



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 Jessica Anderson
Council Member Donna Bell
Council Member Allen Buansi
Council Member Hongbin Gu

Council Member Nancy Oates
Council Member Michael Parker
Council Member Karen Stegman
Council Member Rachel Schaevitz

Wednesday, November 28, 2018 7:00 PM
RM 110 | Council Chamber

OPENING

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.

PUBLIC COMMENT - ITEMS NOT ON PRINTED AGENDA

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.

[\[18-0963\]](#)

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

2. Authorize the Town Manager to Issue a Request for Qualifications and Begin Negotiations to Identify

[\[18-0964\]](#)

Potential Development Partners for Town-Owned Land
at 2200 Homestead Road.

By adopting the resolution, the Council authorizes the Town Manager to issue a Request for Qualifications and begin negotiations to identify potential development partners for Town-owned land at 2200 Homestead Road.

- 3.** Continue the Public Hearings for a Zoning Atlas Amendment and a Special Use Permit-Planned Development-Housing Applications for Active Adults Housing, 2217 Homestead Road to December 5, 2018. [\[18-0959\]](#)

By adopting the resolution, the Council continues the Public Hearings for a Zoning Atlas Amendment and a Special Use Permit-Planned Development-Housing Applications for Active Adults Housing to December 5, 2018 to allow additional time for collaborative discussions between the applicant, neighbors, and Town staff regarding zoning density, roadway connections, and access, and between staff and the applicant regarding the details of the affordable housing payment-in-lieu.

INFORMATION

- 4.** Receive Upcoming Public Hearing Items and Petition Status List. [\[18-0965\]](#)

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

DISCUSSION

- 5.** Consider an Application for Land Use Management Ordinance Text Amendment -Self-Storage Facility, Conditioned. [\[18-0940\]](#)

PRESENTER: Judy Johnson, Operations Manager

- a. Introduction and revised recommendations
- b. Comments and questions from the Mayor and Town Council
- c. Motion to adjourn the Public Hearing.
- d. Motion to adopt the Resolution of Consistency with the Comprehensive Plan
- e. Motion to enact Revised Ordinance A, approving the Land Use Management Ordinance Text Amendment.

RECOMMENDATION: That the Council close the Public Hearing, adopt the Resolution of Consistency, and enact Revised Ordinance A, approving the Land Use Management Ordinance Text Amendment.

- 6.** Consider Authorizing the Town Manager to Execute a Cooperative Agreement with GoTriangle on the Durham-Orange Light Rail Transit Project. [\[18-0966\]](#)

PRESENTER: Bergen Watterson, Transportation Planning Manager,
Town of Chapel Hill
John Tallmadge, Interim Durham-Orange Light Rail Transit Project
Director

RECOMMENDATION: That the Council adopt the resolution authorizing the Town Manager to execute a Cooperative Agreement with GoTriangle to ensure coordination on the design and construction of the light rail line.

- 7.** Approve the Interlocal Agreement for the Provision of Solid Waste and Recycling Programs and Services. [\[18-0967\]](#)

PRESENTER: Lance Norris, Public Works Director

RECOMMENDATION: That the Council approve the attached interlocal agreement with Orange County and the Towns of Chapel Hill, Carrboro and Hillsborough regarding the provision of services related to the disposition of solid waste and recyclables within Orange County and the portion of Chapel Hill located within Durham County.

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



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Item Overview

Item #: 1., **File #:** [18-0963], **Version:** 1

Meeting Date: 11/28/2018

Approve all Consent Agenda Items.

Staff:

Sabrina M. Oliver, Director and 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.

Council Goals: Please refer to each agenda item for specific Council Goals.



