the Fiscal Year to which the budget applies. Notwithstanding that the initial proposed budget includes an appropriation for these payments, the Town Council may determine not to include the appropriation (in whole or in part) in the final Town budget for any Fiscal Year, or may amend an adopted budget to reduce or delete an approved appropriation.

(b) (i) If for any Fiscal Year the Town adopts an annual budget that does not appropriate (for that purpose) an amount equal to the Bond Payments and estimated Additional Payments coming due during that Fiscal Year, then the Town will send notice of this failure to the Trustee and the LGC within ten days after the adoption of that budget.

(ii) If for any Fiscal Year the Town has not adopted an annual budget that appropriates (for that purpose) an amount equal to the Bond Payments and estimated

Additional Payments coming due during that Fiscal Year within 15 days after the beginning of any Fiscal Year, then the Town will send notice of this failure to the Trustee and the LGC within an additional ten days.

(iii) If at any time the Town amends the annual budget to reduce the amounts appropriated for Bond Payments and Additional Payments below the amounts expected to be required for the remainder of that Fiscal Year, then the Town will send notice of this amendment to the Trustee and the LGC within ten days after the amendment.

(iv) The Town must also post a copy of any notice sent to the LGC under this Section with respect to the Bonds on the EMMA System as an event described in Section 6.03(c)(2).

Section 4.03. Deed of Trust. Coincidentally with the execution and delivery of this Agreement, the Town is executing and delivering the Deed of Trust. The Deed of Trust secures the Town's obligations to each of the Owners, on parity with one another.

Section 4.04. Money in funds and accounts. The Town grants a security interest, to the Trustee for the benefit of the Owners, in all the funds and accounts held under this Agreement to secure the Town's obligations under the Bonds and otherwise under this Agreement. This security interest secures the Town's obligations to each of the Owners, on parity with one another.

Section 4.05. Limited obligation. The Bonds are payable solely from the amounts paid by the Town to the Trustee for the Bond Payments, as, when and if received by the Trustee, except to the extent payable from the proceeds of the Bonds, income from investments, Net Proceeds and other funds and property pledged as provided in this Agreement, which funds are pledged as provided in this Agreement to secure payment of the Bonds.

Notwithstanding any other provision of this Agreement, the parties intend that this transaction comply with the provisions of Section 160A-20. No deficiency judgment may be entered against the Town in violation of Section 160A-20.

No provision of this Agreement should be interpreted as creating a pledge of the Town's faith and credit within the meaning of any constitutional debt limitation. No provision of this Agreement should be construed or interpreted as an illegal delegation of governmental powers or as an improper donation or lending of the Town's credit within the meaning of the North Carolina constitution. The Town's taxing power is not and may not be pledged directly or indirectly or contingently to secure any moneys due under this Agreement.

No provision of this Agreement should be interpreted as pledging or creating a lien on any class or source of the Town's moneys (other than Net Proceeds and the funds and accounts established pursuant to this Agreement as may be provided in this Agreement). No provision of this Agreement restricts the Town's future issuance of any of its bonds or other obligations payable from any class or source of the Town's moneys (except to the extent

this Agreement, the Deed of Trust and the Bonds restrict the incurrence of additional obligations secured by the Mortgaged Property).

To the extent of any conflict between this Section and any other provision of this Agreement, this Section takes priority.

ARTICLE V

CONSTRUCTION, MAINTENANCE AND OTHER PROVISIONS RELATED TO THE PLEDGED FACILITIES

Section 5.01. Construction Contracts; Changes. (a) The Town will comply with the provisions of the North Carolina General Statutes and enter into the Construction Contracts. The Town will cause the construction of the Pledged Facilities to be carried on continuously in accordance with the Construction Contracts and all applicable State and local laws and regulations.

(b) The Town will provide for the Pledged Facilities to be constructed on the Pledged Sites and will insure (i) that no portion of the Pledged Facilities encroaches upon nor overhangs any easement or right-of-way, (ii) that the Pledged Facilities will be wholly within any applicable building restriction lines, however established, and (iii) that the Pledged Facilities will not violate applicable use or other restrictions, whether imposed by law or rule or by prior conveyances.

(c) The Town may approve changes to the Construction Contracts in its discretion except that the Town may not approve any changes that (i) increase total estimated Project Costs above the amounts previously identified and designated for the payment of those costs, or (ii) result in the use of the Mortgaged Property for purposes substantially different from the use intended as of the Closing Date.

Section 5.02. Contractors' Performance and Payment Bonds. The Town shall require each contractor entering into a Construction Contract to furnish a performance bond and a separate labor and material payment bond as required by State law. The Town shall provide copies of all bonds to the Trustee at the Trustee's request.

Section 5.03. Cooperation. The Trustee and the Town will cooperate fully with each other in filing any claim or proof of loss with respect to any bond or insurance policy described in this Agreement.

Section 5.04. Care and Use. The Town must use the Pledged Sites and the Pledged Facilities in a careful and proper manner. The Town must keep the Mortgaged Property in good condition, repair, appearance and working order for the purposes intended.

Section 5.05. Utilities. The Town must pay all charges for utility services furnished to or used on or in connection with the Pledged Sites and the Pledged Facilities.

Section 5.06. Risk of Loss. The Town bears all risk of loss to and condemnation of the Pledged Facilities and the Pledged Sites. Upon loss, damage or

condemnation of the Mortgaged Property, the Town must proceed as provided in Sections 5.15 and 5.16.

Section 5.07. Trustee's Performance of Town's Responsibilities. The Trustee may (but is not required to) undertake any payment or performance required of the Town for the insurance, maintenance or preservation of the Mortgaged Property that is not timely paid or performed by the Town. The Town must then reimburse the Trustee for any payments and for any associated costs and expenses, legal or otherwise, together with interest at annual rate of 4.00%, all as Additional Payments under this Agreement.

Section 5.08. Compliance with Requirements. The Town must promptly and faithfully comply with all requirements of governmental authorities relating to the use or condition of the Mortgaged Property, the violation of which would adversely affect the use, value or condition of the Mortgaged Property, whether or not any requirement necessitates structural changes or improvements or interferes with the use or enjoyment of the Mortgaged Property (or be diligently and in good faith contesting such requirements). Unless required by applicable law or unless the Trustee has otherwise agreed in writing, the Town must not use the Mortgaged Property for any purposes other than that for which the same were intended as of the Closing Date. In no event may the Town use the Mortgaged Property or any part thereof, nor allow the same to be used for, any unlawful purpose or in violation of any certificate of occupancy or other permit or certificate, or any law, ordinance or regulation.

Section 5.09. Use and Operation. (a) The Town represents that the acquisition and construction of the improvements to the Pledged Facilities will be useful to the Town in carrying out its required public functions. The Town has an immediate need for the Pledged Facilities, and the Town expects to use the Pledged Facilities throughout the Contract Term.

(b) The Town will be solely responsible for the operation of the Pledged Facilities and will not contract with any other person or entity for that operation. The Pledged Facilities will not be used in any private business or put to any private business use, except for such minor and occasional uses as may be consistent with their use as local government facilities and that will not cause the Town to be in violation of its covenant as set forth in Section 6.01(k). The Town will use and operate the Financed Facilities for their intended public purposes, and for no other purpose unless required by law.

Section 5.10. Modification of Pledged Facilities; Installation of Equipment and Machinery. The Town has the right to repair, maintain and remodel the Pledged Facilities or make substitutions, additions, modifications and improvements to the Pledged Facilities, at its own cost and expense; provided, however, that any substitutions, additions, modifications and improvements must not in any way damage the Pledged Facilities or result in the use of the Pledged Facilities for purposes substantially different from those initially proposed; and provided further that the Pledged Facilities, as improved or altered, upon completion of these substitutions, additions, modifications and improvements, will be of a value not materially less than the value of the Pledged Facilities immediately prior to making those substitutions, additions, modifications and improvements.

The Town may also, from time to time in its sole discretion and at its own expense, install machinery, equipment and other tangible property in or on the Pledged Facilities. All that property will remain the Town's sole property in which neither the Trustee nor any Bondholder will have any interest; provided, however, that any property which becomes permanently affixed to the Pledged Facilities will be subject to this Agreement and the lien and security interest arising under the Deed of Trust if the Trustee determines that the Pledged Facilities would be damaged or impaired by the removal of that machinery, equipment or other tangible property.

Section 5.11. Property Damage Insurance. (a) The Town must, at its own expense, acquire, carry and maintain broad form extended coverage property damage insurance with respect to the Pledged Facilities in an amount equal to the replacement cost. This insurance must include standard mortgagee coverage in favor of the Trustee.

(b) (i) The Town must maintain the insurance required by this Section with generally recognized responsible insurers and may carry reasonable deductible or risk-retention amounts. The Town must provide copies of all policies to the Trustee upon request.

(ii) In the alternative, the Town may maintain the insurance required by subsection (a) above (A) by one or more blanket or umbrella insurance policies or (B) by means of an adequate self-insurance fund or risk-retention program, or by participation in a group risk pool or similar program.

(iii) If the Town obtains blanket or umbrella coverage, the Town must provide to the Trustee, upon the Trustee's request, a certificate or certificates of the respective insurers evidencing the coverage and, with respect to property insurance, stating the amount of coverage provided with respect to the Pledged Facilities (or any covered portion thereof). The Town must provide to the Trustee such evidence as to the sufficiency of any such alternative program as the Trustee may reasonably request.

(c) Before the Town adjusts or settles any property damage loss greater than \$1,000,000 with respect to the Pledged Facilities, whether or not covered by insurance, the Town must first notify the Trustee of the planned adjustment or settlement and the Town's planned use of insurance proceeds.

(d) The Trustee is not responsible for the sufficiency or adequacy of any required insurance. The Trustee shall have no liability in accepting payment on account of any insurance or with respect to any adjustment, compromise or settlement of any loss agreed to by the Town.

Section 5.12. Right of Entry and Inspection. The Trustee and its representatives and agents have the right to enter upon the Pledged Sites and inspect the Pledged Facilities at any time while any Bonds are Outstanding.

No right of inspection or approval granted in this Section imposes upon any party any duty or obligation whatsoever to undertake any inspection or to make any approval. No inspection or approval by any party imposes upon any party any duty or obligation whatsoever to identify or correct any defects in the Pledged Facilities or to notify any person

with respect thereto. No inspection constitutes a warranty (either express or implied) by the Trustee as to the quality or fitness of any improvement. Any such inspection is solely for the benefit of the Trustee and the Bondholders, and not for the Town's benefit.

Section 5.13. Title. Title to the Pledged Sites and the Pledged Facilities and all additions, repairs, replacements or modifications thereto will always be in the Town, subject to the lien of the Deed of Trust and to the other Permitted Encumbrances.

Section 5.14. Taxes and Encumbrances. (a) If the Mortgaged Property (or any portion) is, for any reason, deemed subject to taxation, assessments or other lawful governmental charges the Town will, during the Contract Term, pay (as Additional Payments) the amount of all those taxes, assessments and governmental charges. With respect to special assessments or other charges which may be lawfully paid in installments over a period of years, the Town is obligated under this Agreement only to provide for the installments that are required to be paid during the Contract Term. The Town must not allow any liens for taxes, assessments or governmental charges with respect to the Mortgaged Property (or any portion) to become delinquent, including any taxes levied upon the Trustee's interest in the Mortgaged Property, or on any rentals or other revenues derived from the Mortgaged Property.

(b) The Town will not directly or indirectly create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, encumbrance or claim on or with respect to the Mortgaged Property (or any portion), except Permitted Encumbrances. The Town will promptly, at its own expense, take such action as may be appropriate to discharge any such mortgage, pledge, lien, charge, encumbrance or claim.

(c) The Town may, at its own expense and in its own name, in good faith contest any taxes or other charges and encumbrances described in this section. In the event of a contest, the Town may permit the charges to remain unpaid during the period of the contest and any appeal. If, however, the Trustee notifies the Town that, in the opinion of independent counsel selected by the Trustee, the security afforded pursuant to this Agreement or the Deed of Trust will be materially endangered by nonpayment of any items, then the Town must promptly pay those items (but the payment will not in itself constitute a waiver of the right to continue to contest the charges).

Section 5.15. Damage, Destruction or Condemnation. The Town must promptly notify the Trustee if (a) the Mortgaged Property or any portion thereof is destroyed or damaged by fire or other casualty, (b) any governmental authority takes, or notifies the Town of any intent to take, title to, or the temporary or permanent use of the Mortgaged Property or any portion thereof, or the estate of the Town or the Trustee in the Pledged Facilities, the Pledged Sites or any portion thereof, under the power of eminent domain, (c) a material defect in the construction of the Pledged Facilities becomes apparent, or (d) title to or the use of all or any portion of the Mortgaged Property is lost by reason of a defect in title.

Each notice must describe generally the nature and extent of the damage, destruction or taking. The Town must provide any additional information concerning the matter as the Trustee may reasonably request.

The Town must file its claims under insurance coverages and claims for awards or payments in the nature of condemnation awards resulting from any damage, destruction or taking. The Town must prosecute all its claims for awards or payments in good faith and with due diligence. Any Net Proceeds received by the Town because of those claims will be used as provided in Section 5.16.

Section 5.16. Deposit and Use of Net Proceeds.

(a) If the amount of Net Proceeds received by the Town from any single event or any single series of related events is less than \$1,000,000, then the Town has no obligation to account to the Trustee or any other person or entity with respect to the use of such Net Proceeds. The Town, however, acknowledges that its use of funds may be constrained by the requirements of the Code and the Town's covenants and representations in Section 6.01(k).

(b) If the amount of Net Proceeds received by the Town from any single event or any single series of related events is at least \$1,000,000, the Town must cause the Net Proceeds to be paid to the Trustee for deposit and application as provided in this Section.

(c) The Town may elect to proceed under either part (i), (ii) or (iii) of this subsection with respect to Net Proceeds deposited with the Trustee pursuant to subsection (b). The Town must notify the Trustee of its election within 60 days after the date of the deposit.

(i) The Town may direct the Trustee to deposit the Net Proceeds into the Redemption Account in the Bond Fund and use the Net Proceeds, together with any other available funds the Town may provide in its discretion, to redeem or defease the Bonds in whole (but not in part), pursuant to Section 2.01 and Article XI, as appropriate, and as directed in a Town Certificate.

(ii) If the Town determines that the Net Proceeds, together with any other available funds the Town may provide in its discretion, will be sufficient to repair or restore that portion of the Pledged Facilities regarding which the Net Proceeds arose, then the Town may direct the deposit of the Net Proceeds to the Net Proceeds Fund and then may apply those proceeds to repair or restoration. The Town must act with due diligence and in a commercially reasonable manner to provide for the repair and restoration.

The Trustee will disburse Net Proceeds for the payment of such costs upon receipt of requisitions provided by the Town and substantially in the form of Exhibit E. The Trustee may rely conclusively on requisitions as authorization for payments, and the Trustee has no duty or responsibility to verify any matters in the requisitions. The Trustee must not honor any requisition if an Event of Default is continuing.

The Town will not be entitled to any reimbursement of any funds paid pursuant to this subsection, nor will the Town be entitled to any postponement or diminution of its obligation to make Bond Payments because of any contribution. Any repair or replacement paid for in whole or in part out of Net Proceeds will be the Town's property and will be part of the Mortgaged Property.

(iii) If the Town determines that the Net Proceeds and other funds will not be sufficient for the purposes described in (i) or (ii), then the Town must direct the Trustee to deposit the Net Proceeds into the Redemption Account in the Bond Fund and use the Net Proceeds to prepay or defease the Bonds in whole or in part pursuant to Section 2.01 and Article XI and as directed by a Town Representative.

(d) Nothing in this Section creates an option in the Town or any other party to provide for the early payment of Bonds not provided for in Article II.

ARTICLE VI

TOWN'S WARRANTIES, REPRESENTATIONS AND COVENANTS

Section 6.01. In General. The Town makes the following statements of fact, with the intent and understanding that the Trustee and the Bondholders will rely on these statements in deciding to enter into this Agreement and to purchase and hold Bonds.

(a) The Town is a duly organized and validly existing municipal corporation of the State. The Town has all powers necessary to enter into the transactions contemplated by this Agreement and the Deed of Trust and to carry out its obligations under this Agreement.

(b) The Town has duly and validly authorized, issued, executed and delivered this Agreement, the 2021 Bonds and the Deed of Trust. Assuming due authorization, execution and delivery by the other parties, this Agreement, the 2021 Bonds and the Deed of Trust constitute valid, legal and binding obligations of the Town, enforceable (in the case of the Deed of Trust, by the Deed of Trust Trustee and the Trustee) in accordance with their respective terms, subject to bankruptcy, insolvency and other similar laws affecting the enforcement of creditors' rights generally and applicable principles of equity.

(c) The Town requires no further approval or consent from any governmental authority with respect to the Town's entering into or performing under this Agreement or the Deed of Trust.

(d) There is no action, suit or proceeding at law or in equity before or by any court, public board or body pending or, to the best of the Town's knowledge, threatened, against or affecting the Town (or any official thereof in an official capacity) (i) challenging the validity or enforceability of the Trust Agreement or the 2021 Bonds, or seeking to restrain or enjoin the issuance or delivery of the Bonds, or (ii) challenging (A) the Town's organization or existence, (B) the Town's issuance of the Bonds, or (C) the title to office of any Town Council member or other Town officer, or (iii) that otherwise would be likely (if decided adversely to the Town) to have a material adverse effect on the Town's ability to provide for timely payment of the Bonds.

(e) The Town's performance of its obligations under the Bonds, this Agreement and the Deed of Trust, and compliance with their respective provisions, under the contemplated circumstances, does not and will not in any material respect constitute on the Town's part a breach of or default under, or result in the creation of any material lien or other encumbrance on any Town property (except as contemplated in such instruments)

pursuant to, any agreement or other instrument to which the Town is a party, or any existing law, regulation, court order or consent decree to which the Town is subject.

(f) No Town representation, covenant or warranty in this Agreement is false or misleading in any material respect.

(g) The Town is vested with fee simple title to the Pledged Sites. There are no liens or encumbrances on the Pledged Facilities or the Pledged Sites other than the existing encumbrances, as shown on Exhibit C to the Deed of Trust.

(h) The Town Council resolutions relating to the Town's execution and delivery of this Agreement, the 2021 Bonds, the Deed of Trust and the transactions contemplated by those instruments have been duly adopted, are in full force and effect, and have not been in any respect modified, revoked or rescinded.

(i) The Town believes funds will be available to satisfy all its obligations under this Agreement.

(j) The Pledged Facilities have been designed and will be constructed to comply with all applicable subdivision, building and zoning ordinances and regulations, and all applicable federal and State standards and requirements relating to the Pledged Facilities.

(k) The Town will not take or permit, or omit to take or cause to be taken, any action that would cause the Series A Bonds to be "arbitrage bonds" or "private activity bonds" within the meaning of the Code. If the Town does take or permit, or take or cause to be taken, any such action, or omit to take or cause to be taken, the Town must take (or cause to be taken) all lawful actions within its power reasonably necessary to rescind or correct such actions or omissions promptly upon having knowledge of the effect of such actions.

Section 6.02. Town's Undertakings as to Environmental Matters. The Town makes the following statements of fact, with the intent and understanding that the Trustee and the Bondholders will rely on these statements in deciding to enter into this Agreement and to purchase and own Bonds.

(a) The Town has no knowledge (i) that any industrial use has been made of the Mortgaged Property, (ii) that the Mortgaged Property has been used for the storage, treatment or disposal of chemicals or any Hazardous Materials, (iii) that any manufacturing, landfilling or chemical production has occurred on the Mortgaged Property, or (iv) that there is any asbestos or other contaminant on, in or under the Mortgaged Property.

(b) To the Town's knowledge, the Mortgaged Property complies with all federal, State and local environmental laws and regulations. The Town will keep the Mortgaged Property, and the activities at the Mortgaged Property, in compliance with all environmental laws, rules, and regulations. The Town will, in a timely manner, take all lawful action necessary to maintain compliance or to remedy any lack of compliance.

(c) The Town will use and maintain Hazardous Materials on the Mortgaged Property only for the routine maintenance and operation of the Mortgaged Property. The

Town will maintain these Hazardous Materials only in appropriate quantities for these purposes, and will use them only in substantial compliance with label instructions and all State and federal environmental laws, rules and regulations. The Town will not use the Mortgaged Property (A) for the manufacture, transport, process, storage, treatment or disposal of any Hazardous Materials or (B) for any industrial, manufacturing or landfilling use or for any chemical production.

(d) The Town will promptly send to the Trustee, upon the Trustee's request, copies of any citations, orders, notices or other material governmental or other communication received with respect to any Hazardous Materials.

For the purposes of this Section, "Hazardous Materials" means any chemicals, materials, substances, wastes or other substances that are classified and regulated by any by federal, State or local laws as hazardous or toxic substances that exist on or affect the Mortgaged Property.

Section 6.03. Town's Undertaking for Continuing Disclosure. The Town undertakes, for the benefit of the beneficial owners of the Bonds, to provide the following items and information to the MSRB:

(a) by not later than seven months from the end of each of the Town's Fiscal Years, beginning with the Fiscal Year that ends June 30, 2021, audited Town financial statements for such fiscal year, if available, prepared in accordance with Section 159-34 of the General Statutes of North Carolina, as it may be amended from time to time, or any successor statute, or, if such audited financial statements are not available by seven months from the end of any fiscal year, unaudited Town financial statements for such fiscal year, to be replaced subsequently by audited Town financial statements to be delivered within 15 days after such audited financial statements become available for distribution;

(b) by not later than seven months from the end of each of the Town's Fiscal Years, beginning with the Fiscal Year that ends June 30, 2021, the financial and statistical data as of a date not earlier than the end of the preceding fiscal year (which data will be prepared at least annually, will specify the date as to which such information was prepared and will be delivered with any subsequent material events notices specified in subparagraph (c) below) for the type of information included in Appendix A to the final Official Statement relating to the 2021 Bonds under the captions _____ (excluding any information on overlapping or underlying debt) to the extent such items are not included in the audited financial statements referred to in (a) above;

(c) in a timely manner, not in excess of ten business days after the occurrence of the event, notice of any of the following events with respect to the 2021 Bonds:

- (1) principal and interest payment delinquencies;
- (2) non-payment related defaults, if material;
- (3) unscheduled draws on debt service reserves reflecting financial difficulties;

(4) unscheduled draws on any credit enhancements reflecting financial difficulties;

(5) substitution of credit or liquidity providers, or their failure to perform;

(6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the 2021 Bonds, or other material events affecting the tax status of the 2021 Bonds;

(7) modifications to rights of the beneficial owners of the 2021 Bonds, if material;

(8) calls for redemption of 2021 Bonds (other than calls pursuant to sinking fund redemption), if material, and tender offers;

(9) defeasances;

(10) release, substitution or sale of any property securing repayment of the 2021 Bonds, if material;

(11) rating changes;

(12) bankruptcy, insolvency, receivership or similar proceedings related to the Town, the Trustee or any other person or entity that may at any time become legally obligated to make Bond Payments (collectively, the "Obligated Persons");

(13) The consummation of a merger, consolidation, or acquisition involving an Obligated Person or the sale of all or substantially all of the assets of the Obligated Person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(14) Appointment of a successor or additional trustee or the change of name of a trustee, if material;

(15) Incurrence of a financial obligation (as defined below) of the Town, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the Town, any of which affect Bondholders, if material; and

(16) Default, event of acceleration, termination event, modification of terms or other similar events under the terms of a financial obligation of the Town, any of which reflect financial difficulties; and

(d) in a timely manner, not in excess of ten Business Days after the occurrence of the failure, notice of a failure of the Town to provide required annual financial information described in (a) or (b) above on or before the date specified.

"Financial obligation" means (a) a debt obligation, (b) a derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or (c) a guarantee of an obligation described in either clause (a) or (b). The term "financial obligation" shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with Rule 15c2-12 of the Securities and Exchange Commission promulgated under the Securities Exchange Act of 1934, as amended.

As used above, the "final Official Statement" means the Official Statement dated July _____, 2021, that the Town has approved and authorized for use in connection with the offering and sale of the 2021 Bonds.

For the purposes of the events identified in subparagraph (c)(12) above, the event is considered to occur when any of the following occurs: the appointment of a receiver, fiscal agent or similar officer for an Obligated Person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Obligated Person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Obligated Person.

If the Town fails to comply with the undertaking described above, the Trustee may take action to protect and enforce the rights of all the beneficial owners of the 2021 Bonds with respect to such undertaking, including an action for specific performance; provided, however, that failure to comply with such undertaking will not be an Event of Default and will not result in any acceleration of payment of the 2021 Bonds. All actions will be instituted, had and maintained in the manner provided in this paragraph for the benefit of all beneficial owners of the 2021 Bonds.

The Town must provide the documents and other information referred to above to the MSRB in an electronic format as prescribed by the MSRB and accompanied by identifying information as prescribed by the MSRB.

The Town may discharge its undertaking as set forth in this Section by providing such information in any manner that the United States Securities and Exchange Commission subsequently authorizes in lieu of the manner described above.

The Town reserves the right to modify from time to time the information to be provided, or the presentation of the information to be provided, to the extent necessary or appropriate in the Town's judgment, provided that:

(A) any such modification may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature, or status of the Town;

(B) the information to be provided, as modified, would have complied with the requirements of Rule 15c2-12 as of the date of the final Official Statement, after taking into account any amendments or interpretations of Rule 15c2-12, as well as any changes in circumstances; and

(C) any such modification does not materially impair the interests of the beneficial owners, as determined by the Trustee, by Bond Counsel, or by the approving vote of the Majority Owners pursuant to the terms of this Agreement, as it may be amended from time to time, at the time of the amendment.

Any annual financial information containing modified operating data or financial information will explain, in narrative form, the reasons for the modification and the impact of the change in the type of operating data or financial information being provided.

The provisions of this Section will terminate upon payment, or provision having been made for payment, in a manner consistent with Rule 15c2-12, in full of the principal of and interest on all the Bonds.

ARTICLE VII

INDEMNIFICATION

To the extent permitted by law, the Town will indemnify, protect and save

- (a) the LGC and its members and employees, and
- (b) the Trustee and its officers, directors, agents and employees,

in all cases harmless from all liability and losses, including expenses and legal fees, expenses and costs, arising out of, connected with, or resulting directly or indirectly

(A) from the condition or use of the Mortgaged Property or the transactions contemplated by this Agreement; or

(B) as a result of any warranty or representation made by the Town in Section 6.02 being false or untrue in any material respect, or any requirement under any law or regulation which requires the elimination or removal of any hazardous materials, substances, wastes or other environmentally regulated substances by the Trustee, the Town or any transferee or assignee of the Town or the Trustee.

The Town has no obligation to indemnify any indemnified party for the gross negligence or intentional misconduct of the indemnified party or any of its employees or representatives. The Town's obligation to provide indemnification under this Article continues even after the payment in full of all the Town's obligations under this Agreement. The Town's obligation extends to any Trustee even after the removal or resignation of that Trustee. The parties intend that the LGC is a third-party beneficiary of the Town's obligations under this Article VII.

ARTICLE VIII

DISCLAIMER OF WARRANTIES

The Town acknowledges that the Trustee has not designed the Pledged Facilities, that the Trustee has not supplied any plans or specifications with respect thereto and that the Trustee

(a) is not a manufacturer of, nor a dealer in, any of the component parts of the Financed Facilities or similar facilities,

(b) has not made any recommendation, given any advice nor taken any other action with respect to (i) the choice of any supplier, vendor or designer of, or any other contractor with respect to, the Financed Facilities or any component part thereof or any property or rights relating thereto, or (ii) any action taken or to be taken with respect to the Financed Facilities or any component part thereof or any property or rights relating thereto at any stage of the construction thereof,

(c) has not at any time had physical possession of the Financed Facilities, the sites on which those facilities are or will be established, or any component part thereof or made any inspection thereof or any property or rights relating thereto, and

(d) has not made any warranty or other representation, express or implied, that the Financed Facilities or any component part thereof or any property or rights relating thereto (i) will not result in or cause injury or damage to persons or property, (ii) has been or will be properly designed or will accomplish the results which the Town intends therefor, or (iii) is safe in any manner or respect.

THE TRUSTEE MAKES NO EXPRESS OR IMPLIED WARRANTY OR REPRESENTATION OF ANY KIND WHATSOEVER WITH RESPECT TO THE FINANCED FACILITIES OR ANY COMPONENT PART THEREOF, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE MERCHANTABILITY OR THE FITNESS OR SUITABILITY THEREOF FOR ANY PURPOSE, and further including the design or condition thereof; the safety, workmanship, quality or capacity thereof; compliance thereof with the requirements of any law, rule, specification or contract pertaining thereto; any latent defect; the ability of the Financed Facilities to perform any function; or any other characteristic of the Financed Facilities. The Town bears all risks relating to the Financed Facilities or the transactions contemplated by this Agreement or by the Deed of Trust, and the Town waives the benefits of all implied warranties and representations of the Trustee.

The provisions of this Article continue in effect even if the Contract Term has expired, and continue to apply with respect to any particular Trustee even after the removal or resignation of that Trustee.

ARTICLE IX

THE TRUSTEE

Section 9.01. Rights and Duties. (a) If an Event of Default is continuing, the Trustee must exercise its rights and powers and use the same degree of care and skill in their exercise as a prudent person would exercise or use under the circumstances in the conduct of that person's own affairs.

(b) Except during the continuation of an Event of Default:

(i) the Trustee need perform only those duties that are specifically set forth in this Agreement and no other, and no implied covenants or obligations shall be read into this Agreement against the Trustee;

(ii) in the absence of bad faith on its part, the Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed, upon certificates, opinions or other writings furnished to the Trustee and conforming to the requirements of this Agreement which the Trustee actually and in good faith believes to be genuine and to have been signed or presented by the proper person.

(c) The Trustee is not relieved from liability for its own negligent action, its own grossly negligent failure to act or its own willful misconduct, except that:

(i) this paragraph does not limit the effect of subsection (a) above;

(ii) the Trustee will not be liable with respect to any action it takes or omits to take in good faith in accordance with a direction received by it pursuant to Section 10.05; and

(iii) the Trustee will not be liable with respect to any information contained in any offering documents (except to the extent of information about the Trustee provided by the Trustee specifically for inclusion in that offering document). The Trustee has no responsibility for compliance with any state or federal securities laws in connection with the Bonds.

(d) Every provision of this Agreement that in any way relates to the Trustee is subject to all the provisions of this Section 9.01.

(e) Not later than August 1 of each year, the Trustee will notify the LGC and the Town of the principal amount of Bonds Outstanding as of the preceding June 30, with a breakdown of Bonds by series.

(f) No provision of this Agreement requires the Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties or in the exercise of any of its rights or powers, unless it receives indemnity satisfactory to it against any loss, liability or expense, except that the Trustee may not require indemnity as a condition to declaring the principal and interest with respect to the Bonds to be due

immediately under Section 10.02. No permissive right of the Trustee should be construed as a duty.

(g) The Trustee is not liable for interest on any cash held by it except as the Trustee may agree with the Town in writing.

(h) If a Default is continuing and is known to the Trustee, then the Trustee must notify the Owners and the LGC within 15 days after the Default becomes known to the Trustee. The Trustee, however, will only be deemed to have knowledge of (i) defaults in payment as described in Sections 10.01(a) and (b) and (ii) defaults with respect to which the Trustee has received written notice, describing the default, from any interested party.

(i) The Trustee may consult with counsel and is not liable for any action it takes or omits to take in good faith in reliance on advice from counsel as to legal matters, including but not limited to interpretation of this Agreement.

(j) Notwithstanding anything in this Agreement to the contrary, the Trustee and its agents have the right to require additional evidence, certificates or opinions of counsel as to legal matters as the Trustee may deem appropriate to establish the Town's right to the withdrawal of any funds held under this Agreement or to require the Trustee's taking of any other action under this Agreement.

(k) The Trustee must keep complete and accurate records of all moneys received and disbursed by it under this Agreement. These records must be available for inspection by the Town and any Owner, or any of their agents, at any time during regular business hours upon reasonable prior notice to the Trustee.

(l) In any judicial proceeding to which the Town is a party and which in the Trustee's opinion has a substantial bearing on the interests of Owners, the Trustee may intervene on the Owners' behalf, and must do so if requested in writing by the Majority Owners, provided that the Trustee has received the indemnity provided for in subsection (f) above.

(m) The Trustee may act through agents or co-trustees.

(n) The Trustee has no duty to inspect or oversee the construction or completion of any property to be acquired, constructed or improved using Bond proceeds.

(o) The Trustee shall not be responsible or liable for any failure or delay in the performance of its obligations under this Agreement arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including, without limitation, acts of God; falling space debris; earthquakes; fire; flood; hurricanes or other storms; wars; terrorism; similar military disturbances; sabotage; epidemic; pandemic; riots; interruptions, loss or malfunctions of utilities, computer (hardware or software) or communications services, in all cases not specific to the Trustee; accidents; acts of civil or military authority or governmental action; it being understood that the Trustee shall in all cases use commercially reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as reasonably practicable under the circumstances.

(p) The Trustee may rely on, and need only rely on, notices and instructions provided by the Town in the form of a Town Certificate.

Section 9.02. Communication with the Trustee. The Trustee may accept and act upon instructions, including funds transfer instructions ("Instructions") given pursuant to this Agreement and delivered using Electronic Means. If the Town elects to give the Trustee Instructions using Electronic Means and the Trustee in its discretion elects to act upon those Instructions, the Trustee's understanding of the Instructions controls.

The Town understands and agrees that the Trustee cannot determine the identity of the actual sender of Instructions and that the Trustee may conclusively presume that Instructions that purport to have been sent by a Town Representative have in fact been sent by that Town Representative. The Town is responsible for ensuring that only Town Representatives transmit Instructions to the Trustee, and the Town is solely responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and authentication keys. The Trustee is not liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with Instructions that purport to have been sent by a Town Representative, notwithstanding that an Instruction may conflict with or be inconsistent with another Instruction received after the Trustee's action.

The Town agrees: (a) to assume all risks arising out of the use of Electronic Means to submit Instructions to the Trustee, including without limitation the risk of the Trustee's acting on unauthorized Instructions that purport to be sent by an Town Representative, and the risk of interception and misuse by third parties; (b) that it is fully informed of the protections and risks associated with the various methods of transmitting Instructions to the Trustee and that there may be more secure methods of transmitting Instructions than the method(s) selected by the Town; (c) that the security procedures (if any) to be followed in connection with its transmission of Instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (d) to notify the Trustee immediately upon learning of any compromise or unauthorized use of the security procedures.

In this Agreement, "Electronic Means" means electronic mail, facsimile transmission or similar methods. Voice communication and delivery of signed paper documents are not "Electronic Means."

Section 9.03. Trustee's Individual Rights. The Trustee in its individual or any other capacity may become the Owner or pledgee of Bonds and may otherwise deal with the Town or its affiliates with the same rights it would have if it were not Trustee.

Section 9.04. Disclaimer. The Trustee makes no representation as to the validity or adequacy of this Agreement or the Bonds, and the Trustee is not accountable for the Town's use of the proceeds of the Bonds.

Section 9.05. Eligibility. The Town must maintain a trustee for this Agreement. No corporation may be appointed or serve as Trustee unless (a) it is approved by the LGC for service as Trustee under this Agreement, (b) it is a corporation organized and doing

business under the laws of the United States or any state or the District of Columbia, is authorized under such laws and the laws of the State to exercise corporate trust powers, and is subject to supervision or examination by the United States, any state or the District of Columbia, and (c) it has a combined capital and surplus of at least \$100,000,000 as set forth in its most recent published annual report of condition.

Section 9.06. Resignation; Removal; Replacement. The Trustee may resign at any time by delivering notice of its resignation to the Town at least 30 days prior to the effective date of the resignation. The Town may remove the Trustee at any time by delivering notice of the removal to the removed Trustee at least 30 days prior to the effective date of the removal, but the Town may remove the Trustee only if no Event of Default is continuing at the time the Town sends the notice. The Majority Owners may remove the Trustee at any time by delivering notice of the removal to the Town and the removed Trustee at least 30 days prior to the effective date of the removal and may at the same time (or at any time during the 30-day notice period) appoint a new Trustee by notice to the Town and the removed Trustee.

If the Trustee resigns or is removed or if a vacancy otherwise exists in the office of Trustee for any reason, the Town must promptly appoint a successor Trustee (except when that right is exercised by the Majority Owners as described in the preceding paragraph).

A successor Trustee must deliver a written acceptance of its appointment to the retiring Trustee and to the Town. Immediately upon receipt of the acceptance, the retiring Trustee must transfer all property held by it as trustee to the successor Trustee; only then will the resignation or removal of the retiring Trustee become effective. The successor Trustee has all the rights, powers and duties of the Trustee under this Agreement.

If the Trustee fails to meet the requirements of Section 9.05, any Owner may petition any court for the removal of the Trustee and the appointment of a successor Trustee.

If a successor Trustee does not take office within 60 days after the retiring Trustee resigns or is removed, then the retiring Trustee, the Town or the Majority Owners may petition any court for the appointment of a successor Trustee.

Section 9.07. Successor Trustee by Merger. If the Trustee consolidates with, merges or converts into, or transfers all or substantially all its assets (or, in the case of a bank or trust company, its corporate trust assets) to another corporation, then the resulting, surviving or transferee corporation without any further act will be the successor Trustee.

Section 9.08. Consent to Jurisdiction and Venue. The Trustee consents to jurisdiction in the State of North Carolina and venue in Orange County for any lawsuit arising from the Trust Agreement or the Bonds, or from the related transactions contemplated by the Trust Agreement or the Bonds.

ARTICLE X

DEFAULTS; REMEDIES

Section 10.01. Events of Default. An "Event of Default" is any of the following:

(a) Default in the payment of the principal of any Bond when the same becomes due and payable, whether at the stated maturity of the Bond or upon proceedings for mandatory (but not optional) redemption.

(b) Default in the payment of any interest on any Bond when the same becomes due and payable.

(c) The occurrence of an Event of Nonappropriation.

(d) The Town breaches or fails to perform or observe any term, condition or covenant of this Agreement, the Bonds or the Deed of Trust on its part to be observed or performed, other than as referred to in the preceding subsections, including payment of any Additional Payment, for a period of 90 days after written notice specifying the failure and requesting that it be remedied has been given to the Town by any person or entity, unless the Trustee agrees in writing to an extension of the 90-day period prior to its expiration; provided, however, that if the failure stated in the notice cannot reasonably be corrected within the notice period and the Town institutes corrective action within the notice period, no Event of Default will be deemed to have occurred so long as the Town diligently pursues remedial action.

(e) Any warranty, representation or statement made by the Town in this Agreement, the Bonds or in the Deed of Trust is found to be incorrect or misleading in any material respect as of the Closing Date.

(f) Any lien, charge or encumbrance (other than Permitted Encumbrances) prior to or affecting the validity of the Deed of Trust is found to exist, or proceedings are instituted to enforce any lien, charge or encumbrance against the Mortgaged Property and such lien, charge or encumbrance would be prior to the lien of the Deed of Trust.

Section 10.02. Acceleration. If any Event of Default is continuing, then (a) the Trustee, by notice to the Town, or (b) the Majority Owners, by notice to the Town and the Trustee, may declare the principal of and accrued interest with respect to the Bonds to be due and payable immediately, and such principal and interest will thereupon become and be immediately due and payable. The Trustee must immediately give notice of any acceleration to all Owners. The Trustee may rescind an acceleration and its consequences if all existing Events of Default have been cured or waived, if the rescission would not conflict with any judgment or decree.

Section 10.03. Other Remedies. If an Event of Default is continuing, the Trustee may pursue any remedy at law or in equity to collect the principal or interest with respect to the Bonds or to enforce the performance of any provision of this Agreement, the Bonds, or the Deed of Trust, including by foreclosure on the Mortgaged Property.

The Trustee may maintain a proceeding even if it does not possess any of the Bonds or does not produce any of them in the proceeding. A delay or omission by the Trustee or any Owner in exercising any right or remedy accruing upon an Event of Default does not impair the right or remedy or constitute a waiver of or acquiescence in the Event of Default. No remedy is exclusive of any other remedy. All available remedies are cumulative.

Section 10.04. Waiver of Past Defaults. The Majority Owners, by notice to the Trustee, may waive an existing Event of Default and its consequences. When an Event of Default is waived, it is cured and stops continuing, but no waiver extends to any subsequent or other Event of Default or impairs any right consequent to it.

Section 10.05. Majority's Control. The Majority Owners, upon satisfactory indemnification of the Trustee, may direct the time, method and place of conducting any proceeding for any remedy available to the Trustee or of exercising any trust or power conferred on it. The Trustee, however, may refuse to follow any direction that it reasonably believes conflicts with law or this Agreement or, subject to Section 9.01, that the Trustee determines is unduly prejudicial to the rights of other Owners or would involve the Trustee in personal liability.

Section 10.06. Limitation on Suits. An Owner may not pursue any remedy with respect to this Agreement or the Bonds (except as provided in Section 10.07) unless (a) the Owner gives the Trustee notice stating that an Event of Default is continuing, (b) the Majority Owners make a written request to the Trustee to pursue the remedy, (c) that Owner or Owners offer to the Trustee indemnity satisfactory to the Trustee against any loss, liability or expense, and (d) the Trustee does not comply with the request within 60 days after receipt of the request and the offer of indemnity.

An Owner may not use this Agreement to prejudice the rights of another Owner or to obtain a preference or priority over the other Owners.

Section 10.07. Rights To Receive Payment. This Agreement preserves the right of any Owner to receive payment of principal, premium, if any, and interest on a Bond, on or after the due dates expressed in the Bond, or to sue for the enforcement of any such payment on or after such dates. These rights of an Owner may not be impaired or affected without that Owner's consent.

Section 10.08. Collection Suit by Trustee. If an Event of Default occurs and is continuing, the Trustee may recover judgment in its own name and as trustee of an express trust against the Town for the whole amount remaining unpaid.

Section 10.09. Trustee May File Proofs of Claim. (a) The Trustee may file proofs of claim and other papers or documents as may be necessary or advisable to have the claims of the Trustee and the Owners allowed in any judicial proceedings relative to the Town, its creditors or its property. Unless prohibited by law or applicable regulations, may vote on behalf of the Owners in any election of a trustee in bankruptcy or other person performing similar functions.

(b) If the Trustee incurs expenses or renders services in any proceedings resulting from any Default or Event of Default, the parties intend that the expenses incurred and

compensation for services rendered will constitute expenses of administration under the United States Bankruptcy Code or any similar state or federal law.

Section 10.10. Priorities. If the Trustee collects any money pursuant to this Article, it must deposit that money in a special account in the Payment Fund and pay out that money in the following order:

(a) If the principal of all Bonds has not become or will not be declared due and payable, all the moneys in the Payment Fund will be applied as follows and in the following order:

First, Costs and Expenses: to the payment of the costs and expenses of the Trustee and of the Owners in declaring the Event of Default and pursuing remedies under this Agreement, including reasonable compensation to its or their agents, attorneys and counsel.

Second, Interest: to the payment to the persons entitled thereto of all installments of interest then due in the order of the maturity of the installments, beginning with the earliest unpaid installment. If the amount available is not sufficient to pay in full any installment or installments coming due on the same date, then to the payment thereof ratably, according to the amounts due thereon, to the persons entitled thereto, without any discrimination or preference.

Third, Principal: to the payment to the persons entitled thereto of the unpaid principal on any Bonds which have become due, whether at maturity or by call for redemption, in the order of their due dates, beginning with the earliest unpaid installment, with interest on the overdue principal at a rate equal to the rate paid on the Bonds. If the amount available is not sufficient to pay in full all the amounts due on the Bonds on any date, together with the required interest, then to the payment thereof ratably, according to the amounts of principal due on that date to the persons entitled thereto, without any discrimination or preference.

(b) If the principal of all Bonds has become or has been declared due and payable, all the money will be applied (i) first to pay the fees and expenses as described in subsection (a), and then (ii) to pay the principal and interest then due on the Bonds, without preference or priority of principal or interest, or of any installment of interest over any other installment of interest, or of any Bond over any other Bond, ratably according to the amounts due respectively for principal and interest, in each of these cases to the persons entitled thereto without any discrimination or privilege.

The Trustee may fix the date for any payment to Owners under this Section.

Section 10.11. Undertaking for Costs. In any suit for the enforcement of any right or remedy under this Agreement or in any suit against the Trustee for any action taken or omitted by it as Trustee, a court in its discretion may require the filing by any party of an undertaking to pay the costs of the suit, and the court in its discretion may assess reasonable costs, including reasonable legal fees, against any party, having due regard to the merits and good faith of the claims or defenses made by the party. This Section does not apply to a suit by the Trustee or any authorized suit by any Owner.

ARTICLE XI

DISCHARGE OF TRUST AGREEMENT

Section 11.01. Bonds Deemed Paid; Discharge of Trust Agreement. Any Bond will be deemed paid for all purposes of this Agreement when (a) payment of the principal, premium, if any, and interest on that Bond to the due date of those amounts (whether at maturity, upon redemption or otherwise) either (i) has been made in accordance with the terms of the Bonds or (ii) has been provided for by irrevocably depositing with the Trustee or other fiduciary in escrow (A) cash sufficient to make the payments or (B) Federal Securities maturing as to principal and interest in such amounts and at such times as will ensure, without reinvestment, the availability of sufficient moneys to make those payments and which are not subject to redemption or purchase prior to maturity at the option of anyone other than the holder, and (b) all compensation and expenses of the Trustee have been paid or provided for to the Trustee's satisfaction.

The sufficiency of the deposit referenced above must be evidenced or verified by a certificate or other writing, in form and substance satisfactory to the Trustee, of a person or entity experienced in making these calculations as the Town may select.

When a Bond is deemed paid as a result of a deposit as provided under (ii) above, it is no longer secured by or entitled to the benefits of this Agreement, and all rights to payment of those Bonds are limited to payment from the moneys or Federal Securities that have been deposited. Those Bonds, however, may still be transferred, exchanged, registered or replaced as provided in Article XIV, and still represent installment contracts and obligations of the Town payable from that special fund.

Notwithstanding the foregoing, the Town may make no deposit under clause (a)(ii) above until the Town has furnished the Trustee an Opinion of Bond Counsel to the effect that the deposit of cash or Federal Securities will not cause the Bonds to become "arbitrage bonds" within the meaning of the Code if the interest on those Bonds is intended to be not included in gross income for federal income tax purposes. Also, if a Bond is to be prepaid prior to maturity, notice of redemption of the Bond must be given in accordance with this Agreement or any supplement or amendment for the deposit to be deemed a payment of that Bond. If the Bond, however, is not to be paid or prepaid within the next 60 days following the deposit date, the Town must give the Trustee, in form satisfactory to the Trustee, irrevocable written instructions as follows:

(A) to provide notice to the Bondholders, as soon as practicable, that the Town has made the deposit required by (a)(ii) above and that the Bond is deemed to be paid under this Article, and further stating the maturity or redemption date upon which moneys are to be available for the payment of the principal with respect to the Bond, and

(B) to give notice of redemption not less than 30 nor more than 60 days prior to the redemption date for that Bond as provided in this Agreement or any supplement or amendment.

When all Outstanding Bonds are deemed paid under this Section, the Trustee must, upon the Town's request, acknowledge the discharge of the lien of this Agreement and

repay any excess amounts remaining on deposit in the Funds established under this Agreement to the Town.

The Town agrees that no deposit must be made or accepted, and no use made of any deposit, that would cause any Bonds to be treated as "arbitrage bonds" within the meaning of the Code if the interest on that Bond is intended to be not included in gross income for federal income tax purposes.

Section 11.02. Application of Trust Money. The Trustee must hold in trust money or Federal Securities deposited with it pursuant to Section 11.01 and must apply the deposited money and the money paid with respect to the Federal Securities in accordance with this Agreement only to the payment of principal, interest and any applicable redemption premium with respect to the affected Bonds.

ARTICLE XII

INVESTMENT OF MONEYS IN FUNDS

Section 12.01. Investments Authorized.

(a) Subject to the further provisions of this Article XII, the Trustee must invest and reinvest moneys held by it under this Agreement upon the Town's written direction in Investment Obligations that are Legal Investments. All investments, if registrable, must be registered in the name of the Trustee or its assignee for the benefit of the Owners and held by the Trustee. If the Town does not provide the Trustee with written direction as to any investment or reinvestment of moneys held under this Agreement, the Trustee will invest or reinvest those moneys in the North Carolina Capital Management Trust (or its successor).

(b) The Trustee may purchase or sell, to itself or to any affiliate, as principal or agent, any investments of funds held under this Agreement. The Trustee may act as purchaser or agent in the making or disposing of any investment, may make any investment through its bond or investment department or those of its affiliates, and may charge its ordinary and customary fees for those transactions.

(c) The Trustee is not responsible or liable for any loss suffered in connection with any investment of funds made in accordance with this Section. The Trustee may conclusively rely on the Town's investment directions as to both the suitability and legality of any investment made at the Town's direction, and therefore the Trustee has no obligation or responsibility with respect to whether any particular investment is a Legal Investment or an Investment Obligation within the meaning of this Agreement.

(d) The Town must direct the investment and reinvestment of all moneys in Investment Obligations having maturities not extending beyond the date on which the Town estimates those moneys are to be needed for their intended purposes. Investments will be considered as maturing on the date on which they are redeemable without penalty at the holder's option or the date on which the Trustee may require their repurchase without penalty pursuant to a repurchase agreement.

Section 12.02. Held in Trust. The moneys and investments held by the Trustee under this Agreement are irrevocably held in trust for the benefit of the Owners, and those moneys, and any income or interest earned thereon, must be expended only as provided in this Agreement. To the extent permitted by law, those moneys and investments will not be subject to levy or attachment or lien by or for the benefit of any creditor of the Trustee or the Town, other than the Owners.

Section 12.03. Investments Part of Fund. Any income, profit or loss on the investment of moneys held by the Trustee under this Agreement must be credited to the respective fund to which those moneys are credited, except as otherwise provided in this Agreement.

Section 12.04. Accounting. The Trustee must furnish to the Town, not less frequently than monthly, an accounting of all investments made by the Trustee in all funds and accounts held by the Trustee. These accountings may be supplied in the form of the Trustee's customary statements. The Trustee must keep accurate records of all funds administered by it and of all Bonds paid and discharged. Although the Town recognizes that it may obtain a broker confirmation or written statement containing comparable information at no additional cost, the Town agrees that the Trustee is not required to issue broker confirmations of investments for any month for which the Trustee delivers a monthly statement.

Section 12.05. Valuation. To determine the amount on deposit in any Fund or Account held under this Agreement, the Trustee must value any investment credited to a Fund or Account at its market value. The Trustee must make these valuations annually as of each June 30, beginning June 30, 2021, and at such additional times as this Agreement may require or as the Town may request. The Town may not make more than one request in a calendar month.

Section 12.06. Disposition. The Trustee must sell, or present for redemption, and reduce to cash any investment in a Fund or Account whenever the cash balance in the Fund or Account is insufficient for its purposes.

Section 12.07. Commingling of Moneys in Funds. The Trustee must separately account for all Funds and Accounts held by it under this Agreement. With the Town's approval, however, the Trustee may commingle for investment purposes any funds held under this Agreement with any other funds.

Section 12.08. Information Concerning Investments. The Trustee must establish and maintain written records regarding investments made under this Article XII and must supply the information to the Town at its request. The Trustee's records must show for each investment obligation information as to: (a) purchase date; (b) purchase price; (c) any accrued interest paid; (d) face amount; (e) coupon rate; (f) periodicity of interest payments; (g) disposition price; (h) any accrued interest received; and (i) disposition date.

Section 12.09. Restricted Yield Investments. The Town may direct the investment of any funds held under this Agreement without regard to yield, despite any provision in this Agreement directing investment with regard to the Restricted Yield, but

only if the Town provides the Trustee with an Opinion of Bond Counsel, in form and substance reasonably acceptable to the Trustee, to the effect that such an investment would not adversely affect any exclusion from gross income that would otherwise be applicable to interest payments on the Bonds.

ARTICLE XIII

AMENDMENTS OF AND SUPPLEMENTS TO TRUST AGREEMENT, BONDS OR DEED OF TRUST

Section 13.01. Without Owners' Consent. The Town and the Trustee may amend or supplement this Agreement, any Bonds or the Deed of Trust without notice to or consent of any Owner for any of the following purposes, or for any combination of the following purposes:

- (a) to cure any ambiguity, inconsistency or formal defect or omission
- (b) to grant to the Trustee for the benefit of the Owners additional rights, remedies, powers or authority
- (c) to subject to this Agreement additional collateral or to add other agreements of the Town, including the addition of real estate or other collateral to be subject to the lien of this Agreement or the Deed of Trust
- (d) to permit the qualification of this Agreement under any federal or state statute, whenever enacted, and, in that connection, to add to this Agreement or any other supplemental trust agreement any other terms, conditions and provisions as may be permitted or required by the federal or state statute
- (e) to provide for the issuance of Additional Bonds as otherwise permitted by this Agreement
- (f) to provide for Bonds to be issued or exchanged for Bonds in any other form or format at that time permitted by law
- (g) to evidence the succession of a new Trustee, or to provide for the appointment and operation of a Bond registrar separate from the Trustee
- (h) to make any other change that does not materially adversely affect the rights of any Owner

The Trustee may conclusively rely on a Town Certificate to the effect that a proffered amendment or supplement is within the scope of this Section 13.01.

At least five Business Days prior to its execution and delivery of any supplemental agreement or instrument for any of the purposes described in this Section, the Trustee shall provide for a notice of the proposed agreement or instrument to be mailed first-class, postage prepaid, to the LGC and to all Owners of Bonds at the addresses shown in the

register maintained pursuant to Section 14.05. The notice must briefly set forth the nature of the proposed agreement or instrument, or include a copy, and state that copies of the proposed agreement or instrument are available to all Owners of Bonds upon written request to the Town or the Trustee at addresses stated in the notice.

The Town must pay the expenses of any mailing and copies required under this Section. A failure on the Trustee's part to mail the notice required by this Section will not affect the validity of any supplemental agreement or instrument.

Section 13.02. With Owners' Consent. (a) If Section 13.01 does not permit an amendment of or supplement to this Agreement, any Bonds or the Deed of Trust without any consent of Owners, the Town and the Trustee may enter into that amendment or supplement only with the consent of the Majority Owners.

(b) Without the consent of each Owner affected, however, no amendment or supplement to this Agreement, the Deed of Trust or any Bonds may (i) extend the maturity of the principal or interest on any Bond; (ii) reduce the principal amount of, or rate of interest on, any Bond; (iii) effect a privilege or priority of any Bond or Bonds over any other Bond or Bonds; (iv) reduce the percentage of the principal amount of the Bonds required for consent to any amendment or supplement, (v) intentionally impair any exclusion of interest on the Bonds from the federal gross income of the Owner of any Bond to which that interest was intended to be entitled; (vi) change any redemption terms of those Bonds; (vii) create a lien ranking prior to or on a parity with the lien of this Agreement on the property pledged under this Agreement (except with respect to a parity pledge for the benefit of the Owners of Additional Bonds); or (viii) deprive any Owner of the lien created by this Agreement on any property.

In addition, if moneys or Federal Securities have been deposited or set aside with the Trustee pursuant to Article XI for the payment of Bonds and those Bonds have not in fact been paid in full, the parties may make no amendment to the provisions of that Article without the consent of each Owner affected.

Section 13.03. Procedure for Amendment with Owners' Consent.

(a) If a proposed amendment requires the consent of Owners, the Trustee must establish a record date, and Owners as of that record date will be the Owners with the right to consent to the proposed amendment or supplement. This record date must be a date not less than five nor more than 45 Business Days after the date the Trustee receives notice or direction from the Town to solicit consents.

(b) The Trustee shall provide for there to be mailed to the LGC and to all Owners of Bonds a copy of the proposed supplement or amendment, together with a request to the Owners for their consent. The Trustee shall send this notice by first-class mail, postage prepaid, to the Owners of Bonds at the addresses shown in the register maintained pursuant to Section 14.05, but failure to send or receive copies of the supplement or amendment and request does not affect the validity of the supplement or amendment when assented to as provided in this Section. The request mailed by the Trustee must also designate a date not more than 180 nor less than 30 days following the mailing date, as designated by the Town,

by which consent must be returned to be effective. The Town must pay the expenses of any mailing and copies required under this Section.

(c) The proposed supplement or amendment will not become effective unless and until there are filed with the Trustee the written consent of the Owners (as of the record date) of not less than a majority in aggregate principal amount of the Bonds Outstanding as of the established record date (exclusive of Bonds disregarded from the calculation as provided in Section 13.04) and the Trustee has mailed the notices required by Section 13.09. Each consent will be effective only if accompanied by proof of ownership of the Bonds for which the consent is given as provided in Section 13.05 and given within the time designated as provided in subsection (b) above.

Section 13.04. Bonds Excluded from Calculation. Bonds owned or held by or for the account of the Town or by any person directly or indirectly controlling or controlled by, or under direct or indirect common control with, the Town (except any Bonds held in any pension or retirement fund), are not deemed Outstanding for any action or any calculation of Outstanding Bonds provided for in this Agreement. Similarly, Owners of those Bonds are not entitled to take any action provided for in this Agreement. If, however, all Outstanding Bonds are owned by the Town or other Owners described in this paragraph, then none of the Outstanding Bonds are excluded from calculation under this paragraph.

For purposes of this Section, the Trustee may assume that no Bonds are excluded from any calculation of Outstanding Bonds provided for in this Agreement except for Bonds (i) that are registered in the Town's name or (ii) for which the Trustee has received written notice that the Bonds are owned or held by or for the account of the Town or by any person directly or indirectly controlling or controlled by or under direct or indirect common control with the Town.

The Town and the Trustee intend, however, that the Town's ownership or holding of Bonds will not, by itself, give rise to an extinguishment of the Bonds or of any obligation arising under this Agreement.

The Trustee may (but is not required to) provide for each Owner, before an Owner's consent is deemed effective, to certify or otherwise provide evidence to establish whether the Bonds as to which the consent is given are excluded as provided in this Section.

Section 13.05. Owners' Consents. Any consent or other instrument required to be signed by Owners may be in any number of concurrent documents and may be signed by an Owner or by the Owner's agent appointed in writing. Proof of the execution of the instrument, or of the instrument appointing an agent, and of the ownership of Bonds, if made in the following manner, will be conclusive for any purposes of this Agreement regarding any action taken by the Trustee.

(a) The fact and date of a person's signing an instrument may be proved by the certificate of any officer in any jurisdiction who by law has power to take acknowledgments within that jurisdiction that the person signing the writing acknowledged before the officer the execution of the writing, or by an affidavit of any witness to the signing.

(b) The fact of ownership of Bonds, the amount or amounts, numbers and other identification of such Bonds and the date of holding will be proved by the registration books kept pursuant to this Agreement.

Section 13.06. Effect of Consents. After an amendment or supplement becomes effective, it binds every Owner. Any consent is binding upon and irrevocable by the Owner of the Bond giving the consent and on any subsequent Owner (whether or not any subsequent Owner has notice of the consent), unless the consent is revoked in writing by the Owner giving the consent, or a subsequent Owner of the same Bonds, by filing a revocation with the Trustee prior to the time when the Trustee has mailed the notice provided for in Section 13.09.

Section 13.07. Trustee's Execution of Amendments and Supplements. The Trustee must execute and deliver any amendment or supplement to the Trust Agreement or the Bonds authorized by this Article if the amendment or supplement does not adversely affect the rights, duties, liabilities or immunities of the Trustee, as the Trustee may determine in its reasonable discretion. If the amendment or supplement has such an adverse effect, the Trustee may, but need not, execute and deliver it. In determining to execute and deliver an amendment or supplement, the Trustee is entitled to receive and may conclusively rely on an Opinion of Counsel to the effect (a) that the amendment or supplement is authorized by this Agreement and (b) that upon execution it will be valid and binding upon the party or parties executing it in accordance with its terms.

Section 13.08. LGC's Consent Required. No amendment or supplement to this Agreement, the Deed of Trust or the Bonds will become effective unless the LGC delivers to the Town and the Trustee its prior written consent to the amendment or supplement.

Section 13.09. Notice of Amendments and Supplements. The Trustee must cause notice of the execution of any supplement or amendment to this Agreement or the Bonds to be mailed to the Owners. The notice will, at the Trustee's option, either (a) briefly state the nature of the amendment or supplement and that copies of it are on file with the Trustee for inspection by Owners, or (b) enclose a copy of the amendment or supplement. The Town must pay the expenses of any mailing and copies required under this Section. Any failure on the Trustee's part to mail the notice required by this Section will not affect the validity of any supplemental agreement.

Section 13.10. Notation on or Exchange of Bonds. If an amendment or supplement changes the terms of a Bond, the Trustee may require the Owner of that Bond to deliver it to the Trustee. The Trustee may place an appropriate notation on the Bond about the changed terms and return it to the Owner. Alternatively, if the Trustee and the Town agree, in exchange for the Bond the Town will execute, and the Trustee will authenticate and deliver, a new Bond that reflects the changed terms.

ARTICLE XIV

PROVISIONS FOR THE FORM, REGISTRATION AND EXCHANGE OF BONDS

Section 14.01. Form and Details of Bonds. Each Series of Bonds will be dated the date of the initial delivery of those Bonds to their initial purchaser. The Bonds will be issuable only as fully registered Bonds in a minimum denomination of \$5,000 and integral multiples of \$5,000 above the minimum. Each Bond will be payable as to interest (a) from its date, if that Bond is authenticated prior to the Record Date preceding its first Payment Date, (b) from the succeeding Payment Date, if that Bond is authenticated between a Record Date and the succeeding Payment Date, or (c) otherwise from the Payment Date that is, or immediately precedes, the date on which that Bond is authenticated; provided, however, that if at the time of authentication of a Bond any payment of interest on that Bond is in default, then that Bond is payable as to interest from the date to which interest has been paid. Principal, interest and any redemption premium for all Bonds are payable in lawful money of the United States of America.

Section 14.02. Book-Entry-Only Form. (a) All Bonds will be issued by means of a book-entry system, with one certificate for each maturity of each series of Bonds immobilized at DTC and not available for distribution to the public. Bonds registered in the name of DTC or its nominee may be held in custody by the Trustee in lieu of immobilization at DTC if permitted under DTC's rules and procedures.

The parties agree that transfer of beneficial ownership interests in the Bonds in the principal amounts of \$5,000 and integral multiples of \$5,000 above the minimum will be effected on the records of DTC and its participants pursuant to rules and procedures established by DTC and its participants. Principal, interest and any redemption premium on the Bonds are payable to DTC or its nominee as registered owner of the Bonds. The parties agree that transfer of principal, interest and any redemption premium to DTC participants will be DTC's responsibility, and that transfer of principal, interest and any redemption premium on the Bonds to beneficial owners of the Bonds by DTC participants will be the responsibility of those participants and other nominees of beneficial owners. Neither the Trustee nor the Town will be responsible or liable for transfer of payments beyond DTC or for maintaining, supervising or reviewing the records maintained by DTC, its participants, or persons acting through those participants.

(b) If (i) DTC determines not to continue to act as securities depository for the Bonds or (ii) the Town directs, the Town and the Trustee will arrange to discontinue the book-entry system with DTC. If the Town designates an alternate qualified securities depository to replace DTC, that depository will replace DTC and all references to DTC in this Agreement will be deemed references to the alternate depository. If the Town does not designate another depository to replace DTC, the Town must deliver fully registered Bonds as replacements for Bonds in book-entry form for the Trustee's authentication and delivery.

(c) In connection with any delivery of certificated Bonds, the Town or the Owner shall provide, or cause to be provided, to the Trustee all information necessary to allow the Trustee to comply with any applicable tax reporting obligations, including without limitation any cost basis reporting obligations under Section 6045 of the Internal Revenue Code. The

Trustee may rely on the information provided to it, and the Trustee has no responsibility to verify or ensure the accuracy of the information provided.

Section 14.03. Execution. The Bonds must be signed on the Town's behalf by the manual or facsimile signature of the presiding officer of the Town Council or the Town Manager, and the Town's seal must be impressed or imprinted on the Bonds by facsimile or otherwise and attested by the manual or facsimile signature of the Town Clerk or any Deputy or Assistant Clerk. If any Town officer whose signature is on a Bond no longer holds that office at the time the Trustee authenticates the Bond, that Bond is nevertheless valid. If a person signing a Bond is the proper officer on the actual date of execution, the Bond is valid even if that person is not the proper officer on the nominal date of action.

Section 14.04. Authentication. Each Bond must bear a certificate of authentication from the Trustee. No Bond will be valid until the Trustee has duly executed the certificate of authentication and inserted the authentication date on that Bond. The Trustee must authenticate each Bond with the signature of an authorized representative or employee, but it is not necessary for the same person to authenticate all the Bonds. Only Bonds authenticated as provided in this Section are entitled to any right or benefit under this Agreement.

Section 14.05. Registration and Exchange of Bonds; Persons Treated as Owners. The Trustee will establish and maintain a register as to the ownership of Bonds. An Owner may exchange and transfer Bonds only through the register. Upon surrender for transfer to the Trustee of any Bond, duly endorsed for transfer or accompanied by an assignment duly executed by the Owner or the Owner's duly authorized attorney, the Trustee will authenticate a new Bond or Bonds in an equal total principal amount and registered in the name of the transferee.

Bonds may be exchanged for an equal total principal amount of Bonds of different but authorized denominations. The Trustee must authenticate and deliver Bonds that the Owner making the exchange is entitled to receive, bearing numbers not then Outstanding.

The Trustee is not required to exchange or register the transfer of any Bond after the giving of notice calling such Bond for redemption. If it does, the Trustee must deliver to the transferee any applicable redemption notice when it effects a transfer or exchange of any Bond after the mailing of notice calling the Bond or any portion of the Bond for redemption.

The Owner is the absolute owner of the Bond for all purposes, and payment of principal and interest will be made only to or upon the written order of the Owner or the Owner's legal representative, except that payments will be made to the persons shown as the owners as of the applicable Record Date.

The Trustee must require the payment by an Owner requesting exchange or transfer of any tax or other governmental charge required to be paid in respect of the exchange or transfer but must not impose any other charge.

Section 14.06. Mutilated, Lost, Stolen or Destroyed Bonds.

(a) If any Outstanding Bond is damaged, mutilated, lost, stolen or destroyed, the Town must execute, and the Trustee must authenticate and deliver, a replacement Bond, of the same tenor as the damaged, mutilated, lost, stolen or destroyed Bond, in the manner provided below.

(b) (i) The Owner must apply to the Trustee for exchange and substitution of damaged, mutilated, lost, stolen or destroyed Bonds. In every case, the applicant for a replacement Bond must furnish to the Town and the Trustee such security or indemnity as each may reasonably require. In every case of loss, theft or destruction of a Bond, the applicant must also furnish to the Town and the Trustee evidence to their reasonable satisfaction of the loss, theft or destruction. In the case of damage or mutilation of a Bond, the applicant must surrender the damaged or mutilated Bond.

(ii) Notwithstanding the foregoing, if any such Bond has matured, and no default is then continuing in the payment of the principal or interest on that Bond, the Town may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Bond) instead of issuing a substitute Bond, provided security or indemnity is furnished as provided above in the case of a lost, stolen or destroyed Bond.

(d) The requirements for indemnity in this Section are in addition to any requirements imposed by law, including any requirements of General Statutes Section 159-137.

(d) The Trustee shall charge the Owner of such Bond with all expenses in connection with the issuance of any substitute Bond. Every substitute Bond issued pursuant to the provisions of this Section because any Bond is lost, stolen or destroyed, whether or not the lost, stolen or destroyed Bond may be found at any time, or may be enforceable by anyone, is entitled to all the benefits of this Agreement equally and proportionally with all other Bonds duly issued under this Agreement.

Section 14.07. Cancellation. Whenever a Bond is delivered to the Trustee for cancellation (upon payment, redemption or otherwise) or for transfer, exchange or replacement, the Trustee must promptly destroy the Bond and deliver a written certificate of that destruction to the Town.

Section 14.08. Temporary Bonds. Prior to the preparation of Bonds in definitive form the Town may execute, and the Trustee must then authenticate and deliver, temporary Bonds in any denominations as the Town may determine, but otherwise in substantially the form set out in this Agreement. The Town must promptly prepare, execute and deliver to the Trustee, before the first Payment Date for those Bonds, permanent Bonds in definitive form, and thereupon, upon surrender of Bonds in temporary form, the Trustee will authenticate and deliver in exchange therefor Bonds in definitive form of the same maturity and having an equal aggregate principal amount. Until exchanged for Bonds in definitive form, Bonds in temporary form are entitled to the lien and benefit of this Agreement.

Section 14.09. Non-Presentation of Bonds. (a) If any Bond is not presented for payment when the principal of that Bond becomes due (whether at maturity, upon acceleration or call for redemption or otherwise), all liability to the Owner for the payment of that Bond will be completely discharged if funds sufficient to pay the Bond and the premium, if any, and interest due on that Bond are held by the Trustee for that Owner's benefit. It is then the Trustee's duty to hold these funds subject to subsection (b) below, without liability for interest, for the benefit of the Owner. The Owner will thereafter be restricted exclusively to those funds for any claim of whatever nature under this Agreement with respect to that Bond.

(b) Notwithstanding any provision of this Agreement to the contrary, the Trustee must dispose of moneys held by it for the payment of principal, premium, or interest on Bonds left unclaimed for five years after the date the principal on those Bonds becomes due in accordance with N.C. Gen. Stat. Sec. 116B-51 or any successor provision. After the disposition, the Owners of those Bonds are thereafter entitled to look only to their remedies under N.C. Gen. Stat. Chapter 116B or any successor provision. The Trustee and the Town have no further responsibility with respect to that money or for that payment.

Section 14.10. Supplemental Agreements May Vary Terms. Any supplement or amendment to this Agreement may, by its express terms only, vary any of the terms and provisions of this Article with respect to any Series of Bonds.

ARTICLE XV

ADDITIONAL PROVISIONS

Section 15.01. Notices.

(a) Any communication provided for in this Agreement must be in English and must be in writing. "Writing" includes facsimile transmission and electronic mail.

(b) For the purposes of this Agreement, any communication sent by facsimile transmission or electronic mail will be deemed to have been given on the date the communication is similarly acknowledged by a Town Representative (in the case of the Town) or other authorized representative (in the case of any other party). No such communication will be deemed given or effective without such an acknowledgment. Any such electronic communication to the Trustee is subject to the provisions of Section 9.02.

(c) Any other communication under this Deed of Trust will be deemed given on the delivery date shown on a United States Postal Service certified mail receipt, or a delivery receipt (or similar evidence) from a national commercial package delivery service, if addressed as follows:

(i) if to the Town, to the Town of Chapel Hill Manager, Re: Notice under 2021 LOBs Deed of Trust, 405 Martin Luther King Jr. Blvd., Chapel Hill, NC 27514

(ii) if to the Trustee, to U.S. Bank National Association, Re: Notice for 2021 Financing for Town of Chapel Hill (NC), 214 North Tryon Street, 27th Floor, Charlotte, NC 28202

(iii) if to the LGC, to North Carolina Local Government Commission, Attention: Secretary, Re: Notice for 2021 Town of Chapel Hill LOBs Financing, 3200 Atlantic Avenue, Longleaf Building, Raleigh NC 27604

(e) Any addressee may designate additional or different addresses for communications by notice given under this Section to each of the others.

(f) Whenever this Agreement requires the giving of a notice, the person entitled to receive the notice may waive the notice, in writing. The giving or receipt of the notice will then not be a condition to the validity of any action taken in reliance upon the waiver.

Section 15.02. Limitation of Rights. Nothing expressed or implied in this Agreement or the Bonds gives any person other than the Trustee, the Town and the Owners any right, remedy or claim under or with respect to this Agreement.

Section 15.03. Severability. If any provision of this Agreement is determined to be unenforceable, that does not affect any other provision of this Agreement.

Section 15.04. Non-Business Days. If a Payment Date is not a Business Day, then payment may be made on the next Business Day, and no interest will accrue for the intervening period. When any other action is provided in this Agreement to be done on a day or within a time period named, and the day or the last day of the period is not a Business Day, the action may be done on the next ensuing Business Day.

Section 15.05. Governing Law; Forum. The parties intend that North Carolina law will govern this Agreement, the Bonds, and all matters of their interpretation. To the extent permitted by law, the parties agree that any action brought with respect to this Agreement must be brought in the North Carolina General Court of Justice in Orange County, North Carolina.

Section 15.06. Limitation on Liability of Officers and Agents. No officer, agent or employee of the Town, the Trustee or the LGC is subject to any personal liability or accountability by reason of that officer's execution of this Agreement, the Bonds or any other documents related to the transactions contemplated by this Agreement. These officers or agents are deemed to execute such documents in their official capacities only, and not in their individual capacities. This Section does not relieve any person from the performance of any official duty provided by law or by this Agreement.

Section 15.07. Binding Effect. This Agreement is binding upon, inures to the benefit of and is enforceable by the parties and their respective successors and assigns.

Section 15.08. Waiver of Notice. Whenever in this Agreement the giving of notice is required, the giving of such notice may be waived in writing by the person entitled to receive such notice, and the giving or receipt of such notice will not be a condition precedent to the validity of any action taken in reliance upon such waiver.

Section 15.09. Counterparts. This Agreement may be signed in several counterparts, including separate counterparts. Each will be an original, but all of them together constitute the same instrument.

Section 15.10. Definitions; Rules of Interpretation. Unless the context clearly requires otherwise, capitalized terms used in this Agreement and not otherwise defined have the meanings set forth in Exhibit B, and this Agreement will be interpreted in accordance with the rules set forth in Exhibit B.

[The remainder of this page has been left blank intentionally.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed, sealed and delivered in their corporate names by their duly authorized representatives, all as of August 1, 2021.

(SEAL)

ATTEST:

**TOWN OF CHAPEL HILL,
NORTH CAROLINA**

Sabrina Oliver
Town Clerk

By: _____
Maurice Jones
Town Manager

U.S. BANK NATIONAL ASSOCIATION, as Trustee

By: _____

Printed name: _____

Title: _____

Exhibits:

- A Project description
- B Definitions; Rules of Interpretation
- C Form of the Bonds
- D Schedule of principal and interest payments
- E Form of requisition

[Trust Agreement dated as of August 1, 2021]

Exhibit A – Project Description**Projects To Be Financed**

Component	Estimated Cost
New Town parking deck on Rosemary St.	\$32,300,000
Blue Hill District road improvements	6,480,000
Total	\$38,780,000

Obligations To Be Refinanced

Component	Estimated Cost
2012 Limited Obligation Bonds – refinanced original Operations Center financing, and financed Town's contribution to 140 West parking deck	\$8,500,000
2015 Pinnacle Bank installment financing – financed Hargrave Center improvements	1,500,000
Total Loan Amounts Refinanced	\$10,000 000

The amounts stated above are estimates only. The Town may use any portion of the Amount Advanced for any Project Costs, subject to the Town's obligation to undertake and complete those components of the project related to the Pledged Facilities and the limitation on the use of funds only for Project Costs.

Components of the Project related to the Mortgaged Property include the New Parking Deck construction and the refinancing of 2012 Limited Obligation Bonds.

Exhibit B -- Definitions; Rules of Interpretation

Definitions. For all purposes of this Agreement, unless the context requires otherwise, the following terms have the following meanings.

"2021 Bonds" means the [\$45,000,000] original aggregate principal amount Limited Obligation Bonds, Series 2021, issued pursuant to this Agreement. The Series A Bonds and the Series B Bonds together constitute all the 2021 Bonds.

"Additional Bonds" means any Bonds delivered pursuant to Section 1.06.

"Additional Payments" means the Trustee's reasonable and customary fees and expenses, any of the Trustee's expenses (including legal fees, costs and expenses) in prosecuting or defending any action or proceeding in connection with this Agreement, or any other amounts payable by the Town as a result of its covenants under this Agreement, the Bonds or the Deed of Trust (together with interest that may accrue on any of the above if the Town fails to pay the same, as set forth in this Agreement or in the Deed of Trust).

"Amount Advanced" has the meaning assigned in Section 1.01.

"Bond Counsel" means any attorney or firm of attorneys nationally recognized on the subject of municipal obligations as the Town may select from time to time.

"Bond Payments" means all the amounts due for payment of principal, interest and redemption premium (as applicable) on Bonds.

"Bondholder," means the person in whose name a Bond is registered on the registration books maintained by the Trustee.

"Bonds" means, together, the 2021 Bonds and all Additional Bonds.

"Business Day" means any day (a) other than a day on which banks in New York, New York, or the city to which notices to the Trustee under this Agreement are to be sent, are required or authorized to close, and (b) on which the New York Stock Exchange is not closed.

"Closing Date" means the date on which this Agreement is first executed and delivered by the parties and the 2021 Bonds are delivered to their initial purchaser, which the parties expect to be on or about August _____, 2021.

"Code" means the Internal Revenue Code of 1986, as amended, including regulations, rulings and revenue procedures promulgated thereunder or under the Internal Revenue Code of 1954, as amended, as applicable to the Bonds.

"Construction Contract" means any agreement between the Town and any other person or entity related to any part of the construction of the Pledged Facilities, including contracts for site preparation and related work.

"Contract Payments" means all Bond Payments and Additional Payments.

"Contract Term" means the time beginning with the Closing Date and continuing until no Bonds are Outstanding under this Agreement.

"Deed of Trust" means the Deed of Trust and Security Agreement dated as of August 1, 2021, from the Town to a deed of trust trustee for the Trustee's benefit, as it may be duly amended or supplemented.

"Deed of Trust Trustee" means the person or entity serving in that capacity from time to time under the Deed of Trust.

"Default" means an event or condition that, with notice or the passage of time or both, would become an Event of Default.

"DTC" means The Depository Trust Company, New York, New York, or its successors as the securities depository maintaining a book-entry system for recording beneficial ownership interests in the Bonds

"EMMA System" means the "EMMA" continuing disclosure system maintained by the MSRB, or any successor to its functions.

"Event of Default" has the meaning set forth in Section 10.01.

"Event of Nonappropriation" means a failure or refusal by the Town Council to include funds for Contract Payments in the Town's budget for any Fiscal Year, or any reduction or elimination of an appropriation for Contract Payments, all as further described in Section 4.02.

"Federal Securities" means, to the extent the same are Legal Investments, (a) direct obligations of the United States of America for which its full faith and credit are pledged, or (b) securities or obligations evidencing direct ownership interests in specified portions (principal or interest) of obligations described in (a), and expressly includes obligations stripped by the United States Treasury itself.

"Financed Facilities" means any facilities, equipment or other assets or undertakings paid for or refinanced in whole or in part from the proceeds of Bonds, including the Pledged Facilities but also including those assets and undertakings paid for from the proceeds of loans refinanced through the issuance of the existing Town obligations referenced in Exhibit A.

"Financing Costs" means all professional and administrative costs related to the authorization, execution and delivery of Bonds, including printing and publication costs and legal, accounting, advisory and other fees and expenses. Financing Costs are a subset of Project Costs.

"Fiscal Year" means the Town's fiscal year beginning July 1, or such other fiscal year as the Town may later lawfully establish, and also includes the period between the Closing Date and June 30, 2022.

"Interest Account" means the account of that name in the Payment Fund established in Section 3.04.

"Legal Investments" means all investments as are legal investments for the Town's funds, as determined at the time of investment, and "Investment Obligations" means the securities purchased as Legal Investments and held under this Agreement.

"LGC" means the North Carolina Local Government Commission, or any successor to its functions.

"Majority Owners" means, as of any date, the Owners of at least a majority in principal amount of the Bonds then Outstanding.

"Mortgaged Property" has the meaning assigned to that term in the Deed of Trust, and generally includes the Pledged Facilities and the Pledged Sites.

"MSRB" means the Municipal Securities Rulemaking Board, or any successor to its functions.

"Net Proceeds" means all payments and proceeds derived from (a) claims made on account of insurance coverages required under this Agreement, (b) any exercise of condemnation or eminent domain authority related to all or any portion of the Mortgaged Property, (c) proceeds of title insurance related to the Mortgaged Property, or (d) any sale of the Pledged Facilities, as well as all judgments, settlements or other payments in lieu of any of the foregoing, but in any case reduced by the sum of all amounts (including legal fees, costs and expenses) expended by the Town or the Trustee (i) to collect those gross proceeds or (ii) to remedy the event giving rise to the proceeds, all of which amounts will be paid or reimbursed from the gross proceeds.

"Net Proceeds Fund" means the Town of Chapel Hill 2021 Net Proceeds Fund established in Section 3.04.

"Opinion of Bond Counsel" means a written opinion of Bond Counsel.

"Outstanding," when used with reference to Bonds, or "Bonds Outstanding," means all Bonds which have been authenticated and delivered by the Trustee under this Agreement and not yet paid, except the following:

- (a) Bonds canceled or purchased by or delivered to the Trustee for cancellation;
- (b) Bonds that have become due (at maturity or on redemption, acceleration or otherwise) and for the payment, including interest accrued to the due date, of which the Trustee holds sufficient moneys;
- (c) Bonds deemed paid in accordance with Article XI; and
- (d) Bonds in lieu of which others have been authenticated under Section 14.05 (relating to registration and exchange of Bonds) or Section 14.06 (relating to mutilated, lost, stolen, destroyed or undelivered Bonds).

"Owner," when used with reference to a Bond, means the person in whose name that Bond is registered on the registration books maintained by the Trustee.

"Payment Date" means, with respect to the 2021 Bonds, each June 1 and December 1 beginning December 1, 2021, and with respect to any Additional Bonds means the dates specified for principal and interest payments with respect to those Additional Bonds.

"Payment Fund" means the Town of Chapel Hill 2021 Bond Payment Fund established in Section 3.04.

"Permitted Encumbrances" means, as of any particular time, (a) the encumbrances shown on Exhibit C to the Deed of Trust, (b) liens for taxes and assessments not then delinquent, or liens which may remain unpaid pursuant to Section 5.14, (c) the Deed of Trust, (d) any lien or encumbrance made by its terms expressly subordinate to the lien of the Deed of Trust, and (e) easements and rights-of-way granted by the Town pursuant to Section 1-6 of the Deed of Trust.

"Pledged Facilities" has the meaning ascribed to that term in the Deed of Trust, and generally includes the planned new Town parking deck on Rosemary Street and the Town Operations Center on Millhouse Road.

"Pledged Sites" has the meaning ascribed to that term in the Deed of Trust, and generally includes the real property upon which the Pledged Facilities are located (or are to be constructed) and associated property.

"Redemption Account" means the account of that name in the Payment Fund established in Section 3.04.

"Principal Account" means the account of that name in the Payment Fund established in Section 3.04.

"Project" has the meaning ascribed to that term in the recitals to this Agreement.

"Project Costs" means all costs of carrying-out of the Project, including the costs of the design, planning, constructing, acquiring, installing, equipping of improvements to the Pledged Facilities, all as determined in accordance with generally accepted accounting principles and that will not adversely affect the exclusion from gross income for federal income tax purposes of interest on Bonds to which it is intended that interest will be entitled. "Project Costs" include (a) sums required to reimburse the Town or its agents for advances made for any costs otherwise described in this definition, (b) interest during the period of acquisition and construction of improvements and for up to six months thereafter, and (c) all Financing Costs and Refinancing Costs.

"Project Fund" means the Town of Chapel Hill 2021 Project Fund established in Section 3.01.

"Record Date" means the end of the calendar day on the 15th day of the month (whether or not a Business Day) preceding a Payment Date.

"Refinancing Costs" means all costs related to the payment in full of the Town obligations to pay principal and interest under the Town obligations described in Exhibit A. Refinancing Costs are a subset of Project Costs.

"Restricted Yield" means an annual "yield," within the meaning of Treas. Regs. Secs. 1.103-13(c), -13(d), 1.148-9T(a), not in excess of an annual "yield" equal to _____%.

"Rule 15c2-12" means Rule 15c2-12 promulgated by the United States Securities Exchange Commission under the Securities Act of 1934.

Section 160A-20" means Section 160A-20 of the North Carolina General Statutes.

"State" means the State of North Carolina.

"Term Bonds" means the 2021 Bonds maturing in the years _____, which are subject to sinking fund redemption as provided in Section 2.01(b) and 2.05.

"Town" means the Town of Chapel Hill, North Carolina, or its successors.

"Town Council" means the Town's governing board as from time to time constituted.

"Town Certificate" means any written document (in whatever form, however designated) executed and delivered by a Town Representative.

"Town Representative" means the Town Manager, the Town's statutory finance officer, or any other person or persons at the time designated, by a written certificate furnished to the Trustee that (a) is signed on the Town's behalf by its Mayor or the Town Manager to act on the Town's behalf (or to perform any specified act) under this Agreement, and (b) contains the specimen signature of the designated person.

"Trust Agreement" or "Agreement" means this Agreement, as it may be duly amended or supplemented.

"Trustee" means the bank or trust company from time to time serving as trustee under this Agreement, whether the original or a successor Trustee.

Rules of Interpretation. Unless the context otherwise requires,

(a) An accounting term not otherwise defined has the meaning assigned to it in accordance with generally accepted accounting principles, and any accounting term should be understood to include any successor term or other new term with a substantially equivalent function.

(b) Unless otherwise indicated, references to Articles, Sections and Exhibits are to the Articles, Sections and Exhibits of this Agreement.

(c) Words importing the singular will include the plural and vice versa, and words importing the masculine gender will include the feminine and neuter genders as well, and vice versa.

(d) The headings on sections and articles are solely for convenience of reference. They do not constitute a part of this Agreement nor should they affect its meanings, construction or effect.

(e) Words importing the redemption or calling for redemption of Bonds should not be deemed to refer to or connote the payment of Bonds at their stated maturity.

(f) Reference to any statute or regulation should be understood to include any successor provision.

(g) All references to the payment of Bonds are references to payment of principal of and premium, if any, and interest with respect to the Bonds.

(h) The use of the term "including" should in all cases be understood to mean "including, without limitation."

(i) For any interest rate for which a basis of calculation is not specified, that interest should be calculated on the basis of a 360-day year consisting of twelve 30-day months.

Exhibit C – Form of Series A Bond**REGISTERED****Number R-X****REGISTERED****TOWN OF CHAPEL HILL, NORTH CAROLINA****Limited Obligation Bond, Series 2021**

INTEREST RATE	MATURITY DATE	DATED DATE	CUSIP
_____ %	_____, 20XX	August _____, 2021	XXXXXX XXX

REGISTERED OWNER: ***CEDE & CO.*******

PRINCIPAL AMOUNT: ** THOUSAND DOLLARS******
******(\$_____,000)*****

THE TOWN OF CHAPEL HILL, NORTH CAROLINA (the "Town"), for value received, promises to pay, but solely from the sources and in the manner provided, to the registered owner hereof, or registered assigns or legal representative, the principal amount stated above on the maturity date stated above, and to pay interest on this Bond semiannually on each June 1 and December 1, beginning December 1, 2021, at the annual rate stated above.

Interest is payable (a) from the Dated Date stated above, if this Bond is authenticated prior to June 1, 2021, or (b) otherwise from the August 1 or December 1 that is, or immediately precedes, the date on which this Bond is authenticated (unless payment of interest on this Bond is in default, in which case this Bond will bear interest from the date to which interest has been paid). Principal and interest are payable in lawful money of the United States of America.

This Bond is one of an issue of [\$23,000,000] Limited Obligation Bonds, Series 2021A (the "Bonds"), of like date and tenor, except as to number, denomination, rate of interest, privilege of redemption and maturity. The Bonds are issued under, and are equally and ratably secured by, a Trust Agreement dated as of August 1, 2021 (the "Trust Agreement"), between the Town and U.S. Bank National Association, as trustee (the "Trustee").

This Bond constitutes an installment contract within the meaning of Section 160A-20 of the North Carolina General Statutes, as the same may be in effect from time to time ("Section 160A-20"), between the Town and the owner (from time to time) of this Bond.

The Bonds are payable solely from funds appropriated on an annual basis by the Town's governing Board of Commissioners, and other funds available for the purpose of payment pursuant to the Trust Agreement, such as certain net insurance and condemnation awards and the proceeds of remedial action, which revenues and other moneys have been pledged as described in the Trust Agreement to secure payment of the Bonds. Neither the Town's faith and credit nor its taxing power is pledged to the payment of any amounts due under the Bonds. As provided for under Section 160A-20, no deficiency judgment may be rendered against the Town in any action for breach of a contractual obligation under the Bonds or the Trust Agreement.

To further secure its obligations under the Trust Agreement, the Town has granted, for the benefit of the Trustee on behalf of the owners of the Bonds, a security interest in certain public facilities, including the underlying real property, and certain other property pursuant to the Trust Agreement and a Deed of Trust and Security Agreement dated as of August 1, 2021.

Reference is made to the Trust Agreement, the Deed of Trust referenced above and all amendments and supplements for the provisions, among others, with respect to the nature and extent of the security, the rights, duties and obligations of the Town and the Trustee, the rights of the Owners of the Bonds and the terms upon which the Bonds are executed, delivered and secured, to all of which provisions the owner of this Bond, by the acceptance of this Bond, agrees.

The Town's \$_____ Taxable Limited Obligation Refunding Bonds, Series 2021B, are secured by a parity interest in the property securing the Bonds. Additional Bonds secured by a parity interest in the property securing the Bonds may be issued under the terms and conditions set forth in the Trust Agreement.

The Bonds are issued by means of a book-entry system, with one certificate for each maturity immobilized at The Depository Trust Company, New York, New York ("DTC"), and not available for distribution to the public. Transfer of beneficial ownership interests in the Bonds in the principal amount of \$5,000 or any integral multiple thereof will be effected on the records of DTC and its participants pursuant to rules and procedures established by DTC and its participants. Principal and interest on the Bonds are payable to DTC or its nominee as registered owner of the Bonds. Neither the Trustee nor the Town is responsible or liable for the transfer of ownership or payments or for maintaining, supervising or reviewing the records maintained by DTC, its participants or persons acting through such participants.

If (a) DTC determines not to continue to act as securities depository for the Bonds or (b) the Town so elects, the Town and the Trustee will discontinue the book-entry system with DTC. If the Town does not identify another qualified securities depository to replace DTC, the Town will prepare and execute, and the Trustee will authenticate and deliver in exchange, replacement Bonds in the form of fully registered Bonds.

The Bonds may not be redeemed prior to maturity except as provided in this Bond and in the Trust Agreement.

The Bonds maturing on or December 1, 2032, are subject to redemption at the Town's option in whole or in part on any date on or after December 1, 2031, upon payment

of the principal amount to be prepaid plus interest accrued to the redemption date, without premium. If less than all the Bonds are to be redeemed pursuant to this provision, they will be redeemed among maturities in any manner the Town chooses.

The Trustee will redeem Bonds maturing on December 1, 20____, upon payment of 100% of the principal amount thereof plus interest accrued to the redemption date, on December 1 in years and amounts as follows:

<u>Year</u>	<u>Amount (\$)</u>
[To come.]	

*Final maturity

In addition, [second term bond, to come.]

The amount of Bonds to be redeemed on any sinking fund payment date may be reduced in accordance with the provisions of the Trust Agreement.

If less than all the Bonds of any maturity are called for redemption, the Trustee will select the Bonds to be redeemed by lot; provided, however, that so long as a book-entry system with DTC is used for recording beneficial ownership of Bonds, if less than all of the Bonds within a maturity are to be redeemed, DTC and its participants will determine which of the Bonds within any such maturity are to be redeemed.

In any case, (1) the portion of any Bond to be prepaid will be in the principal amount of \$5,000 or some integral multiple thereof, and (2) in selecting Bonds for redemption, each Bond will be considered as representing that number of Bonds which is obtained by dividing the principal amount of that Bond by \$5,000. If a portion of a Bond is called for redemption, a new Bond in principal amount equal to the unpaid portion will be issued to the registered owner upon the surrender of the Bond.

The Trustee will send notice of redemption to DTC or its nominee as the Owner of the Bonds as provided in the Trust Agreement. The Trustee will send the notice not more than 60 days nor less than 30 days prior to the date fixed for redemption. Neither the Trustee nor the Town is responsible for sending notices of redemption to anyone other than DTC or its nominee, so long as all the Bonds to be redeemed are held in a book-entry-only form with DTC.

If on or before the date fixed for redemption funds have been deposited with the Trustee to pay the principal and interest accrued to the redemption date with respect to the Bonds called for redemption, the Bonds or portions thereof thus called for redemption will cease to accrue interest from and after the redemption date, will no longer be entitled to the benefits provided by the Trust Agreement, and will not be deemed to be Outstanding under the Trust Agreement.

The Owner of this Bond has no right to enforce the provisions of the Trust Agreement or to institute action to enforce the covenants therein, or to take any action with respect to any event of default thereunder, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Trust Agreement. Changes to or supplements of the Trust Agreement may be made to the extent and in the circumstances permitted by the Trust Agreement.

Ownership of this Bond will be registered on the Bond register (as provided for in the Trust Agreement) to be kept for that purpose by the Trustee, which will act as Bond registrar for the Bonds. This Bond may be exchanged, and its transfer may be effected, only by the Owner hereof in person or by attorney duly authorized in writing at the designated office of the Trustee, but only in the manner, subject to the limitations and upon payment of the charges provided in the Trust Agreement, and upon surrender and cancellation of this Bond. Upon exchange or registration of such transfer a new registered Bond or Bonds of the same maturity and interest rate and of authorized denomination or denominations for the same aggregate principal amount will be issued in exchange therefor.

The Town and the Trustee may deem and treat the person in whose name this Bond will be registered on the Bond register as the absolute owner of this Bond for the purpose of receiving payment of or on account of principal of and interest due on this Bond and for all other purposes, and neither the Town nor the Trustee will be affected by any notice to the contrary, except that interest payments will be made to the persons shown as Owners on the Trustee's registration books on the **Record Date**, which is the end of the calendar day on the 15th day of the month (whether or not a business day) preceding each Payment Date.

All acts, conditions and things required by the Constitution and laws of the State of North Carolina to happen, exist or be performed precedent to and in the execution and delivery of this Bond have happened, exist and have been performed.

This Bond and the issue of which it is a part are issued with the intent that North Carolina law will govern this Bond and all matters of its interpretation.

This Bond will not be entitled to any benefit under the Trust Agreement or be valid or obligatory for any purpose until the Trustee has executed the Certificate of Authentication appearing on this Bond.

[The remainder of this page has been left blank intentionally.]

IN WITNESS WHEREOF, the Town has caused this instrument to be signed, sealed and delivered by duly Town Representatives, as of the day and year first above written.

(SEAL)

ATTEST:

**TOWN OF CHAPEL HILL,
NORTH CAROLINA**

Sabrina Oliver
Town Clerk

By: _____
Maurice Jones
Town Manager

[Town of Chapel Hill, North Carolina

\$_____ Limited Obligation Bond, Series 2021A]

This Bond has been approved under the provisions of Section 160A-20 and Article 8, Chapter 159 of the General Statutes of North Carolina.

Sharon G. Edmundson
Secretary, North Carolina
Local Government Commission

By _____
[Sharon G. Edmundson
or Designated Assistant]

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds referred to in the Trust Agreement dated as of August 1, 2021 (the "Trust Agreement"), between Town of Chapel Hill, North Carolina, and U.S. Bank National Association, as trustee (the "Trustee").

Date of Authentication: _____

**U.S. Bank National Association, as
Trustee**

By: _____
Authorized Representative

**[Town of Chapel Hill, North Carolina
\$_____ Limited Obligation Bond, Series 2021A]**

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sell(s), assign(s) and transfer(s) unto

(Please print or type transferee's name and address, including zip code)

PLEASE INSERT SOCIAL SECURITY OR OTHER
IDENTIFYING NUMBER OF TRANSFEREE:

the within bond and all rights thereunder, hereby irrevocably constituting and appointing _____, Attorney, to transfer said certificate on the books kept for the registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

(Signature of Owner)

NOTICE: Signature(s) must be guaranteed by a participant in the Securities Transfer Agent Medallion Program ("STAMP") or similar program

NOTICE: The signature above must correspond with the name the Owner as it appears on the front of this certificate in every particular without alteration or enlargement or any change whatsoever.

EXHIBIT D – Schedule of Payments on 2021 Bonds

Principal is payable in the amounts and on the dates as shown below, subject to redemption of Bonds as provided in this Agreement. Interest is payable on the dates shown below.

Each portion of the Amount Advanced will bear interest from the Closing Date until paid. Interest is calculated at the rates shown in Section 1.03. The schedule below shows the expected interest payment amounts. The Town's obligation on each Payment Date is the amount shown above as the "total payment" for that date, subject to adjustment as provided in Section 3.05(c).

Payment Date	2021A Principal	2021 Interest	2021B Principal	2021B Interest	Total Payment (\$)
[To come.]					

Exhibit E – Form of Requisition

[Date] _____

U.S. Bank National Association, as Trustee

Attention: Corporate Trust

Regarding: Requisition under 2021

Trust Agreement for Town of Chapel Hill, North Carolina

To the Trustee:

Pursuant to the terms and conditions of the above-referenced Trust Agreement, the Town authorizes and requests the disbursement of funds from the "Town of Chapel Hill 2021 Project Fund" (the "Project Fund") established under that Trust Agreement for the costs described below. Capitalized terms used in this requisition and not otherwise defined have the meanings ascribed in the Trust Agreement.

This is requisition number _____ from the Project Fund.