Attachments:

- Resolution

**A RESOLUTION ADOPTING VARIOUS RESOLUTIONS AND ENACTING VARIOUS ORDINANCES
(2018-11-28/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. Authorize the Town Manager to Issue a Request for Qualifications and Begin Negotiations to Identify Potential Development Partners for Town-Owned Land at 2200 Homestead Road. (R-2)
3. Continue the Public Hearings for a Zoning Atlas Amendment and a Special Use Permit-Planned Development-Housing Applications for Active Adults Housing, 2217 Homestead Road to December 5, 2018. (R-3)

This the 28th day of November, 2018.

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 #: [18-0964], Version: 1

Meeting Date: 11/28/2018

Authorize the Town Manager to Issue a Request for Qualifications and Begin Negotiations to Identify Potential Development Partners for Town-Owned Land at 2200 Homestead Road.

Staff:

Loryn Clark, Executive Director
Nate Broman-Fulks, Affordable Housing Manager
Emily Holt, Affordable Housing Development Officer

Department:

Housing and Community

Overview: In [September 2017 <http://chapelhill.granicus.com/MinutesViewer.php?view_id=21&clip_id=3233&doc_id=2307f58a-9404-11e7-8661-00505691bffa>](http://chapelhill.granicus.com/MinutesViewer.php?view_id=21&clip_id=3233&doc_id=2307f58a-9404-11e7-8661-00505691bffa), the Town Council dedicated Town-owned land at 2200 Homestead Road for mixed-income housing and authorized the Town Manager to engage potential partners in the discussion. In [June of 2018 <https://chapelhill.legistar.com/LegislationDetail.aspx?ID=3531765&GUID=2AAB0753-D883-4117-BBFE-3FB157CEA5ED&Options=ID|Text|Attachments|Other|&Search=homestead>](https://chapelhill.legistar.com/LegislationDetail.aspx?ID=3531765&GUID=2AAB0753-D883-4117-BBFE-3FB157CEA5ED&Options=ID|Text|Attachments|Other|&Search=homestead), the Town Council reviewed a Concept Plan for the development of 2200 Homestead Road.

We are working with our consultant, David Paul Rosen and Associates (DRA), to prepare the Request for Qualifications (RFQ) to assist in the identification of potential development partners. We are also working with DRA to draft and issue an RFQ for the redevelopment of two of the Town's public housing sites. One of the key requirements of the RFQ will be that the applicant must demonstrate a strong track record of successfully developing and operating mixed-income housing developments. At the same time, we have worked with our design and engineering consulting team of MHA Works, Coulter Jewell Thames, and Self-Help, Inc. to perform an in-depth financial analysis to determine the cost to develop the property, and provide guidance to our staff regarding the development of the site.

Next Steps: With Town Council authorization, we would issue the Request for Qualifications. We would work with DRA and the Manager to review responses, select a potential partner, and enter into negotiations with a potential development partner to work with the Town to design, finance and build the project. We would return to the Council with a recommendation to approve the development partner(s) and terms of the developer agreement.



Recommendation(s):

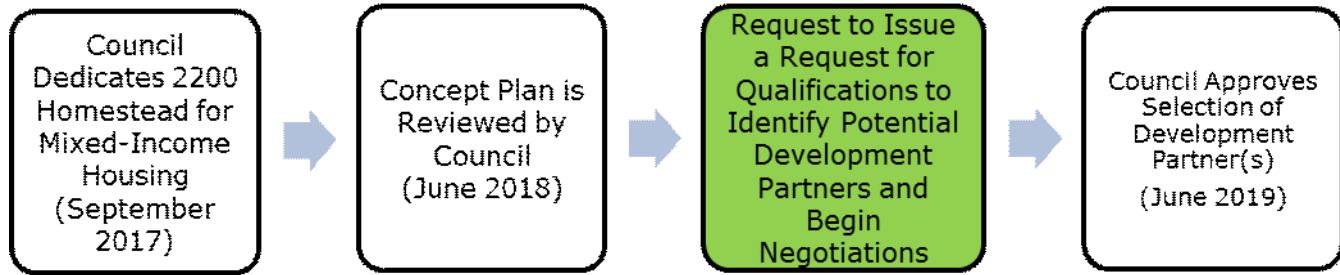
That the Town Council authorize the Town Manager to Issue a Request for Qualifications and begin negotiations to identify potential development partners for Town-Owned Land at 2200 Homestead Road.





Fiscal Impact/Resources: There is no fiscal impact anticipated with authorizing the Manager to issue a Request for Qualifications.

Where is this item in its process?

Item #: 2., File #: [18-0964], Version: 1

Meeting Date: 11/28/2018

**Council Goals:**

<input checked="" type="checkbox"/>		Create a Place for Everyone	<input type="checkbox"/>		Develop Good Places, New Spaces
<input type="checkbox"/>		Support Community Prosperity	<input type="checkbox"/>		Nurture Our Community
<input type="checkbox"/>		Facilitate Getting Around	<input type="checkbox"/>		Grow Town and Gown Collaboration

**Attachments:**

- Resolution

A RESOLUTION AUTHORIZING THE TOWN MANAGER TO ISSUE A REQUEST FOR QUALIFICATIONS TO IDENTIFY POTENTIAL DEVELOPMENT PARTNERS FOR TOWN-OWNED LAND AT 2200 HOMESTEAD ROAD (2018-11-28/R-2)

WHEREAS, one of the Town Council's 2016-2018 Goals is to adopt and support affordable housing programs, projects and policies that increase our diversity in income, race, age and lifestyle; and

WHEREAS, on June 26, 2017, the Town Council accepted the report of the Council Task Force on Strategic Uses of Town Properties; and

WHEREAS, the June 26, 2017 Council Task Force on Strategic Uses of Town Properties report to the Council identifies 2200 Homestead Road as an affordable housing site; and

WHEREAS, on September 6th, 2017 Town Council designated 2200 Homestead Road as a mixed-income affordable housing site and authorized the Town Manager to continue to pursue development of mixed-income affordable housing on this site and to engage potential partners in the discussions; and

WHEREAS, on June 20, 2018 Town Council gave feedback on a Concept Plan for the development of 2200 Homestead Road where the exploration of development partners was identified as a key next step.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Town of Chapel Hill that the Council authorizes the Town Manager to issue a Request for Qualifications to identify potential development partners for 2200 Homestead Road;

BE IT FURTHER RESOLVED that the Town Manager is authorized to begin negotiations with potential developers.

This the 28th day of November, 2018.

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 issue a Request for Qualifications and begin negotiations to identify potential development partners for Town-owned land at 2200 Homestead Road.



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Item Overview

Item #: 3., **File #:** [18-0959], **Version:** 1

Meeting Date:

Continue the Public Hearings for a Zoning Atlas Amendment and a Special Use Permit-Planned Development-Housing Applications for Active Adults Housing, 2217 Homestead Road to December 5, 2018.

Staff:

Ben Hitchings, Director
Judy Johnson, Operations Manager

Department:

Planning & Development Services

Overview: The Council held public hearings on October 24, 2018 to receive comment on a Zoning Atlas Amendment application to rezone the property from Residential-2 (R-2) to Residential-5-Conditional (R-5-C) and a Special Use Permit Planned Development-Housing application for 2217 Homestead Road. Since then, the neighbors and Town staff have met twice regarding issues raised at the Public Hearing, including zoning density, roadway connection between the neighborhoods, and access. In turn, the neighbors and Town staff have met with the applicant. In addition, Town staff and the applicant are meeting to discuss details of the payment-in-lieu for affordable housing. Therefore, Town staff and the applicant request that the Council continue the public hearing to December 5, 2018, to allow more time to advance these discussions. We believe the additional time will allow opportunity to resolve these issues.



Recommendation(s):

That the Council adopt a resolution continuing the public hearing to December 5, 2018.