Total Amount for Disbursement	
Payee	
Payee's address or wiring instructions	

The Town makes this requisition pursuant to the following representations:

1. The Town has appropriated in its current fiscal year funds sufficient to pay the Bond Payments and estimated Additional Payments due in the current fiscal year.
2. The purpose of this disbursement is for payment of Project Costs as provided for in the Trust Agreement.
3. The requested disbursement has not been subject to any previous requisition.
4. No notice of any lien, right to lien or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable herein to any of the persons, firms or corporations named herein has been received, or if any notice of any such lien, attachment or claim has been received, such lien, attachment or claim has been released or discharged or will be released or discharged upon payment of this requisition.
5. This requisition contains no items representing payment on account of any percentage entitled to be retained on the date of this requisition.

6. No Event of Default is continuing, and no event or condition is existing which, with notice or lapse of time or both, would become an Event of Default.
7. The Town has insurance in place that complies with the insurance requirements of the Trust Agreement.
8. No portion of the amounts set forth in this requisition represents amounts paid or payable as North Carolina state sales taxes.

**TOWN OF CHAPEL HILL,
NORTH CAROLINA**

By: **[Exhibit Form Only – Do Not Sign]**

Title: _____
Town Representative

s☆h draft of May 16

Prepared by and return after recording to:

Robert M. Jessup Jr.
 Sanford Holshouser LLP
 209 Lloyd St., Suite 350
 Carrboro, NC 27510

PINs [To come]

Brief description:

[New parking deck]

[Town operations center]

STATE OF NORTH CAROLINA)	The collateral is or includes fixtures.
)	
ORANGE COUNTY)	This Deed of Trust secures future advances.

THIS DEED OF TRUST AND SECURITY AGREEMENT (this "Deed of Trust") is dated as of August 1, 2021, and is granted by the **TOWN OF CHAPEL HILL, NORTH CAROLINA**, a municipal corporation of the State of North Carolina (the "Town"), to **Robert M. Jessup Jr.**, as trustee (the "Deed of Trust Trustee"), for the benefit of **U.S. BANK NATIONAL ASSOCIATION, as Trustee** ("US Bank").

Introduction

The Town is issuing its [\$_____] Limited Obligation Bonds, Series 2021A, and its [\$_____] Taxable Limited Obligation Bonds, Series 2021B (together, the "Bonds"). The Town is issuing the Bonds under a Trust Agreement dated as of August 1, 2021 (the "Trust Agreement"), between the Town and US Bank, as trustee. The Town is issuing the Bonds to provide funds, to be used together with other available funds, to acquire, construct, equip and otherwise improve Town facilities and assets, to refinance existing Town obligations, and to pay financing costs.

To secure its obligations under the Trust Agreement and with respect to the Bonds, the Town is providing for the conveyance by this Deed of Trust of the facilities described in Exhibit A (the "Pledged Facilities," as more particularly defined below), along with the real property associated with the Pledged Facilities and the other "Mortgaged Property," as defined below.

The Mortgaged Property includes the property described in Exhibit B. The Town is the record owner of the property described in Exhibit B.

This Deed of Trust is given to secure current advances under the Trust Agreement of [\$_____], as well as potential future advances in the total maximum principal amount of \$200,000,000. The time during which such future advances may be made is 30 years from August 1, 2021. The current scheduled date for final repayment is on or about _____1, 2041.

NOW, THEREFORE,

(1) in consideration of the execution and delivery of the Trust Agreement and other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge,

(2) to secure the Town's performance of all its covenants under this Deed of Trust, the Bonds and the Trust Agreement, including the repayment of amounts advanced under the Trust Agreement, and

(3) to charge the Mortgaged Property with this payment and performance, the Town sells, grants and conveys to the Deed of Trust Trustee, his successors and assigns forever, in trust, with power of sale, the following (collectively, the "Mortgaged Property"):

(a) the property described in Exhibit B and any real property later acquired by the Town in exchange for, or in consideration of the exchange of, or with the proceeds from any disposition of, all or any part of any property described in this paragraph, and in all cases together with all easements, rights, rights-of-way and appurtenances belonging to any of that property (collectively, the "Pledged Sites"); and

(b) all buildings and other improvements and fixtures (including any "Fixtures," as defined in Section 1-4) now or later attached to or used in or on those improvements or the Pledged Sites, including (i) all renewals, replacements, and additions, (ii) all articles in substitution, (iii) all building materials for construction, improvement, modification or repair of improvements upon their delivery to the Pledged Sites, and (iv) all proceeds of all the foregoing in whatever form resulting from the loss or disposition of the foregoing, including all proceeds of and unearned premiums for any insurance policies covering the Pledged Sites and the improvements, proceeds of title insurance and payments related to the exercise of condemnation or eminent domain authority, and all judgments or settlements in lieu of any of the foregoing (collectively, the "Pledged Facilities");

TO HAVE AND TO HOLD the Mortgaged Property with all privileges and appurtenances belonging thereto, to the Deed of Trust Trustee, his successors and assigns forever, upon the trusts, terms and conditions and for the purposes set out below, in fee simple in trust;

SUBJECT, HOWEVER, to the existing encumbrances described in Exhibit C;

BUT THIS CONVEYANCE IS MADE UPON THIS SPECIAL TRUST: if the Town pays its "Obligations," as defined below, in full in accordance with the Trust Agreement, the Bonds and this Deed of Trust, and the Town complies with all the terms, covenants and conditions of the Trust Agreement, the Bonds and this Deed of Trust, this conveyance will be null and void and will be canceled of record at the Town's request and cost, and title will revert as provided by law;

BUT IF, HOWEVER, THERE OCCURS AN EVENT OF DEFAULT UNDER THE "DOCUMENTS," as defined below, then US Bank will have the remedies provided for in this Deed of Trust, including directing the Deed of Trust Trustee to sell the Mortgaged Property under power of sale.

THE TOWN COVENANTS AND AGREES with the Deed of Trust Trustee and US Bank (and their respective heirs, successors and assigns), in consideration of the foregoing, as follows:

1. Warranties of Title; Security Provided by this Deed of Trust

1-1 Warranties of Title. The Town covenants with the Deed of Trust Trustee and US Bank that the Town is seized of and has the right to convey the Mortgaged Property in fee simple, that the Mortgaged Property is free and clear of all liens and encumbrances other than Permitted Encumbrances (as defined in the Trust Agreement), that title to the Mortgaged Property is marketable, and that the Town will forever warrant and defend title to the Mortgaged Property (subject to the Permitted Encumbrances) against the claims of all persons.

1-2 Security for Payment and Performance. The Town is delivering this Deed of Trust (a) to secure the Town's payment, as and when the same become due and payable, of all amounts payable by the Town (the "Obligations") under (i) the Trust Agreement, (ii) this Deed of Trust, (iii) the Bonds, and (iv) any Additional Bonds, as defined in the Trust Agreement, as may be executed and delivered pursuant to the Trust Agreement (together, the "Documents"), and (b) to secure the Town's timely and full compliance with all terms, covenants and conditions of the Documents.

1-3 Present and Future Advances. This Deed of Trust is executed to secure all the Town's present and future obligations to the Trustee related to amounts advanced to the Town or owed by the Town under the Documents. The making of future advances is subject to the terms and conditions of the Trust Agreement and this Deed of Trust. The amount of the present obligations secured by this Agreement is \$_____ and the total amount, including present and future obligations, that may be secured by this Deed of Trust at any one time is \$200,000,000. The period within which future obligations may be incurred is 30 years from August 1, 2021.

The provisions in this Deed of Trust for future advances are made only to facilitate the possible financing of additions or improvements to the Mortgaged Property, to refinance the present obligations or otherwise as provided for under the Trust Agreement. As of the date of this Deed of Trust there is no agreement or obligation by the Town to borrow, or for any person to lend, any additional funds beyond the \$_____ that constitutes the present obligations.

1-4 Security Interest in Fixtures. This Deed of Trust is intended to be a security agreement pursuant to the Uniform Commercial Code as in effect in North Carolina for the "Fixtures," as defined below. The Town grants to US Bank and the Deed of Trust Trustee a security interest in the Fixtures to secure the Obligations.

Upon the occurrence of an Event of Default under this Deed of Trust or the Trust Agreement, US Bank or the Deed of Trust Trustee is entitled to exercise all rights and remedies of a secured party under the Uniform Commercial Code as in effect in North Carolina and may proceed as to the Fixtures in the same manner as provided in this Deed of Trust for the real property.

The "Fixtures" are all items of personal property attached or affixed to the Pledged Facilities in such a manner that removing the items would cause damage to the Pledged Facilities. The Fixtures may include plumbing, heating, lighting, electrical, laundry, ventilating, refrigerating, incinerating, air-conditioning, fire and theft protection and sprinkler equipment, and include all renewals and replacements and all additions, and all articles in substitution of any such property, and all proceeds of all the foregoing in whatever form.

The Town is not obliged to renew, repair or replace any undesirable or unnecessary Fixture. If the Town determines that any Fixture has become undesirable or unnecessary, the Town may remove that Fixture from the Pledged Facilities and sell, trade-in, exchange or otherwise dispose of it (in whole or in part), with an amount equivalent to the fair market value of the Fixture as removed becoming Net Proceeds and subject to the provisions of [Section 5.16] of the Trust Agreement.

With respect to those items of the Mortgaged Property that are or are to become Fixtures, this Deed of Trust constitutes a financing statement filed as a fixture filing. The Town agrees that the security interest in the Fixtures granted in this Section 1-4 is in addition to, and not in lieu of, any security interest in the Fixtures acquired by real property law. The Fixtures are located on the land described on Exhibit B, and the Town is the record owner of that land. Section 5-1 sets forth the name and address of the Town, as debtor, and US Bank and the Deed of Trust Trustee, as secured parties. The Town agrees to execute, deliver and file, or cause to be filed, in such place or places as may be requested by US Bank or the Deed of Trust Trustee, any additional financing statements (including any continuation statements) in whatever form any party may reasonably request to evidence the security interest provided for in this Section.

1-5 Town's Obligation Limited. Notwithstanding any other provision of this Deed of Trust, the parties intend that this transaction will comply with North Carolina General Statutes Section 160A-20. No deficiency judgment may be entered against the Town in violation of Section 160A-20.

No provision of this Deed of Trust is to be construed or interpreted as creating a pledge of the Town's faith and credit within the meaning of any constitutional debt limitation. No provision of this Deed of Trust should be construed or interpreted as an illegal delegation of governmental powers, nor as an improper donation or lending of the Town's credit within the meaning of the North Carolina constitution. The Town's taxing power is not

and may not be pledged, directly or indirectly contingently, to secure any moneys due under this Deed of Trust.

No provision of this Deed of Trust restricts the Town's future issuance of any of its bonds or other obligations payable from any class or source of the Town's moneys, except to the extent the "Documents," as defined in Section 1-2, restrict the incurrence of additional obligations secured by the Mortgaged Property.

Nothing in this Section is intended to impair or prohibit foreclosure on this Deed of Trust if the Obligations are not paid when due or otherwise upon the occurrence of an Event of Default under this Deed of Trust or the Trust Agreement.

To the extent of any conflict between this Section and any other provision of this Deed of Trust, this Section takes priority.

1-6 No Transfers; Provision for Releases; Grants of Easements and Similar Interests

(a) The Town shall not sell, transfer or encumber any interest in any Mortgaged Property, except as otherwise permitted by the Trust Agreement or this Deed of Trust. This prohibition applies whether the sale, transfer, or encumbrance is of a legal or an equitable interest, is voluntary, involuntary, by operation of law, or otherwise, and includes any encumbrance that is not a Permitted Encumbrance. US Bank may take any action it deems appropriate to prevent or rescind any unauthorized sale, transfer or encumbrance.

(b) US Bank is required, upon the Town's direction and at any time, to execute and deliver all documents necessary to effect the release of all or any portion of the Mortgaged Property from the lien of this Deed of Trust upon the Town's compliance with the requirements of this Section. No consent or acknowledgment by the Deed of Trust Trustee is required for any release under this Section. US Bank may not release any property under this Section during the continuation of an Event of Default.

(c) To obtain a release, the Town must file with US Bank a Town Certificate (i) stating that (A) no Event of Default is continuing, (B) the release will not materially impair the intended use of the property remaining subject to this Deed of Trust, and (C) the release complies with the requirements of this Section, (ii) providing a copy of the proposed instrument of release, (iii) directing the execution and delivery of the instrument, and (iv) providing evidence of compliance with (v) or (vi) below.

(v) In the case of a proposed release of all the Mortgaged Property, the Town must pay to US Bank, or to some other fiduciary reasonably acceptable to US Bank, an amount (A) that is sufficient to provide for the payment in full of all Bonds Outstanding and any other Obligations and (B) that is required to be used for that payment.

(vi) In the case of a proposed release of a portion (but less than all) of the Mortgaged Property, the Town must provide evidence to US Bank that the appraised, taxable or insured value (and the Town may provide different evidence for different portions) of that portion of the Mortgaged Property that is proposed to remain subject to the lien of this Deed of Trust will not be less than 50% of the aggregate principal component of the Bonds Outstanding at the time the release is effected.

(d) The Town may make the following grants and dispositions, so long as the grant or disposition will not materially impair the intended use of the Pledged Facilities, and without regard to subsection (c) above.

(i) The Town may from time-to-time grant easements, licenses, rights-of-way and other similar rights with respect to any part of the Mortgaged Property, and the Town may release similar interests, with or without consideration.

(ii) The Town may dispose of any undesirable or unnecessary Fixture as provided in Section 1-4.

1-7 Construction Mortgage. The parties intend that the security interest evidenced by this Deed of Trust will be a "construction mortgage" with respect to the Pledged Facilities within the meaning of Section 25-9-334 of the North Carolina General Statutes.

2. Town's Payment Obligations

2-1 Payment of Obligations; Compliance with Covenants. The Town will pay the Obligations as and when the same become due and payable in the manner set forth in this Deed of Trust and in the Trust Agreement and will comply in all respects with all the terms of the Documents.

2-2 Payment of Costs and Legal Fees. (a) If the Deed of Trust Trustee or US Bank employs an attorney to assist in the enforcement or collection of any Obligations, or if the Deed of Trust Trustee or US Bank voluntarily or otherwise becomes a party to any suit or legal proceeding (including a proceeding conducted under any state or federal bankruptcy or insolvency statute) to protect the Mortgaged Property, to protect the lien of this Deed of Trust, to enforce collection of the Obligations, or to enforce compliance by the Town with any of the provisions of the Documents, then the Town will pay reasonable legal fees and costs that the Deed of Trust Trustee or US Bank may reasonably have incurred (whether or not any suit or proceeding is commenced). The Town's repayment of all amounts paid for any such purpose, together with interest at the annual rate of 4.00% (calculated on the basis of a 360-day year consisting of twelve 30-day months), is secured as an Obligation under this Deed of Trust.

(b) If any suit or proceeding described in subsection (a) is adverse to the Town, however, then the Town has this liability for payment of fees and costs only if the Deed of Trust Trustee or US Bank, as the case may be, is a prevailing party in the suit or proceeding.

2-3 Advances for Performance of Town's Obligations. If the Town fails to perform any of its obligations under the Documents, then the Deed of Trust Trustee and US Bank are authorized, but not obligated, to perform the obligation or cause it to be performed. The Town must repay any amounts paid for any such purpose. The Town's repayment of all those amounts, together with interest at the annual rate of 4.00% (calculated on the basis of a 360-day year consisting of twelve 30-day months), is secured as an Obligation under this Deed of Trust.

3. The Deed of Trust Trustee

3-1 No Liability for Deed of Trust Trustee. The Deed of Trust Trustee will suffer no liability by his acceptance of this trust except as may be incurred because of any failure on his part to account for the proceeds of any sale under this Deed of Trust.

3-2 Resignation. The Deed of Trust Trustee may resign at any time by giving notice to the Town and US Bank as provided in Section 5-1.

3-3 Substitute Trustees. If any Deed of Trust Trustee dies, becomes incapable of acting or renounces the trust, or if for any reason US Bank desires to replace any Deed of Trust Trustee, then US Bank has the unqualified right to appoint one or more substitute or successor Deed of Trust Trustees by instruments filed for registration in the office of the Register of Deeds where this Deed of Trust is recorded. US Bank may make any removal or appointment at any time without notice, without specifying any reason, and without any court approval. Any appointee becomes vested with title to the Mortgaged Property and with all rights, powers, and duties conferred upon the Deed of Trust Trustee by this Deed of Trust in the same manner and to the same effect as if that Deed of Trust Trustee had been named as the original Deed of Trust Trustee.

4. Defaults and Remedies; Foreclosure

4-1 Defaults and Remedies. During the continuation of an Event of Default under the Trust Agreement, US Bank may pursue its rights and remedies as provided under the Trust Agreement and this Deed of Trust.

4-2 Foreclosure; Sale under Power of Sale.

(a) *Right to foreclosure or sale.* During the continuation of an Event of Default, at US Bank's request, the Deed of Trust Trustee must foreclose this Deed of Trust by judicial proceedings or, at US Bank's option, the Deed of Trust Trustee must sell (and is empowered to sell) all or any part of the Mortgaged Property at public sale to the last and highest bidder for cash (free of any equity of redemption, homestead, dower, curtesy or other exemption, all of which the Town expressly waives to the extent permitted by law) after compliance with applicable State laws relating to foreclosure sales under power of sale. The Deed of Trust Trustee will execute and deliver a proper deed or deeds to the successful purchaser at any sale. If only a part of the Mortgaged Property is sold, the partial sale in no way adversely affects the lien created by this Deed of Trust against the remainder.

(b) *US Bank's Bid.* US Bank may bid and become the purchaser at any sale under this Deed of Trust. Instead of paying cash, US Bank may make settlement for the purchase price by crediting against the Obligations the bid price net of sale expenses, including the Deed of Trust Trustee's commission, and after payment of any taxes and assessments as may be a lien on the Mortgaged Property superior to the lien of this Deed of Trust (unless the Mortgaged Property is sold subject to those liens and assessments, as provided by law).

(c) *Town's Bid.* The Town may bid for all or any part of the Mortgaged Property at any foreclosure sale. The Town, however, may not bid less than an amount sufficient to provide for full payment of the Obligations, unless US Bank consents in writing.

(d) *Successful bidder's deposit.* At any sale, the Deed of Trust Trustee may, at his option, require any successful bidder (other than US Bank) immediately to make a deposit with the Deed of Trust Trustee against the successful bid in the form of cash or a certified check in an amount of up to 5% of the sale price. The advertised notice of sale need not include notice of this requirement.

(e) *Application of sale proceeds.* The Deed of Trust Trustee must apply the proceeds of any foreclosure sale in the manner and in the order prescribed by State law. The parties agree (i) that the sale expenses will include a commission to the Deed of Trust Trustee equal to one-half of one percent of the gross sales price for all services performed by the Deed of Trust Trustee under this Deed of Trust, and (ii) that any sale proceeds remaining after the prior application of the proceeds in accordance with State law, including to the payment of the Obligations, will be paid to the Town.

4-3 Possession of Mortgaged Property. During the continuation of an Event of Default, upon US Bank's demand the Town must deliver possession of the Mortgaged Property to US Bank. In addition, the Town must surrender possession of the Mortgaged Property to the purchaser of the Mortgaged Property at any judicial or foreclosure sale under this Deed of Trust.

During the continuation of an Event of Default, US Bank, to the extent permitted by law, is also authorized to (a) take possession of the Mortgaged Property, with or without legal action, (b) lease the Mortgaged Property, (c) collect all rents and profits from the Mortgaged Property, with or without taking possession of the Mortgaged Property, and (d) after deducting all costs of collection and administration expenses, apply the net rents and profits to the payment of necessary maintenance and insurance costs, and then apply all remaining amounts to the Town's account and in reduction of the Obligations.

US Bank will be liable to account only for rents and profits it receives. US Bank may take any action permitted under this Section with respect to all or any portion of the Mortgaged Property, as it may elect.

4-4 No Remedy Exclusive. All remedies under this Deed of Trust are cumulative and may be exercised concurrently or separately. The exercise of any one remedy is not an election of that remedy as an exclusive remedy, nor does the exercise of one remedy preclude the exercise of any other remedy. If any Event of Default occurs and is later waived by the other party or parties, that waiver is limited to the default waived and does not constitute a waiver of any other default. The Deed of Trust Trustee and US Bank may exercise every power or remedy given by this Deed of Trust from time to time as often as the Deed of Trust Trustee or US Bank may deem expedient.

5. Miscellaneous

5-1 Notices.

(a) Any communication provided for in this Deed of Trust must be in English and must be in writing. "Writing" includes facsimile transmission and electronic mail.

(b) For this Deed of Trust, any communication sent by facsimile transmission or electronic mail will be deemed to have been given on the date the communication is similarly acknowledged by a Town Representative (in the case of the Town) or other authorized representative (in the case of any other party). No such communication will be deemed given or effective without such an acknowledgment. Any electronic communication to the Trustee is subject to the provisions of [Section 9.02] of the Trust Agreement.

(c) Any other communication under this Deed of Trust will be deemed given on the delivery date shown on a United States Postal Service certified mail receipt, or a delivery receipt (or similar evidence) from a national commercial package delivery service, if addressed as follows:

(i) if to the Town, to Chapel Hill Town Manager, Re: Notice under 2021 LOBs Deed of Trust, 405 Martin Luther King Jr. Blvd., Chapel Hill, NC 27514

(ii) if to the Deed of Trust Trustee, to Deed of Trust Trustee, c/o U.S. Bank National Association, Re: Notice for 2021 Financing for Town of Chapel Hill (NC), 214 North Tryon Street, 27th Floor, Charlotte, NC 28202

(iii) if to US Bank, to U.S. Bank National Association, Re: Notice for 2021 Financing for Town of Chapel Hill (NC), 214 North Tryon Street, 27th Floor, Charlotte, NC 28202

(iv) If to the LGC, to the North Carolina Local Government Commission, Attn: Secretary of the Commission, Re: Notice for 2021 Town of Chapel Hill Financing, Longleaf Building, 3200 Atlantic Ave., Raleigh, NC 27604

(d) Any addressee (including the LGC) may designate additional or different addresses for communications by notice given under this Section to each of the others. No notice need be delivered to the Deed of Trust Trustee for any notice or action to be effective. The Town must send copies of any notices it sends to the Deed of Trust Trustee also to the Trustee.

(e) Whenever this Deed of Trust requires the giving of a notice, the person entitled to receive the notice may waive the notice, in writing. The giving or receipt of the notice will then not be a condition to the validity of any action taken in reliance upon the waiver.

5-2 Successors; Assignments. This Deed of Trust is binding upon, will inure to the benefit of, and is enforceable by the Town, the Trustee, any registered owner of Bonds (subject to the limitations in the Trust Agreement), and by the Deed of Trust Trustee, and by their respective successors and assigns.

5-3 No Marshalling. The Town waives all rights to require marshalling of assets in connection with the exercise of any remedies provided in this Deed of Trust or as permitted by law.

5-4 Definitions. All capitalized terms used in this Deed of Trust and not otherwise defined have the meanings ascribed to them in the Trust Agreement.

5-5 Governing Law; Forum. The Town, US Bank, and the Deed of Trust Trustee intend that North Carolina law will govern this Deed of Trust and all matters of its interpretation. To the extent permitted by law, the Town, US Bank, and the Deed of Trust Trustee agree that any action brought with respect to this Deed of Trust must be brought in the North Carolina General Court of Justice in Orange County, North Carolina.

5-6 Limitation of Liability of Officers and Agents. No officer, agent or employee of the Town, US Bank or the Deed of Trust Trustee will be subject to any personal liability or accountability by reason of the execution of this Deed of Trust or any other documents related to the transactions contemplated by this Deed of Trust. Those officers or agents are deemed to execute documents in their official capacities only, and not in their individual capacities. This Section does not relieve any officer, agent or employee from the performance of any official duty provided by law.

5-7 Covenants Run with the Land. All covenants contained in this Deed of Trust run with the real estate encumbered by this Deed of Trust.

5-8 Further Instruments. Upon the request of US Bank or the Deed of Trust Trustee, the Town will execute, acknowledge and deliver any further instruments reasonably necessary or desired by US Bank or the Deed of Trust Trustee to carry out more effectively the purposes of this Deed of Trust or any other document related to the transactions contemplated by this Deed of Trust, and to subject to the liens and security interests of this Deed of Trust all or any part of the Mortgaged Property intended to be given or conveyed, whether now given or conveyed or acquired and conveyed subsequent to the date of this Deed of Trust.

5-9 Severability. If any provision of this Deed of Trust is determined to be unenforceable, that will not affect any other provision of this Deed of Trust.

5-10 Non-Business Days. If the date for making any payment, or the last day for performance of any act or the exercising of any right, is not a Business Day, that payment may be made, or act performed or right exercised, on or before the next succeeding Business Day.

5-11 Entire Agreement; Amendments. This Deed of Trust, together with the other Documents, constitutes the Town's entire agreement with the Trustee and the Deed of Trust Trustee with respect to its general subject matter. This Deed of Trust may not be changed except in accordance with [Article XIII] of the Trust Agreement. The consent of the Deed of Trust Trustee is not required for any changes.

[The remainder of this page has been left blank intentionally.]

IN WITNESS WHEREOF, the Town has caused this instrument to be signed, sealed and delivered by duly authorized officers, all as of August 1, 2021.

(SEAL)

ATTEST:

**TOWN OF CHAPEL HILL,
NORTH CAROLINA**

Sabrina Oliver
Town Clerk

By: _____
Maurice Jones
Town Manager

* * * * *

**STATE OF NORTH CAROLINA;
ORANGE COUNTY**

I, a Notary Public of such Town and State, certify that Sabrina Oliver and Maurice Jones personally came before me this day and acknowledged that they are the Town Clerk and the Town Manager, respectively, of the Town of Chapel Hill, North Carolina, and that by authority duly given and as the act of such Town, the foregoing instrument was signed in the Town's name by such Manager, sealed with its corporate seal and attested by such Clerk.

WITNESS my hand and official stamp or seal, this _____ day of August, 2021.

[SEAL]

Notary Public

My commission expires: _____

[Deed of Trust and Security Agreement
dated as of August 1, 2021, for the benefit of
U.S. Bank National Association, as trustee]

EXHIBIT A – Pledged Facilities Description

New Town parking deck, Rosemary Street

Town Operations Center, Millhouse Road

EXHIBIT B – Pledged Sites Description

[To come]

EXHIBIT C -- Existing Encumbrances

BOND PURCHASE AGREEMENT

Between

TOWN OF CHAPEL HILL, NORTH CAROLINA

and

ROBERT W. BAIRD & CO. INCORPORATED,
as Representative of the Underwriters

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BOND PURCHASE AGREEMENT

concerning

\$_____*

Town of Chapel Hill, North Carolina
Limited Obligation Bonds
Series 2021A

\$_____*

Town of Chapel Hill, North Carolina
Taxable Limited Obligation Bonds
Series 2021B

July __, 2021

Town of Chapel Hill, North Carolina
 Chapel Hill, North Carolina

Ladies and Gentlemen:

The underwriters named below (the "Underwriters") hereby offer to enter into the following purchase agreement (this "Bond Purchase Agreement") with the Town of Chapel Hill, North Carolina (the "Town"), which, upon the Town's acceptance of this offer, will be binding upon the Town and the Underwriters. This offer is made subject to the Town's acceptance of this Bond Purchase Agreement, which acceptance shall be evidenced by the execution and delivery of this Bond Purchase Agreement by a duly authorized officer of the Town on or before 12:00 P.M., Eastern Time, on the date hereof. Upon such acceptance, execution and delivery, this Bond Purchase Agreement shall be in full force and effect in accordance with its terms and shall be binding upon the Town and the Underwriters. Except as expressly otherwise defined herein, capitalized terms used herein shall have the same meanings as set forth in the Preliminary Official Statement (as defined below).

1. Purchase and Sale of the Bonds. Upon the terms and conditions and based on the representations, warranties and covenants hereinafter set forth, the Underwriters hereby agree to purchase from the Town, and the Town hereby agrees to sell to the Underwriters, all (but not less than all) of the (a) \$_____ aggregate principal amount of the Town's Limited Obligation Bonds, Series 2021A (the "2021A Bonds") and (b) \$_____ aggregate principal amount of the Town's Taxable Limited Obligation Bonds, Series 2021B (the "2021B Bonds" and, together with the 2021A Bonds, the "Bonds"), dated the date of payment for and delivery of the Bonds (such payment and delivery being herein sometimes called the "Closing"). The purchase price for the 2021A Bonds shall be \$_____ (representing the aggregate par amount of the 2021A Bonds, plus a **[net]** original issuance **[premium/discount]** of \$_____ and less an underwriters' discount of \$_____) and the purchase price for the 2021B Bonds shall be \$_____ (representing the aggregate par amount of the Bonds, less an underwriters' discount of \$_____). The Underwriters shall pay the purchase price for the Bonds on the day of the Closing by wiring \$_____, at the Town's direction, to the Trustee (as defined below).

The Bonds shall be issued and secured under and pursuant to a Trust Agreement, to be dated as of August 1, 2021 (the "Trust Agreement"), between the Town and U.S. Bank National Association as trustee (the "Trustee"). The Town is authorized pursuant to Section 20 of Chapter 160A of the General Statutes of North Carolina (the "Act"), to issue the Bonds for the purpose of providing funds to the Town to pay the costs (a) to acquire, construct, and equip various public facilities, assets and improvements, including a new parking deck and road improvements, (b) to refinance existing Town obligations, and (c) to pay financing costs

incurred in connection with the sale and issuance of the Bonds. The Town's issuance of the Bonds has been authorized by a resolution adopted by the Town Council of the Town on June 23, 2021 (the "Approving Resolution"). As security for performance of the Town's obligations under the Trust Agreement, the Town will execute and deliver to a deed of trust trustee (the "Deed of Trust Trustee"), for the benefit of the Trustee, a Deed of Trust and Security Agreement to be dated as of August 1, 2021 (the "Deed of Trust"), granting a first lien of record on the Mortgaged Property, subject to Permitted Encumbrances.

The Bonds shall be dated the date of the Closing, shall mature on the dates and in the amounts, shall bear interest at the rates and shall have the terms (including the redemption provisions) stated in Exhibit F attached hereto.

2. Public Offering. It shall be a condition to the Town's obligation to sell and deliver the Bonds to the Underwriters, and to the obligation of the Underwriters to purchase and accept delivery of the Bonds, that the entire principal amount of the Bonds is sold and delivered by the Town, and accepted and paid for by the Underwriters at the Closing. The Underwriters intend to make a bona fide public offering of all the Bonds at a price or prices not in excess of the initial public offering price or prices set forth in Exhibit F. The Bonds may be offered and sold to certain dealers (including dealers depositing such Bonds into investment trusts or mutual funds) at prices lower than such public offering prices. The Underwriters reserve the right to make such changes in such prices as the Underwriters shall deem necessary in connection with the offering of the Bonds.

3. Establishment of Issue Price for the 2021A Bonds.

(a) The Representative, on behalf of the Underwriters, agrees to assist the Town in establishing the issue price of the 2021A Bonds and shall execute and deliver to the Town at Closing an "issue price" or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Exhibit F, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Representative, the Town and Sanford Holshouser LLP ("Bond Counsel"), to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the 2021A Bonds.

(b) **[Except as otherwise set forth in Exhibit F attached hereto,]** the Town will treat the first price at which 10% of each maturity of the 2021A Bonds (the "10% test") is sold to the public as the issue price of that maturity. At or promptly after the execution of this Bond Purchase Agreement, the Representative shall report to the Town the price or prices at which the Underwriters have sold to the public each maturity of the 2021A Bonds. **[If at that time the 10% test has not been satisfied as to any maturity of the 2021A Bonds, the Representative agrees to promptly report to the Town the prices at which 2021A Bonds of that maturity have been sold by the Underwriters to the public. That reporting obligation shall continue, whether or not the Closing has occurred, until either (i) all 2021A Bonds of that maturity have been sold or (ii) the 10% test has been satisfied as to the 2021A Bonds of that maturity, provided that, the Underwriters' reporting obligation after the Closing may be at reasonable periodic intervals or otherwise upon request of the Representative, the Town or Bond Counsel.]** For purposes of this Section, if 2021A Bonds mature on the same date but have different interest rates, each separate CUSIP number within that maturity will be treated as a separate maturity of the 2021A Bonds.

(c) **[The Representative confirms that the Underwriters have offered the 2021A Bonds to the public on or before the date of this Bond Purchase Agreement**

at the offering price or prices (the "initial offering price"), or at the corresponding yield or yields, set forth in Exhibit F attached hereto, except as otherwise set forth therein. Exhibit F also sets forth, as of the date of this Bond Purchase Agreement, the maturities, if any, of the 2021A Bonds for which the 10% test has not been satisfied and for which the Town and the Representative, on behalf of the Underwriters, agree that the restrictions set forth in the next sentence shall apply, which will allow the Issuer to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the "hold-the-offering-price rule"). So long as the hold-the-offering-price rule remains applicable to any maturity of the 2021A Bonds, the Underwriters will neither offer nor sell unsold 2021A Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

- (1) the close of the fifth (5th) business day after the sale date; or
- (2) the date on which the Underwriters have sold at least 10% of that maturity of the 2021A Bonds to the public at a price that is no higher than the initial offering price to the public.

The Representative will advise the Town promptly after the close of the fifth (5th) business day after the sale date whether it has sold 10% of that maturity of the 2021A Bonds to the public at a price that is no higher than the initial offering price to the public.]

(d) The Representative confirms that:

(i) any agreement among underwriters, any selling group agreement and each third-party distribution agreement (to which the Representative is a party) relating to the initial sale of the 2021A Bonds to the public, together with the related pricing wires, contains or will contain language obligating each Underwriter, each dealer who is a member of the selling group and each broker-dealer that is a party to such third-party distribution agreement, as applicable:

(A)(i) to report the prices at which it sells to the public the unsold 2021A Bonds of each maturity allocated to it, whether or not the Closing has occurred, until either all 2021A Bonds of that maturity allocated to it have been sold or it is notified by the Representative that the 10% test has been satisfied as to the 2021A Bonds of that maturity, provided that, the reporting obligation after the Closing may be at reasonable periodic intervals or otherwise upon request of the Representative, and (ii) to comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Representative and as set forth in the related pricing wires, and

(B) to promptly notify the Representative of any sales of 2021A Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the 2021A Bonds to the public (each term being used as defined below),

(C) to acknowledge that, unless otherwise advised by the Underwriter, dealer or broker-dealer, the Representative shall assume that each order submitted by the Underwriter, dealer or broker-dealer is a sale to the public.

(ii) any agreement among underwriters or selling group agreement relating to

the initial sale of the 2021A Bonds to the public, together with the related pricing wires, contains or will contain language obligating each Underwriter or dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the 2021A Bonds to the public to require each broker-dealer that is a party to such third-party distribution agreement to (A) report the prices at which it sells to the public the unsold 2021A Bonds of each maturity allocated to it, whether or not the Closing has occurred, until either all 2021A Bonds of that maturity allocated to it have been sold or it is notified by the Representative or such Underwriter or dealer that the 10% test has been satisfied as to the 2021A Bonds of that maturity, provided that, the reporting obligation after the Closing may be at reasonable periodic intervals or otherwise upon request of the Representative or such Underwriter or dealer, and (B) comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Representative or the Underwriter or the dealer and as set forth in the related pricing wires.

(e) The Town acknowledges that, in making the representations set forth in this section, the Representative will rely on (i) the agreement of each Underwriter to comply with the requirements for establishing issue price of the 2021A Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the 2021A Bonds, as set forth in an agreement among underwriters and the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the 2021A Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the 2021A Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the 2021A Bonds, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event that an Underwriter or dealer who is a member of the selling group is a party to a third-party distribution agreement that was employed in connection with the initial sale of the 2021A Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the 2021A Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the 2021A Bonds, as set forth in the third-party distribution agreement and the related pricing wires. The Town further acknowledges that each Underwriter shall be solely liable for its failure to comply with its agreement regarding the requirements for establishing issue price of the 2021A Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the 2021A Bonds, and that no Underwriter shall be liable for the failure of any other Underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement, to comply with its corresponding agreement to comply with the requirements for establishing issue price of the 2021A Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the 2021A Bonds.

(f) The Underwriters acknowledge that sales of any 2021A Bonds to any person that is a related party to an underwriter participating in the initial sale of the 2021A Bonds to the public (each such term being used as defined below) shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

(i) "public" means any person other than an underwriter or a related party,

(ii) "underwriter" means (A) any person that agrees pursuant to a written contract with the Town (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the 2021A Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the 2021A Bonds to the public (including a member of a selling group or

a party to a third-party distribution agreement participating in the initial sale of the 2021A Bonds to the public),

(iii) a purchaser of any of the 2021A Bonds is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (A) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(iv) "sale date" means the date of execution of this Bond Purchase Agreement by all parties.

4. Official Statement. The Town hereby ratifies and approves the Preliminary Official Statement dated July __, 2021 (the "Preliminary Official Statement"), and consents to its distribution and use by the Underwriters prior to the date hereof in connection with the public offering and sale of the Bonds. The Town confirms that the Preliminary Official Statement was "deemed final" by the Town as of its date for purposes of Rule 15c2-12 of the United States Securities and Exchange Commission under the Securities Exchange Act of 1934 (the "Rule"). Upon acceptance of this offer, the Town shall prepare a final Official Statement and shall, within the earlier of seven (7) business days following the date hereof or two business days prior to the Closing Date (as hereinafter defined), deliver to the Underwriters an electronic copy of such final Official Statement (such final Official Statement, together with any amendment or supplement thereto, being the "Official Statement"). The Official Statement and the Escrow Agreement, to be dated as of August 1, 2021 (the "Escrow Agreement"), between the Town and U.S. Bank National Association, as escrow agent (the "Escrow Agent") shall be prepared in a word-searchable PDF format and provided to the Underwriters in order for the Underwriters to comply with the Rule and any applicable rules of the Municipal Securities Rulemaking Board (the "MSRB"). The Official Statement shall be provided to the Underwriters no later than one business day prior to the Closing and the Escrow Agreement shall be provided to the Underwriters no later than four business days prior to the Closing in order to enable the Underwriters to comply with MSRB Rule G-32. The Town hereby authorizes and approves the Official Statement and consents to the use and distribution of the Official Statement by the Underwriters in connection with the public offering and sale of the Bonds. At the time of or prior to the Closing, the Underwriters will file, or cause to be filed, the Official Statement with the MSRB. In addition, the Town hereby approves and authorizes the Underwriters to coordinate the printing of the Official Statement and consents to the electronic distribution of the Official Statement.

5. Representations and Warranties of the Town. The Town hereby represents, warrants and covenants that:

(a) The Town is a municipal corporation duly organized and validly existing under the Constitution and laws of the State of North Carolina (the "State"), and is authorized pursuant to the laws of the State, including the Act, and the Approving Resolution to issue the Bonds.

(b) The Town has full legal right, power and authority to (i) adopt the Approving Resolution, (ii) execute, deliver and perform its obligations under this Bond Purchase Agreement, the Trust Agreement, the Bonds, the Escrow Agreement and the Deed of Trust;

(iii) issue and deliver the Bonds to the Underwriters as provided in this Bond Purchase Agreement; (iv) approve and authorize the distribution of the Preliminary Official Statement and the Official Statement; and (v) carry out and consummate all other transactions contemplated by this Bond Purchase Agreement, the Trust Agreement, the Bonds, the Escrow Agreement, the Deed of Trust and the Official Statement.

(c) The Approving Resolution has been duly adopted by the Town, and the Town has duly authorized all necessary action to be taken by the Town for: (i) the offering, issuance, sale, and delivery of the Bonds upon the terms set forth herein and in the Official Statement, (ii) the execution and delivery by the Town of the Bonds, this Bond Purchase Agreement, the Trust Agreement, the Deed of Trust, the Escrow Agreement and the performance of its obligations under the Bonds, this Bond Purchase Agreement, the Trust Agreement, the Deed of Trust, the Escrow Agreement and any and all such other agreements and documents as may be required to be executed, delivered, and received by the Town in order to carry out, give effect to, and consummate the transactions contemplated hereby and by the Official Statement (the Bonds, this Bond Purchase Agreement, the Trust Agreement, the Deed of Trust, the Escrow Agreement and such other agreements and documents being collectively referred to herein as the "Town Documents"), and (iii) the authorization of the use and distribution of the Official Statement.

(d) The Approving Resolution was duly adopted at a meeting of the Town Council of the Town called and held pursuant to law and with all public notice required by law and at which a quorum was present and acting throughout, and is in full force and effect and has not been amended or repealed.

(e) This Bond Purchase Agreement, the Trust Agreement, the Deed of Trust, the Escrow Agreement and any other instrument or agreement to which the Town is a party in connection with the consummation of the transactions contemplated by the foregoing documents, when executed and delivered by the parties thereto, and assuming such documents are enforceable against the parties thereto other than the Town, will constitute legal, valid and binding obligations of the Town (subject, as to the enforcement of remedies, to the valid exercise of judicial discretion, the sovereign police powers of the State and constitutional powers of the United States of America and to any valid applicable bankruptcy, insolvency, moratorium, reorganization or other similar laws affecting the rights of creditors generally and the exercise of judicial discretion in accordance with general principles of equity).

(f) When delivered to and paid for by the Underwriters at the Closing, in accordance with the provisions of this Bond Purchase Agreement, the Bonds will have been duly authorized, executed and delivered by the Town and will constitute legal, valid and binding special obligations of the Town, enforceable in accordance with their terms (subject, as to the enforcement of remedies, to the valid exercise of judicial discretion, the sovereign police powers of the State and constitutional powers of the United States of America and to any valid applicable bankruptcy, insolvency, moratorium, reorganization or other similar laws affecting the rights of creditors generally and the exercise of judicial discretion in accordance with general principles of equity) and will be entitled to the benefits of, and secured as provided in, the Trust Agreement.

(g) The Town has complied, and will at the Closing be in compliance, in all material respects, with the Approving Resolution, the Trust Agreement and the Act and all other agreements relating to the 2021 Bonds undertaken by the Town or with respect to which the Town has assumed responsibility.

(h) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or, to the knowledge of the Town, threatened against or affecting the Town (or, to the knowledge of the Town, any meritorious basis therefor) (i) attempting to limit, enjoin or otherwise restrict or prevent the Town from functioning or contesting or questioning the existence of the Town or the titles of the present officers of the Town to their offices or (ii) wherein an unfavorable decision, ruling or finding would (A) adversely affect the existence or powers of the Town or the validity or enforceability of the Bonds, the Approving Resolution, the Trust Agreement, this Bond Purchase Agreement, the Deed of Trust, the Escrow Agreement or any agreement or instrument to which the Town is a party and which is used or contemplated for use in the consummation of the transactions contemplated hereby including, without limitation, the Town Documents and the Official Statement; or (B) materially adversely affect (1) the transactions contemplated by the Town Documents or the Official Statement, or (2) the exemption of the interest on the Bonds from federal or State income taxation, as applicable.

(i) The Town's adoption of the Approving Resolution, its execution and delivery of the Town Documents and the Bonds, and compliance with the provisions thereof and hereof, do not and will not conflict with or constitute, on the Town's part, a violation of, breach of or default under any material statute, existing law, administrative regulation, filing, decree or order, state or federal, or any provision of the Constitution or laws of the State, or any rule or regulation of the Town, or any material indenture, mortgage, lease, deed of trust, note, resolution, or other agreement or instrument to which the Town, or its properties, are subject or by which the Town, or its properties, are or may be bound or, to the knowledge of the Town, any order, rule or regulation of any regulatory body or court having jurisdiction over the Town or its activities or properties.

(j) The Town is not in default in the payment of the principal of or interest on any of its indebtedness for borrowed money and is not in default in any material respect under any document or instrument under and subject to which any indebtedness for borrowed money has been incurred which default would affect materially and adversely the transactions contemplated by any of the Town Documents. No event has occurred or is continuing under the provisions of any such document or instrument that, with the lapse of time or the giving of notice, or both, would constitute an event of default thereunder, which event of default would affect adversely the transactions contemplated by any of the Town Documents.

(k) The Town is not in material breach of or in default under the Approving Resolution, any applicable law or administrative regulation of the State or the United States, or any applicable judgment or decree, or any loan agreement, note, resolution or other agreement or instrument to which the Town is a party or is otherwise subject, which breach or default would in any way materially adversely affect the authorization or issuance of the Bonds and the transactions contemplated hereby, and no event has occurred and is continuing which, with the passage of time or the giving of notice or both, would constitute such a breach or default.

(l) On and as of the Closing, all authorizations, consents, and approvals of, notices to, registrations or filings with, or actions in respect of any governmental body, agency, or other instrumentality or court required to be obtained, given, or taken on behalf of the Town in connection with the execution, delivery and performance by the Town of the Town Documents, and any other agreement or instrument to which the Town is a party and which has been or will be executed in connection with the consummation of the transactions contemplated by the foregoing documents, will have been obtained, given, or taken and will be in full force and effect.

(m) Any certificate signed by an authorized officer of the Town delivered to the Underwriters shall be deemed a representation and warranty by the Town to the Underwriters as to the truth of the statements made therein.

(n) The Town has and will cooperate with the Underwriters and its counsel in any endeavor to qualify the Bonds for offering and sale under the securities or "Blue Sky" laws of such jurisdictions of the United States as the Underwriters may request; provided, however, that the Town will not be required to execute a general or special consent to service of process or qualify to do business in connection with any qualification or determination in any jurisdiction.

(o) The audited financial statements of the Town as of June 30, 2020, present fairly the Town's financial condition as of such date and the results of its operations for the respective periods set forth therein and have been prepared in accordance with generally accepted accounting principles consistently applied. There has been no material change in the financial affairs of the Town since June 30, 2020, except as disclosed specifically in the Official Statement.

(p) If between the date of this Bond Purchase Agreement and the date 25 days after the "end of the underwriting period" for the Bonds, as defined in the Rule, any event occurs which might or would cause the Official Statement to contain any untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the Town shall promptly provide written notice to the Underwriters thereof, and if, in the opinion of the Town or the Underwriters, such event requires the preparation and publication of a supplement or amendment to the Official Statement, the Town shall at its expense supplement or amend the Official Statement in a form and in a manner approved by the Underwriters. For purposes of this Bond Purchase Agreement, the "end of the underwriting period" shall be deemed to be the Closing Date (as hereinafter defined), unless the Underwriters shall have notified the Town to the contrary on or before the Closing Date.

(q) If the Official Statement is supplemented or amended pursuant to subsection (p) of this Section, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such subsection) at all times subsequent thereto up to and including the Closing Date, the Town shall take all steps necessary to ensure that the Official Statement as so supplemented or amended will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(r) The information in the Preliminary Official Statement (excluding therefrom the information under the captions "INTRODUCTION – Book-Entry-Only", "THE LOCAL GOVERNMENT COMMISSION" and "UNDERWRITING" and in Appendix E, as to which no representations or warranties are made), including its attachments and appendices, at the time of acceptance hereof is correct in all material respects, and such Preliminary Official Statement does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading; and the information in the Official Statement (excluding therefrom the information under the captions "INTRODUCTION – Book-Entry-Only", "THE LOCAL GOVERNMENT COMMISSION" and "UNDERWRITING" and in Appendix E, as to which no representations or warranties are made) as of its date and as of the Closing Date, will be true and correct and will not contain any untrue statement of a material fact or omit to state a material fact required to be stated

therein or necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading.

(s) Between the date hereof and the Closing, the Town shall not, without the prior written consent of the Underwriter, offer or issue in any material amount any bonds, notes or other obligations for borrowed money, or incur any material liabilities, direct or contingent, except in the course of normal business operations of the Town or except for such borrowings as may be described in or contemplated by the Official Statement.

(t) Except as described in the Official Statement, during the last five years, the Town has not failed to materially comply with any previous undertaking relating to continuing disclosure of information pursuant to Rule 15c2-12.

The execution and delivery of this Bond Purchase Agreement by the Town shall constitute a representation by the Town to the Underwriters that the representations, warranties and covenants contained in this Section 5 are true as of the date hereof; provided that no officer of the Town shall be individually liable for the breach of any representation, warranty or covenant made by the Town in this Section 5.

6. Closing. At 10:00 a.m., Eastern Time, on August __, 2021, or at such other time or date as the Town and the Underwriters shall mutually agree upon (the "Closing Date"), the Town shall (a) deliver or cause to be delivered, through the custody of The Depository Trust Company, New York, New York ("DTC"), or at such place as the Town and Underwriters shall mutually agree upon, for the account of the Underwriters, the Bonds duly executed by the Town in fully registered form, bearing proper CUSIP numbers, and registered in the name of Cede & Co., as nominee of DTC, which will act as securities depository for the Bonds; and (b) deliver or cause to be delivered, to the Underwriters at Winston-Salem, North Carolina, or at such other place as the Town and Underwriters may mutually agree upon, the documents described in Section 7(d) hereof. Concurrently with the delivery of the Bonds (which shall be delivered to the Trustee under DTC's FAST program) and the documents mentioned in Section 7(d) hereof at the Closing, subject to the conditions contained herein, the Underwriters will accept such delivery and will pay the purchase price of the Bonds in the amount set forth in Section 1 hereof by wire transfer in immediately available funds to the Trustee for the account of the Town. The Closing shall take place at the offices of the Town.

7. Closing Conditions/Right to Cancel. The Underwriters enter into this Bond Purchase Agreement in reliance upon the Town's representations and agreements herein and the performance by the Town of its obligations hereunder, both as of the date hereof and as of the Closing Date. The Underwriters' obligations under this Bond Purchase Agreement are and shall be subject to the following additional conditions:

(a) At the time of the Closing, the Approving Resolution, the Trust Agreement, the Escrow Agreement and the Deed of Trust shall be in full force and effect and none of the Approving Resolution, the Trust Agreement, the Deed of Trust, the Escrow Agreement or the Official Statement shall have been amended, modified or supplemented, except as may have been approved in writing by the Underwriters, and the Town shall have duly adopted, and there shall be in full force and effect, such other resolutions as, in the opinion of Bond Counsel, shall be necessary in connection with the transactions contemplated hereby.

(b) The Bonds, as set forth in Section 7, shall be delivered to the Trustee to be held by the Trustee under DTC's FAST program.

(c) The Underwriters shall have the right to cancel its obligation to purchase the Bonds

at the time of Closing if any of the documents, certificates or opinions to be delivered to the Underwriters hereunder are not delivered at the time of Closing or if, between the date hereof and the time of Closing, one or more of the following occurs:

(i) Legislation (whether or not yet introduced in Congress of the United States ("Congress")) shall be enacted or be actively considered for enactment by the Congress or recommended to the Congress by the President of the United States or favorably reported for passage to either House of Congress by any committee of such House, or a conference committee of both Houses, to which such legislation had been referred for consideration, or a decision by a federal court of the United States or the United States Tax Court shall be rendered, or an order, ruling, regulation or official statement by or on behalf of the Treasury Department of the United States or the Internal Revenue Service or other governmental agency shall be made or proposed, or a release or official statement made by the President of the United States or by the Treasury Department of the United States or the Internal Revenue Service, with respect to federal taxation upon revenues or other income of the general character to be derived by the Town or upon interest received on obligations of the general character of the Bonds which in the Underwriters' judgment, materially adversely affects the market for the Bonds; or

(ii) Legislation shall hereafter be enacted or actively considered for enactment or introduction, with an effective date on or prior to the Closing, or a decision by a court of the United States shall be rendered or a stop order, ruling, regulation or proposed regulation by or on behalf of the Securities and Exchange Commission or other agency having jurisdiction shall be made, to the effect that the issuance, sale and delivery of the Bonds, or any other obligations of any similar public body of the general character of the Town is in violation of the Securities Act of 1933, as amended, of the Securities Exchange Act of 1934, as amended, or of the Trust Indenture Act of 1939, as amended or with the purpose or effect of otherwise prohibiting the issuance, sale or delivery of the Bonds, as contemplated hereby, or of obligations of the general character of the Bonds; or

(iii) There shall have occurred any outbreak or escalation of hostilities or other national or international calamity or crisis, the effect of such outbreak, calamity or crisis on the financial markets of the United States being such as, in the Underwriters' judgment, would materially adversely affect the market for, or market price of, the Bonds; or

(iv) There shall be in force a general suspension of trading on the New York Stock Exchange or minimum or maximum prices for trading shall have been fixed and be in force, or maximum ranges for prices for securities shall have been required and be in force on the New York Stock Exchange whether by virtue of a determination by that Exchange or by order of the Securities and Exchange Commission or any other governmental authority having jurisdiction; or

(v) A general banking moratorium shall have been declared by federal, State or New York authorities having jurisdiction, and be in force, or a major financial crisis or a material disruption in commercial banking or securities settlement or clearances services shall have occurred such as to make it, in the judgment of the Underwriters, impractical or inadvisable to

proceed with the offering of the Bonds as contemplated in the Official Statement; or

(vi) an event shall occur which makes untrue or incorrect in any material respect, as of the time of such event, any statement or information contained in the Official Statement or which is not reflected in the Official Statement but should be reflected therein in order to make the statements contained therein not misleading in any material respect and requires an amendment of or supplement to the Official Statement and the effect of which, in the judgment of the Underwriters, would materially adversely affect the market for the Bonds or the sale, at the contemplated offering prices (or yields), by the Underwriters of the Bonds; or

(vii) Neither S&P Global Ratings, a business unit of Standard & Poor's Financial Services LLC ("S&P") nor Moody's Investor Service, Inc. shall have taken any action to lower, suspend or withdraw its rating on the Bonds and such action, in the opinion of the Underwriter, would adversely affect the market price or marketability of the Bonds.

(d) At the Closing, the Underwriters shall receive the following documents:

(i) Duly executed or certified copies of each of the Trust Agreement, the Deed of Trust and the Escrow Agreement;

(ii) The approving opinion of Bond Counsel in the form set forth in Appendix D of the Official Statement together with a supplemental opinion substantially in the form attached hereto as Exhibit A, each of which shall be dated the Closing Date;

(iii) The opinion of Ann Anderson, Town Attorney, dated the Closing Date and addressed to the Underwriters and Bond Counsel substantially in the form attached hereto as Exhibit B;

(iv) Opinions of Womble Bond Dickinson (US) LLP, as counsel to the Underwriters, dated the Closing Date and addressed to the Underwriters substantially in the forms attached hereto as Exhibits C and D;

(v) A certificate, dated the Closing Date, of the duly authorized representative(s) or officer(s) of the Town and in form and substance satisfactory to the Underwriter, to the effect that (A) the representations and agreements of the Town herein are true and correct in all material respects as of the date of Closing; (B) there are not pending or, to such officials' knowledge, threatened legal proceedings that will materially adversely affect the transactions contemplated hereby or by the Trust Agreement, or the validity or enforceability of the Bonds, or the security therefor; (C) the financial information relating to the Town provided to the Underwriters presents fairly the financial position of the Town as of the date indicated therein and the results of its operations for the period specified therein and the financial statements from which such information was derived have been prepared in accordance with applicable law with respect to the period involved; (D) since June 30, 2020, there has not been any material adverse change in the financial condition of the Town taken as a whole or no increase in the Town's indebtedness for borrowed money, other than as disclosed in the Official Statement or otherwise disclosed in writing to the Underwriters; (E) there are not pending or, to such officials' knowledge, threatened legal proceedings that will materially adversely affect the transactions contemplated hereby or by the

Trust Agreement, or the validity or enforceability of the Bonds, or the security therefor; (F) the information contained in the Official Statement as of the date of the Official Statement and as of the Closing Date is true and correct in all material respects and did not and does not contain any untrue or misleading statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; and (G) the Town has complied with all agreements and satisfied all the conditions on its part required to be performed or satisfied at or prior to the Closing, other than those specified hereunder that have been waived by the Underwriter;

(vi) A photocopy of the Official Statement;

(vii) One counterpart original of a transcript of all proceedings taken by the Town relating to the authorization and issuance of the Bonds;

(viii) Specimen Bonds;

(xi) A certificate, dated the date of the Closing, of the duly authorized representative(s) or officer(s) of the Town, with a copy of the Approving Resolution attached, to the effect that the Approving Resolution has been duly adopted and remains in full force and effect;

(x) A certificate, dated on or before the closing date, evidencing the property insurance required by the Trust Agreement;

(xi) A title insurance commitment satisfactory to the Underwriters (the "Title Commitment"), relating to the Deed of Trust and naming the Trustee as a beneficiary, together with a certificate of the Town Attorney in a form satisfactory to the Underwriters providing that the Deed of Trust has been recorded and that there are no encumbrances of record that were not present on the Title Commitment;

(xii) Federal tax form 8038-G prepared with respect to the 2021A Bonds and ready for filing;

(xiii) A tax certificate of the Town in form and content reasonably satisfactory to the Underwriter with respect to the 2021A Bonds;

(xiv) Evidence that Moody's and S&P have issued ratings for the Bonds of not less than "____" and "____", respectively;

(xv) Report of _____ verifying the mathematical accuracy of certain computations contained in the schedules provided to them by the Underwriters, which schedules relate to the sufficiency of the maturing principal of and interest on the United States Treasury obligations held in the Escrow Fund (as defined in the Escrow Agreement), together with any other funds deposited in such Escrow Fund, to pay when due, the redemption price of and interest with respect to the Refunded Bonds (as defined in the Official Statement);

(xvi) Opinion of Bond Counsel, dated as of the date of Closing, in form and substance acceptable to the Underwriters that the Refunded Bonds are no longer outstanding;

(xvii) Evidence that the 2015 Agreement (as defined in the Official Statement)

has been prepaid as of the date of issuance of the Bonds; and

(xvii) Such additional legal opinions, certificates, proceedings, instruments and other documents, as the Underwriters or legal counsel to the Underwriters may reasonably request to evidence compliance by the Town with legal requirements relating to the issuance of the Bonds, the truth and accuracy, as of the date of Closing, of all representations contained herein and the due performance or satisfaction by the Town at or prior to the date of Closing of all agreements then to be performed and all conditions then to be satisfied as contemplated under this Bond Purchase Agreement and the Trust Agreement.

If the Town shall be unable to satisfy the conditions to the obligations of the Underwriters contained in this Bond Purchase Agreement or if the obligations of the Underwriters shall be terminated for any reason permitted by this Bond Purchase Agreement, this Bond Purchase Agreement shall terminate and none of the Town or the Underwriters shall have any further obligations hereunder, except that Sections 9 and 10 and the representations and warranties of the Town contained herein (as of the date made) will continue in full force and effect.

8. Survival. All representations, warranties and agreements of the Town set forth in or made pursuant to this Bond Purchase Agreement shall remain operative and in full force and effect, regardless of any investigations made by or on behalf of the Underwriters and shall survive the delivery of and payment for the Bonds.

9. Payment of Expenses. The Town shall pay, out of the proceeds of the Bonds or from its own funds, any expenses incident to the performance of the obligations of the Town or the Underwriters hereunder, including but not limited to: (i) the cost of the preparation, reproduction, printing, distribution, and mailing, of the Official Statement; (ii) the fees and disbursements of Bond Counsel and counsel for the Town; (iii) the fees and disbursements of any experts and counsel retained by the Town or the Underwriter; (iv) fees charged by the rating agencies for the rating of the Bonds; and (v) the cost of qualifying the Bonds under the laws of such jurisdictions as the Underwriters may designate, including filing fees and fees and disbursements of counsel for the Underwriters in connection with such qualification and the preparation of Blue Sky Memoranda.

If the Bonds are not delivered to the Underwriters pursuant to this Bond Purchase Agreement, the Town shall pay all expenses incident to the performance of the Town's and the Underwriters' obligations hereunder as provided in this Section.

The Underwriters shall pay (i) any fees of the MSRB in connection with the issuance of the Bonds, (ii) the cost of obtaining CUSIP number(s) assigned for the Bonds and (iii) **[the fees and expenses of counsel for the Underwriter]**.

10. Indemnification. To the extent permitted by law, the Town agrees to indemnify and hold harmless the Underwriters, the directors, officers, employees and agents of the Underwriters and each person who controls the Underwriters within the meaning of either the Securities Act of 1933, as amended (the "Securities Act") or the Securities Exchange Act of 1934, as amended (the "Exchange Act") against any and all losses, claims, damages or liabilities, joint or several, to which they or any of them may become subject under the Securities Act, the Exchange Act or other Federal or state statutory law or regulation, at common law or otherwise, insofar as such losses, claims, damages or liabilities arise out of or are based upon any untrue statement or alleged untrue statement of a material fact (except statements pertaining to the Underwriters) contained in the Preliminary Official Statement,

the Official Statement (or in any supplement or amendment thereto), or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading (except omissions or alleged omissions pertaining to the Underwriters). This indemnity agreement will be in addition to any liability which the Town may otherwise have.

The Underwriters agree to indemnify and hold harmless the Town, and its officials, directors, officers and employees, and each person who controls the Town within the meaning of either the Securities Act or the Exchange Act, to the same extent as the foregoing indemnity from the Town to the Underwriters, but only with reference to written information furnished by the Underwriters to the Town or information provided by the Underwriters specifically for inclusion in the Preliminary Official Statement or the Official Statement (or in any amendment or supplement thereto).

Promptly after receipt by an indemnified party of notice of the commencement of any action, such indemnified party will, if a claim in respect thereof is to be made against the indemnifying party, notify the indemnifying party in writing of the commencement thereof; but the failure so to notify the indemnifying party (i) will not relieve it from liability unless and to the extent it did not otherwise learn of such action and such failure results in the forfeiture by the indemnifying party of substantial rights and defenses; and (ii) will not, in any event, relieve the indemnifying party from any obligations to any indemnified party other than the indemnification obligation. The indemnifying party shall be entitled to appoint counsel of the indemnifying party's choice at the indemnifying party's expense to represent the indemnified party in any action for which indemnification is sought provided, however, that such counsel shall be satisfactory to the indemnified party. Notwithstanding the indemnifying party's election to appoint counsel to represent the indemnified party in an action, the indemnified party shall have the right to employ separate counsel (including local counsel), and the indemnifying party shall bear the reasonable fees, costs and expenses of such separate counsel if (i) the use of counsel chosen by the indemnifying party to represent the indemnified party would present such counsel with a conflict of interest; (ii) the actual or potential defendants in, or targets of, any such action include both the indemnified party and the indemnifying party and the indemnified party shall have reasonably concluded that there may be legal defenses available to it and/or other indemnified parties which are different from or additional to those available to the indemnifying party; (iii) the indemnifying party shall not have employed counsel satisfactory to the indemnified party to represent the indemnified party within a reasonable time after notice of the institution of such action; or (iv) the indemnifying party shall authorize the indemnified party to employ separate counsel at the expense of the indemnifying party. An indemnifying party will not, without the prior written consent of the indemnified parties, settle or compromise or consent to the entry of any judgment with respect to any pending or threatened claim, action, suit or proceeding in respect of which indemnification or contribution may be sought hereunder (whether or not the indemnified parties are actual or potential parties to such claim or action) unless such settlement, compromise or consent includes an unconditional release of each indemnified party from all liability arising out of such claim, action, suit or proceeding.

In the event that the indemnity provided herein is unavailable or insufficient to hold harmless an indemnified party for any reason the Town and the Underwriters agree to contribute to the aggregate losses, claims, damages and liabilities (including legal or other expenses reasonably incurred in connection with investigating or defending the same) to which the Town and the Underwriters may be subject in such proportion as is appropriate to reflect the relative benefits received by the Town on the one hand and by the Underwriters on the other from the offering. If the allocation provided by the immediately preceding

sentence is unavailable for any reason, the Town and the Underwriters shall contribute in such proportion as is appropriate to reflect not only such relative benefits but also the relative fault of the Town on the one hand and of the Underwriters on the other in connection with the statements or omissions which resulted in such losses, as well as any other relevant equitable considerations. In no case shall the Underwriters be responsible for any amount in excess of the purchase discount or fee applicable to the Bonds purchased by the Underwriters hereunder. Benefits received by the Town shall be deemed to be equal to the total net proceeds from the offering (before deducting expenses) received by it, and benefits received by the Underwriters shall be deemed to be equal to the total purchase discounts and commissions in each case set forth in the Official Statement. Relative fault shall be determined by reference to, among other things, whether any untrue or any alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information provided by the Town on the one hand or the Underwriters on the other, the intent of the parties and their relative knowledge, information and opportunity to correct or prevent such untrue statement or omission. The Town and the Underwriters agree that it would not be just and equitable if contribution were determined by pro rata allocation or any other method of allocation which does not take account of the equitable considerations referred to above. Notwithstanding the provisions of this paragraph no person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. Each person who controls the Underwriters within the meaning of either the Securities Act or the Exchange Act and each director, officer, employee and agent of the Underwriters shall have the same rights to contribution as the Underwriters, and each person who controls the Town within the meaning of either the Securities Act or the Exchange Act and each official, director, officer and employee of the Town shall have the same rights to contribution as the Town, subject in each case to the applicable terms and conditions of this paragraph.

11. Notices. Any notice or other communication to be given to the Town under this Bond Purchase Agreement must be given in writing (not to include facsimile transmission or electronic mail) to the applicable address shown below, and any notice under this Bond Purchase Agreement to the Underwriters may be given by delivering the same in writing to the Underwriters as follows:

Town of Chapel Hill, North Carolina
**[405 Martin Luther King Jr. Boulevard
 Chapel Hill, North Carolina 27514
 Attention: Director of Business Management]**

Robert W. Baird & Co. Incorporated
 380 Knollwood Street, Suite 440
 Winston-Salem, North Carolina 27103
 (Attention: Ryan Maher, Managing Director)

Any communication under this Agreement will be deemed given on the date shown on a United States Postal Service certified mail receipt, or a delivery receipt (or similar evidence) from a national commercial package delivery service.

12. Governing Law. This Bond Purchase Agreement shall be governed by and construed in accordance with the laws of the State.

13. Effectiveness. This Bond Purchase Agreement shall become effective upon the acceptance hereof by the Town.

14. Arm's-Length Transaction. The Town acknowledges and agrees that the purchase and sale of the Bonds pursuant to this Bond Purchase Agreement is an arm's-length commercial transaction between the Town and the Underwriters, acting solely as principal and not as municipal advisor, financial advisor or agent of the Town. The Underwriters have not assumed a financial advisory responsibility in favor of the Town with respect to the offering of the Bonds or the process leading thereto (whether or not the Underwriters, or any affiliate of the Underwriters, have advised or are currently advising the Town on other matters) or any other obligation to the Town except the obligations expressly set forth in this Bond Purchase Agreement, it being the Town's understanding that a financial advisory relationship shall not be deemed to exist when, in the course of acting as an underwriter, a broker, dealer or municipal securities dealer, a person renders advice to an issuer, including advice with respect to the structure, timing, terms and other similar matters concerning a new issue of municipal securities. The Underwriters have provided to the Town prior disclosures regarding its role as underwriter, its compensation, any potential or actual material conflicts of interest, and material financial characteristics and material financial risks associated with the transaction to the extent required by MSRB rules. The Underwriters hereby notify the Town that the Underwriters are not acting as a Municipal Advisor (as defined in Section 15B of the Securities Exchange Act of 1934, as amended), the Underwriters are not an agent of the Town, and the Underwriters do not have a fiduciary duty to the Town in connection with the matters contemplated by this Bond Purchase Agreement. The Town has consulted its own legal, financial, and other advisors to the extent it has deemed appropriate.

15. Miscellaneous. If any provision of this Bond Purchase Agreement shall be held or deemed to be or shall, in fact, be inoperative, invalid or unenforceable as applied in any particular case in any jurisdiction or jurisdictions because it conflicts with any provisions of any constitution, statute, rule or public policy, or any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions of this Bond Purchase Agreement invalid, inoperative or unenforceable to any extent whatever.

This Bond Purchase Agreement may be signed in any number of counterparts, each of which shall be an original, but all of which shall constitute but one and the same instrument.

This Bond Purchase Agreement is made solely for the benefit of and is binding on the Town and the Underwriters (including successors or assigns of the Underwriters) and no other person shall acquire or have any right hereunder or by virtue hereof. It is the entire agreement of the parties, superseding all prior agreements, and may not be modified except in writing signed by both of the parties hereto.

Under this Bond Purchase Agreement, the Underwriters are acting as a principal and not as an agent or fiduciary, and the Underwriters are engaged as independent contractors and not in any other capacity. The Town agrees that it is solely responsible for making its own judgments in connection with the offering of the Bonds regardless of whether the Underwriters have or are currently advising the Town on related or other matters.

16. E-Verify. The Underwriters understand that "E-Verify" is a federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with Section 64-25(5) of the General Statutes of North Carolina, as amended. The Underwriters use E-Verify to verify the work authorization of its employees in accordance with Section 64-26(a) of the General Statutes of North Carolina, as amended. The Underwriters shall require that any subcontractor that it

uses in connection with the performance of its obligations under this Bond Purchase Agreement to certify to such subcontractor's compliance with E-Verify.

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Very truly yours,

ROBERT W. BAIRD & CO. INCORPORATED

WELLS FARGO BANK, NATIONAL ASSOCIATION

**By: ROBERT W. BAIRD & CO.
INCORPORATED,** as Representative

By: _____
Ryan Maher, Managing Director

Approved, accepted and agreed to:

TOWN OF CHAPEL HILL, NORTH CAROLINA

By: _____

EXHIBIT A

[SUPPLEMENTAL OPINION OF BOND COUNSEL]

[Closing]

Robert W. Baird & Co. Incorporated
Winston-Salem, North Carolina

Wells Fargo Bank, National Association
Charlotte, North Carolina

Re: \$_____Town of Chapel Hill, North Carolina Limited Obligation Bonds,
Series 2021A and \$_____Town of Chapel Hill, North Carolina Taxable
Limited Obligation Bonds, Series 2021B

Ladies and Gentlemen:

We have acted as bond counsel to the Town of Chapel Hill, North Carolina (the "Town"), in connection with the execution and delivery of \$_____Town of Chapel Hill, North Carolina Limited Obligation Bonds, Series 2021A and \$_____Town of Chapel Hill, North Carolina Taxable Limited Obligation Bonds, Series 2021B (the "Bonds"), and related transactions. Robert W. Baird & Co. Incorporated and Wells Fargo Bank, National Association, as underwriters (the "Underwriters"), are purchasing the Bonds pursuant to a Bond Purchase Agreement, dated July __, 2021 (the "Bond Purchase Agreement"), between the Town and the Underwriters. All terms used in this opinion as capitalized defined terms and not otherwise defined have the meanings specified for those terms in the Bond Purchase Agreement.

The Town is and has been our only client in this transaction. Our delivering this opinion to you does not create or indicate an attorney-client relationship between our firm and you.

In our capacity as bond counsel, we have today delivered our principal approving opinion (the "Bond Opinion") relating to the legality, validity and enforceability of the Bonds, the tax status of certain interest payments and certain other matters, all as described in the Bond Opinion. In connection with acting as the underwriter for the Bonds, the Underwriters are authorized to rely upon the Bond Opinion to the same extent as if it were addressed to the Underwriters.

We have examined the applicable law and certified copies of proceedings and documents relating to this issuance of the Bonds, and made other examinations and investigations of law, as we have deemed necessary and appropriate as a basis for the opinions expressed below.

In our examination, we have assumed the genuineness of all signatures, the legal capacity of natural persons, the authenticity of all documents submitted to us as originals, the conformity to original documents of all documents submitted to us as copies, and the authenticity of originals of such copies. As to any facts material to this opinion that we did not independently establish or verify, we have relied upon statements and representations of officers and other representatives of the Town and others.

Based on the foregoing, as of today and under existing law, we are of the following opinions:

1. The Town has duly authorized, executed and delivered the Bond Purchase Agreement. Assuming the due authorization, execution and delivery of the Bond Purchase Agreement by the Underwriters, the Bond Purchase Agreement is a legal, valid and binding agreement of the Town enforceable against the Town in accordance with its terms. Our opinions in this paragraph are subject to the effect (a) of bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights, and (b) of general principles of equity, regardless of whether applied in a proceeding in equity or at law.

2. The Town has duly authorized and delivered the Official Statement. The Town has consented to the distribution of the Preliminary Official Statement and the Official Statement in connection with the offering and sale of the Bonds.

3. The information contained in the Official Statement on the cover and under the headings "INTRODUCTION—Security", "—The 2021 Bonds" and "—Additional Bonds" "THE 2021 BONDS," "SECURITY AND SOURCES OF PAYMENT OF 2021 BONDS," and "CONTINUING DISCLOSURE OBLIGATION," and in Appendix C - "SUMMARY OF PRINCIPAL LEGAL DOCUMENTS," to the extent that information purports to summarize certain terms of the Trust Agreement, the Deed of Trust and the Bonds, fairly and accurately summarizes those terms. The statements contained in the Official Statement under the headings "INTRODUCTION—TAX STATUS" and "TAX TREATMENT" present fairly and accurately the matter referred to therein.

4. The Bonds are exempt from registration pursuant to the Securities Act of 1933, as amended, and the Trust Agreement is exempt from qualification as an indenture under the Trust Indenture Act of 1939, as amended.

We have not made any investigation concerning the Town's operations or condition. We express (and have expressed) no opinion as to the Town's ability to provide for payments on the Bonds.

This opinion is based on constitutional and statutory provisions and judicial decisions existing today. We assume no responsibility to update this opinion or take any other action regarding changes in facts, circumstances or the applicable law.

EXHIBIT B

[OPINION OF TOWN ATTORNEY]

[Closing]

Robert W. Baird & Co. Incorporated
Winston-Salem, North Carolina

Wells Fargo Bank, National Association
Charlotte, North Carolina

Re: \$_____Town of Chapel Hill, North Carolina Limited Obligation Bonds,
Series 2021A and \$_____Town of Chapel Hill, North Carolina Taxable
Limited Obligation Bonds, Series 2021B

Ladies and Gentlemen:

We have served as the Town Attorney for the Town of Chapel Hill, North Carolina (the "Town") and have served in such capacity in connection with the execution and delivery on the date hereof of the above-referenced bonds (the "Bonds"). The Bonds are being issued under and pursuant to the terms of a Trust Agreement, dated as of August 1, 2021 (the "Trust Agreement"), between the Town and U.S. Bank National Association, as trustee (the "Trustee"). The Bonds are being purchased on the date hereof by Robert W. Baird & Co. Incorporated and Wells Fargo Bank, National Association (the "Underwriters") pursuant to the terms of a Bond Purchase Agreement, dated July __, 2021 (the "Bond Purchase Agreement"), between the Town and the Underwriters. Capitalized terms used herein and not otherwise defined shall have the meaning given such terms in the Bond Purchase Agreement.

Based upon such examination as we have deemed necessary for the purpose of expressing the opinions set forth below, we are of the opinion, as of the date hereof and under existing law, that:

1. The Town is a municipal corporation duly organized and validly existing under the Constitution and laws of the State of North Carolina.

2. All authorizations, approvals, consents or orders of any governmental entity or any other person, association or corporation required for the valid issuance of the Bonds, the execution or delivery by the Town of the Bond Purchase Agreement, the Trust Agreement, the Escrow Agreement and the Deed of Trust, and any other transactions effected or contemplated thereby have been obtained, except that we express no opinion as to any action required under federal or state securities or blue sky laws in connection with the offering and sale of the Bonds by the Underwriters, or any authorizations, approvals, consents or orders required under the North Carolina Local Government Finance Act.

3. The Town is not in breach of or default under any applicable law or administrative regulation of the State of North Carolina or the United States or any applicable judgment or decree or administrative ruling or any agreement, resolution, certificate or other instrument to which the Town is a party or is otherwise subject, which breach or default would in any way materially adversely affect the transactions contemplated by the Bond Purchase Agreement, the Trust Agreement, the Escrow Agreement or the Deed of Trust and no event has occurred and is continuing which with the passage of time or giving of notice, or both, would constitute such a breach of or default thereunder.

4. The issuance of the Bonds and the execution and delivery of the Bond Purchase Agreement, the Deed of Trust, the Escrow Agreement and the Trust Agreement and compliance with the provisions of each will not conflict with or constitute a violation or breach of or default under any applicable law, rule or regulation of the United States or of the State of North Carolina or of any department, division, agency or instrumentality thereof, or any applicable order, judgment or decree of any court or other governmental agency or body or any bond, note, loan agreement, resolution, certificate, agreement or other instrument to which the Town is a party or by which the Town or its property is bound.

5. There is no action, suit, proceeding, inquiry or investigation at law or in equity before any court, public board or body pending, or to the best of our knowledge, threatened, wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated by the Bond Purchase Agreement or which, in any way, would adversely affect the validity of the Bond Purchase Agreement, the Trust Agreement, the Deed of Trust, the Escrow Agreement, the Bonds or the exemption of interest on the Bonds from taxation as described in the Official Statement.

Based upon information made available to us in the course of our representation of the Town, and without having undertaken to determine independently the accuracy or completeness of the statements contained in the Official Statement, nothing has come to our attention that would lead us to believe that the information contained in the Official Statement under the headings "THE PLAN OF FINANCE," "ESTIMATED SOURCES AND USES OF FUNDS," "AVAILABLE SOURCES FOR PAYMENT," "CERTAIN RISKS OF 2021 BOND OWNERS," "THE TOWN," "LEGAL MATTERS--Litigation" and Appendix A to the Official Statement (excluding in all cases financial and statistical data included or mentioned therein, as to which we express no opinion) contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

Very truly yours,

EXHIBIT C

[OPINION OF UNDERWRITERS' COUNSEL]

[Closing]

Robert W. Baird & Co. Incorporated
Winston-Salem, North Carolina

Wells Fargo Bank, National Association
Charlotte, North Carolina

Re: \$_____Town of Chapel Hill, North Carolina Limited Obligation Bonds,
Series 2021A and \$_____Town of Chapel Hill, North Carolina Taxable
Limited Obligation Bonds, Series 2021B

Ladies and Gentlemen:

We have acted as counsel to you, the Underwriters, in connection with your purchase on the date hereof of the above-referenced bonds (the "Bonds") pursuant to a Bond Purchase Agreement, dated July __, 2021 (the "Bond Purchase Agreement"), among the Town of Chapel Hill, North Carolina (the "Town") and you. Capitalized terms used herein and not otherwise defined shall have the meaning given such terms in the Bond Purchase Agreement.

We have examined such documents and reviewed such questions of law and made such other inquiries as we have considered appropriate for the purpose of this opinion. On the basis of the foregoing, we are of the opinion, as of the date hereof and under existing law, that the Bonds are exempt from registration under the Securities Act of 1933, as amended, and the Trust Agreement is exempt from qualification as an indenture under the Trust Indenture Act of 1939, as amended.

We are not passing upon and do not assume any responsibility for the accuracy, completeness or fairness of any of the statements made in the Official Statement and make no representation that we have independently verified the accuracy, completeness or fairness of any such statements. However, to assist you in your investigation concerning the Official Statement, we have reviewed certain documents and have participated in conferences in which the contents of the Official Statement and related matters were discussed. During the course of our work on this matter, no facts have come to our attention that cause us to believe that the Official Statement (except for any financial and statistical data, forecasts, numbers, estimates, assumptions, expressions of opinion and information concerning The Depository Trust Company and the book-entry system for the Bonds, which we expressly exclude from the scope of this sentence) contains, as of the date hereof, any untrue statement of a material fact or omits to state any material fact necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading. In rendering the advice set forth in this paragraph, we are not rendering any opinion with respect to the validity or tax status of the Bonds. On the date hereof, Sanford Holshouser LLP has rendered its approving legal opinion with respect to such matters and have consented to your reliance thereon. The advice set forth in this paragraph is given assuming the accuracy of such counsel's opinion.

This letter is furnished by us solely for your benefit and may not be relied upon by any other person or entity. We disclaim any obligation to supplement this letter to reflect any

facts or circumstances that may hereafter come to our attention or any changes in the law that may hereafter occur.

EXHIBIT D

[OPINION OF UNDERWRITERS' COUNSEL]

[Closing]

Robert W. Baird & Co. Incorporated
Winston-Salem, North Carolina

Wells Fargo Bank, National Association
Charlotte, North Carolina

Re: \$_____Town of Chapel Hill, North Carolina Limited Obligation Bonds,
Series 2021A and \$_____Town of Chapel Hill, North Carolina Taxable
Limited Obligation Bonds, Series 2021B

Pursuant to a Bond Purchase Agreement, dated July __, 2021 (the "Bond Purchase Agreement"), between the Town of Chapel Hill, North Carolina (the "Town") and you, you are purchasing on the date hereof the above-referenced bonds (the "Bonds"). Capitalized terms used herein shall have the meanings given such terms in the Bond Purchase Agreement.

Pursuant to the Trust Agreement, the Town has undertaken to provide certain annual financial information and operating data relating to the Town and notices of the occurrence of certain events as specified in the Trust Agreement and the Official Statement (the "Undertaking").

The United States Securities and Exchange Commission (the "SEC") has promulgated Rule 15c2-12, as amended ("Rule 15c2-12") under the Securities Exchange Act of 1934, as amended. Rule 15c2-12 requires, among other things, that underwriters of municipal securities determine that the issuer of the municipal securities or an obligated person (as such terms are defined in Rule 15c2-12) have undertaken to provide certain continuing disclosure information specified by Rule 15c2-12 to the Municipal Securities Rulemaking Board at the times and in the manner specified by Rule 15c2-12. The SEC has issued a number of releases (the "SEC Releases") that discuss Rule 15c2-12 and various amendments and proposed amendments thereto and various comments received by the SEC regarding the same. Rule 15c2-12 has also been the subject of commentary and interpretation by various SEC letters to industry participants responding to questions posed to the SEC (the "SEC Interpretation Letters").

Based upon our review of the Undertaking, the Rule Amendments, the SEC Releases and the SEC Interpretation Letters, we are of the opinion that the Undertaking will permit you to comply with clause (b)(5) of Rule 15c2-12 in connection with the primary offering of the Bonds. In rendering the foregoing opinion, we do not express any opinion as to the validity or enforceability of the Undertaking and, with your consent, are assuming such validity and enforceability.

This opinion is furnished by us for your sole benefit in connection with your offering and sale of the Bonds, and no other person or entity may rely upon this opinion without our prior express written consent.

[FORM OF ISSUE PRICE CERTIFICATE]

[To be inserted.]

SCHEDULE A

**SALE PRICES OF THE GENERAL RULE MATURITIES AND INITIAL OFFERING
PRICES OF THE HOLD-THE-OFFERING-PRICE MATURITIES**

(To be attached—"General Rule" and "Hold-the-Offering-Price" Maturities to be delineated in attachment)

SCHEDULE B
PRICING WIRE OR EQUIVALENT COMMUNICATION

(To be attached)

EXHIBIT F

MATURITY SCHEDULE

2021A Bonds

Maturities, Amounts, Interest Rates, Redemption Provisions and Yields of the Bonds

<u>Due December 1</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Initial Public Offering Price</u>	<u>Yield</u>	<u>At Least 10% Sold at Initial Public Offering</u>	<u>Maturities Subject to Hold- the-Offering- Price Rule</u>
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^c Yield to December 1, 20__ call date at 100%.

2021B Bonds

Maturities, Amounts, Interest Rates, Redemption Provisions and Yields of the Bonds

<u>Due December 1</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Initial Public Offering Price</u>	<u>Yield</u>
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Optional Redemption. The 2021 Bonds maturing on or after December 1, 20__ are subject to redemption at the Town's option, in whole or in part on any date on or after December 1, 20__, upon payment of the principal amount to be redeemed plus interest accrued to the redemption date, without any prepayment penalty or premium.

Mandatory Sinking Fund Redemption. The 2021 Bonds maturing on December 1, 20__ are required to be redeemed in part prior to maturity on December 1 in the years and amounts set forth below, at a redemption price equal to 100% of the principal amount thereof plus interest accrued to the redemption date, without any prepayment penalty or premium, as follows:

Year

Amount

*Maturity

S☆H draft of May 16**ESCROW AGREEMENT**

This Escrow Agreement (the "Agreement") is dated as of August 1, 2021, and is between the Town of Chapel Hill, North Carolina (the "Town"), and U.S. Bank National Association (the "Escrow Agent").

RECITALS:

The Town has previously provided for the issuance of \$28,800,000 (original aggregate principal amount) Limited Obligation Bonds, Series 2012 (the "Prior Bonds"). The Town is now providing for the redemption and refunding of some of the outstanding Prior Bonds. Exhibit A specifies the Prior Bonds that are being refunded (the "Refunded Bonds").

The Town will provide for a portion of the proceeds of its \$_____ Taxable Limited Obligation Bonds, Series 2021B (the "2021 Bonds"), to be used for this defeasance and refunding. The Escrow Agent will hold funds for the refunding pursuant to this Agreement and the provisions of a resolution adopted by the Town's governing Town Council on June 23, 2021 (the "2021 Resolution").

Now, therefore, in consideration of the foregoing and of the mutual covenants in this Agreement, the Town and the Escrow Agent agree as follows:

SECTION 1. There is established with the Escrow Agent a special and irrevocable trust fund designated as the "Town of Chapel Hill 2021 Refunding Escrow Fund" (the "Escrow Fund"). The Escrow Agent will hold the Escrow Fund as a trust fund separate and apart from all other funds of the Town or of the Escrow Agent. The Escrow Agent must use the funds on deposit in the Escrow Fund solely for the payment and redemption of the Refunded Bonds and for the other purposes provided for in this Agreement.

SECTION 2. To secure the payment of the principal of and interest on the Refunded Bonds, the Town pledges and sets over to the Escrow Agent the amounts specified in Section 3 for deposit in the Escrow Fund, in trust for the benefit and security of the owners of the Refunded Bonds, subject to the terms and conditions of this Agreement.

SECTION 3. (a) The Escrow Agent acknowledges receipt of the following funds:

From the Town, from the proceeds of the 2021 Bonds	\$_____
From other Town funds	_____

(b) The Town directs the Escrow Agent to apply the funds described in paragraph (a) as shown in the following table, and the Escrow Agent agrees to make this application:

To purchase the securities shown on Exhibit B (the "Escrow Investments")	\$ _____
Held in cash uninvested	_____
For a total of	\$ _____

The Escrow Agent will hold the Escrow Investments and other funds described above in the Escrow Fund. Exhibit C shows the schedule of expected receipts from the Escrow Investments and required disbursements from the Escrow Fund.

SECTION 4. The Town represents and warrants that the Escrow Investments will earn interest and mature in such amounts and at such times as will be sufficient, together with other funds held in the Escrow Fund, to pay the remaining debt service on the Refunded Bonds through the redemption date specified in Exhibit A.

If the moneys in the Escrow Fund are insufficient for the purposes of this Agreement, the Town is responsible for the timely deposit to the credit of the Escrow Fund of such additional amounts as may be required to cure the deficiency. The Escrow Agent will notify the Town of any insufficiency as soon as it knows of the deficiency, but the Escrow Agent is not responsible for the Town's failure to make any deposits. The Escrow Agent will make neither investments nor distributions unless and until the Escrow Agent has collected funds.

SECTION 5. No substitution of the Escrow Investments is permitted.

SECTION 6. The Escrow Agent will collect payments of the principal of and interest on the Escrow Investments on the respective due dates. On each payment date for the Refunded Bonds, the Escrow Agent will transfer sufficient moneys from the amounts available in the Escrow Fund for the payment of the principal and interest due on the Refunded Bonds on that date.

The amounts due on the Refunded Bonds on each remaining payment date are set forth in Exhibit C. The Town consents to the Escrow Agent's reliance on the dates and amounts set forth in Exhibit C.

The Escrow Agent will make these payments to The Depository Trust Company, unless the Town notifies the Escrow Agent in writing that the Refunded Bonds are no longer in book-entry-only form.

If the Refunded Bonds are converted to certificated form, the Town agrees that not later than thirty days prior to the next ensuing interest payment date for the Refunded Bonds, it

will appoint a paying agent for the Refunded Bonds and give the Escrow Agent written notice of this appointment. In that case, the Escrow Agent will make payments to the paying agent appointed by the Town with respect to the Refunded Bonds.

The Escrow Agent will make these payments without regard to whether the owners have presented any of the Refunded Bonds to the Town or otherwise.

If any amounts remain in the Escrow Fund on June 15, 2022, the Escrow Agent will promptly disburse these amounts as the Town may at that time direct.

SECTION 7. The Escrow Investments, moneys representing principal of and interest earned on Escrow Investments, and any other funds on deposit in the Escrow Fund from time to time are hereby made subject to an express lien and trust for the benefit of the owners of the Refunded Bonds until used and applied in accordance with this Agreement.

SECTION 8. The Escrow Agent acknowledges receipt of a certified copy of the 2021 Resolution calling the Refunded Bonds for redemption, and of a copy of the Finance Officer's certificate contemplated by the 2021 Resolution related to the final call for redemption. The Town confirms that it has specifically and irrevocably elected to redeem all of the Refunded Bonds as described on Exhibit A.

The Town irrevocably directs the Escrow Agent to, and the Escrow Agent agrees that it will, promptly after the original execution and delivery of this Escrow Agreement, provide for a notice of refunding in substantially the form of Exhibit D to be posted with the EMMA continuing disclosure system of the Municipal Securities Rulemaking Board (the "MSRB") with respect to the Refunded Bonds.

The Town irrevocably directs the Escrow Agent to, and the Escrow Agent agrees that it will, at least thirty days but not more than sixty days before June 1, 2022, cause a redemption notice substantially in the form of Exhibit E (a) to be sent to The Depository Trust Company both (i) by registered or certified mail, postage prepaid, to Supervisor, Call Notification Department, The Depository Trust Company, 55 Water St., 50th Floor, New York NY 10041-0004, and (ii) by electronic mail to redemptionnotification@dtcc.com, and (b) to be posted with the MSRB's EMMA continuing disclosure system with respect to the Refunded Bonds.

SECTION 9. The Escrow Agent's liability to make the payments required by this Agreement with respect to the Refunded Bonds is limited to the principal of and interest received on the Escrow Investments and the other funds on deposit in the Escrow Fund. The Escrow Agent is not liable for any loss resulting from any investment made pursuant to this Agreement in compliance with the provisions of this Agreement.

This Agreement is between the Town and the Escrow Agent only. The Escrow Agent's duties under this Agreement are only to the Town and the owners of the Refunded Bonds.

The Escrow Agent has no responsibility to the Town or any other person in connection with this Agreement except for those responsibilities specifically provided in this Agreement. The Escrow Agent is not responsible for anything done or omitted to be done by it except with regard to its own negligence, willful misconduct or default in the performance of any obligation imposed on it under this Agreement. The Escrow Agent, except as specifically provided for in

this Agreement, is not a party to, nor is it bound by or need it consider the terms or provisions of, any other agreement or undertaking between the Town and any other person. The Escrow Agent assents to and is to give consideration only to the terms and provisions of this Agreement. Unless specifically provided in this Agreement, the Escrow Agent has no duty to determine or inquire into the happening or occurrence of any event or contingency or the Town's performance or failure of performance with respect to agreements with others. The Escrow Agent's sole duty under this Agreement is to safeguard the Escrow Fund and to dispose of and deliver the same in accordance with this Agreement, as this Agreement constitutes the complete agreement and understanding by all parties to this Escrow Agreement.

If, however, the Escrow Agent is called upon by the terms of this Agreement to determine the occurrence of any event or contingency, the Escrow Agent is obligated to exercise reasonable care and diligence in making the determination. In the event of error in making such a determination, the Escrow Agent will be liable for its own negligence or willful misconduct. In determining the occurrence of any event or contingency, the Escrow Agent may request from the Town or any other person reasonable additional evidence as the Escrow Agent in its reasonable discretion may deem appropriate to determine any fact relating to the event or contingency, and in this connection may inquire and consult with the Town, among others, at any time. The Escrow Agent may consult with legal counsel (including in-house counsel), and the opinion of counsel as to any legal matters will be full and complete authority and protection to the Escrow Agent as to any action taken or omitted by it in good faith and in accordance with that opinion.

The Escrow Agent has the right to petition any court of competent jurisdiction to resolve any dispute arising under this Agreement.

If the Escrow Agent fails to account for any of the investments or funds held under this Agreement, those investments or funds will be and remain the property of the Escrow Fund in trust for the owners of the Refunded Bonds as provided in this Agreement.

The funds and securities received by the Escrow Agent under this Agreement are not a banking deposit by the Town. The Town has no right or title with respect to these funds and securities. The funds and securities received by the Escrow Agent under this Agreement are not subject to checks or drafts drawn by the Town or claims against the Town by any creditor of the Town, other than the owners of the Refunded Bonds.

SECTION 10. The trust created under this Agreement is irrevocable. This Agreement will terminate when the Escrow Agent has made all payments as contemplated by Section 6 and the Escrow Agent has made the final report contemplated by Section 13. The Escrow Agent will thereupon be released and discharged from this Agreement, and the owners of the Refunded Bonds may then look only to the Town for the payment of the Refunded Bonds.

SECTION 11. The Town will pay all necessary and proper fees, compensation and expenses of the Escrow Agent under this Agreement. The Town agrees, to the extent permitted by law, to indemnify the Escrow Agent and hold it harmless against any liability it may incur while acting in good faith in its capacity as Escrow Agent under this Agreement, including, but not limited to, payment of any court costs and reasonable legal fees, costs and expenses. The Town will pay, or provide for the payment of, these costs, from sources other than the Escrow Fund. In no event will any of those costs, charges, expenses, and indemnification give rise to

any claim against the Escrow Fund. The Escrow Agent agrees that it will assert no lien against the Escrow Fund in connection with any payment owed to it.

SECTION 12. The Escrow Agent agrees to perform all the duties and obligations imposed upon it by this Agreement.

The Escrow Agent may resign and thereby become discharged from the duties and obligations created by this Agreement by giving written notice to the Town. This resignation will take effect only upon the Town's appointment of a new escrow agent.

If the Town fails to appoint a successor Escrow Agent within 45 days of notice from the departing Escrow Agent, the departing Escrow Agent may apply to any court of competent jurisdiction to appoint a successor Escrow Agent. The court may thereupon appoint a successor Escrow Agent after such notice, if any, as the court may deem proper.

The Escrow Agent may be removed at any time by an instrument, or concurrent instruments, in writing, executed by the owners of not less than 51% in aggregate principal amount of the unpaid Refunded Bonds, such instruments to be filed with the Town, and notice in writing given by such owners to the Town and (unless all of the owners of the unpaid Refunded Bonds have consented to the removal) sent not less than 60 days before the removal is to take effect.

The Escrow Agent may also be removed at any time for any material breach of trust or for acting or proceeding in material violation of, or for failing to act or proceed in accordance with, any provisions of this Agreement, by any court of competent jurisdiction upon the application of the Town or the owners of not less than 10% in aggregate principal amount of the unpaid Refunded Bonds.

Upon the appointment of any successor escrow agent, the departing Escrow Agent will execute any agreements, assignments and other documents as may be necessary to vest in the successor escrow agent all the title, rights, duties and obligations of the Escrow Agent under this Agreement and in the Escrow Investments and other funds deposited or to be deposited or received by the Escrow Agent under this Agreement, as the Town may reasonably request. Upon acceptance by the successor escrow agent of the responsibilities under this Agreement, all further title, rights, duties and obligations of the departing Escrow Agent under this Agreement cease and are discharged, except for rights or liabilities accrued to or by the Town or the Escrow Agent.

Any company or national banking association into which the Escrow Agent may be merged or converted, or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which the Escrow Agent may be a party, or any company to which the Escrow Agent may sell or transfer all or substantially all of its municipal corporate trust business, will be the successor to the Escrow Agent without the execution or filing of any paper or further act by the successor Escrow Agent.

Upon the taking of office of any successor Escrow Agent, the new Escrow Agent must promptly cause notice of its appointment and contact information (identifying this Agreement) to be posted with the MSRB's EMMA continuing disclosure system with respect to the Refunded Bonds.

SECTION 13. (a) On or before July 15, 2022 the Escrow Agent must send to the Town a complete statement of all transactions concerning the Escrow Fund through the final disbursement of funds from the Escrow Fund as provided for in Section 6. The Town will promptly send a copy of the report to the North Carolina Local Government Commission.

SECTION 14. This Agreement may be amended to (a) correct language or to cure any ambiguity or defective provisions, omission, mistake or manifest error contained in this Agreement, or (b) to provide for the deposit of additional cash or securities in the Escrow Fund. All amendments must be in writing signed by all parties to this Agreement, but no consent of any owners of Refunded Bonds is required.

SECTION 15. (a) The parties intend that North Carolina law will govern this Agreement and all matters of its interpretation.

(b) This Agreement may be executed in several counterparts, all or any of such may be regarded for all purposes as one original and which will constitute and be but one and the same instrument.

(c) All of the Town's representations, covenants and indemnifications in this Agreement will survive this Agreement's termination.

(d) This Agreement will inure to the benefit of and be binding upon the parties and their respective successors and assigns.

(e) The Escrow Agent may act upon any written notice, request, waiver, consent, certificate, receipt, authorization, power of attorney, or other instrument or document which the Escrow Agent in good faith believes to be genuine and to be what it purports to be.

(f) Any notice, authorization, request, or demand required or permitted to be given to the Town or the Escrow Agent under this Agreement must be in writing and will be deemed on the date shown on a certified mail receipt, or a delivery receipt (or similar evidence) from a national commercial package delivery service, if addressed as follows:

to the Town, to

Town of Chapel Hill, North Carolina
 Attention: Finance Officer
 Re: Notice under 2021 refunding bond escrow agreement
 405 Martin Luther King Jr. Blvd.
 Chapel Hill, NC 27514

to the Escrow Agent, to

U.S. Bank National Association
 Attention: Corporate Trust Services
 Regarding: Notice under 2021 Refunding Bond Escrow
 Agreement for Town of Chapel Hill, North Carolina

5540 Centerview Dr., Suite 200
Raleigh, NC 27606

Either party may change its addresses for notices by written notice of the change given under this Agreement.

(g) Whenever under the terms of this Agreement the performance date of any act to be done under this Agreement falls on a day which is not a legal banking day in the State of North Carolina, and upon which the Escrow Agent is not open for business, the performance of that act on the next succeeding business day of the Escrow Agent will be in full compliance with this Agreement. Whenever time is referred to in this Agreement it will be the time recognized by the Escrow Agent (at the office specified in subsection (f) above) in the ordinary conduct of its normal business transactions.