Attachments:

- Resolution

Item #: 3., File #: [18-0959], Version: 1

Meeting Date:

A RESOLUTION TO CONTINUE THE PUBLIC HEARINGS FOR THE ZONING ATLAS AMENDMENT AND SPECIAL USE PERMIT PLANNED DEVELOPMENT-HOUSING FOR ACTIVE ADULTS HOUSING, 2217 HOMESTEAD ROAD TO DECEMBER 5, 2018 (2018-11-28/R-3)

WHEREAS, the Council held public hearings on October 24, 2018 to receive comment on the Zoning Atlas Amendment and Special Use Permit Planned Development-Housing Applications for Active Adults Housing, 2217 Homestead Road; and

WHEREAS, the Council continued the public hearings to November 28, 2018; and

WHEREAS, staff and the applicant request the public hearings be continued to December 5, 2018 to allow additional time for collaborative discussions between the applicant, neighbors, and Town staff regarding zoning density, roadway connections, and access, and between staff and the applicant regarding the details of the affordable housing payment-in-lieu.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Town of Chapel Hill that the Council continue the public hearings for the Zoning Atlas Amendment and Special Use Permit Planned Development-Housing Applications for Active Adults Housing, 2217 Homestead Road to the December 5, 2018 Business Meeting.

This the 28th day of November, 2018.

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

By adopting the resolution, the Council continues the Public Hearings for a Zoning Atlas Amendment and a Special Use Permit-Planned Development-Housing Applications for Active Adults Housing to December 5, 2018 to allow additional time for collaborative discussions between the applicant, neighbors, and Town staff regarding zoning density, roadway connections, and access, and between staff and the applicant regarding the details of the affordable housing payment-in-lieu.



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Item Overview

Item #: 4., **File #:** [18-0965], **Version:** 1

Meeting Date: 11/28/2018

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.

Council Goals: Foundational Program: Govern with quality and steward public assets



Attachments:

- [Scheduled Public Hearings](#)
- [Status of Petitions to Council <http://www.townofchapelhill.org/town-hall/mayor-and-council/council-minutes-and-videos/petition-status>](http://www.townofchapelhill.org/town-hall/mayor-and-council/council-minutes-and-videos/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.

November 28

- Consider an Application for Zoning Atlas Amendment - Active Adult Apartments, 2217 Homestead Road.
- Consider an Application for Special Use Permit - Active Adult Apartments, 2217 Homestead Road.
- Consider an Application for Land Use Management Ordinance Text Amendment -Self-Storage Facility, Conditioned.

December 5

- Consider an Application for Special Use Permit Modification, Tri- City Medical Building, Commercial - Retail Development, 5002 Barbee Chapel Road
- Consider a Land Use Management Ordinance Text Amendment - Articles 8.3 Board of Adjustment and 8.4 Historic District Commission.
- Open the Public Hearing and Consider a Request to close a Portion of the Public Right-of-Way on Aberdeen Drive for the Expansion of the Lumina Theater

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
11/07/2018	Jeff Charles	Request Regarding Offering Toxicology and Public Safety Expertise.	Town Manager Ross Tompkins , Assistant to the Town Manager Phone: 919-968-2707	Staff is preparing information to respond to this request.
10/24/2018	Justice in Action Committee	Request Regarding a New Location for the Teen Center of Chapel Hill.	Housing & Community Loryn Clark , Executive Director Phone: 919-969-5076 Community Arts and Culture	A staff workgroup, in coordination with the Mayor's Office, has been gathering data and seeking input from teens, service providers, and other stakeholders. The staff group plans to share findings and recommendations with Council in early 2019.
10/24/2018	Susana Dancy	Regarding Town-owned Properties in Southern Area.	Planning & Development Services Ben Hitchings , Director Phone: 919-968-2731	Staff is preparing information to respond to this request.
10/24/2018	Elizabeth O'Nan	Request for Extending Comment Period Regarding Proposed Permit for UNC Coal Power Plant.	Mayor Pam Hemminger , Mayor Phone: 919-968-2714 Planning & Development Services Ben Hitchings , Director Phone: 919-968-2731	On 10/25/18, the Mayor sent a letter to the North Carolina Division of Air Quality requesting a 60-day extension of the public comment period on a Title V Air Quality Permit that is being considered for UNC-Chapel Hill.