[The remainder of this page has been left blank intentionally.]

IN WITNESS WHEREOF, the parties have each caused this Agreement to be executed by duly authorized officers as of the date first above written.

**Town of Chapel Hill,
North Carolina**

By: _____
Amy Oland
Finance Officer

**U.S. Bank National Association, as Escrow
Agent**

By: _____

Name: _____

Title: _____

[Escrow Agreement dated as of August 1, 2021]

EXHIBIT A
BONDS BEING REDEEMED AND REFUNDED

All of the Prior Bonds maturing on and after June 1, 2022 (2022 through 2027), are refunded. The Bonds maturing on June 1, 2022 are defeased and will be paid in the ordinary course. The Bonds maturing on and after June 1, 2023, will be redeemed on June 1, 2022.

EXHIBIT B
INITIAL ESCROW SECURITIES

Security Description*	Par Amount (\$)	Interest Rate (%)	Maturity Date

* All are United States Treasury Securities – State and Local Series.

EXHIBIT C
OPERATION OF THE ESCROW FUND

<u>Date</u>	<u>Available Cash</u>	<u>Receipts from Escrow Investment</u>	<u>Total Funds Available</u>	<u>Escrow Requirement</u>	<u>Balance after Payment</u>
xxxx*	xxx**				xxx**
12/1/2021	xxx				
6/1/2022				xxxx***	

* Closing date

**Initial cash deposit at closing

*** Includes \$_____ in redeemed principal

EXHIBIT D**REFUNDING NOTICE****Town of Chapel Hill, North Carolina****Chapel Hill Public Facilities Corporation
Limited Obligation Bonds, Series 2012****[dated June 27, 2012; original principal amount \$28,800,000]**

TAKE NOTICE that the **Town of Chapel Hill, North Carolina (the "Town")**, has elected to redeem and will redeem on June 1, 2022, all of the outstanding Bonds of the above-referenced issue that mature on and after June 1, 2023. These Bonds will be redeemed at a redemption price equal to the principal amount thereof. The Bonds maturing June 1, 2022, have been defeased by the Town, and those Bonds and will be paid in the ordinary course.

The CUSIP numbers and other details of the Bonds to be redeemed are as follows:

<u>CUSIP</u>	<u>Maturity Date (June 1)</u>	<u>Principal Amount (\$)</u>	<u>Redemption Price*</u>	<u>Interest Rate (%)</u>
159442 AK8	2022	2,010,000	**	5.00
159442 AL6	2023	2,040,000	100.000	5.00
159442 AM4	2024	1,840,000	100.000	5.00
159442 AN2	2025	1,650,000	100.000	5.00
159442 AP7	2026	355,000	100.000	3.375
159442 AQ5	2027	370,000	100.000	3.50
159442 AR3	2032	2,060,000	100.000	4.00

*As a percentage of par.

**Defeased only, and will be paid in the regular course; not subject to early redemption.

The CUSIP numbers listed above are included solely for the convenience of the Bondowners. Neither the Town nor the Escrow Agent (as identified below) is responsible for the use of the CUSIP numbers, and no representation is made as to their correctness on the securities or as indicated on any redemption notice.

Interest on the Bonds will cease to accrue from and after June 1, 2022.

Payment of the redemption price for the Bonds will be made on presentation and surrender of the Bonds through The Depository Trust Company.

The Town has deposited with the Escrow Agent United States Treasury Obligations sufficient to pay the redemption price in a timely manner.

Additional notice of redemption will be provided to registered owners of the Bonds to be redeemed not less than 30 days prior to the redemption date.

Persons seeking additional information may contact the undersigned Escrow Agent at [telephone number].

U.S. Bank National Association,
as Escrow Agent
Raleigh, North Carolina

EXHIBIT E**REDEMPTION NOTICE****Town of Chapel Hill, North Carolina****Chapel Hill Public Facilities Corporation
Limited Obligation Bonds, Series 2012****[dated June 27, 2012; original principal amount \$28,800,000]**

TAKE NOTICE that the **Town of Chapel Hill, North Carolina (the "Town")**, has elected to redeem and will redeem on June 1, 2022, all of the outstanding Bonds of the above-referenced issue that mature on and after June 1, 2023. These Bonds will be redeemed at a redemption price equal to the principal amount thereof.

The CUSIP numbers and other details of the Bonds to be redeemed are as follows:

<u>CUSIP</u>	<u>Maturity Date (June 1)</u>	<u>Principal Amount (\$)</u>	<u>Redemption Price*</u>	<u>Interest Rate (%)</u>
159442 AL6	2023	2,040,000	100.000	5.00
159442 AM4	2024	1,840,000	100.000	5.00
159442 AN2	2025	1,650,000	100.000	5.00
159442 AP7	2026	355,000	100.000	3.375
159442 AQ5	2027	370,000	100.000	3.50
159442 AR3	2032	2,060,000	100.000	4.00

*As a percentage of par.

The CUSIP numbers listed above are included solely for the convenience of the Bondowners. Neither the Town nor the Escrow Agent (as identified below) is responsible for the use of the CUSIP numbers, and no representation is made as to their correctness on the securities or as indicated on any redemption notice.

Interest on the Bonds will cease to accrue from and after June 1, 2022.

Payment of the redemption price for the Bonds will be made on presentation and surrender of the Bonds through The Depository Trust Company.

The Town has deposited with the Escrow Agent United States Treasury Obligations sufficient to pay the redemption price in a timely manner.

All owners submitting their Bonds must also submit Internal Revenue Service Form W-9. Failure to provide a completed Form W-9 will result in 31% backup withholding to bondowners pursuant to the Interest and Dividend Tax Compliance Act of 1983. Form W-9 may be obtained from the Internal Revenue Service.

Persons seeking additional information may contact the undersigned Escrow Agent at [telephone number].

U.S. Bank National Association,
as Escrow Agent
Raleigh, North Carolina



TOWN OF CHAPEL HILL

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

Item Overview

Item #: 4., File #: [21-0584], Version: 1

Meeting Date: 6/23/2021

Authorize the Town Manager to Execute a Contract for Construction Administration Services for the Estes Drive Bicycle-Pedestrian Improvement Project.

Staff:

Colleen Willger, Director
Bergen Watterson, Transportation Planning Manager

Department:

Planning

Overview: The purpose of this item is to recommend that the Council authorize the Town Manager to execute a contract with SEPI, Inc. for construction administration (CEI) services for the Estes Drive Bicycle-Pedestrian Improvements project. The scope of work for this contract includes daily oversight, administration, and inspection services of the Estes Drive construction.



Recommendation(s):

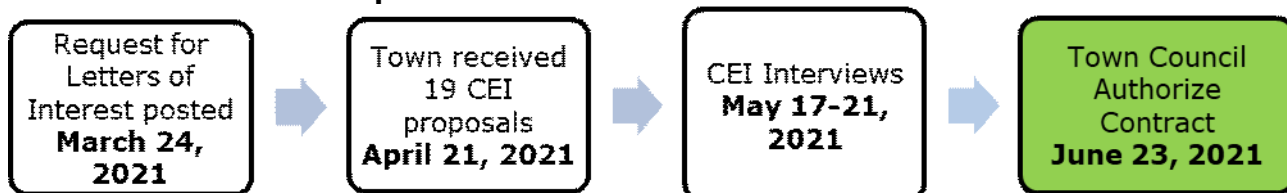
That the Council adopt the attached resolution authorizing the Town Manager to execute a contract with SEPI, Inc. in an amount of \$499,005.16.

Key Issues:

- The Estes Drive Bicycle-Pedestrian Improvement project is expected to last between 12 and 18 months.
- The project has a number of challenges, including traffic control, utility relocation, and impacts to school drop-off and pick-up.
- The project is funded with 80% federal funds, which require the Town and contractor to follow strict requirements and protocols throughout the duration of construction in order to receive full reimbursement.
- The Town does not have sufficient resources or expertise to oversee the construction of this project and ensure that every requirement is followed to ensure full reimbursement.
- Town staff and NCDOT reviewed 19 proposals from CEI firms, interviewed three, and determined that SEPI, Inc. will provide the best services.
- The final contract award is contingent on NCDOT concurrence with the fee and scope proposal, which is expected by the end of June.

Fiscal Impact/Resources: The funds for this contract are part of the construction of the Estes Drive Bicycle-Pedestrian Improvement project and will be reimbursed at 80%.

Where is this item in its process?



Attachments:

- Resolution

A RESOLUTION AUTHORIZING THE TOWN MANAGER TO EXECUTE A CONTRACT WITH SEPI, INC. IN AN AMOUNT OF \$499,005.16 FOR CONSTRUCTION ADMINISTRATION SERVICES FOR THE ESTES DRIVE BICYCLE-PEDESTRIAN IMPROVEMENT PROJECT (2021-06-23/R-3)

WHEREAS, the Town of Chapel Hill solicited letters of interest for Construction Administration Services for the Estes Drive Bicycle-Pedestrian Improvement project on the Town website on March 24, 2021; and

WHEREAS, Town staff received and reviewed nineteen proposals; and

WHEREAS, staff interviewed three CEI firms and determined that SEPI, Inc. was the best qualified to meet the needs of the Town and the project.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Town of Chapel Hill that the Council authorizes the Town Manager to execute a contract with SEPI, Inc. for Construction Administration Services in an amount of \$499,005.16.

This the 23rd day of June, 2021.

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 to execute a contract with SEPI, Inc. in an amount of \$499,005.16.



TOWN OF CHAPEL HILL

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

Item Overview

Item #: 5., File #: [21-0585], Version: 1

Meeting Date: 6/23/2021

Award a Bid for the Road Reconstruction of Country Club Road.

Staff:

Lance Norris, Director
Mike Wright, Streets & Construction Superintendent

Department:

Public Works

Overview: The purpose of this item is to recommend that the Council award a bid to Turner Asphalt GC, LLC for the road reconstruction of Country Club Road.



Recommendation(s):

That the Council:

- adopt the attached resolution awarding a bid and authorizing the Town Manager to execute a contract with the lowest responsive, responsible bidder, Turner Asphalt GC, LLC, in an amount of \$584,289; and
- authorize the Town Manager to approve change orders as necessary provided that the contract cost remains within the amount budgeted of \$643,515; and
- authorize the Town Manager to extend the base bid contract twice at the same base unit price by a one-year contract addendum if mutually agreeable to both parties (Town of Chapel Hill and the Contractor). (Unit prices for the bid alternates can be resubmitted with each contract extension addendum.)

Key Issues:

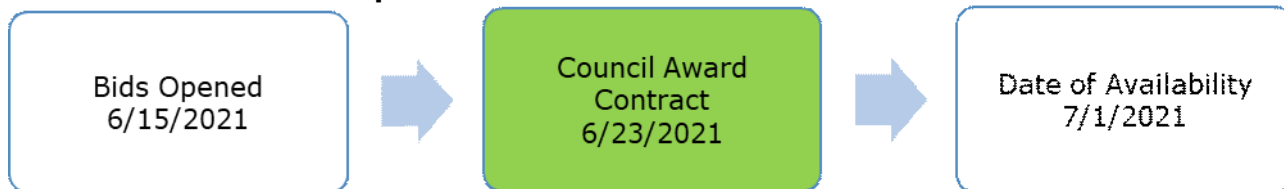
- A third-party contractor conducts a Pavement Condition Survey every other year to evaluate the condition of Town-maintained paved streets. To prioritize and select streets for resurfacing, staff considers the pavement condition rating from the survey along with the use of the street for multiple modes of travel.
- Country Club Road was rated "Very Poor" in the Town's most recent Pavement Condition Survey.
- As part of our review process, Public Works distributed an extended list of streets under consideration for resurfacing to internal staff including the Bicycle and Pedestrian Champion's Team, and external entities including local utility companies.
- In September 2020, the Transportation and Connectivity Advisory Board (TCAB) received a tentative street resurfacing plan based on the annual operating budget allocation. The TCAB recommended that Town Council dedicate funds to improve the overall conditions of Town-maintained streets and sidewalks.
- The Town solicited formal bids for road reconstruction on the Town website on May 17, 2021 and received two bids on June 4, 2021. In accordance with N.C.G.S. 143-132, the Town re-advertised the project. On June 15, 2021, the Town received one bid.
- The Town determined Turner Asphalt, Inc. to be the lowest responsive, responsible bidder.
- This bid included two alternates:
 - Alternate #1 - Thermo-Plastic Pavement Markings. This bid alternate is included in the contract amount and will be covered by the project budget.
 - Alternate #2 - Traffic Light Loop Installation. This bid alternate is included in the contract amount and will be covered by the project budget.
- The Town's Emergency Management and Communications and Public Affairs Department will work

with other Town staff to provide updates on street resurfacing and reconstruction projects in coordination with other major construction projects in Town. Information on project progress will be available to the public on the [Getting Around Chapel Hill webpage](https://www.townofchapelhill.org/residents/transportation/getting-around-chapel-hill) [<https://www.townofchapelhill.org/residents/transportation/getting-around-chapel-hill>](https://www.townofchapelhill.org/residents/transportation/getting-around-chapel-hill).

- Town staff will provide letters giving at least two weeks' notice of construction to residences and businesses on the streets scheduled for resurfacing. Traffic control signs will be placed on the road at least 48 hours and no more than 96 hours in advance of construction.

Fiscal Impact/Resources: This project will be funded from the FY22 operating budget for street resurfacing, and a \$75,000 contribution from UNC.

Where is this item in its process?



Attachments:

- Resolution
- Transportation and Connectivity Advisory Board Recommendation

A RESOLUTION AUTHORIZING THE TOWN MANAGER TO EXECUTE A CONTRACT WITH TURNER ASPHALT GC, LLC IN AN AMOUNT OF \$584,289 FOR COUNTRY CLUB ROAD RECONSTRUCTION (2021-06-23/R-4)

WHEREAS, the Town of Chapel Hill solicited formal bids for Country Club Road reconstruction on the Town website on May 17, 2021 in accordance with G.S. 143-129; and

WHEREAS, one bids was received on June 15, 2021; and

WHEREAS, the responsive bid was evaluated and Turner Asphalt GC, LLC was determined to be the lowest responsive, responsible bidder; and

WHEREAS, the bid permits an increase or decrease of up to 25% in the scope of work.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Town of Chapel Hill that the Council authorizes the Town Manager to execute a contract with the lowest responsive, responsible bidder, Turner Asphalt GC, LLC, in an amount of \$584,289.

BE IT FURTHER RESOLVED that the Town Manager is authorized to approve change orders as necessary provided that the contract cost remains within the amount budgeted of \$643,515.

BE IT FURTHER RESOLVED that the Town Manager is authorized to extend the base bid contract twice at the same base unit price by a one-year contract addendum if mutually agreeable to the Town and Turner Asphalt GC, LLC.

This the 23rd day of June, 2021.

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 execution of a contract with Turner Asphalt GC, LLC to provide street resurfacing services.

TRANSPORTATION AND CONNECTIVITY ADVISORY BOARD

To assist the Chapel Hill Town Council in creating an inclusive connected community by recommending, advocating and planning for comprehensive, safe, effective and sustainable multi-modal transportation and connectivity

RECOMMENDATION 5-Year Resurface Plan (FY21-FY25) September 22, 2020

Recommendation: **Approved** ☒ **Approval with Conditions** ☐ **Denied** ☐

Motion: Rudy Juliano moved and Vice-Chair Susanne Kjemtrup-Lovelace seconded to recommend that Town Council dedicate funds to improve the overall conditions of town maintained streets and sidewalks.

Vote: 7-0

Ayes: **Jason Merrill (Chair), Susanne Kjemtrup-Lovelace (Vice-Chair), Eric Allman, David Hallen, Brian Hageman, Rudy Juliano and Heather Brutz**

Nays:

Prepared by: Jason Merrill, Chair, Transportation and Connectivity Advisory Board
Jomar Pastorelle, Transportation Planner I



TOWN OF CHAPEL HILL

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

Item Overview

Item #: 6., File #: [21-0586], Version: 1

Meeting Date: 6/23/2021

Incorporate the Climate Action and Response Plan as a Component of the Town's Comprehensive Plan.

Staff:

Maurice Jones, Town Manager
Mary Jane Nirdlinger, Deputy Town Manager
John Richardson, Community Resilience Officer

Department:

Manager's Office

Overview: On April 7, 2021, the Town Council adopted the [Climate Action and Response Plan](https://www.sustainchapelhill.org/featured/2020/2/18/climate-action-and-response-plan) <<https://www.sustainchapelhill.org/featured/2020/2/18/climate-action-and-response-plan>> and asked staff to return with the option to consider adding the plan as a component of the Town's [Comprehensive Plan](https://www.townofchapelhill.org/government/departments-services/chapel-hill-2020) <<https://www.townofchapelhill.org/government/departments-services/chapel-hill-2020>> (*Chapel Hill 2020*). On [June 9, 2021](https://chapelhill.legistar.com/LegislationDetail.aspx?ID=4976427&GUID=74DC3338-E518-42DA-B768-803257DD978F&Options=&Search=>) <<https://chapelhill.legistar.com/LegislationDetail.aspx?ID=4976427&GUID=74DC3338-E518-42DA-B768-803257DD978F&Options=&Search=>>>, the Town Council opened a legislative hearing to receive public comment. The Town must adopt the Climate Action and Response Plan as part of *Chapel Hill 2020* in order to use the plan as the basis for voluntary conditions in proposed conditional zoning districts.

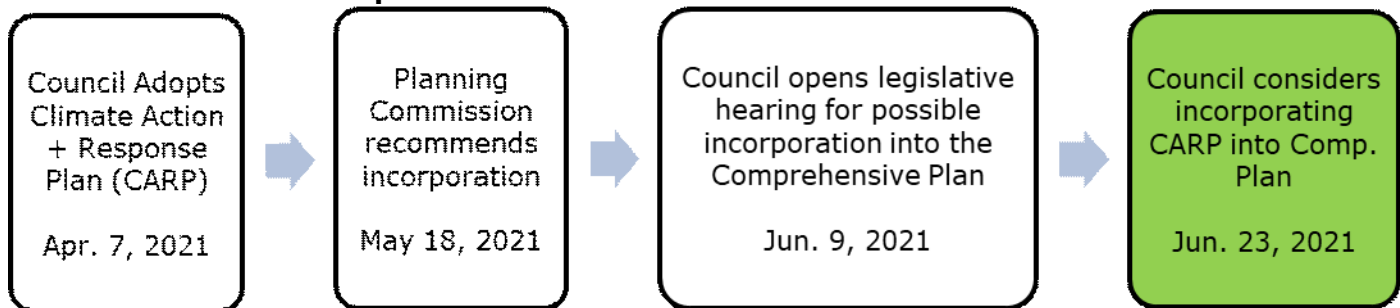


Recommendation(s):

That the Council adopt the attached resolution to update the Town's Comprehensive Plan by adding the Climate Action and Response Plan as a component.

Fiscal Impact/Resources: There are no fiscal impacts associated with this item.

Where is this item in its process?



Attachments:

- Resolution
- Staff Report

A RESOLUTION TO INCORPORATE THE CLIMATE ACTION AND RESPONSE PLAN AS A COMPONENT OF THE TOWN'S COMPREHENSIVE PLAN (2021-06-23/R-5)

WHEREAS, the Town adopted the Chapel Hill 2020 Comprehensive Plan in June of 2012 and a major goal of that plan is to improve community sustainability; and

WHEREAS, the Town adopted the Climate Action and Response Plan on April 7, 2021 and asked staff to return with the option of adding the plan as a component of the Town's Comprehensive Plan; and

WHEREAS, adopting the Climate Action and Response Plan as part of the Chapel Hill 2020 Comprehensive Plan is necessary in order to use the plan as the basis for voluntary conditions in proposed conditional zoning districts; and

WHEREAS, taking this action would be consistent with previous Council decisions to incorporate other Town plans into the Comprehensive Plan, specifically those for parks, greenways, mobility, stormwater, cultural arts and most recently, future land use.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Town of Chapel Hill that the Council adopts the April 7, 2021 Climate Action and Response Plan as a component of the Chapel Hill 2020 Comprehensive Plan.

This the 23rd day of June, 2021.

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

By adopting the resolution, the Council would incorporate the Climate Action and Response Plan into the Town's Comprehensive Plan, thereby allowing the Council to use the plan as the basis for voluntary conditions in proposed conditional zoning districts.

Staff Report

This report, previously issued for the June 9 Legislative Hearing, was updated by staff from the Manager's Office on June 15, 2021.

This report provides details about the process and what it would mean for the Council to officially include the Climate Action and Response Plan (a policy document) as a component within the Town's Comprehensive Plan (*Chapel Hill 2020*).

1. Purpose
2. Process
3. Public Comments
4. Examples of Development Conditions

1. Purpose

The main reasons for the Council to officially incorporate the Climate Action and Response Plan into the Town's Comprehensive Plan are to:

- Recognize the Climate Action and Response Plan as part of the Town's local land use goals, policies, and programs as it relates to new Chapter 160D of the North Carolina General Statutes, which combines existing city- and county-enabling statutes for development regulations into a single chapter; and
- Use the Climate Action and Response Plan as the basis for site-specific conditions in a conditional zoning district.*

* Under 160D, conditions and site-specific standards imposed in a conditional zoning district are limited to those that address conformance of the proposed development to Town ordinances and the officially adopted comprehensive plan as well as impacts reasonably expected to be generated by the proposed development. Therefore, adoption of the Climate Action and Response Plan as part of *Chapel Hill 2020* is necessary to use the plan as the basis for voluntary conditions in proposed conditional zoning districts.

2. Process

Pursuant to 160D -703 (b), in order for the Council to officially incorporate the Climate Action and Response Plan into the Town's Comprehensive Plan, the following steps must be taken:

1. The Planning Commission must provide a recommendation to Council
2. The Town must publish a notice of the public hearing in a newspaper of general circulation for two consecutive weeks prior to the hearing
3. The Council must open and hold a public hearing
4. The Council must allow up to 24 hours after the virtual public hearing for any additional public comments.

The schedule for the process described above is as follows:

May 16	June 9 Hearing Notice runs in the Herald Sun ✓
May 18	Planning Commission generates a recommendation ✓
May 23	June 9 Hearing Notice runs in the Herald Sun ✓
June 9	Council Legislative Hearing ✓
June 23	Council Business Meeting (possible action)

On May 18th, the Planning Commission voted unanimously to recommend that the Council incorporate the Climate Action and Response Plan into the Town's Comprehensive Plan. At their regular business meeting on May 20th, the Environmental Stewardship Advisory Board (ESAB) also unanimously provided the same recommendation to Council.

3. Public Comments

On June 9th, the Council opened a legislative hearing to take public comment on the proposal to incorporate the Climate Action and Response Plan into the Town's Comprehensive Plan. No comments were received.

4. Examples of Development Conditions

As noted above, adding the Climate Action and Response as a component of the Town's Comprehensive Plan would allow the Town to cite climate-related goals, targets, and strategies as the basis for possible voluntary conditions, agreed to by developers, as part of the Town Council's approval of Conditional Zoning Districts under the development review process.

Examples* of possible development conditions include:

- EV charging

The project will include EV charging stations for 3% of all parking spaces and will size and install electrical capacity and conduit for at least 20% of all parking spaces.

- Bus Rapid Transit (BRT)

The project will provide 20% of the cost to construct a solar-powered bus station and related site features in accordance with all Transit and Community Arts and Culture design specifications as part of the Town's North-South Bus Rapid Transit project

- Green building

The project will design all buildings to achieve net-zero carbon emissions. The applicant will provide pre- and post-construction energy models, sealed by an

energy engineer, that demonstrate the expected performance for each building, including any on- or off-site renewable energy systems or renewable energy purchases that will be used to achieve net-zero carbon emissions.

*Each example above is also somewhat dependent on project size, site conditions, and service impacts.



TOWN OF CHAPEL HILL

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

Item Overview

Item #: 7., File #: [21-0587], Version: 1

Meeting Date: 6/23/2021

Close an Unimproved and Unpaved Portion of Mitchell Lane Public Right-of-Way.

Staff:

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

Department:

Public Works

Overview: The owner of 502 Gomains Avenue has requested that an unimproved and unpaved portion of Mitchell Lane public right-of-way (ROW) be closed. This ROW is approximately 10 feet wide and 90 feet long. It is located at the north side of Mitchell Lane's intersection with Gomains Avenue. The house located at 502 Gomains Avenue sits partially within the ROW.

The public ROW continues 60 feet north of the portion of ROW requested to be closed, so it would be isolated by the requested closure; therefore, Town staff recommend closing this additional 60 feet of public ROW as part of this request.

This process followed the two requirements of North Carolina General Statute Sec. 160A-299:

- Council adopted a resolution declaring its intent to close the public right-of-way and to call a public hearing. The public hearing was held [June 9, 2021](https://chapelhill.legistar.com/LegislationDetail.aspx?ID=4976429&GUID=25F21E50-1B9B-4DB2-)
<https://chapelhill.legistar.com/LegislationDetail.aspx?ID=4976429&GUID=25F21E50-1B9B-4DB2->
- All publication and posting requirements of this statute have been met.



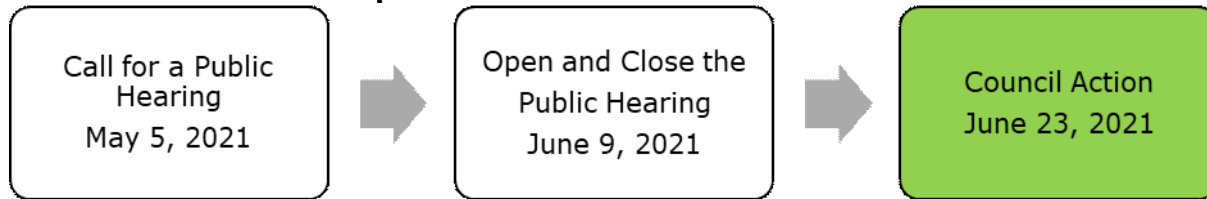
Recommendation(s):

That the Council adopt a resolution closing an unimproved and unpaved portion of Mitchell Lane Public Right-of-Way.

Fiscal Impact/Resources: Impacts to future investments are unknown.

Key Issues:

- The Town owns the property adjacent to the east of 502 Gomains Avenue and the subject ROW. As there is no use for this ROW, staff recommends giving this portion of the ROW to the owner of 502 Gomains Avenue.
- The Town-owned property northeast of 502 Gomains Avenue and adjacent to the subject ROW will be re-combined with the Town-owned property adjacent to 502 Gomains Avenue.
- Town staff confirmed with the property owner of 502 Edwards Drive that they are interested in receiving up to half of the ROW adjacent to the Town property northeast of 502 Gomains Avenue.

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

- Resolution
- Closure Request Email from Adam Zinn
- Exhibit of Requested Mitchell Lane Right-of-Way Closure
- NC Statute 160A-299

A RESOLUTION TO APPROVE A REQUEST TO CLOSE AN UNIMPROVED AND UNPAVED PORTION OF MITCHELL LANE PUBLIC RIGHT-OF-WAY (2021-06-23/R-6)

WHEREAS, the Town of Chapel Hill has received a request from Mr. Adam Zinn, the property owner of 502 Gomains Avenue, to close an unimproved and unpaved portion of Mitchell Lane public right-of-way (ROW); and

WHEREAS, there is no use to the Town for the subject portion of the Mitchell Lane public right-of-way; and

WHEREAS, The Town-owned property northeast of 502 Gomains Avenue and adjacent to the subject ROW will be re-combined with the Town-owned property adjacent to 502 Gomains Avenue; and

WHEREAS, the property owner of 502 Edwards Drive (to the north of 502 Gomains Avenue) is interested in receiving up to half of the subject ROW per NCGS Sec. 160A-299; and

WHEREAS, the Council finds, upon review of the facts and of information received at the Public Hearing on June 9, 2021 <<https://chapelhill.legistar.com/LegislationDetail.aspx?ID=4976429&GUID=25F21E50-1B9B-4DB2-9253-B9CEBC898A29&Options=&Search=>>> that closing an unused and unimproved portion of the Mitchell Lane public right-of-way would not be contrary to the public interest and that no individual owning property in the vicinity of the proposed closures would be deprived of reasonable means of ingress and egress to his or her property by the closing of said right-of-way.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Town of Chapel Hill that the Council hereby approves the closure of an unimproved and unpaved portion of Mitchell Lane public right-of-way as described in the "Closure Request Email from Adam Zinn with Exhibit of Requested Mitchell Lane Right-of-Way Closure" and as recommended by Town staff.

This the 23rd day of June, 2021.

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

By adopting the resolution, the Council closes an unimproved and unpaved portion of public right-of-way on Mitchell Lane.

Christina Strauch

From: adam@zinncompanies.com
Sent: Monday, March 8, 2021 5:46 PM
To: Chris Roberts; steve@freeholdlandsurveys.com
Cc: Judy Johnson
Subject: FW: J25738-2021-02-05_prelim plat (003) jj edits.pdf
Attachments: J25738-2021-02-05_prelim plat (003) jj edits.pdf; 160A-299.pdf

External email: Don't click links or attachments from unknown senders. To check or report forward to reportspam@townofchapelhill.org

Hi Chris – we are requesting that the section of Mitchell Lane be abandoned. See plat.

Steve – see the note from Judy Johnson below and the mark up on the plat regarding recombining the CH properties. Also, please extend the eastern 502 Gomains lot line so that the house fits on the lot (removing the abandoned lot line). And finally, CH wants to tidy up the ROW lot line (for 502 Gomains) on Gomains/Caldwell so that it is a foot behind the sidewalk.

Please let me know if you have questions.

Thanks.

Adam Zinn
 301 Montclair Way
 Chapel Hill, NC 27516
 (919) 422-6477
 adam@zinncompanies.com

From: Judy Johnson <jjohnson@townofchapelhill.org>
Sent: Monday, March 8, 2021 5:27 PM
To: adam@zinncompanies.com
Cc: Chris Roberts <croberts@townofchapelhill.org>
Subject: J25738-2021-02-05_prelim plat (003) jj edits.pdf

Adam

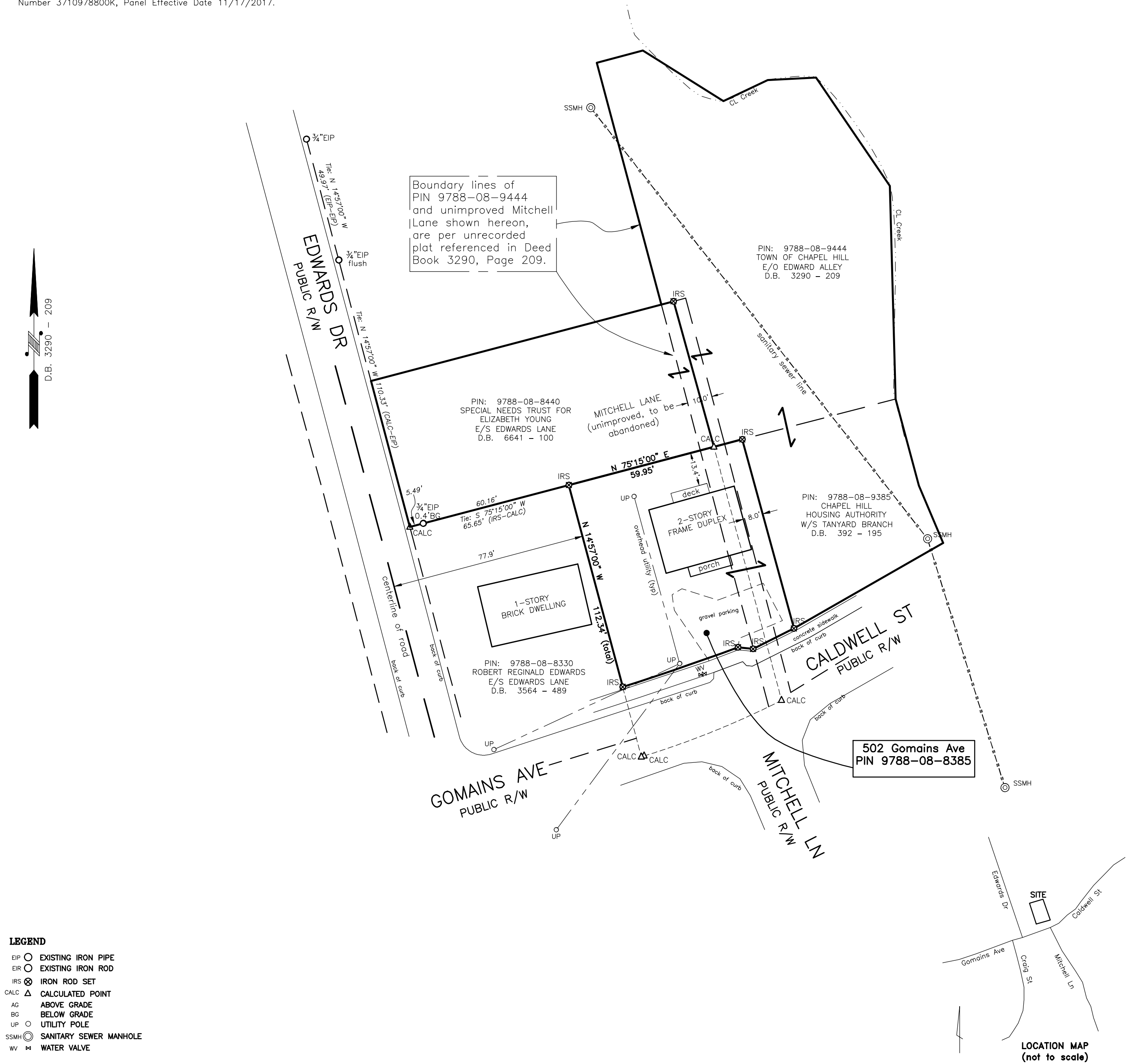
Sorry I'm late!

I've highlighted the attached plat showing how the Town would propose the change to the property lines. I've also attached the state law which outlines the legal requirements for abandoning right-of-way. Please send an email to Chris Roberts (copied on this email) requesting that the section of Mitchell Lane be abandoned.

Judy

Notes

- 1) This survey was performed without the benefit of a title report. This survey is subject to any facts and easements which may be disclosed by a full and accurate title search.
- 2) This property is not a flood hazard zone per FIRM panel 9788, Map Number 3710978800K, Panel Effective Date 11/17/2017.



I CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK 6685, PAGE 2211); THAT THE BOUNDARIES NOT SURVEYED ARE INDICATED AS DRAWN FROM SOURCES NOTED HEREON; THAT THE RATIO OF PRECISION IS 1:10,000 OR BETTER; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED.

- I FURTHER CERTIFY:
- A. THAT THE SURVEY CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND;
- B. THAT THE SURVEY IS LOCATED IN A PORTION OF A COUNTY OR MUNICIPALITY THAT IS UNREGULATED AS TO AN ORDINANCE THAT REGULATES PARCELS OF LAND;
- C. ANY ONE OF THE FOLLOWING:
1. THAT THE SURVEY IS OF AN EXISTING PARCEL OR PARCELS OF LAND OR ONE OR MORE EXISTING EASEMENTS AND DOES NOT CREATE A NEW STREET OR CHANGE AN EXISTING STREET;
2. THAT THE SURVEY IS OF AN EXISTING FEATURE, SUCH AS A BUILDING OR OTHER STRUCTURE, OR NATURAL FEATURE, SUCH AS A WATERCOURSE;
3. THAT THE SURVEY IS A CONTROL SURVEY; OR;
4. THAT THE SURVEY IS OF A PROPOSED EASEMENT FOR A PUBLIC UTILITY AS DEFINED IN G.S. 62-3.
- D. THAT THE SURVEY IS OF ANOTHER CATEGORY, SUCH AS THE RECOMBINATION OF EXISTING PARCELS, A COURT-ORDERED SURVEY, OR OTHER EXCEPTION TO THE DEFINITION OF SUBDIVISION;
- E. THAT THE INFORMATION AVAILABLE TO THE SURVEYOR IS SUCH THAT THE SURVEYOR IS UNABLE TO MAKE A DETERMINATION TO THE BEST OF THE SURVEYOR'S PROFESSIONAL ABILITY AS TO PROVISIONS CONTAINED IN (A) THROUGH (D) ABOVE.

WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER, AND SEAL THIS ____ DAY OF _____, 2021.

STEPHEN M. HALLSTROM PROFESSIONAL LAND SURVEYOR L-5083

PRELIMINARY PLAT – NOT FOR RECORDATION, CONVEYANCES OR SALES

PRELIM ROW CLOSURE & RECOMBINATION EXHIBIT

Jeffrey Tate, Chapel Hill Housing Authority, Town of Chapel Hill, & Special Needs Trust for Elizabeth Young

PROPERTY ADDRESS: 502 GOMAINS AVENUE

PIN REFERENCE: 9788-08-8385
DEED REFERENCE: 6685 - 2211

OWNER'S ADDRESS

JEFFREY TATE
104 APPLE STREET
CHAPEL HILL, NC 27514

CHAPEL HILL TOWNSHIP
ORANGE COUNTY
NORTH CAROLINA

SCALE: 1" = 30' PRELIM PLAT: JUNE 9, 2021, 2021



§ 160A-299. Procedure for permanently closing streets and alleys.

(a) When a city proposes to permanently close any street or public alley, the council shall first adopt a resolution declaring its intent to close the street or alley and calling a public hearing on the question. The resolution shall be published once a week for four successive weeks prior to the hearing, a copy thereof shall be sent by registered or certified mail to all owners of property adjoining the street or alley as shown on the county tax records, and a notice of the closing and public hearing shall be prominently posted in at least two places along the street or alley. If the street or alley is under the authority and control of the Department of Transportation, a copy of the resolution shall be mailed to the Department of Transportation. At the hearing, any person may be heard on the question of whether or not the closing would be detrimental to the public interest, or the property rights of any individual. If it appears to the satisfaction of the council after the hearing that closing the street or alley is not contrary to the public interest, and that no individual owning property in the vicinity of the street or alley or in the subdivision in which it is located would thereby be deprived of reasonable means of ingress and egress to his property, the council may adopt an order closing the street or alley. A certified copy of the order (or judgment of the court) shall be filed in the office of the register of deeds of the county in which the street, or any portion thereof, is located.

(b) Any person aggrieved by the closing of any street or alley including the Department of Transportation if the street or alley is under its authority and control, may appeal the council's order to the General Court of Justice within 30 days after its adoption. In appeals of streets closed under this section, all facts and issues shall be heard and decided by a judge sitting without a jury. In addition to determining whether procedural requirements were complied with, the court shall determine whether, on the record as presented to the city council, the council's decision to close the street was in accordance with the statutory standards of subsection (a) of this section and any other applicable requirements of local law or ordinance.

No cause of action or defense founded upon the invalidity of any proceedings taken in closing any street or alley may be asserted, nor shall the validity of the order be open to question in any court upon any ground whatever, except in an action or proceeding begun within 30 days after the order is adopted. The failure to send notice by registered or certified mail shall not invalidate any ordinance adopted prior to January 1, 1989.

(c) Upon the closing of a street or alley in accordance with this section, subject to the provisions of subsection (f) of this section, all right, title, and interest in the right-of-way shall be conclusively presumed to be vested in those persons owning lots or parcels of land adjacent to the street or alley, and the title of such adjoining landowners, for the width of the abutting land owned by them, shall extend to the centerline of the street or alley.

The provisions of this subsection regarding division of right-of-way in street or alley closings may be altered as to a particular street or alley closing by the assent of all property owners taking title to a closed street or alley by the filing of a plat which shows the street or alley closing and the portion of the closed street or alley to be taken by each such owner. The plat shall be signed by each property owner who, under this section, has an ownership right in the closed street or alley.

(d) This section shall apply to any street or public alley within a city or its extraterritorial jurisdiction that has been irrevocably dedicated to the public, without regard to whether it has actually been opened. This section also applies to unopened streets or public alleys that are shown on plats but that have not been accepted or maintained by the city, provided that this section shall not abrogate the rights of a dedicator, or those claiming under a dedicator, pursuant to G.S. 136-96.

(e) No street or alley under the control of the Department of Transportation may be closed unless the Department of Transportation consents thereto.

(f) A city may reserve a right, title, and interest in any improvements or easements within a street closed pursuant to this section. An easement under this subsection shall include utility, drainage, pedestrian, landscaping, conservation, or other easements considered by the city to be in the public interest. The reservation of an easement under this subsection shall be stated in the order of closing. The reservation also extends to utility improvements or easements owned by private utilities which at the time of the street closing have a utility agreement or franchise with the city.

(g) The city may retain utility easements, both public and private, in cases of streets withdrawn under G.S. 136-96. To retain such easements, the city council shall, after public hearing, approve a "declaration of retention of utility easements" specifically describing such easements. Notice by certified or registered mail shall be provided to the party withdrawing the street from dedication under G.S. 136-96 at least five days prior to the hearing. The declaration must be passed prior to filing of any plat or map or declaration of withdrawal with the register of deeds. Any property owner filing such plats, maps, or declarations shall include the city declaration with the declaration of withdrawal and shall show the utilities retained on any map or plat showing the withdrawal. (1971, c. 698, s. 1; 1973, c. 426, s. 47; c. 507, s. 5; 1977, c. 464, s. 34, 1981, c. 401; c. 402, ss. 1, 2; 1989, c. 254; 1993, c. 149, s. 1; 2015-103, s. 1.)



TOWN OF CHAPEL HILL

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

Item Overview

Item #: 8., **File #:** [21-0588], **Version:** 1

Meeting Date: 6/23/2021

Call a Public Hearing to Consider a Land Use Management Ordinance Text Amendment to Section 8.5 Revising Rules of the Community Design Commission for September 1, 2021.

Staff:

Colleen Willger, Planning Director
Corey Liles, Principal Planner

Department:

Planning

Overview: On March 24, 2021 <<https://chapelhill.legistar.com/LegislationDetail.aspx?ID=4859463&GUID=49C67005-8580-4B6C-A9DA-C6B32FCC3F31&Options=&Search=>>>, the Council initiated a process to consider a text amendment to revise the membership, quorum, and/or voting rules of the Community Design Commission (CDC). This came in response to a recommendation from the Council Committee on Boards and Commissions and a petition from the CDC.



Recommendation(s):

That the Council adopt the resolution calling a public hearing on September 1, 2021 to amend the rules of the Community Design Commission in the Land Use Management Ordinance.

Key Issues:

- The CDC has nine (9) member seats, and three (3) are currently vacant. A limited number of candidates with design background has contributed to ongoing vacancies.
- At least seven (7) member seats are necessary to maintain compliance with North Carolina General Statutes.
- The vacancies can make it difficult to achieve quorum at meetings and to take official actions. A quorum of the CDC is defined as consisting of five (5) members. A concurring vote of five (5) members is necessary for the Commission to take any official action, such as an application approval.

Where is this item in its process?



Attachments:

- Resolution to Call a Public Hearing
- Adopted Resolution to Initiate Text Amendment Process (2021-03-24/R-4)

A RESOLUTION CALLING A PUBLIC HEARING FOR A LAND USE MANAGEMENT ORDINANCE TEXT AMENDMENT TO SECTION 8.5 REVISING RULES OF THE COMMUNITY DESIGN COMMISSION FOR SEPTEMBER 1, 2021 (2021-06-23/R-7)

WHEREAS, the Community Design Commission petitioned the Town Council to consider reducing the membership of the Commission to seven seats; and

WHEREAS, the Council Committee on Boards and Commissions, after discussing the petition, determined that the reduction warranted consideration and further determined that another possible solution is to reduce the CDC thresholds for quorum and voting to four (4); and

WHEREAS, on March 24, 2021, the Council adopted a resolution authorizing the Town Manager to initiate a Land Use Management Ordinance text amendment process to revise membership, quorum, and/or voting rules on the Community Design Commission.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Town of Chapel Hill that the Council calls a public hearing to consider text amendments to the Land Use Management Ordinance revising rules of the Community Design Commission for membership, quorum, and/or voting on Wednesday, September 1, 2021 at 7:00 p.m. in the location provided on the Town's web calendar.

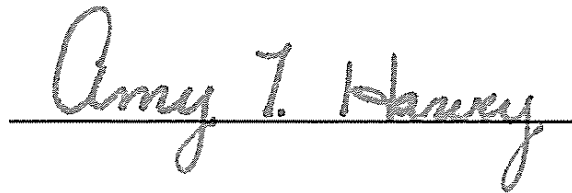
This the 23rd day of June, 2021.

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

By adopting the resolution, the Council calls a public hearing to consider text amendments revising rules of the Community Design Commission for September 1, 2021.

I, Amy T. Harvey, Deputy Town Clerk of the Town of Chapel Hill, North Carolina, hereby certify that the attached is a true and correct copy of (2021-03-24/R-4) adopted by the Chapel Hill Town Council on March 24, 2021.

This the 25th day of March, 2021.

A handwritten signature in cursive script, reading "Amy T. Harvey", is written over a horizontal line.

**Amy T. Harvey
Deputy Town Clerk**



A RESOLUTION TO INITIATE A PROCESS TO REVISE THE MEMBERSHIP, QUORUM, AND VOTING RULES OF THE COMMUNITY DESIGN COMMISSION (CDC) (2021-03-24/R-4)

WHEREAS, the Community Design Commission approved a petition to request the Town Council consider reducing the membership of the commission to seven seats; and

WHEREAS, North Carolina General Statutes state that the commission shall consist of not less than seven nor more than 15 members, to be appointed by the governing board; and

WHEREAS, the current CDC has a membership of nine, with three vacancies, and has been challenged in filling the vacancies due to the limited number of candidates, in particular those with a design background; and

WHEREAS, the Council Committee on Boards and Commissions, upon taking these issues into account, determined a possible solution is to reduce the CDC thresholds for quorum and voting to four (4), and further determined this solution could be a pilot approach to supporting the work of the CDC while giving further consideration to a membership reduction.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Town of Chapel Hill that the Council authorizes the Town Manager to initiate the process to amend the Land Use Management Ordinance to revise membership, quorum, and/or voting rules on the Community Design Commission.

This the 24th day of March, 2021.



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TOWN OF CHAPEL HILL

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

Item Overview

Item #: 9., **File #:** [21-0589], **Version:** 1

Meeting Date: 6/23/2021

Call a Public Hearing on September 22, 2021 for the Future Consideration of a Parking Payment-in-Lieu System, Land Use Management Ordinance Text Amendment, and Associated Policy.

Staff:

Judy Johnson, Assistant Director
Dwight Bassett, Director

Department:

Planning
Economic Development and Parking Services

Overview: A change to the Land Use Management Ordinance to set minimum parking requirements in Town Center zoning districts and offer parking payment-in-lieu options.



Recommendation(s):

That the Council adopt a resolution calling a public hearing on September 22, 2021 for a Land Use Management Ordinance Text Amendment to Section 5.9.2.

Additional Information:

- The proposed Land Use Management Ordinance text amendments would require a minimum of 50 percent of the parking proposed in a Town Center zoning district as a payment-in-lieu and provide minimum parking standards in the Town Center zoning districts. Currently properties within the Town Center zoning districts do not have minimum parking standards.
- A proposed Town Code amendment would be considered to update the relevant sections of the Town Code and include a reference to the fee schedule for the appropriate parking payment-in-lieu amount.
- A Council policy to be considered would include an expectation of providing 50 percent of the required parking as a payment-in-lieu for projects receiving Council entitlements in Town Center zoning districts.



Attachments:

- Resolution

A RESOLUTION CALLING A PUBLIC HEARING ON SEPTEMBER 22, 2021 TO CONSIDER A LAND USE MANAGEMENT ORDINANCE TEXT AMENDMENT TO SECTION 5.9.2 AND CHAPTER 11A OF THE CODE OF ORDINANCES PERTAINING TO METHODS OF PROVIDING REQUIRED PARKING AND LOADING AND TO SUPPORT A POLICY FOR PARKING PAYMENT-IN-LIEU (2021-06-23/R-8)

WHEREAS, the Town Council sees a need to encourage the best land uses in new development that occurs downtown; and

WHEREAS, having every new development provide their own parking is not the best land use for the future of downtown; and

WHEREAS, using public resources for the benefit of development and as a shared resource helps create a more efficient system for managing parking resources; and

WHEREAS, the Land Use Management Ordinance Section 5.9.2 offers uses located within Town Center zoning districts the opportunity to achieve compliance with the parking requirements by making a payment to the Town of Chapel Hill Parking Fund in accordance with Chapter 11A of the Code of Ordinances.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Town of Chapel Hill that the Council calls a Public Hearing on September 22, 2021 for the future consideration of a Parking Payment-in-Lieu system, LUMO text amendment, and associated policy.

This the 23rd day of June, 2021.

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

By adopting the resolution, the Council calls a public hearing on September 22, 2021 for the future consideration of a Parking Payment-in-Lieu system, LUMO text amendment, and associated policy.



TOWN OF CHAPEL HILL

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

Item Overview

Item #: 10., **File #:** [21-0590], **Version:** 1

Meeting Date: 6/23/2021

Receive Upcoming Public Hearing Items and Petition Status List.

Staff:

Sabrina Oliver, Director and Town Clerk
Amy Harvey, Deputy Town Clerk

Department:

Communications and Public Affairs



Recommendation(s):

That the Council accept the reports as presented.

Background:

Two pages on our website have been created to track:

- public hearings scheduled for upcoming Council meetings; and
- petitions received, including their status and who you can call for information.

The goal is to provide, in easily available spaces, information that allows people to know when Council will be seeking their comments on a particular topic of development and to know the status of a petition submitted at Council meetings.

In addition to being on the website, these pages will be included in each agenda for Council information,

Fiscal Impact/Resources: Staff time was allocated to create the semi-automated web pages, and additional staff time will be needed for maintenance.



Attachments:

- Scheduled Public Hearings <<https://www.townofchapelhill.org/government/mayor-and-council/council-minutes-and-videos/scheduled-public-hearings>>
- Status of Petitions to Council <<https://www.townofchapelhill.org/government/mayor-and-council/how-to-submit-a-petition/petition-status>>

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

By accepting the report, the Council acknowledges receipt of the Scheduled Public Hearings and Status of Petitions to Council lists.

SCHEDULED PUBLIC HEARINGS

This webpage lists public hearings that are scheduled for a *specific Council meeting date*, although periodically, some may be continued to a future date. Public hearings may relate to the Land Use Management Ordinance (LUMO), Residential or Commercial Development, Budget, Transportation, or Housing issues. Meeting materials are posted at [Council Meeting Agendas, Minutes and Videos](#).

Interested in a development project not yet scheduled for Council review? See the [Development Activity Report](#) for the project's current status.

June 16

- Consider a Conditional Zoning Application, Aura Development, 1000 Martin Luther King Jr. Blvd. (Project 20-074)
- Consider a Land Use Management Ordinance Text Amendment to Section 3.11, Blue Hill Form District Pertaining to Non-Residential Use Requirements
- Public Hearing Continued: Land Use Management Ordinance Text Amendment Regarding Short Term Rental Regulations Related to Articles 3, 4, and 6 of Appendix A
- (*Anticipate Council will Continue Hearing to June 28*) Consider a Special Use Permit Modification for University Place, 201 S. Estes Drive. (Project 19-130)

June 21

- Concept Plan Review: Jay Street Affordable Housing (Project #20-027)
- Concept Plan Review: St Paul Community Village, 1604 Purefoy Drive
- Concept Plan Review: 101 East Rosemary Street

June 23

- Consider a Special Use Permit Modification, Timberlyne Offices, 120 Banks Drive (Project 20-087)
- Consider a Conditional Zoning Application, Putt Putt Fun Center (Project 20-062)
- Consider Closing an Unimproved and Unpaved Portion of Mitchell Lane Public Right-of-Way
- Consider Incorporating the Climate Action and Response Plan as a Component of the Town's Comprehensive Plan.
- Open the Public Hearing for a Tri-City "limited" scope review of a Conditional Zoning application
- Open a Public Hearing for Rosemary/Columbia Street Hotel, 110 West Rosemary Street Conditional Zoning Application (PROJECT 20-076)
- Open a Public Hearing for a Conditional Zoning: 101-111 Erwin Road (Project #20-082)

June 28

- Consider a Special Use Permit Modification for University Place, 201 S. Estes Drive. (Project 19-130)

STATUS OF PETITIONS TO COUNCIL

Petitions submitted during the Town Council meetings are added to the list below, typically within five business days of the meeting date.

To contact the department responsible, click on the department name. Meeting materials are posted at [Council Meetings, Agendas, Minutes and Videos](#).

Meeting Date	Petitioner	Petition Request	Departments Responsible	Petition Status
06/09/2021	Robert Beasley	Request Regarding Jay Street Land Tract Development Project Funding.	Town Manager Ross Tompkins , Assistant to the Town Manager Phone: 919-968-2707	
06/09/2021	Parks, Greenways and Recreation Commission	Request that the Council Authorize a \$100,000 Match towards a North Carolina Land and Water Conservation Trust Fund Grant Application	Town Manager Ross Tompkins , Assistant to the Town Manager Phone: 919-968-2707	
06/09/2021	Deborah Fulghieri	Request that Town Staff Bring Forward Historical and Environmental Information for the Town-Owned Property at Mt. Carmel Church Road and Bennett Road.	Town Manager Ross Tompkins , Assistant to the Town Manager Phone: 919-968-2707	
06/09/2021	Council Members Parker, Ryan, Huynh, Stegman, and Gu	Request Regarding Comprehensive Review of Stormwater Regulations.	Town Manager Ross Tompkins , Assistant to the Town Manager Phone: 919-968-2707	
06/09/2021	Elizabeth Youseff on Behalf of the Borgen Project	Request to Send Letter to State Leaders Regarding Global Development Programs.	Town Manager Ross Tompkins , Assistant to the Town Manager Phone: 919-968-2707	
05/26/2021	Edson Freeman	Request to Allow Miniature Pigs as Pets	Town Manager Ross Tompkins , Assistant to the Town Manager Phone: 919-968-2707	Staff is preparing information to respond to this request.

Meeting Date	Petitioner	Petition Request	Departments Responsible	Petition Status
05/26/2021	Mary Cummings	Request to Ban Gas-Powered Leaf Blowers	Town Manager Ross Tompkins , Assistant to the Town Manager Phone: 919-968-2707	Staff is preparing information to respond to this request.
05/19/2021	Council Members Stegman and Parker	Request Regarding Tax Equity Fund.	Town Manager Ross Tompkins , Assistant to the Town Manager Phone: 919-968-2707	Staff is preparing information to respond to this request.
05/19/2021	Chapel Hill Public Library Advisory Board	Request for a Working Group on Equitable Library Funding.	Mayor Pam Hemminger , Mayor Phone: 919-968-2714 Library Susan Brown , Library Director Phone: 919-969-2034 Town Manager Ross Tompkins , Assistant to the Town Manager Phone: 919-968-2707	Staff will reach out to Orange County to follow up on this request.
05/19/2021	Phil Post	Request to Refer the April 21 Petition Related to 160D to the Planning Commission.	Planning & Development Services Judy Johnson , Interim Planning Director Phone: 919-969-5078 Planning Commission	Staff is reviewing this request.

Meeting Date	Petitioner	Petition Request	Departments Responsible	Petition Status
05/05/2021	Mayor pro tem Parker, Council Member Buansi, and Council Member Stegman	Request Regarding Chapel Hill Increasing its Minority and Women Business Enterprise/Disadvantaged Business Enterprise (MWBE/DBE) Contracting Targets.	Business Management Amy Oland , Business Management Director Phone: 919-969-5017 Town Manager Ross Tompkins , Assistant to the Town Manager Phone: 919-968-2707	Based on Council direction, staff will build increased targets into the upcoming work on the East Rosemary Parking Deck project. Staff will continue working to respond to the broader request.
04/21/2021	Environmental Stewardship Advisory Board	Request Regarding UNC-CH's Request to Renew its Coal-Burning Permit for the Cameron Avenue Co-Generation Power Plant.	Mayor Pam Hemminger , Mayor Phone: 919-968-2714	The Council submitted a letter to NCDEQ Division of Air Quality expressing their strong interest in having the University fully transition to clean, renewable energy as expeditiously as possible.
04/21/2021	Brown & Bunch, PLLC	Request for Permission to Proceed with Presentation of Proposal for a Columbarium at the Old Chapel Hill Cemetery.	Parks & Recreation Phillip Fleischmann , Director Parks and Recreation Phone: 919-968-2785	Staff is preparing information to respond to this request.
04/07/2021	Paul Snow and others	Request Regarding Traffic Model in the Area of Estes and MLK.	Town Manager Ross Tompkins , Assistant to the Town Manager Phone: 919-968-2707	On 05/03/21, the Town Council held a public information meeting on this topic. The public hearing for the Aura development project closed 05/26/21. The Council is scheduled to take action 06/16/21.

Meeting Date	Petitioner	Petition Request	Departments Responsible	Petition Status
03/24/2021	Council Member Anderson	Request Regarding Manufactured Home Parks	Town Manager Ross Tompkins , Assistant to the Town Manager Phone: 919-968-2707 Housing & Community Loryn Clark , Executive Director Phone: 919-969-5076	Staff will coordinate with Orange County and Carrboro to respond to this request.
03/24/2021	Mayor Hemminger	Request Regarding Self Storage	Planning & Development Services Judy Johnson , Interim Planning Director Phone: 919-969-5078	Staff is preparing information to respond to this request.
02/24/2021	Parks, Greenways, and Recreation Commission	Request Regarding Facilities Repair.	Business Management Amy Oland , Business Management Director Phone: 919-969-5017	This request will be evaluated during the upcoming two-thirds bond issuance and the FY22 budget development process.
02/24/2021	Linda Brown	Regarding 101-111 Development on Erwin Road.	Town Manager Ross Tompkins , Assistant to the Town Manager Phone: 919-968-2707	The project applicant voluntarily submitted a request to receive feedback from the Stormwater Mgmt Utility Advisory Board. The project was discussed at the 04/27/2021 and 05/25/2021 SMUAB meetings.

Meeting Date	Petitioner	Petition Request	Departments Responsible	Petition Status
11/04/2020	Residents in the area of Mason Farm Rd., Whitehead Circle, and Purefoy Rd	Request Improvements to Neighborhood Infrastructure to Promote Safe Walking and Biking and Improved Connectivity to Adjacent Neighborhoods and Campus.	Planning & Development Services Judy Johnson , Interim Planning Director Phone: 919-969-5078 Public Works Lance Norris , Public Works Director Phone: 919-969-5100	Staff is preparing information to respond to this request.
10/28/2020	Stormwater Management Utility Advisory Board	Recommendations Regarding the Development Review Process.	Planning & Development Services Judy Johnson , Interim Planning Director Phone: 919-969-5078 Public Works Lance Norris , Public Works Director Phone: 919-969-5100	Staff is preparing information to respond to this request.
06/10/2020	Community Design Commission	Request to Create a Downtown Design District.	Planning & Development Services Judy Johnson , Interim Planning Director Phone: 919-969-5078	Staff will coordinate with the Council Committee on Boards and Commissions to respond to this request.
05/20/2020	Parks, Greenways, and Recreation Commission	Request to Designate all 36.2 Acres of the American Legion Property for Use as a Community Park.	Town Manager Ross Tompkins , Assistant to the Town Manager Phone: 919-968-2707	This request will be incorporated into the public engagement process for the future use of the site.

Meeting Date	Petitioner	Petition Request	Departments Responsible	Petition Status
05/20/2020	Elaine McVey	Request to Amend the Land Use Management Ordinance Related to Deer Fencing.	Planning & Development Services Judy Johnson , Interim Planning Director Phone: 919-969-5078	Staff is preparing information to respond to this request.
02/26/2020	Carlisle Willard	Request Regarding Proposed Anti-Corruption Resolution.	Town Manager Ross Tompkins , Assistant to the Town Manager Phone: 919-968-2707	Staff is preparing information to respond to this request.
02/19/2020	Steve Moore	Request Regarding Cemetery Needs.	Parks & Recreation Phillip Fleischmann , Director Parks and Recreation Phone: 919-968-2785 Communications & Public Affairs Sabrina Oliver , Communications & Public Affairs Director Phone: 919-968-2757	Staff is in contact with the petitioner and is working to respond to the items raised in the petition.
01/08/2020	Renuka Soll	Request for an Improved Petition Process.	Town Manager Ross Tompkins , Assistant to the Town Manager Phone: 919-968-2707	Additional effort is being made to track and update petition status on this website so that the public has access. Petitioners can contact the Mgr.'s office or responding department if they have questions after reviewing updates.
11/20/2019	John Morris	Request Regarding Local & Regional Transit Planning.	Transit Brian Litchfield , Transit Director Phone: 919-969-4908	Staff is preparing information to respond to this request.

Meeting Date	Petitioner	Petition Request	Departments Responsible	Petition Status
10/02/2019	Daniel Dunn	Request Regarding Government Transparency.	Technology Solutions Scott Clark , CIO Phone: 919-968-2735 Communications & Public Affairs Sabrina Oliver , Communications & Public Affairs Director Phone: 919-968-2757	This information is readily available via a public records request in order to assure accuracy and maintain the security of personally identifiable information.
09/11/2019	East Franklin Neighborhood Steering Committee & Neighbors	Request Regarding Neighborhood Preservation.	Police Chris Blue , Police Chief Phone: 919-968-2766 Planning & Development Services Judy Johnson , Interim Planning Director Phone: 919-969-5078	Staff is preparing information to respond to this request.
06/26/2019	Community Design Commission	Request for Modifications to the Concept Plan Review Process.	Planning & Development Services Judy Johnson , Interim Planning Director Phone: 919-969-5078	The Council most recently discussed this at their 09/16/2020 work session. Staff is piloting new ways to present Concept Plans to boards, using Town projects as subjects.
06/26/2019	Julie McClintock	Request Regarding the Blue Hill Form Based Code.	Planning & Development Services Judy Johnson , Interim Planning Director Phone: 919-969-5078	Staff is preparing information to respond to this request.

Meeting Date	Petitioner	Petition Request	Departments Responsible	Petition Status
04/24/2019	Board of Adjustment	Request Regarding Neighborhood Conservation District Ordinances.	Planning & Development Services Judy Johnson , Interim Planning Director Phone: 919-969-5078	Staff is preparing information to respond to this request.
04/17/2019	Amy Ryan for Planning Commission	Commission Regarding Site Plan Review Process.	Planning & Development Services Judy Johnson , Interim Planning Director Phone: 919-969-5078	Staff is preparing information to respond to this request.
02/13/2019	Citizens	Request Regarding Coal Use and Coal Ash.	Town Manager Ross Tompkins , Assistant to the Town Manager Phone: 919-968-2707	Remediation work is almost complete along the Bolin Creek Trail near the Police Department. UNC is expected to release their Climate Action Plan in 2021, which is expected to address UNC coal use in the future.
09/19/2018	Julie McClintock of CHALT	Regarding Land Use Intensification.	Planning & Development Services Judy Johnson , Interim Planning Director Phone: 919-969-5078 Public Works Lance Norris , Public Works Director Phone: 919-969-5100	On 6/12/2019, Council received a presentation on the Town's Stormwater program. On 12/9/2020 Council adopted the use of FEMA Flood Resiliency Maps. In 2/2021, Council received more info on Stormwater programs LUMO update will consider other ideas.
06/27/2018	Susanne Kjemtrup / Brian Hageman	Transportation and Connectivity Advisory Board Request for an Electric Vehicle Provision in the Land Use Management Ordinance.	Planning & Development Services Judy Johnson , Interim Planning Director Phone: 919-969-5078	The Town is currently in the process of updating its Land Use Management Ordinance. These ideas are under consideration as a part of this process.

Meeting Date	Petitioner	Petition Request	Departments Responsible	Petition Status
06/13/2018	Mayor pro tem Jessica Anderson	Request to Amend Bus Advertising Policy.	Transit Brian Litchfield , Transit Director Phone: 919-969-4908	At their 01/22/19 meeting, the Chapel Hill Transit Public Transit Committee considered the draft nonpublic forum transit advertising policy in order to provide feedback to the Chapel Hill Town Council on the option of amending the policy.
06/13/2018	Mayor Pam Hemminger	Regarding Reviewing Policies, Procedures, and Practices for Development.	Planning & Development Services Judy Johnson , Interim Planning Director Phone: 919-969-5078	A Town web page with TIA exemption requests is available. Staff continues to look for ways to apply the LUMO clearly and consistently for all stakeholders in the development process.
06/13/2018	Ondrea Austin	CHALT's Request to Revise the Tree Ordinance.	Planning & Development Services Judy Johnson , Interim Planning Director Phone: 919-969-5078	Staff is preparing information to respond to this request.
03/14/2018	Council Members Anderson, Gu, and Schaevitz	Request Regarding Addressing Blue Hill District Community Interests.	Planning & Development Services Judy Johnson , Interim Planning Director Phone: 919-969-5078	Council enacted ordinance amendments pertaining to stormwater management, affordable housing, and non-residential development, as well as building size, massing, and permeability. Council will consider amendments for townhomes at their 02/24/21 meeting.

Meeting Date	Petitioner	Petition Request	Departments Responsible	Petition Status
11/07/2016	Mayor Hemminger	Regarding Parking and Transit Needs in Downtown Area.	Planning & Development Services Judy Johnson , Interim Planning Director Phone: 919-969-5078 Police Chris Blue , Police Chief Phone: 919-968-2766 Public Works Lance Norris , Public Works Director Phone: 919-969-5100	Recent actions include replacing parking pay stations, implementing Downtown Ambassadors program, and including additional parking with required Wallace Parking Deck repairs. Next steps include parking payments-in-lieu and public/private partnerships.

Last modified on 6/11/2021 3:15:05 AM



TOWN OF CHAPEL HILL

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

Item Overview

Item #: 11., File #: [21-0591], Version: 1

Meeting Date: 6/23/2021

Second Reading to Consider an Application for Conditional Zoning - Aura Development, 1000 Martin Luther King, Jr. Blvd.

Staff:

Colleen Willger, Director
Judy Johnson, Assistant Director

Department:

Planning

Overview: On [June 16, 2021 <https://chapelhill.legistar.com/LegislationDetail.aspx?ID=4984311&GUID=24A87FB3-9665-47BD-BCCC-3BDAA9624565&Options=&Search=>](https://chapelhill.legistar.com/LegislationDetail.aspx?ID=4984311&GUID=24A87FB3-9665-47BD-BCCC-3BDAA9624565&Options=&Search=>), the Town Council voted 5-3 on a proposed ordinance to rezone approximately 16.2 acres of a site located at 1000 Martin Luther King Jr. Blvd. from Residential-1 (R-1) to Office/Institutional-3-Conditional Zoning District (OI-3-CZD). By State law, an ordinance must receive a 2/3 affirmative vote to be enacted on the first reading. The language included on the proposed Conditional Zoning Ordinance is substantially the same as Revised Ordinance A as revised on June 16, 2021. The ordinance today has incorporated minor edits as indicated at the June 16, 2021 meeting. The Council enacted Resolution A, Resolution of Consistency, at the June 16, 2021 meeting.

Tonight, the rezoning ordinance is back before the Council for second reading. Attached are the agenda materials on the Conditional Zoning application from the June 16 Council meeting.



Recommendation(s):

That the Council enact Revised Ordinance A (approving the Conditional Zoning Application)



Attachments:

- Staff Memorandum
- Revised Ordinance A (Approval of Application)
- Resolution B (Denial)
- Adopted Resolution of Consistency (2021-06-16/R-7)
- Applicant's Site Plan dated 06.10.2021
- Applicant's written response
- Applicant materials
- Plan Set
- Council Questions with staff and applicant responses June 15, 2021

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

PRESENTER: Judy Johnson, Assistant Planning Director

Item #: 11., File #: [21-0591], Version: 1**Meeting Date: 6/23/2021**

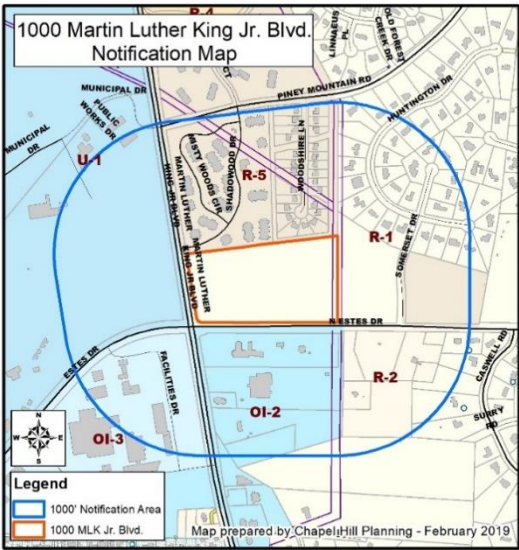
RECOMMENDATION: That the Council enact Revised Ordinance A, approving the Conditional Zoning application.



SECOND READING TO CONSIDER AN APPLICATION FOR CONDITIONAL ZONING FOR AURA DEVELOPMENT, 1000 MARTIN LUTHER KING JR. BOULEVARD (PROJECT # 20-074)

SUMMARY REPORT

TOWN OF CHAPEL HILL PLANNING
Colleen Willger, Director
Judy Johnson, Assistant Director

PROPERTY ADDRESS 1000 Martin Luther King Jr. Blvd.	MEETING DATE June 23, 2021	APPLICANT Sean Gleason, McAdams Co., on behalf of Trinsic Residential Group and Cant Hook Properties LLC, the owner of the property
UPDATES SINCE THE JUNE 16, 2021 MEETING <p>Town Council voted 5-3 on a proposed ordinance. By State law, an ordinance must receive a 2/3 affirmative vote to be enacted on the first reading. The language included on the proposed Conditional Zoning Ordinance is substantially the same as Revised Ordinance A. The ordinance today has incorporated minor edits as indicated at the June 16, 2021 meeting. Council adopted Resolution A, Resolution of Consistency, at the June 16, 2021 meeting.</p>		
TOWN MANAGER RECOMMENDATION <p>That the Council consider adopting the Resolution of Consistency and enacting Revised Ordinance A, approving the proposal.</p>		
ZONING <i>Existing:</i> Residential-1 (R-1) <i>Proposed:</i> Office/Institutional-3-Conditional Zoning District (OI-3-CZD)	DECISION POINTS <p>The applicant requests modifications of regulations to the following categories:</p> <ul style="list-style-type: none"> • Foundation buffer standard; • Perimeter buffer standards. 	
PROCESS <p>Conditional Zoning is a legislative process that allows Town Council to review the rezoning application for consistency with the Land Use Plan in the Comprehensive Plan and establish standards that address any impacts on surrounding properties.</p>	<p>The applicant will provide information for two affordable housing scenarios for Council's consideration. These alternative weigh the relative costs of meeting lower-income thresholds. Both scenarios would provide on-site townhouses for sale.</p>	
PROJECT OVERVIEW <p>The application is located on a 16.2-acre lot at the northeast corner of Estes Drive and Martin Luther King Jr. Blvd. Several Concept Plans have been reviewed by the Council, most recently at the May 6, 2020 Council Meeting¹.</p> <p>The application proposes:</p> <ul style="list-style-type: none"> • Approximately 419 dwelling units: 361 apartment units and 58 for-sale townhomes. • 7,521 sq. ft. of business, convenience; 6,020 sq. ft. of restaurant; and 2,316 sq. ft. of business, office-type. <p>A Transportation Impact Analysis has been completed and identifies improvements along the frontages of both Estes Drive and Martin Luther King Jr. Blvd.</p> <p>The applicant proposes:</p> <ul style="list-style-type: none"> • a right-in/right-out entrance on Martin Luther King Jr. Blvd. • a full access driveway on Estes Drive. • a median divider along Martin Luther King Jr. Blvd. • a mid-block crosswalk on Estes Drive. • if traffic signal warrants are met, a traffic signal to be added to the Estes Drive and Somerset Drive intersection. 	PROJECT LOCATION 	
ATTACHMENTS	<ol style="list-style-type: none"> 1. Technical Report and Project Fact Sheet 2. Draft Staff Presentation (<i>to be distributed</i>) 	

¹ <https://chapelhill.legistar.com/LegislationDetail.aspx?ID=4432413&GUID=590B4EDC-8F0C-4EB9-9543-502B2F030A0B>

- | | |
|--|--|
| | <ol style="list-style-type: none">3. Resolution A, Resolution of Consistency4. Revised Ordinance A (Approving the Application)5. Resolution B (Denying the Application)6. Advisory Boards Recommendations7. Applicant Site Plan dated June 10, 20218. Applicant's written response dated May 20, 20219. Applicant's Materials10. Traffic Impact Analysis – Executive Summary11. Town Wide Traffic Model – Estes Drive Scenario Testing Technical Memorandum12. Site Plan (4 files)13. Council Questions with Staff Responses |
|--|--|



ADDITIONAL INFORMATION FOR THE CONDITIONAL ZONING FOR AURA DEVELOPMENT, 1000 MARTIN LUTHER KING JR. BOULEVARD (PROJECT # 20-074)

June 16, 2021

TOWN OF CHAPEL HILL PLANNING

Colleen Willger, Director

Judy Johnson, Assistant Director

Staff has provided this summary of key considerations from the May 26, 2021 Public Hearing on the Aura Development project.

KEY CONSIDERATIONS

Traffic

In response to concerns regarding safety for pedestrians and bicycles as well as delay for vehicles exiting Somerset Drive, there is significant interest in installing a traffic signal at the intersection of Somerset Drive and Estes Drive. Estes Drive is maintained by North Carolina Department of Transportation (NCDOT). NCDOT would need to approve a proposed improvement. At this time, staff believes that a traffic signal is not warranted at Somerset Drive and Estes Drive. Staff believes that once the Town bicycle and pedestrian project on Estes Drive is complete, it maybe be possible to install a traffic signal; the Town's Estes Drive Connectivity Project will increase pedestrian and bicycle traffic as well as add traffic volumes. We have included the following condition in the Council Ordinance for Aura Development:

8. Estes Drive and Somerset Drive: Prior to issuance of a Zoning Compliance Permit, all construction details shall be reviewed and approved by the Town and NC Department of Transportation. A full traffic signal be constructed by the Town if traffic signal is warranted and approved by NCDOT. Remaining funds required for traffic signal design and construction to be provided by others. Prior to issuance of a Final Zoning Inspection, the developer shall provide the following improvements:
 - A payment-in-lieu is provided by the developer proportional to the proposed traffic generated by the development as compared with the pre-COVID-19 traffic volumes for adjusted for 2020.

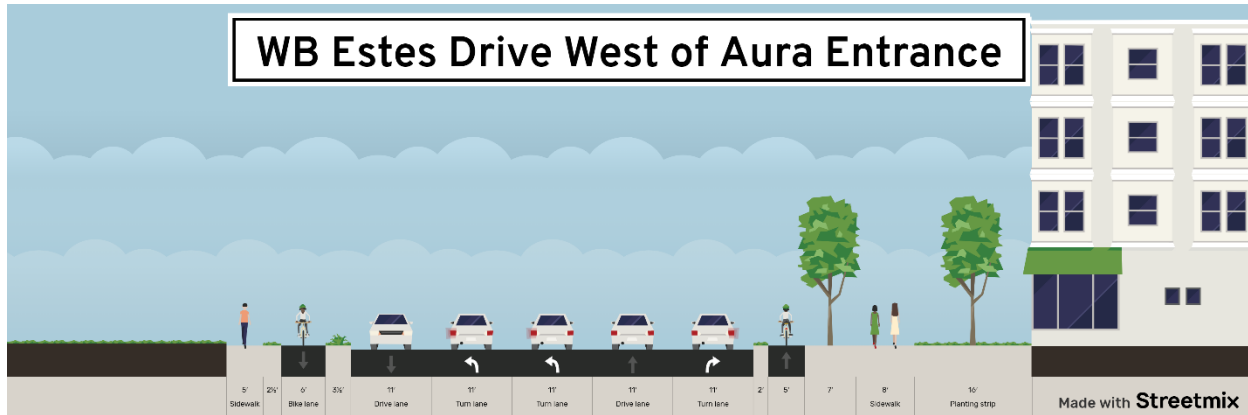
The entrance on Estes Drive would be a full access intersection (allowing both right and left turns entering and exiting the site). NCDOT would require at least one of the Aura Development access drives to be full access to provide reasonable access to the site.

Additional information regarding the proposed Martin Luther King Jr. Blvd. median will be shared prior to the Council meeting.

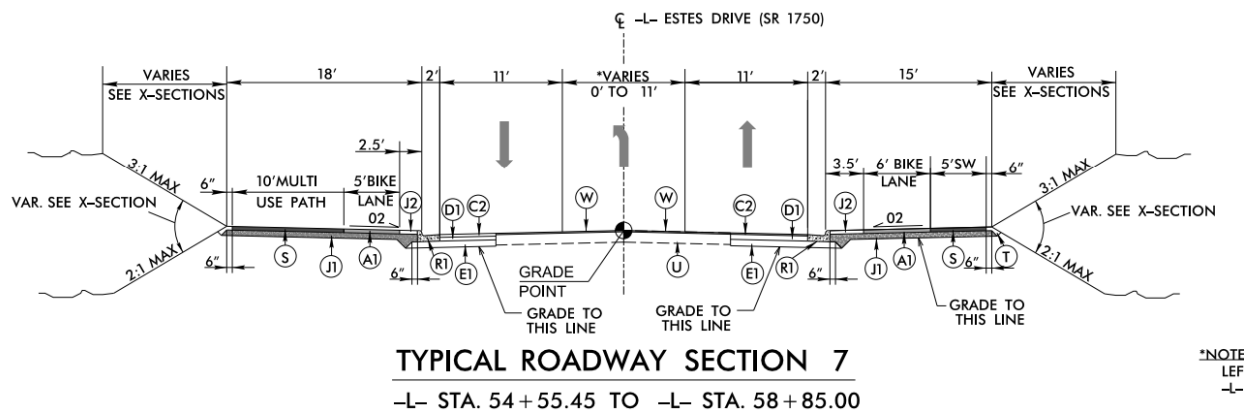
Estes Drive Cross-section

At the Public Hearing, Council members expressed interest in understanding the proposed cross-section of Estes Drive along the frontage of the Aura property.

The applicant has provided some typical cross-sections along the Aura frontage (below and attached). Town staff recommends the applicant's proposal be revised to include eight (8) foot wide sidewalks, instead of seven (7) foot wide sidewalks. The eight foot width would be consistent with Type B frontages within the Blue Hill District.



Additionally, the Estes Drive Connectivity Project, the Town's bicycle and pedestrian project, from Caswell Road to Martin Luther King Jr. Blvd is adding bicycle lanes, a sidewalk on the south side, a 10 foot wide multi-use path along the north side, and intersection improvements. The typical cross-section (looking east) is depicted below:



The Town's contract award for the Estes Drive Connectivity Project is for the entire length of the Estes Drive frontage with exception of the Aura property and the adjoining property to the east, Parcel Identifier Number 9789-45-5646 (currently owned by Whitcomb Rummel). These two property frontages (approximately 1,500 linear feet) were not included in the bid package for the Estes Drive Connectivity Project due to a variety of circumstances including trouble negotiating, timeline for development, and threat of federal funds being rescinded. Town staff made the decision to remove the Rummel and Aura development properties from the Estes Drive Connectivity Project design in order to move forward with the rest of the Town's project.

Staff has been working with NCDOT to understand the limitations for plantings within the public rights-of-way. Plantings in the NCDOT right-of-way need to conform with the *NCDOT Guide for Planting Within Highway Right of Way*² which establishes design and administrative requirements to ensure safety, maintenance responsibilities and acceptable operation and maintenance of the roadway facilities. Below is a summary of the planting requirements:

The NCDOT required horizontal setbacks from travel way for urban curb and gutter sections for speed limit 35 mph or below:

- Shrubs and small trees (4" trunk caliper or less)

² <https://connect.ncdot.gov/resources/roadside/AestheticEngineeringDocuments/PlantingGuidelines.pdf>

- Foliage line of shrub- 1 foot Back of Curb (BOC)
 - Center of Trunk- 5 feet from edge of travel way
- Large Trees (trunk caliper greater than 4")
 - Center of Trunk- 10 feet edge of travel way
- Required minimum vertical clearances, all plantings:
 - 16 feet above travel way
 - 7 feet above sidewalks
 - 2 foot -6 inches above roadway elevation along sightlines

Staff has also been providing information on adequate tree planting areas. The Town's Design Guidelines section on parking standards indicates the minimum amount of surface soil (in square feet) that a tree should be planted in is 200 sq. ft. Staff does share that this is only one standard and does not address soil volume (length, width and depth). In other words, adequate square footage does not yield the depth of amended soil that a tree should have access to not just survive but thrive. Landscape industry standards generally suggest approximately 1,000 cubic feet of soil for large trees.

Staff has suggested considering using silva cells along the Aura frontage to enhance a tree's growth, to help prevent significant future maintenance costs and perform stormwater management.

These have been incorporated into a condition in Revised Ordinance A.

De-Coupling Parking

At the Public Hearing on May 26, the developer agreed to decouple the parking rental from the apartment rentals. We have included this de-coupling as a condition in the Revised Ordinance:

- Parking Space Rental: The developer shall rent the resident parking spaces, available only to Aura residents, separately from apartment rental leases. Vehicle parking spaces shall be offered to Aura residents at an additional per month rate. Prior to a Zoning Final Inspection, a lease example shall be provided to the Town for review and approval. Nothing in this condition shall limit Aura's ability to provide the appropriate number of visitor parking spaces for the project.

Stormwater

The developer has not conducted a downstream analysis beyond the property line to assess the capacity or the stream channel capacity south of the site. The developer has agreed to conduct the analysis as part of the Final Plan Zoning Compliance Permit stage after the Conditional Zoning approval. It is at this stage when construction-ready drawings are prepared and submitted. Staff will evaluate the submission by the developer at that time. A condition requiring the analysis of the downstream culvert during zoning compliance permit application has been added to Revised Ordinance A:

- Downstream Culvert Analysis: Prior to the issuance of the Zoning Compliance Permit, the developer shall provide a downstream analysis for the Town's regulatory design storms demonstrating that the peak flows for these storms can be conveyed through the culvert.

Since the Public Hearing on May 26, Town staff has met with Amity Methodist Church to discuss the possible stormwater impacts on the church's property. As part of the Aura Development, the developer informed staff that they plan to fill in the existing culvert crossing Estes Drive discharging to the Amity Methodist Church property which would

reduce the stormwater impacts on Amity Church from this property. Additionally, staff had concerns with a second culvert near the eastern Aura property line. Staff has learned that this culvert is to be replaced with a larger culvert as part of the Estes Drive Connectivity Project. NCODT requires that culvert be sized to convey the 50-year storm event.

Affordable Housing

At the May 26 Public Hearing, the number and location of the proposed affordable housing units were discussed. The developer has agreed to provide:

- 8 affordable three-bedroom townhouse for-sale units for residents earning up to 80 percent AMI.
- 29 apartment units with 9 available to residents earning up to 80 percent AMI and 20 units for residents earning up to 65 percent AMI. The rental units will be available for a minimum of thirty (30) years. The rental units will be one and two bedroom units proportional to the market-rate units.

The Council also discussed that the affordable units should be substantially indistinguishable from the market-rate units on the exterior. Staff has heard from Community Home Trust that units with garages are preferable.

These updates have been included as conditions in the Revised Ordinance A.



TECHNICAL REPORT

UPDATES SINCE THE MAY 12 PUBLIC HEARING

At the May 12 Public Hearing, additional information was requested by the Council. Staff has provided the following information and the applicant provided a written attachment.

Revised Ordinance A

Ordinance A has been revised with these added conditions:

- Commercial Space: An increase of up to 100 percent of the permitted commercial use square footage shall be considered an administrative approval.
- Future Bike Share Station: Prior to issuance of a Zoning Compliance Permit, the plans shall indicate an area to be designated as a future bike share docking station near the Bus Rapid Transit station along Martin Luther King Jr. Blvd.
- Estes Drive Culvert: [added to condition 24] Prior to issuance of a Zoning Compliance Permit, the developer shall provide to the Town a detailed stormwater management plan ensuring that the NC Department of Transportation culvert has adequate capacity.
- Bus Rapid Transit Station: Prior to issuance of a Zoning Compliance Permit, the developer shall design and construct the BRT station with the developer contributing \$100,000 of those costs.

Stormwater Overview

Stormwater management is achieved by directing runoff into engineered stormwater control measures (SCMs) to store runoff which is released at a controlled rate into nearby waterbodies. Town regulations require the stormwater runoff rate leaving the site post-development shall not exceed the stormwater runoff rate leaving the site pre-development (existing conditions) for the local 1-year (2.96 in), 2-year (3.58 in), and 25-year (6.11 inches) 24-hour storm events. The intention of this regulation is to mitigate against high flow rates that can cause erosion and flooding in urban streams, damaging habitat, property, and infrastructure.

The Town also requires detention of the increased runoff volume due to development for the 2-year, 24-storm event using on-site infiltration or reuse of stormwater runoff as irrigation or graywater. The intention of this regulation is to prevent additional volume from being directed downstream. When neither infiltration or reuse are possible and/or practical, the increased volume is required to be slowly released or “drawn down” over a period of 2-5 days. The runoff is released through an orifice which control the rate. The design guidance requires projects to check larger storm events (i.e., 50-year (6.85 in) and 100-year (7.61 in)) to demonstrate runoff can bypass the engineered system and be discharged in a way to non-erosively impact the stream.

The design storms listed in the Town’s Stormwater Management ordinance are consistent with regional and industry standards. The design storm rainfall depths and intensities are based on data from NOAA Atlas 14. Stormwater design modeling assumes 100% available storage in the engineered system prior to the rainfall event. In reality, rainfall is not entirely predictable; for example, there can be large events or high intensity bursts of

rainfall in succession. The high intensity short-term bursts of rainfall occur with a higher frequency and can stress a stormwater system. The system may still be releasing runoff at the time a subsequent storm event arrives. Therefore, the assumption that there is 100% storage in the engineered storm systems may not be met resulting in overflow from smaller events.

Traditional stormwater controls rely on a single large system that results in flow released over longer duration. As an alternative, the practice of green infrastructure (i.e., permeable pavement and bioretention) can help address high intensity bursts of rainfall. Examples of green infrastructure at the Shelton Station project in Carrboro shown below. Green infrastructure (GI) capture runoff at its source and mimic natural hydrology. By dispersing small GI practices through the site, the impervious area is broken into smaller drainage basins reducing the accumulation of peak flow to one system. Green infrastructure adds redundancy, increases the available ponding, changes the timing of discharge, and attenuated peak flow. Green infrastructure also provides many ecosystem services and bolsters climate resiliency. Many sites end up utilizing a combination of traditional and GI.



Pervious pavement in the parking space



Bioretention basin

Traffic Overview

The Town's traffic consultant has provided a Technical Memorandum titled "Town-Wide Transportation Model – Estes Drive Scenario Testing" document providing information on scenario tests developed as using the Town-wide traffic model. The memorandum summarizes the scenario testing of the model for the 2024 AM and PM peak hour scenarios. The document provides additional information for the minimum and maximum queue data over five model runs for the analyzed intersections.

The table below summarizes the afternoon average maximum queue lengths at the intersection of Martin Luther King Jr. Blvd. and Estes Drive:

	2021 Base Model	2024 No-Build	2024 Build	2024 Build with Improvements
	Ave. Max Queue	Ave. Max Queue	Ave. Max Queue	Ave. Max Queue
Eastbound	650	550	575	475
Westbound	850	725	575	425
Northbound	625	675	675	625
Southbound	475	375	375	375

The technical memorandum provides details for each of the four scenarios.

At the May 12 Public Hearing, Council also requested additional information regarding improvements to Estes Drive and Somerset Drive intersection. Based on the Estes Drive

Scenario Testing Results, improvements to the Somerset Drive/Estes Drive intersection would need to be investigated regardless of whether the Aura Development is built – primarily due to lack of adequate gaps in the PM peak hour traffic stream along Estes Drive for the stop-controlled minor street approaches (and the fact that adding a fourth leg at the intersection) adds additional vehicular conflicts and further reduces side street capacity. The issue would not be caused by the Martin Luther King Jr. Blvd and Estes Drive intersection, as westbound queue issues should be able to be reduced with the committed Town project improvements.

Initial testing using the town-wide traffic model of a single lane roundabout at Somerset Drive and Estes Drive intersection shows that it likely would operate acceptably in the AM peak hour but may be near capacity in the PM peak hour, and may cause rolling queues along Estes Drive that may impair operations at nearby driveways/intersections – although not likely all the way to Martin Luther King Jr. Blvd and Estes Drive intersection. Additional study may be needed to vet the roundabout as a viable improvement option, as it does not perform quite as well in terms of Level of Service (LOS)/delay as the two-phase traffic signal. It also may need to be studied for a longer-term design year than the 2024 Scenario Test year.

At the May 12 Council meeting, additional questions were heard regarding pedestrian and bicycle safety through the corridor. Staff and NCDOT have discussed additional safety measures for the corridor and believe the Town's bicycle and pedestrian improvement project will enhance the safety through the area.

A signal at Somerset Drive and Estes Drive intersection would need more justification through a full application of the Manual on Uniform Traffic Control Devices (MUTCD) signal warrants.

KEY CONSIDERATIONS

Planning Commission: At their [May 4, 2021 meeting](#)³, the Planning Commission recommended approval with the following modifications to Revised Ordinance A:

- Allow administrative approval of up to a 100% increase in commercial square footage over what is currently proposed. Do not allow more than the standard administratively approved 10% reduction.

Staff Response: We have added the following condition to Revised Ordinance A:

Commercial Space: An increase of up to 100 percent of the permitted commercial use square footage shall be considered an administrative approval.

- Require that all affordable housing be offered at 65% AMI – provided this does not result in a reduction of the total number of affordable units currently proposed.

Applicant Response: The applicant will provide two scenarios to weigh the relative costs of meeting lower-income thresholds. Both scenarios provide on-site townhouses for sale.

- Provide open space that could be repurposed as a bike share docking station area near the BRT station in the future.

³ <https://chapelhill.legistar.com/LegislationDetail.aspx?ID=4911196&GUID=3F06AF22-8245-418A-ACEF-5489C4442FD3&Options=&Search=>

Staff Response: We have added the following condition to Revised Ordinance A:

Future Bike Share Station: Prior to issuance of a Zoning Compliance Permit, the plans shall indicate an area to be designated as a future bike share docking station near the Bus Rapid Transit station along Martin Luther King Jr. Blvd.

- Provide a minimum 40 percent tree canopy and increase open space wherever possible.

Staff Response: The applicant is proposing to provide 40 percent tree canopy coverage.

- Remove any unnecessary impervious surface and use pervious pavement (or other treatments) wherever possible.

Applicant Response: The design team has looked at these and the mechanical measures proposed as part of the project design, and how they will actually perform and if they can be made more effective. As currently designed those measures fully manage the pre development vs post development runoff rate for the 1, 2- and 25-year storm, and the runoff volume for the 2-year storm, as prescribed by Town rules. After re-running the calculations, we further find that we are also managing some of the additional runoff volumes for the 50- and 100-year storm events...thus exceeding the current Town standards. We feel that the most effective way to further address the concerns we heard from the Council and downstream property owners is to add at least one of the additional above ground measures that Council suggested, and also fully manage the 50-year storm event

- Remove any unnecessary parking spaces, ideally reducing the average to 1.2 spaces per unit.

Applicant Response: We have looked again at our parking rates, and have confirmed we have an extremely low number relative to industry standards, and 20 percent less than the parking allowed by the Chapel Hill ordinance.

- The apartment units are parked at an average rate of 1.25 per unit. We expect that our residents will use the bus system for work and some other activities, but cars (and a place to store them) are still necessary for most people, for at least part of their lives.
- 100 spaces are intended for the commercial area (half general retail, half restaurants). In order for the retail to be successful, our parking consultant has determined that these are the rates needed for the immediate future. This demand likely will diminish over time, but for now, this parking is necessary.
- Almost all of the 100 spaces for the townhomes are located in personal garages, most of which are accessed from the alleys.
- About 275 of the proposed spaces are either below grade or in garages meaning they are not contributing to impervious surface.
- The "upper level" of the parking in the apartment block can be converted to other uses as demand for parking decreases.

Transportation and Connectivity Advisory Board: At the [April 5, 2021 meeting](#)⁴, the Transportation and Connectivity Advisory Board recommended denial for the following reasons:

- The development does not reflect the goals of the Central West Small Area Plan
- The development does not meet the transit priority goals of the Town due to the number of parking spaces and increase in single occupancy vehicle trips
- The project will exacerbate the existing pedestrian and bicycle safety issues due to the increase in traffic on Estes Drive and Martin Luther King Jr. Blvd., and thus is not in line with the Road to Zero pedestrian safety goals of the Town
- The traffic impact analysis and Town-wide traffic model do not reflect the current reality and lived experience of drivers on Estes Drive, nor do they take a holistic view of traffic on Estes Drive, including the future development of other surrounding parcels, The traffic model needs to be validated.
- The Estes Drive site access is a major safety hazard and should be right-in/right-out

Environmental Stewardship Advisory Board: At the [March 18, 2021 meeting](#)⁵, the Environmental Stewardship Advisory Board recommended denial due to traffic and stormwater concerns. The board offered the following conditions for the development:

- Provide Council with a detailed stormwater management plan, ensuring that the NCDOT culvert has adequate capacity

Staff Response: The applicant agrees and the following language has been added to condition 24 in the Revised Ordinance A:

Estes Drive Culvert: Prior to issuance of a Zoning Compliance Permit, the developer shall provide to the Town a detailed stormwater management plan ensuring that the NC Department of Transportation culvert has adequate capacity.

- Ensure zero stormwater runoff to neighbors on the northeastern side of the property, with some form of recourse if the standard is not met (e.g. stormwater bond)

Applicant Response: The design team has looked at these and the mechanical measures proposed as part of the project design, and how they will actually perform and if they can be made more effective. As currently designed those measures fully manage the pre development vs post development runoff rate for the 1, 2- and 25-year storm, and the runoff volume for the 2-year storm, as prescribed by Town rules. After re-running the calculations, we further find that we are also managing some of the additional runoff volumes for the 50- and 100-year storm events...thus exceeding the current Town standards. We feel that the most effective way to further address the concerns we heard from the Council and downstream property owners is to add at least one of the additional above ground measures that Council suggested, and also fully manage the 50-year storm event.

- Provide a detailed landscaping plan, ahead of the Council's review of a buffer modification, that includes number of trees, species, and location

⁴ <https://chapelhill.legistar.com/MeetingDetail.aspx?ID=853559&GUID=5EF52EAF-22C9-4597-9B60-42C6C8AC60DB&Options=&Search=>

⁵ <https://chapelhill.legistar.com/LegislationDetail.aspx?ID=4853895&GUID=5286726C-CF2D-4C4E-B5EC-9A92B5F90E17&Options=&Search=>

Staff Response: The applicant will provide a detailed landscape plan for Council's review of the buffer modification.

Special Considerations:

- Model 50, 75, 100-year storm events to ensure that the on-site stormwater infrastructure can meet capacity needs
- Add solar as part of initial construction, which could help the project meet the AIA 2030 standards
- Assess environmental health outcomes, both acute and larger
- Meet the Council's energy policy regarding 20% better performance than ASHRAE 90.1
- Allow the ESAB to review the project a second time once there are more details regarding: landscaping, traffic, stormwater

Housing Advisory Board: At the [March 9, 2021 meeting](#)⁶, the Housing Advisory Board recommended approval of the project. The Housing Advisory Board continued its review of the project at their May 11, 2021 meeting and made some additional recommendations:

- That the applicant determines a path that will allow some amount of affordable homeownership opportunities on-site. As a concession, there could be a reasonable reduction in the number of total affordable housing units on-site.

Applicant Response: The applicant will provide two scenarios to weigh the relative costs of meeting lower-income thresholds. Both scenarios provide on-site townhouses for sale.

Community Design Commission: The application was discussed at the [March 23, 2021](#) and the [March 29, 2021](#)⁷ meetings. The Community Design Commission recommended approval of the project with the following conditions:

- That Council add 'and approve' to the standard stipulations regarding review of building elevations and site lighting plans.

Staff Response: We have modified the Community Design Commission Elevation Review stipulation to include "and approve" for the multi-family buildings and the commercial buildings:

Community Design Commission Review: Except for any dwelling units constructed under the single-family/two-family building code, the Community Design Commission shall review and approve the building elevations, including the location and screening of all HVAC/Air Handling Units for the site, prior to issuance of a Zoning Compliance Permit.

- That Council add a stipulation to Ordinance A for the CDC to review and approve the northern buffer.

Staff Response: The applicant is proposing a modified and variable width buffer along the northern property line. We have included the following condition in Revised Ordinance A:

⁶ <https://chapelhill.legistar.com/LegislationDetail.aspx?ID=4815852&GUID=6E5F4CC3-5B95-4AC9-BEDC-2172C580AD87&Options=&Search=>

⁷ <https://chapelhill.legistar.com/LegislationDetail.aspx?ID=4890228&GUID=69C93251-E432-4570-8FBC-E36BE7061BD0&Options=&Search=>

Modified Buffers: Prior to issuance of a Zoning Compliance Permit, the Community Design Commission shall provide courtesy review comments on all modified landscape buffers.

- That the applicant revise the proposed building elevations to have a lighter feel.

Staff Response: We encourage the applicant to discuss this further with the Community Design Commission as part of the Final Plan Building Elevation review process.

UPDATES SINCE THE MAY 12 PUBLIC HEARING

At the May 12 Public Hearing, additional information was requested by the Council. Staff has provided the following information and the applicant provided a written attachment.

Revised Ordinance A

Ordinance A has been revised with these added conditions:

- Commercial Space: An increase of up to 100 percent of the permitted commercial use square footage shall be considered an administrative approval.
- Future Bike Share Station: Prior to issuance of a Zoning Compliance Permit, the plans shall indicate an area to be designated as a future bike share docking station near the Bus Rapid Transit station along Martin Luther King Jr. Blvd.
- Estes Drive Culvert: [added to condition 24] Prior to issuance of a Zoning Compliance Permit, the developer shall provide to the Town a detailed stormwater management plan ensuring that the NC Department of Transportation culvert has adequate capacity.
- Bus Rapid Transit Station: Prior to issuance of a Zoning Compliance Permit, the developer shall design and construct the BRT station with the developer contributing \$100,000 of those costs.

Stormwater Overview

Stormwater management is achieved by directing runoff into engineered stormwater control measures (SCMs) to store runoff which is released at a controlled rate into nearby waterbodies. Town regulations require the stormwater runoff rate leaving the site post-development shall not exceed the stormwater runoff rate leaving the site pre-development (existing conditions) for the local 1-year (2.96 in), 2-year (3.58 in), and 25-year (6.11 inches) 24-hour storm events. The intention of this regulation is to mitigate against high flow rates that can cause erosion and flooding in urban streams, damaging habitat, property, and infrastructure.

The Town also requires detention of the increased runoff volume due to development for the 2-year, 24-storm event using on-site infiltration or reuse of stormwater runoff as irrigation or graywater. The intention of this regulation is to prevent additional volume from being directed downstream. When neither infiltration or reuse are possible and/or practical, the increased volume is required to be slowly released or “drawn down” over a period of 2-5 days. The runoff is released through an orifice which control the rate. The design guidance requires projects to check larger storm events (i.e., 50-year (6.85 in) and 100-year (7.61 in)) to demonstrate runoff can bypass the engineered system and be discharged in a way to non-erosively impact the stream.

The design storms listed in the Town’s Stormwater Management ordinance are consistent with regional and industry standards. The design storm rainfall depths and intensities are based on data from NOAA Atlas 14. Stormwater design modeling assumes 100% available

storage in the engineered system prior to the rainfall event. In reality, rainfall is not entirely predictable; for example, there can be large events or high intensity bursts of rainfall in succession. The high intensity short-term bursts of rainfall occur with a higher frequency and can stress a stormwater system. The system may still be releasing runoff at the time a subsequent storm event arrives. Therefore, the assumption that there is 100% storage in the engineered storm systems may not be met resulting in overflow from smaller events.

Traditional stormwater controls rely on a single large system that results in flow released over longer duration. As an alternative, the practice of green infrastructure (i.e., permeable pavement and bioretention) can help address high intensity bursts of rainfall. Examples of green infrastructure at the Shelton Station project in Carrboro shown below. Green infrastructure (GI) capture runoff at its source and mimic natural hydrology. By dispersing small GI practices through the site, the impervious area is broken into smaller drainage basins reducing the accumulation of peak flow to one system. Green infrastructure adds redundancy, increases the available ponding, changes the timing of discharge, and attenuated peak flow. Green infrastructure also provides many ecosystem services and bolsters climate resiliency. Many sites end up utilizing a combination of traditional and GI.



Pervious pavement in the parking space



Bioretention basin

Traffic Overview

The Town's traffic consultant has provided a Technical Memorandum titled "Town-Wide Transportation Model – Estes Drive Scenario Testing" document providing information on scenario tests developed as using the Town-wide traffic model. The memorandum summarizes the scenario testing of the model for the 2024 AM and PM peak hour scenarios. The document provides additional information for the minimum and maximum queue data over five model runs for the analyzed intersections.

The table below summarizes the afternoon average maximum queue lengths at the intersection of Martin Luther King Jr. Blvd. and Estes Drive:

	2021 Base Model	2024 No-Build	2024 Build	2024 Build with Improvements
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The technical memorandum provides details for each of the four scenarios.

At the May 12 Public Hearing, Council also requested additional information regarding improvements to Estes Drive and Somerset Drive intersection. Based on the Estes Drive Scenario Testing Results, improvements to the Somerset Drive/Estes Drive intersection would need to be investigated regardless of whether the Aura Development is built – primarily due to lack of adequate gaps in the PM peak hour traffic stream along Estes Drive for the stop-controlled minor street approaches (and the fact that adding a fourth leg at the intersection) adds additional vehicular conflicts and further reduces side street capacity. The issue would not be caused by the Martin Luther King Jr. Blvd and Estes Drive intersection, as westbound queue issues should be able to be reduced with the committed Town project improvements.

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A signal at Somerset Drive and Estes Drive intersection would need more justification through a full application of the Manual on Uniform Traffic Control Devices (MUTCD) signal warrants.

The below information has not changed since the May 12, 2021 packet materials

PROJECT OVERVIEW

The application proposes applying the Office/Institutional-3-Conditional Zoning District (OI-3-CZD) to the site to accommodate a mix of land uses including retail/office, live-work spaces, and market-rate and affordable multi-family development. The site proposal includes approximately 418 apartment units and townhomes as well as approximately 15,000 sq. ft. of retail/restaurant/office floor area. The applicant has committed to no less than 361 apartment units and 57 townhomes. Currently the site is vacant having been deforested in 2018. More details about the proposed development can be found in the applicant's narrative and statement of justification in the Application Materials.

Information about the site and proposed zoning districts can be found below, as well as a list of proposed Modifications to Regulations, other important considerations that staff has identified, and an analysis of the project's consistency with the Comprehensive Plan and relevant Findings of Fact.

SITE CONTEXT

Staff has identified the following physical and regulatory characteristics of the land which are relevant to consideration of a Zoning Atlas Amendment:

- The site consists of a 16.2-acre vacant site that was deforested in 2018.
- The site fronts on and has access to Estes Drive and Martin Luther King Jr. Blvd, both arterial streets maintained by the North Carolina Department of Transportation (NCDOT).
- The site is located along the future Bus Rapid Transit (BRT) corridor along Martin Luther King Jr. Blvd.
- Amity Methodist Church on the opposite side of Estes Drive is zoned Office/Institutional-2 (OI-2).
- Shadowood Apartments, fronting on Martin Luther King Jr. Blvd., and the Coker Woods subdivision to the north of the site, are zoned Residential-5 (R-5).
- The property to the east of the site is vacant and zoned Residential-1 (R-1).
- West of the site, on the opposite side of Martin Luther King Jr. Blvd., is the former Horace Williams Airport property owned by University of North Carolina and zoned University-1 (U-1).
- The site is relatively flat with a Resource Conservation District in the southeast corner.

PROPOSED ZONING

The applicant has submitted a Conditional Zoning application, which allows review of the development proposal in conjunction with the rezoning, and which allows site-specific standards to be formulated and applied as conditions through a legislative process. The Conditional Zoning application provides an opportunity to establish conditions that modify use, intensity, and development standards in order to address impacts reasonably expected to be generated by development. Conditions can also address conformance of the development with town regulations and adopted plans. A -CZ suffix would be added to the zoning district designation to incorporate the approved conditions. The applicant proposes Office/Institutional-3-Conditional Zoning District (OI-3-CZD) for the site.

The intent of the Office/Institutional-3 (OI-3) zoning district is to "provide for major educational, research, public service, and office uses, and their necessary support functions, while minimizing conflicts with adjacent land uses."⁸ The Office/Institutional-3 (OI-3) zoning district is one of the few zones that allows intensity as envisioned with the Central West Plan and the adopted Future Land Use Map (FLUM).

The applicant has proposed modifications to permitted uses and dimensional standards for the proposed zoning districts, among other requested modifications, as summarized in the Modifications to Regulations section below.

PROPOSED MODIFICATIONS TO REGULATIONS

- 1) Section 5.6.6 Schedule of Required Buffers:** The applicant is requesting proposed modifications to perimeter buffer standards as follows:

Location of Buffer	Ordinance Standard	Proposed Buffer
Northern Buffer	10' Type "B"	Varied width/modified buffer
Southern Buffer	15' Type "B"	Varied width/modified buffer
Eastern Buffer	15' Type "A"	Varied width/modified buffer

⁸ LUMO Section 3.3.5

Western Buffer	15' Type "B"	15' modified buffer
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Staff Comment: With the proposed urban form and intensity envisioned with the Central West Plan, Future Land Use Map (FLUM), and elements of the Comprehensive Plan, variable or modified buffers are appropriate for this site for development adjacent to a major transportation corridor with Bus Rapid Transit (BRT).

- 2) Section 5.9.6 Parking Landscaping Standards:** The parking landscape standards require parking facilities to be separated from the exterior wall of a structure by a landscaped buffer strip at least five (5) feet in width and landscaped in accordance with Town standards. The applicant is proposing to provide tree plantings and planters in lieu of the foundation landscape buffer strip.

Staff Comment: The parking landscaping standards are based on a suburban standard and the developer is proposing a more urban setting as appropriate for this site for development adjacent to a major transportation corridor with BRT in accordance with the Central West Plan, FLUM, and elements of the Comprehensive Plan.

Council Findings and Public Purpose: The Council has the ability to modify the regulations according to Section 4.4.5 of the Land Use Management Ordinance. Staff believes that the Council could modify the regulations if it makes a finding in this particular case that public purposes are satisfied to an equivalent or greater degree. If the Council chooses to deny a request for modifications to regulations, the developer's alternative is to revise the proposal to comply with the regulations.

AFFORDABLE HOUSING

The applicant proposes to provide 15 percent of the apartment units as affordable. The project proposes 361 apartment units with 54 affordable rental units, at sizes proportional to the sizes of the market units. The affordable rental units would remain affordable for a period of thirty (30) years with half of the units offered at 65 percent AMI and half at 80 percent AMI. Additionally the applicant is proposing to sponsor five (5) dwelling units in the Habitat for Humanity's Weavers Grove project.

TRAFFIC EVALUATION

A Traffic Impact Study was conducted for the proposed development. Additionally, the Town has provided an initial review of the traffic impacts using the town-wide traffic model. The Traffic Impact Study analyzed the impact of the development on the nearby intersections and determined the following improvements would be necessary to mitigate the impacts:

Martin Luther King Jr. Blvd. and Estes Drive:

- Extend the storage of the existing westbound right-turn lane to at least 500 feet of full storage;
- Incorporate bicycle and pedestrian facilities along Estes Drive frontage
- Incorporate pedestrian improvements along Martin Luther King Jr. Blvd. frontage
- Incorporate transit stop and related amenities on Martin Luther King Jr. Blvd.

Martin Luther King Jr. Blvd. and Future Access Drive #1:

- Provide one ingress and one egress lane
- Restrict access to right-in/right-out only
- Construct an exclusive northbound right-turn lane on Martin Luther King Jr. Blvd. with at least 100 feet of storage

- Provide a high-visibility painted crosswalk across the driveway

Estes Drive and Future Access Drive #2:

- Provide one ingress and two egress lanes. Provide a minimum of 100 feet of storage for an exclusive southbound left-turn lane
- Construct an exclusive eastbound left-turn lane with a minimum of 100 feet of storage
- Construct an exclusive westbound right-turn lane with a minimum of 100 feet of storage
- Provide a high-visibility painted crosswalk across the driveway

Additionally, the applicant is proposing construction of a mid-block pedestrian crossing of Estes Drive. This pedestrian crossing would be similar in design to the mid-block pedestrian crossings on Martin Luther King Jr. Blvd.







Town staff, along with the Town's Traffic Consultant, hosted two community meetings on the Traffic Impact Study. Additionally, the Town recently shared results of the new Town-wide Traffic Modelling efforts. The chart below compares the two processes' projected levels of service for the afternoon peak hour:

Intersection	Town-Wide Model	Aura TIA
MLK Blvd and Estes Drive	D	D
Eastbound	D	E
Westbound	D	E
Northbound	D	D
Southbound	C	C

CONSISTENCY WITH THE COMPREHENSIVE PLAN AND OTHER DOCUMENTS

Town staff has reviewed this application for compliance with the themes from the [2020 Comprehensive Plan](#)⁹, the standards of the [Land Use Management Ordinance](#)¹⁰, and the [Town of Chapel Hill, NC : Design Manual and Standard Details](#)¹¹ and believes the Aura proposal for 1000 Martin Luther King Jr. Blvd. complies with several themes of the 2020 Comprehensive Plan:

Comprehensive Plan Themes: The following are themes from the 2020 Comprehensive Plan, adopted June 25, 2012:

<input checked="" type="checkbox"/>		Create a Place for Everyone	<input checked="" type="checkbox"/>		Develop Good Places, New Spaces
<input checked="" type="checkbox"/>		Support Community Prosperity	<input type="checkbox"/>		Nurture Our Community
<input checked="" type="checkbox"/>		Facilitate Getting Around	<input type="checkbox"/>		Grow Town and Gown Collaboration

- A range of housing options for current and future residents (*Goal-Create a Place for Everyone.3*)

⁹ <http://www.townofchapelhill.org/home/showdocument?id=15001>

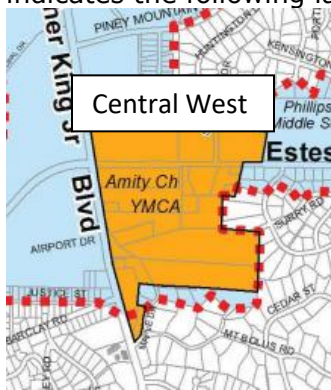
¹⁰ https://www.municode.com/library/#!/nc/chapel_hill/codes/code_of_ordinances?nodeId=CO_APXALAUSMA

¹¹ <http://www.townofchapelhill.org/town-hall/departments-services/public-works/engineering/design-manual-and-standard-details>

- Balance and sustain finances by increasing revenues and decreasing expenses (*Goal-Support Community Prosperity and Engagement.1*)
- A range of neighborhood types that addresses residential, commercial, social, and cultural needs and uses while building and evolving Chapel Hill's character for residents, visitors, and students. (*Goal-Develop Good Places, New Spaces.5*)
- A connected community that links neighborhoods, businesses, and schools through the provision of greenways, sidewalks, bike facilities, and public transportation (*Goal-Facilitate Getting Around.2*)

Land Use Plan: The Future Land Use Map adopted in December 2020 identifies this area as a multi-family development with shops and offices near the Bus Rapid Transit (BRT) within the Central West Focus Area.

Central West Small Area Plan: The focus area of the plan includes the site of the Aura development project. The total land area is approximately 85 acres in size and the plan indicates the following land uses:



Central West Land Uses	
Use	Total
Residential	620 dwelling units
Office	100,000 sq. ft.
Retail	25,000 sq. ft.
Hotel	65,000 sq. ft.
Commercial	30,000 sq. ft.
Institutional	50,000 sq. ft.

The Central West Small Area Plan projections have been assigned to different areas within the plan boundaries. The table below compares the values from the Central West Plan with the proposed Aura Development for the Aura property:

Use	Central West Proposal	Aura Proposal
Residential	175 dwelling units	419 dwelling units
Office	40,000 sq. ft.	2,316 sq. ft.
Retail	20,000 sq. ft.	7,521 sq. ft.
Hotel	65,000 sq. ft.	0
Commercial	20,000 sq. ft.	6,020 sq. ft.

Market Analysis: Market conditions have changed significantly since drafting of the Central West Small Area Plan in 2013. The Town recently contracted to conduct a [Mini Market Study of the Aura Site](https://www.townofchapelhill.org/home/showpublisheddocument?id=48404)¹². The study summarizes:

- "Ten years ago, this would have been a good but not great location for a convenience store, gas station, or drug store but the area is now saturated with them.
- The most likely tenants of traditional office space are realtors or wealth managers, who would want both good access and visibility from the street.
- Mixed-use can work on this site, particularly live/work unit and possibly a coffee shop, but any pure retail use would need to be visible from the street."

¹² <https://www.townofchapelhill.org/home/showpublisheddocument?id=48404>

The market study concluded that economically the highest and best use of the site is pure residential at the proposed density.

Mobility and Connectivity Plan¹³: The adopted mobility plan (page 79) includes a recommendation for the Timberlyne Trail, a greenway between Weaver Dairy Road and Estes Drive. A portion of the proposed greenway is adjacent to the eastern edge of the proposed development within a Duke Energy easement. The applicant has agreed to dedicate a 15-foot wide greenway easement along the northeastern property line. The remaining portion of the greenway would be constructed on the property with a crossing of the Resource Conservation District (and Jordan Buffer) and connect with Estes Drive near the proposed pedestrian crossing.

The applicant will also be providing frontage improvements along Estes Drive to match the cross-section to the east. This will include a 10-foot wide multi-use path as well as an on-street 5-foot wide bicycle lane. These have been included as conditions in Ordinance A.

FINDINGS OF FACT

In order to establish and maintain sound, stable, and desirable development within the planning jurisdiction of the Town, it is intended that the Land Use Management Ordinance (as stated in Section 4.4) shall not be amended except:

- 1) To correct a manifest error in the chapter; or
- 2) Because of changed or changing conditions in a particular area or in the jurisdiction generally; or
- 3) To achieve the purposes of the Comprehensive Plan.

Staff provides below an evaluation of this application based on the three findings. Further information may be presented for the Council's consideration as part of the public hearing process. All information submitted at the public hearing will be included in the record of the hearing.

1) Finding #1: The proposed zoning amendment is necessary to correct a manifest error.

Arguments in Support: To date, no arguments in support have been submitted or identified by staff.

Arguments in Opposition: To date, no arguments in opposition have been submitted or identified by staff.

Staff Response: We believe, based on the information entered into the record to date, that there is no manifest error in the Town's Zoning Atlas Amendment related to the project site.

2) Finding #2: The proposed zoning amendment is necessary because of changed or changing conditions in a particular area or in the jurisdiction generally.

Arguments in Support: The applicant's Statement of Justification states that the proposal is in accordance with the Chapel Hill 2020 Comprehensive Plan and the Central West Small Area Plan, an element of the Town's Comprehensive Plan.

Arguments in Opposition: To date, no arguments in opposition have been submitted or identified by staff.

¹³ https://townhall.townofchapelhill.org/agendas/2020/10/28/20201023_Mobility_and_Connectivity_Plan.pdf

Staff Response: We believe, based on the information entered into the record to date, that the Council could make the finding that the proposed zoning amendment is in response to changing conditions along Martin Luther King Jr. Blvd. and in the jurisdiction generally.

- 3) Finding #3:** The proposed zoning amendment is necessary to achieve the purposes of the comprehensive plan.

Arguments in Support: The applicant's Statement of Consistency states that the proposed rezoning would contribute to the two key concepts of the Comprehensive Plan including choices and connections.

In addition, the applicant's statement notes compliance with the 13 guiding principles of the Central West Plan, an element of the Comprehensive Plan. Please refer to the applicant's Statement of Consistency in the applicant materials.

Arguments in Opposition: Members of the public have identified concerns related to traffic and stormwater impacts.

Staff Response: We believe, based on the information entered into the record to date, that the Council could make the finding that the proposed zoning amendment is necessary to achieve the purposes of the Comprehensive Plan based on the initial review by the town-wide traffic model.
















PROJECT FACT SHEET













Project Details

Site Description	
Project Name	Aura Development
Address	1000 Martin Luther King Jr. Blvd
Property Size (GLA)	705,070 sf (16.2 acres)
Existing	Vacant
Orange County Parcel Identifier Number	9789-35-9617
Existing Zoning	Residential-1 (R-1)
Proposed Zoning	Office/Institutional-3-Conditional Zoning District (OI-3-CZD)


Site Development Standards

Topic	Comment	Status
Development Intensity		
Use/Density (Sec. 3.7)	Commercial and Residential 418 Dwelling units (361 apartment units and 57 for-sale townhomes); 13,541 sq. ft business, convenience (7,521 sq. ft. of commercial and 6,020 sq. ft. of restaurant); 2,316 sq. ft. of business, office-type	✓
Dimensional Standards (Sec. 3.8)	Primary height: NA Core height: NA Setbacks: 0 ft. in Office/Institutional-3 (OI-3) zoning districts except for Transitional Control Intensity standards – setbacks shall be equal to adjacent residential zoned property	✓
Floor area (Sec. 3.8)	Maximum: 399,069 sq. ft. Affordable Floor Area Bonus: 54 units X 4,400 = 237,600 sq. ft. Maximum Floor Area with Bonus: 636,670 sq. ft. Proposed: 560,803 sq. ft.	✓
Landscape		
Buffer – North (Sec. 5.6.6)	<i>Required:</i> 10' Type "B" <i>Proposed:</i> Variable width/modified buffer	M
Buffer – East (Sec. 5.6.6)	<i>Required:</i> 15' Type "A" <i>Proposed:</i> Variable width/modified buffer	M
Buffer – South (Sec. 5.6.6)	<i>Required:</i> 15' Type "B" <i>Proposed:</i> Variable width/modified buffer	M
Buffer - West (Sec. 5.6.6)	<i>Required:</i> 15' Type "B" <i>Proposed:</i> 15' modified buffer	M
Tree Canopy (Sec. 5.7)	<i>Required:</i> 40% <i>Proposed:</i> 40%	✓
Landscape Standards	Application must comply – requested modification to regulations for foundation plantings	M

(Sec. 5.9.6)		
Environment		
Resource Conservation District (Sec. 3.6)	<i>Required:</i> Maximum of 40% of land disturbance in upland zone <i>Proposed:</i> 11,228 sq. ft.	
Erosion Control (Sec. 5.3.1)	Orange County Erosion Control permit required	
Steep Slopes (Sec. 5.3.2)	<i>Required:</i> Disturb less than 25% of slopes exceeding 25% (7,841 sq. ft.) <i>Proposed:</i> less than 25% of slopes exceeding 25%	
Stormwater Management (Sec. 5.4)	Meet or exceed LUMO 5.4 standards	
Land Disturbance	653,400 sq. ft. (15 acres)	
Impervious Surface	<i>Maximum:</i> 493,535 sq. ft. (11.33 acres) – 70% of land area <i>Proposed:</i> 466,092 sq. ft. (10.7 acres) – 66.1% of land area	
Solid Waste & Recycling	Private refuse service proposed	
Jordan Riparian Buffer (Sec. 5.18)	11,228 sq. ft.	
Access & Circulation		
Road Improvements (Sec. 5.8)	Improvements to be completed in accordance with TIA findings, including: Martin Luther King Jr. Blvd and Estes Drive intersection <ul style="list-style-type: none"> Extend WB right-turn lane to at least 500' of full storage with taper Martin Luther King Jr. Blvd and Future Driveway #1 <ul style="list-style-type: none"> One ingress and one egress lane Restrict access to right-in/right-out only High visibility crosswalk across driveway Median on Martin Luther King Jr. Blvd. Estes Drive and Future Driveway #2 <ul style="list-style-type: none"> One ingress and two egress lanes; minimum of 100' storage for exclusive SB left turn Exclusive EB left-turn lane with a minimum of 100' of full storage with taper Exclusive WB right-turn lane with a minimum of 100' of full storage with taper High visibility crosswalk across driveway 	
Vehicular Access (Sec. 5.8)	Two points of access – one full access from Estes Drive and right-in/right-out from Martin Luther King Jr. Blvd.	
Bicycle Improvements (Sec. 5.8)	Bicycle improvements along Estes Drive frontage including 12' multi-use path; Construction of greenway traversing along eastern property line to connect with Estes Drive at the Site Access Drive	
Pedestrian Improvements (Sec. 5.8)	Pedestrian improvements along Estes Drive frontage including 12' multi-use path; Crosswalk on Estes Drive	
Traffic Impact Analysis (Sec. 5.9)	TIA completed	

Vehicular Parking (Sec. 5.9)	<i>Required:</i> NA in OI-3 district <i>Proposed:</i> 650 vehicle parking spaces	
Transit (Sec. 5.8)	Incorporate bus stop and related amenities	
Bicycle Parking (Sec. 5.9)	<i>Required:</i> 119 spaces <i>Proposed:</i> 120 spaces Commercial – 24 spaces (20% long term) Residential – 95 spaces (90% long term)	
Electric Vehicle Parking	<i>Proposed:</i> minimum of 20 spaces	
Parking Lot Standards (Sec. 5.9)	Built to Town Standards	
Technical		
Fire	Built to Town Standards	
Site Improvements	418 Dwelling units; 7,521 sq. ft. of commercial use; 6,020 sq. ft. of restaurant use; 2,316 sq. ft. of office use	
Schools Adequate Public Facilities (Sec. 5.16)	Application must comply	
Inclusionary Zoning Ordinance (Sec. 3.10)	<i>Required:</i> 15% (54 units) <i>Proposed:</i> 47 affordable rental units and sponsorship of five (5) Habitat for Humanity Weavers Grove homes	
Recreation Area (Sec. 5.5)	<i>Required:</i> 10,576 sq. ft. <i>Proposed:</i> 40,000 sq. ft.	
Lighting Plan (Sec. 5.11)	Built to Town Standards; Maximum of 0.3 footcandles at property line	
Homeowners Association (Sec. 4.6)	Yes	

Project Summary Legend

Symbol	Meaning
	Meets Requirements
M	Seeking Modification
FP	Required at Final Plan
NA	Not Applicable

REVISED ORDINANCE A

(Rezoning from Residential-1 (R-1) to Office/Institutional-3-Conditional Zoning District (OI-3-CZD))

AN ORDINANCE AMENDING THE CHAPEL HILL ZONING ATLAS TO REZONE THE PROPERTY LOCATED AT 1000 MARTIN LUTHER KING JR. BLVD. TO OFFICE/INSTITUTIONAL-3-CONDITIONAL ZONING DISTRICT (OI-3-CZD) (2021-06-23/O-7)

WHEREAS, the Council of the Town of Chapel Hill has considered the application for Conditional Zoning submitted by Coulter Jewell Thames, PA, on behalf of Trinsic Residential Group and Cant Hook Properties LLC, the owner of the property, located at 1000 Martin Luther King Jr. Blvd. and having Orange County Property Identifier Number 9789-35-9617, for which this application is made and finds that the amendment if enacted, is reasonable and in the public's interest and is warranted to achieve the purposes of the Comprehensive Plan, as explained by, but not limited to, the following goals of the Comprehensive Plan:

- A range of housing options for current and future residents (*Goal-Create a Place for Everyone.3*)
- Balance and sustain finances by increasing revenues and decreasing expenses (*Goal-Support Community Prosperity and Engagement.1*)
- A range of neighborhood types that addresses residential, commercial, social, and cultural needs and uses while building and evolving Chapel Hill's character for residents, visitors, and students. (*Goal-Develop Good Places, New Spaces.5*)
- A connected community that links neighborhoods, businesses, and schools through the provision of greenways, sidewalks, bike facilities, and public transportation (*Goal-Facilitate Getting Around.2*)

WHEREAS, the application, if rezoned to Office/Institutional-3-Conditional Zoning District (OI-3-CZD) according to the rezoning plan dated September 24, 2020, and last revised November 12, 2020, December 18, 2020, and January 29, 2021, would address the impacts reasonably expected to be generated by the development or use of the site and the conditions listed below:

- 1) Conform with the applicable provisions of the Land Use Management Ordinance and Town Code
- 2) Conform with the Comprehensive Plan
- 3) Be compatible with the adjoining uses
- 4) Mitigate impacts on surrounding properties and the Town as a whole
- 5) Be harmonious with existing and proposed built systems including utility infrastructure, transportation facilities, police and fire coverage, and other public services and facilities
- 6) Be harmonious with natural systems such as hydrology, topography, and other environmental constraints

MODIFICATIONS TO REGULATIONS

WHEREAS, the Town of Chapel Hill finds, in this particular case, that the proposed development with the following requested modifications to regulations satisfies public purposes to an equivalent or greater degree:

- 1. Section 5.6.6 Required Buffers:** Modify the buffer standards to allow the modified or varied width buffers.

Location of Buffer	Proposed Buffer
Northern Buffer	Varied width/modified buffer
Southern Buffer	Varied width/modified buffer
Eastern Buffer	Varied width/modified buffer
Western Buffer	15' modified buffer

This finding is based on a determination that the public purposes are satisfied to an equivalent or greater degree as the urban form and intensity envisioned with the Central West Plan, Future Land Use Map (FLUM), and elements of the Comprehensive Plan, variable width and modified buffers are appropriate for this site for development adjacent to a major transportation corridor with Bus Rapid Transit (BRT).

- 2. Section 5.9.6 Parking Landscaping Standards:** The parking landscape standards require a foundation buffer strip to separate the building from parking facilities. In lieu of the five (5) foot landscape strip, street trees and planters, as shown on the site plan, shall be provided.

This finding is based on a determination that the public purposes are satisfied to an equivalent or greater degree as the standards are based on a suburban standard and the developer is proposing a more urban setting as appropriate for this site for development adjacent to a major transportation corridor with BRT in accordance with the Central West Plan, FLUM, and elements of the Comprehensive Plan.

CONDITIONAL USES

BE IT ORDAINED by the Council of the Town of Chapel Hill that it finds, in this particular case, the proposed rezoning with the following uses, subject to the conditions below, satisfies the purposes of Office/Institutional-3-Conditional Zoning District (OI-3-CZD).

BE IT FURTHER ORDAINED by the Council of the Town of Chapel Hill that the Chapel Hill Zoning Atlas be amended as follows:

SECTION I

The following Orange County parcels identified by Parcel Identifier Number (PIN) 9789-35-9617, described below, shall be rezoned to Office/Institutional-3-Conditional Zoning District (OI-3-CZD):

Legal Description – Zone Office/Institutional-3-Conditional Zoning District (OI-3-CZD):

BEGINNING at the southeast corner of that 16.49 acre tract shown as Misty Woods at Plat Book 40, Page 49, Orange County Registry, running thence with the southern boundary of said tract South 83 deg. 16 min. 17" West 657.35 feet to a stake in the eastern boundary of the right-of-way of Airport Road, running thence with the eastern boundary of said right-of-way South 9 deg. 11 min. 56" East 40.46 feet to a stake, running thence with the eastern boundary of said right-of-way South 9 deg. 9 min. 47" East 415.92 feet to a point, running thence South 53 deg. 19 min. 02" East 112.71 feet to a point in the northern boundary of the right-of-way of Estes Drive, running thence with the northern boundary of said right-of-way North 89 deg. 41 min. 59" East 905.63 feet to a point, running thence with the northern boundary of said right-of-way North 89 deg. 51 min. 15" East 67.67 feet to a stake in the center line of a 68 foot wide Duke Power Company easement, running thence with the center line of said easement North 00 deg. 44 min. 18" East 648.07 feet to

a stake, running thence South 83 deg. 16 min. 17" West 495.33 feet to the point and place of beginning; and being a total of 14.71 acres including to the midpoint of the adjoining Estes Drive and Martin Luther King Jr. Blvd. rights-of-ways.

SECTION II

BE IT FURTHER ORDAINED by the Council of the Town of Chapel Hill that the following conditions are hereby incorporated by reference:

1. Expiration of Conditional Zoning Atlas Amendment: An application for Zoning Compliance Permit must be filed by June 16, 2023 (2 years from the date of this approval) or the land shall revert to its previous zoning designation. [LUMO 4.4.5(f)]
2. Consent to Conditions: This approval is not effective until property owner of the property provides written consent to the approval. Written consent must be provided within 10 days of enactment by the Town Council.
3. Land Use Intensity: This Conditional Zoning Atlas Amendment authorizes the following:

Land Use: Residential, Office, Commercial	
Permitted Uses	419 dwelling units; 7,521 sq. ft. of commercial use; 6,020 sq. ft. of restaurant use; 2,316 sq. ft. of office use
Gross Land Area	705,070 sq. ft.
Floor Area	399,069 sq. ft.
Floor Area Bonus for Affordable Housing	237,600 sq. ft.
Maximum Total Floor Area (Floor Area + Floor Area Bonus)	<i>Permitted:</i> 636,670 sq. ft. <i>Requested:</i> 560,803 sq. ft.
Maximum Dwelling Units	419
Minimum Affordable for sale Dwelling Units	8
Minimum Affordable Rental Dwelling Units	29 units with 9 at 80% AMI and 20 at 65% AMI
Maximum Commercial Floor Area	15,857 sq. ft.
Total Impervious Surface	466,092 sq. ft.
Proposed Parking Spaces	650 parking space (no requirement in OI-3)
Maximum Parking Spaces	650 parking spaces
Electric Vehicle Parking Spaces	20 spaces minimum
Proposed Bicycle Parking Spaces	120 parking spaces
Tree Canopy Coverage	40%
Resource Conservation District Land Disturbance	7,350 sq ft
Jordan Buffer Land Disturbance	7,350 sq ft
Recreation Area Proposed	10,576 sq ft

Affordable Housing

4. Affordable Housing Plan/Performance Agreement: Prior to the issuance of a Zoning Compliance Permit, the developer must submit an Affordable Housing Plan to be incorporated into an Affordable Housing Performance Agreement to be executed by the developer and the Town Manager (or designee). The Affordable Housing Plan will contain the following information:

General information about the nature and scope of the covered development, including:

- a. Eight (8) affordable for sale dwelling units for households earning 80 percent of AMI
- b. 29 apartment units with nine (9) available to residents earning up to 80 percent AMI and 20 units for residents earning up to 65 percent AMI. The rental units will be one and two bedroom units proportional to the market-rate units.
- c. The Plan will include information on:
 - i. The total number of market rate units and Affordable Dwelling Units in the development.
 - ii. The number of bedrooms and bathrooms in each Affordable Dwelling Unit.
 - iii. The approximate square footage of each Affordable Dwelling Unit.
 - iv. The rental pricing for each Affordable Dwelling Unit. The rental pricing of each unit shall be based on 65 percent and 80 percent of AMI.
 - v. Documentation and plans regarding the exterior appearance, materials and finishes of the development for each of the Affordable Dwelling Units.
 - vi. The rental affordability term shall be at least thirty (30) years for issuance of a Certificate of Occupancy.
- d. Half of the affordable rental dwelling units by shall be completed prior to Zoning Final Inspection of half of the market rate dwelling units. The remaining affordable rental dwelling units shall be completed prior to Zoning Final Inspection of 90 percent of the market rate dwelling units. Half of the affordable for-sale dwelling units by shall be completed prior to Zoning Final Inspection of half of the market rate dwelling units. The remaining affordable for-sale dwelling units shall be completed prior to Zoning Final Inspection of 90 percent of the market rate dwelling units.
- e. The affordable dwelling units shall be substantially indistinguishable from the market-rate units on the exterior.
- f. Any and all other information that the Town Manager may require that is needed to demonstrate compliance with the Council's Affordable Housing Policies.

5. Housing Vouchers: The developer agrees to accept Housing Choice Vouchers from the renters of the affordable rental units for the 30-year period of affordability for the project.

Miscellaneous

6. Estes Drive at the site entrance: Prior to issuance of a Zoning Compliance Permit, all construction details shall be reviewed and approved by the Town and NC Department of Transportation. Prior to issuance of a Final Zoning Inspection, the developer shall construct the following improvements:
- One ingress and two egress lanes; minimum of 100 foot storage for exclusive southbound left turn
 - Exclusive eastbound left-turn lane with a minimum of 100 foot of full storage with taper
 - Exclusive westbound right-turn lane with a minimum of 100 foot of full storage with taper
 - High visibility crosswalk across driveway and across Estes Drive

- Install Rectangular Rapid Flashing Beacon on Estes Drive and on site entrance approaches (for both sidewalks) in accordance with Town and NC Department of Transportation standards
 - Install green paint bicycle lane markings on Estes Drive in both bicycle lanes in accordance with Town and NC Department of Transportation standards
7. Estes Drive and Martin Luther King Jr. Blvd.: Prior to issuance of a Zoning Compliance Permit, construction details shall be reviewed and approved by the Town and NC Department of Transportation. Prior to issuance of a Final Zoning Inspection, the developer shall construct the following improvements:
 - Extend westbound right-turn lane queue length at least 500 foot of full storage with taper
 - Extend westbound left-turn lane queue length on Estes Drive
 - Provide payment-in-lieu of \$5,000 for revising signal timing
 - Improve/install street lighting in accordance with NC Department of Transportation (NCDOT) standards
 8. Martin Luther King Jr. Blvd and Future Driveway #1: Prior to issuance of a Zoning Compliance Permit, construction details shall be reviewed and approved by the Town and NC Department of Transportation. Prior to issuance of a Final Zoning Inspection, the developer shall construct the following improvements:
 - One ingress and one egress lane
 - Restrict access to right-in/right-out only
 - Median on Martin Luther King Jr. Blvd.
 9. Estes Drive and Somerset Drive: Prior to issuance of a Zoning Compliance Permit, all construction details shall be reviewed and approved by the Town and NC Department of Transportation. A full traffic signal be constructed by the Town if traffic signal is warranted and approved by NCDOT. Remaining funds required for traffic signal design and construction to be provided by others. Prior to issuance of a Final Zoning Inspection, the developer shall:
 - contribute \$25,000 toward construction and installation of a traffic signal at the intersection of Somerset Drive and Estes Drive.
 10. Transportation Management Plan: Prior to issuance of a Zoning Compliance Permit, the developer shall submit a Transportation Management Plan (TMP).
 11. Future Bike Share Station: Prior to issuance of a Zoning Compliance Permit, the plans shall indicate an area to be designated as a future bike share docking station near the Bus Rapid Transit station along Martin Luther King Jr. Blvd.
 12. Street Lighting: Prior to issuance of a Zoning Compliance Permit, street lighting shall be designed subject to review and approval by the Town and NCDOT. The lighting shall be installed along the frontage of the development on Estes Drive and Martin Luther King Jr. Blvd. prior to Final Zoning Inspection.
 13. NCDOT Approvals: Prior to performing work in the NCDOT rights-of way, the developer will need to obtain the following:
 - Approved NCDOT Driveway permit for proposed accesses;
 - Approved NCDOT 3-Party Encroachment Agreement for any proposed/stipulated sidewalk/multi-use path, landscaping and appurtenances to be constructed by the Developer;

- Approved NCDOT 3-Party Encroachment Agreement for proposed water and sewer construction.
14. Adjacent Property Stub-Out: Prior to issuance of a Zoning Compliance Permit, the developer shall submit plans showing a cross access easement for a street stub-out to the adjacent parcel identified as PIN 9789-45-5646.
 15. Estes Drive Pedestrian Crossing: Prior to issuance of a Zoning Compliance Permit, the developer shall submit plans showing construction of a mid-block crossing on Estes Drive. The site plan sheet shall include a mid-block crosswalk with refuge islands and rectangular rapid flashing beacon (RRFB). Final design and construction details must be approved by the Town Manager.
 16. Electric Vehicle Charging Stations: Prior to issuance of a Zoning Compliance Permit, the developer shall submit plans showing installation of a minimum of 20 electric vehicular charging station spaces. The development site shall provide at least 20% all of total vehicular parking spaces to serve as electric vehicle ready, which includes installing dedicated electrical circuits and underground conduits.
 17. Bus Rapid Transit Station: Prior to issuance of a Zoning Compliance Permit, the developer shall prepare design plans for the BRT station to be reviewed and approved by the Town Manager. Prior to Zoning Final Inspection, the developer shall provide \$100,000 payment-in-lieu for the bus rapid transit station.
 18. Estes Drive Bicycle-Pedestrian Improvements: Prior to issuance of a Zoning Compliance Permit, the developer shall continue to coordinate with Town staff and design consultant on the construction management plan and traffic management plan for Aura Development in relation to those of the Estes Drive Connectivity Project to avoid conflict and maximize efficiency. The developer shall continue to coordinate and communicate with Town staff and design consultant to show accurate alignments, dimensions, and design details for multi-use path, bicycle lane, and roadway along Estes Drive on the site plan sheets. This coordination includes widening the four westbound lanes on Estes Drive from ten (10) feet to eleven (11) feet. Final design and construction must be approved by the Town Manager and NCDOT. Final design shall include:
 - 5 foot wide bicycle lane
 - minimum 6 foot wide planting strip with landscaping;
 - 8 foot wide sidewalk
 Prior to issuance of a Zoning Compliance Permit, the developer will work with Town staff on bicycle and pedestrian flow at and approaching the corner plaza to ensure safe and accessible movements for all users. Measures shall include varying paving materials, tactile warning surfaces, pavement markings, and signage as appropriate.
 19. Parking Space Rental: The developer shall rent the resident parking spaces, available only to Aura residents, separately from apartment rental leases. Vehicle parking spaces shall be offered to Aura residents at an additional per month rate. Prior to a Zoning Final Inspection, a lease example shall be provided to the Town for review and approval. Nothing in this condition shall limit Aura's ability to provide appropriate number of visitor parking spaces for the project.
 20. Greenway: Prior to issuance of a Zoning Compliance Permit, the developer shall submit plans for review and approval by the Town Manager showing the greenway perpendicularly crossing the Resource Conservation District and Jordan Buffer and

connecting to the south at the Access Drive on Estes Drive. The shown greenway easement will continue to the northeast of the property. Prior to a Zoning Final Inspection, the greenway will be constructed in the southern portion of the site and the entire greenway and easement dedicated with a public access easement.

21. Commercial Space: An increase of up to 100 percent of the permitted commercial use square footage shall be considered an administrative approval.
22. OWASA: Design must meet all requirements of OWASA Standards and Specifications (unless modified by OWASA) including easement widths.
23. Resource Conservation District: Prior to issuance of a Zoning Compliance Permit, any land disturbance within the Resource Conservation District, including staging, will require an additional submittal to be reviewed and approved by the Town Manager.
24. Jordan Buffer: Prior to issuance of a Zoning Compliance Permit, any land disturbance within the Jordan Buffer, including staging, will require an additional submittal to be reviewed and approved by the Town Manager.
25. Estes Drive Culvert: Prior to beginning any land disturbing activities on the property, the developer shall ensure that the culvert underneath Estes Drive at the southeast corner of this site is free of debris. Prior to issuance of a Zoning Compliance Permit, the developer shall provide to the Town a detailed stormwater management plan ensuring that the NC Department of Transportation culvert has adequate capacity.
26. Recreation Area: A minimum of 10,576 sq. ft. of recreation area shall be provided on-site.
27. Community Design Commission Review: Except for any dwelling units constructed under the single-family/two-family building code, the Community Design Commission shall review and approve the building elevations, including the location and screening of all HVAC/Air Handling Units for the site, prior to issuance of a Zoning Compliance Permit.
28. Downstream Culvert Analysis: Prior to the issuance of the Zoning Compliance Permit, the developer shall provide a downstream analysis for the Town's regulatory design storms demonstrating that the peak flows for these storms can be conveyed through the culvert.
29. Stormwater Improvements: The developer shall incorporate green technologies including pervious surfaces and rain gardens to improve the stormwater qualities. A minimum of 3,600 sq. ft. of pervious pavement and 2,200 sq. ft. of rain gardens will be constructed on-site. Plans and calculations shall be reviewed and approved prior to issuance of a Zoning Compliance Permit and the features shall be installed prior to Zoning Final Inspection.
30. Stormwater Management Plan: This applicant shall provide a stormwater impact analysis demonstrating that post-development peak flows for the 50-year and 100-year storm events do not exceed the pre-development peak flows for the site at each point of analysis.
31. Downstream Analysis: Developer agrees to provide professional engineering services to monitor the condition of the receiving stream for a period of five years after acceptance

of the Stormwater Control Measure (SCM).

Further the developer will contribute up to \$50,000 for any necessary repairs to the receiving stream to maintain stability within the first 100 yards below the culvert.

32. Energy Efficiency: Prior to issuance of a Zoning Compliance Permit, an energy efficiency plan shall incorporate a 10 percent more energy efficient feature relative to the 90.1 energy efficiency standard of the American Society of Heating, Refrigeration, and Air Conditioning Engineers (ASHRAE), as amended and in effect at the time of Special Use Permit issuance. Comparable standards generally recognized as applicable to building energy consumption, as amended and in effect at the time of building permit issuance, may be used by the developer when incorporating the 10 percent more energy efficient feature into the final plans. An energy model should be used to demonstrate that the design will meet the aforementioned energy performance target.

TOWN OF CHAPEL HILL – CONDITIONAL ZONING STANDARD CONDITIONS

The following standard conditions are supplemental to site-specific conditions as set by Town Council-approved ordinance. Unless modified by the site-specific conditions noted above, these standards apply to all development permitted by Conditional Zoning.

Access

33. Accessibility Requirements: Prior to issuance of a Certificate of Occupancy, the developer shall provide the minimum required handicapped infrastructure according to the Americans with Disabilities Act and associated codes and standards.

Transportation

34. Transportation Management Plan: Prior to issuance of a Zoning Compliance Permit, the developer shall submit a Transportation Management Plan, subject to Town Manager approval. The Transportation Management Plan shall include monitoring of electric vehicle parking spaces usage. [LUMO 4.5.2]
35. Bicycle Parking: Prior to issuance of a Zoning Compliance Permit, the developer shall provide dimensioned details that comply with the Town parking standards for required and/or proposed bicycle parking spaces. Bicycle parking spaces should be placed near building entrances and located in well-lit and visible areas. The spaces must comply with the Spring 2010 Association of Pedestrian and Bicycle Professionals Guidelines and the Class I and Class II bicycle parking standards required by the Town Design Manual. [LUMO 5.9.7 and Town of Chapel Hill Design Manual]
36. Parking Lot: Any newly proposed parking lots, including additions to existing parking lots, shall be constructed to Town standards for dimensions and pavement design. [LUMO 5.9.5 and Town of Chapel Hill Design Manual]
37. Parking Lot Landscape and Screening: The parking lot landscape design shall adhere to the standards of the Chapel Hill Land Use Management Ordinance. [LUMO 5.9.6]
38. Lighting: Prior to issuance of a Zoning Compliance Permit, the developer shall design and install street lighting along the site frontage. Design and construction details must be approved by the Town Manager and the North Carolina Department of Transportation (NCDOT).

39. Driveway Permit: The developer must obtain an approved driveway permit and/or encroachment agreement(s) prior to beginning any proposed work within the NCDOT right-of-way. As a condition of the permit, the permittee shall be responsible for the design and construction of stipulated improvements in accordance with NCDOT requirements. An approved permit will be issued upon receipt of approved roadway and signal construction plans, inspection fees, and any necessary performance and indemnity bonds.
40. Pavement Markings: Any pavement markings proposed within the public street rights-of-way shall be long life thermoplastic and conform to the standards of the Manual on Uniform Traffic Control Devices (MUTCD). Pavement markings shall be installed if they previously existed on the roadways. [Town of Chapel Hill Design Manual]
41. Off-Site Construction Easements: Prior to any development that involves land disturbance on abutting properties, the developer shall provide documentation of approval from the affected property owner(s). [LUMO 5.8.1]
42. Sight Distance Triangles: Prior to issuance of a Certificate of Occupancy, the developer shall provide the Town of Chapel Hill with standard sight distance triangles at the proposed driveway locations. [Town of Chapel Hill Design Manual]
43. Low Vision Design Features: Any proposed pedestrian facilities should incorporate low vision design features as feasible.
44. Repairs in Public Right-of-Way: Prior to issuance of a Certificate of Occupancy, the developer shall repair all damage for work in the public right-of-way related to the construction of this project, which may include pavement milling and overlay. The design of such repairs must be reviewed and approved by the Town Manager and NCDOT prior to issuance of a Zoning Compliance Permit. [Town Code 17-40]
45. Street Closure Plan: Prior to issuance of a Zoning Compliance Permit, the developer shall provide a street closure plan, subject to Town Manager and NCDOT approval, for any work requiring street, sidewalk, or lane closure(s). [Town Code 21-7.1]
46. Work Zone Traffic Control Plan: Prior to issuance of a Zoning Compliance Permit, the developer shall provide a Work Zone Traffic Control Plan and a Construction Management Plan for approval by the Town Manager and NCDOT. The Work Zone Traffic Control Plan shall comply with the U.S. Department of Transportation Manual on Uniform Traffic Control Devices and include appropriate accommodations for bicycles and pedestrians. The Construction Management Plan shall provide staging, construction worker parking, construction vehicle routes, and hours of construction. [Town Code 17-47]

Landscaping and Building Elevations

47. Invasive Exotic Vegetation: Prior to issuance of a Zoning Compliance Permit, the developer shall identify on the planting plan any known invasive exotic species of vegetation, as defined by the Southeast Exotic Pest Plant Council (SE-EPPC), and provide notes indicating removal of these species from the landscape buffer areas prior to planting. [Town Design Manual]

48. Alternate Buffer: Prior to issuance of a Zoning Compliance Permit, review shall be required from the Community Design Commission for any proposed alternate buffer. [LUMO 5.6.8]
49. Landscape Protection: Prior to issuance of a Zoning Compliance Permit, a detailed Landscape Protection Plan shall be approved. The plan shall include a complete and currently updated tree survey showing critical root zones of all rare and specimen trees and labeled according to size and species. The plan shall also indicate which trees will be removed and which will remain. The plan shall also include standard notes, tree protection fencing details, and location of tree protection fencing. [LUMO 5.7.3]
50. Tree Protection Fencing: Prior to issuance of a Zoning Compliance Permit, the developer shall provide a detail of a tree protection fence and a note on the Final Plans indicating that tree protection fencing will be installed prior to land-disturbing activity on the site. The plans shall include continuous tree protection fencing around construction limits and indicated construction parking and materials staging/storage areas, and Town standard landscaping protection notes, subject to Town Manager approval. [LUMO 5.7.3]
51. Landscape Planting Plan: Prior to issuance of a Zoning Compliance Permit, the developer shall provide a detailed Landscape Planting Plan with a detailed planting list, subject to Town Manager approval. [LUMO 4.5.3]
52. Tree Canopy: A minimum of tree canopy coverage shall be provided through a combination of retained and replanted trees, unless a modification to regulations is approved. Calculations demonstrating compliance with Chapel Hill Land Use Management Ordinance Section 5.7.2 shall be included. [LUMO 5.7.2]
53. Retaining Wall Construction: If applicable, the final design and location of all retaining walls shall be approved by the Town Manager prior to issuance of a Zoning Compliance Permit.
54. Demolition Plan: Prior to beginning any proposed demolition activity, the developer must obtain demolition permits from both the Planning and Inspections departments. While the demolition component may be submitted to Planning in tandem with the Zoning Compliance Permit for new construction, a separate stand-alone demolition permit shall be issued prior to an Inspection's Demolition permit. Further, prior to the issuance of a demolition permit for all existing structures 500 square feet or larger, Orange County Solid Waste staff shall conduct a deconstruction assessment pursuant to the County's Regulated Recyclable Materials Ordinance (RRMO).
55. Lighting Plan Approval: Prior to issuance of a Zoning Compliance Permit, the Community Design Commission shall review a lighting plan and shall take additional care during review to ensure that the proposed lighting plan will minimize upward light pollution and off-site spillage of light. [LUMO 8.5.5]
56. Community Design Commission/Historic District Commission Review: The Community Design Commission shall review the building elevations, including the location and screening of all HVAC/Air Handling Units for the site, prior to issuance of a Zoning Compliance Permit. [LUMO 8.5.5] Within the Town's historic districts, the Historic District Commission will act in place of the Community Design Commission. [LUMO 8.4.6]

Environment

57. Stormwater Management Plan: Development projects must comply with *Section 5.4 Stormwater Management* of the Chapel Hill Land Use Management Ordinance. [LUMO 5.4]
58. Phasing Plan: If phasing of the project is proposed, then the developer shall provide a Phasing Plan as part of the Zoning Compliance Permit. The Phasing Plan also shall detail which public improvements and stormwater management structures will be completed in each phase prior to requesting a Certificate of Occupancy. Construction for any phase shall not begin until all public improvements in previous phases have been completed, and a note to this effect shall be provided on the final plans. [LUMO 4.4]
59. Erosion Control Bond: If one acre or more is to be uncovered by land-disturbing activities for the project, then a performance guarantee in accordance with *Section 5-97.1 Bonds* of the Town Code of Ordinances shall be required prior to final authorization to begin land-disturbing activities. [Town Code 5-98]
60. Sediment Control: The developer shall take appropriate measures to prevent and remove the deposit of wet or dry sediments on adjacent roadways. [Town Code 5-86]
61. Erosion Control Inspections: In addition to the requirement during construction for inspection after every rainfall, the developer shall inspect the erosion and sediment control devices daily, make any necessary repairs or adjustments to the devices, and maintain inspection logs documenting the daily inspections and any necessary repairs. [Orange County Erosion Control]
62. Erosion Control: The developer shall provide a copy of the approved erosion and sediment control permit from Orange County Erosion Control Division prior to receiving a Zoning Compliance Permit. During the construction phase, additional erosion and sediment controls may be required if the proposed measures do not contain the sediment. Sediment leaving the property is a violation of the Town's Erosion and Sediment Control Ordinance. [Town Code 5-98]
63. Stormwater Control Measure: The proposed stormwater control measures for the site shall be designed to meet the current North Carolina Division of Environmental Quality Design Manual and Town of Chapel Hill Public Works Engineering Design Manual. [LUMO 5.4.3]
64. Storm Drain Inlets: The developer shall provide pre-cast inlet hoods and covers stating, "Dump No Waste! Drains to Jordan Lake", in accordance with the specifications of the Town Standard Detail SD-4A, SD-5A, SD-5C include all applicable details*, for all new inlets for private, Town and State rights-of-way. [Town of Chapel Hill Design Manual]
65. On-Site/Adjacent Stormwater Features: The final plans shall locate and identify existing site conditions, including all on-site and adjacent stormwater drainage features, prior to issuance of a Zoning Compliance Permit. The final plans must provide proper inlet protection for the stormwater drainage inlets on or adjacent to the site to ensure the stormwater drainage system will not be obstructed with construction debris. [Town of Chapel Hill Design Manual]

66. Repair/Replacement of Damaged Stormwater Infrastructure: Existing stormwater infrastructure that is damaged as a result of the project demolition or construction must be repaired or replaced, as specified by the Stormwater Management Engineer, prior to requesting a Certificate of Occupancy. [Town of Chapel Hill Design Manual]
67. Performance Guarantee: A performance and maintenance guarantee in an amount satisfiable to the Town Manager shall be provided to meet the requirement of Section 4.9.3 of the Land Use Management Ordinance prior to the approval of final plat recordation. The performance guarantees and maintenance guarantees shall be satisfactory as to their form and manner of execution, and as to the sufficiency of their amount in securing the satisfactory construction, installation, or maintenance of the required stormwater control measure. The performance surety shall be an amount equal to one hundred and twenty-five percent (125%) of the total cost of uncompleted stormwater control measure(s) and conveyances prior to final plat recordation. The total cost of the storm water control measure(s) and conveyance(s) shall include the value of all materials, piping with size at least 12 inches and other structures, seeding and soil stabilization, design and engineering, grading, excavation, fill, and other work. The developer shall submit unit cost information pertaining to all storm water control measure(s) and/or bids from the grading contractor hired to perform the work and any change orders related thereto as a method to determine the basis for cost of the work. The final cost determination shall be made by the Stormwater Management Division, taking into consideration any additional costs as deemed necessary for completion of the stormwater control measure(s) and conveyance(s).

Upon completion of the storm water control measures(s) and related stormwater improvements and acceptance by the Town after final site inspection, the one hundred and twenty-five percent (125%) of the performance surety shall be released to the developer and a maintenance bond in an amount of twenty-five (25) percent of the construction cost estimate shall submitted by the developer prior to the issuance of certificate of occupancy. No sooner than one year after the recording date of the deed(s), easements and maintenance agreement, the owner may request release of the remainder of the maintenance bond. Upon request by the owner, the Stormwater Management Division shall inspect the stormwater control measures and conveyance to determine that they are performing as required by this Ordinance. The Stormwater Management Division, upon determining that the storm water control measures(s) and conveyances are performing as required by this Ordinance, and after any repairs to the storm water infrastructures are made by the owner, shall release the remaining maintenance bond.

Following the release of the maintenance bond, the developer and/or Homeowners Association shall continue to have a responsibility and obligation to inspect and maintain the stormwater infrastructure as required by the Town's Land Use Management Ordinance.

68. Sediment: Sediment leaving the property is a violation of the Town's Erosion and Sediment Control Ordinance. [Town Code 5-98]
69. Stormwater Control Measure: The proposed stormwater control measures for the site shall be designed to meet the current North Carolina Division of Environmental Quality Design Manual and Town of Chapel Hill Public Works Engineering Design Manual. [LUMO 5.4.3]

70. Storm Drain Inlets: The developer shall provide pre-cast inlet hoods and covers stating, "Dump No Waste! Drains to Jordan Lake", in accordance with the specifications of the Town Standard Detail SD-4A, SD-5A, SD-5C include all applicable details*, for all new inlets for private, Town and State rights-of-way. [Town of Chapel Hill Design Manual]
71. On-Site/Adjacent Stormwater Features: The final plans shall locate and identify existing site conditions, including all on-site and adjacent stormwater drainage features, prior to issuance of a Zoning Compliance Permit. The final plans must provide proper inlet protection for the stormwater drainage inlets on or adjacent to the site to ensure the stormwater drainage system will not be obstructed with construction debris. [Town of Chapel Hill Design Manual]
72. Repair/Replacement of Damaged Stormwater Infrastructure: Existing stormwater infrastructure that is damaged as a result of the project demolition or construction must be repaired or replaced, as specified by the Stormwater Management Engineer, prior to requesting a Certificate of Occupancy. [Town of Chapel Hill Design Manual]
73. Energy Efficiency: Prior to issuance of a Zoning Compliance Permit, an energy efficiency plan shall incorporate a "20 percent more energy efficient" feature relative to the 90.1 energy efficiency standard of the American Society of Heating, Refrigeration, and Air Conditioning Engineers (ASHRAE), as amended and in effect at the time of Special Use Permit issuance. Comparable standards generally recognized as applicable to building energy consumption, as amended and in effect at the time of building permit issuance, may be used by the developer when incorporating the "20 percent more energy efficient" feature into the final plans. An energy model should be used to demonstrate that the design will meet the aforementioned energy performance target. [Town Policy April 2007]
74. Energy Management Plan: Prior to issuance of a Zoning Compliance Permit, the developer shall submit an Energy Management Plan (EMP) for Town approval in substantial compliance with developer's plan submitted to Town Council as part of the Conditional Zoning Permit

Recreation

75. Recreation Space (Multi-Family): A minimum of 25 percent of the required Recreation Space for the project shall be provided in the form of a payment in lieu. The payment in lieu shall be paid prior to the issuance of a Zoning Compliance Permit.
76. Recreation Area (Subdivision): A minimum of 25 percent of the required Recreation Area for the project shall be provided in the form of a payment in lieu. The payment in lieu shall be paid prior to the issuance of a Zoning Compliance Permit.

Water, Sewer, and Other Utilities

77. Utility/Lighting Plan Approval: The final utility/lighting plan shall be approved by Orange Water and Sewer Authority (OWASA), Duke Energy Company, other applicable local utility service providers, and the Town Manager before issuance of a Zoning Compliance Permit. The developer shall be responsible for assuring that these utilities can continue to serve the development. In addition, detailed construction drawings shall be submitted to OWASA for review/approval prior to issuance of a Zoning Compliance Permit. [LUMO 5.12]

78. Lighting Plan: Prior to issuance of a Zoning Compliance Permit, the developer shall submit site plans, sealed by a Professional Engineer, for Town Manager approval, as well as other required documents to satisfy the lighting requirements of Section 5.11 of the Land Use Management Ordinance including: submission of a lighting plan; providing for adequate lighting on public sidewalks, including driveway crossings; and demonstrating compliance with Town standards. [LUMO 5.11]
79. Water/Sewer Line Construction: All public water and sewer plans shall be approved by and constructed according to OWASA standards. Where sewer lines are located beneath drive aisles and parking areas, construction methods approved by OWASA shall be employed to ensure that sewer lines will not be damaged by heavy service vehicles. [LUMO 5.12.1]
80. OWASA Approval: Prior to issuance of a Zoning Compliance Permit, any easement plats and documentation as required by OWASA and the Town Manager shall be recorded. [LUMO 5.12]
81. Irrigation: If permanent irrigation is proposed to support landscaping, an irrigation plan shall be submitted which includes the use of smart technologies to conserve water and energy.

Homeowner Association

82. Homeowners' Association: A Homeowners' Association shall be created that has the capacity to place a lien on the property of a member who does not pay the annual charges for maintenance of all common areas, however designated. The Homeowners' Association documents shall be approved by the Town Manager prior to recordation at the Orange County Register of Deeds Office and shall be cross-referenced on the final plat. The Homeowners' Association documents shall comply with Section 4.6.7 of the Land Use Management Ordinance. That the Homeowners' Association covenants shall not exclude home occupation businesses as regulated by the Town of Chapel Hill.
83. Homeowners' Association Responsibilities: The Homeowners' Association shall be responsible for the maintenance, repair, and operation of required bufferyard(s), open space, recreation areas, paths, community garden, and shared stormwater management facilities.
84. Dedication and Maintenance of Common Area to Homeowners' Association: The developer shall provide for Town Manager review and approval, a deed conveying to the Homeowners' Association all common areas, however designated, including the community garden, recreation space, open space and common areas, the bufferyards, and stormwater management facilities. The Homeowners' Association shall be responsible for the maintenance of the proposed internal subdivision roads until the NCDOT or the Town assumes ownership of the internal streets. These documents shall be reviewed and approved by the Town Manager prior to recordation at the Orange County Register of Deeds Office and cross-referenced on the final plat.
85. Solar Collection Devices: The Homeowners' Association, or similar entity, shall not include covenants or other conditions of sale that restrict or prohibit the use, installation, or maintenance of solar collection devices, including clotheslines.

Fire Safety

86. Fire Sprinklers: The developer shall install sprinklers under the North Carolina Fire Protection Code (NC FPC) prior to issuance of a Certificate of Occupancy. Prior to issuance of a Zoning Compliance Permit, the plans shall show all proposed fire department connections to such systems. [TOWN CODE 7-56]
87. Gates and Barricades: Where required or authorized by the fire code official and permanent or temporary (construction), any gates across fire apparatus access roads shall be a minimum width of 20 feet, be of swinging or sliding type, have an emergency means of operation, shall be openable by either forcible entry or keyed, capable of being operated by one person, and shall be installed and maintained according to UL 325 and ASTM F 2200. [NC FPC 2018, 503.5, 503.6, D103.5]
88. Grade and Approach: Fire apparatus access roads shall not exceed 10 percent in grade unless approved by the fire chief, and all approach and departure angles shall be within the limits established based on the Fire Department's apparatus. [NC FPC 2018, 503.2.7, 503.2.8 and D103.2]
89. Fire Protection and Utility Plan: A fire flow report for hydrants within 500 feet of each building shall be provided and demonstrate the calculated gallons per minute with a residual pressure of 20 pounds per square inch. The calculations should be sealed by a professional engineer licensed in the State of North Carolina and accompanied by a water supply flow test conducted within one year of the submittal. Refer to the Town Design Manual for required gallons per minute.
90. Fire Department Connections and Standpipes: When the building being constructed requires standpipes, a temporary standpipe connection will be constructed with ready Fire Department Access when the building is not more than 40 feet in height. Such standpipes shall provide usable connections adjacent to the stairs and shall continue with building progression always being not more than one floor below the highest floor of the building. [NC FPC 912 & NC FPC 2018 3313]
91. Fire Command Center: Where required in the North Carolina Fire Protection Code and in all high rise buildings, a fire command center must be constructed in accordance with Section 508, NC FPC 2018.
92. Aerials: Where a building exceeds 30 feet in height OR 3 stories above the lowest level of Fire Department Access, overhead power and utility lines shall not be allowed within the aerial apparatus access roadway and the roadway shall have an unobstructed width of 26 feet exclusive of the shoulders. At least one of the apparatus access roadways shall be located within a minimum of 15 feet and maximum of 30 feet from one complete side of the building. [NC FPC 2018 D105.1, D105.2, D105.3, D105.4]
93. Fire Apparatus Access Road: Any fire apparatus access roads (any public/private street, parking lot access, fire lanes and access roadways) used for fire department access shall be all-weather and designed to carry the imposed load of fire apparatus weighing at least 80,000 lbs. Fire apparatus access roads shall have a minimum width of 20 feet exclusive of shoulders with an overhead clearance of at least 13 feet 6 inches for structures not exceeding 30 feet in height and shall provide access to within 150 feet of all exterior portions of the building. Structures exceeding 30 feet in height shall be provided with an aerial apparatus access road 26 feet in width in the immediate vicinity of the building or portion thereof and shall provide at least one of the required access roads to be located not less than 15 feet and not more than 30

feet from the structure parallel to one entire side of the structure. [NC FPC 2018 502.1, 503.1.1, 503.2.1, D102.1 SECOND ACCESS DEPENDENT UPON NORTH CAROLINA DEPARTMENT OF TRANSPORTATION APPROVAL]

94. Dead End Access Roads: Dead end fire apparatus access roads exceeding 150 feet shall have a designated turn around. The turnaround shall meet one of the design standards of NC FPC 2018, Appendix D table D 103.4.
95. Building Height: Buildings exceeding 30 feet or three stories in height must have at least two means of fire apparatus access separated by at least one half the diagonal distance of the building. [NC FPC 2018, D104.1, D104.3 DEPENDENT UPON NORTH CAROLINA DEPARTMENT OF TRANSPORTATION APPROVAL]
96. Fire Access: Prior to issuance of a Certificate of Occupancy, fire access shall be reviewed and approved by the Town of Chapel Hill.
97. Fire Apparatus Access Road Authority: The fire code official shall have the authority to increase the minimum access widths where they are deemed inadequate for fire and rescue operations. [NC FPC 2018 503.2.2]
98. Hydrants Active: The developer shall provide active fire hydrant coverage, acceptable to the Fire Department, for any areas where combustible construction materials will be stored or installed, prior to having such materials delivered to the site. All required fire hydrants must be installed, active, and accessible for the Fire Department use prior to the arrival of combustible materials on site. Fire protection systems shall be installed according to Town Ordinance, the NC Fire Protection Code, and National Fire Protection Association Standard #13. [NC Fire Protection Code 2018 Section 501.1 & 3312]
99. Fire Hydrant and FDC Locations: The Final Plans shall indicate the locations of existing and proposed fire hydrants and Fire Department Connections (FDC). Fire Department Connections shall be located on the street side of the building within 100 feet of a hydrant. Hydrant spacing shall comply with the Town Design Manual. Design shall be reviewed and approved by the Town Manager prior to issuance of a Zoning Compliance Permit. [NC FPC 2018 Section 501.5.1.1]
100. Firefighting Access During Construction: Vehicle access for firefighting shall be provided to all construction or demolition sites including vehicle access to within 100 feet of temporary or permanent fire department connections and hydrants. Vehicle access shall be provided by either temporary or permanent roads capable of supporting vehicle loading under all weather conditions. [NC FPC 2018, Section 3310.1]
101. Premise Identification: Approved building address numbers, placed in a position acceptable to the fire code official, shall be required on all new buildings. [NC FPC 2018, 505.1]
102. Key Boxes: Where required by the fire code official, a secure key box, mounted on the address side of the building, near the main entrance, shall be provided to ensure adequate access to the building based on life safety and/or fire protection needs. [NC FPC 2018, 506]

103. Automatic Fire Sprinkler System Required: An automatic fire sprinkler system meeting the requirements of NFPA Standard #13 and Town Code 7-56 is required to be installed in non-residential construction.
104. Fire Department Connections, Locations: Any required FDCs for any buildings shall meet the design and installation requirements for the current, approved edition of NFPA 13, 13D, 13R, or 14 of the NC FPC 2018 and Town Code 7-38 for location. FDCs shall be installed within 100 feet of a hydrant or unless otherwise approved by the fire code official and shall not be obstructed or hindered by parking or landscaping. FDCs shall be equipped with National Standard Thread (NST) and be a 2.5" siamese.
105. Fire Department Connections, Installation: A working space of not less than 36 inches in width and depth and a working space of 78 inches in height shall be provided on all sides with the exception of wall mounted FDCs unless otherwise approved by the fire code official. The FDCs where required must be physically protected from impacts by an approved barrier. [NC FPC 2018, 912.1, 912.2 912.2.1, 312]
106. Fire Apparatus Access for Chapel Hill Fire Department: All fire department access determinations shall be based upon Chapel Hill Fire Department apparatus specifications (data specifications provided by Office of the Fire Marshal/Life Safety Division) and field verification. All proposed fire department access designs shall be reviewed and shall also pass field inspection.
107. Fire Flow Report: The Final Plan application shall include a fire flow report sealed by an Engineer registered in the State of North Carolina. An OWASA flow test must be provided with the report. Fire flow shall meet the 20 psi or exceed the requirements set forth in the Town Design Manual. The Fire Flow Report shall be reviewed and approved by the Town Manager prior to issuance of a Zoning Compliance Permit. [Town of Chapel Hill Design Manual]
108. Fire Lane: Prior to issuance of a Certificate of Occupancy, any fire lane shall be marked and signed in accordance with Town standards, with the associated plans approved by the Town Manager prior to issuance of a Zoning Compliance Permit. [NC FPC, Sections 2018 503.3, D103.6, D103.6.1, D103.2]
109. Emergency Responder Radio Coverage in New Buildings: All new buildings shall have approved radio coverage for emergency responders within the building based upon the existing coverage levels of the public safety communication systems of the jurisdiction at the exterior of the building. This section shall not require improvement of the existing public safety communication systems. [NC FPC 2018 Section 510.1]

Solid Waste Management and Recycling

110. Solid Waste Management Plan: Prior to issuance of a Zoning Compliance Permit, a detailed Solid Waste Management Plan, including a recycling plan and a plan for managing and minimizing construction debris, shall be approved by the Town Manager and Orange County Solid Waste (OCSW). The plan shall include dimensioned, scaled details of any proposed refuse/recycling collection areas, associated screening, and protective bollards, if applicable. Each bulk waste container shall be labeled as to type of material to be collected. If a refuse compactor is proposed or if the collection enclosure is not accessible by Town vehicles, the developer shall provide documentation of an agreement for solid waste collection by a private provider prior to issuance of a Zoning Compliance Permit. [Orange County Solid Waste]

111. Construction Waste: Clean wood waste, scrap metal and corrugated cardboard (Regulated Recyclable Materials), all present in construction waste, must be recycled. All haulers of construction waste containing Regulated Recyclable Materials must be properly licensed with Orange County Solid Waste. The developer shall provide the name of the permitted waste disposal facility to which any land clearing or demolition waste will be delivered. [Orange County Solid Waste]
112. Deconstruction Assessment: For any existing structure 500 square feet or larger a deconstruction assessment shall be conducted by OCSW staff prior to the issuance of a demolition permit pursuant to the County's Regulated Recyclable Materials Ordinance (RRMO). Prior to any demolition or construction activity on the site, the developer shall hold a pre-demolition/pre-construction conference with Solid Waste staff. This may be held at the same pre-construction meeting held with other development/enforcement officials.

State and Federal Approvals

113. State or Federal Approvals: Any required State or federal permits or encroachment agreements (e.g., 401 water quality certification, 404 permit) shall be approved and copies of the approved permits and agreements be submitted to the Town of Chapel Hill prior to the issuance of a Zoning Compliance Permit.
114. North Carolina Department of Transportation Approvals: Prior to issuance of a Zoning Compliance Permit, plans for any improvements to State-maintained roads or in associated rights-of-way shall be approved by NCDOT.

Miscellaneous

115. Construction Management Plan: A Construction Management Plan shall be approved by the Town Manager prior to issuance of a Zoning Compliance Permit. The construction management plan shall: 1) indicate how construction vehicle traffic will be managed, 2) identify parking areas for on-site construction workers including plans to prohibit parking in residential neighborhoods, 3) indicate construction staging and material storage areas, 4) identify construction trailers and other associated temporary construction management structures, and 5) indicate how the project construction will comply with the Town's Noise Ordinance. [Town Design Manual Chapter 10]
116. Traffic and Pedestrian Control Plan: The developer shall provide a Work Zone Traffic Control Plan for movement of motorized and non-motorized vehicles on any public street that will be disrupted during construction. The plan must include a pedestrian management plan indicating how pedestrian movements will be safely maintained. The plan must be reviewed and approved by the Town Manager prior to the issuance of a Zoning Compliance Permit. At least 5 working days prior to any proposed lane or street closure the developer must apply to the Town Manager for a lane or street closure permit. [Town of Chapel Hill Design Manual]
117. Construction Sign Required: The developer shall post a construction sign at the development site that lists the property owner's representative and telephone number, the contractor's representative and telephone number, and a telephone number for regulatory information at the time of issuance of a Building Permit, prior to the commencement of any land disturbing activities. The construction sign may have a maximum of 32 square feet of display area and maximum height of 8 feet. The sign

shall be non-illuminated. Prior to the issuance of a Zoning Compliance Permit, a detail of the sign shall be reviewed and approved by the Town Manager. [LUMO 5.14.4]

118. Schools Adequate Public Facilities Ordinance: If applicable, the developer shall provide the necessary Certificates of Adequacy of Public School Facilities or an exemption prior to issuance of a Zoning Compliance Permit. [LUMO 5.16]
119. Open Burning: The open burning of trees, limbs, stumps, and construction debris associated with site development is prohibited without a permit from the Town's Fire Marshal. [Town Code 7-7]
120. Detailed Plans: Prior to the issuance of a Zoning Compliance Permit, final detailed site plans, grading plans, utility/lighting plans, stormwater management plans (with hydrologic calculations), landscape plans, and landscape maintenance plans shall be approved by the Town Manager. Such plans shall conform to plans approved by this application and demonstrate compliance with all applicable regulations and the design standards of the Chapel Hill Land Use Management Ordinance and the Design Manual. [LUMO 4.5.3]
121. Certificates of Occupancy: No Certificates of Occupancy shall be issued until all required public improvements are complete. A note to this effect shall be placed on the final plats.

If the Town Manager approves a phasing plan, no Certificates of Occupancy shall be issued for a phase until all required public improvements for that phase are complete, and no Building Permits for any phase shall be issued until all public improvements required in previous phases are completed to a point adjacent to the new phase. A note to this effect shall be placed on the final plats.
122. Traffic Signs: The developer shall be responsible for placement and maintenance of temporary regulatory signs before issuance of any Certificates of Occupancy.
123. New Street Names and Numbers: The name of the development and its streets and house/building numbers shall be approved by the Town Manager prior to issuance of a Zoning Compliance Permit.
124. As-Built Plans: Prior to the issuance of a Certificate of Occupancy, the developer shall provide certified as-built plans for building footprints, parking lots, street improvements, storm drainage systems and stormwater management structures, and all other impervious surfaces, and a tally of the constructed impervious area. The as-built plans should be in DXF binary format using State plane coordinates and NAVD 88. [Town of Chapel Hill Design Manual]
125. Vested Right: Approval of a Conditional Zoning District and the associated district-specific plan constitutes a site-specific development plan establishing a vested right. During the period of vesting this permit may be subject to subsequent changes to Town regulations to the extent such regulations have been enacted under authority other than the Town's zoning authority.
126. Continued Validity: Continued validity and effectiveness of this approval shall be expressly conditioned on the continued compliance with the plans and conditions listed above.

127. Non-Severability: If any of the above conditions is held to be invalid, approval in its entirety shall be void.
128. Non-Comprehensive: The listing of these standard stipulations and the specific stipulations applicable to this Permit, are not intended to be comprehensive and do not exclude other state and local laws and regulations which may be applicable to this Permit and development project.

BE IT FURTHER ORDAINED that the Council hereby approves the application for a Conditional Zoning for Aura Development at 1000 Martin Luther King Jr. Blvd.

This the 23rd day of June, 2021.

FIRST READING June 16, 2021.

SECOND READING June 23, 2021.

RESOLUTION B

(Denying the Conditional Zoning Application)

A RESOLUTION DENYING AN AMENDMENT OF THE CHAPEL HILL ZONING ATLAS TO REZONE THE PROPERTY LOCATED AT 1000 MARTIN LUTHER KING JR BLVD TO OFFICE/INSTITUTIONAL-3-CONDITIONAL ZONING DISTRICT (OI-3-CZD) (2021-06-23/R-9)

BE IT RESOLVED by the Council of the Town of Chapel Hill that it finds that a Conditional Zoning application, submitted by Coulter Jewell Thames, PA, on behalf of Trinsic Residential Group and Cant Hook Properties LLC, the owner of the property located at 1000 Martin Luther King Jr. Blvd. and having Orange County Property Identifier Number 9789-35-9617, for which this application is made and finds that, if rezoned to Office/Institutional-3-Conditional Zoning District (OI-3-CZD) according to the rezoning plan dated September 24, 2020, and last revised November 12, 2020, December 18, 2020, and January 29, 2021, with the conditions proposed would not:

- a) Conform with the applicable provisions of the Land Use Management Ordinance and Town Code
- b) Conform with the Comprehensive Plan
- c) Be compatible with adjoining uses
- d) Mitigate impacts on surrounding properties and the Town as a whole
- e) Be harmonious with existing and proposed built systems including utility infrastructure, transportation facilities, police and fire coverage, and other public services and facilities
- f) Be harmonious with natural systems such as hydrology, topography, and other environmental constraints

BE IT FURTHER RESOLVED that the Council hereby denies the application for an amendment of the Chapel Hill Zoning Atlas to rezone the property located at 1000 Martin Luther King Jr. Blvd to Office/Institutional-3-Conditional Zoning District (OI-3-CZD).

This the 23rd day of June, 2021.

I, Amy T. Harvey, Deputy Town Clerk of the Town of Chapel Hill, North Carolina, hereby certify that the attached is a true and correct copy of (2021-06-16/R-7) adopted by the Chapel Hill Town Council on June 16, 2021.

This the 17th day of June, 2021.

Amy T. Harvey

**Amy T. Harvey
Deputy Town Clerk**



RESOLUTION A
(Resolution of Consistency)

A RESOLUTION REGARDING THE APPLICATION FOR CONDITIONAL ZONING ATLAS AMENDMENT AT THE PROPERTY LOCATED AT 1000 MARTIN LUTHER KING JR. BLVD. TO OFFICE/INSTITUTIONAL-3-CONDITIONAL ZONING DISTRICT (OI-3-CZD) AND CONSISTENCY WITH THE COMPREHENSIVE PLAN (2021-06-16/R-7)

WHEREAS, the Council of the Town of Chapel Hill has considered the application from Coulter Jewell Thames on Trinsic Residential Group, agent for Cant Hook Properties LLC, the owner of the property located at 1000 Martin Luther King Jr. Blvd., for which this application is made, to amend the Zoning Atlas to rezone property described in the accompanying rezoning application for the Aura Development project at 1000 Martin Luther King Jr. Blvd. from Residential-1 (R-1) and to Office/Institutional-3-Conditional Zoning District (OI-3-CZD); and

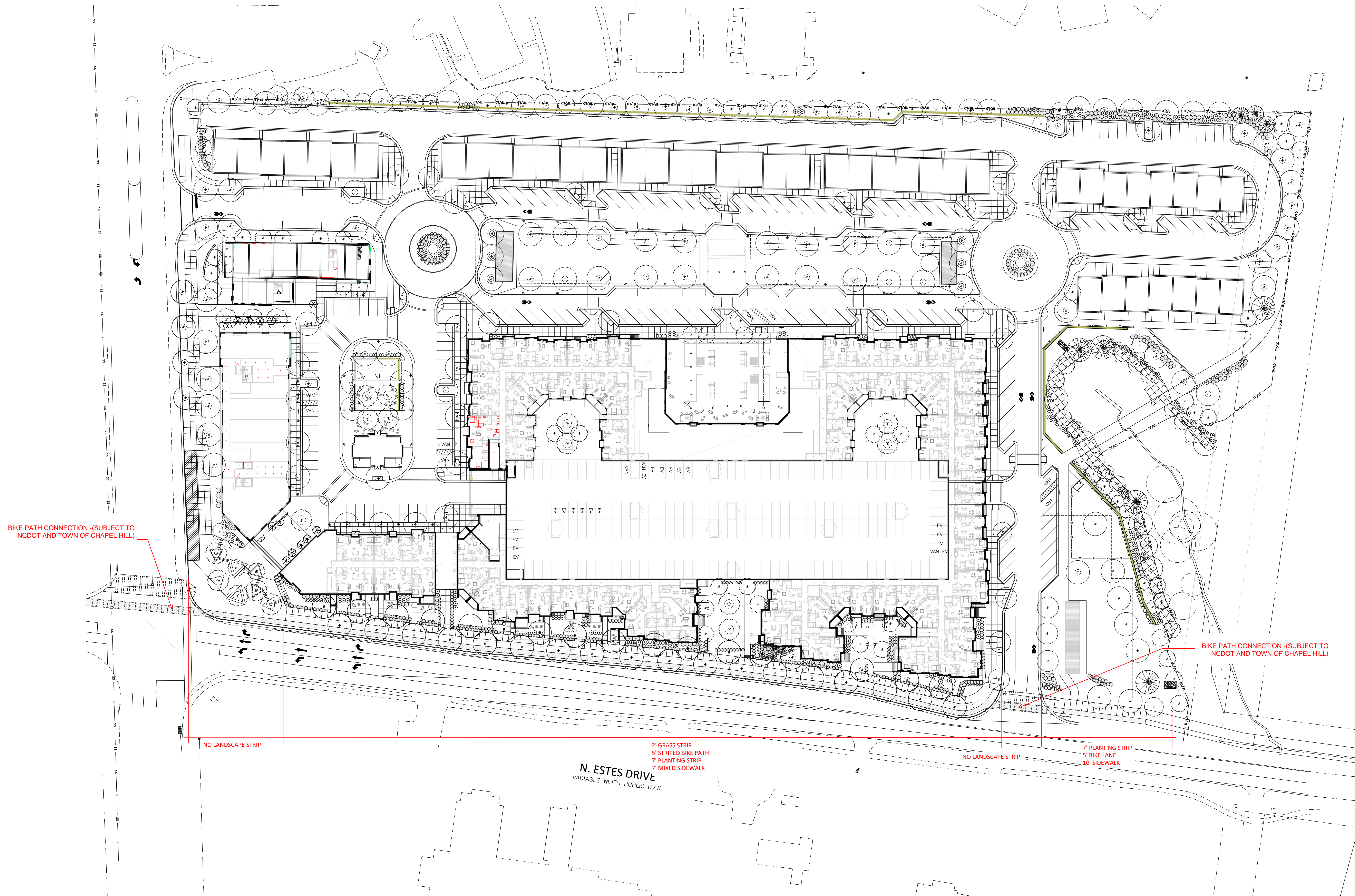
WHEREAS, the Town staff have completed a review of the application for compliance with the Land Use Management Ordinance, Town Code, and for Consistency with the Comprehensive Plan; and

WHEREAS, the Council of the Town of Chapel Hill has considered the application for Conditional Zoning Atlas Amendment finds that the amendment if enacted, is reasonable and in the public's interest and is warranted to achieve the purposes of the Comprehensive Plan, as explained by, but not limited to, the following goals of the Comprehensive Plan:

- A range of housing options for current and future residents (*Goal-Create a Place for Everyone.3*)
- Balance and sustain finances by increasing revenues and decreasing expenses (*Goal-Support Community Prosperity and Engagement.1*)
- A range of neighborhood types that addresses residential, commercial, social, and cultural needs and uses while building and evolving Chapel Hill's character for residents, visitors, and students. (*Goal-Develop Good Places, New Spaces.5*)
- A connected community that links neighborhoods, businesses, and schools through the provision of greenways, sidewalks, bike facilities, and public transportation (*Goal-Facilitate Getting Around.2*)

NOW, THEREFORE, BE IT RESOLVED by the Council of the Town of Chapel Hill that the Council hereby finds the proposed Conditional Zoning Atlas Amendment to be reasonable and consistent with the Town's Comprehensive Plan.

This the 16th day of June, 2021.





CJT_{pa}

111 WEST MAIN STREET
DURHAM, NORTH CAROLINA 27701
919-682-0368 F 919-688-5646

Planning for the Future

May 20, 2021

Judy Johnson
Town of Chapel Hill Planning & Sustainability
405 Martin Luther King Jr Blvd.
Chapel Hill, NC 27514

RE: Project Aura Chapel Hill – Estes at MLK
Conditional Zoning – Response to Council and Public Comments and Questions

Dear Judy,

The Aura Chapel Hill project was presented to Council at the virtual Public Hearing on May 12th. Our design and development team members were able to address many of the questions raised by Council members during the hearing. However, there were several comments and questions provided by Council and the public during and after the hearing to which our team did not have an opportunity to respond. We are writing to address these additional questions and comments before Council continues the Public Hearing at their May 26th meeting.

Several issues were raised by more than one Council member and member of the public, so we have tried to group together and summarize these questions here for ease of reading. Please let us know if you, your colleagues on staff, or members of Council have any further questions you would like us to address on May 26th or prior.

Are there additional measures that we can take to manage stormwater beyond the current Town design requirements? These might include more on-site storage/filtration, reducing impervious surface, use of pervious pavers, and/or directing runoff to naturalized areas

The design team has looked at these and the mechanical measures proposed as part of the project design, and how they will actually perform and if they can be made more effective. As currently designed those measures fully manage the pre development vs post development runoff rate for the 1, 2- and 25-year storm, and the runoff volume for the 2-year storm, as prescribed by Town rules. After re-running the calculations, we further find that we are also managing some of the additional runoff volumes for the 50- and 100-year storm events...thus exceeding the current Town standards. We feel that the most effective way to further address the concerns we heard from the Council and downstream property owners is to add at least one of the additional above ground measures that Council suggested, and also fully manage the 50-year storm event

Can parking be reduced?

We have looked again at our parking rates, and have confirmed we have an extremely low number relative to industry standards, and 20 percent less than the parking allowed by the Chapel Hill ordinance.

- The apartment units are parked at an average rate of 1.25 per unit. We expect that our residents will use the bus system for work and some other activities, but cars (and a place to store them) are still necessary for most people, for at least part of their lives.
- 100 spaces are intended for the commercial area (half general retail, half restaurants). In order for the retail to be successful, our parking consultant has determined that these are the rates needed for the immediate future. This demand likely will diminish over time, but for now, this parking is necessary.
- Almost all of the 100 spaces for the townhomes are located in personal garages, most of which are accessed from the alleys.
- About 275 of the proposed spaces are either below grade or in garages meaning they are not contributing to impervious surface.
- The “upper level” of the parking in the apartment block can be converted to other uses as demand for parking decreases.

The Building seems very close to Estes, and are the trails/sidewalks/landscape verge drawn accurately?

The multi-use facilities along Estes are drawn per the dimensions provided by the Town.... those being a 5' landscape strip between the curb and sidewalk, a 5' sidewalk, and a 6' bike path. The distance from the buildings to the edge of the bike paths varies considerably because the building is not parallel to the street, but at the narrowest there are a few corners 12' from the edge of the sidewalk, with other areas 30' or more away from the sidewalk. We feel that all of these dimensions are in keeping with both turn of the century Traditional Neighborhood Design (TND) patterns, and current TND design principles. Estes Drive has a very suburban development pattern. The transition across the Aura frontage from the “Woodlands” to the east and the residential and commercial buildings at the center and west creates a transition to the less suburban feel envisioned in the Central West Plan. Exhibits illustrating this will be provided prior to the Council Meeting

Can more/all of the affordable units be offered at a 65% or Lower AMI rental rate? Can you accept Housing Vouchers? Can the 5 Affordable Townhomes be located on-site rather than off-site?

The applicant will provide two scenarios to weigh the relative costs of meeting lower-income thresholds. Both scenarios provide on-site townhouses for sale.

Will we allow a vehicular connection across the Rummel property to Somerset?

The developer believes that cut-through traffic from Somerset through Aura is bad for pedestrians and users of the public spaces in Aura. However, an easement to the east property line will be provided to the town so that the town can provide that connection at a future date, should the town decide that the public interest is served with this connection.

Can we set aside some area for current/future bike share parking, particularly near the BRT Station?

Yes.

Can the Council approve a higher amount of Commercial Floor Area in the event that future market demand would support it? Will the Applicant commit to making some of the residential space “convertible” to commercial in the future?

The applicant embraces the idea of having the ability to do additional commercial in the future. We will commit to making a portion of the residential square footage convertible.

Can we set designate some parking/drop off zones for ride share, Smart Cars?

Yes.

Can we commit to making some of the larger roof areas solar ready?

Yes. HVAC units are being grouped on the roof in a manner to maximize the opportunity for solar panels.

The conduits necessary to facilitate wiring and space in the electrical rooms for inverters and transfer switches will be provided.

Please clarify your commitment to constructing the BRT Station?

Conversations are ongoing with CH Transit folks to design a BRT station that is in a style and feel that is in character with the proposed development. This would be an important component of Placemaking for a Transit Oriented Development. It is our proposal that we design and construct the BRT station with the Developer contributing \$100,000 of those costs

Thank you and your colleagues for your ongoing work on this project, and please do let us know if you have received any additional questions, or whether more information from our team would be helpful prior to the upcoming Council vote.

Sincerely,
CJTpa

A handwritten signature in blue ink, appearing to read "Daniel A. Jewell", with a long horizontal line extending to the right.

Daniel A. Jewell, RLA, ASLA
President

Cc: Ryan Stewart
Sean Gleason
Susana Dancy
Chris Bauer

CONDITIONAL ZONING APPLICATION



242

TOWN OF CHAPEL HILL
Planning Department
405 Martin Luther King Jr. Blvd.
(919) 968-2728 fax (919) 969-2014
www.townofchapelhill.org

Parcel Identifier Number (PIN): 9789359617

Date: September 18, 2020

Section A: Project Information

Project Name: Aura

Property Address: 1000 MLK Jr Blvd and 850 N Estes Dr Zip Code: 27514

Use Groups (A, B, and/or C): A, B, and C Existing Zoning District: R-1

Project Description: Mixed use development containing office, retail, multi-family residential, and amenity spaces.

Section B: Applicant, Owner, and/or Contract Purchaser Information

Applicant Information (to whom correspondence will be mailed):

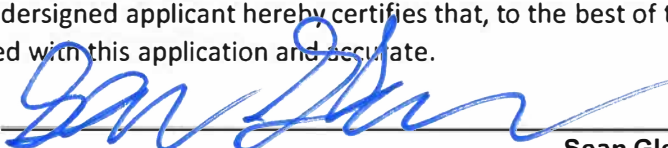
Name: McAdams - Sean Gleason

Address: 2500 Meridian Parkway

City: Durham State: NC Zip Code: 27713

Phone: 919-361-5000 Email: gleason@mcadamsco.com

The undersigned applicant hereby certifies that, to the best of their knowledge and belief, all information supplied with this application and accurate.

Signature:  Date: 9/23/2020

Sean Gleason

Owner/Contract Purchaser Information:

☐ Owner☒ Contract Purchaser

Name: Trinsic Residential Group - Ryan Stewart

Address: 110 Corcoran St, 5th Floor

City: Durham State: NC Zip Code: 27701

Phone: 919-884-7395 Email: rstewart@trinsicres.com

The undersigned applicant hereby certifies that, to the best of their knowledge and belief, all information supplied with this application and accurate.

Signature:  Date: 9/23/2020

Ryan Stewart

Click [here](#) for application submittal instructions.

CONDITIONAL ZONING APPLICATION



243

TOWN OF CHAPEL HILL
Planning Department
405 Martin Luther King Jr. Blvd.
(919) 968-2728 fax (919) 969-2014
www.townofchapelhill.org

Parcel Identifier Number (PIN): _____ Date: _____

Section A: Project Information

Project Name: _____
Property Address: _____ Zip Code: _____
Use Groups (A, B, and/or C): _____ Existing Zoning District: _____
Project Description: _____

Section B: Applicant, Owner, and/or Contract Purchaser Information

Applicant Information (to whom correspondence will be mailed):

Name: _____
Address: _____
City: _____ State: _____ Zip Code: _____
Phone: _____ Email: _____

The undersigned applicant hereby certifies that, to the best of their knowledge and belief, all information supplied with this application and accurate.

Signature: _____ Date: _____

Owner/Contract Purchaser Information:

☐ Owner

☐ Contract Purchaser

Name: _____
Address: _____
City: _____ State: _____ Zip Code: _____
Phone: _____ Email: _____

The undersigned applicant hereby certifies that, to the best of their knowledge and belief, all information supplied with this application and accurate.

Signature: Stephen B Butler Date: 4/5/2021

Click [here](#) for application submittal instructions.



CONDITIONAL ZONING

TOWN OF CHAPEL HILL

Planning Department

Conditional Rezoning applications are reviewed by staff, Planning Commission, and Town Council. The application is part of an open public process that enables Town Council to discuss and decide on the key issues of a rezoning proposal. If a rezoning is approved, the applicant may then submit a detailed final plan application to staff for compliance review with the technical development standards and with the Council rezoning approval.

The establishment of a Conditional Zoning District shall be consistent with the Land Use Plan in the Comprehensive Plan. A proposed Conditional Zoning District is deemed consistent if the proposed District will be located in conformance with an adopted small area plan and/or in one of the following Land Use Categories:

- Medium Residential
- High Residential
- Commercial
- Mixed Use, Office/Commercial Emphasis
- Mixed Use, Office Emphasis
- Town/Village Center
- Institutional
- Office
- University
- Development Opportunity Area
- Light Industrial Opportunity Area

If the proposed conditional zoning districts is located in a Low Residential or a Rural Residential Land Use Category, the Town Council must approve a Land Use Plan amendment prior to proceeding.

SIGNED CONDITIONS: All conditions shall be in writing, prepared by the owner of the property or an attorney and must be signed by all property owners and contract purchasers, if applicable. The Town Attorney may require additional signatures if necessary and will determine whether or not the conditions statement is legally sufficient. Within thirty (30) days after receipt of the conditions the Planning Division Manager will notify the applicant of any deficiencies in the conditions statement or if any additional information is needed. The applicant may make changes to the written conditions statement provided it is submitted at least thirty (30) prior to Planning Commission meeting or thirty (30) days prior to Town Council public hearing.

RECORDATION OF CONDITIONS: After a rezoning has been approved by the Town Council, the conditions statement shall be recorded with the Register of Deeds Office. After a rezoning has been approved by Town Council and recorded by the Register of Deeds Office, the conditions may not be amended except through a new rezoning application.

**PROJECT FACT SHEET**

TOWN OF CHAPEL HILL

Planning Department

Section A: Project Information**Use Type:** (check/list all that apply)☐ Office/Institutional ☐ Residential ☒ Mixed-Use ☐ Other: _____**Overlay District:** (check all that apply)☐ Historic District ☐ Neighborhood Conservation District ☐ Airport Hazard Zone**Section B: Land Area**

Net Land Area (NLA): Area within zoning lot boundaries		NLA=	640,973	sq. ft.
Choose one, or both, of the following (a or b), not to exceed 10% of NLA	a) Credited Street Area (total adjacent frontage) x ½ width of public right-of-way	CSA=	64,097.3	sq. ft.
	b) Credited Permanent Open Space (total adjacent frontage) x ½ public or dedicated open space	COS=		sq. ft.
TOTAL: NLA + CSA and/or COS = Gross Land Area (not to exceed NLA + 10%)		GLA=	705,070.3	sq. ft.