Meeting Date	Petitioner	Petition Request	Departments Responsible	Petition Status
10/24/2018	Jeff Charles	Regarding Extended Speaking Time for Individuals with Disabilities.	Mayor Pam Hemminger , Mayor Phone: 919-968-2714 Town Manager Ross Tompkins , Assistant to the Town Manager Phone: 919-968-2707	Staff is preparing information to respond to this request.
10/24/2018	Jeff Charles	Regarding Request for Traffic Impact Study on Homestead Road.	Planning & Development Services Ben Hitchings , Director Phone: 919-968-2731	Staff is organizing a Homestead Road Forum to share information about the pedestrian, bicycle, and road improvements underway and planned for Homestead Road, as well as the various projects that are planned and under construction.
10/10/2018	Jeff Charles	Regarding Creating Citizen Advisory Board for Seniors.	Town Manager Ross Tompkins , Assistant to the Town Manager Phone: 919-968-2707	Staff is preparing information to respond to this request.
10/10/2018	Whit Rummel	Regarding Rezoning Property on Estes Drive.	Planning & Development Services Ben Hitchings , Director Phone: 919-968-2731	Staff provided information on the Town's rezoning process and how a property owner can apply for rezoning. In addition, the Charting Our Future initiative will help clarify what the community would like to see developed in specific areas of Town.
09/19/2018	Hank Elkins of Orange County Justice United Affordable Housing Team	Regarding Master Leasing Proposal.	Housing & Community Loryn Clark , Executive Director Phone: 919-969-5076	Town staff reviewed and provided feedback on the initial Master Lease program proposal. Staff anticipates receiving a pilot program funding request during the December cycle of the Town's Affordable Housing Development Reserve.

Meeting Date	Petitioner	Petition Request	Departments Responsible	Petition Status
09/19/2018	Julie McClintock of CHALT	Regarding Land Use Intensification.	Planning & Development Services Ben Hitchings , Director Phone: 919-968-2731	Staff is preparing information to respond to this request.
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 Ben Hitchings , Director Phone: 919-968-2731	Staff is preparing information to respond to this request.
06/13/2018	Julie McClintock	Regarding Potential Purchase of P.H. Craig's 77-acre Tract of Land.	Town Manager Ross Tompkins , Assistant to the Town Manager Phone: 919-968-2707	Staff is preparing information to respond to this request.
06/13/2018	Steve Moore	Accessibility of Historical Old Chapel Hill Cemetery Files.	Parks & Recreation Linda Smith , Interim Director Parks and Recreation Phone: 919-968-2849	During Summer 2018, staff digitized the files and made them available to view and download on the Town's web site. A hard copy of the records will also be shared with the Chapel Hill Historical Society.
06/13/2018	Jeff Charles	Request to Form Study Group to Upgrade BikePed Path on Homestead Road.	Planning & Development Services Ben Hitchings , Director Phone: 919-968-2731	Staff is organizing a Homestead Road Forum to share information about the pedestrian, bicycle, and road improvements underway and planned for Homestead Road, as well as the various projects that are planned and under construction.
06/13/2018	Mayor Pam Hemminger	Regarding Reviewing Policies, Procedures, and Practices for Development.	Planning & Development Services Ben Hitchings , Director Phone: 919-968-2731	Staff is preparing information to respond to this request.

Meeting Date	Petitioner	Petition Request	Departments Responsible	Petition Status
06/13/2018	Ondrea Austin	CHALT's Request to Revise the Tree Ordinance.	Planning & Development Services Ben Hitchings , Director Phone: 919-968-2731	Staff is preparing information to respond to this request.
06/13/2018	Mayor pro tem Jessica Anderson	Request to Amend Bus Advertising Policy.	Transit Brian Litchfield , Transit Director Phone: 919-969-4908	Staff is preparing information to respond to this request.
05/23/2018	Jenn Weaver and Julia Sendor	Request for Funding a Position at the Orange County Food Council	Town Manager Ross Tompkins , Assistant to the Town Manager Phone: 919-968-2707 Housing & Community Loryn Clark , Executive Director Phone: 919-969-5076	The County and Town Managers are reviewing a draft Food Council interlocal agreement. If the County establishes this position and hires an employee, and the Council is interested in partially funding the position, the Town can allocate funds at that time.
05/23/2018	Mt. Carmel Church Road Residents	Request Regarding Chapel Hill Cooperative Preschool	Planning & Development Services Ben Hitchings , Director Phone: 919-968-2731 Town Attorney Ralph Karpinos , Attorney Phone: 919-968-2746	Staff is preparing information to respond to this request.
05/09/2018	Maria Palmer	Request for Town of Chapel Hill to Stop Support of UNC Sports until Silent Sam Statue is Removed.	Police Chris Blue , Police Chief Phone: 919-968-2766 Town Manager Ross Tompkins , Assistant to the Town Manager Phone: 919-968-2707	Via a 09/21/18 letter sent to Chancellor Carol Folt, the Council reaffirmed the Town of Chapel Hill's request for relocation of the Silent Sam monument and noted "an unsustainable strain on our mutual aid agreement for public safety."

Meeting Date	Petitioner	Petition Request	Departments Responsible	Petition Status
04/11/2018	Transportation and Connectivity Board and Planning Commission	Request the Town Adopt a Vision Zero Policy.	Planning & Development Services Ben Hitchings , Director Phone: 919-968-2731	The Town was selected to participate in the national "Road to Zero" program, which helps communities develop road systems and pedestrian safety plans aligned with Vision Zero.
03/14/2018	Council Members Anderson, Gu, and Schaevitz	Request Regarding Addressing Blue Hill District Community Interests.	Planning & Development Services Ben Hitchings , Director Phone: 919-968-2731	At the 06/27/18 business meeting, the Council enacted ordinance amendments to encourage non-residential development and address building size in the district. Remaining items are scheduled to come to Council in early 2019.
02/21/2018	Kimberly Brewer	Request to Make Tiny Homes a Legal and Affordable Housing Option.	Housing & Community Loryn Clark , Executive Director Phone: 919-969-5076 Planning & Development Services Ben Hitchings , Director Phone: 919-968-2731	Staff has met with the petitioner and is preparing additional information to respond to this request.
11/29/2017	Council Members Anderson and Parker	Regarding East Rosemary Street Design Guidelines.	Planning & Development Services Ben Hitchings , Director Phone: 919-968-2731 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
11/15/2017	Whit Rummel	Request to Reconsider Land Use of Certain Properties along Estes Drive.	Planning & Development Services Ben Hitchings , Director Phone: 919-968-2731	Staff provided information on the Town's rezoning process and how a property owner can apply for rezoning. In addition, the Charting Our Future initiative will help clarify what the community would like to see developed in specific areas of Town.
09/06/2017	Tom Henkel from the Environmental Stewardship Advisory Board	Request for Modification to the Ephesus-Fordham Form-Based Code for the Purposes of Energy Efficiency.	Planning & Development Services Ben Hitchings , Director Phone: 919-968-2731	Where feasible, modifications will be considered as part of the development process for the Blue Hill Design Guidelines.
02/13/2017	Transportation and Connectivity Advisory Board	Request for Increased Staff Time to the Town Staff Bicycle and Pedestrian Committee; and Request for a Process to Update and Modify Bicycle and Pedestrian Projects Reviewed by the Board.	Town Manager Ross Tompkins , Assistant to the Town Manager Phone: 919-968-2707 Planning & Development Services Ben Hitchings , Director Phone: 919-968-2731	Regular updates on bicycle and pedestrian projects are now being provided at board meetings. Staff will propose a way to consider future staffing resources at an upcoming board meeting.
01/23/2017	Transportation and Connectivity Advisory Board	Request to Support Low/No Vision Guidelines to be Included in the Town's Engineering Manual as Stated in the April 11, 2016 Petition to Council	Public Works Lance Norris , Public Works Director Phone: 919-969-5100 Planning & Development Services Ben Hitchings , Director Phone: 919-968-2731	Request incorporated into process to update Public Works Engineering Design Manual.