Section C: Special Protection Areas, Land Disturbance, and Impervious Area**Special Protection Areas:** (check all those that apply)☒ Jordan Buffer ☒ Resource Conservation District ☐ 100 Year Floodplain ☐ Watershed Protection District

Land Disturbance	Total (sq. ft.)
Area of Land Disturbance (Includes: Footprint of proposed activity plus work area envelope, staging area for materials, access/equipment paths, and all grading, including off-site clearing)	653,400
Area of Land Disturbance within RCD	1200
Area of Land Disturbance within Jordan Buffer	1200

Impervious Areas	Existing (sq. ft.)	Demolition (sq. ft.)	Proposed (sq. ft.)	Total (sq. ft.)
Impervious Surface Area (ISA)	1306.8	1306.8	466,092	466,092
Impervious Surface Ratio: Percent Impervious Surface Area of Gross Land Area (ISA/GLA)%	0	0	66.1%	66.1%
If located in Watershed Protection District, % of impervious surface on 7/1/1993	n/a	n/a	n/a	n/a



PROJECT FACT SHEET

TOWN OF CHAPEL HILL

Planning Department

Section D: Dimensions

Dimensional Unit (sq. ft.)	Existing (sq. ft.)	Demolition (sq. ft.)	Proposed (sq. ft.)	Total (sq. ft.)
Number of Buildings	0	0	54	54
Number of Floors	0	0	4	4
Recreational Space	0	0	61,062 sf	61,062 sf

Residential Space

Dimensional Unit (sq. ft.)	Existing (sq. ft.)	Demolition (sq. ft.)	Proposed (sq. ft.)	Total (sq. ft.)
Floor Area (all floors – heated and unheated)	0	0	544,946	544,946
Total Square Footage of All Units	0	0	454,285	454,285
Total Square Footage of Affordable Units	0	0	TBD	TBD
Total Residential Density	0	0	28.47 du/ac	28.47 du/ac
Number of Dwelling Units	0	0	419	419
Number of Affordable Dwelling Units	0	0	54	54
Number of Single Bedroom Units	0	0	227	227
Number of Two Bedroom Units	0	0	133	133
Number of Three Bedroom Units	0	0	70	15
Townhomes			44	44

Non-Residential Space (Gross Floor Area in Square Feet)

Use Type	Existing	Proposed	Uses	Existing	Proposed
Commercial	0	7,521			
Restaurant	0	6,020	# of Seats	0	TBD
Government	0	0			
Institutional	0	0			
Medical	0	0			
Office	0	2,316			
Hotel	0	0	# of Rooms	0	0
Industrial	0	0			
Place of Worship	0	0	# of Seats	0	0
Other	0				

Dimensional Requirements		Required by Ordinance	Existing	Proposed
Setbacks (minimum)	Street	0	n/a	0
	Interior (neighboring property lines)	0	n/a	0
	Solar (northern property line)	0	n/a	0
Height (maximum)	Primary	None	n/a	60
	Secondary	None	n/a	60
Streets	Frontages	15'	~1500' total	~1500'
	Widths	15'	~500'	~500'

**PROJECT FACT SHEET**

TOWN OF CHAPEL HILL

Planning Department

Section F: Adjoining or Connecting Streets and Sidewalks*Note: For approval of proposed street names, contact the Engineering Department.*

Street Name	Right-of-Way Width	Pavement Width	Number of Lanes	Existing Sidewalk*	Existing Curb/Gutter
Martin Luther King Jr Blvd	100'	90'	5	<input checked="" type="checkbox"/> Yes	<input checked="" type="checkbox"/> Yes
N Estes Dr	Varies	Varies 30-65'	2	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes

List Proposed Points of Access (Ex: Number, Street Name):

*If existing sidewalks do not exist and the applicant is adding sidewalks, please provide the following information:

Sidewalk Information			
Street Names	Dimensions	Surface	Handicapped Ramps
N Estes Dr	6	Concrete	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
			<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A

Section G: Parking Information

Parking Spaces	Minimum	Maximum	Proposed
Regular Spaces	n/a	n/a	634
Handicap Spaces	n/a	n/a	16
Total Spaces	n/a	n/a	650
Loading Spaces	n/a	n/a	0
Bicycle Spaces	n/a	n/a	119
Surface Type	Asphalt/Concrete		

Section H: Landscape Buffers

Location (North, South, Street, Etc.)	Minimum Width	Proposed Width	Alternate Buffer	Modify Buffer
North	10	Varies	<input checked="" type="checkbox"/> Yes	<input checked="" type="checkbox"/> Yes
South	15	15	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Yes
East	15	Varies	<input checked="" type="checkbox"/> Yes	<input checked="" type="checkbox"/> Yes
West	15	15	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Yes



PROJECT FACT SHEET
TOWN OF CHAPEL HILL
Planning Department

Section I: Land Use Intensity

Existing Zoning District: R-1

Proposed Zoning Change (if any): OI-3

Zoning – Area – Ratio			Impervious Surface Thresholds			Minimum and Maximum Limitations	
Zoning District(s)	Floor Area Ratio (FAR)	Recreation Space Ratio (RSR)	Low Density Residential (0.24)	High Density Residential (0.50)	Non-Residential (0.70)	Maximum Floor Area (MFA) = FAR x GLA	Minimum Recreation Space (MSR) = RSR x GLA
Required: OI-3	.566	.015			0.70	399,069.79	10,576.05
PROPOSED FAR Bonus	.893 (with FAR affordable housing bonus)				0.661	Allowed:629,619 Proposed:470,142	61,062
	See FAR calculations on the following page						
TOTAL							
RCD Streamside	.001	0.01					
RCD Managed	n/a	0.019					
RCD Upland	n/a						

Section J: Utility Service

Check all that apply:

Water	<input checked="" type="checkbox"/> OWASA	<input type="checkbox"/> Individual Well	<input type="checkbox"/> Community Well	<input type="checkbox"/> Other
Sewer	<input checked="" type="checkbox"/> OWASA	<input type="checkbox"/> Individual Septic Tank	<input type="checkbox"/> Community Package Plant	<input type="checkbox"/> Other
Electrical	<input checked="" type="checkbox"/> Underground	<input type="checkbox"/> Above Ground		
Telephone	<input checked="" type="checkbox"/> Underground	<input type="checkbox"/> Above Ground		
Solid Waste	<input type="checkbox"/> Town	<input checked="" type="checkbox"/> Private		

FAR Calculations

Floor Area Bonus: *LUMO Section 3.10.2*: 3,400 square feet per affordable dwelling unit if building has no interior common elements; or **4,400 square feet per affordable dwelling unit for buildings with interior common elements**, with the exception of R-SS-C and MU-V zoning districts.

- 54 affordable dwelling units
- GLA = 705,070.3
- Allowable FAR *without* floor area bonus = 0.556
- Allowable Floor Area *without* floor area bonus = $0.556 \times 705,070.3 = 392,019.09$ sf
- Floor area bonus = $54 \text{ aff. du} \times 4,400 \text{ sf} = 237,600$ sf
- Allowable floor area *with* floor area bonus = $392,019.09 + 237,600 = 629,619$ sf
- Allowable FAR *with* floor area bonus = $629,619 \text{ sf} / 705,070.3 = 0.893$
- Proposed total floor area: 470,142 sf



**CONDITIONAL ZONING APPLICATION
SUBMITTAL REQUIREMENTS**
TOWN OF CHAPEL HILL
Planning Department

The following must accompany your application. Failure to do so will result in your application being considered incomplete. For assistance with this application, please contact the Chapel Hill Planning Department (Planning) at (919) 968-2728 or at planning@townofchapelhill.org.

X	Application fee (including Engineering Review fee) (refer to fee schedule)	Amount Paid \$	86,025.00
X	Pre-application meeting –with appropriate staff		
X	Digital Files – provide digital files of all plans and documents		
X	Recorded Plat or Deed of Property		
X	Project Fact Sheet		
X	Traffic Impact Statement – completed by Town’s consultant (or exemption)		
X	Description of Public Art Proposal , if applicable		
X	Statement of Justification		
n/a	Response to Community Design Commission and Town Council Concept Plan comments , if applicable		
X	Affordable Housing Proposal , if applicable		
X	Statement of Consistency with Comprehensive Plan or request to amend Comprehensive Plan		
X	Mailing list of owners of property within 1,000 feet perimeter of subject property (see GIS notification tool)		
X	Mailing fee for above mailing list (mailing fee is double due to 2 mailings)	Amount Paid \$	164.00
X	Written Narrative describing the proposal, including proposed land uses and proposed conditions		
X	Resource Conservation District, Floodplain, & Jordan Buffers Determination – necessary for all submittals		
X	Jurisdictional Wetland Determination – if applicable		
n/a	Resource Conservation District Encroachment Exemption or Variance (determined by Planning)		
n/a	Jordan Buffer Authorization Certificate or Mitigation Plan Approval (determined by Planning)		
X	Reduced Site Plan Set (reduced to 8.5" x 11")		

Stormwater Impact Statement (1 copy to be submitted)

- a) Written narrative describing existing & proposed conditions, anticipated stormwater impacts and management structures and strategies to mitigate impacts
- b) Description of land uses and area (in square footage)
- c) Existing and proposed impervious surface area in square feet for all subareas and project area
- d) Ground cover and uses information
- e) Soil information (classification, infiltration rates, depth to groundwater and bedrock)
- f) Time of concentration calculations and assumptions
- g) Topography (2-foot contours)
- h) Pertinent on-site and off-site drainage conditions
- i) Upstream and/or downstream volumes
- j) Discharges and velocities
- k) Backwater elevations and effects on existing drainage conveyance facilities
- l) Location of jurisdictional wetlands and regulatory FEMA Special Flood Hazard Areas
- m) Water quality volume calculations
- n) Drainage areas and sub-areas delineated
- o) Peak discharge calculations and rates (1, 2, and 25-year storms)
- p) Hydrographs for pre- & post-development without mitigation, post-development with mitigation
- q) Volume calculations and documentation of retention for 2-year storm



**CONDITIONAL ZONING APPLICATION
SUBMITTAL REQUIREMENTS**
TOWN OF CHAPEL HILL
Planning and Development Services

- r) 85% TSS removal for post-development stormwater runoff
- s) Nutrient loading calculations
- t) BMP sizing calculations
- u) Pipe sizing calculations and schedule (include HGL & EGL calculations and profiles)

Plan Sets (10 copies to be submitted no larger than 24" x 36")

Plans should be legible and clearly drawn. All plan set sheets should include the following:

- Project Name
- Legend
- Labels
- North Arrow (North oriented toward top of page)
- Property boundaries with bearing and distances
- Scale (Engineering), denoted graphically and numerically
- Setbacks
- Streams, RCD Boundary, Jordan Riparian Buffer Boundary, Floodplain, and Wetlands Boundary, where applicable
- Revision dates and professional seals and signatures, as applicable

Cover Sheet

- a) Include Project Name, Project fact information, PIN, and Design Team

Area Map

- a) Project name, applicant, contact information, location, PIN, & legend
- b) Dedicated open space, parks, greenways
- c) Overlay Districts, if applicable
- d) Property lines, zoning district boundaries, land uses, project names of site and surrounding properties, significant buildings, corporate limit lines
- e) Existing roads (public & private), rights-of-way, sidewalks, driveways, vehicular parking areas, bicycle parking, handicapped parking, street names
- f) 1,000' notification boundary

Existing Conditions Plan

- a) Slopes, soils, environmental constraints, existing vegetation, and any existing land features
- b) Location of all existing structures and uses
- c) Existing property line and right-of-way lines
- d) Existing utilities & easements including location & sizes of water, sewer, electrical, & drainage lines
- e) Nearest fire hydrants
- f) Nearest bus shelters and transit facilities
- g) Existing topography at minimum 2-foot intervals and finished grade
- h) Natural drainage features & water bodies, floodways, floodplain, RCD, Jordan Buffers & Watershed boundaries



**CONDITIONAL ZONING APPLICATION
SUBMITTAL REQUIREMENTS
TOWN OF CHAPEL HILL
Planning and Development Services**

Detailed Site Plan

- a) Existing and proposed building locations
- b) Description & analysis of adjacent land uses, roads, topography, soils, drainage patterns, environmental constraints, features, existing vegetation, vistas (on and off-site)
- c) Location, arrangement, & dimension of vehicular parking, width of aisles and bays, angle of parking, number of spaces, handicapped parking, bicycle parking. Typical pavement sections & surface type.
- d) Location of existing and proposed fire hydrants
- e) Location and dimension of all vehicle entrances, exits, and drives
- f) Dimensioned street cross-sections and rights-of-way widths
- g) Pavement and curb & gutter construction details
- h) Dimensioned sidewalk and tree lawn cross sections
- i) Proposed transit improvements including bus pull-off and/or bus shelter
- j) Required landscape buffers (or proposed alternate/modified buffers)
- k) Required recreation area/space (including written statement of recreation plans)
- l) Refuse collection facilities (existing and proposed) or shared dumpster agreement
- m) Construction parking, staging, storage area, and construction trailer location
- n) Sight distance triangles at intersections
- o) Proposed location of street lights and underground utility lines and/or conduit lines to be installed
- p) Easements
- q) Clearing and construction limits
- r) Traffic Calming Plan – detailed construction designs of devices proposed & associated sign & marking plan

Stormwater Management Plan

- a) Topography (2-foot contours)
- b) Existing drainage conditions
- c) RCD and Jordan Riparian Buffer delineation and boundary (perennial & intermittent streams; note ephemeral streams on site)
- d) Proposed drainage and stormwater conditions
- e) Drainage conveyance system (piping)
- f) Roof drains
- g) Easements
- h) BMP plans, dimensions, details, and cross-sections
- i) Planting and stabilization plans and specifications

Landscape Protection Plan

- a) Rare, specimen, and significant tree survey within 50 feet of construction area
- b) Rare and specimen tree critical root zones
- c) Rare and specimen trees proposed to be removed
- d) Certified arborist tree evaluation, if applicable
- e) Significant tree stand survey
- f) Clearing limit line
- g) Proposed tree protection/silt fence location
- h) Pre-construction/demolition conference note
- i) Landscape protection supervisor note
- j) Existing and proposed tree canopy calculations, if applicable



**CONDITIONAL ZONING APPLICATION
SUBMITTAL REQUIREMENTS**
TOWN OF CHAPEL HILL
Planning and Development Services

Planting Plan

- a) Dimensioned and labeled perimeter buffers
- b) Off-site buffer easement, if applicable
- c) Landscape buffer and parking lot planting plan (including planting strip between parking and building, entryway planting, and 35% shading requirement)

Steep Slope Plan

- a) Classify and quantify slopes 0-10%, 10-15%, 15-25%, and 25% and greater
- b) Show and quantify areas of disturbance in each slope category
- c) Provide/show specialized site design and construction techniques

Grading and Erosion Control Plan

- a) Topography (2-foot contours)
- b) Limits of Disturbance
- c) Pertinent off-site drainage features
- d) Existing and proposed impervious surface tallies

Streetscape Plan, if applicable

- a) Public right-of-way existing conditions plan
- b) Streetscape demolition plan
- c) Streetscape proposed improvement plan
- d) Streetscape proposed utility plan and details
- e) Streetscape proposed pavement/sidewalk details
- f) Streetscape proposed furnishing details
- g) Streetscape proposed lighting detail

Solid Waste Plan

- a) Preliminary Solid Waste Management Plan
- b) Existing and proposed dumpster pads
- c) Proposed dumpster pad layout design
- d) Proposed heavy duty pavement locations and pavement construction detail
- e) Preliminary shared dumpster agreement, if applicable



**CONDITIONAL ZONING APPLICATION
SUBMITTAL REQUIREMENTS
TOWN OF CHAPEL HILL
Planning and Development Services**

Construction Management Plan

- a) Construction trailer location
- b) Location of construction personnel parking and construction equipment parking
- c) Location and size of staging and materials storage area
- d) Description of emergency vehicle access to and around project site during construction
- e) Delivery truck routes shown or noted on plan sheets

Energy Management Plan

- a) Description of how project will be 20% more energy efficient than ASHRAE standards
- b) Description of utilization of sustainable forms of energy (Solar, Wind, Hydroelectric, and Biofuels)
- c) Participation in NC GreenPower program
- d) Description of how project will ensure indoor air quality, adequate access to natural lighting, and allow for proposed utilization of sustainable energy
- e) Description of how project will maintain commitment to energy efficiency and reduced carbon footprint over time
- f) Description of how the project's Transportation Management Plan will support efforts to reduce energy consumption as it affects the community

Exterior Elevations

- a) An outline of each elevation of the building, including the finished grade line along the foundation (height of building measured from mean natural grade)



AURA CHAPEL HILL @ 1000 Martin Luther King Jr. Blvd.

Conditional Zoning Plan (CZP) Submittal

Chapel Hill, NC

09.24.2020

1. Written Narrative
2. Statement of Justification
3. Statement of Consistency with Comprehensive Plan
4. Response to Town Council and Design Commission Concept Plan Comments

1. Written Narrative

Introduction

This is a request for Conditional Rezoning of the Aura Chapel Hill Mixed-Use proposal on 14.7 acres located at 1000 Martin Luther King Jr. Blvd. to Office/Institutional-3-Conditional Zoning (OI-3-CZ). The application is submitted in conjunction with a request for a change to the Zoning Amendment effective date for removal of the Airport Hazard Overlay Districts.

The proposed mixed-use development is located at the northeast corner of Martin Luther King Jr. Blvd. at Estes Drive. The development proposes a mix of land uses: Retail/office, live-work space, and market-rate and affordable multi-family development.

The new development embraces the adopted vision of the Town's Central West Small Area Plan which calls for "residential, commercial, retail, and/or institutional" at this important corner of Martin Luther King Jr. Blvd. at Estes Drive. As anticipated, transit-friendly development is to welcome Bus Rapid Transit (BRT) at Martin Luther King Jr. Blvd. Community gathering spaces, plazas and courtyards will be a key component of the new development as well as easily accessible bicycle and pedestrian amenities to connect the new community.

We have worked closely with the Town's Urban Designer to ensure that the new development-proposes to invigorate the intersection with new uses, architecturally appropriate buildings (scale, character, articulation, etc.), and a



future BRT Station. The proposed BRT Station will be integral to the site design, engaging with community gathering spaces as well as innovative landscape that is part of an urban forestry program.

Statement & Vision:

The new development will be a vibrant transit-oriented, mixed-use development, comprised of brownstones, flats and select live-work units in addition to a complimentary mix of neighborhood commercial structures (restaurants, service retail, and small office). The commercial uses are intended to serve both new and nearby residents and are oriented to shared plazas and gathering areas with connectivity to surrounding neighborhoods. An affordable housing component is integral to the development. The development will NOT be a “monolithic box” such as recent “wrap” and “podium” developments in Chapel Hill.

Aura Chapel Hill buildings have thoughtful contextual architecture, respecting the historic qualities of design in the Town and on the UNC Campus. The site design is organized to include properly scaled “outdoor rooms” and shared gathering areas including an outdoor plaza, courtyards, and a stage/performance area. Work with the Town’s Urban Designer enhanced the quality of the design of the project. Aura Chapel Hill has a carefully considered parking plan which includes 180 parking underground (subterranean) spaces which allows a plan that maximizes open space (parks, woodlands, etc.) and minimizes “fields” of parking, screens a high percentage of spaces from public view and additionally maximizes on-street parking.

In addition to the parks and woodlands areas comprising more than 3 acres, the development proposes +/- 360 apartment dwelling units and 55 for-sale townhomes and live-works, plus approximately 15k SF of non-residential uses (comprised of retail/office and live-work units along Martin Luther King Jr. Blvd., and approximately 18,000 sq.ft of resident community amenity space interior to the development. The proposal conforms to the vision and scale offered with the guidelines for this quadrant of Central West. We feel this is a validation of the hard work done by the Central West Steering Committee.

Location, General Site Layout and Building Orientation

The 14.7 acre site is located on the east side of Martin Luther King Jr. Blvd. at the Estes Drive intersection. The future Carolina North campus associated with UNC-Chapel Hill is to be located on the west side of Martin Luther King Jr. Blvd. at the



site of the former Horace Williams Airport. As a reminder, the UNC Carolina North campus is approved for research and educational uses with various supportive functions, as well as housing for students and faculty.

Shadowoods Apartments is contiguous with the property to the north and fronts Martin Luther King Jr. Blvd. To the east of Shadowoods Apartments, and at the northeast corner of this property, is the Coker Woods single-family cluster neighborhood. The Coker Woods development is buffered from the property with a 30 ft. wide, commonly-owned wooded open space at its perimeter.

Mr. Whit Rummel owns the undeveloped 7.5 acres adjoining to the east, across a Duke power line easement. Amity Methodist Church is located to the south across Estes Drive, along with the Estes Drive frontage of the Chapel Hill-Carrboro YMCA.

The primary east west connection at Aura will be a large (almost an acre) green park with a stage and performance area located between North Park Drive and South Park Drive, a paired one-way central loop. This central green space has been designed for programable space including concerts, markets, and other dining/special events. Brownstones (townhomes) will line the northern edge of the development. Courtyards and a plaza area are proposed closer to the BRT Station and associated retail and live/work units and large woodlands with trail network is proposed in the southeastern portion of the site. Flats (rental apartments) with additional courtyard areas will line the remainder of the Estes Drive frontage.

Site Access and Circulation

The development proposes the creation of a mixed-use community that will both connect to and integrate with the existing fabric of the area. The community will also function as a bridge between the high frequency BRT corridor and neighboring properties. A general grid pattern of development is proposed, reflecting recommendations of the Central West Small Area Plan.

The development frontage at Martin Luther King Jr. Blvd. is proposed to be a compelling-street edge along the high frequency transit corridor. The development plan reflects the latest from the consultant working on the transit corridor design that locates a BRT Station along the property frontage. Vehicular access from Martin Luther King Jr. Blvd. is proposed as an inviting new tree-lined entry drive. The single point of vehicular access on Martin Luther King Jr. Blvd. is to be a right-in and right-out access. A single point of vehicular access is



proposed on Estes Drive as well and will be a full movement intersection. Pedestrian and bicycle amenities are prevalent. Bike lanes, sidewalk connections, and a new multi-use trail on the tree-lined Estes Drive are proposed for easy pedestrian/cyclist movement within and around the site. It is anticipated that pedestrian/bike connections will be made to both adjoining neighboring properties (Shadowood and Whit Rummel's tract).

Natural Features, Environment and Landscaping

Topographically, the property slopes gently to the south and southeast from the northwest corner at Martin Luther King Jr. Blvd. As such, the site is able to accommodate this requested grid layout. The upper segment of a drainage area is located in the southeastern corner of the property. This area is generally dry except for rain event. Stormwater flows, for the most part, to the southeastern corner of the property. The project will comply with all stormwater and sedimentation/erosion control requirements utilizing a variety of protection measures authorized by the Town, including underground storm detention facilities.

Project Goals and Objectives

The goals and objectives of this development proposal are in positive alignment with the goals and objectives of the Town's adopted Central West Small Area Plan.

2. STATEMENT OF JUSTIFICATION OF REZONING

Final action by the Town Council on a Conditional Zoning application is to be based on the following:

- a. The conformity of the application with the applicable provisions of this appendix and Town Code.
- b. The conformity of the application with the Comprehensive Plan.
- c. The compatibility of the proposed application with adjoining uses.
- d. The impacts of the proposed application on the surrounding properties and town as a whole.



- e. The relationship of the application to existing and proposed built systems including utility infrastructure, transportation facilities, police and fire coverage, and other public services and facilities.
- f. The relationship of the application to natural systems such as hydrology, topography, and other environmental constraints.

As provided with the application materials and associated plans, compliance with each of the findings has been demonstrated. The proposed development is as anticipated with the Central West Small Area Plan, an element of the Town's Comprehensive Plan. The thoughtful planning which resulted in the Central West Small Area Plan, provides assurance that the proposal is compatibility with the surrounding land uses and see to it that the development compliments the natural systems and respects the environmental constraints. It was the Small Area Planning process that highlighted the appropriateness of this corner for this development given the work to bring BRT improvements to the Martin Luther King Jr. Blvd. corridor. Appropriate infrastructure improvements are provided to limit impacts on the surrounding properties and the Town as a whole. In accordance with the Small Area Plan, compatibility with the surrounding neighborhoods and the larger Town is ensured.

3. STATEMENT OF CONSISTENCY WITH COMPREHENSIVE PLAN

Chapel Hill's 2020 Comprehensive Plan (CH2020)

The Aura Chapel Hill Mixed-Use submittal is proposed in accordance with the CH2020 Comprehensive Plan and the Central West Small Area Plan, an element of the Town's Comprehensive Plan. This statement of compliance is provided with regard to general concepts in CH2020 as well as the guiding principles of the Central West Small Area Plan.

Two key concepts within CH2020 Comprehensive Plan are Community Choices and Community Connections defined in the plan as:

Choices: The community would like more choices about where and how people can live and house their families and more choices about how they travel through town. The community also would like more choices about



where to shop and how to meet daily needs. Community members also would like choices about where they can work and play in Chapel Hill.

Connections: The community also desires more connections and improved opportunities to meet others and to embrace the diversity of those who live, work, and play in the community. Community members want more connections in how they can get around and a real commitment to safe pedestrian and bicycle transportation. They want real connections between the decisions town leaders make and the ideals that the community has expressed in the Chapel Hill 2020 comprehensive plan. Chapel Hill wants a sense of connectedness from many perspectives.

Aura Chapel Hill Mixed-Use Compliance:

The Aura Chapel Hill Mixed-Use submittal will contribute to choices regarding where to live, work, and play in Chapel Hill. These choices will be achieved by offering new office and retail space as well as a variety of housing options all in close proximity to downtown, schools, and University services and amenities. This will provide additional choices about where to live and work as well as where to shop and meet general daily needs.

The development will provide important connections for those who live and work in the new community, and the Town, in the form of physical connections. These physical connections include pedestrian and bicycle amenities and easy access to the high frequency Bus Rapid Transit (BRT) corridor on Martin Luther King Jr. Blvd. Opportunities for social connections will be provided with expanded housing choices, new outdoor amenities and gathering spaces, small scale retail and work places, and a variety of commercial and employment opportunities.

Chapel Hill's Central West Guiding Principles

Thirteen principles were developed by the community to help guide future development in the Central West Area. These principles were adopted by the Town Council in 2013 as an element of the Town's Comprehensive Plan. The Aura Chapel Hill Mixed-Use Concept Plan submittal demonstrates compliance with each of these principles:



- Principle 1: Create a Strong Sense of Place
- Principle 2: Ensure Community Compatibility
- Principle 3: Create Social Connections
- Principle 4: Improve Physical Connections
- Principle 5: Minimize Vehicular Traffic Impacts
- Principle 6: Enhance the Pedestrian/Bicycle Experience
- Principle 7: Improve the Transit System
- Principle 8: Encourage a Diverse Mix of Uses
- Principle 9: A Diverse Population
- Principle 10: Respect Existing Neighborhoods
- Principle 11: Employ Environmentally Sound Practices
- Principle 12: Feature, Repair, and Enhance Natural Resources
- Principle 13: Consider Economic Impacts in Development Decisions

Aura Chapel Hill Mixed-Use Compliance:

The Aura Chapel Hill Mixed-Use development will be a vibrant addition to the area and will provide a strong sense of place within both the Central West area and the Town. This gateway development, at a major intersection, positively contributes to the fabric of the Central West area and the Town.

With the careful placement of buildings, streets, sidewalks, parking and green space, a new sense of place will be established at this corner. Community gathering spaces and innovative landscape reinforce connection to the BRT corridor. New tree-lined drives will provide connections as envisioned in the Town's Small Area Plan for vehicles as well as ease of movement for pedestrians and bicyclists. The residential flats and associated courtyards provide pedestrian scaled frontage along Estes Drive.

The Central West Plan promotes mixed-use at this location and encourages density and intensity of use that will further support the Town's robust transit system. The Aura Chapel Hill Mixed-Use development will offer an improved physical connection to this major north-south transit corridor. A variety of



vehicular, pedestrian and bicycle pathways provide connectivity within the development and to the perimeter community fabric.

The proposed development provides compatible transition between the surrounding residential and institutional uses and the high frequency transit corridor of Martin Luther King Jr. Blvd.

Both physical and social connections are promoted with the new development. Opportunities for social interaction are provided with diverse housing options, outdoor amenities/ courtyards and gathering areas/green spaces. A variety of live-work space and co-working space contribute to opportunities for entrepreneurial development within the community. Affordable and workforce housing is proposed as a component of the development.

Vehicular, bicycle, and pedestrian connectivity is provided as envisioned with the Central West Plan. Vehicular access provided from Martin Luther King Jr. Blvd. and Estes Drive contributes to the establishment of a street “grid.” These primary access points will accommodate motorized and non-motorized vehicles as well as pedestrians through the site with street trees and amenities. Sidewalks, informal trails, and a new Estes Drive multiuse trail will be a welcoming component of the new development, as will an east-west “Park Drive” connection internal to the property.

Traffic impacts on the surrounding areas will be mitigated because of the link to the north-south BRT corridor. The transit-oriented nature of the design coupled with ease of access to high frequency public transportation will help reduce traffic impacts. The internal capture associated with a mixed-use development will further help to reduce vehicular traffic impacts. This overall transportation approach promotes better air quality and sustainability as well as energy conservation. Vehicular parking can be minimized with this holistic approach, and bicycle parking maximized.

The proposal works with the natural environment and the topography of the site and the stormwater management will be located in a naturally occurring lower portion of the site as anticipated with the Small Area Plan.

Stormwater run-off from the development will be managed on-site with storm water retention and water quality treatment to be sized to meet the Town’s requirements. All non-subterranean storm water elements will become positive visual features. The proposed stormwater facilities constitute Best Management Practices to ensure that stormwater runoff does not negatively impact neighboring properties.



This new development will contribute to the strength and the economic prosperity of the Central West area and the larger community. The Town's tax base will be enhanced with sustainable land uses and intensities.

4. RESPONSE TO TOWN COUNCIL AND DESIGN COMMISSION CONCEPT PLAN COMMENTS FROM MAY 6, 2020

Town Council Comments from May 6, 2020 Review of Concept Plan:

1. Confirmed commitment to meeting tree canopy coverage requirements
2. Confirmed location of east-west greenway to be centrally located
3. Confirmed live-work units will have flexible space on the ground level with garage and living space above
Applicant Response: live-work locations were moved to be adjacent to retail to create more synergies with village green. As such, these units do not have garages but will have direct access to the retail parking.
4. Question regarding Airport Hazard zone
Applicant Response: The Airport Hazard Zone has been repealed given notice by UNC to Town stating all aircraft activity has ceased and the airport has closed (per Town Attorney). Applicant has FAA approval to proceed with construction up to 150'.
5. Question regarding student housing concerns
Applicant Response: The Aura development is not proposed as a student housing development. TRG is not a student housing developer and has never built a student housing project across our entire national platform. The unit mix is not designed for students and very few 3 bedrooms are included (the original plan had no 3 bedroom units; these were only included after the Concept Plan based on comments from Town Council and CDC).
6. Consider lengthening the BRT stop
Applicant Response: The BRT stop is being designed with Town, their engineers, consultants and TRG's design team.
7. Confirmed potential connection to Shadowood Apt.
8. **Applicant Response:** The submittal provides opportunity for pedestrian/bike connection to Shadowood Apartments. TRG wants to promote adjacent residents to walk/bike to the retail and amenities.
9. Applicant to look into more parking underground and reduce parking to the 575-600 range



- Applicant Response:** The development includes approx. 577 surface and below-grade parking (excludes private garages with townhomes). Of the 577 spaces, 183 spaces are in the subterranean (underground) garage.
10. Confirmed that smaller community businesses, entrepreneurs and retail is proposed due to access restrictions.
 11. Confirmed TIA will be prepared with a formal Conditional Zoning application and TIA is to consider alternative to a roundabout
 12. Confirmed that street parking would be contained within the new community, not on surrounding streets.
 13. Confirmed pedestrian/bike path connection to the Rummel property
 14. Confirmed that smaller buildings allow for more outdoor space such as plazas and courtyards when asked about a larger building with a rooftop amenity
 15. Concern about traffic congestion
Applicant Response: Please refer to the TIA.
 16. Suggestion that the AMI for affordable housing could be lower, extended to at least 30 years, and perhaps integrated into the ownership option
Applicant Response: Please refer to the Affordable Housing Plan.
 17. Some Council Members thought that buildings should be taller along Martin Luther King Jr. Blvd.
Applicant Response: The plan was changed from 1-story buildings at MLK/Estes to 4-story with retail on the lowest level and three levels of residential above.
 18. Concern that a roundabout may not be approved by NCDOT
Applicant Response: Based on feedback from the Town and DOT, the roundabout idea has been tabled and the access point will be an unsignalized full movement intersection accompanied by off-site and on-site improvements per final recommendations of the TIA.
 19. Encouraged a human-scale, less car-oriented development
Applicant Response: We share this objective and the updated plan emphasizes this outcome.
 20. Suggestion to buffer the community gathering space from the noise of traffic on Martin Luther King Jr. Blvd.
Applicant Response: We share this interest and will balance it with the objective to provide an open and welcoming environment.
 21. Encouraged an east-west grid system in the long-term development of the Town



- Applicant Response:** The Aura plan embraces the east-west grid encouraged with the Central West Small Area Plan.
22. Suggestion for a north-south Timberlyne Trail to be a part of plans for the area
- Applicant Response:** The Aura plan provides opportunity for north-south connectivity along Martin Luther King Jr. Blvd., centrally located within the development, and in the eastern portion of the development.
23. Central West Plan calls for the corner to be a destination for the surrounding area and an asset for town
- Applicant Response:** The plan is designed to provide a gathering place and neighborhood convenience retail environment, balancing the demand in the immediate area. The amount of retail/mixed-use is right-sized for this particular property and will appropriately be able to serve the residents of the project and surrounding communities.
24. Consider larger apartments that would allow more families or add more townhouses
- Applicant Response:** The Aura plan proposes a mix of residential units ranging from rental product from 1 bedroom to 3 bedroom and for sale products of 3 bedrooms +. The Aura plan now has larger units, including 3 bedroom rental units per the request of the Town Council and CDC.
25. Pleased with applicant's responsiveness and much better design
26. Proximity to schools, the BRT, and the greenway could reduce the need for parking spaces in the future
- Applicant Response:** The Aura development provides a balance that allows residents a parking space to store their vehicle while using the transit system and pedestrian amenities daily.
27. Suggestion that a partnership with Shadowood to the north might help reduce traffic concerns
28. **Applicant Response:** The submittal does not preclude this as an option in the future.

Resident Comments from May 6, 2020 Town Council Review of Concept Plan:

1. Concern about overall scale and size of plan, the egress/entrance plan, and the traffic on Estes Drive
- Applicant Response:** We are pleased to be using the guidance provided in the Central West Small Area Plan.
2. Request for a streetscape view for Estes Drive



3. ***Applicant Response:*** We intend to provide a streetscape view in our presentation materials.
4. Concern regarding location of refuse collection
Applicant Response: We are coordinating with the Town's Public Works Department to ensure accessibility for recycling and refuse collection. The Aura plan now has internal trash rooms not open dumpsters.
5. Concern that Concept Plan buffer plans seem vague
Applicant Response: Detailed landscape buffer plans are customarily provided with the final plan submittal.
6. Concern proposed concept might lead to total fewer trips but more concentrated. Request to evaluate density based on projected traffic from the TIA
Applicant Response: Please refer to the TIA.
7. Concern that Concept Plan commercial space was greater than Central West Plan and that this proposal included a lot of the residential development anticipated with the plan
Applicant Response: See prior responses regarding "right-sized" commercial space serving the residents of the community.
8. Concern about not knowing if Estes Drive could be widened
Applicant Response: Please refer to the TIA and related plans. Widening and associated improvements are to be provided at the Estes Drive property frontage.
9. Concern regarding compatibility with recent community surveys about the Town's traffic flow problems
Applicant Response: Please refer to the TIA.
10. Concern little retail shown on Concept Plan
Applicant Response: See prior response above.
11. Concern not enough affordable housing
Applicant Response: The proposal is guided by the Town Council's policy encouraging 15% affordable housing with rezoning applications.
12. Concerns about traffic congestion
Applicant Response: Please refer to the TIA.
13. Concern that a TIA had not been done for a conceptual plan
Applicant Response: Please refer to the TIA which has been provided with this formal application.
14. Concern about proximity to schools and potential risk to children



- Applicant Response:*** We consider the location of public schools within walking distance of the development to be a positive amenity with the addition of sidewalks planned for Estes Drive to reduce risk to students.
15. Concern that plans may not meet the density recommendations of the Small Area Plan
- Applicant Response:*** We propose development within the guidance of the Central West Small Area Plan. Please refer to application materials.
16. Concern that physical constraints of property might be insurmountable
- Applicant Response:*** We are able to work with the property constraints to provide a desirable development proposal that achieves the objectives of the community's planning process.
17. Recommendation that a TIA be conducted
- Applicant Response:*** Please refer to the TIA.
18. Questions about pedestrian access to Coker Woods
- Applicant Response:*** If appropriate, we welcome connectivity to surround developments. We defer to Coker Woods and the Town's guidance.
19. A representative from the YMCA confirmed that the proposed driveway location on Estes Drive aligned with the YMCA's future secondary drive and was consistent with the YMCA's master plan and would improve access to its facility.

Responses to Design Commission comments from the February 25, 2020 meeting:

Design Commission Consensus from Design Commission Minutes

1. Agreed on the need for a significant landscape buffer between the development and the Coker Hills and Shadowood communities
Applicant Response: Please refer to the proposed plans and associated northern landscape buffer.
2. Echoed the concerns of the citizens that spoke regarding traffic impacts at an already congested intersection
Applicant Response: Please refer to the TIA.
3. Worried about the lack of significant retail space and the viability of the retail proposal
Applicant Response: The amount of retail proposed is related to the limited access to the site.
4. Concerned about the table-top parking decks abutting housing units, specifically as they related to buildings 8 and 9 and how the building



elevations would work in this location. Look at putting parking underground.

Applicant Response: Please refer to the plans submitted with this formal application regarding changes to the site layout.

5. Supportive of the proposed pedestrian connections to the neighboring properties

Applicant Response: We welcome connectivity to surround developments, and are actively seeking such connections.

6. Where building sides face the street, need to see how those sides look from the street. Consider turning building 3 to face the road

Applicant Response: Please refer to the plans submitted with this application. Views from the street are anticipated to be provided as part of future presentations.

7. Concern over the number of units compared to the previous plan and the scale of the project.

Applicant Response: Please refer to the latest plans submitted.

Individual Design Commission Comments

1. Desire to see the setback of buildings along MLK match those of Shadowood

Applicant Response: Please refer to the site plan accompanying this application. An appropriate transition to the buildings at Shadowood is provided with brownstones, as you extend north on Martin Luther King Jr. Blvd. from the intersection.

2. Would like to see a reconfiguration of the community green along MLK to better relate to the BRT stop, MLK and the proposed retail. Town common may not have enough space or things around it

Applicant Response: Please refer to the accompanying site plan regarding the adjustments provided to the community green space following work with Brian Peterson, the Town's Urban Designer.

3. Supportive of the proposed building heights and in the variation of heights to create a distinct community

4. The plans architecture needs to address the significance of the corner of the site, this is one of the most prominent corners in town. The small area plan recommends an anchor building to create a focal point

Applicant Response: Please refer to the accompanying plans regarding the adjustments provided to the prominent corner following work with Brian Peterson, the Town's Urban Designer.



5. Architecture should relate to the community and be inviting. It should also use cutting edge architecture and green building practices. High quality architecture for this site is a must

Applicant Response: We understand the significance of the architecture at this prominent corner and are working closely with the Town's Urban Designer.

6. Replacement of the tree canopy is imperative

Applicant Response: We have committed to meeting the Town's tree canopy coverage requirements.

7. Support was mentioned for upholding the 3yr moratorium on development.

Applicant Response: The site was timbered per State timbering requirements and Chapel Hill permits, with work completed by Owner (not TRG) in June 2018.

8. Stormwater runoff problem is a concern

Applicant Response: The Town imposes rigorous stormwater regulations and we have committed to meeting those requirements.

9. Look at providing housing for households w/ less than 80% of area median income

Applicant Response: Please refer to our Affordable Housing Plan.

Resident Comments at Design Commission meeting

1. Scale of development is too big

Applicant Response: We have worked closely with guidance from Chapel Hill's Urban Designer on the proposal. Please see updated plan, specifically, the reduced scale of buildings on the north east by Coker Woods.

2. Neighborhood meeting not well advertised

Applicant Response: Subsequent meeting notices will be provided by the Town.

3. Martin Luther King/Estes intersection is overcapacity for traffic

Applicant Response: Please refer to the TIA.

4. Project roundabout is consistent w/ the Small Area Plan

Applicant Response: We understand the Town and DOT prefer a full movement stop intersection versus a roundabout, in addition to the off-site and on-site improvements recommended by the TIA.

5. Traffic impact on schools on Estes Dr. is a concern and emergency services

Applicant Response: Please refer to the TIA.



6. The number of parking spaces is unrealistic

Applicant Response: The development plan and associated parking is supported by TRG based on its experience and parking consultant guidance.

7. Retail proposed is good

8. Concern about height of buildings and width of tabletop parking

Applicant Response: We have worked closely with the Town's Urban Designer on the revised plans.

9. Stormwater is an issue, especially since the land was cleared

Applicant Response: The Town imposes rigorous stormwater regulations and we have committed to meeting those requirements.

10. Concern about impact of pedestrian connections on the wooded Coker Hills easement

Applicant Response: We welcome connectivity to surround developments and defer to the residents of Coker Woods and the Town.



Affordable Housing Proposal – CZP Application Submittal

September 24th, 2020 {Revised January 14, 2021}

As contracted purchaser and applicant, Trinsic Residential Group (“TRG”) is proposing the following affordable housing plan options for Aura Chapel Hill (the “Project”), located at the NEC of Estes Drive & MLK Blvd.

Background

TRG and its consultants have met with community members, town officials and local affordable housing developers to develop an affordable housing plan that attempts to align with the Town of Chapel Hill’s vision. Additionally, TRG has reviewed the Housing Advisory Board’s published “recommendations” dated June 2019. The following Affordable Housing proposal incorporates our best efforts to incorporate as many as those recommendations as possible when balanced with the economic realities and physical constraints of the Project.

Proposal Terms

Rental Housing Affordable Dwelling Units:

Once the Project is complete, TRG shall provide as part of the Project, affordable rental housing dwelling units (the “RHADU”) in an amount equal to fifteen percent (15.0%) of the total of the market-rate apartments (flats) constructed in the Project, minus seven (7) units (refer to “FSADU” section below for adjustment rationale).

Therefore, the Project will include 321 market-rate units and 40 RHADU’s, a mix of one-bedroom, two-bedroom and three-bedroom apartment units, in the same proportion as the project’s rental unit mix identified in the CZP application and related submittals.

The RHADU’s shall remain affordable apartment units pursuant to this plan for a period of thirty (30) years from the date of the initial certificate of occupancy (C.O.) in the Project and comprise half the units at 65% AMI and the other half at 80% AMI, such AMI calculated using the Raleigh, NC MSA limits as determined by HUD. The RHADU’s shall be built concurrently with the market-rate units and shall be floating (not-fixed location) and indistinguishable from the market-rate units (in terms exterior materials, location within the rental community and access to apartment amenities). Beginning January 1st the first full year after the year the last C.O. is issued for the apartment community, the owner of record of the apartment community shall provide an annual certificate of compliance to the Town of Chapel Hill Planning Department.

For Sale Affordable Dwelling Units:

In addition to RHADU’s, TRG shall provide fourteen (14) for sale affordable dwelling units (“FSADU”), working with a local for sale affordable housing developer with experience in the Orange County affordable housing market. The FSADU’s shall be in a stand-alone three-story conditioned-corridor building. Given there will be forty-four (44) market-rate for sale townhomes, only seven (7) RHADU’s are required, however, Applicant is providing fourteen (14) FSADU’s in response to the Town’s desire to have more for-sale affordable units



available and has therefore reduced the RHADU's by seven (7). The overall total number of affordable units (for sale + rental) still satisfies the 15% standard.

The FSADU's shall comprise half of the units at 65% AMI and the other half at 80% AMI, such AMI calculated using the Raleigh, NC MSA limits as determined by HUD. Upon TRG's selection of the for sale affordable housing developer, TRG will update the Town of Chapel Hill Planning Department, including further details of the FSADU proposal.

December 22, 2020

Judy Johnson and Michael Sudol
Town of Chapel Hill Planning Department

Re: **Aura Modifications to Regulations**

Due to site constraints and peculiarities of the LUMO, modifications to required standards are necessary to create a mixed-use center that meets the Town's vision and intent for such developments. The requested modifications are necessary to allow for a cohesive and balanced mixed-use development design.

LANDSCAPE FOUNDATION BUFFER MODIFICATION

The Land use Management Ordinance Article 5.9.6 sets forth foundation buffer requirements for the Aura development. Please see the Site Plan for specifics of the requested modification to foundation buffer requirements.

The landscape requirements in the ordinance typically are used in a suburban setting to screen parking fields from view. The applicant is proposing alternate landscaping such as street trees and planters to reflect the urban condition.

BUFFER MODIFICATION

The Land use Management Ordinance Article 5.6.6 sets forth the following required perimeter buffers for the development of Aura:

LOCATION OF REQUIRED BUFFER	REQUIRED BUFFER
Northern Buffer	10' Type B
Southern Buffer	15' Type B
Eastern Buffer	15' Type A
Western Buffer	15' Type B

As part of the approval of the requested conditional zoning permit, Aura is requesting the following modifications to the required perimeter buffers. Please see site plan associated with the CZP for the specific modifications.

LOCATION OF REQUIRED BUFFER	PROPOSED BUFFER
Northern Buffer	Varied width/modified buffer
Southern Buffer	15' modified buffer
Eastern Buffer	Varied width/modified buffer
Western Buffer	15' modified buffer

Please refer to Site Plan for buffer details.

With the desired urban form and density on this parcel, modified buffers will contribute to the urban streetscape. An abundance of recreational space in the form of green space, plaza, and natural areas contribute to the resident and visitor experience internal to the property in place of increased buffer widths and types on the property perimeter. Modified buffers meet the intent of the ordinance and are shown in detail on the Site Plan.

LANDSCAPED FOUNDATION BUFFER MODIFICATION

The Land use Management Ordinance Article 5.9.6 sets forth foundation buffer requirements for the Aura development. Please see the Site Plan for specifics of the requested modification to foundation buffer requirements.

The landscape requirements in the ordinance typically are used in a suburban setting to screen parking fields from view. The applicant is proposing alternate landscaping such as street trees and planters to reflect the urban condition.

Sincerely,

MCADAMS



Jessie Hardesty
Planner, Planning + Design



Energy Management Plan – CZP Application Submittal

September 24th, 2020

As contracted purchaser and applicant, Trinsic Residential Group (“TRG” or “Applicant”) is proposing the following energy management plan for the apartment rental community at Aura Chapel Hill (the “Project”), located at the NEC of Estes Drive & MLK Blvd.

Background

TRG and its consultants have developed a preliminary energy management plan that attempts to align with the Town of Chapel Hill’s vision. The following preliminary Energy Management Plan incorporates our best efforts to incorporate as many as the Council recommendations as possible into the apartment rental community when balanced with the economic realities and physical constraints of the Project.

Apartment Rental Building Energy Management Plan:

Prior to issuance of any and all Zoning Compliance Permits within the Project that include apartment rental buildings, the Applicant shall provide an Energy Management Plan (EMP) for Town approval. The plan shall incorporate the goal of achieving a “more energy efficient” feature to outperform the American Society of Heating, Refrigeration and Air Conditioning Engineers (ASHRAE) energy efficiency standard in place at the time of the Conditional Zoning Permit application submittal. The plan shall also consider the following elements: a) utilizing sustainable energy, currently defined as solar, wind, geothermal, biofuels, hydroelectric power, b) purchase of carbon offset credits and green power production through coordination with the NC GreenPower program, and c) provide for the goal of more efficiency relative to ASHRAE (see above) that also ensures indoor air quality and adequate access to natural lighting, and allows for the proposed utilization of sustainable energy in the project. The buildings comprising the apartment rental community will use commercially reasonable efforts to meet a nationally recognized “green” certification (examples include, but are not limited to: LEED, NAHB, Green Globes, etc.).



Art Plan – CZP Application Submittal

September 24th, 2020

As contracted purchaser and applicant, Trinsic Residential Group (“TRG” or “Applicant”) is proposing the following art plan for the apartment rental community at Aura Chapel Hill (the “Project”), located at the NEC of Estes Drive & MLK Blvd.

Background

TRG has engaged a renowned national art consultant that specializes in art planning, artist selection, programming, and construction/installation and of public art for public spaces. TRG is budgeting \$200,000 for such purposes. TRG will update the Town of Chapel Hill and all appropriate boards, commissions, staff as deemed appropriate as we progress through the process. TRG views the art plan as a collaborative process with the community, town, consultant and applicant.

TRG/Applicant Consultant Experience *(select capstone projects)*

City of Council Bluffs, Iowa – Mid-America Center

MAC is a 110-acre Entertainment District, Mixed-Use area, and is home to Council Bluffs' Arena and Convention Center, the Horseshoe Casino, a Bass Pro Shop, hotels, restaurants, and additional retail outlets. This development is also the second prioritized public art location within the city's PAMP. Partnering with HOK and their Master Planning effort for the area, CONSULTANT recommended public art sites and appropriate scale and budget for each site. Through this process, the team identified five public art sites, and with CONSULTANT managing the acquisition, the team commissioned four internationally renowned artists (William King, Jonathan Borofsky, Jun Kaneko, and Albert Paley) to create works of art. CONSULTANT managed the art acquisition, which included the selection process, contract negotiations, project administration, studio visits, coordination of delivery issues, on-site presence during the installation, and completion of the acceptance procedures for the client.

Block Real Estate Services, Inc. – CityPlace

CityPlace is a 90-acre, \$500,000,000 Mixed- Use project we have been working on for several years. To date, we have placed four major works in the project. Currently, we are researching additional pieces for several other Block projects in the 2020/2021 timeline.

The huge Mixed-Use project is in Overland Park, Kansas, which lies in the south-central region of the Kansas City metropolitan area. It will highlight four office buildings totaling 600,250 square



feet. It will house approximately 1,400 multi-family units, along with 140 senior living units, and 39,000 square feet of retail space.

City of Council Bluffs, Iowa – Public Art Master Plan

CONSULTANT spearheaded the PAMP planning process by assembling local civic leaders (Stakeholder Committee) and integrating Council Bluffs' unique cultural, historical, and geographic characteristics into a philosophical and procedural guideline to assemble a public art collection. This endeavor has achieved national recognition.

Implementation of this project is similar to the proposed scope of Trinsic's pending effort. We assisted the Iowa West Foundation and the city with crafting a vision statement, identifying and prioritizing locations for public art, proposing the appropriate scale and context for the sites, budget suggestions for the sites and by recommending an art selection process for the Public Art Selection Committee.

The plan prepared by CONSULTANT provided a flexible guide for commissioning professional artists to create site-specific works of art, which were contextual and complemented existing architecture and spaces. Public Art & Practice was then retained to administer the implementation of the Plan, to create unique opportunities and to fashion memorable spaces. The Public Art Master Plan's first ten sites have been installed with others still on the drawing board.

City of Council Bluffs, Iowa – Bayliss Park

Located in the heart of Council Bluffs, Iowa, Bayliss Park was transformed from its 1800s original concept to a dynamic space for the community to meet. Bayliss Park was the city's PAMP's first priority and CONSULTANT worked with a local landscape architect firm, RDG, to recommend an appropriate scale, materials, and budget to transform the area into an exciting park.

CONSULTANT then assisted the Artist Selection Panel in locating and selecting an artist and oversaw the contract through installation.

Internationally recognized artist, Brower Hatcher of Mid-Ocean Studio, designed the park's new features, which included the center element for the fountain entitled, Wellspring, as well as its performance pavilion, Oculus, which is an interactive children's water feature, and seating throughout Bayliss Park.

The team's goal for a year-round work of art was met by Wellspring's illumination at night with LED lights that can remain on in cold weather, and during summer months, its huge geysers shoot



water over the framework. Along with the fountain, Oculus provides entertainment opportunities for the community, such as large swing band concerts, and local ballet and theatre performances.

First National Bank of Omaha

Portions of two city blocks of the Bank's downtown campus were returned to green space, a unique sculpture park was created, and a wonderful gateway into the Central Business District was given to the City of Omaha by First National. As the Bank's art consultant and project manager, our firm assisted in assembling a team of design professionals, coordinated the master planning process (the sites are now entitled, Pioneer Courage and Spirit of Nebraska's Wilderness), and continued to manage and oversee the implementation of the Master Plan for over 11 years.

Being the first professional team retained for the project, we assisted in the selection of the Landscape Architect, Master Planning efforts, administered the artist selection process and the administration and implementation of their plan. We were involved with the budget discussions, contract negotiations, securing insurance policies, visiting artists' studios and foundries (quarterly), documenting project progress, reviewing invoices, installation oversight, securing waiver of liens, and other necessary tasks. The master-planned, five-block gateway into downtown Omaha has over 120 bronze works of art installed.

Kent Ullberg, Blair Buswell, Ed Fraughton, Jim Reeves, and Bruce Lauritzen received the National Sculpture Society's most prestigious award – the Henry Hering Medal – for the collaboration on a sculpture project between an artist, a landscape architect/architect, and an owner.

This project's scale, quality, uniqueness, team composition, and collaborative nature attracted interest for a TV documentary by Kansas City's Backroads Production and its Emmy- Nominated Principals, John Altman, and Leon Ault. The documentary was released in the fall of 2010.



**AURA CHAPEL HILL
DEVELOPMENT**
TRAFFIC IMPACT STUDY - *DRAFT*

EXECUTIVE SUMMARY



Prepared for:

The Town of Chapel Hill
Public Works Department - Engineering

Prepared by:

VHB Engineering NC, P.C.

*940 Main Campus Drive, Venture 1
Suite 500
Raleigh, NC 27606*

NCBELS License #: C-3750

December 2020



AURA CHAPEL HILL DEVELOPMENT

TRAFFIC IMPACT STUDY - *DRAFT*

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Raleigh, NC 27606*

NCBELS License #: C-3750

December 2020



Executive Summary

Trinsic Residential Group plans to develop a parcel of land in the northeast corner of Martin Luther King Jr. Boulevard (NC 86) and Estes Drive (SR 1750) in Chapel Hill, NC (Figure ES-1). The proposed development will consist of 58 townhomes, 361 mid-rise apartments, a 3,032-square foot small office building, and 8,564 square feet of retail space. The development is expected to be fully constructed and occupied by the end of 2023.

Project Background

Based on the conceptual site plan (Figure ES-2), access to the development is proposed via two (2) vehicular access points. The following are the proposed access points:

- › Future Access #1: right-in/right-out only access on Martin Luther King Jr. Boulevard (NC 86), approximately 450-feet north of Estes Drive (SR 1750).
- › Future Access #2: full movement access on Estes Drive (SR 1750), approximately 900-feet east of Martin Luther King Jr. Boulevard (NC 86).

Based on discussions with Town of Chapel Hill staff, the following intersections were included in the study area and analyzed for existing and future conditions, where appropriate:

- › Martin Luther King Jr. Boulevard (NC 86) at Airport Drive (unsignalized)
- › Martin Luther King Jr. Boulevard (NC 86) at Estes Drive (SR 1750/SR 1780) (signalized)
- › Martin Luther King Jr. Boulevard (NC 86) at Piney Mountain Road/Municipal Drive (signalized)
- › Martin Luther King Jr. Boulevard (NC 86) at Homestead Road (SR 1777) (signalized)
- › Estes Drive (SR 1750) at Somerset Drive (unsignalized)
- › Estes Drive (SR 1750) at Caswell Road (signalized)
- › Franklin Street (SR 1010) at Estes Drive (SR 1750) (signalized)

- › Martin Luther King Jr. Boulevard (NC 86) at Future Access #1 (future unsignalized)
- › Estes Drive (SR 1750) at Future Access #2 (future unsignalized)

The Town of Chapel Hill requires that future year analysis of the traffic conditions be conducted for the projected build year plus one (+1). Therefore, the analysis was performed under the following four (4) scenarios:

- › Existing (2020) Conditions
- › No-Build (2024) Conditions
- › Build (2024) Conditions
- › Build (2024) Conditions – With Improvements

The Existing (2020) scenario includes AM, Noon, and PM peak hour analysis based on turning movement count data collected in January 2020. The No-Build (2024) scenario includes existing traffic with an annual growth rate of one-half percent (0.5%) applied to the study area roadways between the base year (2020) and build year (2024). The No-Build (2024) scenario also includes background site trips generated by other proposed developments within the study area. The Build (2024) scenario includes the calculated No-Build (2024) volumes with the addition of site trips generated by the full build-out of the proposed development. The Build (2024) with Improvements scenario includes future conditions with any recommended improvements in place.

Intersection analyses were conducted using *Synchro/SimTraffic Version 10*. The overall level of service (LOS) and delay for each intersection and the approach LOS and delay are shown in the Summary LOS table on page vii.

Existing (2020) Conditions

Existing analyses were conducted based on current roadway geometrics and intersection turning movement counts. The existing traffic volume was obtained from turning movement counts collected in January 2020.

Study Area

The site is located in the northeast corner of the Martin Luther King Jr. Boulevard (NC 86) and Estes Drive (SR 1750) intersection in Chapel Hill, North Carolina. The site has two proposed access points, one along Martin Luther King Jr. Boulevard (NC 86) and one along Estes Drive (SR 1750). Martin Luther King Jr. Boulevard (NC 86) is a north-south principal arterial and Estes Drive (SR 1750) is an east-west minor arterial.

Currently, there are no bicycle lanes present along both Estes Drive (SR 1750) and Martin Luther King Jr. Boulevard (NC 86). A narrow, paved path is located on the south side of Estes Drive (SR 1750), east of Martin Luther King Jr. Boulevard (NC 86). Sidewalks are present on the east side of Martin Luther King Jr. Boulevard (NC 86), adjacent to the study area. Six (6) bus stops are present within the study area and provide access to the site.

Crash Analysis

Five-year crash data (February 1, 2015 – January 31, 2020) was obtained from the North Carolina Department of Transportation (NCDOT) Traffic Engineering Accident Analysis System (TEAAS) along Martin Luther King Jr. Boulevard (NC 86) and Estes Drive (SR 1750) adjacent to the site.

Level of Service Summary

As reported in the Summary Level of Service (LOS) table on page vii, all signalized intersections, except for one, operate at an overall acceptable LOS (i.e., LOS D or better) during all peak hours. The intersection of Franklin Street (SR 1010) and Estes Drive (SR 1750) operates at LOS E during the PM peak hour. Additionally, all stop-controlled approaches currently operate acceptably during both peak hours.

No-Build (2024) Conditions

Background Growth

A future growth rate of a half percent (0.5%) was derived from average daily traffic counts collected by the NCDOT. This annual growth rate is consistent with recent traffic impact studies near the around the area, and it was applied to the existing traffic volumes on all the roadways to account for growth between the base year (2020) and the build year (2024). Three (3) background developments were identified within the project study area: 1200 MLK Redevelopment, Retirement Residence at Somerset Drive, and the University Place Redevelopment. The site trips that are projected to be generated by these developments were accounted for in the No-Build (2024) analysis.

One (1) background roadway improvement project was identified within the study area. The Estes Drive Connectivity Project plans to construct intersection and bicycle/pedestrian improvements along Estes Drive (SR 1750) between Martin Luther King Jr. Boulevard (NC 86) and Caswell Road. The committed background improvements from this project were included in the No-Build (2024) analysis.

Level of Service Summary

As reported in the Summary LOS table on page viii, the signalized intersection of Franklin Street (SR 1010) and Estes Drive (SR 1750) is expected to continue to operate at LOS E during the PM peak hour. All other signalized intersections are expected to operate acceptably, with slight decreases in delay observed at the intersection of Martin Luther King Jr. Boulevard (NC 86) and Estes Drive (SR 1750) due to the background roadway improvements. All stop-controlled approaches within the study area will maintain acceptable operations.

Trip Generation and Assignment

Trip generation was conducted based on the most appropriate corresponding trip generation codes included in the *ITE Trip Generation Manual, 10th Edition* and the suggested method of

calculation in the NCDOT's *"Rate vs. Equation" Spreadsheet*. The proposed development is to consist of approximately 58 townhomes, 361 mid-rise apartments, a 3,032-square foot small office building, and 8,564 square feet of retail space; ITE LUC 220 (Multifamily Housing (Low-Rise)), LUC 221 (Multifamily Housing (Mid-Rise)), LUC 712 (Small Office Building), and LUC 820 (General Retail) were used based on NCDOT guidance.

A transit reduction was taken for the proposed trip generation to account for the current transit service to the area. The new Bus Rapid Transit system is proposed along Martin Luther King Jr. Boulevard (NC 86), but construction will not begin until 2024; therefore, no additional transit reductions were applied to the generated trips. The external site trips were reduced by 10% to account for the trips that will utilize the existing transit service stops near the development. This reduction also accounts for non-motorized travel, such as bicycle and pedestrian trips to and from the site. A sidewalk currently runs along the east side of Martin Luther King Jr. Boulevard (NC 86), and the Estes Drive Connectivity Project will improve bicycle and pedestrian facilities along Estes Drive (SR 1750). Table ES-1 shows the final external non-pass-by and pass-by site trips generated by the new development.

Table ES-1 Trip Generation Rates (Vehicle Trips)

Land Use Code ¹	Land Use	Unit	ADT	AM Peak Hour			Noon Peak Hour ⁵			PM Peak Hour		
				Enter	Exit	Total	Enter	Exit	Total	Enter	Exit	Total
Total Site Trips ²												
220	Multifamily Housing (Low-Rise)	58 du	398	6	22	28	15	17	32	23	13	36
221	Multifamily Housing (Mid-Rise)	361 du	1,966	31	89	120	62	74	136	93	59	152
712	Small Office Building	3,032 sf	49	6	4	10	6	5	11	5	6	11
820	General Retail	8,564 sf	1,130	51	31	82	47	38	85	42	46	88
Development Total			3,543	94	146	240	130	134	264	163	124	287
Trip Reduction Due to Internal Capture ³												
220	Multifamily Housing (Low-Rise)	58 du	23	0	0	0	1	1	2	2	1	3
221	Multifamily Housing (Mid-Rise)	361 du	111	1	1	2	5	3	8	9	5	14
712	Small Office Building	3,032 sf	12	0	1	1	2	1	3	3	1	4
820	General Retail	8,564 sf	120	2	1	3	3	6	9	4	11	15
Development Total			265	3	3	6	11	11	22	18	18	36
Total External Site Trips without Transit Reduction												
220	Multifamily Housing (Low-Rise)	58 du	375	6	22	28	14	16	30	21	12	33
221	Multifamily Housing (Mid-Rise)	361 du	1,855	30	88	118	57	71	128	84	54	138
712	Small Office Building	3,032 sf	37	6	3	9	4	4	8	2	5	7
820	General Retail	8,564 sf	1,010	49	30	79	44	32	76	38	35	73
Development Total			3,277	91	143	234	119	123	242	145	106	251
Total External Site Trips with 10% Transit Reduction												
220	Multifamily Housing (Low-Rise)	58 du	338	5	20	25	13	14	27	19	11	30
221	Multifamily Housing (Mid-Rise)	361 du	1,670	27	79	106	51	64	115	76	49	125
712	Small Office Building	3,032 sf	33	5	3	8	4	4	8	2	5	7
820	General Retail	8,564 sf	909	44	27	71	40	29	69	34	32	66
Development Total			2,950	81	129	210	108	111	219	131	97	228
Total External Pass-by Site Trips ⁴												
220	Multifamily Housing (Low-Rise)	58 du		0	0	0	0	0	0	0	0	0
221	Multifamily Housing (Mid-Rise)	361 du		0	0	0	0	0	0	0	0	0
712	Small Office Building	3,032 sf		0	0	0	0	0	0	0	0	0
820	General Retail	8,564 sf		0	0	0	0	0	0	11	11	22
Development Total				0	0	0	0	0	0	11	11	22
Total External Non-Pass-by Site Trips												
220	Multifamily Housing (Low-Rise)	58 du		5	20	25	13	14	27	19	11	30
221	Multifamily Housing (Mid-Rise)	361 du		27	79	106	51	64	115	76	49	125
712	Small Office Building	3,032 sf		5	3	8	4	4	8	2	5	7
820	General Retail	8,564 sf		44	27	71	40	29	69	23	21	44
Development Total				81	129	210	108	111	219	120	86	206

Notes:

1. Land Use Code and trip generation rates are determined based on *ITE Trip Generation, 10th Edition*.
2. Total site trips are determined based on the suggested method in the NCDOT Rate vs Equation Spreadsheet.
3. Internal capture was based on NCHRP 684 method and NCDOT IC calculation spreadsheet (1,000 ft maximum between uses).
4. Unconstrained pass-by trips are calculated based on *ITE Trip Generation Handbook, 3rd Edition*. The final projections are not expected to exceed 10% of adjacent street volumes.
5. Noon peak hour trips assumed to be an average of the AM and PM peak hour trips.

As a result, the proposed development is projected to generate 2,950 daily weekday site trips, with 210 trips (81 entering, 129 exiting) occurring in the AM peak hour, 219 trips (108 entering, 111 exiting) occurring in the Noon peak hour, and 228 trips (131 entering, 97 exiting) occurring in the PM peak hour. The generated site trips were distributed in accordance with the existing turning movement counts and land uses.

Build (2024) Conditions

The volumes associated with the No-Build (2024) scenario were utilized and the generated site trips were distributed through the network based on existing turning movement counts and current land uses to calculate the volumes for the Build (2024) scenario.

Level of Service Summary

As shown on the Summary LOS table on page vii, the signalized intersection of Franklin Street (SR 1010) and Estes Drive (SR 1750) is expected to continue to operate at LOS E during the PM peak hour. All other signalized intersections are expected to operate acceptably. Stop-controlled southbound Future Access #2 will operate at LOS F during the AM and PM peak hours and LOS E during the Noon peak hour. All other stop-controlled approaches will operate acceptably.

Roadway Improvement Recommendations

The proposed development is expected to impact operations at multiple study intersections under Build (2024) conditions. To improve operations at these locations, the following offsite improvements should be considered and were analyzed within the Build (2024) with Improvements scenario. The proposed intersection configurations are shown in Figure ES-3.

Martin Luther King Jr. Boulevard (NC 86) and Estes Drive (SR 1750) (signalized)

The existing signalized intersection is projected to operate at LOS D during the AM and PM peak hours under Build (2024) conditions. For this development, the following improvements are recommended:

- › Extend the storage of the existing westbound right-turn lane to at least 500 feet of full storage with appropriate taper.
- › Incorporate bicycle and pedestrian facility accommodations along the site's Estes Drive (SR 1750) frontage.
- › Incorporate pedestrian facility improvements along the site's Martin Luther King Jr. Boulevard (NC 86) frontage and incorporate a bus stop and related amenities for transit riders.

Franklin Street (SR 1010) and Estes Drive (SR 1750) (signalized)

The existing signalized intersection is projected to operate at LOS E during the PM peak hour under Build (2024) conditions. To improve overall operations at the intersection, and help mitigate the site's impacts, the following roadway improvement is recommended with this development:

- › Construct an exclusive southbound right-turn lane with a minimum of 350 feet of storage with appropriate taper.

In addition to offsite improvements, the following driveway configurations should be considered.

Martin Luther King Jr. Boulevard (NC 86) at Future Access #1

The stop-controlled driveway is projected to operate at LOS B during the AM and Noon peak hours and LOS C during the PM peak hour under Build (2024) conditions. The following driveway configuration is recommended:

- › Provide one ingress lane and one egress lane along the driveway. Restrict access along the driveway to right-in/right-out only.
- › Construct an exclusive northbound right-turn lane along Martin Luther King Jr. Boulevard (NC 86) with at least 100 feet of full storage and appropriate taper.
- › Provide a high-visibility painted crosswalk across the driveway.

Estes Drive (SR 1750) at Future Access #2

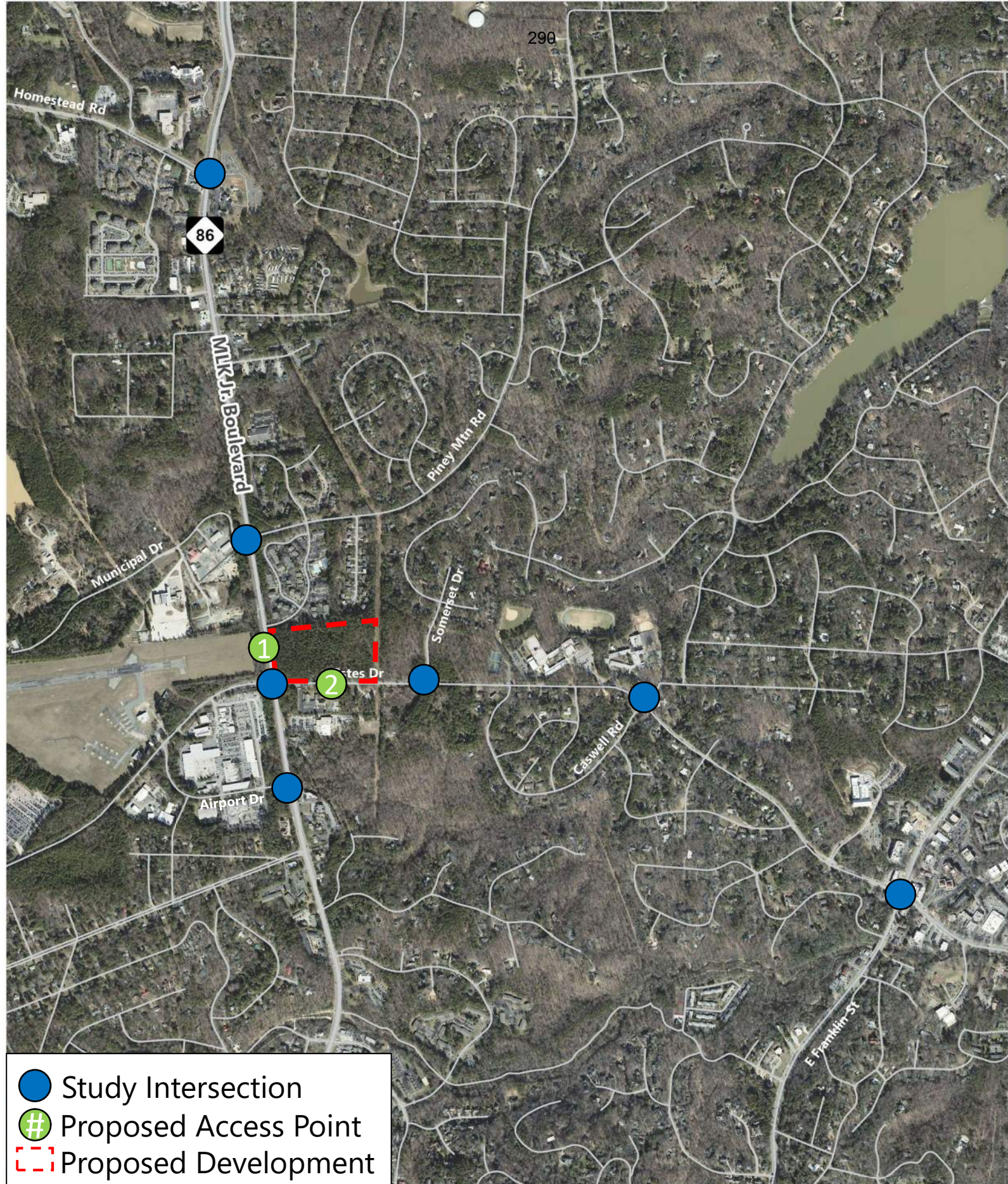
The stop-controlled driveway is projected to operate at LOS F during the AM and PM peak hours under Build (2024) conditions. The projected site generated trips are not expected to meet signal warrants after the buildout of the development, and signalization would not be recommended given the proximity of the existing traffic signal at Martin Luther King Jr. Boulevard (NC 86). The crash history along Estes Drive (SR 1750) does not show a pattern of a high rate of frontal impact crashes within the vicinity of the proposed driveway; therefore, there are no concerns with providing a full movement driveway along Estes Drive (SR 1750). The following lane configurations are recommended with the driveway for Future Access #2:

- › Provide one ingress lane and two egress lanes at the full movement driveway. Provide a minimum of 100 feet of storage for an exclusive southbound left-turn lane along the driveway.
- › Construct an exclusive eastbound left-turn lane with a minimum of 100 feet of full storage with appropriate taper.
- › Construct an exclusive right-turn lane along westbound Estes Drive (SR 1750) with a minimum of 100 feet of full storage and appropriate taper.
- › Provide a high-visibility painted crosswalk across the driveway.

Table ES-2 Summary Level of Service Table

Intersection and Approach	Traffic Control	Existing (2020)			No-Build (2024)			Build (2024)			Build (2024) with Improvements		
		AM	Noon	PM	AM	Noon	PM	AM	Noon	PM	AM	Noon	PM
Martin Luther King Jr. Boulevard (NC 86) and Airport Road	Unsignalized	-	-	-	-	-	-	-	-	-	-	-	-
Eastbound		C-18.0	B-12.8	C-16.4	C-18.9	B-13.3	C-17.6	C-19.2	B-13.4	C-17.8	C-19.2	B-13.4	C-17.8
Martin Luther King Jr. Boulevard (NC 86) and Estes Drive (SR 1750/SR 1780)	Signalized	D (38.4)	C (32.6)	D (54.2)	D (35.4)	C (30.1)	D (48.8)	D (36.2)	C (31.8)	D (52.3)	D (36.2)	C (31.7)	D (52.3)
Eastbound		E-56.6	D-53.2	E-63.4	E-57.8	D-43.8	E-64.3	E-58.4	D-44.1	E-66.5	E-58.4	D-44.1	E-66.5
Westbound		D-37.0	D-43.5	F-82.3	D-47.3	D-48.7	E-68.3	D-48.8	D-48.5	E-69.9	D-48.8	D-48.5	E-69.9
Northbound		D-42.4	C-25.1	D-52.5	C-31.1	C-22.8	D-48.4	C-33.4	C-24.9	D-50.3	C-33.4	C-24.7	D-50.3
Southbound		C-29.5	C-21.1	C-28.1	C-23.6	B-16.8	C-25.6	C-23.5	C-20.1	C-33.5	C-23.5	B-20.0	C-33.5
Martin Luther King Jr. Boulevard (NC 86) and Piney Mountain Road/Municipal Drive	Signalized	A (8.4)	A (5.4)	B (10.3)	A (8.6)	A (5.1)	B (10.6)	A (8.6)	A (5.1)	B (10.8)	A (8.6)	A (5.1)	B (10.8)
Eastbound		E-61.0	E-59.4	E-71.8	E-61.0	E-59.4	E-72.0	E-61.0	E-59.4	E-72.0	E-61.0	E-59.4	E-72.0
Westbound		E-65.3	E-57.6	E-70.9	E-65.5	E-57.7	E-71.3	E-65.4	E-58.0	E-71.3	E-65.4	E-58.0	E-71.3
Northbound		A-3.9	A-2.5	A-4.2	A-4.6	A-2.2	A-5.2	A-4.3	A-2.4	A-5.5	A-4.3	A-2.4	A-5.5
Southbound		A-3.0	A-1.3	A-8.9	A-3.0	A-1.5	A-8.3	A-3.3	A-1.2	A-8.6	A-3.3	A-1.2	A-8.6
Martin Luther King Jr. Boulevard (NC 86) and Homestead Road (SR 1777)/Church Driveway	Signalized	C (22.6)	C (21.3)	C (20.2)	C (23.2)	C (21.1)	C (20.6)	C (23.2)	C (21.8)	C (20.7)	C (23.2)	C (21.8)	C (20.7)
Eastbound		D-53.1	D-46.3	D-54.8	D-53.1	D-46.5	D-54.7	D-53.1	D-46.6	D-54.6	D-53.1	D-46.6	D-54.6
Westbound		D-51.3	D-45.5	E-58.6	D-51.3	D-45.5	E-58.6	D-51.3	D-45.5	E-58.6	D-51.3	D-45.5	E-58.6
Northbound		B-10.4	B-18.4	B-12.8	B-11.0	B-18.0	B-13.3	B-10.9	B-19.6	B-13.3	B-10.9	B-19.6	B-13.3
Southbound		B-19.9	B-12.6	B-18.6	C-21.0	B-13.0	B-19.3	C-21.4	B-13.3	B-19.6	C-21.4	B-13.3	B-19.6
Estes Drive and Somerset Drive	Unsignalized	-	-	-	-	-	-	-	-	-	-	-	-
Southbound		C-18.2	C-15.4	D-25.8	C-19.7	C-16.9	D-32.2	C-21.1	C-18.2	E-36.1	C-21.1	C-18.2	E-36.1
Estes Drive and Casewell Drive	Signalized	B (13.9)	A (9.7)	B (18.6)	B (14.3)	A (9.8)	B (19.6)	B (14.7)	A (9.9)	C (21.1)	B (14.7)	A (9.9)	C (21.1)
Eastbound		A-6.7	A-3.3	A-6.6	A-7.1	A-3.6	A-7.3	A-7.8	A-3.8	A-8.0	A-7.8	A-3.8	A-8.0
Westbound		B-12.9	A-8.4	B-19.7	B-13.7	A-8.8	C-21.7	B-14.3	A-9.3	C-24.6	B-14.3	A-9.3	C-24.6
Northbound		C-34.5	D-37.0	C-34.2	C-34.3	D-36.9	C-34.8	C-34.4	D-37.3	C-35.0	C-34.4	D-37.3	C-35.0
Southbound		D-48.8	D-46.4	D-54.0	D-48.9	D-46.6	E-56.8	D-48.9	D-46.7	E-57.3	D-48.9	D-46.7	E-57.3
Franklin Street (SR 1010) and Estes Drive (SR 1750)	Signalized	D (48.5)	D (47.9)	E (58.0)	D (49.8)	D (49.1)	E (64.0)	D (52.9)	D (50.2)	E (69.3)	D (43.1)	D (46.4)	E (59.6)
Eastbound		E-66.0	E-55.9	E-67.0	E-66.1	D-54.6	E-69.2	E-70.1	D-53.4	E-72.7	D-47.8	D-53.4	E-70.0
Westbound		D-49.5	D-49.6	E-62.5	D-47.1	D-47.7	E-68.6	D-42.0	D-46.9	F-81.7	D-45.7	D-46.9	E-66.0
Northbound		D-37.3	D-44.2	D-54.2	D-39.2	D-48.0	E-63.0	D-42.7	D-51.1	E-61.8	D-46.1	D-51.1	E-68.4
Southbound		D-39.7	D-43.5	D-52.7	D-43.0	D-46.7	E-58.2	D-48.4	D-49.7	E-65.1	D-36.1	D-36.4	D-40.0
Martin Luther King Jr. Boulevard (NC 86) and Future Access #1	Unsignalized	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Westbound		---	---	---	---	---	---	B-13.3	B-12.5	C-23.2	B-13.2	B-12.4	C-22.8
Estes Drive (SR 1750) and Future Access #2	Unsignalized	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Southbound		---	---	---	---	---	---	F-60.5	E-36.0	F-166.5	E-45.6	D-29.4	F-97.3

X (XX.X) = Overall intersection LOS (average delay), X-XX = Approach LOS and average delay.



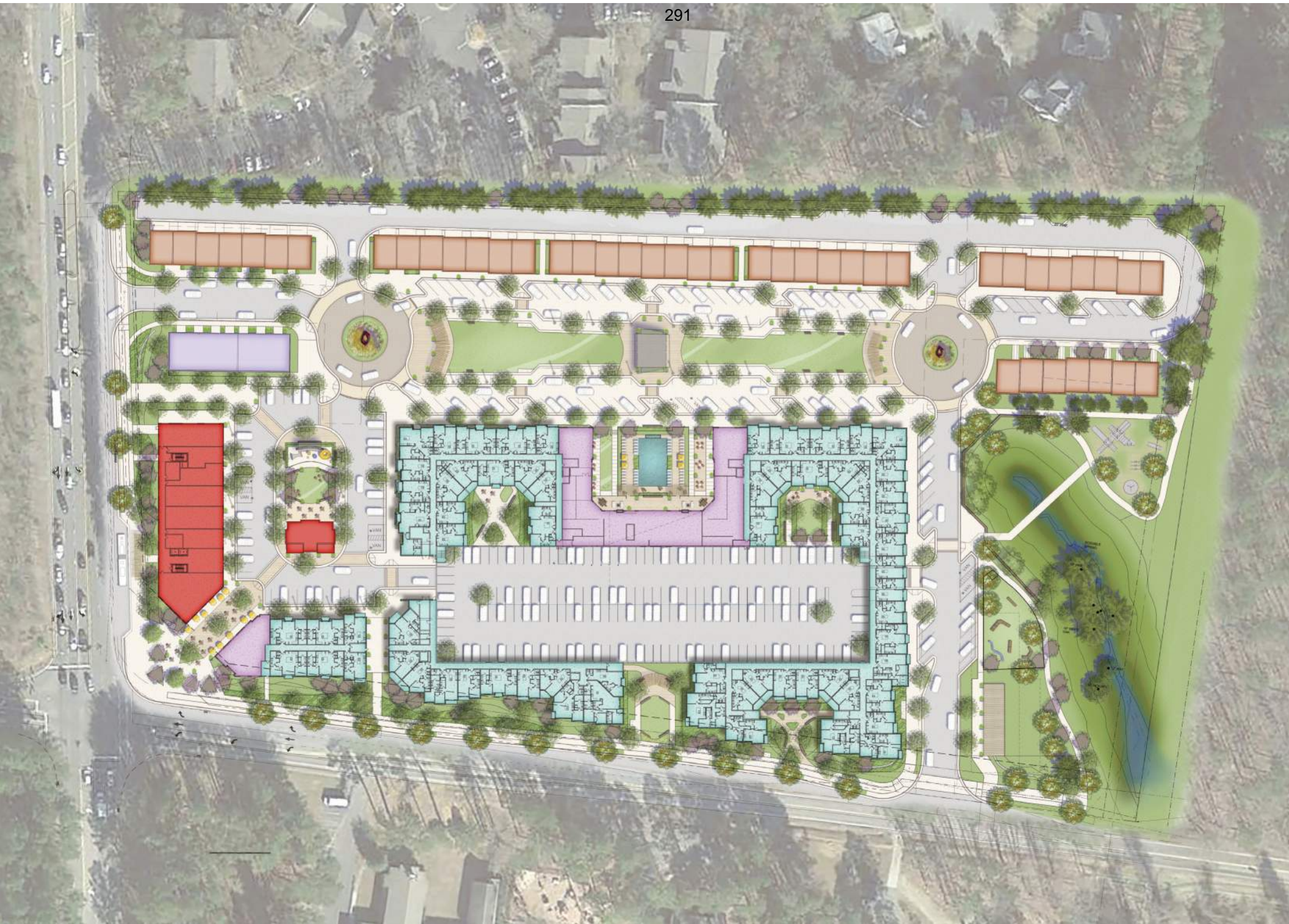
- Study Intersection
- # Proposed Access Point
- ▭ Proposed Development



Project Area | MLK Boulevard TIA

Figure ES-1
Vicinity Map





LEGEND	
	Existing Roadway
	Future Roadway
	Existing Stop Controlled Approach
	Proposed Stop Controlled Approach
	Existing Signalized Intersection
	Proposed Roundabout Approach
	Existing Lane Geometric
	Background Lane Geometric Improvement
	Proposed Lane Geometric

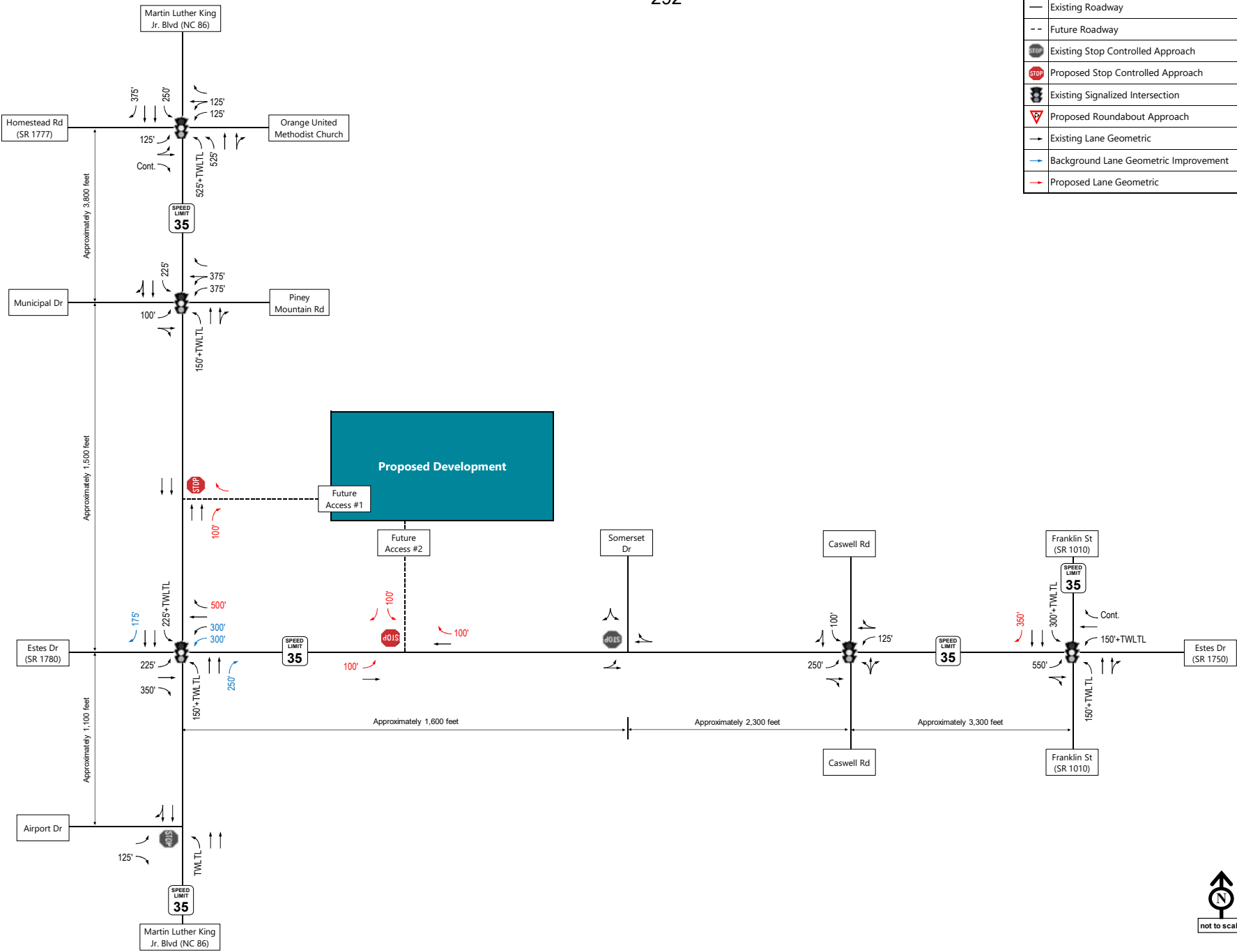


Figure ES-3
Build (2024) with Improvements Lane Geometrics and Traffic Control

Aura Chapel Hill Development
Chapel Hill, NC

AURA

850 N ESTES DRIVE & 1000 MARTIN LUTHER KING JR BLVD
CHAPEL HILL, NORTH CAROLINA, 27514

CONDITIONAL ZONING PERMIT

PROJECT NUMBER: TRG-20000

DATE: SEPTEMBER 24, 2020

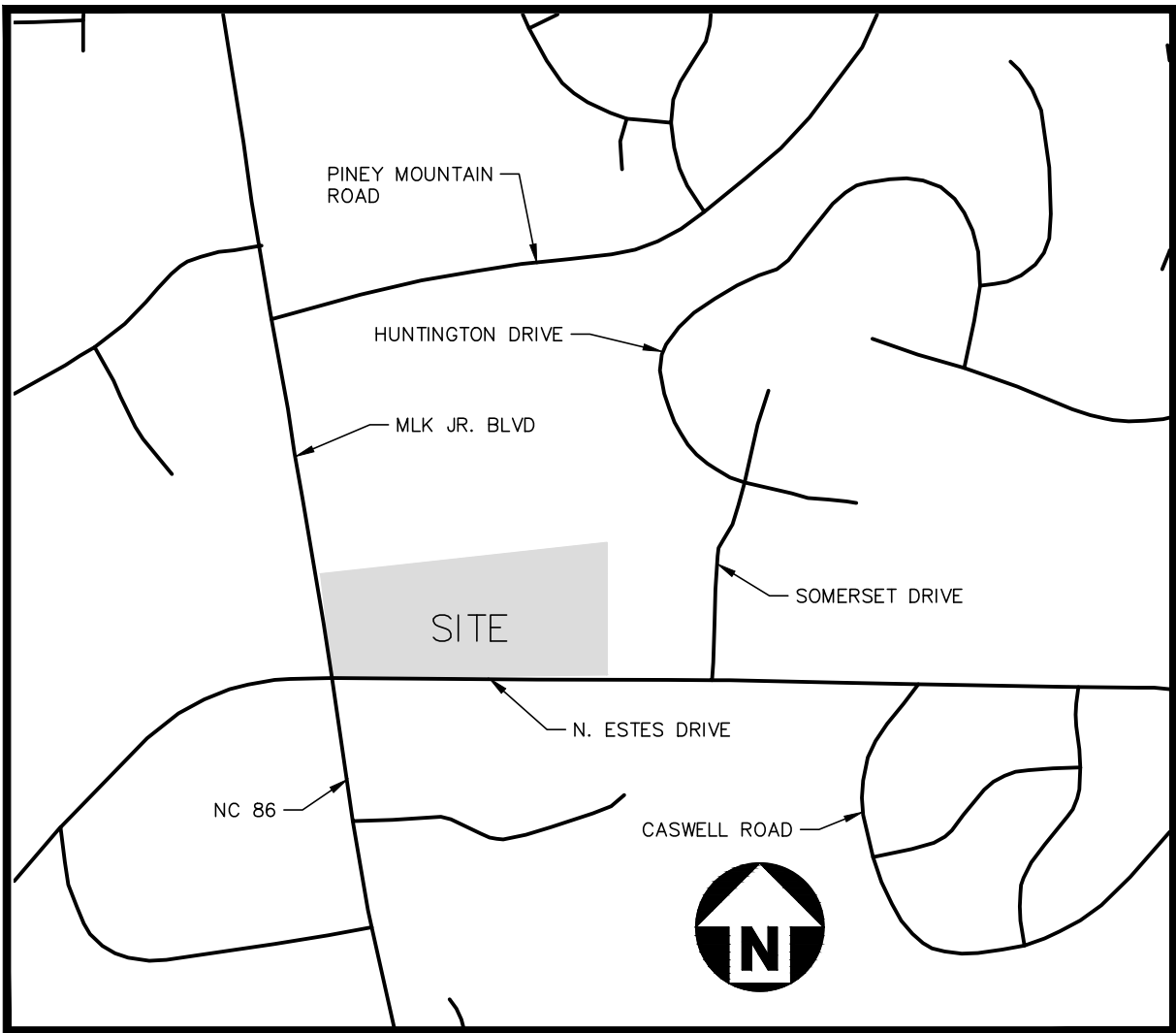
REVISED: NOVEMBER 12, 2020

REVISED: DECEMBER 18, 2020

REVISED: JANUARY 29, 2021

SITE DATA

PIN	9789359617	
SITE AREA	640,973 SF / 14.71 AC	
GROSS LAND AREA	640,973 SF + 10%(640,973SF) = 705,070.3 SF / 16.19 AC	
ZONING	EXISTING	R-1
	PROPOSED	OH-3
RIVER BASIN	CAPE FEAR	
WATERSHED	JORDAN LAKE	
WATERSHED PROTECTION	UNPROTECTED	
EXISTING USE	N/A	
PROPOSED USE	MIXED USE - COMMERCIAL, RESIDENTIAL	
IMPERVIOUS	EXISTING	0.03 AC (0.2%)
	MAX ALLOWED	11.33 AC (70.0%)
	PROPOSED	10.70 AC (66.1%)
UNITS	SINGLE FAMILY	44 UNITS
	MULTIFAMILY	1BR: 221 UNITS
		2BR: 125 UNITS
		3BR: 15 UNITS
	AFFORDABLE CONDOS	1BR: 6 UNITS
		2BR: 8 UNITS
		TOTAL: 419 UNITS
VEHICULAR PARKING	REQUIRED	PER SECTION 5.9.7 OF THE UDO, OH-3 HAS NO MIN OR MAX PARKING REQUIREMENTS
	PROPOSED	356 DECK SPACES 190 ON-SITE SPACES 88 TOWNHOUSE SPACES TOTAL: 634 SPACES
ELECTRIC VEHICLE PARKING	PROPOSED	20 SPACES
ACCESSIBLE PARKING	REQUIRED	12 SPACES (2 VAN)
	PROPOSED	16 SPACES (9 VAN)
BIKE PARKING	REQUIRED	RETAIL: 7,521SF = 4 SPACES (MIN BY CODE)
		OFFICE: 2,316 SF = 4 SPACES (MIN BY CODE)
		CONV. REST.: 6,020SF = 16 SPACES
		(20% LONG TERM, 80% SHORT TERM)
		379 UNITS = 95 SPACES
		(90% LONG TERM, 10% SHORT TERM)
		TOTAL = 24 SPACES (5 LONG, 20 SHORT)
		95 SPACES (86 LONG, 10 SHORT)
		119 SPACES (91 LONG, 30 SHORT)
	PROPOSED	120 SPACES (92 LONG, 36 SHORT)
MAXIMUM BUILDING HEIGHT	REQUIRED	60'
	PROPOSED	N/A
RECREATION SPACE	REQUIRED	0.15*705,070.3 SF/2 = 10,576 SF
	PROPOSED	61,062 SF
SETBACKS	REQUIRED	STREET = 0 FT MIN
		= N/A MAX
		INTERIOR = 0 FT
		SOLAR = 0 FT
	PROPOSED	STREET = 0 FT MIN
		= N/A MAX
		INTERIOR = 0 FT
		SOLAR = 0 FT
DISTURBED AREA	15.00 AC	



VICINITY MAP
N.T.S.

SHEET INDEX

C0.00	PROJECT NOTES
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C2.00	OVERALL SITE PLAN
C2.01	SITE PLAN - AREA A
C2.02	SITE PLAN - AREA B
C2.10	SOLID WASTE PLAN
C2.11	FIRE/WASTE VEHICLE TRACKING - AREA A
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C3.00	OVERALL GRADING PLAN
C3.01	GRADING PLAN - AREA A
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C4.03	UTILITY PLAN - AREA C
C7.00	CONSTRUCTION AND TRANSPORTATION MANAGEMENT PLAN
C8.00	SITE DETAILS
C9.00A	STORMWATER CONTROL MEASURE 'A' PLAN VIEW
C9.01A	STORMWATER CONTROL MEASURE 'A' DETAILS
C9.00B	STORMWATER CONTROL MEASURE 'B' PLAN VIEW
C9.01B	STORMWATER CONTROL MEASURE 'B' DETAILS

ARCHITECTURAL

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L1.02	PLANTING PLAN ZONE 2
L1.03	PLANTING PLAN ZONE 3
L1.04	HARDSCAPE PLAN ZONE 1
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L1.06	HARDSCAPE PLAN ZONE 3
L2.00	TREE PROTECTION PLAN
A5.00	BUILDING ELEVATIONS - SHEET 1
A5.01	BUILDING ELEVATIONS - SHEET 2
A5.02	BUILDING ELEVATIONS - SHEET 3



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PROJECT DIRECTORY

ARCHITECT
CI DESIGN INC.
414 FAYETTEVILLE STREET
RALEIGH, NORTH CAROLINA 27601
PHONE: 410.384.4244



REVISIONS

NO.	DATE	REVISION DESCRIPTION
1	11. 13. 2020	REVISED PER 1ST ZCP COMMENTS
2	12. 18. 2020	REVISED PER 2ND ZCP COMMENTS
3	01. 29. 2021	REVISED PER 3RD ZCP COMMENTS

CONDITIONAL ZONING PERMIT PLANS FOR:

AURA
CHAPEL HILL, NORTH CAROLINA, 27514
PROJECT NUMBER: TRG-20000

ORANGE COUNTY SOLID WASTE STANDARD
PLAN NOTES (CONSTRUCTION WASTE):

1. ALL EXISTING STRUCTURES 500 SQUARE FEET AND LARGER SHALL BE ASSESSED PRIOR TO THE ISSUANCE OF A DEMOLITION PERMIT TO ENSURE COMPLIANCE WITH THE COUNTY'S REGULATED RECYCLABLE MATERIALS ORDINANCE (RRMO) AND TO ASSESS THE POTENTIAL FOR DECONSTRUCTION AND/OR THE REUSE OF SALVAGEABLE MATERIALS. CONTACT THE ORANGE COUNTY SW ENFORCEMENT OFFICER AT 919-968-2788 TO ARRANGE FOR THE ASSESSMENT.
2. PURSUANT TO THE COUNTY'S RRMO, CLEAN WOOD WASTE, SCRAP METAL, AND CORRUGATED CARDBOARD PRESENT IN CONSTRUCTION OR DEMOLITION WASTE MUST BE RECYCLED.
3. PURSUANT TO THE COUNTY'S RRMO, ALL HAULERS OF MIXED CONSTRUCTION AND DEMOLITION WASTE WHICH INCLUDES ANY REGULATED RECYCLABLE MATERIALS SHALL BE LICENSED BY ORANGE COUNTY.
4. PRIOR TO ANY DEMOLITION OR CONSTRUCTION ACTIVITY ON THE SITE, THE APPLICANT SHALL HOLD A PRE-DEMOLITION/PRE-CONSTRUCTION CONFERENCE WITH SOLID WASTE STAFF. THIS MAY BE THE SAME PRE-CONSTRUCTION MEETING HELD WITH OTHER DEVELOPMENT/ENFORCEMENT OFFICIALS.
5. THE PRESENCE OF ANY ASBESTOS CONTAINING MATERIALS ('ACM') AND/OR OTHER HAZARDOUS MATERIALS SHALL BE HANDLED IN ACCORDANCE WITH ANY AND ALL LOCAL, STATE, AND FEDERAL REGULATIONS AND GUIDELINES.

LANDSCAPE PROTECTION NOTES:

1. PLAN SHOWS RARE AND SPECIMEN TREES IN ACCORDANCE WITH THE ORDINANCE THAT WAS IN EFFECT AT THE TIME OF APPROVAL.
2. LANDSCAPING ON EAST SIDE OF SITE ALONG THE ALTERNATIVE BUFFER SHALL BE COORDINATED TO PRESERVE EXISTING TREES AS MUCH AS POSSIBLE. PROPOSED PLANTINGS IN BUFFER MAY ENCRoACH BEYOND 'TREE PROTECTION' FENCE. CONFLICTS BETWEEN PROPOSED PLANTINGS AND EXISTING TREES SHALL BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT FOR REMEDIATION.
3. ALL IRRIGATION SYSTEMS SHALL BE EQUIPPED WITH AUTOMATIC CONTROLLERS THAT ACTIVATE THE SYSTEM ACCORDING TO A DESIRED FREQUENCY AND DURATION, AND SHALL ALSO BE EQUIPPED WITH RAIN OR SOIL MOISTURE SENSORS THAT WILL PREVENT IRRIGATION DURING PERIODS OF RAINFALL OR WHEN THERE IS SUFFICIENT MOISTURE IN THE GROUND FOR PLANT HEALTH AND SURVIVAL IN ACCORDANCE WITH THE LOCAL GOVERNMENT WATER CONSERVATION ORDINANCES.

PAVEMENT MARKING/SIGNAGE NOTES:

1. ALL SIGNAGE SHALL BE COORDINATED WITH THE TOWN OF CHAPEL HILL.
2. ALL SIGNAGE SHALL MEET MUTCD STANDARDS AND SPECIFICATIONS.
3. ALL SIGNAGE SHALL MEET NCDOT PEDESTRIAN SAFETY SPECIFICATIONS.
4. ALL CONSTRUCTION SHALL CONFORM TO THE LATEST NORTH CAROLINA DEPARTMENT OF TRANSPORTATION (NCDOT) AND/OR TOWN OF CHAPEL HILL STANDARDS AND SPECIFICATIONS.
5. ALL SIGNS SHALL BE PRISMATIC AND ADHERE TO THE MINIMAL RETROREFLECTIVITY STANDARDS FOUND IN THE LATEST VERSION OF THE MUTCD.
6. ALL PAVEMENT MARKINGS ON PUBLIC STREETS SHALL BE THERMOPLASTIC AND ARE TO BE PLACED PER NCDOT STANDARDS (REFERENCE 2012 NCDOT DETAILS (1205.01-1205.12)
7. SIGN DESIGNS FOR STREET NAME SIGNS SHALL BE APPROVED BY TRANSPORTATION/ENGINEERING DEPARTMENT STAFF TO ENSURE COMPLIANCE WITH MUTCD SPECIFICATIONS. DESIGNS MUST BE APPROVED BY TOWN STAFF PRIOR TO ACCEPTANCE OF STREETS OR ISSUANCE OF 1ST CO.
8. ALL STREET NAME SIGNS SHALL CONFORM TO THE LATEST EDITION OF THE MUTCD INCLUDING MIXED CASE LETTERING, PROPOPER LETTER HEIGHTS, AND RETROREFLECTIVITY.

GENERAL NOTES:

1. CONTRACTOR TO NOTIFY SURROUNDING PROPERTIES 7 DAYS PRIOR TO STARTING CONSTRUCTION.
2. CONTRACTOR TO PROVIDE NOTICE TO THE TOWN OF CHAPEL HILL REGARDING SPECIFIC DATES FOR ANY NECESSARY ROAD CLOSURES AND LANE REDUCTIONS.
3. GENERAL CONTRACTOR TO COORDINATE WITH SPECIFIC PROPERTIES AFFECTED BY THE PROPOSED ROAD CLOSURES IF REQUIRED TO ENSURE CONTINUOUS ACCESS TO THE AFFECTED PROPERTIES.
4. SETBACKS ARE PROPOSED UNDER THE PLANNED DEVELOPMENT HOUSING PROVISION OF THE LUMO AND ARE NOTED ON THIS SHEET.
5. ALL PARKING SHOWN SPACE MARKINGS SHALL BE PER THE TOWN OF CHAPEL HILL CODE FOR PARKING LOTS.
6. MINIMUM CORNER CLEARANCES FROM THE CURBLINE OF INTERSECTING STREETS SHALL BE AT LEAST 20' FROM THE POINT OF TANGENCY. NO DRIVEWAYS OR PARKING SPACES SHALL ENCRoACH ON THIS MINIMUM CORNER CLEARANCE.
7. WITHIN THE SIGHT DISTANCE TRIANGLES SHOWN, NO OBSTRUCTION BETWEEN 2' AND 8' IN HEIGHT ABOVE THE CURB LINE ELEVATION SHALL BE LOCATED IN WHOLE OR IN PART. OBSTRUCTIONS INCLUDE BUT ARE NOT LIMITED TO ANY BERM, FOLIAGE, FENCE, WALL, SIGN, OR PARKED VEHICLE.
8. ALL CONSTRUCTION SHALL CONFORM TO THE LATEST TOWN OF CHAPEL HILL, NCDOT AND OWASA STANDARDS AND SPECIFICATIONS.
9. ALL DIMENSIONS SHOWN ON SITE PLAN ARE TO FACE OF CURB UNLESS OTHERWISE NOTED.
10. OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) STANDARDS FOR EXCAVATIONS; FINAL RULE 29CFR PART 1926, SUBPART 'P' APPLIES TO EXCAVATIONS EXCEEDING FIVE (5) FEET IN DEPTH. EXCAVATION EXCEEDING TWENTY (20) FEET IN DEPTH REQUIRES THE DESIGN OF A TRENCH SAFETY SYSTEM BY A REGISTERED PROFESSIONAL ENGINEER, PROVIDED BY CONTRACTOR RESPONSIBLE FOR EXCAVATION.
11. EQUIPMENT AND PRODUCTS OTHER THAN THOSE SPECIFIED MAY BE USED PROVIDED APPROVAL HAS BEEN OBTAINED FROM THE OWNER IN WRITING PRIOR TO ORDERING OR INSTALLATION. THE CONTRACTOR SHALL WAIVE ANY CLAIM FOR ADDITIONAL COST RELATED TO THE SUBSTITUTION OF ALTERNATE EQUIPMENT.
12. CONTRACTOR SHALL MAINTAIN AN "AS-BUILT" SET OF DRAWINGS TO RECORD THE EXACT LOCATION OF ALL PIPING PRIOR TO CONCEALMENT. DRAWINGS SHALL BE GIVEN TO THE OWNER UPON COMPLETION OF THE PROJECT WITH A COPY OF THE TRANSMITTAL LETTER TO THE ENGINEER.
13. CONTRACTOR IS RESPONSIBLE FOR COORDINATING CONSTRUCTION ACTIVITIES WITH THE APPROPRIATE UTILITY COMPANIES FOR ANY REQUIRED RELOCATION (I.E. POWER POLES, TELEPHONE PEDESTALS, WATER METERS, ETC.).
14. PRIOR TO STARTING CONSTRUCTION, THE GENERAL CONTRACTOR SHALL SCHEDULE AND HOLD A PRE-CONSTRUCTION CONFERENCE WITH THE TOWN OF CHAPEL HILL ENGINEERING DEPARTMENT, ORANGE COUNTY SOIL AND EROSION DEPARTMENT, ENGINEER, AND OWNER/REPRESENTATIVE.
15. ALL DIMENSIONS AND GRADES SHOWN ON THE PLANS SHALL BE FIELD VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. CONTRACTOR SHALL NOTIFY THE ENGINEER IF ANY DISCREPANCIES EXIST PRIOR TO PROCEEDING WITH CONSTRUCTION FOR NECESSARY PLAN OR GRADE CHANGES. NO EXTRA COMPENSATION SHALL BE PAID TO CONTRACTOR FOR ANY WORK DONE DUE TO DIMENSIONS OR GRADES SHOWN INCORRECTLY ON THESE PLANS IF SUCH NOTIFICATION HAS NOT BEEN GIVEN.
16. ALL STREET NAME SIGNS SHALL CONFORM TO THE LATEST EDITION OF THE MUTCD INCLUDING MIXED CASE LETTERING, PROPER LETTER HEIGHTS, AND RETROREFLECTIVITY.
17. ALL ASPHALT EDGES SHALL BE SAW CUT TO PROVIDE A GOOD LONGITUDINAL JOINT. MILL 1.5 FEET AT 1.5 INCHES DEEP MINIMUM TO PROVIDE A LONGITUDINAL LAP JOINT FOR FINAL SURFACE LAYER. NO MILLING SHALL BE LEFT FOR A PERIOD OF TIME GREATER THAN 48 HOURS BEFORE A STREET IS TO BE REPAVED/RESURFACED.
18. SEPARATE BUILDING PERMITS ARE REQUIRED FOR RETAINING WALLS, DUMPTER ENCLOSURES, MONUMENTS, SIGNS, OR OTHER ACCESSORY STRUCTURES OR ELEMENTS.
19. EXISTING UTILITIES AND STRUCTURES SHOWN, BOTH UNDERGROUND AND ABOVE GROUND, ARE BASED ON A FIELD SURVEY AND THE BEST AVAILABLE RECORD DRAWINGS. THE CONTRACTOR SHALL VERIFY FIELD CONDITIONS PRIOR TO BEGINNING RELATED CONSTRUCTION. ANY DISCREPANCIES SHALL BE REPORTED TO THE OWNER'S REPRESENTATIVE IMMEDIATELY.
20. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION AND/OR RELOCATION OF ALL EXISTING UTILITIES IN COORDINATION WITH THE APPROPRIATE UTILITY, AGENCY, OR COMPANY.
21. EXISTING CONTOURS ARE BASED ON SURVEY COMPLETED BY TIMMONS. EXISTING UTILITIES SHOWN ARE BASED ON SURVEY AND THE BEST AVAILABLE RECORDS. THE CONTRACTOR, HOWEVER, SHALL VERIFY CONDITIONS PRIOR TO BEGINNING CONSTRUCTION. ANY DISCREPANCIES BETWEEN ACTUAL FIELD CONDITIONS AND THE PLANS SHALL BE REPORTED TO THE ENGINEER IMMEDIATELY. FOR NECESSARY PLAN OR GRADE CHANGES, NO EXTRA COMPENSATION SHALL BE PAID TO CONTRACTOR FOR ANY WORK DONE DUE TO DIMENSIONS OR GRADES SHOWN INCORRECTLY ON THESE PLANS IF SUCH NOTIFICATION HAS NOT BEEN GIVEN.
22. EXISTING IMPROVEMENTS DAMAGED DURING CONSTRUCTION SHALL BE REPLACED/RESTORED TO THEIR ORIGINAL CONDITION OR TO THE SATISFACTION OF THE OWNER BY THE CONTRACTOR RESPONSIBLE FOR THE DAMAGE.
23. A SINGLE ELECTRICAL SERVICE SHALL BE PROVIDED TO SERVE EACH STRUCTURE WITH THE EXCEPTION OF THE FIRE PUMP.
24. MECHANICAL EQUIPMENT MUST BE PLACED AT OR ABOVE THE BASE FLOOD ELEVATION PLUS 2 FEET.
25. A ZONE FOR FIRE DEPARTMENT LADDERS AND FIREFIGHTING OPERATIONS MUST BE PROVIDED, REQUIRING ALL LINES TO BE BURIED SURROUNDING STRUCTURES.
26. BACK WASH WATER FROM THE POOL SHALL DISCHARGE INTO THE SANITARY SEWER SYSTEM, NOT STORM SEWER, AND SHALL NOT EXCEED 50 GALLONS PER MINUTE.
27. CONTRACTOR TO CONTACT THE CHAPEL HILL STORMWATER MANAGEMENT DIVISION AT 919-969-7246 TO SCHEDULE SITE INSPECTION AT LEAST TEN (10) DAYS IN ADVANCE OF REQUESTING THE CERTIFICATE OF OCCUPANCY.
28. IMPROVEMENTS, STRUCTURES, FIXTURES, SIGNS, TABLES, CHAIRS, PLANTERS, OR ANY OTHER OBJECT SHALL NOT BE PLACED IN SIDEWALK AREAS FOR ANY PERIOD OF TIME.
29. FLOOR DRAINS FROM THE ROOFED PARKING AREA AND HVAC CONDENSATE SHALL NOT BE CONNECTED TO THE STORM SEWER SYSTEM.
30. ANY ROOF DRAINS OR OTHER PLUMBING INTENDED TO DISCHARGE TO THE STORM SEWER SYSTEM NOT SHOWN ON THE APPROVED PLANS ARE NOT APPROVED. ANY DISCHARGE DIRECTED TO THE STORM SEWER SYSTEM THAT IS NOT APPROVED WILL NEED TO APPROVAL FROM THE TOWN OF CHAPEL HILL STORMWATER MANAGEMENT DIVISION.
31. THE NORTH CAROLINA DEPARTMENT OF INSURANCE SHALL REVIEW AND APPROVE ANY PROJECTS LISTED IN TABLE 104.1 OF THE NORTH CAROLINA ADMINISTRATION AND POLICIES CODE BEFORE THE TOWN OF CHAPEL HILL WILL BEGIN ITS BUILDING PERMIT REVIEW.
32. A SINGLE ELECTRICAL SERVICE SHALL BE PROVIDED TO SERVE THE STRUCTURE WITH THE EXCEPTION OF THE FIRE PUMP, IN ACCORDANCE WITH ARTICLE 230.2(A) OF THE 2017 NORTH CAROLINA ELECTRICAL CODE.
33. CURB AND GUTTER AND ATLEAST THE FIRST LIFT OF ASPHALT FOR THE ROADS MUST BE PLACED PRIOR TO THE START OF CONSTRUCTION.
34. PRIOR TO THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY, THE APPLICANT SHALL PROVIDE THE MINIMUM REQUIRED HANDICAPPED PARKING SPACES AND DESIGN ALL HANDICAPPED PARKING SPACES, RAMPS, CROSSWALKS, AND ASSOCIATED INFRASTRUCTURE ARCHITECT, ACCORDING TO THE AMERICANS WITH DISABILITIES ACT STANDARDS, NORTH CAROLINA BUILDING CODE, AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI) CODE, AND TOWN STANDARD.
- A. THE NUMBER OF PARKING SPACES SHALL COMPLY WITH NCBC 2018 SECTION 1106.1, 1 PER 6 COMPLAINT SPACES OR PORTION THEREOF MUST BE VAN ACCESSIBLE. NO SLOPE SHALL EXCEED 2% IN ANY DIRECTION. SIGNAGE SHALL BE PLACED IN ACCORDANCE WITH NCBC 2018 REQUIREMENTS, MUTCD AND ACC A 117.1.
- B. CURB CUTS AND ACCESSIBLE ROUTES PER ICC A117.1 2009 EDITION, CROSS SLOPE LIMITED TO 2%. CALL TOWN OF CHAPEL HILL BUILDING INSPECTIONS OFFICE FOR INSPECTION PRIOR TO PLACEMENT OF CONCRETE.
- C. SLOPES GREATER THAN 5% REQUIRES CONSTRUCTION AS A RAMP.
35. FINAL LOCATION OF GAS LINE INSTALLED BY DOMINION ENERGY TO BE VERIFIED IN FIELD PRIOR TO THE INSTALLATION OF ANY FURNISHINGS REQUIRING GAS CONNECTIONS, INCLUDING BUT NOT LIMITED TO FIRE PITS, FIRE TABLES AND OUTDOOR GRILLING STATIONS. CONTRACTOR SHALL COORDINATE WITH DOMINION ENERGY, LANDSCAPE ARCHITECT, ARCHITECT AND OWNER FOR CONNECTIONS TO GAS LINE. CONNECTIONS TO BE PROVIDED BY A LICENSED GAS FITTER/TECHNICIAN AND SHALL CONFIRM TO ALL LOCAL AND STATE REGULATIONS.

GRADING & STORM DRAINAGE NOTES:

1. CONTRACTOR SHALL NOTIFY NC 811 (1-800-632-4949) AT LEAST 3 FULL BUSINESS DAYS PRIOR TO BEGINNING CONSTRUCTION OR EXCAVATION TO HAVE EXISTING UTILITIES LOCATED. CONTRACTOR TO CONTACT ANY LOCAL UTILITIES THAT PROVIDE THEIR OWN LOCATOR SERVICES INDEPENDENT OF NC 811. REPORT ANY DISCREPANCIES TO THE ENGINEER IMMEDIATELY.
2. PRIOR TO STARTING CONSTRUCTION, THE CONTRACTOR SHALL HOLD A PRE-CONSTRUCTION CONFERENCE WITH THE ORANGE COUNTY SOIL AND EROSION CONTROL OFFICER, TOWN OF CHAPEL HILL STORM WATER MANAGEMENT DIVISION, AND OWNER'S REP/ENGINEER.
3. CONTRACTOR TO CONTACT MICHAEL WRIGHT WITH THE TOWN OF CHAPEL HILL AT 919-969-5084 TO POST EROSION CONTROL BOND PRIOR TO ANY LAND DISTURBANCE.
4. GRADING AND CONTOURS ARE BASED ON NORTH AMERICAN VERTICAL DATUM 88 (NAVDD88).
5. SOIL UNDER BUILDINGS AND PAVED AREAS SHALL BE APPROVED, PLACED AND COMPACTED AS RECOMMENDED BY THE GEOTECHNICAL ENGINEER AND SHOULD MEET OR EXCEED TOWN OF CHAPEL HILL STANDARDS.
6. GRADING IN AREAS DESIGNATED AS "ACCESSIBLE" SHALL COMPLY WITH ALL FEDERAL AND LOCAL ACCESSIBILITY RULES AND GUIDELINES. EVEN THOUGH PLANS MAY NOT SHOW ALL SPOT ELEVATIONS IN THESE REGIONS, IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO ASSURE THAT THE AREAS ARE GRADED TO AMERICAN DISABILITY ACT (ADA) COMPLIANT SPECIFICATIONS.
7. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO IDENTIFY AREAS WHERE SPILL CURB IS NECESSARY TO CONVEY RUNOFF TO THE NEAREST CATCH BASIN OR DRAIN INLET. THE OWNER AND/OR ENGINEER SHALL NOT BE HELD RESPONSIBLE FOR CURBING INSTALLED PRIOR TO PAVING THAT DOES NOT DRAIN PROPERLY.
8. ALL PROPOSED INLETS, CATCH BASINS, AND DROP INLETS SHALL BE PROTECTED BY EROSION CONTROL MEASURES AS SHOWN AND SPECIFIED ON THE EROSION CONTROL PLAN
9. THE CURB INLETS AND YARD INLETS SHALL BE CONSTRUCTED IN THE LOCATIONS SHOWN UNLESS OTHERWISE DIRECTED BY THE ENGINEER. THE CONTRACTOR IS RESPONSIBLE FOR REPORTING ANY DISCREPANCIES IN THE CATCH BASIN ELEVATIONS OR THE PROPOSED PIPE SLOPES TO THE ENGINEER. THE CONTRACTOR IS ALSO RESPONSIBLE TO REPORT ANY CONFLICTS BETWEEN ANY UTILITY, STORM DRAIN LINE, WATER LINE, SEWER LINE OR ANY OTHER PROPOSED OR EXISTING STRUCTURE TO THE ENGINEER.
10. THE CONTRACTOR SHALL PROVIDE POSITIVE DRAINAGE AWAY FROM ALL BUILDING FOUNDATIONS. THE CONTRACTOR SHALL FIELD VERIFY GRADES SURROUNDING ALL BUILDINGS PRIOR TO GRADING ACTIVITIES AND REPORT ANY DISCREPANCIES TO THE ENGINEER IMMEDIATELY.
11. PIPE SPECIFIED AS RCP MAY BE SUBSTITUTED IF APPROVED BY THE TOWN OF CHAPEL HILL WITH APPROVED MATERIALS PER THE TOWN OF CHAPEL HILL STANDARDS AND SPECIFICATIONS OUTSIDE OF PUBLIC RIGHT-OF-WAY AND EASEMENTS. ALL BEDDING FOR ALTERNATE MATERIALS SHALL CONFORM TO NCDOT, AASHTO AND ASTM SPECIFICATIONS.
12. THE MINIMUM PIPE SIZE WITHIN A PUBLIC RIGHT-OF-WAY IS 15".
13. FOR ALL PIPE OUTLETS 60" AND GREATER (SINGLE) AND 36" (MULTI COATED) HEADWALLS/ENDWALLS SHALL BE USED AND A 4' HIGH BLACK POLY COATED CHAIN LINK FENCE PLACED OVER THE WALL.
14. FOR NPDES PERMIT COMPLIANCE, ALL SLOPES 3:1 AND STEEPER MUST BE STABILIZED WITHIN 7 DAYS, ALL OTHER AREAS MUST BE STABILIZED WITHIN 14 DAYS.
15. ALL STORM PIPE SPECIFIED AS REINFORCED CONCRETE (RCP) SHALL BE MINIMUM CLASS III PIPE.
16. ALL STORM PIPE SHALL BE LAID AT LEAST 18" HORIZONTALLY OR 18" VERTICALLY FROM ANY WATER MAIN AND 24" VERTICALLY FROM ANY SEWER MAIN. REFER TO NCAC 02T RULES FOR EXEMPTIONS.
17. GEOTEXTILE FABRIC OR APPROVED EQUIVALENT ARE REQUIRED AT ALL DISSIPATOR PADS.

FIRE DEPARTMENT NOTES:

1. SITE SHALL COMPLY WITH THE LATEST NATIONAL BUILDING AND FIRE CODES.
2. FUNCTIONAL FIRE PROTECTION SHALL BE PROVIDED PRIOR TO THE ARRIVAL OF COMBUSTIBLE MATERIALS ON THE SITE.
3. FIRE ACCESS ROUTE SHALL HAVE A MINIMUM RADIUS OF 28' (FACE OF CURB) TO ALLOW FIRE APPARATUS ACCESS THROUGH SITE (IFC 503.2.4).
4. ANY GATES ACROSS FIRE APPARATUS ACCESS ROADS SHALL BE A MINIMUM WIDTH OF 20', BE OF SWINGING OR SLIDING TYPE AND HAVE AN EMERGENCY MEANS OF OPERATION. ALL GATES IN FIRE TRUCK APPARATUS ACCESS ROUTES SHALL BE OPERABLE BY EITHER FORCIBLE ENTRY OR KEVED AND MUST BE CAPABLE OF BEING OPERATED MY ONE PERSON. ALL GATES IN FIRE TRUCK APPARATUS ACCESS ROUTES SHALL BE INSTALLED AND MAINTAINED ACCORDING TO UL175 AND ASTM F2200.
5. ALL PORTIONS OF THE FIRST FLOOR OF THE BUILDING MUST BE WITHIN 150' OF THE FIRE ACCESS ROUTE (IFC 503.1.1)
6. BUILDING ADDRESSES SHALL BE PLACED ON BOTH SIDES OF THE BUILDING ON A CLEARLY VISIBLE PLACARD FOR LOCATION PURPOSES.
7. ALL FIRE TRUCK ACCESSIBLE ROUTES SHALL BE RATED FOR 80,000 LB AND HAVE A MINIMUM CLEAR WIDTH OF 26' (IFC 503.2.1).
8. FIRE RISER ROOM SHALL BE EQUIPPED WITH AN EXTERNAL LOCK BOX.
9. RISER ROOM SHALL HAVE ADEQUATE DRAINAGE FOR EMERGENCY RP2 DISCHARGE.
10. PRIVATE FIRE SERVICE MAINS AND APPURTENANCES SHALL BE INSTALLED IN ACCORDANCE WITH NFPA 24, NC FPC 507.2.1.
11. ALL CONSTRUCTION AND DEMOLITION CONDUCTED SHALL BE IN COMPLIANCE WITH THE CURRENT EDITION OF CHAPTER 14 OF THE NC FPC.
12. OPEN BURNING OF TREES, LIMBS, STUMPS, AND CONSTRUCTION DEBRIS ASSOCIATED WITH THIS DEVELOPMENT IS PROHIBITED.
13. DURING CONSTRUCTION, VEHICLE ACCESS FOR FIRE FIGHTING SHALL BE PROVIDED. TEMPORARY STREET SIGNS SHALL BE INSTALLED AT EACH STREET INTERSECTION WHEN CONSTRUCTION ALLOWS PASSAGE OF VEHICLES. SIGNS SHALL BE OF AN APPROVED SIZE, WEATHER RESISTANCE AND MAINTAINED UNTIL REPLACED BY PERMANENT SIGNS.
14. THE OWNER/DEVELOPER SHALL DESIGNATE ONE PERSON TO BE THE FIRE PREVENTION PROGRAM SUPERINTENDENT WHO SHALL BE RESPONSIBLE FOR ENFORCING CHAPTER 14 OF THE NCFCP AND THE ON-SITE FIRE PREVENTION PROGRAM AND ENSURE THAT IT IS CARRIED OUT THROUGH COMPLETION OF THE PROJECT.

RETAINING WALL NOTES

1. THE RETAINING WALL ALIGNMENT SHOWN ON THESE PLANS DEPICTS THE LOCATION OF THE FRONT FACE OF THE RETAINING WALL AT THE TOP OF THE WALL. THE CONTRACTOR IS RESPONSIBLE FOR ENSURING RETAINING WALLS ARE NOT LOCATED IN ANY STREAM BUFFERS, AND THEIR CONSTRUCTION DOES NOT ENCRoACH INTO ANY ADJACENT PROPERTIES DUE TO ANY BATTER INCORPORATED IN THE DESIGN OF THE WALLS.
2. RETAINING WALLS ARE TO BE DESIGN-BUILD PROJECTS BY THE CONTRACTOR. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN FINAL CONSTRUCTION DRAWINGS FROM A REGISTERED ENGINEER AND GAIN ALL REQUIRED PERMITS NECESSARY FOR THE CONSTRUCTION OF THE RETAINING WALLS.
3. RETAINING WALLS SHALL BE ASSUMED TO BE BACKFILLED WITH OFF-SITE BORROW MATERIAL OR PROCESSED FILL, UNLESS THE CONTRACTOR CAN PROVIDE TO THE OWNER WITH CONFIRMATION FROM THE GEOTECHNICAL ENGINEER AND THE RETAINING WALL DESIGNER, THAT READILY AVAILABLE ON-SITE SOILS CAN BE USED.
4. THE TOP AND BOTTOM OF WALL ELEVATIONS SHOWN ON THESE PLANS IDENTIFY FINISHED GRADE ELEVATIONS ONLY. THE EXTENT THAT THE RETAINING WALL WILL BE EXTENDED BELOW GRADE TO THE FOOTING OR ABOVE GRADE TO THE TOP OF THE CAP BLOCK COURSE SHALL BE IDENTIFIED ON THE RETAINING WALL CONSTRUCTION DRAWINGS.
5. ALL RETAINING WALLS OVER 30" HIGH SHALL HAVE A SAFETY FENCE (DESIGN BY OTHERS).
6. ANY PART OF ANY RETAINING WALL THAT EXTENDS INTO THE RIGHT-OF-WAY WILL REQUIRE AN ENCROACHMENT AGREEMENT. ENCROACHMENT AGREEMENTS FOR RETAINING WALLS SHALL BE APPROVED PRIOR TO CONSTRUCTION DRAWING APPROVAL.
7. ANY TIEBACK SYSTEMS FOR THE RETAINING WALLS SHALL NOT BE ALLOWED WITHIN PUBLIC RIGHT-OF-WAY.
8. STORMWATER RUN-OFF SHALL BE DIRECTED AWAY FROM RETAINING WALLS. ANY RUN-OFF FLOWING TO AND OVER A RETAINING WALL SHALL BE KEPT TO AN ABSOLUTE MINIMUM AND BROUGHT TO THE ATTENTION OF THE WALL DESIGNER PRIOR TO THEIR DESIGN.

ORANGE WATER AND SEWER AUTHORITY UTILITY
NOTES:

1. STANDARDS AND SPECIFICATIONS - ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH OWASA STANDARDS AND SPECIFICATIONS LATEST REVISED EDITION.
2. PRECONSTRUCTION CONFERENCE - A PRECONSTRUCTION CONFERENCE WITH THE OWASA CONSTRUCTION INSPECTOR IS REQUIRED BEFORE BEGINNING ANY UTILITY CONSTRUCTION.
3. PROJECT ACCEPTANCE - IN ADDITION TO A FINAL INSPECTION APPROVED BY THE OWASA CONSTRUCTION INSPECTOR, THE FOLLOWING DOCUMENTS MUST BE RECEIVED AND APPROVED BY OWASA BEFORE ACCEPTANCE OF THE PROJECT AND THE SETTING OF METERS:
 - ENGINEER'S CERTIFICATION OF PUBLIC SEWER - ORIGINAL CALCULATED
 - ENGINEER'S CERTIFICATION OF PUBLIC WATER - ORIGINAL DOCUMENT
 - ASSET LETTER - ORIGINAL DOCUMENT
 - LETTER OF DEDICATION - ORIGINAL DOCUMENT
 - AS BUILT DRAWINGS (INCLUDING 1"=100' SCALE SITE PLAN) AS BUILTS
 - OF SEWER CONSTRUCTION SUBJECT TO REVIEW AND APPROVAL BY NCDENR DIVISION OF WATER QUALITY.
 - MANHOLE DATA SHEETS
 - RECORDED PLAT
 - ORIGINAL RECORDED WATER AND SEWER DEEDS OF EASEMENT - PREPARED USING OWASA'S STANDARD FORM.
4. SEWER STATEMENT - SEWER LINES UNDER CONSTRUCTION SHALL BE PLUGGED WITH A MECHANICAL PLUG AT THE FIRST MANHOLE UPSTREAM FROM THE POINT OF CONNECTION. PLUG SHALL BE PLACED IN THE OUTLET CONNECTION AND SECURED WITH STEEL CABLE. PLUG SHALL REMAIN IN PLACE UNTIL ACCEPTANCE OF LINES BY OWASA. WATER, STONE, DIRT, OR ANY OTHER DEBRIS SHALL NOT BE ALLOWED TO ENTER THE OWASA SANITARY SEWER SYSTEM DURING FLUSHING OPERATIONS OR AT ANY OTHER TIME. CONSTRUCTION TAKING PLACE IN THE VICINITY OF ANY EXISTING OWASA SEWER LINES OR MANHOLES SHALL NOT CAUSE ANY INFLOW OF SURFACE WATER OR DEBRIS TO ENTER THE REMAIN ACCESSIBLE AT ALL TIMES. THE OWNER AND/OR CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGES INCURRED TO THE OWASA SANITARY SEWER SYSTEM AND FINES IMPOSED BY THE STATE OF NORTH CAROLINA DIVISION OF WATER QUALITY DUE TO SEWER SPILLS OR OVERFLOWS.
5. SEWER SERVICES - SEWER SERVICES LOCATED WITHIN PUBLIC RIGHT-OF-WAY OR OWASA SEWER EASEMENTS MUST BE CONSTRUCTED OF DUCTILE IRON PIPE FROM THE TAP UP TO AND INCLUDING THE FIRST CLEAN-OUT. EXCEPT FOR DEAD END MANHOLES, ALL 4" INCH SEWER SERVICES MUST BE TAPPED INTO THE SEWER MAIN. ALL 6" SERVICES MUST BE CONNECTED TO A MANHOLE. CLEANOUTS SHALL BE SPACED NO MORE THAN 75 FEET APART. CLEANOUTS LOCATED IN PAVEMENT AREAS SHALL BE HEAVY DUTY TRAFFIC RATED CONSTRUCTION.
6. BLOCKING AND RODDING - RETAINER GLANDS TO BE USED ON ALL MECHANICAL JOINTS IN ADDITION TO RODDING AND BLOCKING.
7. EXISTING VALVES - CONTRACTOR RESPONSIBLE FOR VERIFYING THAT EXISTING VALVE AT THE POINT OF CONNECTION TO THE OWASA SYSTEM IS ADEQUATE FOR PERFORMING AND PASSING HYDROSTATIC PRESSURE AND LEAKAGE TEST. CONTRACTOR, AT HIS EXPENSE, MAY OPTIONALLY REPLACE VALVE OR INSTALL A NEW VALVE FOR THE PURPOSE OF PERFORMING A PRESSURE TEST FOR NEW MAIN INSTALLATION. IF CONTRACTOR ELECTIONS TO PRESSURE TEST AGAINST EXISTING VALVE, CONTRACTOR ACCEPTS RESPONSIBILITY FOR ENSURING PASSING PRESSURE TEST IN ACCORDANCE WITH OWASA REQUIREMENTS. IN ANY CASE, NO CLAIM WHATSOEVER SHALL BE MADE AGAINST OWASA FOR FAILURE OF PRESSURE TEST. EXISTING WATER VALVES SHALL BE OPERATED BY OWASA PERSONNEL ONLY. VALVES THAT SEPARATE PURITY APPROVED WATER AND UNAPPROVED WATER ARE TO REMAIN CLOSED AT ALL TIMES. VALVES MAY BE TEMPORARILY OPENED FOR LOADING AND FLUSHING BY THE OWASA INSPECTOR ONLY.
8. DECHLORINATION REQUIREMENTS - THE CONTRACTOR SHALL BE RESPONSIBLE FOR NEUTRALIZATION OF CHLORINATED WATER AT THE POINT OF DISCHARGE FROM THE MAIN BEING TESTED. THIS SHALL OCCUR FOLLOWING CHLORINATED TO DISINFECT A MAIN OR ANY OTHER TIME WHEN ELEVATED LEVELS OF CHLORINE COULD POTENTIALLY BE DISCHARGED INTO THE ENVIRONMENT BY THE CONTRACTOR. AT THE TIME THE DISINFECTION AND PURITY TESTING PROCEDURES ARE DISCUSSED WITH THE OWASA CONSTRUCTION INSPECTOR, THE PROCEDURE FOR DECHLORINATION WILL BE COVERED. ABSOLUTELY NO FLUSHING, DISINFECTION, OR PURITY SAMPLING IS TO TAKE PLACE WITHOUT PRIOR APPROVAL OF A SAMPLING PLAN BY THE OWASA INSPECTOR.
9. DEWATERING OF THE POOL SHALL NOT DISCHARGE INTO STORM SYSTEM UNLESS DE-CHLORINATED PRIOR TO DEWATERING.
10. PLEASE BE ADVISED THAT OWASA APPROVAL OF THIS PROJECT IS FOR COMPLIANCE WITH OWASA POLICIES, STANDARDS, AND SPECIFICATIONS ONLY. ALL OTHER MATTERS PERTAINING TO THIS PROJECT ARE THE RESPONSIBILITY OF THE DESIGN ENGINEER. OWASA APPROVAL DOES NOT PRECLUDE THE DEVELOPER, PROJECT ENGINEER, CONTRACTOR, OR OTHER AGENTS OR PARTIES ACTING ON THEIR BEHALF FROM FULL COMPLIANCE WITH OWASA CURRENT STANDARDS, SPECIFICATIONS, AND PROCEDURES OR FROM COMPLYING WITH ANY AND ALL STATUTES, RULES, REGULATIONS, AND ORDINANCES WHICH MAY BE IMPOSED BY OTHER GOVERNMENT AGENCIES (LOCAL, STATE, AND FEDERAL) WHICH MAY HAVE JURISDICTION. VIOLATIONS WILL RESULT IN THE OWASA PROJECT APPROVAL BEING RESCINDED.
11. CONTACT NC 811 (811 OR 1-800-632-4949) AND OWASA (919-968-4421) AT LEAST 3 FULL BUSINESS DAYS PRIOR TO ANY EXCAVATION OR CONSTRUCTION TO HAVE EXISTING UTILITIES LOCATED.
12. DISCHARGE FROM THIS PROJECT MUST BE IN COMPLIANCE WITH THE OWASA SEWER USE ORDINANCE. A GREASE INTERCEPTOR SHALL BE PROVIDED WHEN IN THE OPINION OF OWASA IT IS NECESSARY FOR THE PROPER HANDLING OF WASTEWATER CONTAINING EXCESSIVE AMOUNTS OF GREASE. ALL INTERCEPTION UNITS MUST BE OF THE TYPE AND CAPACITY WHICH IS CERTIFIED BY THE PROJECT ENGINEER AS MEETING THE REQUIREMENTS OF OWASA.
13. BACKFLOW PREVENTION WILL BE REQUIRED IN ACCORDANCE WITH OWASA CROSS-CONNECTION CONTROL ORDINANCE AND MANUAL.
14. DOMESTIC SERVICE TO INCLUDE REDUCED PRESSURE BACKFLOW PREVENTION ASSEMBLY.
15. FIRE SERVICE TO INCLUDE RPDA BACKFLOW DEVICE.
16. FIRE PROTECTION SYSTEMS - PRESSURE TESTING, CHLORINATION, AND PURITY TESTING SHALL BE COMPLETED BEFORE THE INSTALLATION OF THE RPDA UNIT.
17. REMOTE READ-OUT DEVICES - RPDA AND RP2 DEVICES LOCATED INSIDE BUILDINGS MUST BE EQUIPPED WITH AN AMR METER TO BE PURCHASED FROM OWASA AND INSTALLED BY THE CONTRACTOR. CONTACT THE OWASA CONSTRUCTION INSPECTOR FOR DETAILS OF THIS INSTALLATION.
18. FOR FIRE SERVICE BACKFLOW DEVICES, USE A DOUBLE CHECK DETECTOR, REDUCED PRESSURE ZONE ASSEMBLY MEETING THE STANDARDS OF THE OWASA CROSS CONNECTION CONTROL ORDINANCE AND MANUAL. INSTALL THE DEVICE IN AN INTERNAL RISER ROOM WITH EXTERNAL ACCESS. CLEARANCES SHALL COMPLY WITH THE OWASA CROSS CONNECTION CONTROL ORDINANCES AND MANUAL. ACCESS TO RISER ROOM FROM OUTSIDE SHALL INCLUDE PROVISIONS FOR THE FIRE DEPARTMENT SUCH AS A KNOX BOX.
19. ALL BUILDINGS WITH FIRE SUPPRESSION LINES MUST HAVE BACKFLOW DEVICES LOCATED INSIDE THE BUILDING IN AN ABOVE GROUND LOCATION ADJACENT TO THE OUTSIDE WALL WHERE THE WATERLINE ENTERS THE BUILDING.
20. FOR IRRIGATION SERVICE BACKFLOW DEVICE, USE A REDUCED PRESSURE ZONE ASSEMBLY MEETING THE STANDARDS OF THE OWASA CROSS CONNECTION CONTROL ORDINANCE AND MANUAL. INSTALL THE IRRIGATION DEVICE INSIDE AN ABOVE GROUND HOT BOX.
21. UNDERGROUND VAULTS FOR METERS SHALL BE DRAINED BY PVC SCHEDULE 40 DRAINS TO DAYLIGHT INTO SLOPES. CONNECTION TO STORM STRUCTURES IS ONLY ALLOWED WITH THE CONSENT OF OWASA. DRAIN SIZES SHALL BE 2" DIAMETER FOR METERS OR DEVICES LESS THAN 2" AND SHALL BE 4" DIAMETER FOR DEVICES OVER 2".
22. CONNECTION OF SANITARY SEWER SERVICE TO AN EXISTING MANHOLE SHALL COMPLY WITH OWASA STANDARDS, INCLUDING: CORE DRILL FOR OPENING INTO MANHOLE AND INSTALL WITH FLEXIBLE BOOT. IF PAVEMENT CUT IS REQUIRED, CONTRACTOR SHALL PATCH PAVEMENT IN ACCORDANCE WITH TOWN OF CHAPEL HILL STANDARDS AND PROPER GEOTECHNICAL INFORMATION FOR SOIL LOADING.
23. IF HYDRAULIC ELEVATORS ARE USED THE SUMP MUST BE PLUMBED TO SANITARY SEWER LINES.
24. FIRE HYDRANTS MUST BE FULLY FUNCTIONAL AND PHYSICALLY APPROVED BY OWASA BEFORE COMBUSTIBLE MATERIALS CAN BE BROUGHT ON TO THE SITE.



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AURA
CONDITIONAL ZONING PERMIT
NORTH ESTES DRIVE
CHAPEL HILL, NORTH CAROLINA, 27516



REVISIONS

NO.	DATE	REVISION DESCRIPTION
1	11. 13. 2020	REVISED PER 1ST CZP COMMENTS
2	12. 18. 2020	REVISED PER 2ND CZP COMMENTS
3	01. 29. 2021	REVISED PER 3RD CZP COMMENTS

PLAN INFORMATION

PROJECT NO. TRG-20000
FILENAME TRG20000-N1
CHECKED BY ZNB
DRAWN BY CJJ
SCALE N/A
DATE 09. 24. 2020

SHEET

PROJECT NOTES

C0.00



Know what's below.
Call before you dig.

CONTRACTOR SHALL NOTIFY "NC811" (811) OR (1-800-632-4949) AT LEAST 3 FULL BUSINESS DAYS PRIOR TO BEGINNING CONSTRUCTION OR EXCAVATION TO HAVE EXISTING UTILITIES LOCATED. CONTRACTOR SHALL CONTACT ANY LOCAL UTILITIES THAT PROVIDE THEIR OWN LOCATOR SERVICES INDEPENDENT OF "NC811". REPORT ANY DISCREPANCIES TO THE ENGINEER IMMEDIATELY.

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GENERAL NOTES

- PIN'S AND PROPERTY INFORMATION FROM CHAPEL HILL/ORANGE COUNTY GIS.
- BOUNDARY FROM SURVEY BY THE JOHN R. MCADAMS COMPANY COMPLETED 07/08/2020.

LEGEND

- 1,000' REQUIRED NOTIFICATION BOUNDARY
- PROJECT AREA
- ZONING DISTRICT LINE



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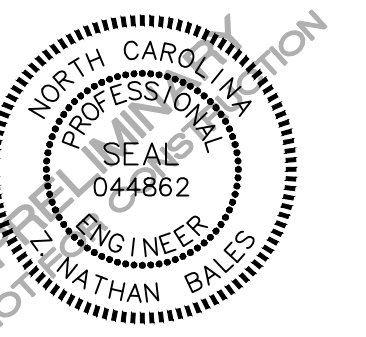
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2	12. 18. 2020	REVISED PER 2ND CZP COMMENTS
3	01. 29. 2021	REVISED PER 3RD CZP COMMENTS

PLAN INFORMATION

PROJECT NO.	TRG-20000
FILENAME	TRG20000-AM1
CHECKED BY	ZNB
DRAWN BY	CJJ
SCALE	1"=200'
DATE	09. 24. 2020

SHEET

AREA MAP

C0.01

PRELIMINARY DRAWING - NOT RELEASED FOR CONSTRUCTION



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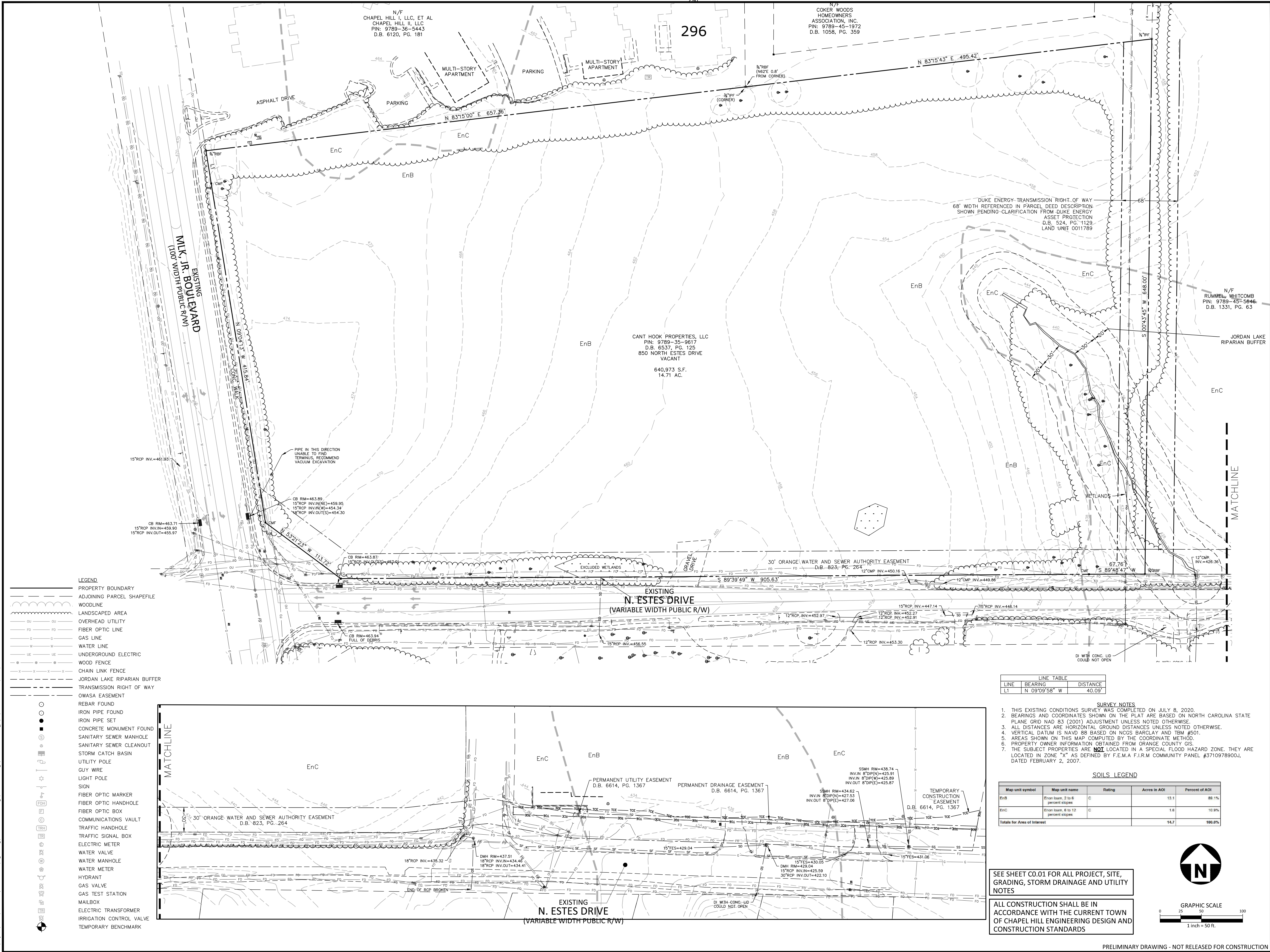
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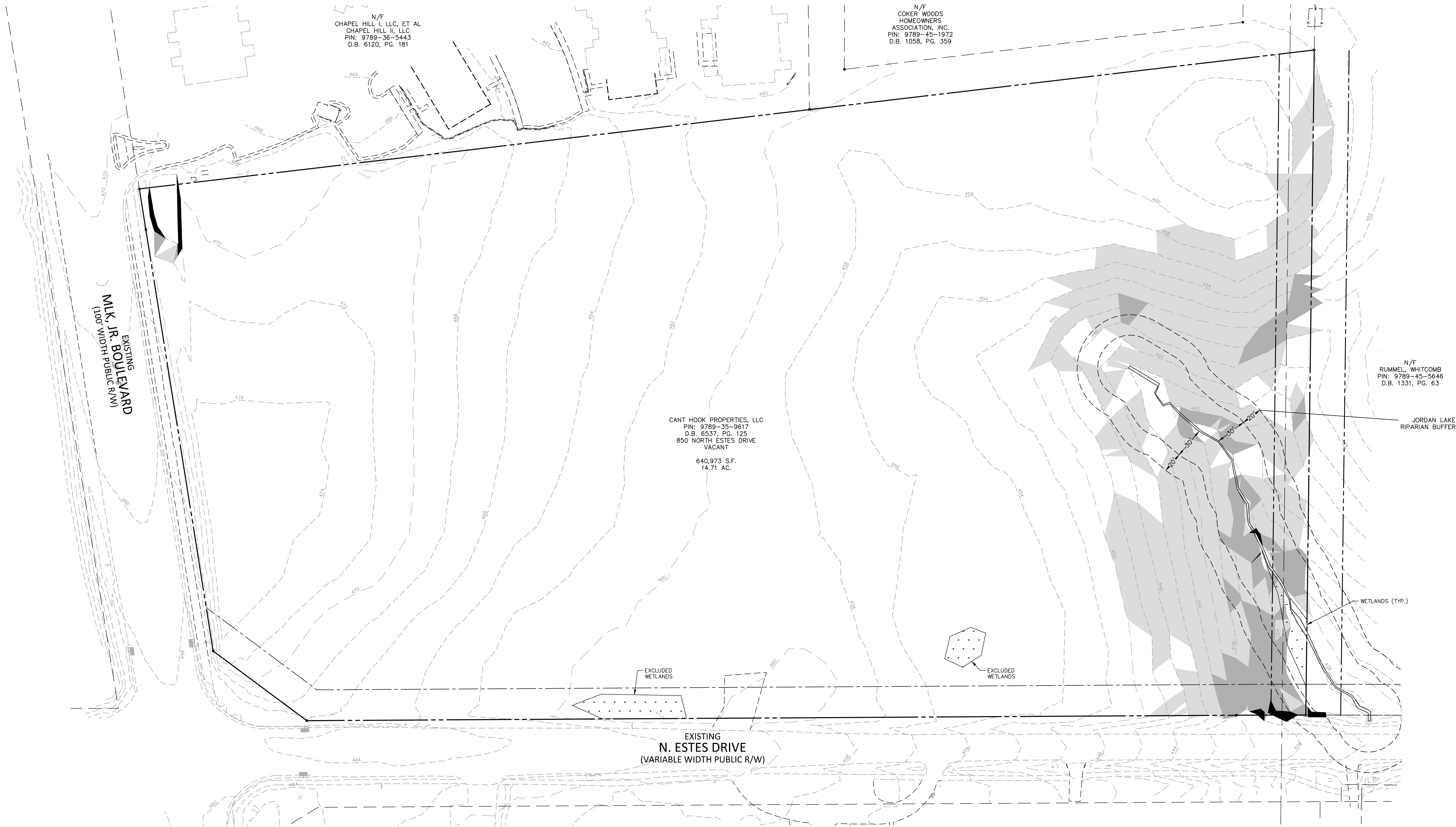
NORTH ESTES DRIVE

CHAPEL HILL, NORTH CAROLINA, 27516



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PRELIMINARY DRAWING - NOT RELEASED FOR CONSTRUCTION

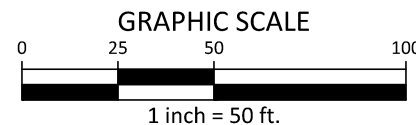
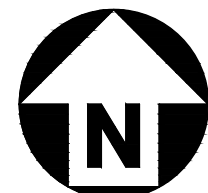


STEEP SLOPE LEGEND

- SLOPES 0% - 10% (12.37AC)
- SLOPES 10% - 15% (1.74AC)
- SLOPES 15% - 25% (0.42AC)
- SLOPES >25% (0.18AC)

SEE SHEET C0.01 FOR ALL PROJECT, SITE, GRADING, STORM DRAINAGE AND UTILITY NOTES

ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CURRENT TOWN OF CHAPEL HILL ENGINEERING DESIGN AND CONSTRUCTION STANDARDS



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PLAN INFORMATION

PROJECT NO. TRG-20000
FILENAME TRG20000-SS1
CHECKED BY ZNB
DRAWN BY CJJ
SCALE 1"=50'
DATE 09.24.2020

SHEET

STEEP SLOPES PLAN

C1.01



NO.	DATE	REVISION DESCRIPTION
1	11. 13. 2020	REVISED PER 1ST CZP COMMENTS
2	12. 18. 2020	REVISED PER 2ND CZP COMMENTS
3	01. 29. 2021	REVISED PER 3RD CZP COMMENTS

PROJECT NO.	TRG-20000
FILENAME	TRG20000-OAS1
CHECKED BY	ZNB
DRAWN BY	CJJ
SCALE	1"=50'
DATE	09. 24. 2020

OVERALL SITE PLAN

C2.00

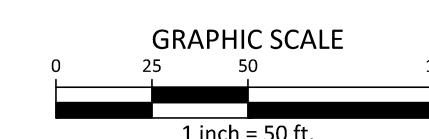
						Left Turn		Right Turn	
No.	Minor Street Name	Major Street Name	Design Speed of Major Street (mph)	Approach grade of minor street (%)	Number of Lanes to Cross (Left Turn)	Turn Time Gap (sec.)	Intersection Sight Distance (ft.) ^a	Turn Time Gap (sec.)	Intersection Sight Distance (ft.) ^a
1	Stewart Blvd	North Estes Drive	40	-3.00	1	7.5	445	6.5	385
2	Aura Park Drive	MLK Jr Blvd	40	-1.50	N/A	-	-	6.5	385

- 1) Signalized interstions do not require left turn sight distance.
- 2) Right-in / Right-out intersections do not require left turn sight distance.

* Intersection Sight Distance from Formula 9-1 from AASHTO Geometric Design of Highways and Streets, 2004

SEE SHEET C0.01 FOR ALL PROJECT, SITE,
GRADING, STORM DRAINAGE AND UTILITY
NOTES

ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CURRENT TOWN OF CHAPEL HILL ENGINEERING DESIGN AND CONSTRUCTION STANDARDS



PRELIMINARY DRAWING - NOT RELEASED FOR CONSTRUCTION

N/F
CHAPEL HILL I, LLC, ET AL
CHAPEL HILL II, LLC
PIN: 9789-36-5443
D.B. 6120, PG. 181

299

SITE LEGEND

- | | |
|--|------------------------------|
| | SIGNAGE |
| | YARD LIGHTS |
| | LIGHT POLE |
| | POWER POLE |
| | TRAFFIC DIRECTIONAL ARROW |
| | ACCESSIBLE PARKING STALL |
| | VAN ACCESSIBLE PARKING STALL |
| | PARKING SPACE COUNT |
| | ACCESSIBLE RAMPS |
| | ACCESSIBLE ROUTE |
| | PHASE LINE |
| | PROPERTY LINE |
| | RIGHT-OF-WAY LINE |
| | LOT LINE |
| | EASEMENT LINE |
| | CENTERLINE |
| | HEAVY DUTY ASPHALT PAVEMENT |
| | HEAVY DUTY CONCRETE PAVEMENT |

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DURHAM, NORTH CAROLINA, 27701
PHONE: 919. 884. 7395

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CONDITIONAL ZONING PERMIT
NORTH ESTES DRIVE
CHAPEL HILL, NORTH CAROLINA, 27516



REVISIONS

NO.	DATE	REVISION DESCRIPTION
1	11.13.2020	REVISED PER 1ST CZP COMMENTS
2	12.18.2020	REVISED PER 2ND CZP COMMENTS
3	01.29.2021	REVISED PER 3RD CZP COMMENTS

PLAN INFORMATION

PROJECT NO. TRG-20000
FILENAME TRG20000-S1
CHECKED BY ZNB
DRAWN BY CJJ
SCALE 1"=30'
DATE 09.24.2020

SHEET

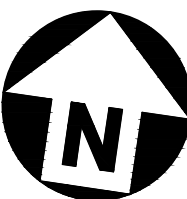
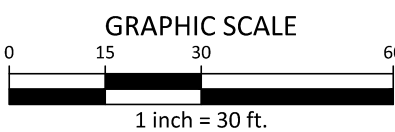
SITE PLAN - AREA A

C2.01

SEE SHEET C0.01 FOR ALL PROJECT, SITE, GRADING, STORM DRAINAGE AND UTILITY NOTES

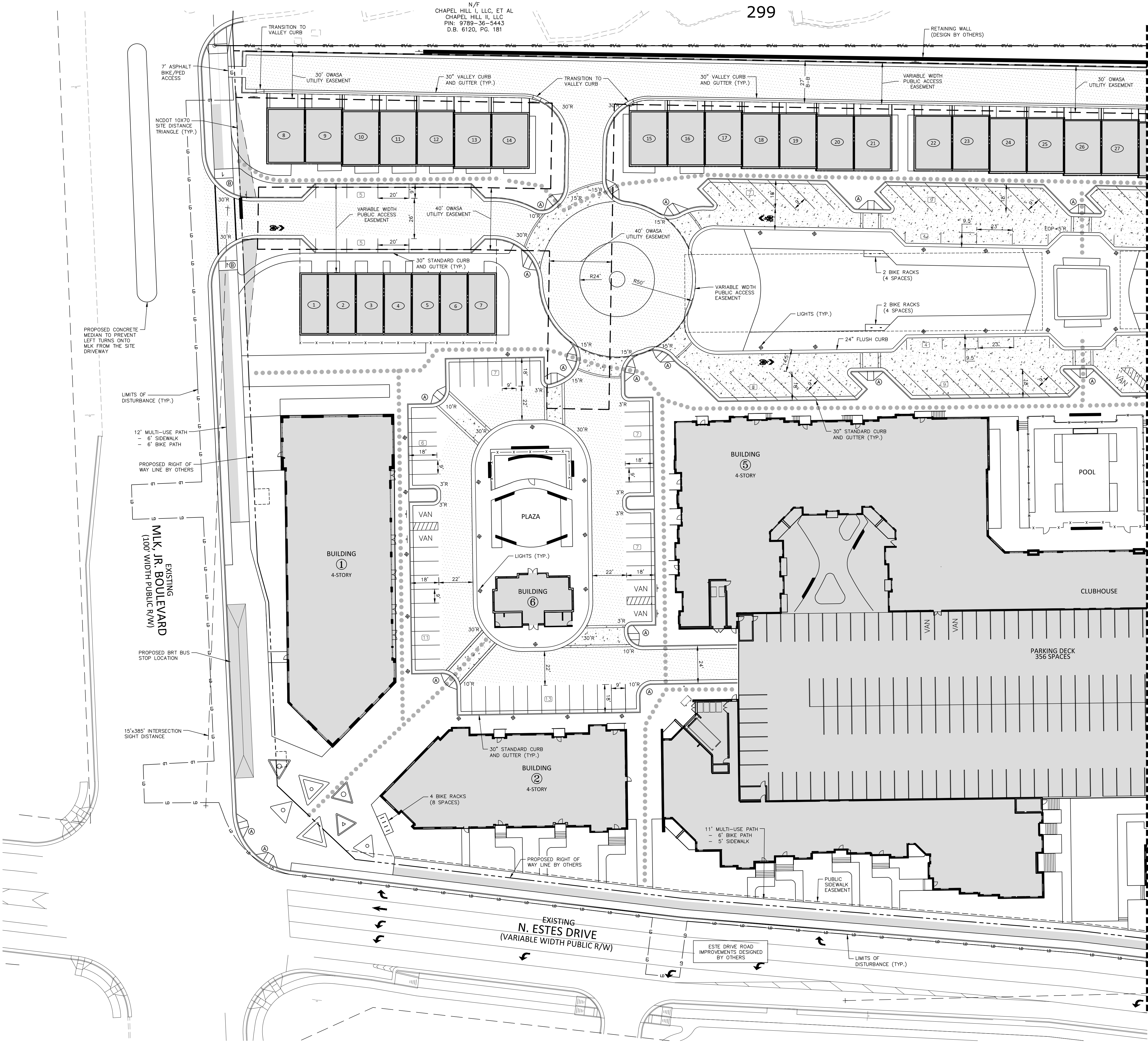
ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CURRENT TOWN OF CHAPEL HILL ENGINEERING DESIGN AND CONSTRUCTION STANDARDS

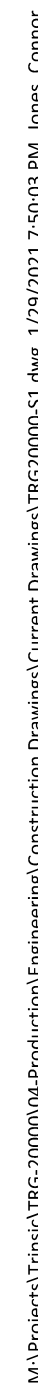
ALL STRIPING AND SYMBOLS TO BE PER MUTCD STANDARDS AND SPECIFICATIONS



PRELIMINARY DRAWING - NOT RELEASED FOR CONSTRUCTION

SEE SHEET C2.02





RECYCLING NOTES

1. APPLICANT ELECTS TO HAVE PUBLIC RECYCLING FOR TOWNHOMES AND PRIVATE RECYCLING FOR THE REMAINDER OF THE SITE. THIS IS SUBJECT TO CHANGE IF THE APPLICANT DEEMS IT NECESSARY. THE DETAILS OF THESE PLANS WILL BE FURTHER ELABORATED IN THE ZCP STAGE AND WORKED THROUGH WITH ORANGE COUNTY OFFICIALS
2. APPLICANT MUST REQUIRE AT THE LEAST THE SAME LEVEL OF SERVICE (CURRENT OR FUTURE) TO ITS RESIDENTS AS THAT PROVIDED BY ORANGE COUNTY.
3. COUNTY FEES FOR RECYCLING AND WASTE MANAGEMENT ASSOCIATED WITH THIS PROJECT/PROPERTY WILL NOT BE WAIVED.
4. APPLICANT AGREES TO ENTER INTO A SERVICE AGREEMENT WITH A PRIVATE RECYCLING COLLECTION CONTRACTOR THAT IS ACCEPTABLE TO ORANGE COUNTY. FURTHER, THE AGREEMENT SHALL PROVIDE FOR THE COLLECTION AND RECYCLING OF CORRUGATED CARDBOARD IN ADDITION TO THE OTHER CO-MINGLED RECYCLABLES AND AN EXECUTED COPY OF THE AGREEMENT SHALL BE PROVIDED TO AND APPROVED BY ORANGE COUNTY PRIOR TO APPROVAL OF FINAL CONSTRUCTION PLANS FOR THE PROPERTY/PROJECT.

SOLID WASTE AND RECYCLING NOTES:

1. ALL EXISTING STRUCTURES 500 SQUARE FEET AND LARGER IN SIZE SHALL BE ASSESSED PRIOR TO DEMOLITION TO ENSURE COMPLIANCE WITH THE COUNTY'S REGULATED RECYCLABLE MATERIALS ORDINANCE (RRMO) AND TO ASSESS THE POTENTIAL FOR DE-CONSTRUCTION AND/OR THE RE-USE OF SALVAGEABLE MATERIALS.
2. BY ORANGE COUNTY ORDINANCE, CLEAN WOOD WASTE, SCRAP METAL, AND CORRUGATED CARDBOARD PRESENT IN CONSTRUCTION OR DEMOLITION WASTE MUST BE RECYCLED.
3. BY ORANGE COUNTY ORDINANCE, ALL HAULERS OF MIXED CONSTRUCTION AND DEMOLITION WASTE THAT INCLUDES ANY REGULATED RECYCLABLE MATERIALS SHALL BE LICENSED BY ORANGE COUNTY.
4. PRIOR TO ANY DEMOLITION OR CONSTRUCTION ACTIVITY ON THE SITE THE APPLICANT SHALL HOLD A PRE-DEMOLITION/PRE-CONSTRUCTION CONFERENCE WITH THE SOLID WASTE STAFF (919-968-2788). THIS MAY BE THE SAME PRE-CONSTRUCTION MEETING HELD WITH OTHER DEVELOPMENT/ENFORCEMENT OFFICIALS.
5. THE PRESENCE OF ANY ASBESTOS CONTAINING MATERIALS (ACM) AND/OR OTHER HAZARDOUS MATERIALS IN CONSTRUCTION AND DEMOLITION WASTE SHALL BE HANDLED IN ACCORDANCE WITH ANY AND ALL LOCAL, STATE, AND FEDERAL REGULATIONS AND GUIDELINES.
6. IF ANY VEHICLES ARE PARKED IN THE REFUSE OR RECYCLABLES COLLECTION VEHICLE ACCESS AREA, THE CONTAINERS WILL NOT RECEIVE SERVICE UNTIL THE NEXT SCHEDULED COLLECTION DAY.
7. TRASH WILL BE PLACED IN SEPARATE DUMPSTERS AND COLLECTED BY A PRIVATE WASTE COLLECTION CONTRACTOR.
8. ALL CONSTRUCTION WASTE MATERIALS CONTAINING REGULATED RECYCLABLE MATERIALS (SEE NOTE 2 ABOVE) SHALL BE RECYCLED PURSUANT TO THE ORANGE COUNTY REGULATED RECYCLABLE MATERIALS ORDINANCE (RRMO). CONTRACTORS SHALL RETAIN PICKUP SLIPS TO RECORD/VALIDATE RECYCLING AS MAY BE REQUIRED FOR ENVIRONMENTAL CREDITS.
9. THE OWNER, OR THEIR DESIGNEE, SHALL BE RESPONSIBLE FOR MAINTAINING A FIRE WATCH DURING CONSTRUCTION AND DEMOLITION WHERE MATERIALS SUBJECT TO SPONTANEOUS COMBUSTION OR OTHER HAZARDOUS CONSTRUCTION OR DEMOLITION IS OCCURRING.
10. ALL CONSTRUCTION AND DEMOLITION SHALL BE CONDUCTED IN COMPLIANCE WITH THE CURRENT EDITION OF CHAPTER 14 OF THE NC FPC.
11. ANY GATE DESIGN SHALL INCLUDE GATE RETAINERS.
12. THERE WILL BE ROOM IN THE DUMPSTER ENCLOSURES OR ADJACENT TO COMPACTOR AREAS DESIGNATED FOR RECYCLING BINS AS APPROVED BY THE ORANGE COUNTY SOLID WASTE DEPARTMENT.
13. ITEMS TO BE RECYCLED WILL INCLUDE ALL MATERIALS ACCEPTED BY ORANGE COUNTY SOLID WASTE (INCLUDED BUT NOT LIMITED TO:)
 - 13.1.1. GLASS (CLEAR, BROWN AND GREEN)
 - 13.1.2. PLASTIC
 - 13.1.3. NEWSPAPERS, MAGAZINES AND OTHER PAPER
 - 13.1.4. METAL CANS
 - 13.1.5. CARDBOARD
14. ADEQUATE SITE LIGHTING SHALL BE PROVIDED IN/AROUND THE SOLID WASTE STORAGE AREAS.
15. HEAVY DUTY ASPHALT AND CONCRETE SECTIONS ARE PROVIDED ON SHEET C8.00. THESE SECTIONS APPLY UNLESS AN APPROVED GEOTECHNICAL ENGINEER HAS DESIGN SPECIFIC FOR THIS PROJECT



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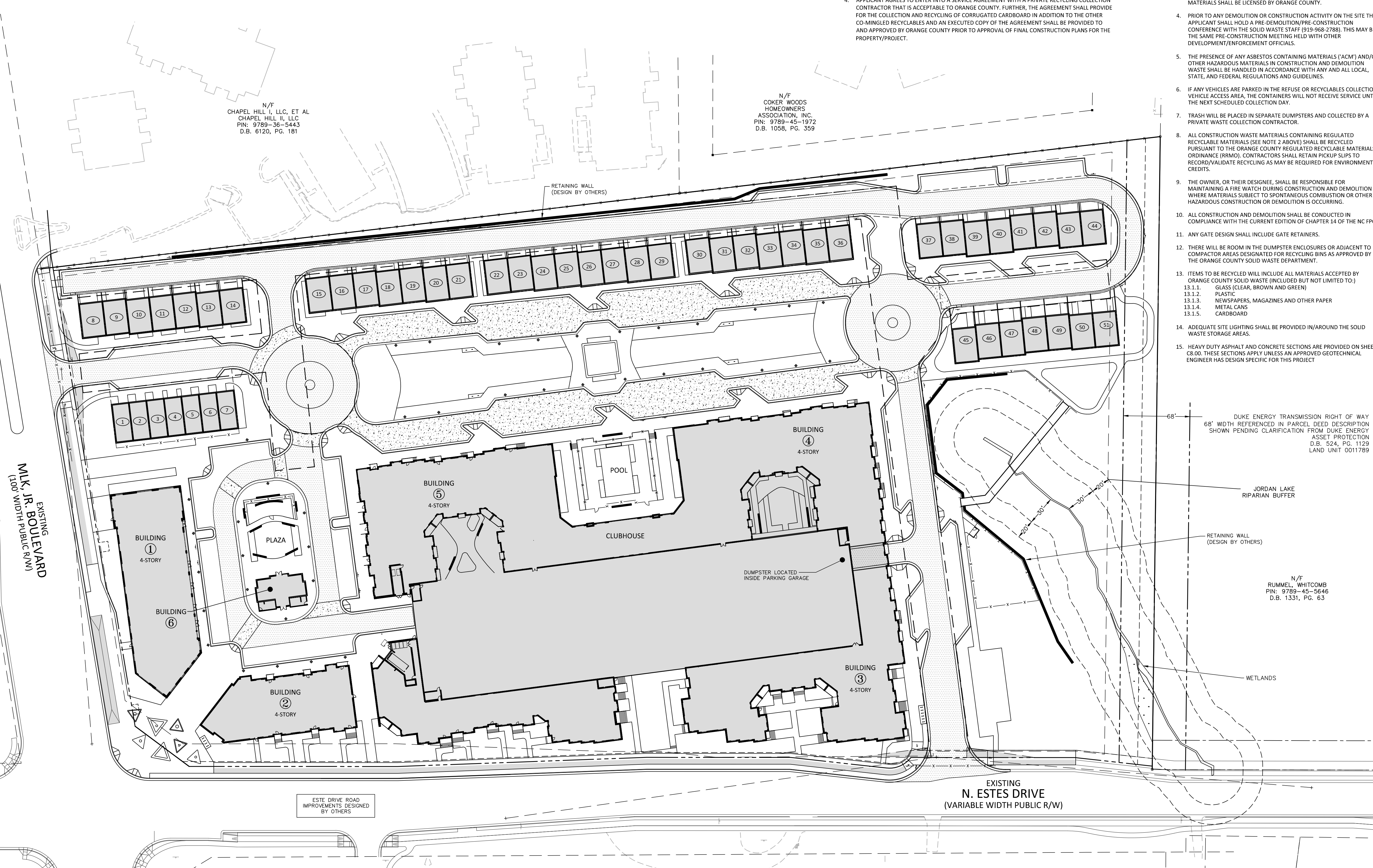
PLAN INFORMATION

PROJECT NO. TRG-20000
FILENAME TRG20000-SWST1
CHECKED BY ZNB
DRAWN BY CJJ
SCALE 1"=50'
DATE 09. 24. 2020

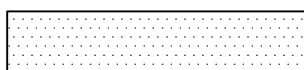
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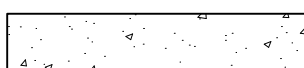
SOLID WASTE PLAN

C2.10



PAVEMENT LEGEND

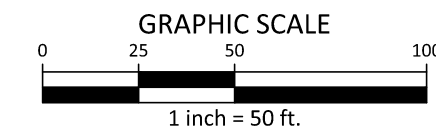
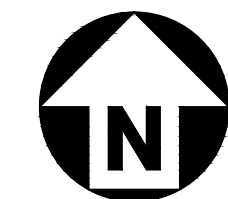
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HEAVY DUTY
ASPHALT PAVEMENT
- 

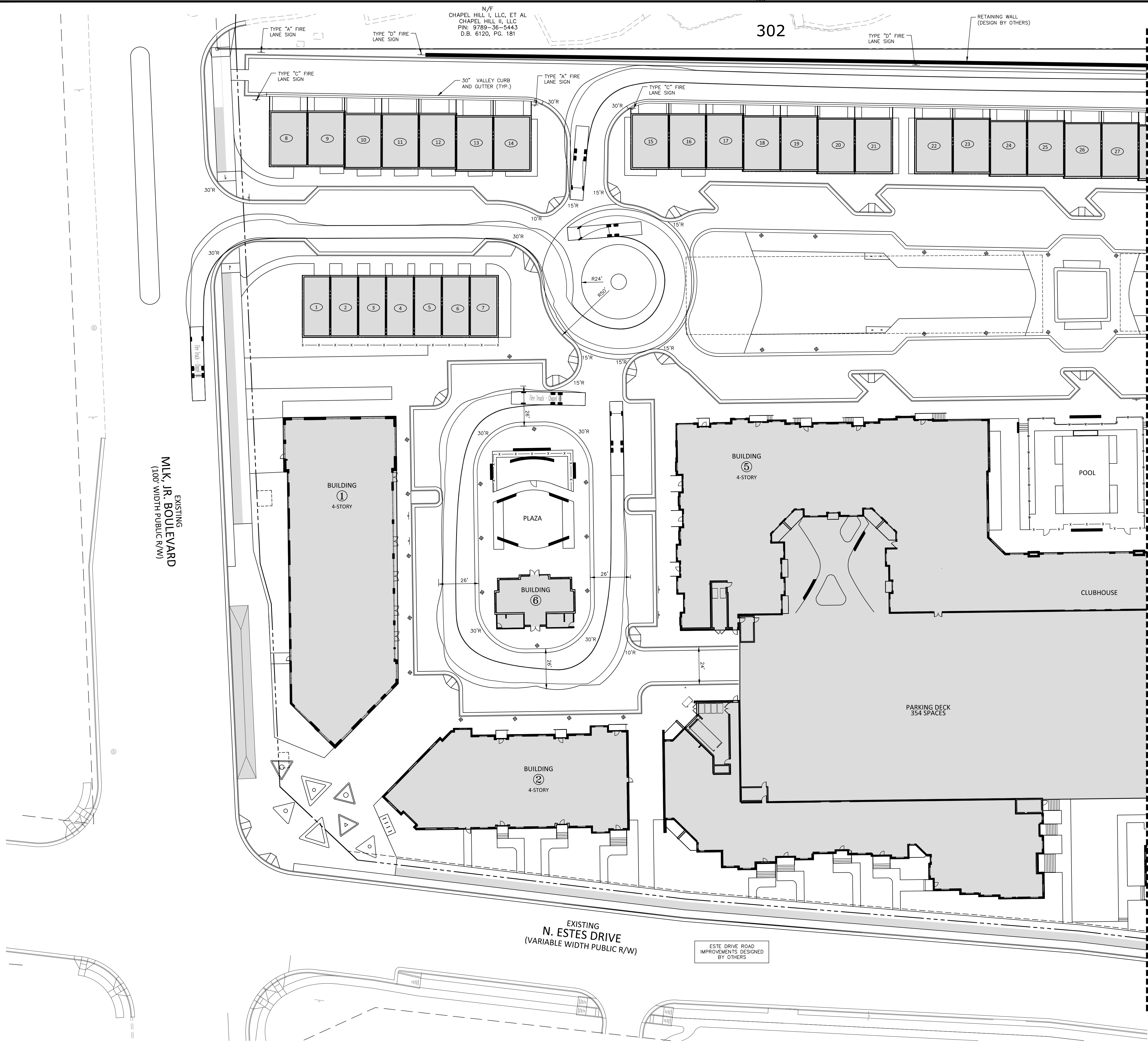
HEAVY DUTY
CONCRETE PAVEMENT
- NOTE: SEE SECTIONS ON DETAIL SHEET

SEE SHEET C0.01 FOR ALL PROJECT, SITE, GRADING, STORM DRAINAGE AND UTILITY NOTES

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SITE LEGEND	
	SIGNAGE
	YARD LIGHTS
	LIGHT POLE
	POWER POLE
	TRAFFIC DIRECTIONAL ARROW
	ACCESSIBLE PARKING STALL
	VAN ACCESSIBLE PARKING STALL
	PARKING SPACE COUNT
	ACCESSIBLE RAMPS
	ACCESSIBLE ROUTE
	PHASE LINE
	PROPERTY LINE
	RIGHT-OF-WAY LINE
	LOT LINE
	EASEMENT LINE
	CENTERLINE

GENERAL NOTES:

- OUTER PATH IS TRUCK OVERHANG, INNER PATH IS TIRE TRACKING

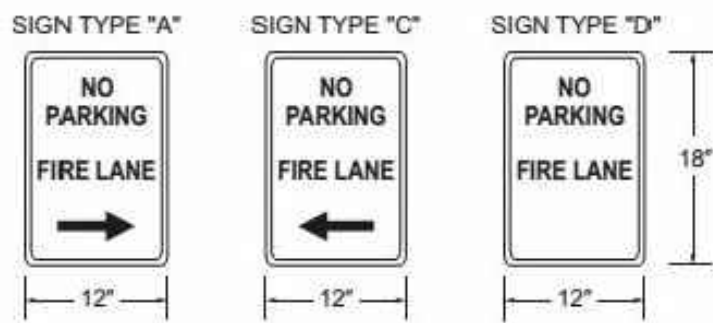


FIGURE D103.6
FIRE LANE SIGNS

SEE SHEET C2.02

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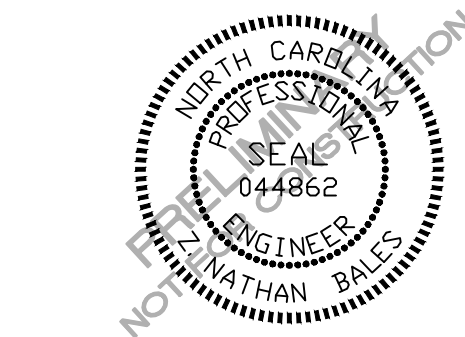
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PHONE: 919. 884. 7395

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CHAPEL HILL, NORTH CAROLINA, 27516



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PLAN INFORMATION

PROJECT NO.	TRG-20000
FILENAME	TRG20000-AT1
CHECKED BY	ZNB
DRAWN BY	CJJ
SCALE	1"=30'
DATE	09. 24. 2020

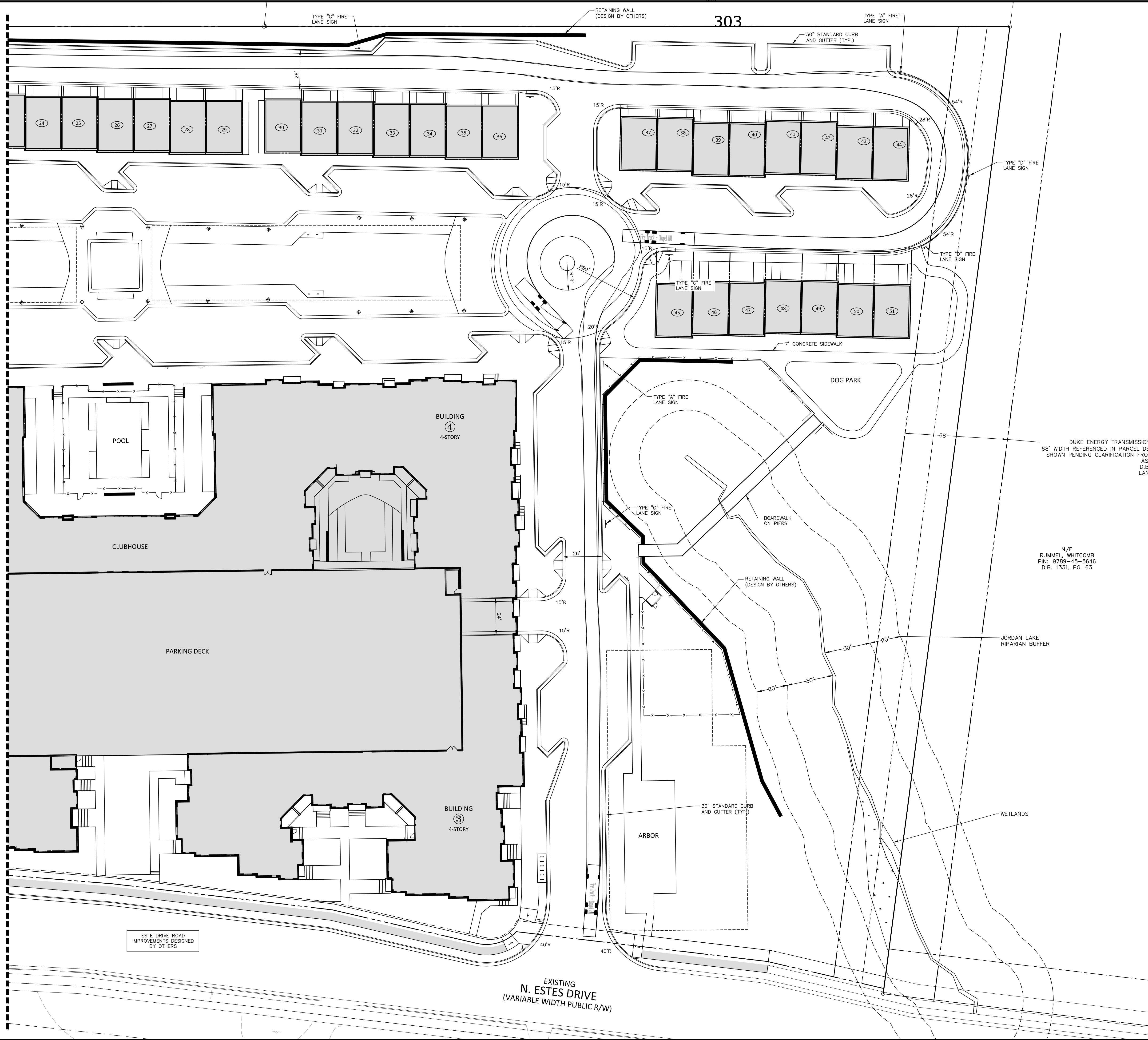
SHEET

FIRE/WASTE VEHICLE
TRACKING - AREA A
C2.11

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SEE SHEET C2.01



SITE LEGEND	
	SIGNAGE
	YARD LIGHTS
	LIGHT POLE
	POWER POLE
	TRAFFIC DIRECTIONAL ARROW
	ACCESSIBLE PARKING STALL
	VAN ACCESSIBLE PARKING STALL
	PARKING SPACE COUNT
	ACCESSIBLE RAMPS
	ACCESSIBLE ROUTE
	PHASE LINE
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	LOT LINE
	EASEMENT LINE
	CENTERLINE

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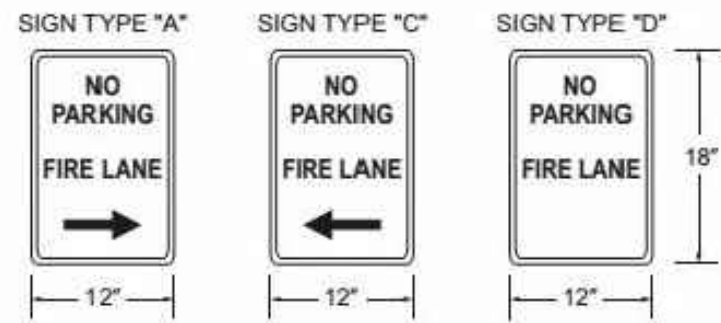


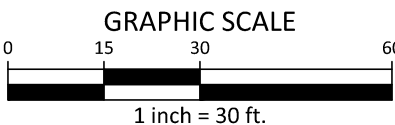
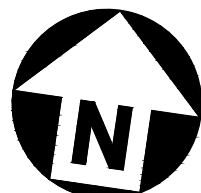
FIGURE D103.6
FIRE LANE SIGNS

DUKE ENERGY TRANSMISSION RIGHT OF WAY
68' WIDTH REFERENCED IN PARCEL DEED DESCRIPTION
SHOWN PENDING CLARIFICATION FROM DUKE ENERGY
ASSET PROTECTION
D.B. 524, PG. 1129
LAND UNIT 0011789

N/F
RUMMEL, WHITCOMB
PIN: 9789-45-5646
D.B. 1331, PG. 63

SEE SHEET C0.01 FOR ALL PROJECT, SITE,
GRADING, STORM DRAINAGE AND UTILITY
NOTES

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CHECKED BY	ZNB
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SCALE	1"=30'
DATE	09.24.2020

SHEET

FIRE/WASTE VEHICLE
TRACKING - AREA B
C2.12

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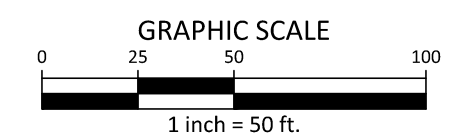


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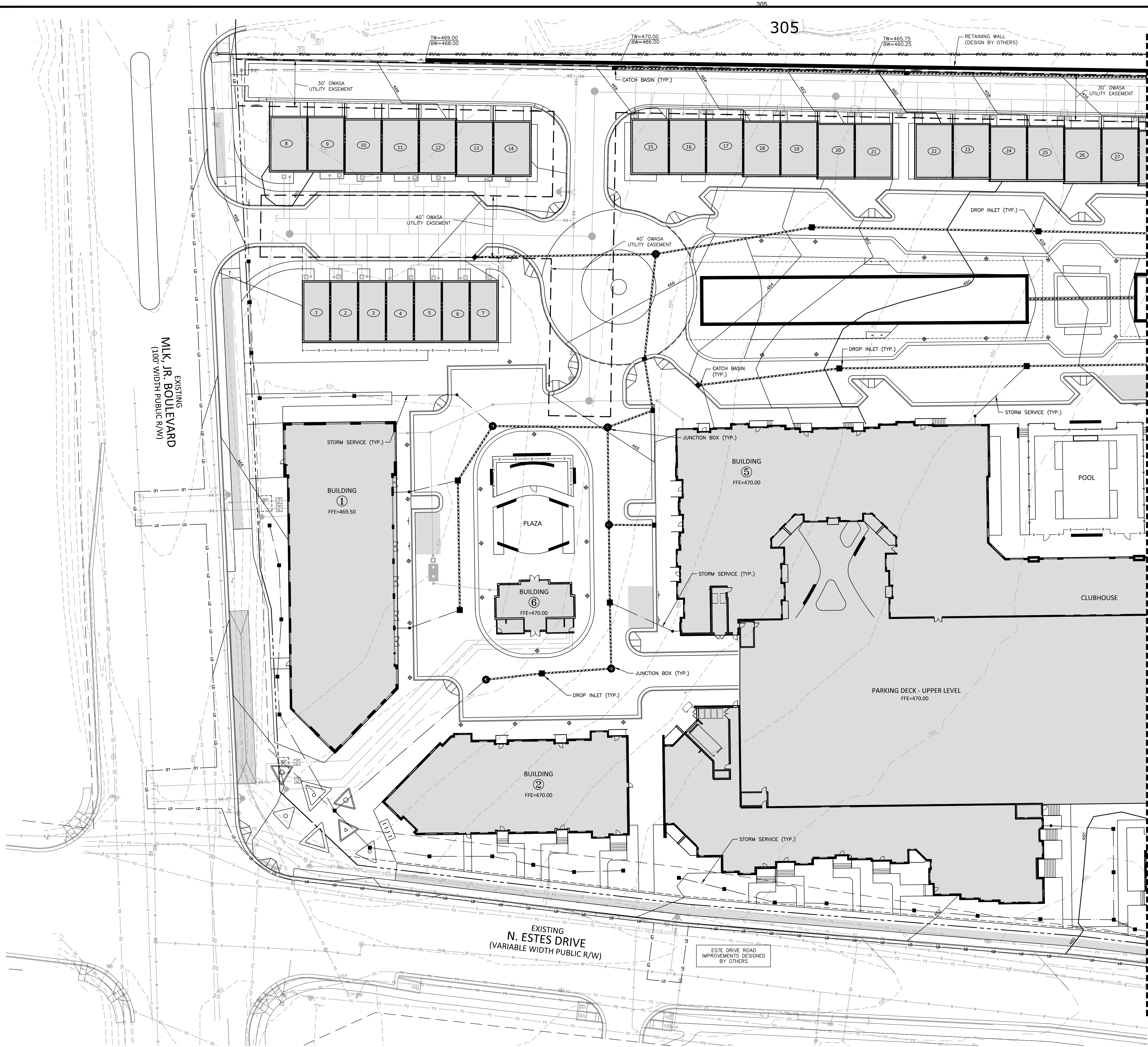
OBJECT NO.	TRG-20000
FILENAME	TRG20000-OAG1
CHECKED BY	ZNB
DRAWN BY	CJJ
SCALE	1"=50'
DATE	09. 24. 2020

OVERALL GRADING PLAN

C3.00



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GRADING LEGEND

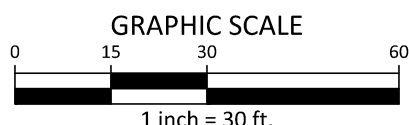
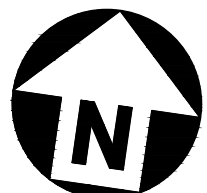
	FLARED END SECTION
	ENDWALL SECTION
	CATCH BASIN
	DROP INLET
	STORM SERVICE INLET
	STORM SERVICE ROOF-RAIN
	JUNCTION BOX
	DRAINAGE FLOW ARROW
	LINE BREAK SYMBOL
	TOP & BOTTOM CURB ELEVATIONS
	TOP OF WALL ELEVATION
	BOTTOM OF WALL ELEVATION (NOTE: BOTTOM OF WALL IS GROUND ELEVATION NOT WALL FOUNDATION)
	SPOT ELEVATION
	STORM DRAINAGE
	STORM SERVICE LINE
	ROOF DRAIN, 8" ADS NON-PERFORATED TUBING OR EQUAL 1.0% MIN. SLOPE 3' MIN. COVER PVC SCHEDULE 40 IN TRAFFIC AREAS
	TREE PROTECTION FENCE
	LIMITS OF DISTURBANCE
	WOODED AREA
	MAJOR CONTOUR
	MINOR CONTOUR
	EXISTING MAJOR CONTOUR
	EXISTING MINOR CONTOUR
	EASEMENT LINE
	ACCESSIBLE PARKING AREA (2% MAX. SLOPE IN ALL DIRECTIONS)

GENERAL NOTES:

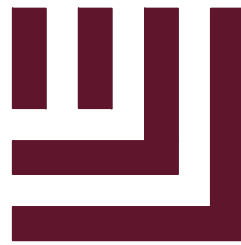
1. THE LANDSCAPE AREAS FRONTING ESTES ROAD AND MLK BLVD WILL BE GRADED TOWARDS THE SITE TO CAPTURE STORMWATER RUNOFF WHERE POSSIBLE AND AS NECESSARY TO MEET STORMWATER TREATMENT REQUIREMENTS.