Meeting Date	Petitioner	Petition Request	Departments Responsible	Petition Status
11/07/2016	Heather Payne	Regarding Development Proposed at 111 Purefoy Road.	Planning & Development Services Ben Hitchings , Director Phone: 919-968-2731 Town Attorney Ralph Karpinos , Attorney Phone: 919-968-2746	A revised application was submitted to the Town on 04/30/2018. A public information meeting was held 05/16/18. At its 10/16/18 meeting, the Planning Commission denied the applicant's request for site plan approval.
11/07/2016	Mayor Hemminger	Regarding Parking and Transit Needs in Downtown Area.	Planning & Development Services Ben Hitchings , Director Phone: 919-968-2731 Police Chris Blue , Police Chief Phone: 919-968-2766 Public Works Lance Norris , Public Works Director Phone: 919-969-5100	Staff shared information about different strategies and best practices and will return with recommendations in Fall 2018.
05/09/2016	Stormwater Management Utility Advisory Board	Request for Orange County Commissioners to Increase Staffing in Soil and Erosion Control Division and Improve Efficiency of Temporary Soil Erosion and Sediment Controls During Construction.	Public Works Lance Norris , Public Works Director Phone: 919-969-5100	Petition forwarded to Orange County. Consider changes to soil erosion and sediment control as part of Public Works Engineering Design Manual updates.
04/11/2016	Transportation and Connectivity Advisory Board	Request for Senior Citizen Pedestrian Mobility and Complete Street Implementation	Public Works Lance Norris , Public Works Director Phone: 919-969-5100	Request incorporated into process to update Public Works Engineering Design Manual.

Meeting Date	Petitioner	Petition Request	Departments Responsible	Petition Status
04/11/2016	Transportation and Connectivity Advisory Board	Request to Incorporate Proposed No-Vision and Low-Vision Pedestrian Facilities Guidelines into Design Manual and Development Code as Required	Public Works Lance Norris , Public Works Director Phone: 919-969-5100	Request incorporated into process to update Public Works Engineering Design Manual.
02/22/2016	Ken Larsen	Regarding Town Formulas for Development Parking Space	Planning & Development Services Ben Hitchings , Director Phone: 919-968-2731	Referred to the Future Land Use and Land Use Management Ordinance rewrite process, which began in Fall 2017.

Last modified on 11/20/2018 3:15:06 AM



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Item Overview

Item #: 5., **File #:** [18-0940], **Version:** 1

Meeting Date: 11/28/2018

Consider an Application for Land Use Management Ordinance Text Amendment -Self-Storage Facility, Conditioned.

See Staff Report on next page.

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

PRESENTER: Judy Johnson, Operations Manager

- a. Introduction and revised recommendations
- b. Comments and questions from the Mayor and Town Council
- c. Motion to adjourn the Public Hearing.
- d. Motion to adopt the Resolution of Consistency with the Comprehensive Plan
- e. Motion to enact Revised Ordinance A, approving the Land Use Management Ordinance Text Amendment.

RECOMMENDATION: That the Council close the Public Hearing, adopt the Resolution of Consistency, and enact Revised Ordinance A, approving the Land Use Management Ordinance Text Amendment.