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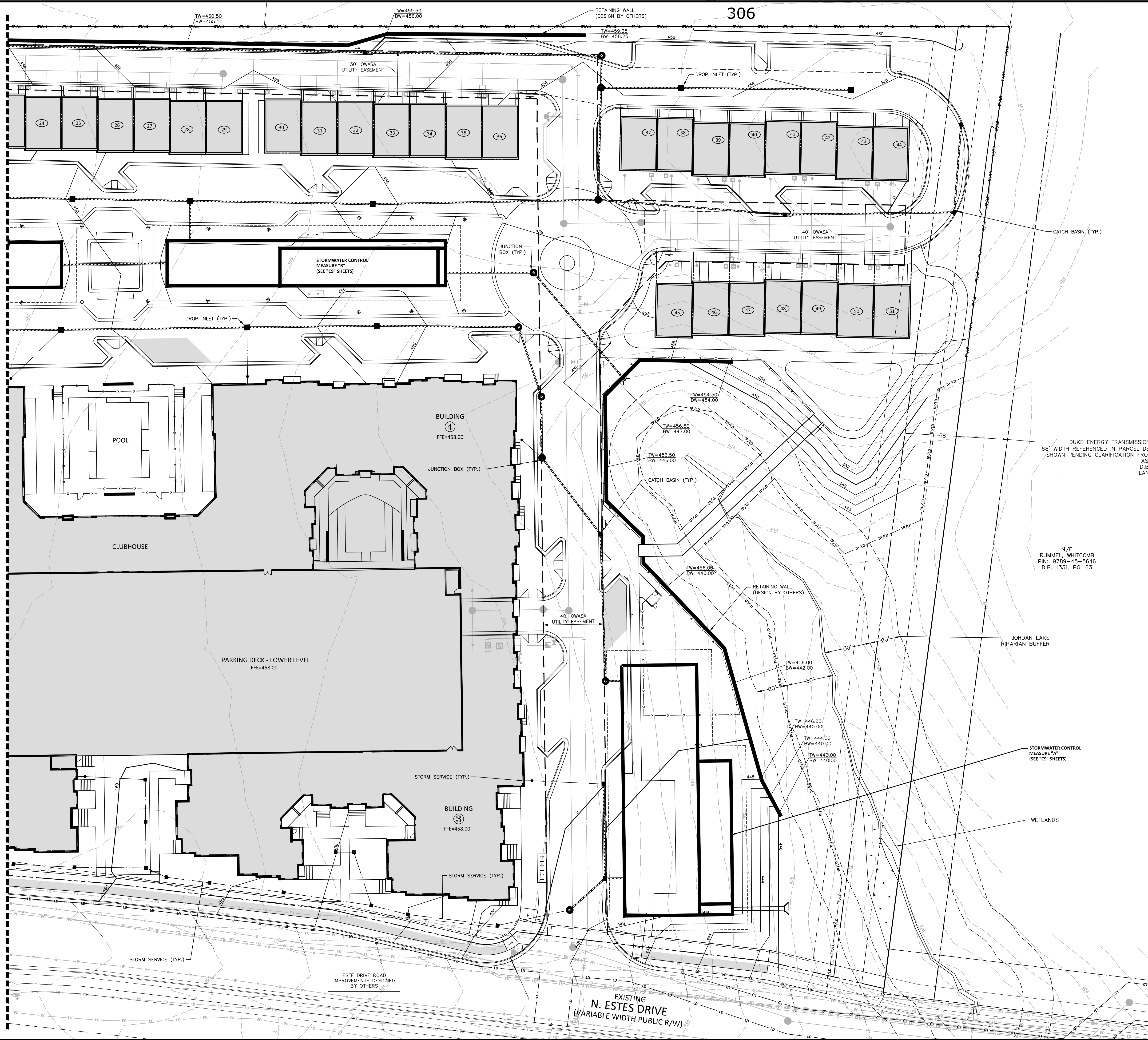
SHEET

GRADING PLAN - AREA A

C3.01

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SEE SHEET C3.01



GRADING LEGEND

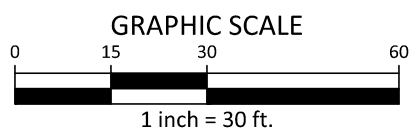
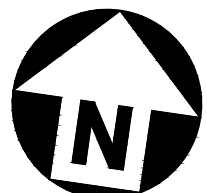
- FLARED END SECTION
- ENDWALL SECTION
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- DROP INLET
- STORM SERVICE INLET
- STORM SERVICE ROOF-DRAIN
- JUNCTION BOX
- DRAINAGE FLOW ARROW
- LINE BREAK SYMBOL
- TOP & BOTTOM CURB ELEVATIONS
- TOP OF WALL ELEVATION
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- NON-PERFORATED TUBING OR EQUAL 1.0% MIN. SLOPE 3" MIN. COVER PVC SCHEDULE 40 IN TRAFFIC AREAS
- TREE PROTECTION FENCE
- LIMITS OF DISTURBANCE
- WOODED AREA
- MAJOR CONTOUR
- MINOR CONTOUR
- EXISTING MAJOR CONTOUR
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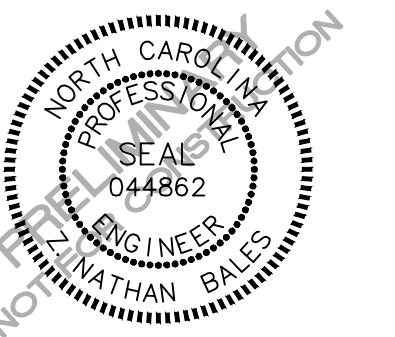
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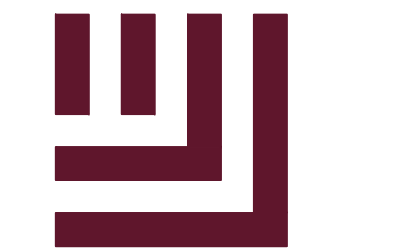
PROJECT NO. TRG-20000
FILENAME TRG20000-G1
CHECKED BY ZNB
DRAWN BY CJJ
SCALE 1"=30'
DATE 09.24.2020

SHEET

GRADING PLAN - AREA B

C3.02

- FIRE HYDRANT ASSEMBLY
- FIRE DEPARTMENT CONNECTION (FDC)
- WATER METER
- WATER VALVE
- POST INDICATOR VALVE
- VALVE IN MANHOLE
- METER & VAULT
- BACKFLOW PREVENTER
- REDUCER
- PLUG
- BLOW-OFF ASSEMBLY
- SANITARY SEWER MANHOLE
- SEWER CLEAN-OUT
- GREASE TRAP
- SEWER FLOW DIRECTION ARROW
- YARD LIGHTS
- LIGHT POLE
- POWER POLE
- LINE BREAK SYMBOL
- WATERLINE
- WATER SERVICE LINE
- UTILITY SLEEVE
- SANITARY SEWER
- SEWER SERVICE LINE
- SEWER FORCE MAIN
- GAS LINE
- OVERHEAD UTILITY
- UNDERGROUND ELECTRIC
- TELEPHONE
- EASEMENT LINE



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license number: C-0293, C-187

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DURHAM, NORTH CAROLINA, 27701
PHONE: 919. 884. 7395

AURA

CONDITIONAL ZONING PERMIT

NORTH ESTES DRIVE

CHAPEL HILL, NORTH CAROLINA, 27516



REVISIONS

NO.	DATE	REVISION DESCRIPTION
1	11.13.2020	REVISED PER 1ST CZP COMMENTS
2	12.18.2020	REVISED PER 2ND CZP COMMENTS
3	01.29.2021	REVISED PER 3RD CZP COMMENTS

PLAN INFORMATION

PROJECT NO. TRG-20000
FILENAME TRG20000-OAU1
CHECKED BY ZNB
DRAWN BY CJJ
SCALE 1"=50'
DATE 09.24.2020

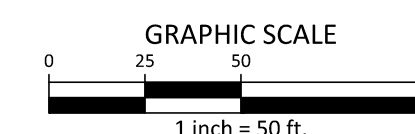
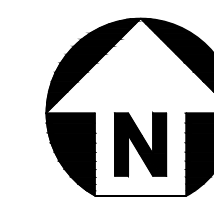
SHEET

OVERALL UTILITY PLAN

C4.00

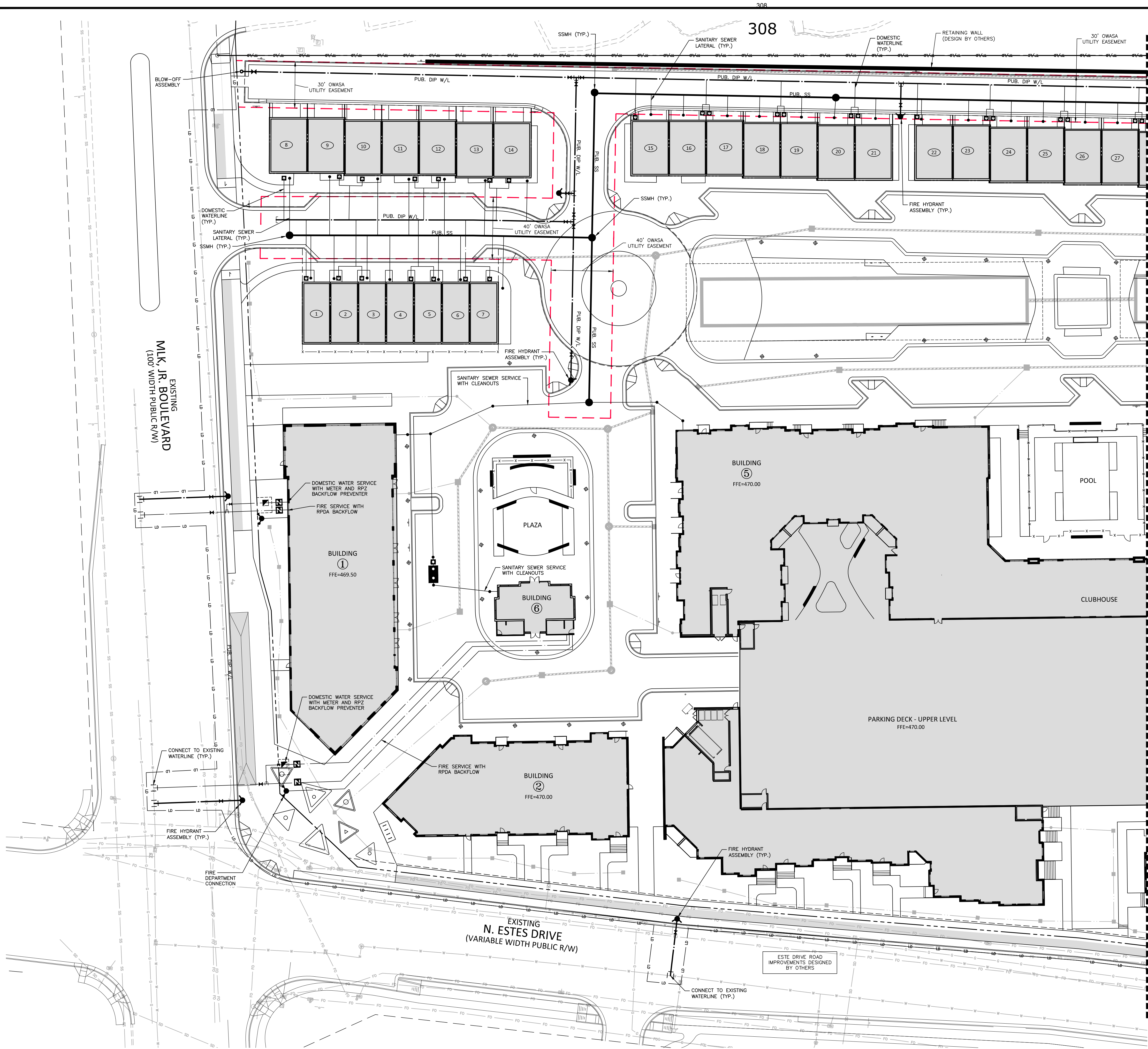
SEE SHEET C0.01 FOR ALL PROJECT, SITE, GRADING, STORM DRAINAGE AND UTILITY NOTES

ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CURRENT TOWN OF CHAPEL HILL ENGINEERING DESIGN AND CONSTRUCTION STANDARDS



PRELIMINARY DRAWING - NOT RELEASED FOR CONSTRUCTION

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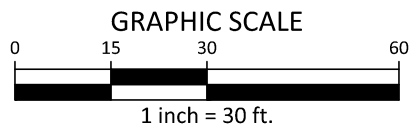
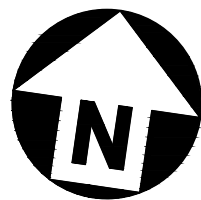
UTILITY LEGEND

- FIRE HYDRANT ASSEMBLY
- FIRE DEPARTMENT CONNECTION (FDC)
- WATER METER
- WATER VALVE
- POST INDICATOR VALVE
- VALVE IN MANHOLE
- METER & VAULT
- BACKFLOW PREVENTER
- REDUCER
- PLUG
- BLOW-OFF ASSEMBLY
- SANITARY SEWER MANHOLE
- SEWER CLEAN-OUT
- GREASE TRAP
- SEWER FLOW DIRECTION
- ARROW
- YARD LIGHTS
- LIGHT POLE
- POWER POLE
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- SANITARY SEWER
- SEWER SERVICE LINE
- SEWER FORCE MAIN
- GAS LINE
- OVERHEAD UTILITY
- UNDERGROUND ELECTRIC
- TELEPHONE
- EASEMENT LINE

MATCH LINE - SEE SHEET C4.02

SEE SHEET C0.01 FOR ALL PROJECT, SITE, GRADING, STORM DRAINAGE AND UTILITY NOTES

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PRELIMINARY DRAWING - NOT RELEASED FOR CONSTRUCTION



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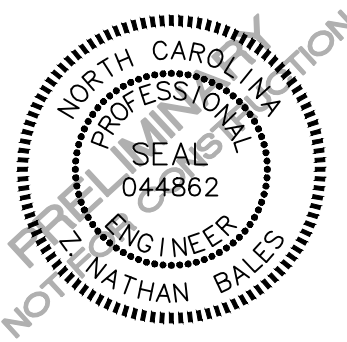
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DURHAM, NORTH CAROLINA, 27701
PHONE: 919. 884. 7395

AURA
CONDITIONAL ZONING PERMIT
NORTH ESTES DRIVE
CHAPEL HILL, NORTH CAROLINA, 27516



REVISIONS

NO.	DATE	REVISION DESCRIPTION
1	11. 13. 2020	REVISED PER 1ST CZP COMMENTS
2	12. 18. 2020	REVISED PER 2ND CZP COMMENTS
3	01. 29. 2021	REVISED PER 3RD CZP COMMENTS

PLAN INFORMATION

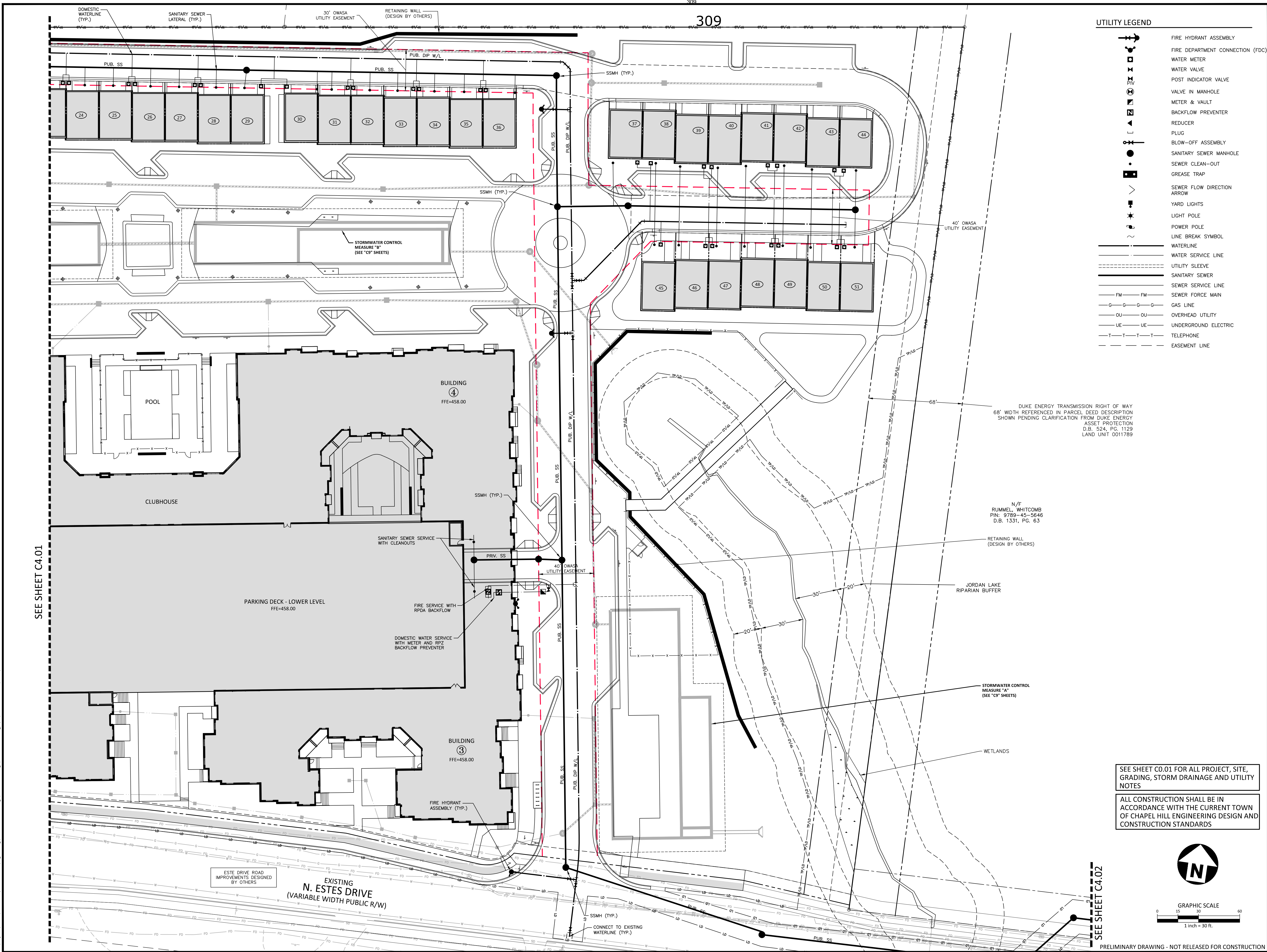
PROJECT NO. TRG-20000
FILENAME TRG20000-U1
CHECKED BY ZNB
DRAWN BY CJJ
SCALE 1"=30'
DATE 09. 24. 2020

SHEET

UTILITY PLAN - AREA A

C4.01

M:\Projects\T\Trunk\TRG-20000\04-Production\Engineering\Construction Drawings\TRG20000-01.dwg, 1/29/2021 8:19:49 PM, Jones, Connor



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PLAN INFORMATION

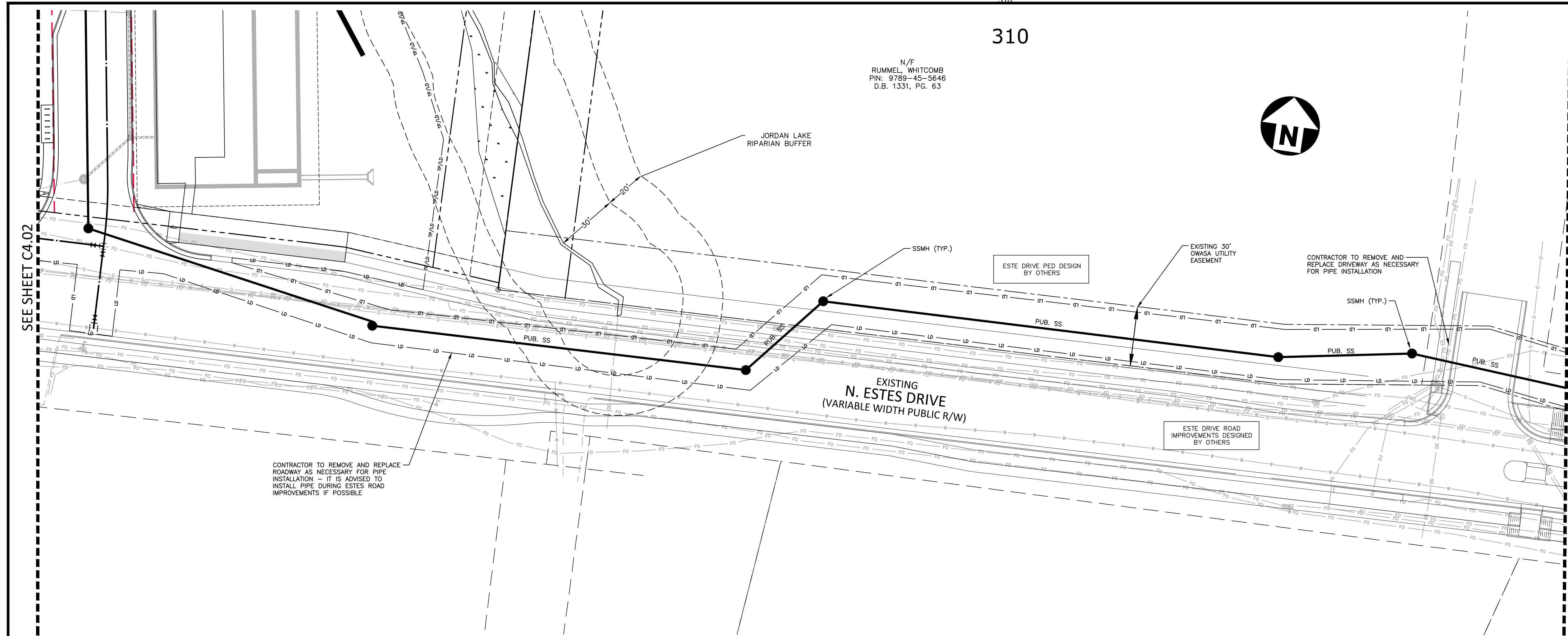
PROJECT NO.	TRG-20000
FILENAME	TRG20000-01
CHECKED BY	ZNB
DRAWN BY	CJJ
SCALE	1"=30'
DATE	09.24.2020

SHEET

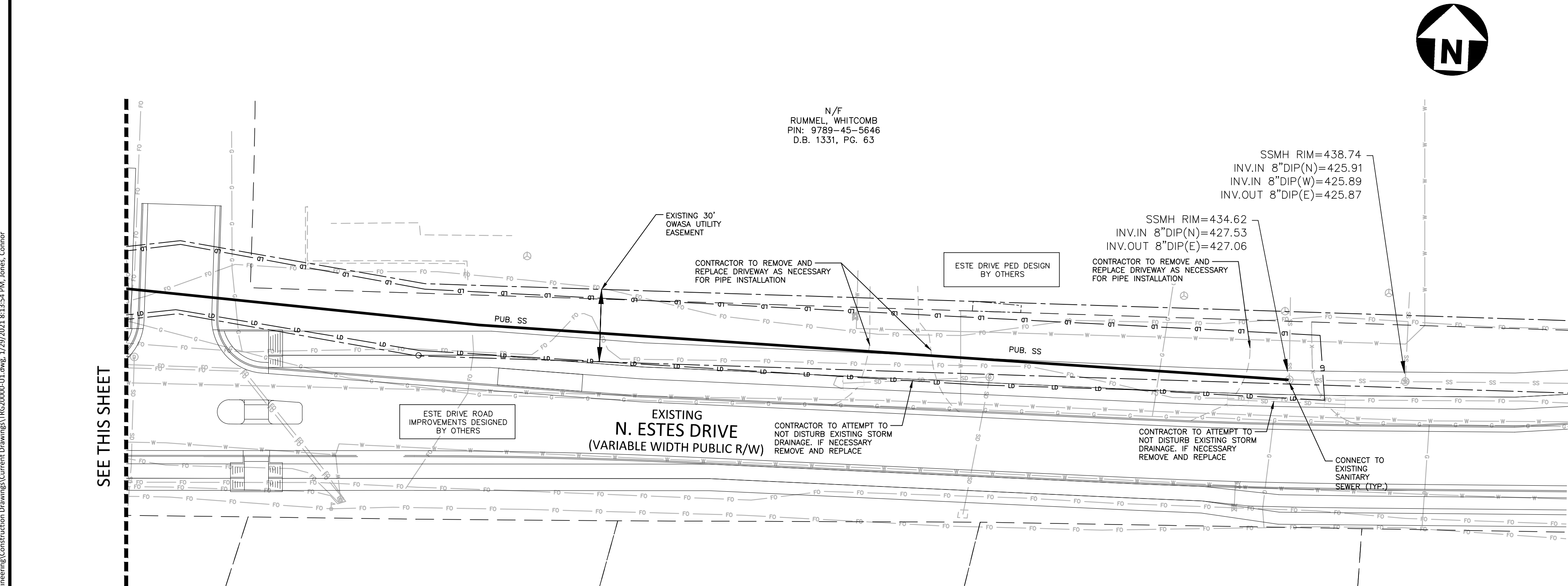
UTILITY PLAN - AREA B

C4.02

I:\Projects\T\Trunk\TRG-20000\04-Production\Engineering\Construction Drawings\TRG20000-U1.dwg, 1/29/2021 8:13:54 PM, Jones, Connor



UTILITY LEGEND	
	FIRE HYDRANT ASSEMBLY
	FIRE DEPARTMENT CONNECTION (FDC)
	WATER METER
	WATER VALVE
	POST INDICATOR VALVE
	VALVE IN MANHOLE
	METER & VAULT
	BACKFLOW PREVENTER
	REDUCER
	PLUG
	BLOW-OFF ASSEMBLY
	SANITARY SEWER MANHOLE
	SEWER CLEAN-OUT
	GREASE TRAP
	SEWER FLOW DIRECTION ARROW
	YARD LIGHTS
	LIGHT POLE
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	WATERLINE
	WATER SERVICE LINE
	UTILITY SLEEVE
	SANITARY SEWER
	SEWER SERVICE LINE
	SEWER FORCE MAIN
	GAS LINE
	OVERHEAD UTILITY
	UNDERGROUND ELECTRIC
	TELEPHONE
	EASEMENT LINE



GRAPHIC SCALE
0 15 30 60
1 inch = 30 ft.

SEE SHEET C0.01 FOR ALL PROJECT, SITE, GRADING, STORM DRAINAGE AND UTILITY NOTES

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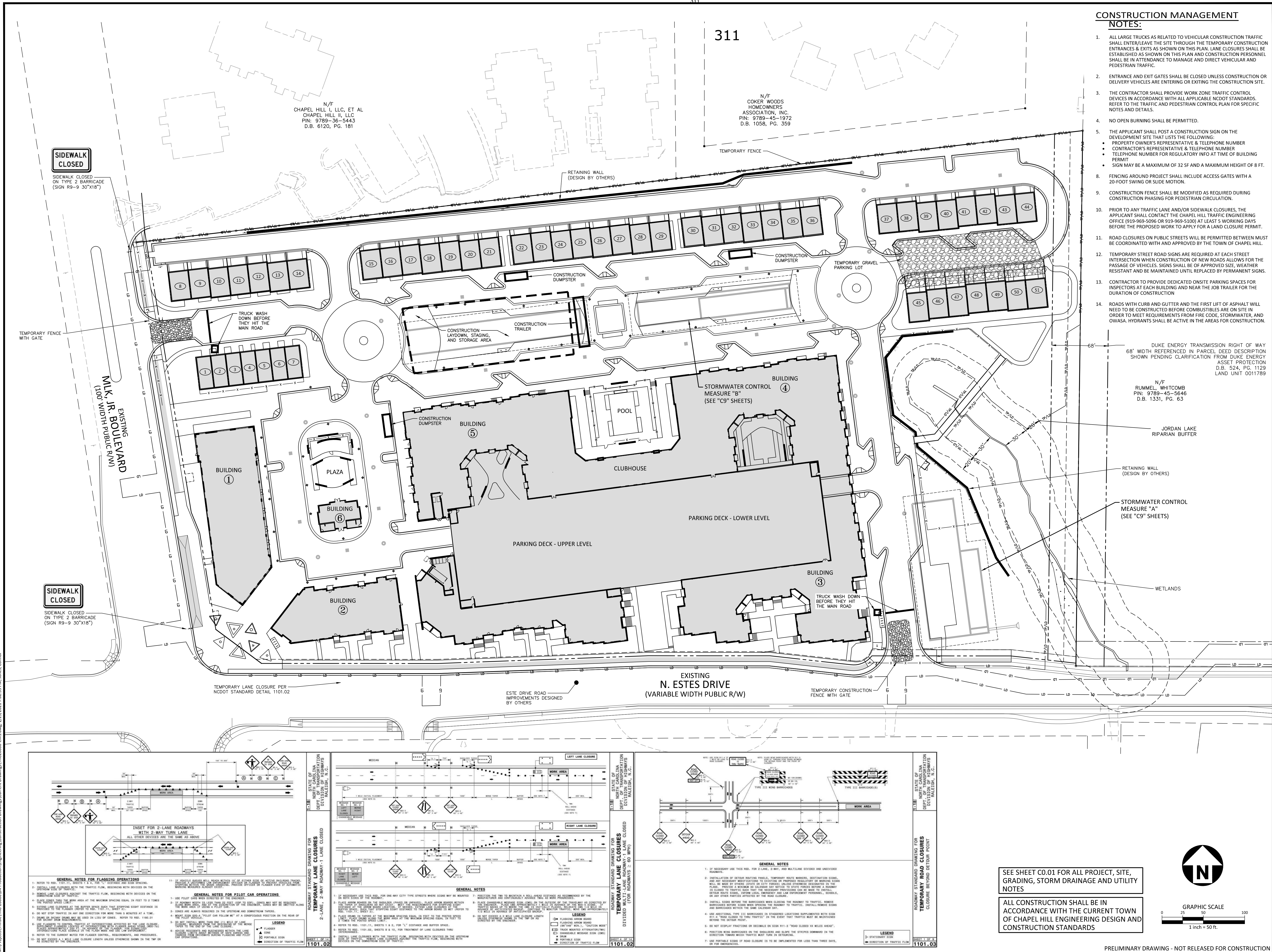
REVISIONS		
NO.	DATE	REVISION DESCRIPTION
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3	01. 29. 2021	REVISED PER 3RD CZP COMMENTS

PLAN INFORMATION	
PROJECT NO.	TRG-20000
FILENAME	TRG20000-U1
CHECKED BY	ZNB
DRAWN BY	CJJ
SCALE	1"=30'
DATE	09. 24. 2020

SHEET
UTILITY PLAN - AREA C

C4.03

I:\Projects\Trinco\TRG-20000\04-Production\Engineering\Construction Drawings\TRG20000-CM1.dwg, 1/29/2021 7:02:55 PM, Jones, Connor



CONSTRUCTION MANAGEMENT NOTES:

- ALL LARGE TRUCKS AS RELATED TO VEHICULAR CONSTRUCTION TRAFFIC SHALL ENTER/LEAVE THE SITE THROUGH THE TEMPORARY CONSTRUCTION ENTRANCES & EXITS AS SHOWN ON THIS PLAN. LANE CLOSURES SHALL BE ESTABLISHED AS SHOWN ON THIS PLAN AND CONSTRUCTION PERSONNEL SHALL BE IN ATTENDANCE TO MANAGE AND DIRECT VEHICULAR AND PEDESTRIAN TRAFFIC.
- ENTRANCE AND EXIT GATES SHALL BE CLOSED UNLESS CONSTRUCTION OR DELIVERY VEHICLES ARE ENTERING OR EXITING THE CONSTRUCTION SITE.
- THE CONTRACTOR SHALL PROVIDE WORK ZONE TRAFFIC CONTROL DEVICES IN ACCORDANCE WITH ALL APPLICABLE NCDOT STANDARDS. REFER TO THE TRAFFIC AND PEDESTRIAN CONTROL PLAN FOR SPECIFIC NOTES AND DETAILS.
- NO OPEN BURNING SHALL BE PERMITTED.
- THE APPLICANT SHALL POST A CONSTRUCTION SIGN ON THE DEVELOPMENT SITE THAT LISTS THE FOLLOWING:
 - PROPERTY OWNER'S REPRESENTATIVE & TELEPHONE NUMBER
 - CONTRACTOR'S REPRESENTATIVE & TELEPHONE NUMBER
 - TELEPHONE NUMBER FOR REGULATORY INFO AT TIME OF BUILDING PERMIT
 - SIGN MAY BE A MAXIMUM OF 32 SF AND A MAXIMUM HEIGHT OF 8 FT.
- FENCING AROUND PROJECT SHALL INCLUDE ACCESS GATES WITH A 20-FOOT SWING OR SLIDE MOTION.
- CONSTRUCTION FENCE SHALL BE MODIFIED AS REQUIRED DURING CONSTRUCTION PHASING FOR PEDESTRIAN CIRCULATION.
- PRIOR TO ANY TRAFFIC LANE AND/OR SIDEWALK CLOSURES, THE APPLICANT SHALL CONTACT THE CHAPEL HILL TRAFFIC ENGINEERING OFFICE (919-969-5096 OR 919-969-5100) AT LEAST 5 WORKING DAYS BEFORE THE PROPOSED WORK TO APPLY FOR A LAND CLOSURE PERMIT.
- ROAD CLOSURES ON PUBLIC STREETS WILL BE PERMITTED BETWEEN MUST BE COORDINATED WITH AND APPROVED BY THE TOWN OF CHAPEL HILL.
- TEMPORARY STREET ROAD SIGNS ARE REQUIRED AT EACH STREET INTERSECTION WHEN CONSTRUCTION OF NEW ROADS ALLOWS FOR THE PASSAGE OF VEHICLES. SIGNS SHALL BE OF APPROVED SIZE, WEATHER RESISTANT AND BE MAINTAINED UNTIL REPLACED BY PERMANENT SIGNS.
- CONTRACTOR TO PROVIDE DEDICATED ONSITE PARKING SPACES FOR INSPECTORS AT EACH BUILDING AND NEAR THE JOB TRAILER FOR THE DURATION OF CONSTRUCTION
- ROADS WITH CURB AND GUTTER AND THE FIRST LIFT OF ASPHALT WILL NEED TO BE CONSTRUCTED BEFORE COMBUSTIBLES ARE ON SITE IN ORDER TO MEET REQUIREMENTS FROM FIRE CODE, STORMWATER, AND OWASA. HYDRANTS SHALL BE ACTIVE IN THE AREAS FOR CONSTRUCTION.

DUKE ENERGY TRANSMISSION RIGHT OF WAY
68' WIDTH REFERENCED IN PARCEL DEED DESCRIPTION
SHOWN PENDING CLARIFICATION FROM DUKE ENERGY
ASSET PROTECTION
D.B. 524, PG. 1129
LAND UNIT 0011789

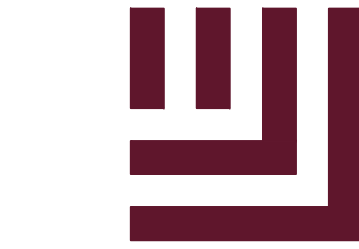
N/F
RUMMEL, WHITCOMB
PIN: 9789-45-5646
D.B. 1331, PG. 63

JORDAN LAKE
RIPARIAN BUFFER

RETAINING WALL
(DESIGN BY OTHERS)

STORMWATER CONTROL
MEASURE "A"
(SEE "C9" SHEETS)

WETLANDS



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PHONE: 919. 884. 7395

AURA
CONDITIONAL ZONING PERMIT
NORTH ESTES DRIVE
CHAPEL HILL, NORTH CAROLINA, 27516



REVISIONS

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3	01.29.2021	REVISED PER 3RD CZP COMMENTS

PLAN INFORMATION

PROJECT NO. TRG-20000
FILENAME TRG20000-CM1
CHECKED BY ZNB
DRAWN BY CJJ
SCALE 1"=50'
DATE 09.24.2020

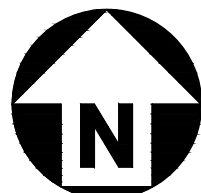
SHEET

CONSTRUCTION AND
TRANSPORTATION
MANAGEMENT PLAN

C7.00

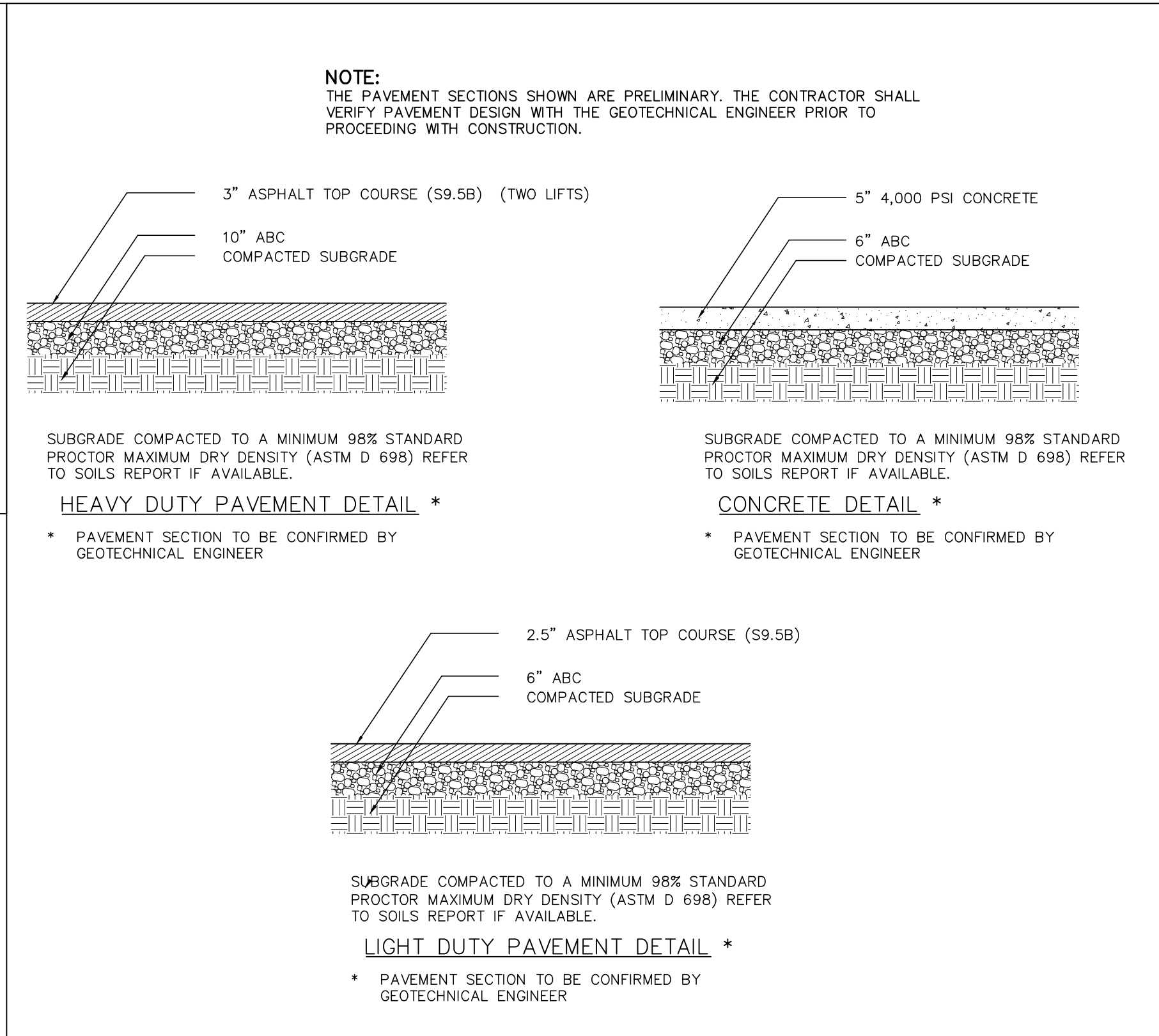
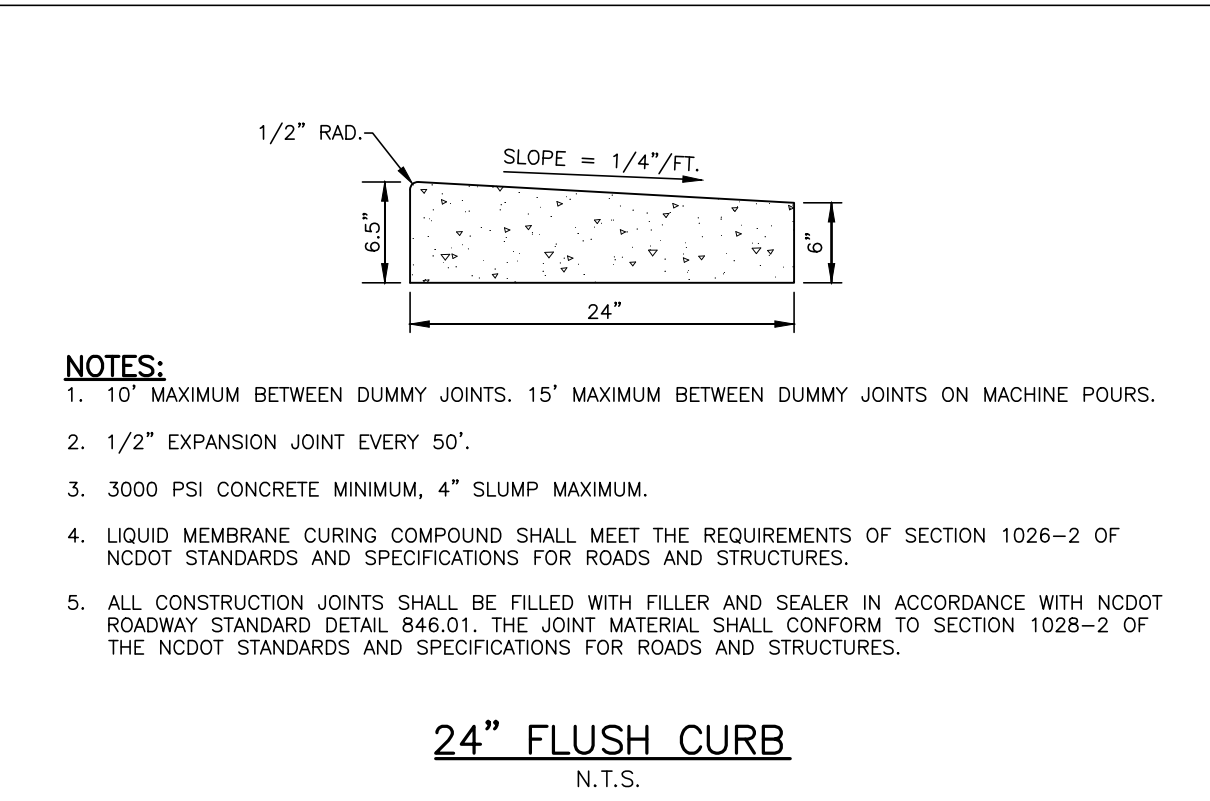
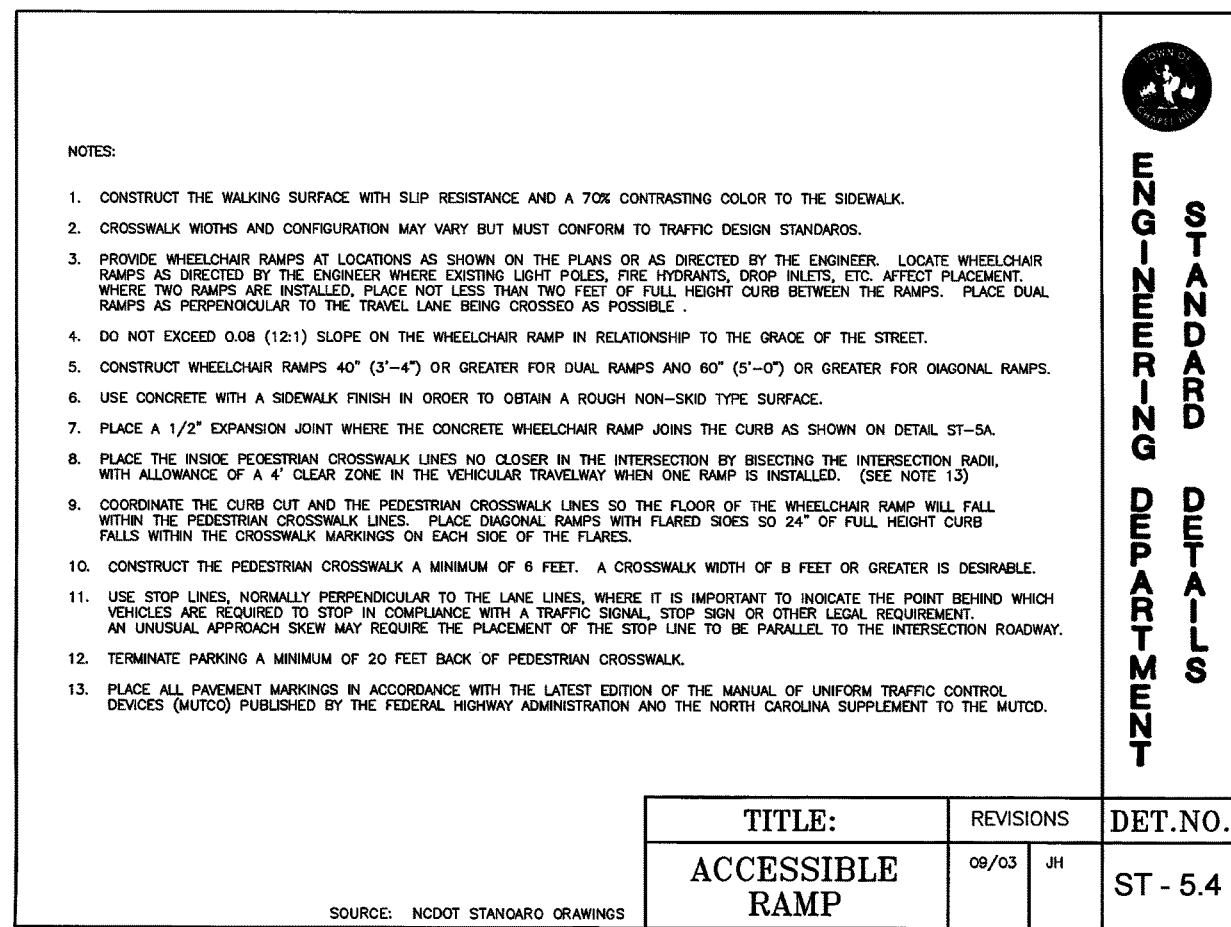
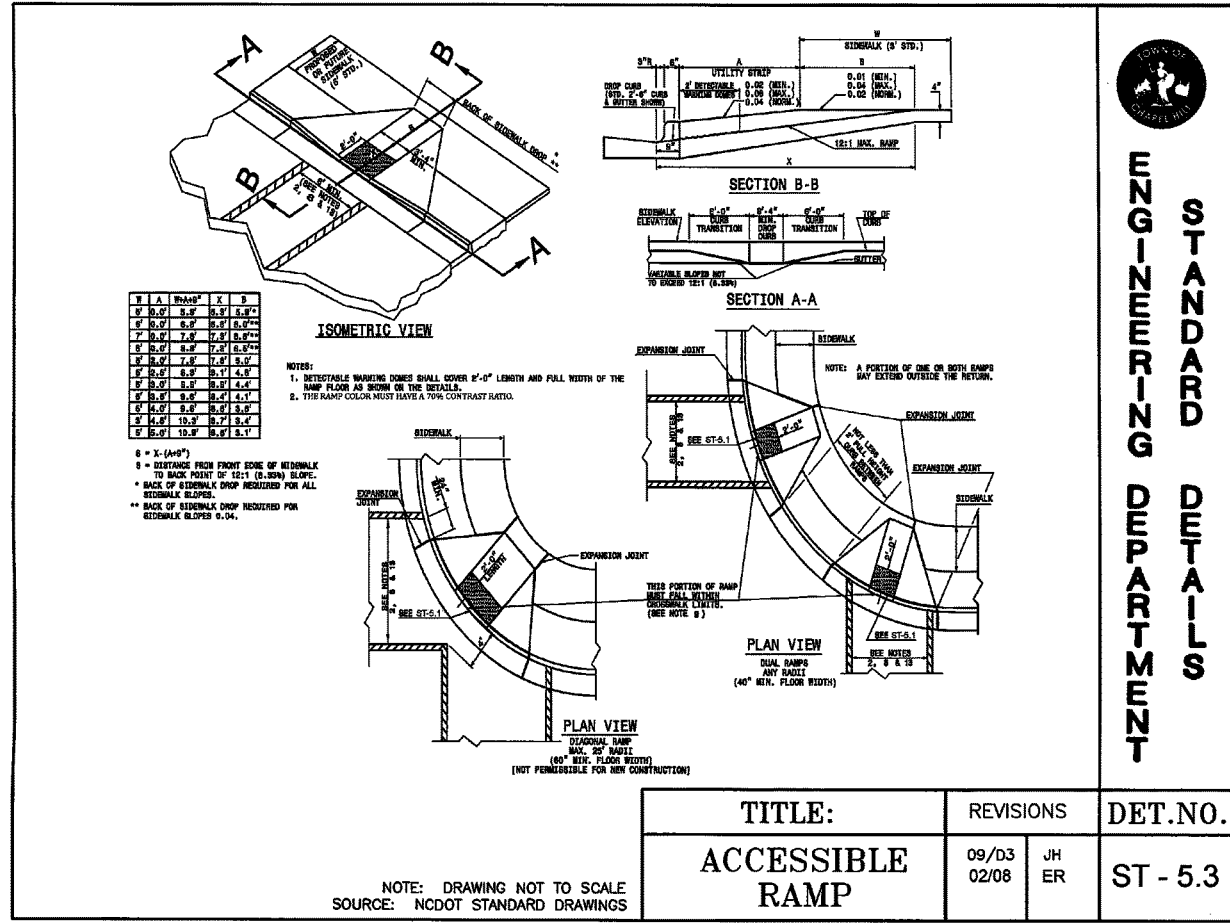
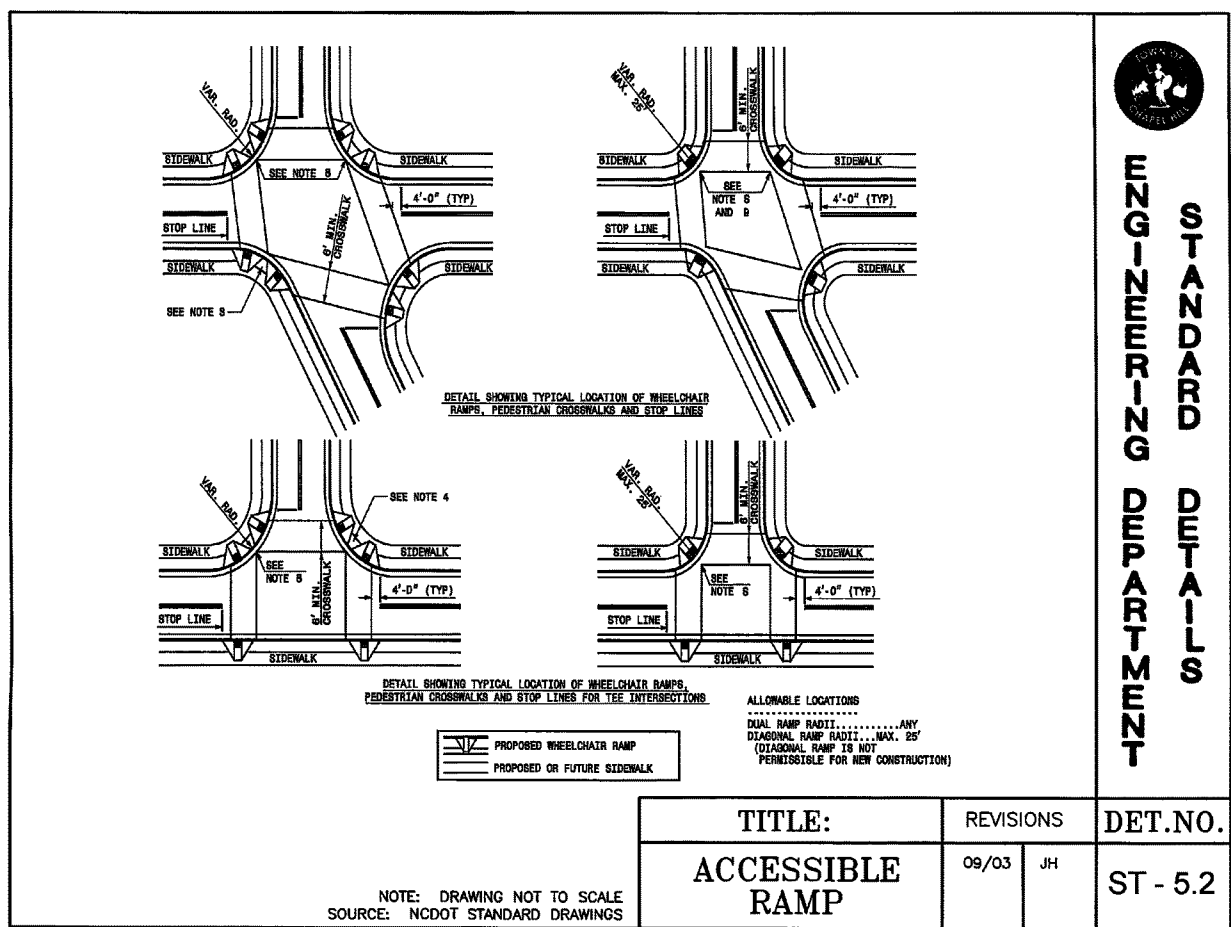
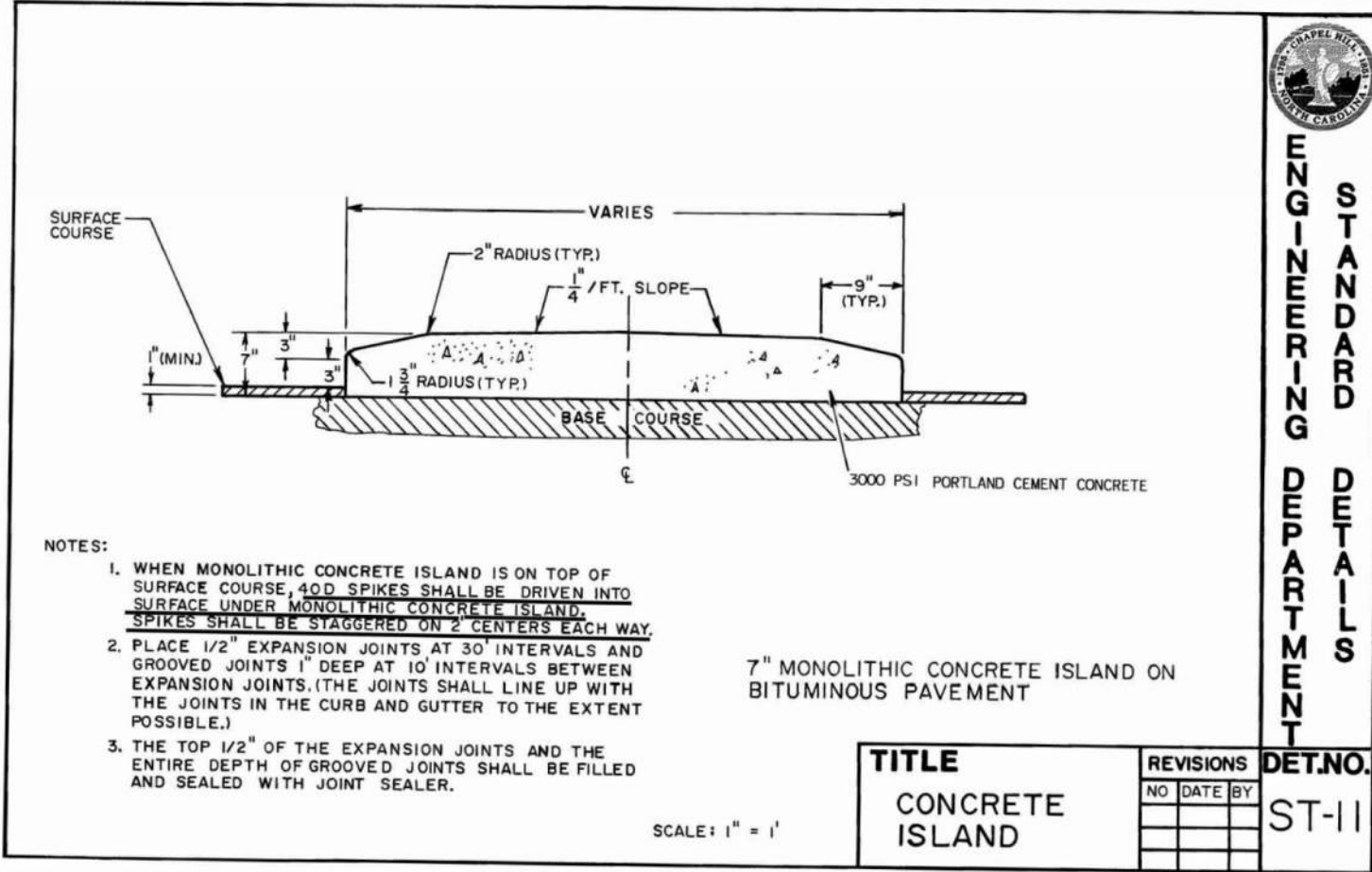
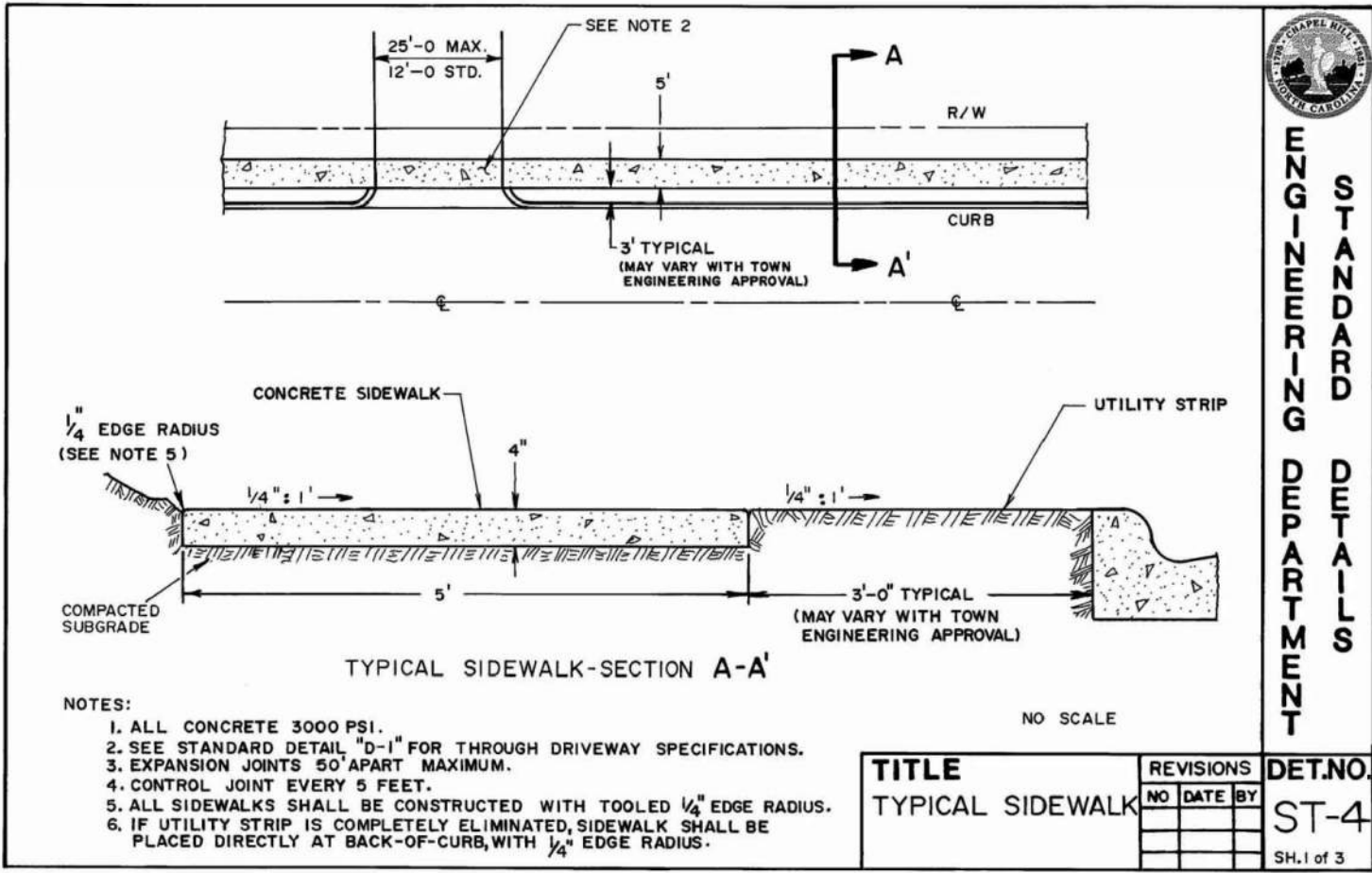
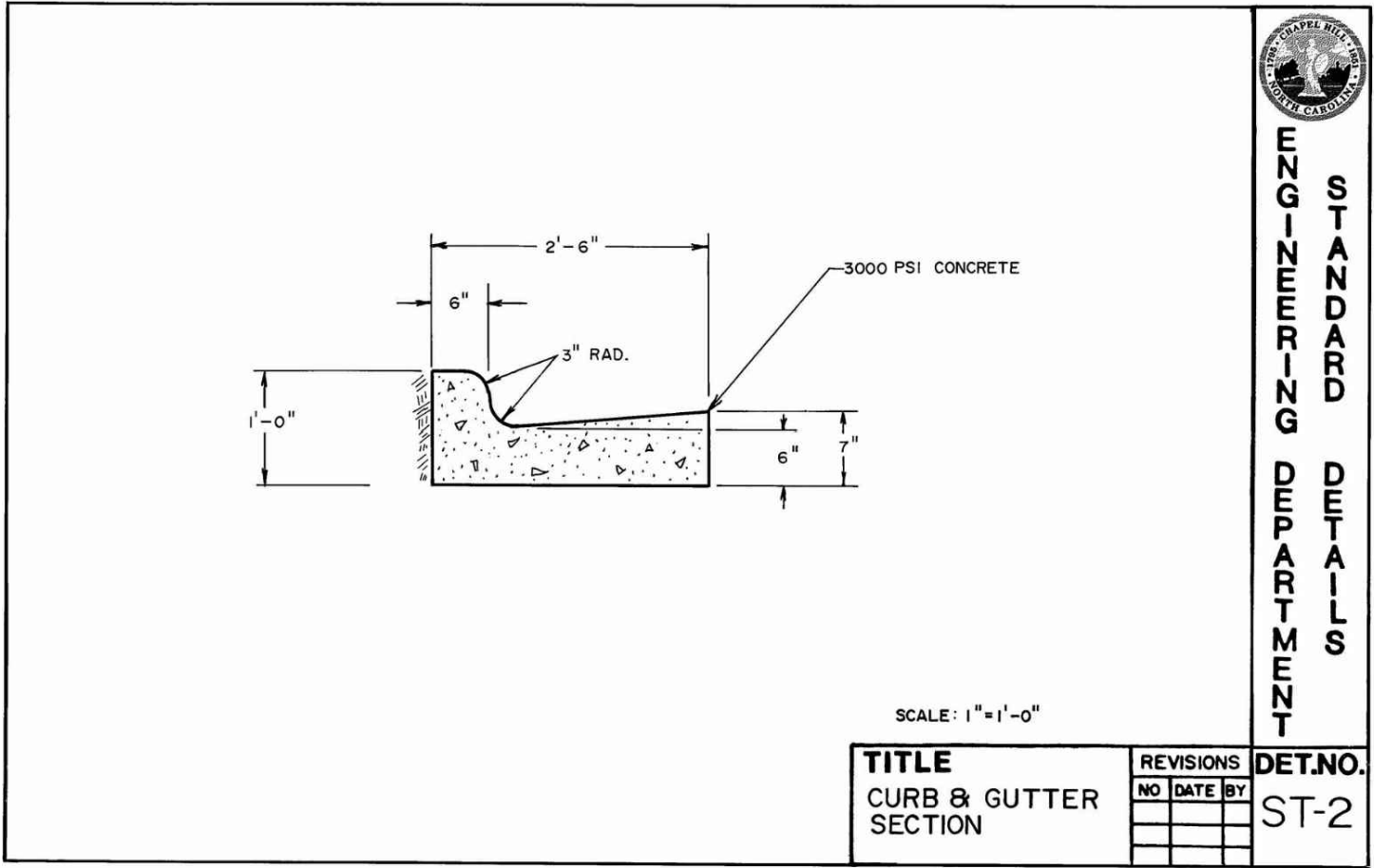
SEE SHEET C0.01 FOR ALL PROJECT, SITE,
GRADING, STORM DRAINAGE AND UTILITY
NOTES

ALL CONSTRUCTION SHALL BE IN
ACCORDANCE WITH THE CURRENT TOWN
OF CHAPEL HILL ENGINEERING DESIGN AND
CONSTRUCTION STANDARDS



GRAPHIC SCALE
0 25 50
1 inch = 50 ft.

PRELIMINARY DRAWING - NOT RELEASED FOR CONSTRUCTION



REVISIONS		
NO.	DATE	REVISION DESCRIPTION
1	11.13.2020	REVISED PER 1ST CZP COMMENTS
2	12.18.2020	REVISED PER 2ND CZP COMMENTS
3	01.29.2021	REVISED PER 3RD CZP COMMENTS

PLAN INFORMATION	
PROJECT NO.	TRG-20000
FILENAME	TRG20000-D1
CHECKED BY	ZNB
DRAWN BY	CJJ
SCALE	N/A
DATE	09.24.2020



NOTE:
SEE STORMWATER IMPACT ANALYSIS (SIA)
FOR MORE INFORMATION REGARDING
VAULT DESIGN.

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PHONE: 919. 884. 7395

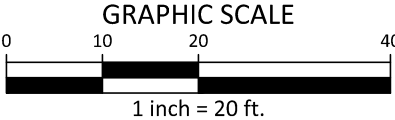
AURA
CONDITIONAL ZONING PERMIT
NORTH ESTES DRIVE
CHAPEL HILL, NORTH CAROLINA, 27516

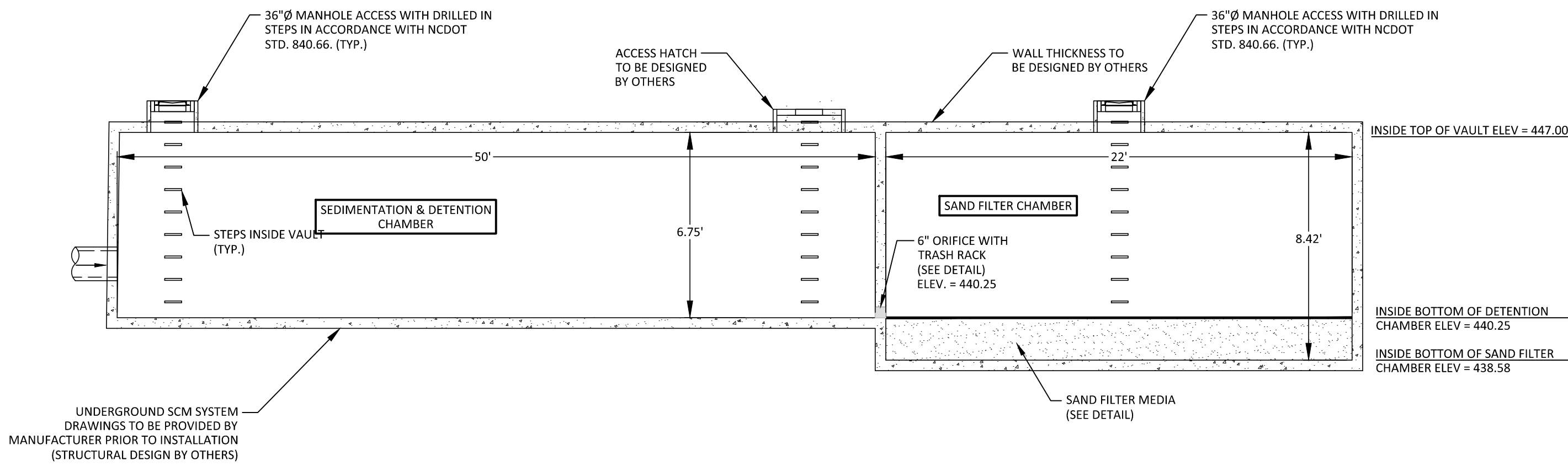
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3	01.29.2021	REVISED PER 3RD CZP COMMENTS

PLAN INFORMATION	
PROJECT NO.	TRG-20000
FILENAME	TRG20000-SWA
CHECKED BY	DCW
DRAWN BY	LK
SCALE	1"=20'
DATE	01.29.2021

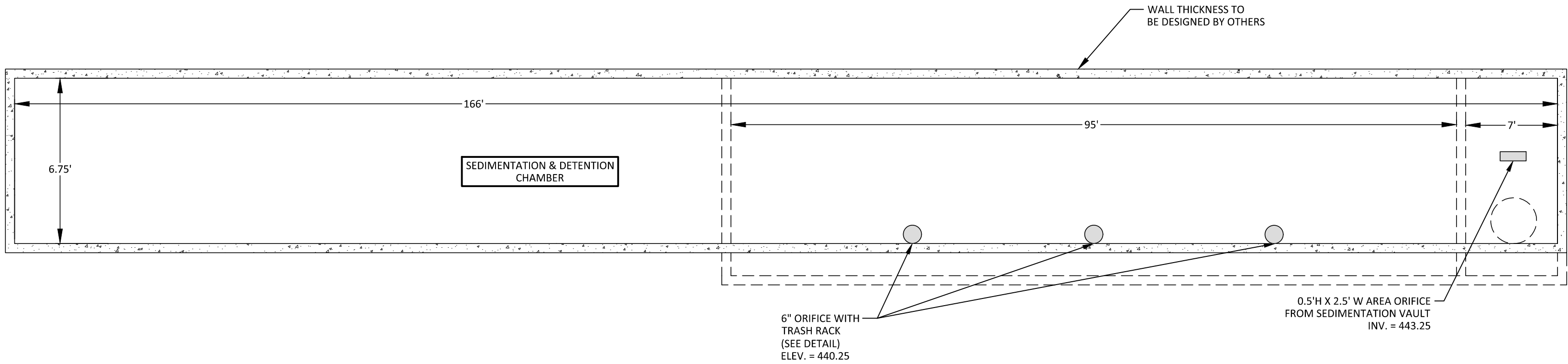
SHEET
STORMWATER CONTROL
MEASURE 'A' PLAN VIEW
C9.00A

UNDERGROUND SAND FILTER & DETENTION SYSTEM 'A' PLAN VIEW
1" = 20'

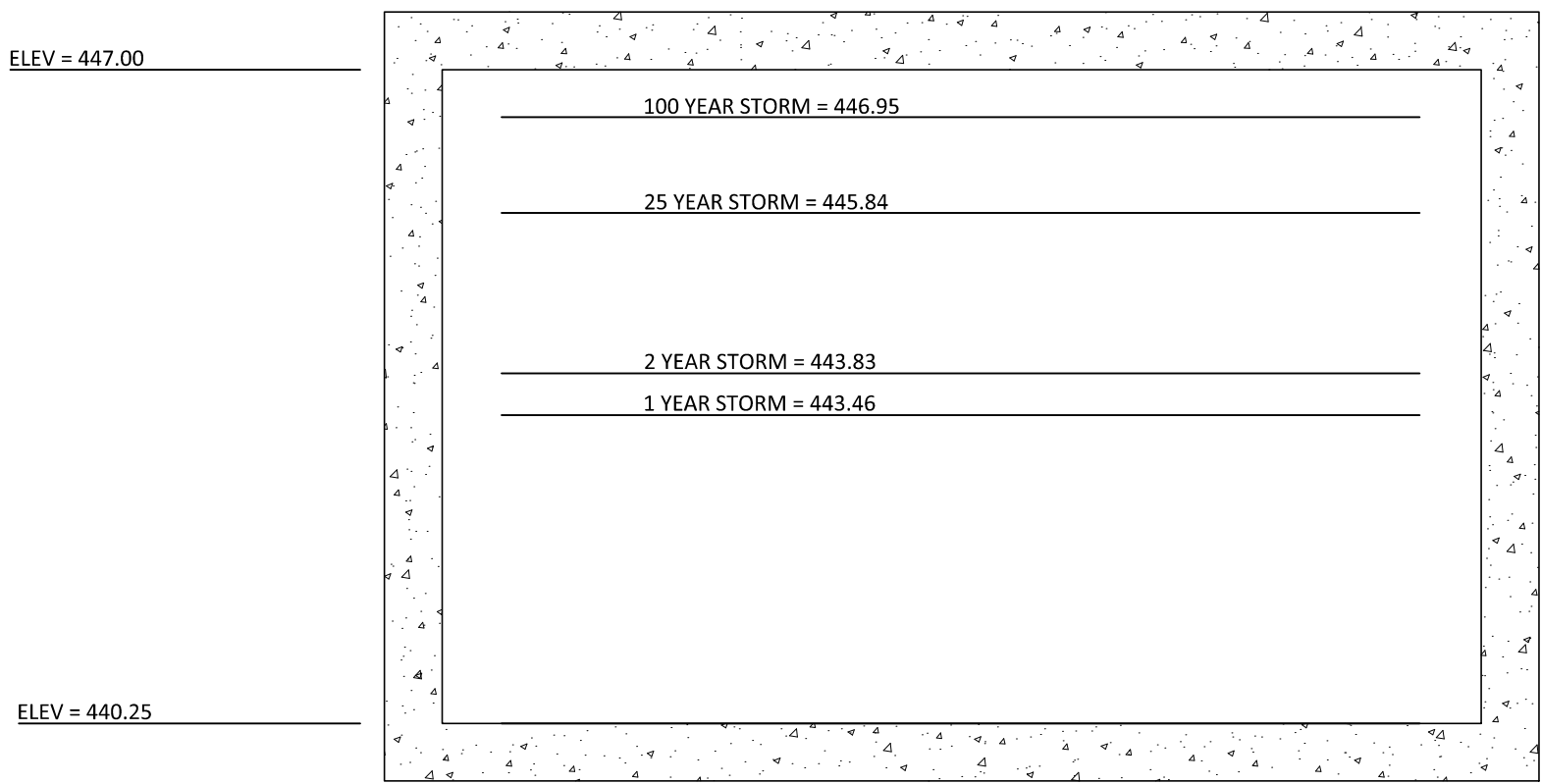




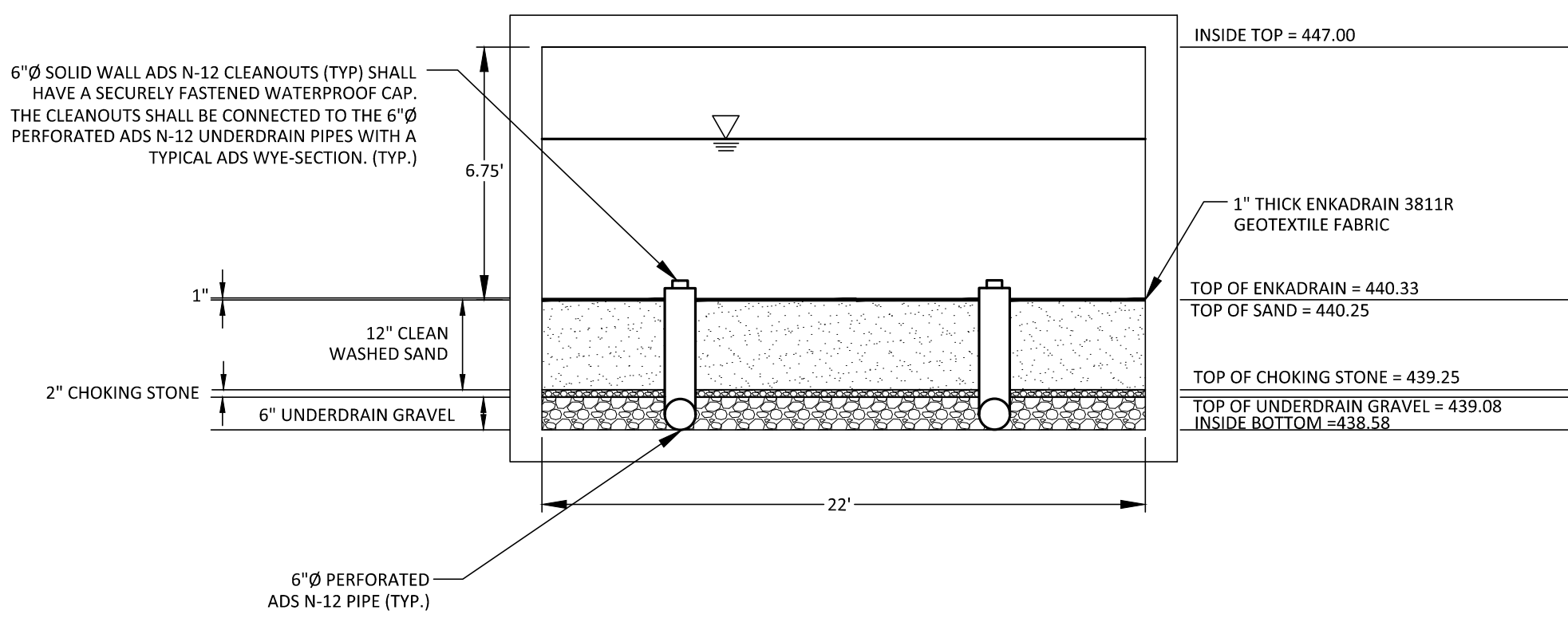
SAND FILTER AND DETENTION VAULT A' - A' PROFILE VIEW
N.T.S.



DETENTION VAULT B' - B' PROFILE VIEW
N.T.S.



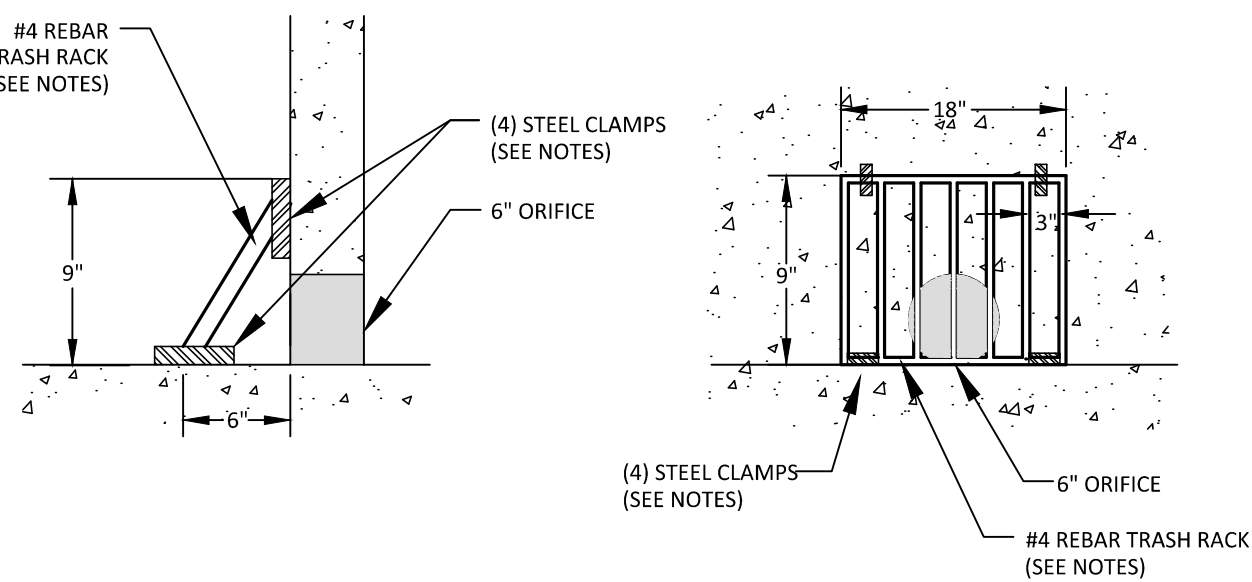
DETENTION VAULT CROSS SECTION
N.T.S.



SAND CHAMBER FILTER MEDIA DETAIL
N.T.S.

NOTES:

1. ATTACH TRASH RACK WITH (4) HOT DIPPED GALVANIZED STEEL CLAMPS. EACH CLAMP ATTACHED TO WEIR BOX BY (2) 4"x1/4" CONCRETE ANCHOR BOLTS. EACH CLAMP SHALL BE COATED WITH AN EPOXY COATING.
2. ALL REBAR TO BE GALVANIZED #4 REBAR WITH AN EPOXY COATING.
3. BAR SPACING TO BE ON-CENTER MEASUREMENT.



6" ORIFICE TRASH RACK DETAIL
N.T.S.

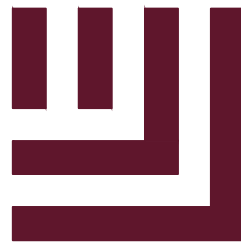
NOTE: THE ONSITE GEOTECHNICAL ENGINEER SHALL CERTIFY ALL COMPONENTS OF THE SAND FILTER.

MATERIAL	SPECIFICATIONS / TEST METHOD	SIZE	NOTES
SAND	CLEAN ASBESTO M-6 OR ASTM C-33 MEDIUM AGGREGATE SAND	0.02" TO 0.04"	SAND SUBSTITUTIONS SUCH AS DIABASE AND GRAYSTONE #30 ARE NOT ACCEPTABLE. NO CALCIUM CARBONATE OR OILY/CLAY SAND SUBSTITUTIONS ARE ACCEPTABLE. NO "ROCK DUST" CAN BE USED FOR SAND.
UNDERDRAIN GRAVEL (6" LAYER UNDER CHOKING STONE)	ASTM C-33	#57 STONE	
CHOKING STONE (2" LAYER BETWEEN SAND AND GRAVEL)	ASTM C-33	#8 STONE	
GEOTEXTILE FABRIC ABOVE SAND LAYER	ENKADRAIN 3811R		ENKADRAIN 3811R OR ENGINEER APPROVED EQUIVALENT TO BE INSTALLED PER MANUFACTURER'S SPECIFICATIONS
UNDERDRAIN PIPING	AASHTO M-252	6" ADS N-12 (DOUBLE WALL HDPE PIPE)	3/8" PERFORATIONS @ 6" ON CENTER, 4 HOLES PER ROW. MINIMUM OF 4" OF GRAVEL OVER PIPES, 1" TOTAL LAYER OF GRAVEL

SAND FILTER MATERIAL SPECIFICATIONS
N.T.S.

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PLAN INFORMATION

PROJECT NO. TRG-20000
FILENAME TRG20000-SWA
CHECKED BY DCW
DRAWN BY LK
SCALE N.T.S.
DATE 12.21.2020

SHEET

STORMWATER CONTROL
MEASURE 'A' DETAILS

C9.01A

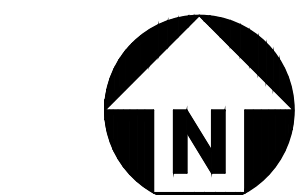
NOTE:
SEE STORMWATER IMPACT ANALYSIS (SIA)
FOR MORE INFORMATION REGARDING
VAULT DESIGN.

315



UNDERGROUND SAND FILTER & DETENTION SYSTEM 'B' PLAN VIEW

1" = 20'



GRAPHIC SCALE
0 10 20 40
1 inch = 20 ft.

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2	12.18.2020	REVISED PER 2ND CZP COMMENTS
3	01.29.2021	REVISED PER 3RD CZP COMMENTS

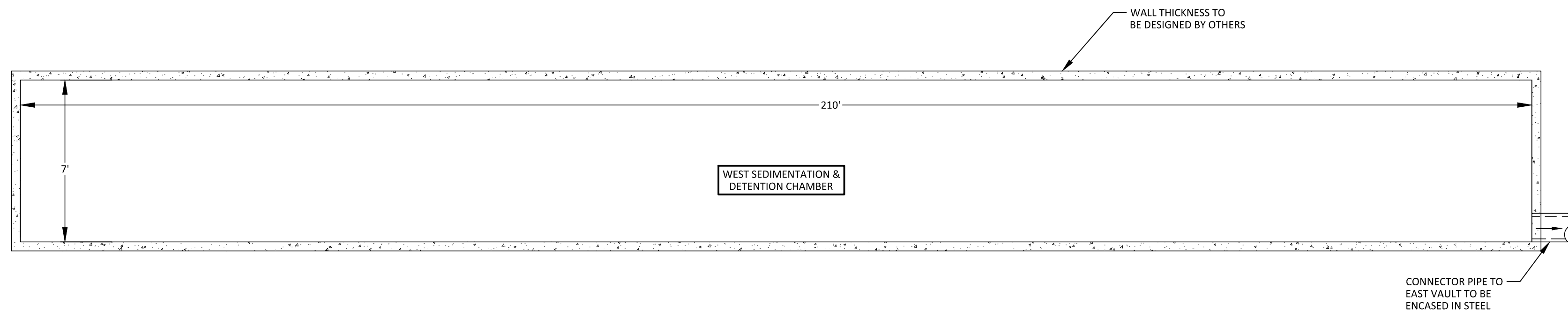
PLAN INFORMATION

PROJECT NO. TRG-20000
FILENAME TRG20000-SWB
CHECKED BY DCW
DRAWN BY LK
SCALE 1"=20'
DATE 01.29.2021

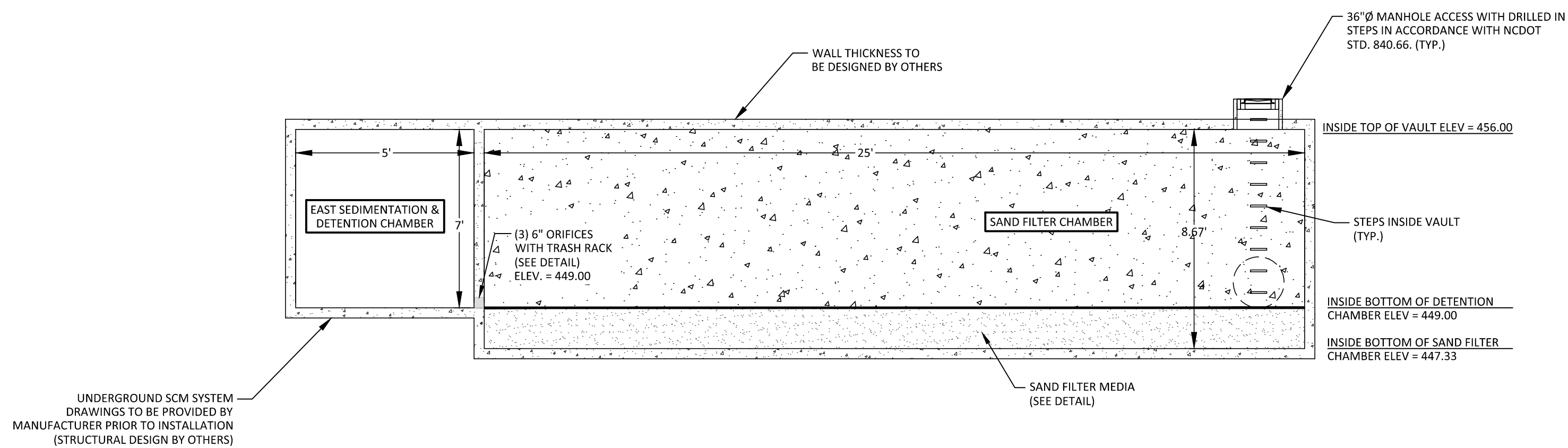
SHEET

STORMWATER CONTROL
MEASURE 'B' PLAN VIEW

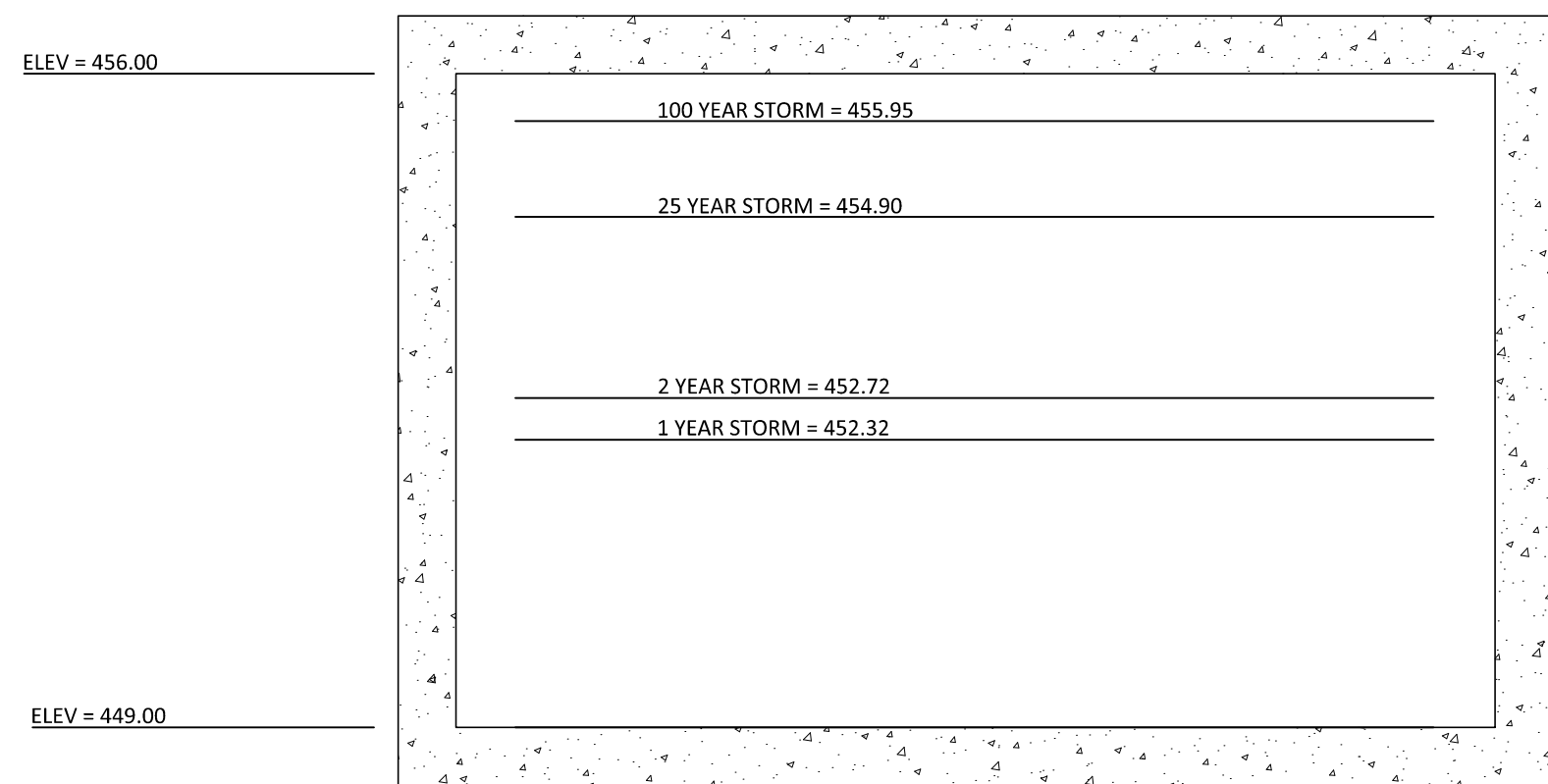
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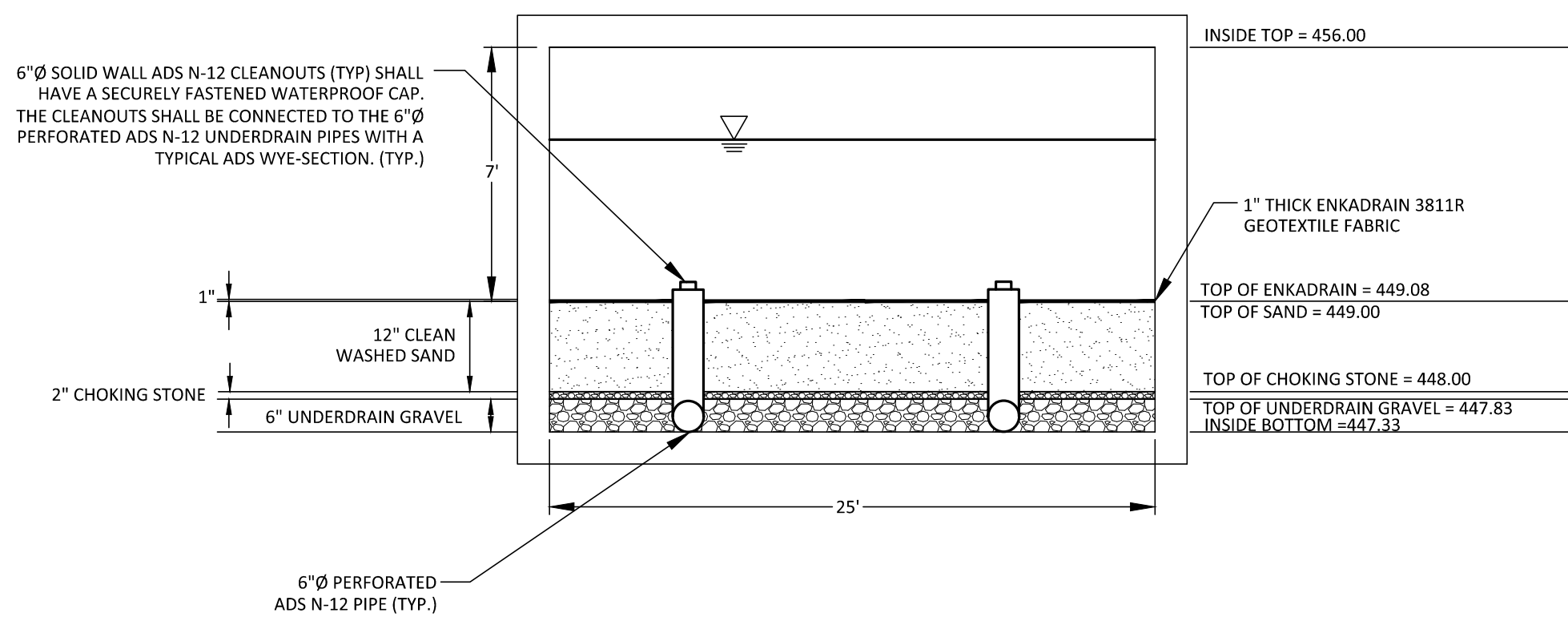
DETENTION VAULT A' - A' PROFILE VIEW
N.T.S.



SAND FILTER AND DETENTION VAULT B' - B' CROSS SECTION VIEW
N.T.S.



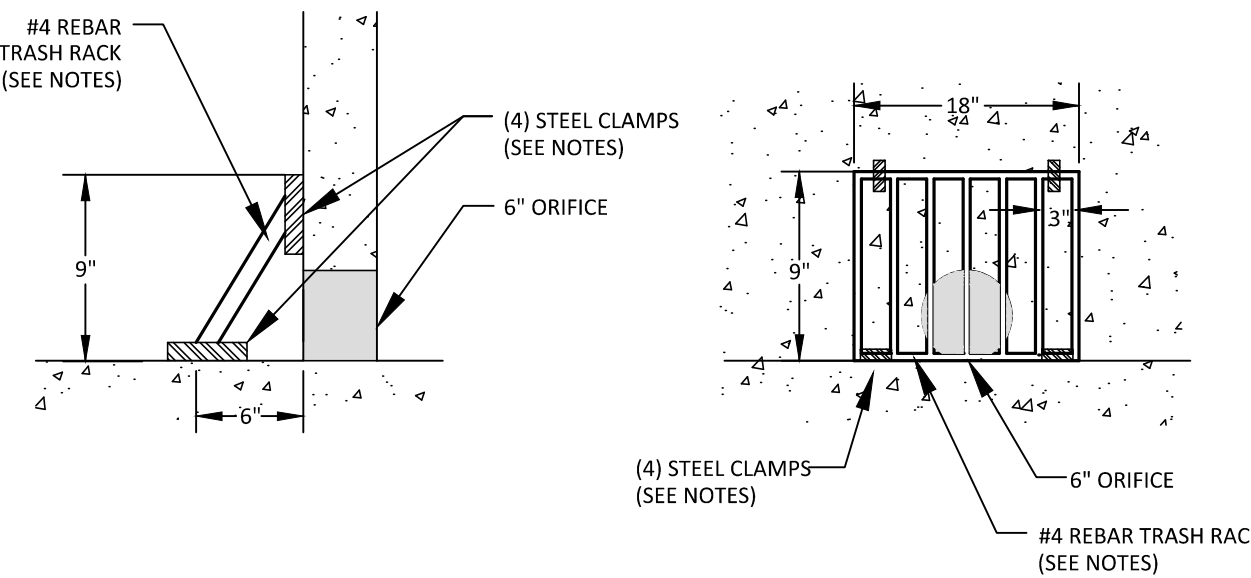
DETENTION VAULT CROSS SECTION
N.T.S.



SAND CHAMBER FILTER MEDIA DETAIL
N.T.S.

NOTES:

1. ATTACH TRASH RACK WITH (4) HOT DIPPED GALVANIZED STEEL CLAMPS. EACH CLAMP ATTACHED TO WEIR BOX BY (2) 4"x1/4" CONCRETE ANCHOR BOLTS. EACH CLAMP SHALL BE COATED WITH AN EPOXY COATING.
2. ALL REBAR TO BE GALVANIZED #4 REBAR WITH AN EPOXY COATING.
3. BAR SPACING TO BE ON-CENTER MEASUREMENT.



6" ORIFICE TRASH RACK DETAIL
N.T.S.

NOTE: THE ONSITE GEOTECHNICAL ENGINEER SHALL CERTIFY ALL COMPONENTS OF THE SAND FILTER.

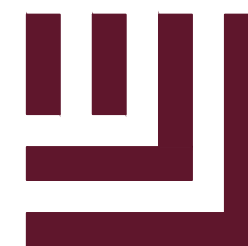
MATERIAL	SPECIFICATIONS / TEST METHOD	SIZE	NOTES
SAND	CLEAN ASBESTO M-6 OR ASTM C-33 MEDIUM AGGREGATE SAND	0.02" TO 0.04"	SAND SUBSTITUTIONS SUCH AS DIABASE AND GRAYSTONE #30 ARE NOT ACCEPTABLE. NO CALCIUM CARBONATE OR OILY/CLAY SAND SUBSTITUTIONS ARE ACCEPTABLE. NO "ROCK DUST" CAN BE USED FOR SAND.
UNDERDRAIN GRAVEL (6" LAYER UNDER CHOKING STONE)	ASTM C-33	#57 STONE	
CHOKING STONE (2" LAYER BETWEEN SAND AND GRAVEL)	ASTM C-33	#8 STONE	
GEOTEXTILE FABRIC ABOVE SAND LAYER	ENKADRAIN 3811R		ENKADRAIN 3811R OR ENGINEER APPROVED EQUIVALENT TO BE INSTALLED PER MANUFACTURER'S SPECIFICATIONS
UNDERDRAIN PIPING	AASHTO M-252	6" ADS N-12 (DOUBLE WALL HDPE PIPE)	3/8" PERFORATIONS @ 6" ON CENTER, 4 HOLES PER ROW. MINIMUM OF 4" OF GRAVEL OVER PIPES, 1" TOTAL LAYER OF GRAVEL

SAND FILTER MATERIAL SPECIFICATIONS
N.T.S.

SEE SHEET C0.01 FOR ALL PROJECT, SITE, GRADING, STORM DRAINAGE AND UTILITY NOTES

ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CURRENT TOWN OF CHAPEL HILL ENGINEERING DESIGN AND CONSTRUCTION STANDARDS

PRELIMINARY DRAWING - NOT RELEASED FOR CONSTRUCTION



McADAMS

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PHONE: 919. 884. 7395

AURA
CONDITIONAL ZONING PERMIT
NORTH ESTES DRIVE
CHAPEL HILL, NORTH CAROLINA, 27516

REVISIONS

NO.	DATE	REVISION DESCRIPTION
1	11. 13. 2020	REVISED PER 1ST CZP COMMENTS
2	12. 18. 2020	REVISED PER 2ND CZP COMMENTS

PLAN INFORMATION

PROJECT NO. TRG-20000
FILENAME TRG20000-SWB
CHECKED BY DCW
DRAWN BY LK
SCALE N.T.S.
DATE 12.21.2020

SHEET

**STORMWATER CONTROL
MEASURE 'B' DETAILS**

C9.01B



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AURA CONDITIONAL ZONING PERMIT NORTH ESTES DRIVE CHAPEL HILL, NORTH CAROLINA, 27516

REVISIONS

- 11.13.2020 REVISED PER 1ST CZP COMMENTS
- 12.17.2020 REVISED PER 2ND CZP COMMENTS

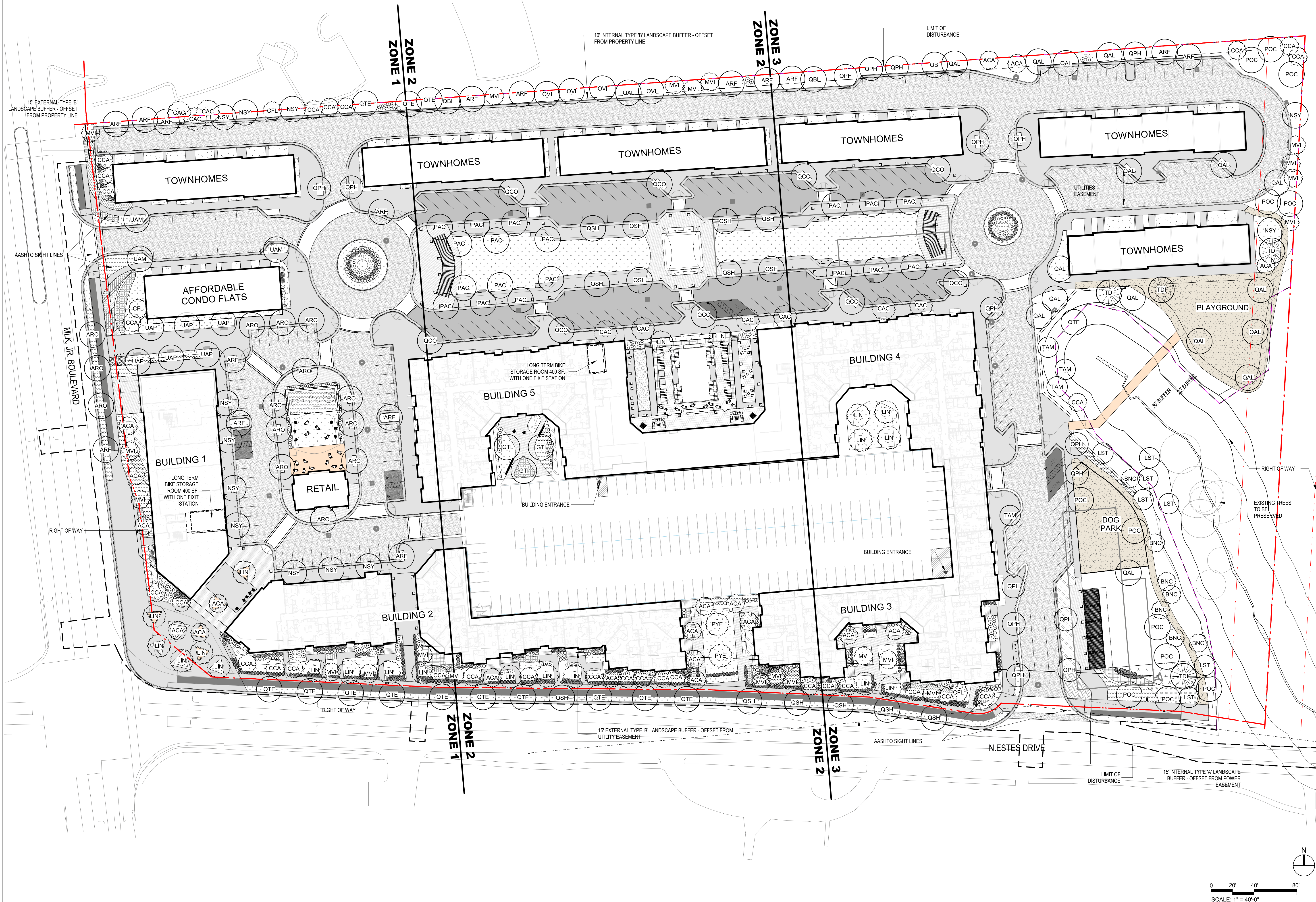
PLAN INFORMATION

PROJECT NO.: Author

SCALE: 1" = 40'-0"
DATE: 09/24/2020

OVERALL SITE PLAN

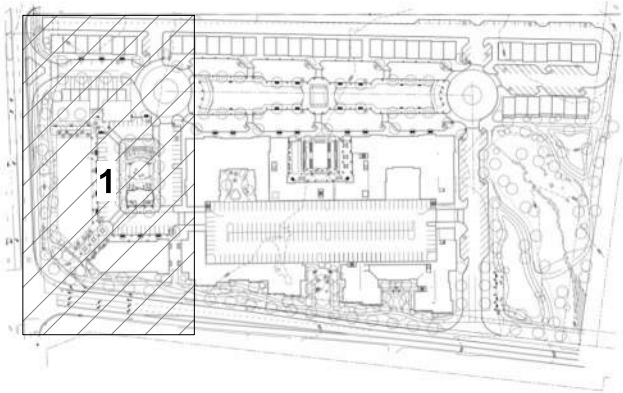
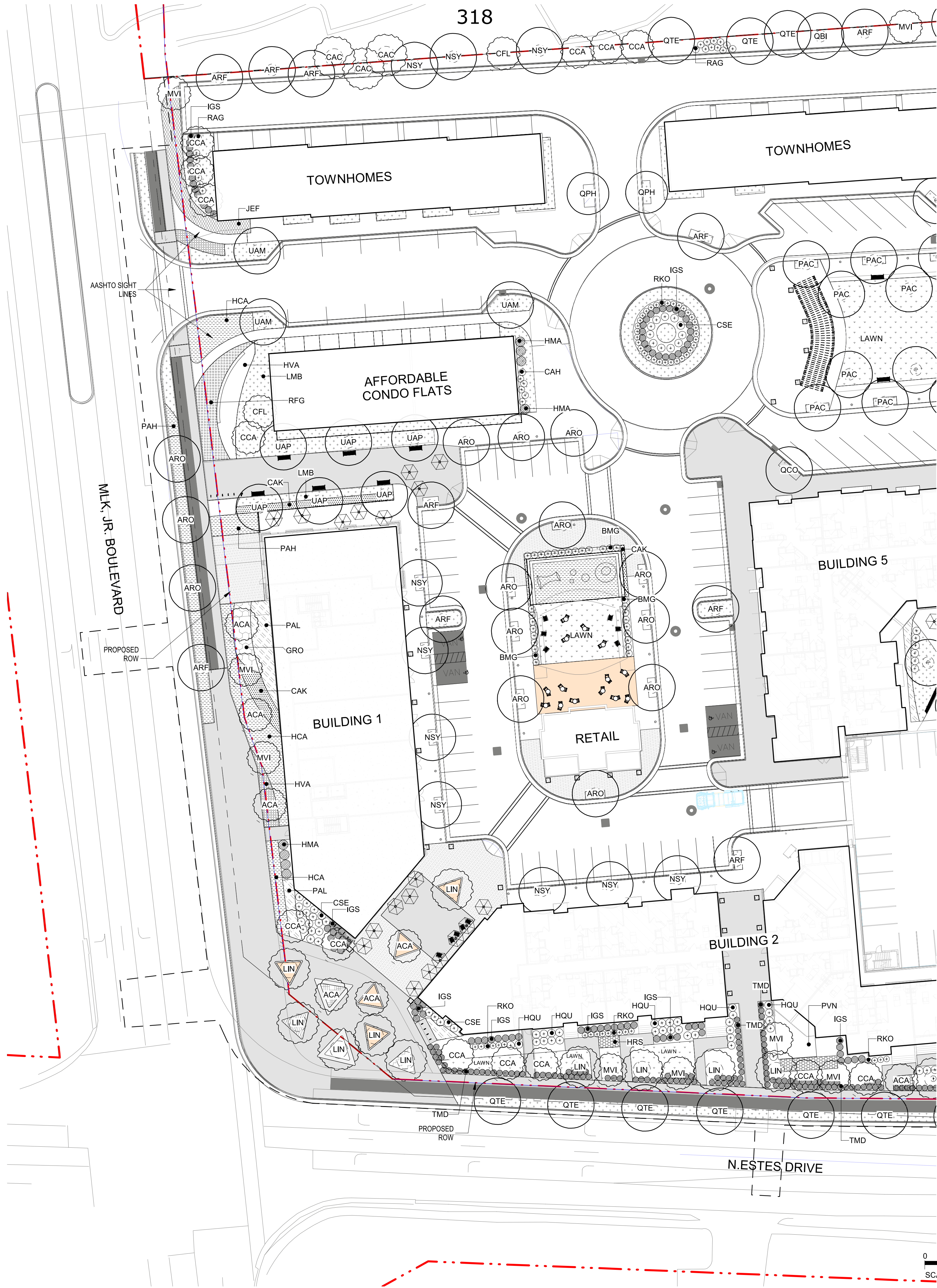
L1.00



TREE SCHEDULE						
PLANT ID	SCIENTIFIC NAME	COMMON NAME	SIZE	ROOT	COMMENTS	COUNT
TREE						
EVERGREEN TREES						
TDI	Taxodium distichum var. distichum	Bald Cypress	2.5" Cal	B&B		5
ORNAMENTAL TREES						
ACA	Amelanchier canadensis	Serviceberry	2.5" Cal	B&B		19
BNC	Betula nigra 'Cully's Improved'	River Birch	2.5" Cal	B&B		7
CCA	Cercis canadensis	Eastern Redbud	2.5" Cal	B&B		30
CFL	Cornus florida	Flowering Dogwood	2.5" Cal	B&B		3
MVI	Magnolia virginiana	Southern Magnolia	2.5" Cal	B&B		21
LIN	Lagerstroemia indica x fauriei 'Natchez'	Natchez Crape Myrtle	3" Cal	B&B		21
ABU	Acer buergerianum	Trident Maple	2.5" Cal	B&B		8
PYE	Prunus x yedoensis	Yoshino Cherry	3" Cal	B&B		3
SHADE TREES						
ARF	Acer rubrum 'Franksred'	Red Sunset Maple	3" Cal	B&B		16
ARO	Acer rubrum 'October Glory'	October Glory Red Maple	3" Cal	B&B		14
CAC	Carpinus carolinana	American Hornbeam	3" Cal	B&B		9
GTI	Gleditsia triacanthos var. inermis 'Shademaster'	Thornless Honeylocust	2.5" Cal	B&B		4
LST	Liquidambar styraciflua 'Rotundiloba'	Seedless Sweetgum	12'-14'	B&B		9
NSY	Nyssa sylvatica 'David Odom'	Columnar Blackgum	3" Cal	B&B		12
OVI	Ostrya virginiana	American Hop Hornbeam	3" Cal	B&B		4
POC	Platanus occidentalis	American sycamore	12'-14'	B&B		12
PAC	Platanus x acerifolia 'Exclamation'	London Planetree	3" Cal	B&B		19
QAL	Quercus alba	White Oak	3" Cal	B&B		17
QBI	Quercus bicolor	Swamp White Oak	3" Cal	B&B		4
QCO	Quercus coccinea	Scarlet Oak	12'-14'	B&B		9
QPH	Quercus phellos 'Hightower'	'Hightower' Willow Oak	12'-14'	B&B		17
QSH	Quercus shumardii	Shumard Oak	3" Cal	B&B		14
QTE	Quercus texana	Nuttall's oak	12'-14'	B&B		14
TAM	Tilia americana	American Linden	2.5" Cal	B&B		4
UAM	Ulmus americana 'Jefferson'	Jefferson American Elm	3" Cal	B&B		3
UAP	Ulmus americana 'Princeton'	Princeton American Elm	3" Cal	B&B		6
Grand total						304
						304

SHRUB SCHEDULE						
PLANT ID	SCIENTIFIC NAME	COMMON NAME	SIZE	ROOT	COUNT	COMMENT S
BMG	Buxus microphylla 'Green Velvet'	Boxwood 'Green Velvet'	#3	Container	48	36" o.c.
CAH	Clethra alnifolia 'Hummingbird'	Sweet Pepperbush	#3	Container	10	36" o.c.
CSE	Cornus sericea	Red Twig Dogwood	#3	Container	68	60" o.c.
HMA	Hydrangea macrophylla	Bigleaf Hydrangea	#3	Container	9	30" - 36" Ht.
HPL	Hydrangea paniculata 'Limelight'	Limelight Hydrangea	#3	Container	11	
HQD	Hydrangea quercifolia 'Sike's Dwarf'	Dwarf Oakleaf Hydrangea	#5	Container	19	30" o.c.
HQU	Hydrangea quercifolia	Oakleaf Hydrangea	#3	Container	65	48" o.c.
IGS	Ilex glabra 'Shamrock'	Inkberry Holly	#3	Container	173	18" - 24" Ht
IVE	Ilex verticillata	Winterberry Holly	#3	Container	33	48" o.c.
IVH	Itea virginica 'Henry's Garnet'	Virginia sweetspire	#3	Container	16	18" - 24" Ht
MPE	Myrica Pensylvanica	Northern Bayberry	#3	Container	4	48"-54" Ht.
PLO	Prunus laurocerasus 'Otto Luyken'	Cherry laurel	#3	Container	6	
RAG	Rhus aromatica 'Grow-low'	Dwarf Sumac 'Gro-low'	#3	Container	37	
RKO	Rosa 'Knockout'	Knockout Rose	#3	Container	103	36" o.c.
RNO	Rosa x Noisemell	'Capelet Rose' Appleblossom'	#3	Container	5	24"-30" spd.
TMD	Taxus x media 'Densiformis'	Dense 'Yew'	#3	Container	316	24" - 30" Ht.
VBC	Viburnum x burkwoodi 'Conoy'	Conoy Viburnum	#3	Container	1	36"-42" Ht.
VCA	Viburnum carlesii	koreanspice Viburnum	#3	Container	1	36"-42" Ht.
VDB	Viburnum dentatum 'Blue muffin'	Arrowwood Viburnum	#3	Container	1	36"-42" Ht.
VDC	Viburnum dentatum 'Christom' Blue Muffin	Blue Muffin Arrowwood Viburnum	#5	Container	19	36" o.c.

PERENNIAL AND ORNAMENTAL GRASS SCHEDULE				
PLANT ID	Common Name	Botanical Name	SPACING (IN.)	COMMENTS
CAK	Feather Reed Grass	Calamagrostis acutiflora 'Karl Foerster'	24"	#1
CMI	Variegated Japanese Sedge	Carex morrowii 'Ice Dance'	18"	#1
CPA	Sweet Autumn Clematis	Clematis paniculata	36"	#1
CPE	Sedge	Carex pensylvanica	12"	#1
EEW	Wind Dancer Lovegrass	Eragrostis elliptoti 'Wind Dancer'	24"	#1
GRO	'Rozanne' Crane's Bill	Geranium 'Rozanne'	18"	#1
HCA	Creeping St. John's Wort	Hypericum calycinum	18"	#1
HRS	Fragrant Hosta	Hosta 'Royal Standard'	30"	#1
HVA	Autumn Bride' Coral Bells	Heuchera villosa 'Autumn Bride'	18"	#1
JEF	Soft Rush	Juncus effusus	24"	#1
LES	Dwarf Shasta Daisy	Leucanthemum x 'Snow Lady'	18"	#1
LMB	Big Blue Lilyturf	Liriope muscari 'Big Blue'	12"	#1
LMV	Variegated Lilyturf	Liriope muscari 'Variegata'	12"	#1
MCA	Muhly Grass	Muhlenbergia capillaris	24"	#1
NFW	Catmint	Nepata x faassenii 'Walker's Low'	18"	#1
PAH	Dwarf Fountain Grass	Pennisetum alopecuroides 'Hameln'	24"	#1
PAL	Fountain Grass	Pennisetum alopecuroides	30"	#1
PAT	Russian Sage	Perovskia atriplicifolia	24"	#1
PVN	'North Wind' Switchgrass	Panicum virgatum 'Northwind'	36"	#1
PVS	'Shenandoah' Switchgrass	Panicum virgatum 'Shenandoah'	36"	#1
RFG	Black-Eyed Susan	Rudbeckia fulgida 'Goldsturm'	18"	#1
SNA	New England Aster	Symphotrichum novae-angliae	18"	#1
SSM	May Night Sage	Salvia x sylvestris 'May Night'	18"	#1
SSS	Little Bluestem	Schizachyrium scoparium 'Standing Ovation'	18"	#1
TCO	Foam Flower	Tiarella cordifolia	18"	#1



KEY PLAN



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REVISIONS

1. 11.13.2020 REVISED PER 1ST CZP COMMENTS
2. 12.17.2020 REVISED PER 2ND CZP COMMENTS

PLAN INFORMATION

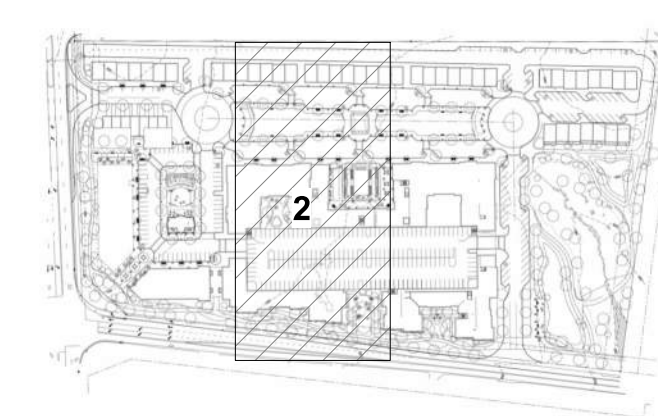
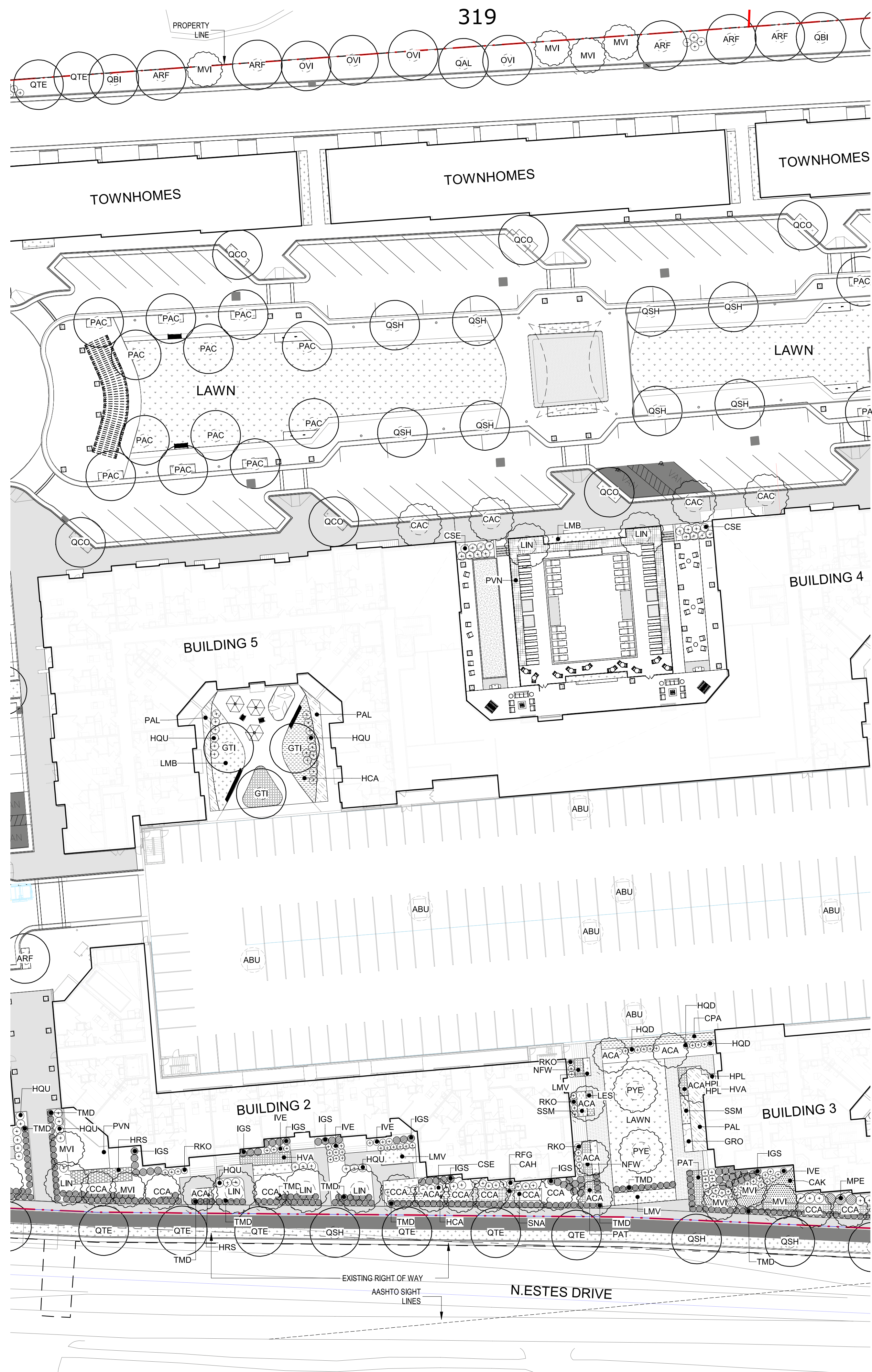
PROJECT NO.: Author

SCALE: As indicated
DATE: 09/24/2020

PLANTING PLAN ZONE 1

L1.01

TREE SCHEDULE						
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Grand total						304
						304



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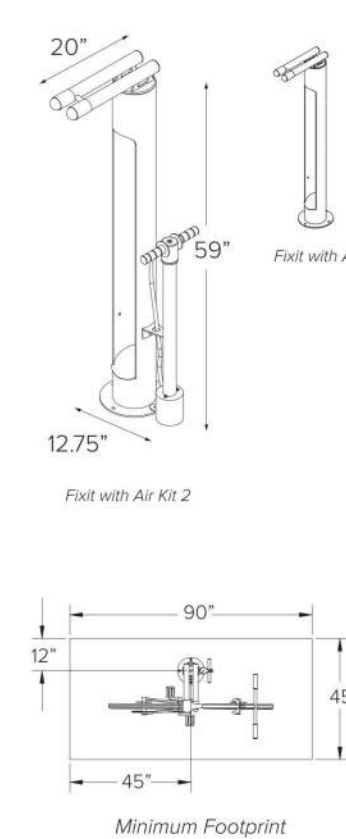
REVISIONS

PLAN INFORMATION

SCALE: As indicated
DATE: 09/24/2020

L1.02

FIXIT
Submittal Sheet



CAPACITY

1 Bike

MATERIALS

Main body: 6"x .354" tube
Blue Hanger: 1.5" x .40" pipe, 1/2" plate
Foot: 10" dia x .25" plate
Tool holders: 5/32" stainless steel cable
Manual air pump
Hand tools:
Phillips and flat head screwdrivers
2.5, 3, 4, 5, 6, 8mm Allen wrenches
Headset wrench
Pedal wrench
8, 9, 10, 11mm box wrenches
Tire levers (2)

FINISHES

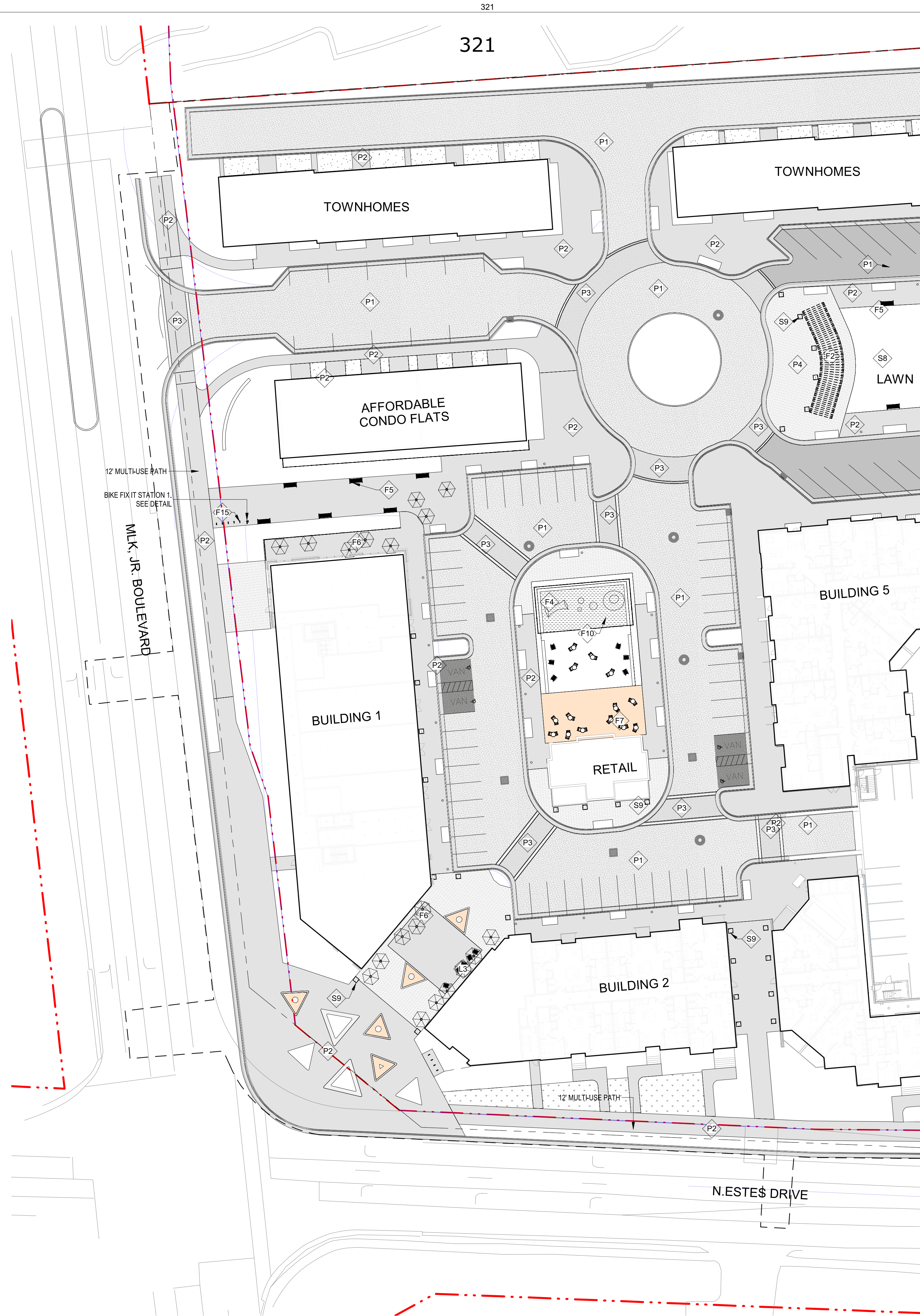
☐ **Galvanized**
An after fabrication hot dipped galvanized finish is our standard option.

☐ **Powder Coat**
Our powder coat finish assures a high level of adhesion and durability by following these steps:
1. Sandblast
2. Epoxy primer electrostatically applied
3. Final thick TSC polyester powder coat

☐ **Stainless**
Stainless Steel: 304 grade stainless steel material finished in either a high polished shine or a satin finish.

MOUNT OPTIONS

☐ **Surface**
Has 10" diameter x .25" foot with four anchors per foot.



STREETSCAPE PLAN KEY NOTES

F2	PERGOLA/SHADE STRUCTURE.
F4	PLAY SCULPTURE/EQUIPMENT.
F5	BENCH SEATING.
F6	UMBRELLA TABLE + CHAIRS.
F7	DINING TABLE + CHAIRS.
F10	ORNAMENTAL FENCE.
F15	BIKE RACK.
L3	STRING LIGHTING.
P1	ASPHALT PAVING.
P2	SCORED CONCRETE PAVING.
P3	CONCRETE UNIT PAVING (VEHICULAR APPLICATION).
P4	CONCRETE UNIT PAVING (PED APPLICATION).
S8	LAWN.
S9	PLANTER POTS.

CLIENT

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REVISIONS

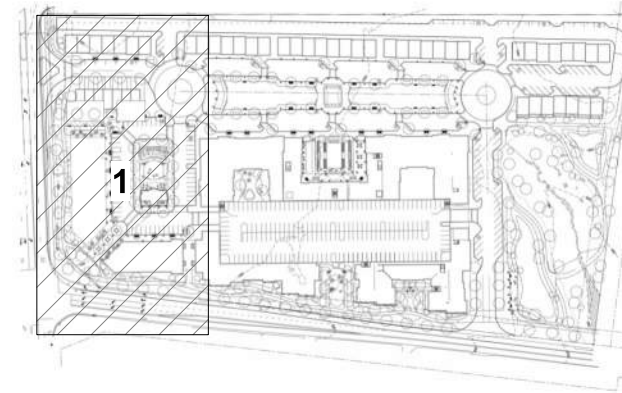
- 11.13.2020 REVISED PER 1ST CZP COMMENTS
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PLAN INFORMATION

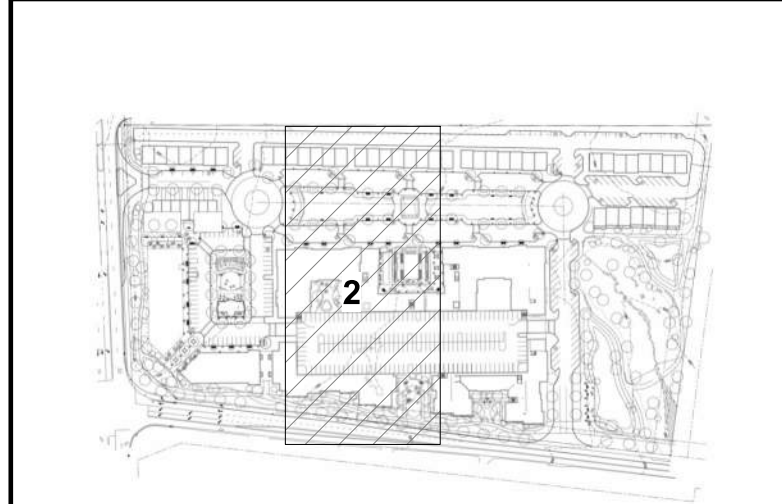
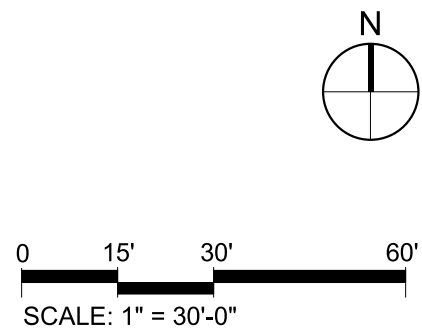
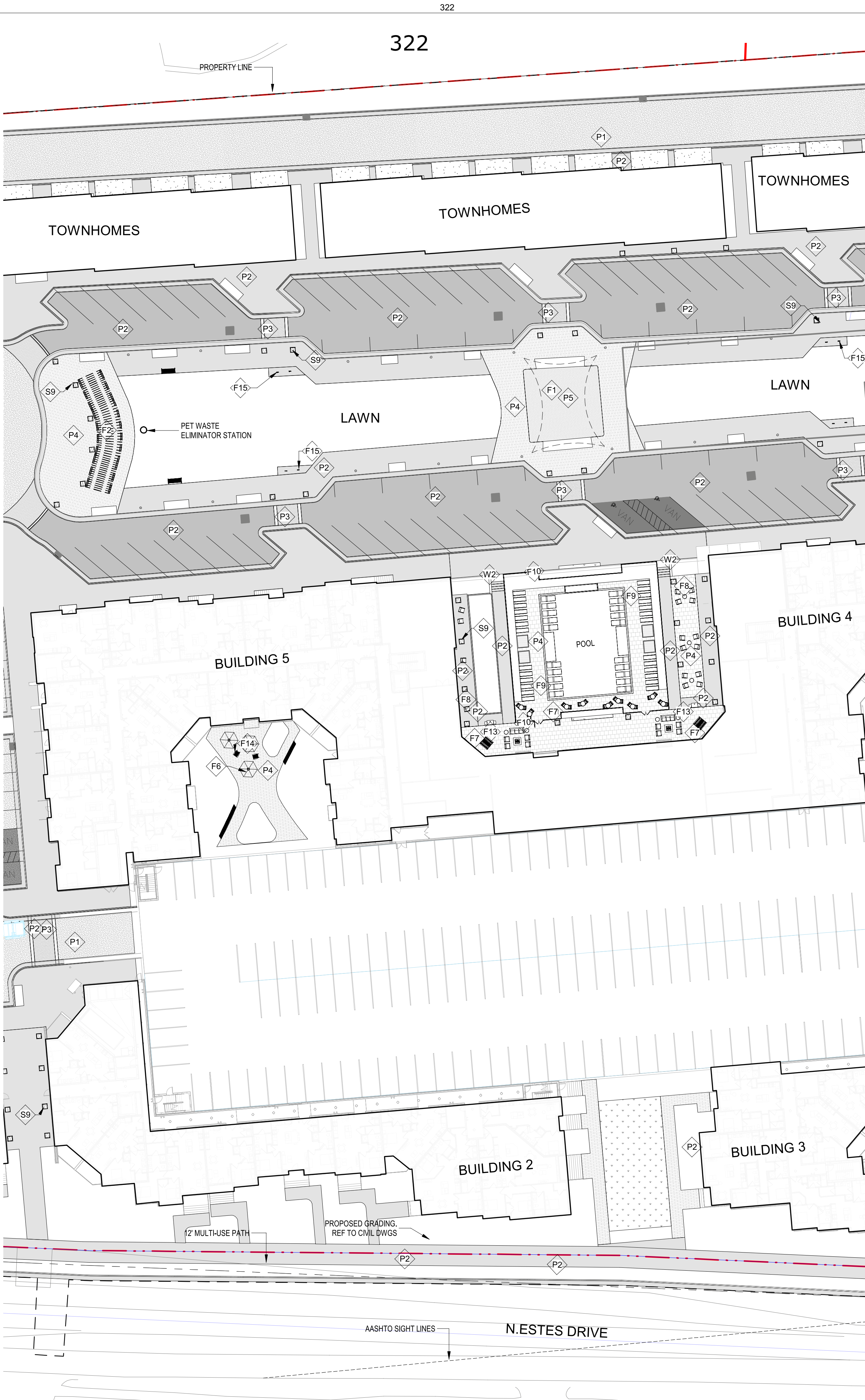
PROJECT NO.: Author

SCALE: As indicated
DATE: 09/24/2020

HARDSCAPE PLAN ZONE 1



KEY PLAN



KEY PLAN

STREETSCAPE PLAN KEY NOTES

F1	STAGE STRUCTURE.
F2	PERGOLA/SHADE STRUCTURE.
F6	UMBRELLA TABLE + CHAIRS.
F7	DINING TABLE + CHAIRS.
F8	SOFT SEATING.
F9	LOUNGE CHAIRS.
F10	ORNAMENTAL FENCE.
F13	GRILLS.
F14	ADIRONDACK CHAIRS.
F15	BIKE RACK.
P1	ASPHALT PAVING.
P2	SCORED CONCRETE PAVING.
P3	CONCRETE UNIT PAVING (VEHICULAR APPLICATION).
P4	CONCRETE UNIT PAVING (PED APPLICATION).
P5	CROSSWALK UNIT PAVING (VEHICULAR APPLICATION).
S9	PLANTER POTS.
W2	SITE STAIR.



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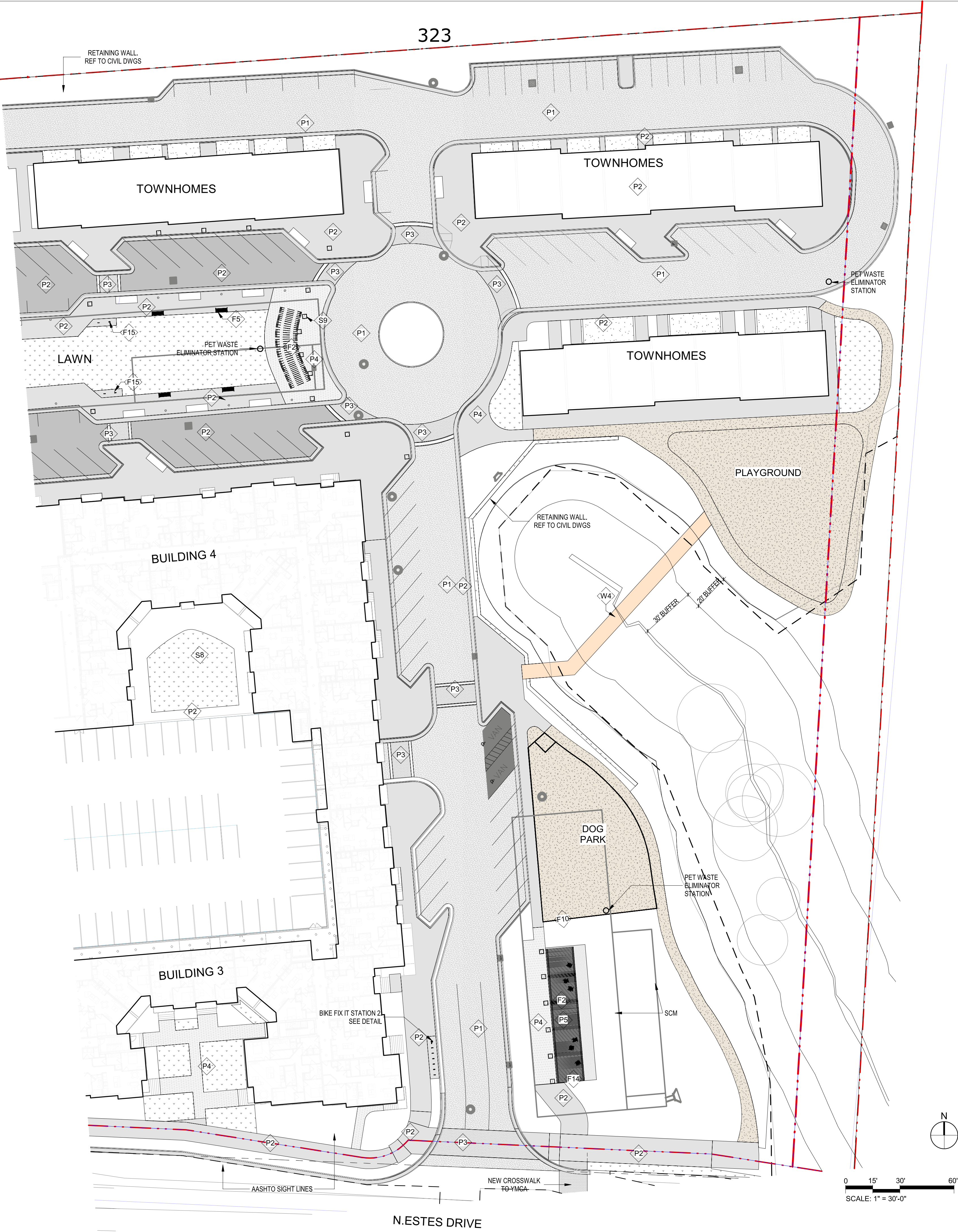
PLAN INFORMATION

PROJECT NO.: Author

SCALE: As indicated
DATE: 09/24/2020

HARDSCAPE PLAN ZONE 2

L1.05



STREETSCAPE PLAN KEY NOTES

F2	PERGOLA/SHADE STRUCTURE.
F5	BENCH SEATING.
F10	ORNAMENTAL FENCE.
F14	ADIRONDACK CHAIRS.
F15	BIKE RACK.
P1	ASPHALT PAVING.
P2	SCORED CONCRETE PAVING.
P3	CONCRETE UNIT PAVING (VEHICULAR APPLICATION).
P4	CONCRETE UNIT PAVING (PED APPLICATION).
P5	CROSSWALK UNIT PAVING (VEHICULAR APPLICATION).
S8	LAWN.
S9	PLANTER POTS.
W4	BOARDWALK/BRIDGE.

CLIENT
TRINISC RESIDENTIAL GROUP
110 CORCORAN STREET, 5TH FLOOR
DURHAM, NORTH CAROLINA, 27701
PHONE:919.884.7395

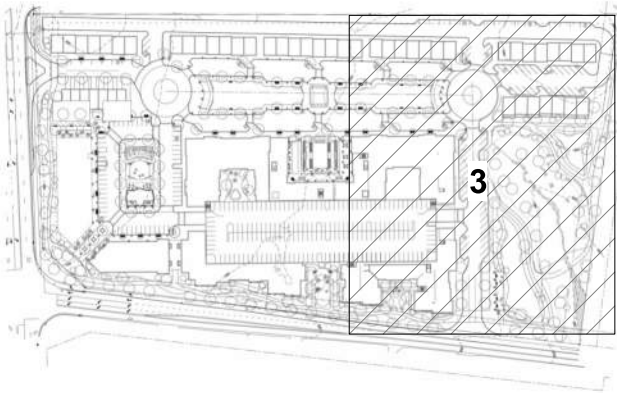
AURA
CONDITIONAL ZONING PERMIT
NORTH ESTES DRIVE
CHAPEL HILL, NORTH CAROLINA, 27516

- REVISIONS
1. 11.13.2020 REVISED PER 1ST CZP COMMENTS
 2. 12.17.2020 REVISED PER 2ND CZP COMMENTS

PLAN INFORMATION
PROJECT NO.: Author

SCALE: As indicated
DATE: 09/24/2020

HARDSCAPE PLAN ZONE 3



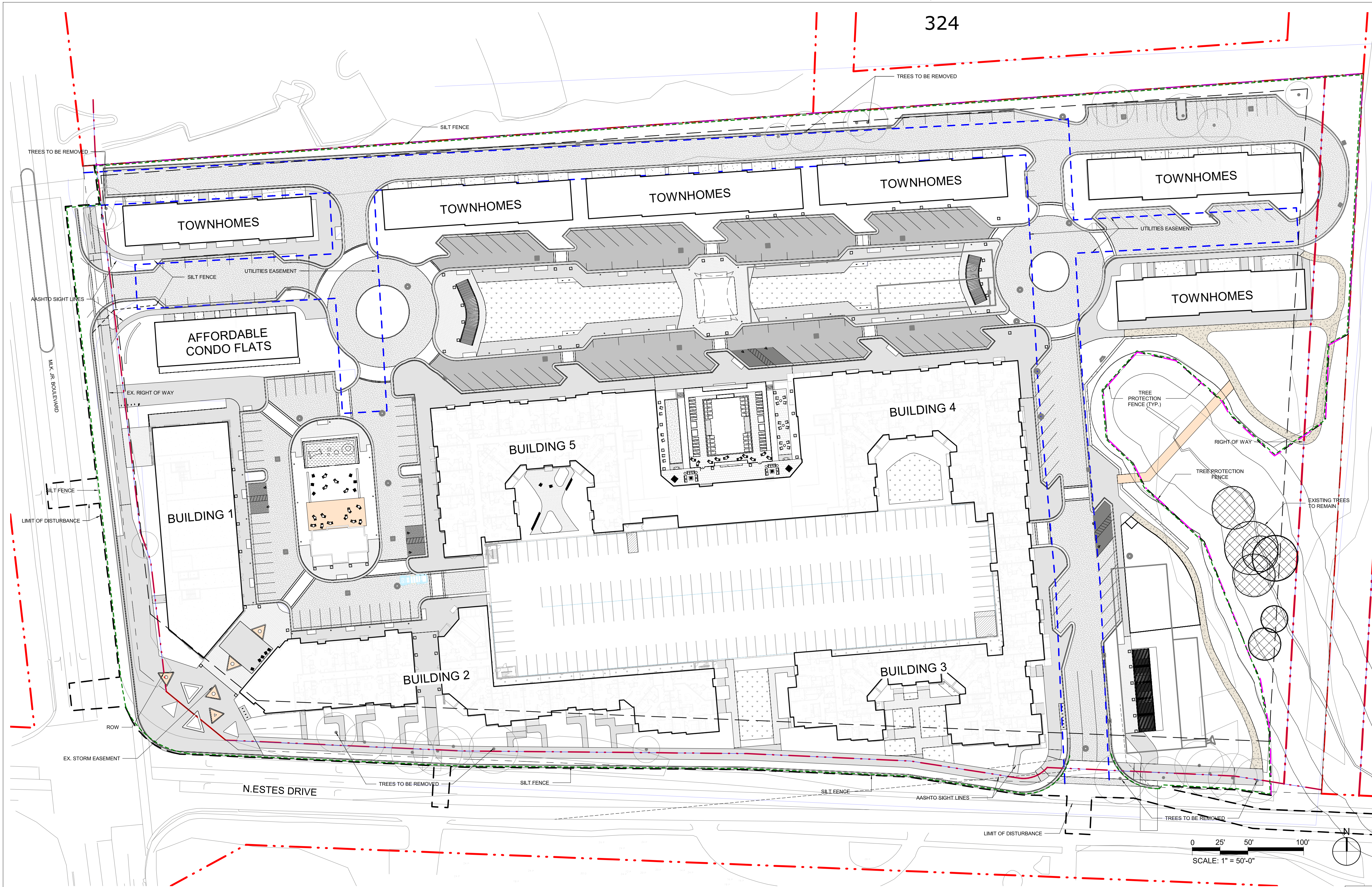
KEY PLAN



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LEGEND

- CRITICAL ROOT ZONE
- TREE PROTECTION AREA BOUNDED BY TREE PROTECTION FENCE
- TREES TO BE REMOVED
- SILT FENCE
- LIMITS OF DISTURBANCE
- TREE PROTECTION FENCE

TREE CANOPY CALCULATIONS:

- RARE TREES - 0
- SIGNIFICANT TREE STANDS - NONE (refer to Tree Evaluation Report)
- SPECIMEN TREES - 32
- TREES TO BE PROTECTED - 8
- TREES TO BE REMOVED - 24
- LOT SIZE - 640,973 SQF
- NET LOT SIZE (excl. easements and ROW's) - 511,267 SQF
- 40% REQUIRED CANOPY COVERAGE (MIXED USE) - 204,507 SQF
- AREA OF EXISTING CANOPY PROTECTED - 5,373 SQF
- CANOPY DEFICIT - 199,134 SQF
- REPLACEMENT TREES REQUIRED (as per Section 5.7.2) - 398
- REPLACEMENT TREES PROPOSED - 298

NOTES:

- Prior to the commencement of any activities requiring a zoning compliance permit, a **pre-construction conference** with the town's urban forester or landscape architect shall take place to review procedures for protection and management of all protected landscape elements identified on the landscape protection plan.
- On-site supervision:** The owner will designate landscape protection supervisors one or more persons who have completed instruction in landscape protection procedures with the town.
 - It is the duty of the landscape protection supervisor to ensure the protection of new or existing landscape elements, as defined in the landscape protection plan. The approved landscape protection supervisor shall supervise all site work to assure that development activity conforms to provisions of the approved landscape protection plan. At least one (1) identified landscape protection supervisor shall be present on the development site at all times when activity that could damage or disturb soil and adjacent landscape elements occurs such as:
 - Clearing and grubbing;
 - Any excavation, grading, trenching or moving of soil;
 - Removal, installation, or maintenance of all landscape elements and landscape protection devices; or
 - Delivery, transporting, and placement of construction materials and equipment on site.

TREE PROTECTION PLAN
1" = 50'-0"

1

NO ENTRY

Tree Protection Area
Storage of fill, construction
debris or chemicals
prohibited.
Barriers may not be removed
or altered without City
Urban Forester written
approval.

SIGN ENLARGEMENT

NOTES:

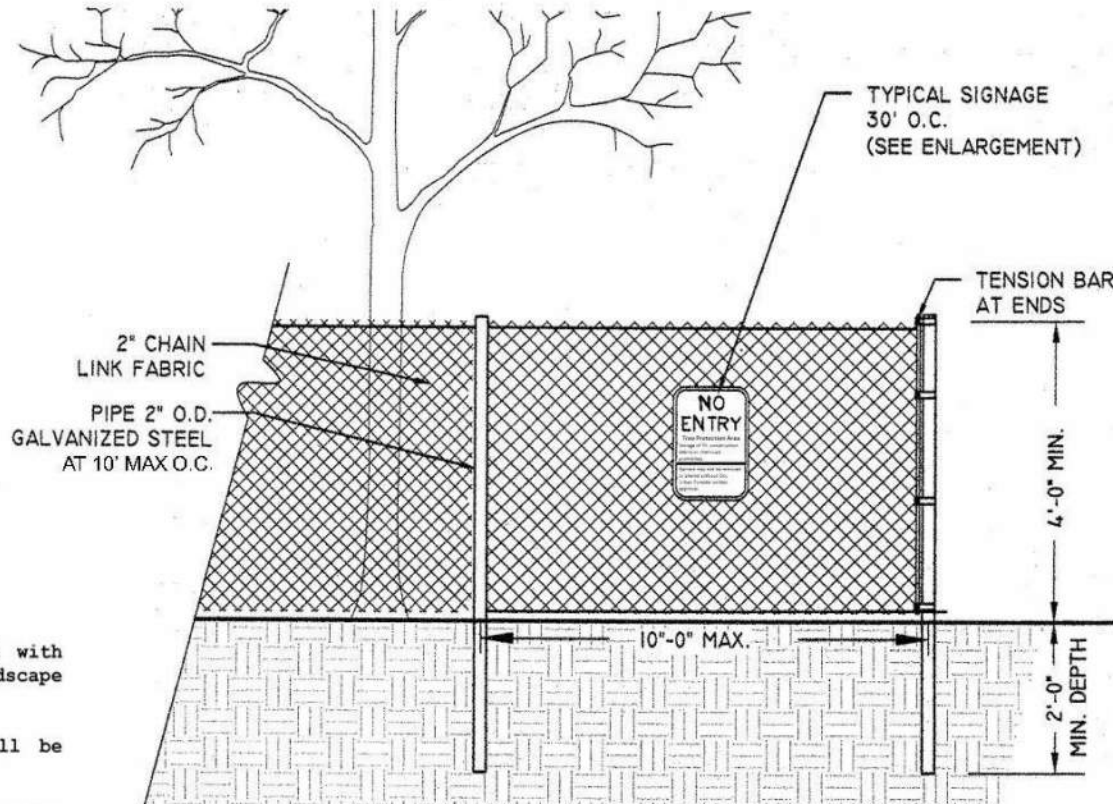
- TREE PROTECTION FENCE (TPF) SHALL BE INSTALLED PRIOR TO ANY SITE WORK, CLEARING OR DEMOLITION.
- TPF SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION.

A pre-construction conference shall be held with the project manager and the Town's Landscape Architect before any site work begins.

Any tree roots exposed by construction shall be severed cleanly with a pruning tool.

The soil within the protected area around existing trees shall not be driven upon after fence removal for the purpose of installing landscaping.

4' CHAIN LINK TREE PROTECTION FENCE
ELEVATION



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PLAN INFORMATION

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SCALE: As indicated
DATE: 09/24/2020

TREE PROTECTION PLAN

L2.00



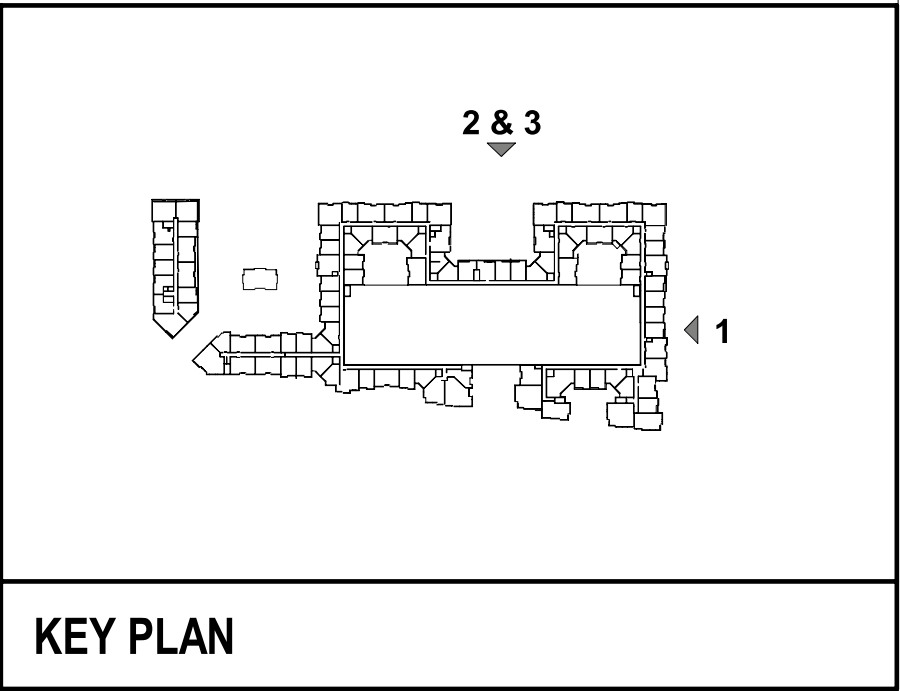
BUILDING 1 - EAST ELEVATION
1/16" = 1'-0" **1**



BUILDING 1 - NORTH ELEVATION 1
1/16" = 1'-0" **2**



BUILDING 1 - NORTH ELEVATION 2
1/16" = 1'-0" **3**



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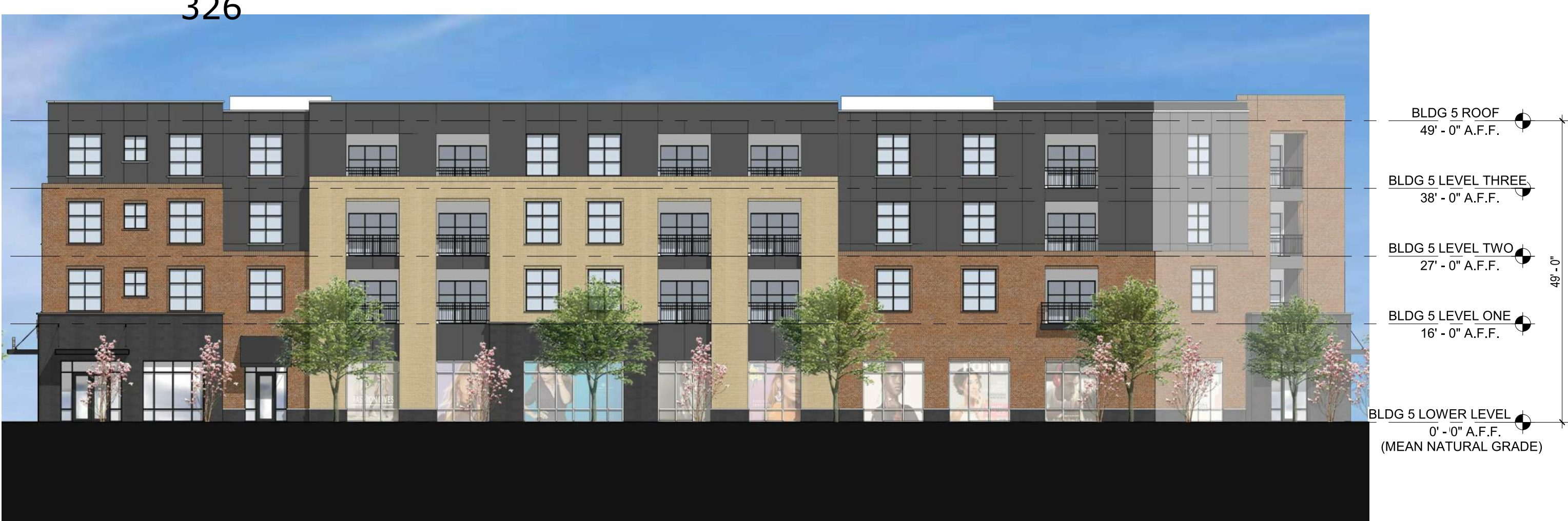
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ELEVATIONS
A5.00



BUILDING 5 - EAST ELEVATION
1/16" = 1'-0" 1



BUILDING 5 - WEST ELEVATION
1/16" = 1'-0" 2



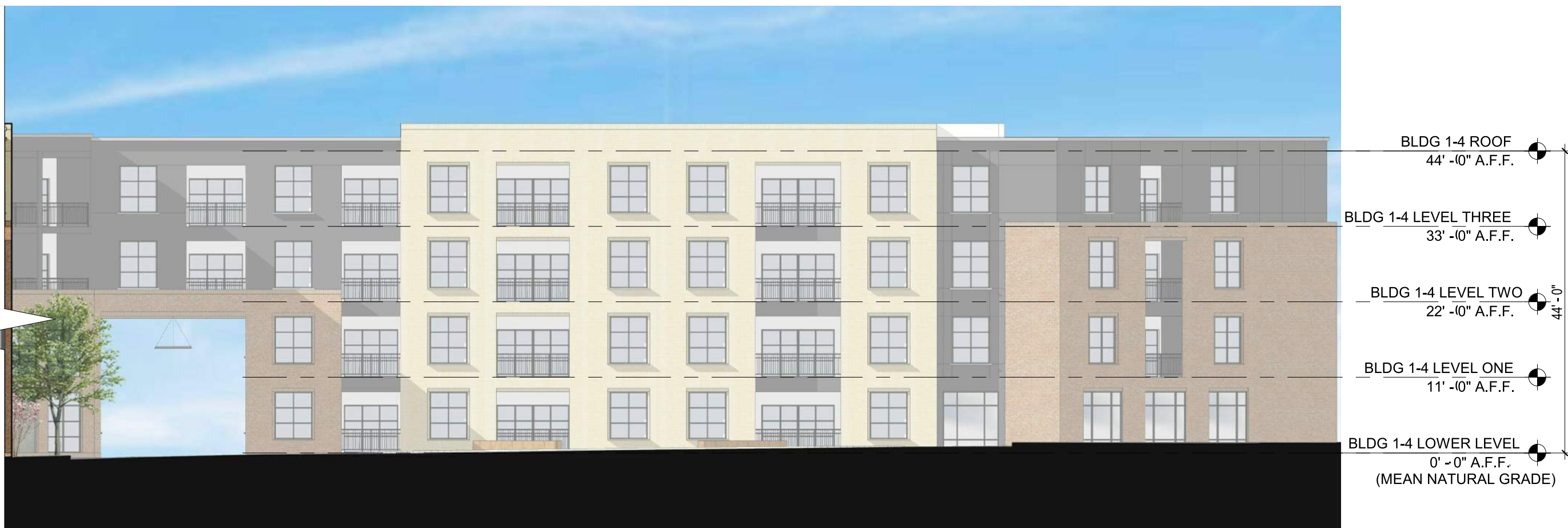
BUILDING 6 - EAST ELEVATION
1/16" = 1'-0" 3



BUILDING 6 - NORTH ELEVATION
1/16" = 1'-0" 4



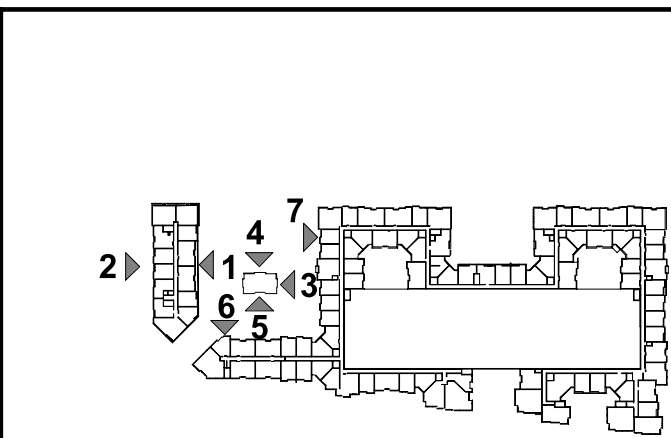
BUILDING 6 - SOUTH ELEVATION
1/16" = 1'-0" 5



BUILDING 1 - PLAZA NORTH
1/16" = 1'-0" 6



BUILDING 1 - WEST ELEVATION
1/16" = 1'-0" 7



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ELEVATIONS

A5.01



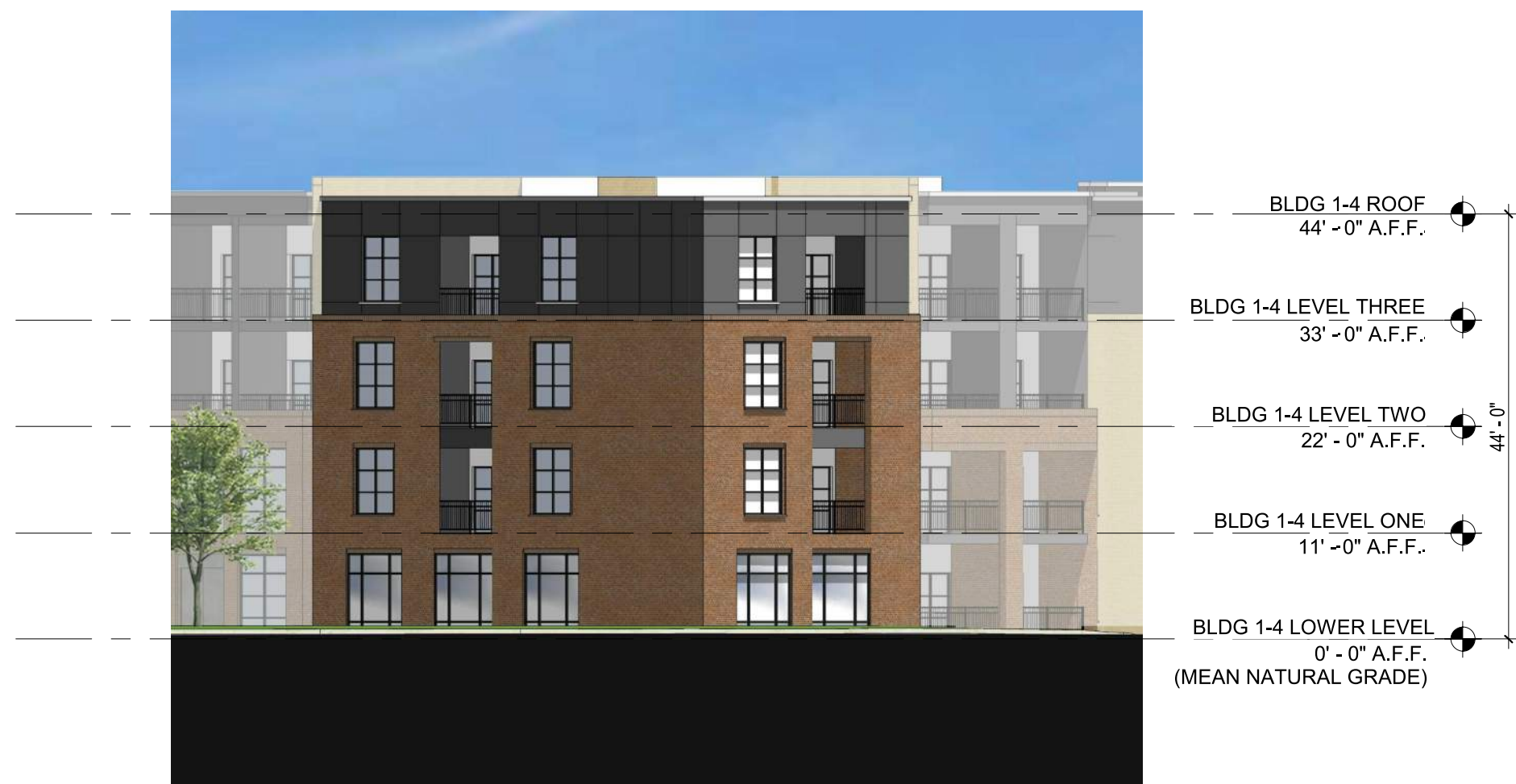
BUILDING 1 - SOUTH ELEVATION 2
1/16" = 1'-0"

1



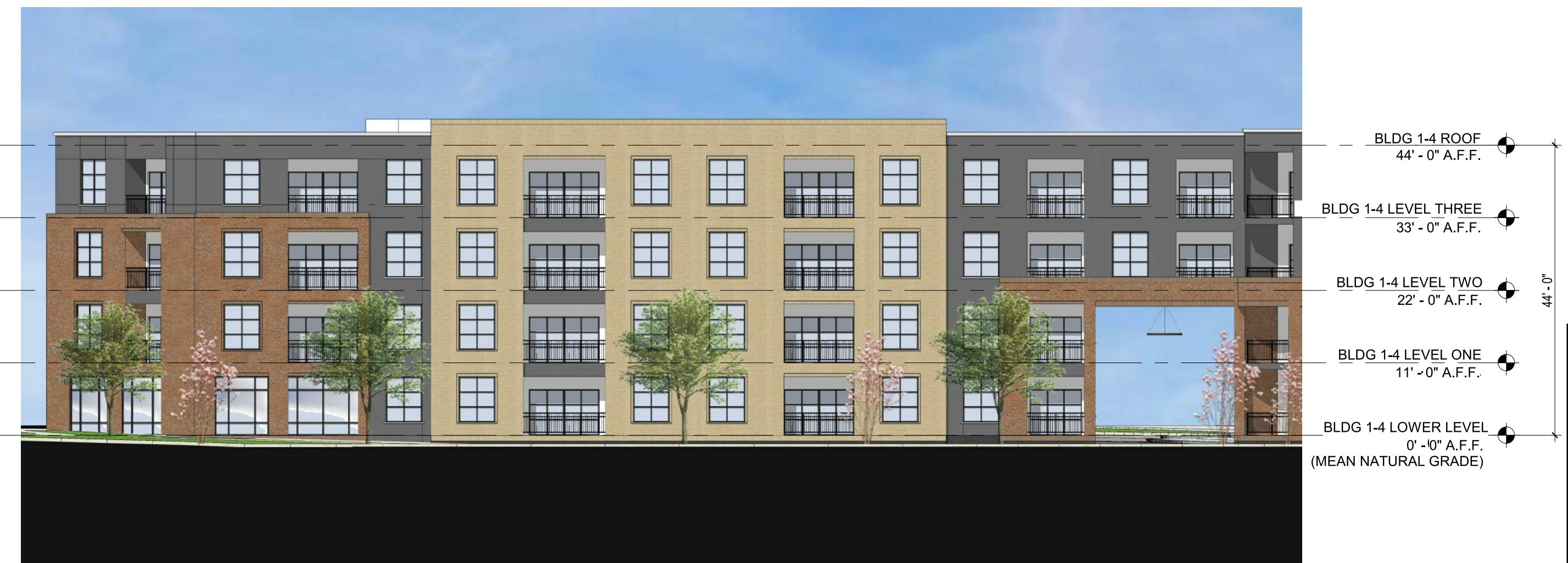
BUILDING 1 - SOUTH ELEVATION 1
1/16" = 1'-0"

2



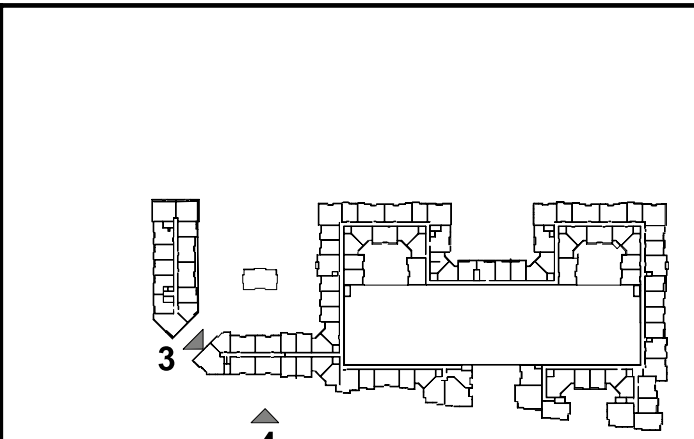
BUILDING 1 - PLAZA WEST
1/16" = 1'-0"

3



BUILDING 1 - PLAZA SOUTH
1/16" = 1'-0"

4



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ELEVATIONS

A5.02

06-16-2021 Town Council Meeting

Responses to Council Questions

ITEM #4: Authorize the Town Manager to Negotiate and Execute a Construction Contract for the Rosemary Parking Deck Project

*****NOTE: This item was pulled from the Consent Agenda and will be a discussion item on the June 21, 2021 meeting agenda.*****

Council Question:

Has UNC agreed to the revised increased price?

Staff Response:

Staff had a conversation with a representative of UNC last week to discuss the general changes in price. UNC felt they would like to share it and discuss with their staff, but felt the changes reflected what they are also seeing in the market. We have shared the Purchase and Sale Agreement with UNC for formal consideration this week and hope that we can see it endorsed in a short period of time.

Council Question:

The resolution states “the Guaranteed Maximum Price for the construction contract is a portion of that overall project budget.” What other costs are not included in the GMP?

Staff Response:

The Overall Project Budget (39\$M) includes the construction contract amount (covered by the GMP), soft costs including architectural and engineering fees, a contingency, and the Development/Construction Management Fee.

Council Question:

Has staff discussed renegotiating the management fee paid to Grubb Properties so that it is not inflated by rising materials prices?

Grubb Response:

The initial development budget from last July had a fee of \$1,156,00 based upon the 4% fee per the EDA. This is a customary arrangement, and one which we felt was fair given our fronting of all development costs to date, together with management of the entitlement, design, and permitting process. Of course, this contemplates Grubb seeing the project through completion and delivery to the Town. The current budget based on final design requirements and cost escalations has increased this fee to the \$1,413,000 amount discussed with Council.

06-16-2021 Town Council Meeting Responses to Council Questions

Grubb would propose the following:

Stipulated Fee Amount: \$1,156,000

Terms: 1/2 due upon closing of financing and the remaining paid over 12 months in equal installments.

Grubb would receive 10% of any savings achieved on the project, capped at the current fee calculation of \$1,412,000.

We feel that this represents a fair outcome and alignment of interest as we move into the execution phase of the project. We value our relationship with the Town, and look forward to a great outcome for the Town and community on this important project.

Council Question:

As we discussed at the Wed's meeting, key documents as listed on the Economic Development Agreement remain missing (third party evaluation on the fairness of the contract, listing of obtained permits etc). Our current cost and financial projection numbers deviate significantly from the most recent (Dec 2020) opinion from the Walkers Consulting on our website.

[Opinion of Probable Construction Costs - Walker Engineering¹](#)
[Projections for parking demand and financial - Walker Consulting²](#)

Staff Response:

The Economic Development Agreement requires that certain documents be received by the Town prior to a specific date (extended to June 21, 2021 by subsequent agreement), including:

- 1. A construction contract between Samet and the Town that states a guaranteed maximum price;*
- 2. Written approval from Walker Consulting to the Town as to the fairness of the stated maximum price; and*
- 3. A letter from Samet or a project architect confirming that all major regulatory permits that are conditions to the start of construction are in hand, including approval of plans from the North Carolina Department of Insurance (DOI).*

The staff has a draft construction contract and final signature requires the Council's authorization for the Town Manager to negotiate and execute the contract (now scheduled for June 21, 2021). Walker Consulting has received all the materials requested to prepare their

¹ <https://www.townofchapelhill.org/home/showpublisheddocument/47625/637429533341600000>

² <https://www.townofchapelhill.org/home/showpublisheddocument/47641/637431074589700000>

06-16-2021 Town Council Meeting

Responses to Council Questions

statement, which we expect to receive within a week. The DOI permit has been issued and the Town is in final stages of issuing the Town permit.

The Town is on track to have the documents listed in the Economic Development Agreement in hand prior to June 21, 2021. Closing is currently scheduled for June 23, 2021.

06-16-2021 Town Council Meeting Responses to Council Questions

ITEM #6: Review Draft Orange Countywide Racial Equity Plan Framework

Council Question:

What is the status of the Town's own Racial Equity toolkit that the Council requested at its January work session to be worked on to apply to Council decision-making?

Staff Response:

The draft review tool is included in the Draft Orange Countywide Racial Equity Plan on page 49 of the Council packet. Applying the review tool requires research, data collection and collaborative community engagement. We recommend that the Council work with the Diversity, Equity, and Inclusion Officer to select decisions that the tool would be used with.

Council Question:

Which people (positions) in this coalition have been working together on the Orange County Racial Equity Plan?

Staff Response:

The GARE team leads are listed below, by municipality:

- *Annette Moore, Orange County, Director, Human Rights and Relations*
- *Nancy Coston, Orange County, Director, Department of Health and Human Services*
- *Anita Jones-McNair, Town of Carrboro, Director, Parks and Recreation*
- *Jenifer Della Valle, Town of Hillsborough, Assistant to the Town Manager/Deputy Budget Director*
- *Haley Bizzell, Town of Hillsborough, Interim Director, Human Resources*
- *Rae Buckley, Town of Chapel Hill, Director, Organizational and Strategic Initiatives*
- *Sarah Vinas, Town of Chapel Hill, Assistant Director, Housing and Community*

Council Question:

To what extent were community partners involved in the creation of this Plan? If so, which ones?

Staff Response:

Staff held a Public Comment Period and an Information Session on the Racial Equity Framework and sent the draft to community stakeholders across housing, economic development, human services and community development organizations. The responses received from this outreach included:

06-16-2021 Town Council Meeting Responses to Council Questions

- *The Community wanted to be involved in developing a racial equity plan;*
- *The Community thought we must reach out to marginalized communities; and*
- *The Community believed we must get schools involved in our Plan.*

Council Question:

Who were on each of the five multi-jurisdictional subcommittees?

Staff Response:

Please see list of employees below:

Racial Equity Index Subcommittee

- *Nancy Coston, Orange County*
- *Diogenes DeLosSantos, Orange County*
- *Lindsey Shewmaker, Orange County*
- *Juliet Sheridan, Orange County*
- *Annette Moore, Orange County*
- *Julie Eckenrode, Town of Carrboro*
- *Rae Buckley, Town of Chapel Hill*
- *Sarah Vinas, Town of Chapel Hill*

Community Engagement Subcommittee:

- *Melvyn Blackwell, Orange County*
- *Sarah Pickhardt, Orange County*
- *Rachel Raper, Orange County*
- *Jim Walker, Town of Carrboro*
- *Catherine Lazorko, Town of Carrboro*
- *Catherine Wright, Town of Hillsborough*
- *Sarah Vinas, Town of Chapel Hill*
- *Rae Buckley, Town of Chapel Hill*

Racial Equity Review Tool Subcommittee:

- *Brennan Bouma, Orange County*
- *Robert Williams, Orange County*
- *Anita Jones-McNair, Town of Carrboro*
- *Stephanie Trueblood, Town of Hillsborough,*
- *Sarah Vinas, Town of Chapel Hill*
- *Rae Buckley, Town of Chapel Hill*

06-16-2021 Town Council Meeting Responses to Council Questions

Training Subcommittee:

- *Brenda Bartholomew, Orange County*
- *Desmond Frierson, Orange County*
- *Erica Bryant, Orange County*
- *Tom Clark, Town of Chapel Hill*
- *Allie Hansen, Town of Carrboro*
- *Jenifer Della Valle, Town of Hillsborough*
- *Haley Bizzell, Town of Hillsborough*

Evaluation and Accountability Subcommittee:

- *Eli Valsing, Town of Hillsborough*
- *Patricia McGuire, Town of Carrboro*
- *Shannon Bailey, Town of Chapel Hill*
- *Jennifer Galassi, Orange County*
- *Quintana Stewart, Orange County*

Council Question:

Will any funding be necessary to the implement this countywide racial equity plan? If so, how much?

Staff Response:

The cost of implementing the Countywide Racial Equity Plan is currently the staff time related to the project. For example, the Council authorized the hiring of a Diversity, Equity and Inclusion Officer who will assume responsibility for this project and provide strategic leadership for the Town's DEI projects. Following the County-wide Racial Equity Plan, the next step is that each municipality will create individual goals and action plans. A discussion of funding will be involved in that process.

Council Question:

Will our new DEI officer, Ms. Weeks, be on board in time to share her thoughts on the framework with Council before we forward comments to the county?

Staff Response:

The new Diversity Equity and Inclusion Officer will start employment with the Town on June 21. Ms. Weeks will assume leadership of the project and be prepared to offer her thoughts when the draft returns to the Council in the fall.

06-16-2021 Town Council Meeting

Responses to Council Questions

ITEM #8: Consider an Application for Conditional Zoning - Aura Development, 1000 Martin Luther King Jr. Blvd. from Residential-1 (R-1) to Office/Institutional-3 (OI-3)

Council Question:

For Q1 storm water, the NCDOT pipe has certain capacity to handle certain discharge rate of storm water. When the discharge goes beyond that rate, it runoff from the property and causes urban flooding. Have we done the calculation of the discharge rate from the AURA property to make sure that it does not exceed the pipe capacity for a 100-y storm?

Staff Response:

The applicant has not conducted a downstream analysis beyond the property line to assess the pipe capacity or the stream channel capacity south of their site. The applicant has agreed to conduct the analysis after the conditional zoning approval when construction-ready drawings are submitted. Staff will evaluate the submission by the applicant at that time. A stipulation requiring the analysis of the downstream culvert during zoning compliance permit application will be included in the final conditional zoning stipulation. It is at the discretion of Council to requests the analysis at this time and subsequently an upsize of the pipe if warranted.

Council Question:

Is there ongoing negotiation with the Rummel property owner to make sure that the missing ped/bike path is built when the Auto/multimodal path comes online? I really don't think that having kids/people cross Estes TWICE to access the schools from Aura/bus stops is safe/feasible at all.

Staff Response:

This property frontage was not included in the bid package for the Estes Drive Connectivity Project due to a variety of circumstances including trouble negotiating, timeline for development, and threat of federal funds being rescinded. Town staff made the decision to remove the Rummel property from the Estes Drive Connectivity Project design in order to move forward with the rest of the Town's project.

06-16-2021 Town Council Meeting

Responses to Council Questions

Council Question:

Similar safety concerns goes to the traffic light at the Aura/Somerset intersection on Estes. The Town will need to engage in active coordination/negotiation with Aura/Somerset/YMCA to find a traffic solution for that intersection and bring NCDOT onboard. Without that, it's just not safe to bring the mix of ped/bike with increased car traffic in that section of Estes.

Staff Response:

Town staff will work with NCDOT and adjoining property owners to ensure the safety of all users.

Council Question:

Also, what is the relationship between the stormwater control device on the proposed Aura site and the culvert that is across the street by the Farrar property (803 N. Estes Drive)?

Staff Response:

The Town's Estes Drive Connectivity Project will be replacing the culvert at this location with a larger culvert.

Council Question:

Regarding the traffic side, how likely is it that we could secure a traffic light at Somerset and Estes prior to or with the vote on the Aura proposal?

Staff Response:

Staff is continuing to work with NCDOT regarding the traffic signal. Staff may have additional information by the Council meeting.

Council Question:

Would there be a right-in, right out only entrance on the Estes side of the proposed Aura site?

Staff Response:

No. NCDOT have indicated that they will approve full access on Estes Dr at the Aura site entrance.

06-16-2021 Town Council Meeting

Responses to Council Questions

Council Question:

Is there anything our staff needs to address, in terms of potential impacts of Aura, from a geological standpoint? I had forwarded an email from a constituent on May 22nd who asserted the Aura proposed site is the highest point in town and that there would be geological implications for an underground reservoir. I'd like some verification of this.

Staff Response:

The applicant would need to provide geotechnical testing and design the underground detention to withstand buoyancy forces to keep the detention anchored.

Council Question:

I acknowledge this may be something I missed from an earlier presentation, but I was wondering if the traffic engineer team had considered any scenarios, in which there is a connection between Estes and the Y or else, another road connection between Estes and Martin Luther King Jr. Blvd. Would such a connection help with traffic?

Staff Response:

Sensitivity analysis using the Town-wide Traffic Model included a road connection opposite to Somerset Drive between Estes Dr and Martin Luther King Jr Blvd. Results of the model indicated that the new road is expected to improve traffic circulation.

Council Question:

On page 74, the new condition/stipulation calls for the applicant to conduct an analysis that demonstrates that the culvert is adequate for the anticipated flow. If the culvert is not, what would then occur. Is the applicant obliged to pay for an upgrade?

Staff Response:

Since the last responses were prepared, staff has learned that this NCDOT culvert is to be replaced with a larger culvert as part of the Estes Drive Connectivity Project. NCDOT requires that culvert be sized to convey the 50-year storm event. There is no regulatory authority in LUMO to require an applicant to conduct work outside of their property (i.e. upsizing the culvert) which would require encroachment agreements with NCDOT and potentially private property owners unless the Council has negotiated for that scope of work during a Conditional Zoning approval.

Council Question:

Our stormwater staff has said that the applicant's plans will have to conform with the Town's stormwater regulations and that it currently appears that they do so. Is the staff confident that the applicant's plans will ensure that the surrounding properties will experience no adverse

06-16-2021 Town Council Meeting

Responses to Council Questions

impacts from the project? Is it possible that the measures put in place by the applicant will improve conditions for any surrounding properties?

Staff Response:

The Town's stormwater requirements ensure that the existing conditions will be sustained with respect to peak flows off the site. Based on the proposed grading for the project, the site area draining to the Somerset/Huntington neighborhoods will decrease from 3% to 1.5% of the site area. This area will likely receive less runoff. Conversely, the site area draining downstream will increase from 78% to 98% of the site area. The proposed underground detention will control the rate of discharge but the total volume of runoff leaving the site will increase post-development. The downstream properties adjacent to the stream will witness flow for longer durations. The impact on the stream and its capacity to contain the runoff has not been evaluated.

Council Question:

Given that the new bike/ped infrastructure project terminates at Somerset Dr. and that no plan for developing the so-called Rummel property has yet been submitted to the Town, it is possible that when the Aura is completed there will be a gap in the new bike/ped infrastructure on the North side of Estes Dr. for the length of the Rummel property. Might that pose a safety concern and how can that be dealt with?

Staff Response:

The property frontage was not included in the bid package for the Estes Drive Connectivity Project due to a variety of circumstances including difficulties negotiating the required right-of-way and easements, timeline for development, and threat of federal funds being rescinded. Town staff made the decision to remove the Rummel property from the Estes Drive Connectivity Project design in order to move forward with the rest of the Town's project. We recognize the concern and believe with the proposed Rectangular Rapid Flashing Beacon (RRFB) crosswalks at the Estes Drive and Somerset Drive intersection and at Estes Drive and the Aura driveway, the conditions may not be desirable but there will be safe passage.

Council Question:

Does the applicant propose to manage the qualification/vetting of residents for the affordable rental apartments themselves? Would it be possible to use one of local affordable rental providers to manage this?

Applicant Response:

Affordable rentals must be managed by our property management. These are floating, indistinguishable and built simultaneously. That is only possible with a single management company.

06-16-2021 Town Council Meeting

Responses to Council Questions

Council Question:

Is it likely/possible that construction of the Town's bike/ped project and the Aura will occur simultaneously? If so, how will traffic, safety, and the like be managed?

Staff Response:

It is likely that there will be some overlap between these projects if Aura is approved, and Aura's construction management plan will need to be compatible with the Town's construction management plan to ensure safety and traffic flow. The Estes Drive Connectivity Project will come first, with initial construction work expected to begin in August and estimated to last 15-18 months. Town staff have worked together with public safety, transit and the school district to create a construction management plan for Estes Drive that includes pedestrian access, public safety access, and consistent traffic patterns. If approved, Aura would need to submit a construction management plan with their final plans that takes the Town project's construction phasing into account.

The Town's project will construct the improvements on the north side of the road and then the south side, maintaining an eastbound one-way pattern for the majority of the time. The improvements at the MLK/Estes intersection occur in phase 3 of the project, though the exact timing is not known at this time. The schedule will be clearer when we have the pre-construction meeting in July.

Council Question:

Packet states: A full traffic signal be constructed by the Town if traffic signal is warranted and approved by NCDOT. Remaining funds required for traffic signal design and construction to be provided by others. A payment-in-lieu is provided by the developer proportional to the proposed traffic generated by the development as compared with the pre-COVID-19 traffic volumes for adjusted for 2020

- a. Could you please clarify who the "by others" are?
- b. Could you please clarify what costs the Town would be responsible for and how the PIL amount is determined - elaborating on the above? What is stated here is not completely clear to me.

Staff Response:

The term "by others" would be other developments or other funding sources.

The Town would be responsible for a substantial amount of the cost. The Aura developer would provide a proportional share of the cost based on the traffic generated by the development.

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Council Question:

If I understand correctly, NCDOT is responsible for maintaining the existing culvert located near Aura's eastern property line. Can staff share whether, in their professional opinion, DOT has in the past kept up with the maintenance required to ensure it is functioning as intended?

Staff Response:

We have no information about the NCDOT maintenance schedule or their prioritization for infrastructure improvements.

Council Question:

Please request that the applicant agree to allow an affordable housing provider to manage the affordable rentals and also agree to a stipulation that they will accept housing vouchers.

Applicant Response:

Affordable rentals must be managed by our property management. These are floating, indistinguishable and built simultaneously. That is only possible with a single management company.

Staff Response:

The applicant has not agreed to accepting housing vouchers.

Council Question:

I appreciate the description of how use of green infrastructure can augment traditional stormwater controls. Could you please provide a list of the green infrastructure approaches the applicant is proposing to incorporate to augment the other larger controls?

Staff Response:

Stipulation #29 will hold the applicant responsible to constructing a minimum of 3,600 sq. ft. of pervious pavement and 2,200 sq. ft. of bioretention.

Council Question:

I continue to be concerned about the gap in the multiuse path along the Rummel property - I understand the reasons why this portion was not included in the plan, but what can we do about the safety concerns posed for kids walking and biking to school? Would the Aura and Town timelines match up so that the work on the south side of Estes would be complete by the time Aura opens?

Staff Response:

There will be RRFs at the intersection with Somerset and the Aura site drive (if approved), which would allow for safe passage for children going to school. It is not ideal, but it is better than what is out there now. Staff expects the Estes Drive Connectivity Project to be fully

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operational by the time Aura would open. The construction is expected to start this August and is estimated to take 15-18 months. The south side improvements are included in Phase III of the Estes construction plan, so they would be in place before the end of even that project. The pedestrian refuge islands for the RRFBs at Caswell and Somerset are the last things to be constructed, but would still fall under the 15-18 month timeframe.

Council Question:

If DOT does not agree to a stoplight at Somerset, could we re-look at the plan for a parallel street connecting to Somerset as proposed in Central West? What are the pros and cons of that plan?

Staff Response:

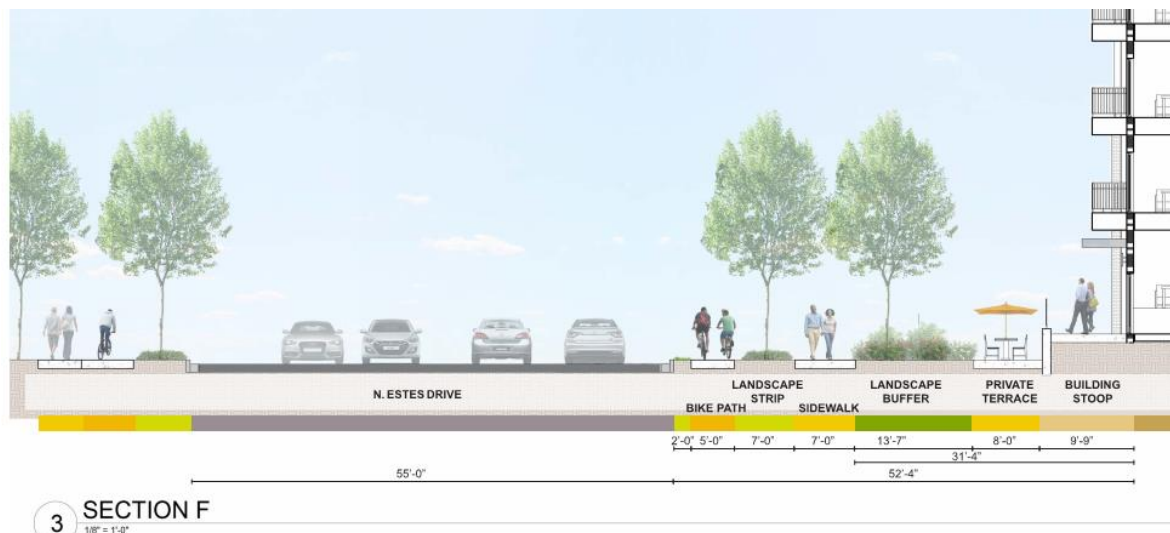
The Revised Ordinance A for the Aura development includes a cross-access easement to connect the Aura property with the Rummel property to the east. It is possible that in the future the two properties are connected. The connection would not occur until the Rummel project was developed. Staff could use the town-wide model to determine impacts of that connection.

Council Question:

What has been the applicant's response to town staff recommendations that the applicant's proposal be revised to include 8-foot wide sidewalks?

Staff Response:

The applicant has indicated that they are receptive to widening the sidewalk to 8 feet along the Estes Drive frontage by reducing the width of the adjoining landscape strip from 7 feet to 6 feet. Town staff recommends the applicant's proposal be revised to include eight (8) foot sidewalks, instead of seven (7) foot sidewalks.



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Council Question:

Under which stipulation is the applicant's commitment to add at least one of the additional above ground measures that Council suggested, and also fully manage the 50-year storm event?

Staff Response:

Stipulation #29 will hold the applicant responsible to constructing a minimum of 3,600 sq. ft. of pervious pavement and 2,200 sq. ft. of bioretention. There is no stipulation at present for management of storm events beyond those in the Town's regulations. Staff is recommending the following changes to Stipulation #29:

Stormwater Improvements: The applicant shall incorporate low impact development (LID) stormwater control measures (SCMs) including pervious surfaces and bioretention to improve the stormwater quality and increase retention. A minimum of 3,600 sq. ft. of pervious pavement and 2,200 sq. ft. of bioretention shall be constructed on-site in accordance with the design requirements in the NCDEQ Stormwater Design Manual. The LID SCMs shall be incorporated into the construction plans and Stormwater Impact Statement submitted for the Final Plan Zoning Compliance Permit. The LID SCMs shall be installed in accordance with the approved construction plans, Stormwater Impact Statement, and Zoning Compliance Permit conditions of approval.

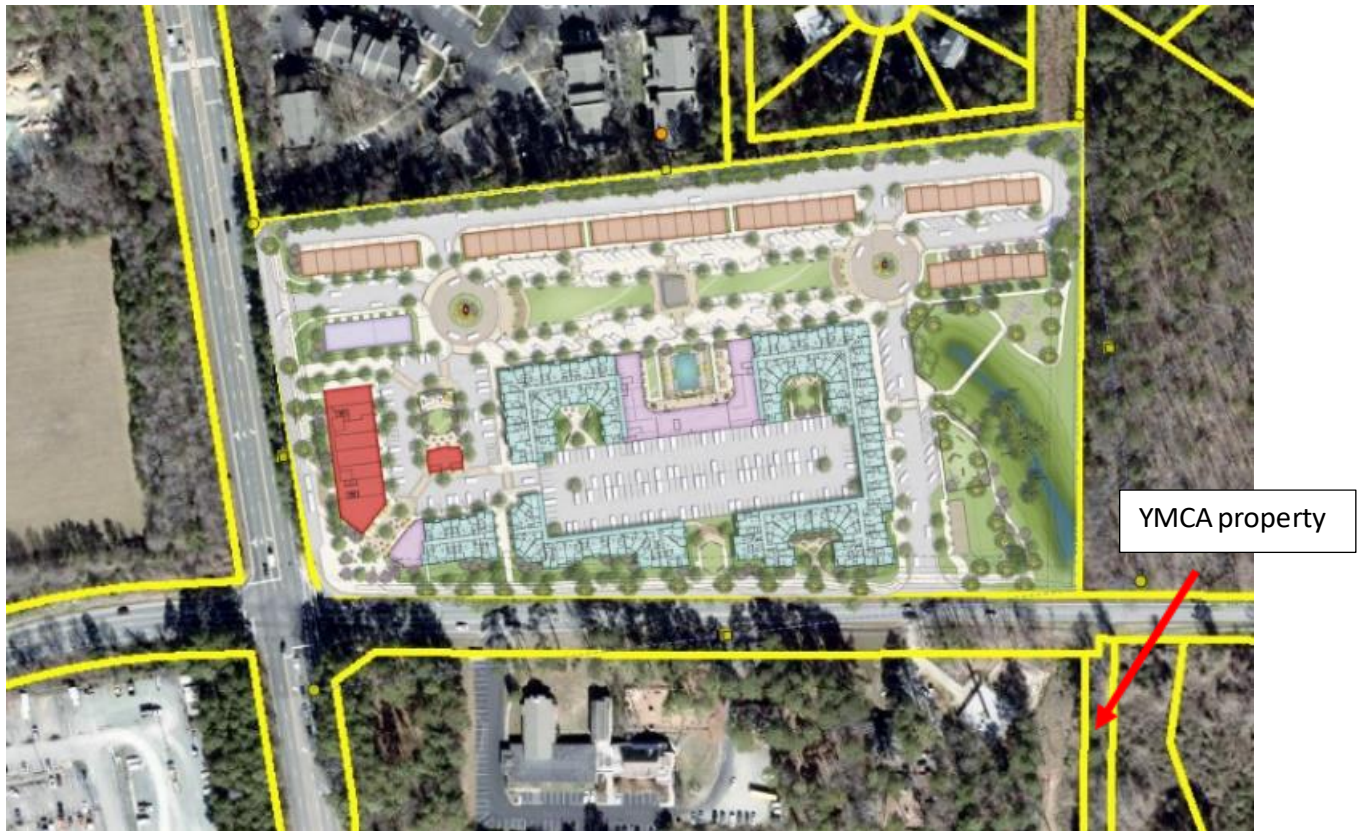
Council Question:

Is the Aura entrance aligned with the proposed new YMCA entrance?

Staff Response:

The image below shows the Aura entrance would be off-set from the YMCA entrance. The YMCA property is east of the eastern edge of the Aura property (across from the Resource Conservation District).

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Council Question:

From my understanding, there would be a gap in the bike/ped improvements where the Rummel property is until that parcel is redeveloped. Does this pose a safety concern?

Staff Response:

The property frontage was not included in the bid package for the Estes Drive Connectivity Project due to a variety of circumstances including difficulties negotiating the required right-of-way and easements, timeline for development, and threat of federal funds being rescinded. Town staff made the decision to remove the Rummel property from the Estes Drive Connectivity Project design in order to move forward with the rest of the Town's project. We recognize the concern and believe with the proposed RRFB crosswalks at the Estes Drive and Somerset Drive intersection and at Estes Drive and the Aura driveway, the conditions may not be desirable but there will be safe passage.

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Council Question:

Is Stormwater staff comfortable with the applicant not doing a downstream analysis until the ZCP stage? Is this the normal process?

Staff Response:

The applicant has to demonstrate that the peak flows in the post-development are not greater than the pre-development peak flows. If the existing infrastructure that conveys the flows is functioning, conducting a downstream analysis during the ZCP stage is acceptable. If the existing downstream infrastructure is not sized correctly for the current flows, it is a challenging situation. There is no regulatory authority in LUMO to require an applicant to conduct work outside of their property which would require encroachment agreements unless the Council has negotiated for that scope of work during a Conditional Zoning approval.

Council Question:

Is the applicant going to manage the affordable rentals? Would they be open to allowing one of our local AH agencies manage those?

Applicant Response:

Affordable rentals must be managed by our property management. These are floating, indistinguishable and built simultaneously. That is only possible with a single management company.

Council Question:

Would the applicant consider making the apartments age-restricted (21+)?

Applicant Response:

We positively are not able to do this. We are not student housing developers and we have never built a purpose-built student housing development. Our unit mix is 65% one bedrooms and over 30% two bedrooms and that is not a mix a student housing developer would use.

Council Question:

Why does stipulation 17 (page 100) ask for vehicle travel lanes on Estes to be widened from 10 to 11 feet?

Staff Response:

Chapel Hill Transit and NCDOT both generally require 11-foot lanes. Because the Town project did not acquire right-of-way from the "Aura" property, there was not roadway available to make the lanes the appropriate widths when adding the additional left turn lane. This has always been an agreement between Town staff, NCDOT, and the Aura developers.

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Council Question:

Stipulation 26 (page 101) allows the developer to make a payment in lieu instead of providing the required recreation space on-site. Does the developer intend to use the payment in lieu option?

Applicant Response:

We have almost 4 acres of recreation space on 15 acres including multiple parks, dog parks and improved/unimproved areas. Applicant has asked for the payment to be waived as we exceed the requirements but that has not been accepted.

Council Question:

Stipulation 18 (page 100) calls for a 2-foot planting strip between the curb and bike lane. Can anything other than grass be planted here?

Staff Response:

A two-foot strip would be sufficient for ground covers including liriopse or mondo grass to name a couple. The largest concern for plant material (not grass) in the public ROW is salt treatment. In winter weather events salt and brine treatments are detrimental to plant material. Grass can normally tolerate those conditions better than an ornamental grass or shrub.

Council Question:

Will the 6-foot planting strip be sufficient to grow a healthy canopy tree? Has the applicant agreed to measures, like Silva Cells, to ensure that they will thrive in this narrower landscape strip?

Applicant Response:

We will consider silva cells as part of a list of options –we are aligned in wanting healthy trees!

Staff Response:

A six-foot strip is sufficient provided that a good amended soil and root access is provided for growth. Unfortunately looking at a surface level dimension does not paint the picture needed for tree survival. The only town directive for soil minimum is found in the Town's Design Guidelines, so we'll use that as a jumping off point. In that section of the parking standards, the minimum amount of surface soil (in square feet) that a tree should be planted in is mentioned. Two-hundred (200) square feet is required w/ minimum dimensions being 20' x 10'. However this standard leaves out a more important concept, soil volume (length, width and depth). In other words, square footage does not yield the depth of amended soil that a tree should have access to in order not just to survive, but thrive. Landscape industry standards generally suggest approx. 1,000 cubic feet of soil for large trees. These types of directives are generally applied to

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street trees or trees in planters on structural slabs where soil volume is not at a premium. Given this standard, minimum square footage dimensions are not as important as volume. If overall volume is provided for (for example an amended soil panel) then even street trees planted in a 3' wide landscape verge (or island) can survive and thrive.

These standards would decrease based on the sizes of the tree. Other municipalities require access to approx. 400 cubic feet of soil for small to medium trees. Another factor to consider is the type of soil being provided. 1,000 sf of compacted sub-grade would not be as desirable as 800 sf of amended soil which would include organic matter to assist in aeration, water movement and growth.

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ITEM #9: Continued Public Hearing: Land Use Management Ordinance Text Amendments - Proposed Changes to Articles 3, 4, 6, and Appendix A Related to Short-Term Rentals

Council Question:

Assuming the passage of the changes from item 7 on our agenda, will the multi-family dedicated STR limits proposed in the new regulations also apply to Blue Hill?

Staff Response:

Yes, our intent is that the STR ordinance's multi-family provisions will also address STRs in Blue Hill.

Council Question:

Who will have responsibility for administering and enforcing the new STR regulations? Planning; Permitting and Inspections; or some combination?

Staff Response:

Planning and Development Services staff are working together to determine how best to manage administering STR permits. Code Enforcement will work with these teams to enforce the new STR regulations.

Council Question:

Will compliance be proactive or complaint driven?

Staff Response:

Code Enforcement is currently complaint based. There are not sufficient staff or software resources at this time for the Town to be proactive on enforcing the STR ordinance.

Council Question:

What additional resources, if any, will be required for administration and enforcement? Are they budgeted?

Staff Response:

Staff will bring an amendment to the adopted FY 2022 fee schedule to Council at the time of Council's action on the STR ordinance. This annual permit fee would fund the additional staff time of reviewing the permits and any necessary enforcement. While the Town does not currently own STR enforcement software, any future decision to purchase this software will aid

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staff in enforcement. We do not have the staff capacity to create a STR hotline or conduct other proactive enforcement, which would be possible with the STR software.

Council Question:

I understood majority of Council did not feel requiring a Designated Responsible Party to be available to respond on-site within two (2) hours was needed and that we were going with availability by phone.

Staff Response:

Yes, we heard from Council that the designated responsible party should not be required to respond on-site. We have modified the language to require that the designated responsible party be available to respond within two hours to address any STR issue. They may respond via email or phone, rather than in-person, if necessary.

Council Question:

No more than three (3) vehicles parked on- or off-street associated with STR use seems overly restrictive. Don't our current parking regulations address parking for STRs too?

Staff Response:

The LUMO does not currently provide parking requirements for STRs. As proposed, the STR ordinance's parking requirements mirror the requirements for a home occupation. The home occupation use limits parking to "no more than three vehicles parked at any time on- or off-street for non-residential purposes..." Additionally, staff has required that the existing underlying use, such as a duplex, meet the current parking requirements outlined in LUMO 5.9.

Council Question:

What is the reasoning behind the proposed minimum rental age of 21 years of age?

Staff Response:

Staff had heard from STR operators that 18 years of age was appropriate; however, there was consensus at the last Council meeting of modifying this age to 21 years. Many STR ordinances propose 21 years of age as a minimum rental age.

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Council Question:

I understood the mayor and some Council members were interested in how we could collect data and existing STRs before determining what happens if they are out of compliance. I am unclear about how non-conforming use comes into play here - could you explain?

Staff Response:

The Council has expressed interest in creating a pilot program to regulate STRs. Zoning regulation of STRs is done by way of enacted ordinances. Once enacted, these ordinances are in place until formally amended through the same legislative process. Any existing STRs that meet the new STR regulations will be in compliance and issued a STR permit. Those existing STRs that do not meet the new ordinance requirements are not legal uses and shall cease operations 18 months after the ordinance is adopted. Should the Council choose to make future adjustments to the STR ordinance as more information is made available, the process may create legal nonconformities--uses that no longer meet the code requirements, but were established legally and may continue to operate.

Council Question:

Which historic districts have nonresidential zoning districts?

Staff Response:

The Franklin-Rosemary Historic District includes some commercial uses along Franklin and Henderson Streets as well as a few non-residential uses further east on Franklin Street that include the Chapel of the Cross at 304 E. Franklin Street, UNC Chapel Hill Arts & Sciences Foundation at 523 E. Franklin Street, and Brooks Hall at 200 S. Boundary Street. The Cameron-McCauley Historic District includes far more non-residential uses clustered along S. Columbia Street and E. Cameron Avenue.

Council Question:

The technical term is not “grandfathering” but for those homes in residential zoning districts that were used as dedicated STRs prior to Council consideration of this proposed ordinance, was an option explored for creating an exception for homes used as dedicated STRs prior to a certain year, such as 2019? Would such an exception be legally sound?

Staff Response:

Yes, staff has considered adding a provision that existing dedicated STRs in residential districts established by a specific date could remain in operation; however, staff found that this is not legally sound. Currently, STRs are only permitted as Home Occupations, Tourist Homes, or (Blue Hill only) Overnight Lodging. Staff found that the Town would be showing preferential treatment for an illegal use by allowing existing dedicated STRs to remain in operation in

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defiance of the new ordinance. Because these are not legally established uses, we do not use the term “grandfathering”.

Current, legal-operating Tourist Homes and Overnight Lodgings may continue to operate under those use categories following adoption of this ordinance. Those STRs unable to meet the STR ordinance provisions may be able to come into compliance with the LUMO should they be able to meet the existing requirements of a Tourist Home or Overnight Lodging.

Council Question:

In the draft text amendment under 6.27.4 under “permitting,” it indicates the Manager may consider a grace period. Is the grace period something that would be determined at the Town Manager’s discretion on a case-by-case basis or would there be a standard grace period that would be published somehow?

Staff Response:

Yes, the Town Manager may consider establishing a grace period for accepting annual STR permit renewals. Staff would work on developing a policy to define the grace period so that all applicants are treated fairly.

Council Question:

For the sake of consistency, I would recommend inserting the word “Town” in-between “The” and “Manager” under 6.27.4(b) of the draft text amendment, because there are other places in the draft text amendment, where “Town Manager” is specified.

Staff Response:

Staff can update the draft ordinance to reflect this before the June 23, 2021 meeting.

Council Question:

Has the Board of Adjustment been made aware of its proposed role with respect to short-term rental permits and potential appeals of the denials of said permits since the public hearing in May?

Staff Response:

Staff has not spoken to the BOA about serving as an appeal body for denied STR permits; however, the BOA is the appeal body for all staff decisions.

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Council Question:

Can we include the WX and WR zoning districts in the list of places where dedicated STRs are permitted (TC-1, OI-1, etc.), so that any dedicated rentals in Blue Hill will fall under the same regulations as other dedicated STRs, including limits on number of units per building?

Staff Response:

Because Blue Hill is a separate part of the code and Section 3.8 doesn't apply to Blue Hill, adding Blue Hill uses to 3.8 is potentially challenged for enforcement and amendments. If the goal is to restrict the number of dedicated STRs in Blue Hill, it would be better to add that to the Blue Hill portion of the code.