CONSIDER AN APPLICATION FOR LAND USE MANAGEMENT ORDINANCE TEXT
AMENDMENT – SELF-STORAGE FACILITY, CONDITIONED

STAFF REPORT

TOWN OF CHAPEL HILL PLANNING AND DEVELOPMENT SERVICES
Ben Hitchings, Director
Judy Johnson, Operations

<p>PUBLIC HEARING DATE November 28, 2018</p>	<p>APPLICANT Redwing Land, LLC</p>
<p>TOWN MANAGER'S RECOMMENDATION</p> <p>I have reviewed and discussed key issues with Town staff. Based on the information in the record to date, I believe the Council could make the findings required to approve the request with the conditions in the attached Revised Ordinance A. I recommend that the Council close the Public Hearing and 1) Adopt Resolution A finding that the proposed text amendment to be reasonable and consistent with the Town's Comprehensive Plan; and 2) enact Revised Ordinance A to amend the Land Use Management Ordinance to allow self-storage facilities.</p>	
<p>UPDATES SINCE PUBLIC HEARING</p> <p>Staff has revised Ordinance A to clarify the proposed changes. Staff modified the proposed Special Standards Section 6.23 in Revised Ordinance A so the increase in floor area ratio to 0.29 is limited for the self-storage use, instead of the Office/Institutional-2 (OI-2) zoning district. We believe this will limit unintended consequences of the change.</p>	
<p>PROCESS</p> <p>The application before the Council is for Text Amendment approval. The Council must consider the three findings for enactment of the Land Use Management Text Ordinance Amendment:</p> <ol style="list-style-type: none"> 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. 	
<p>DECISION POINTS</p> <p>The applicant proposes to:</p> <ol style="list-style-type: none"> 1. Add an "S" to the Use Matrix in Table 3.7-1 in order to permit Self-Storage Facilities, Conditioned, in the Office/Institutional-2 (OI-2) District as a Special Use. 2. Require that Self-Storage Facilities, Conditioned, be subject to standards in the following LUMO sections: <ol style="list-style-type: none"> a. Table 5.6.6-1, Schedule of Required Buffers. b. Section 5.9.7, Minimum and Maximum Off-street Parking Space Requirements. 3. Establish special standards in LUMO Article 6.23 to allow Self-Storage Facilities, Conditioned, in order to: <ol style="list-style-type: none"> a. Mitigate the negative activities that may occur at a storage facility; b. Address design considerations; and c. Address locational concerns within an office/institutional district. d. Increase the Floor Area Ratio from 0.264 to 0.290 for self-storage facilities. 	
<p>ATTACHMENTS</p>	<ol style="list-style-type: none"> 1. Draft Staff Presentation 2. Resolution A, Resolution of Consistency 3. Revised Ordinance A, enacting the amendment to the Land Use Management Ordinance 4. Resolution B, denying the amendment 5. Responses to Questions from Public Hearing



LUMO Text Amendment Office/Institutional-2 (OI-2) Zoning District

November 28, 2018

DRAFT

RECOMMENDATION

24

That the Council:

- Close the Public Hearing;
- Adopt the Resolution of Consistency with the Comprehensive Plan;
- Enact Revised Ordinance A, approving the Text Amendment.

DRAFT

Text Amendment Process

25



1. Allow Self-Storage Facility, Conditioned as a Special Use;
2. Create Special Standards for Storage facilities;

DRAFT

Self-Storage Facility, Conditioned:

A conditioned building devoted primarily to the storage of personal equipment, records, goods, and belongings that contains separate conditioned storage spaces that are designed to be leased or rented individually. All storage shall be within an enclosed building. Storage spaces with individual exterior accesses are not permitted.

DRAFT

Use Table 3.7-1

Table 3.7-1: Use Matrix										
Uses	Use Group	Commercial Zoning Districts						Industrial		
		Town Center (TC)	Community Commercial (CC)	Neighborhood Commercial (NC)	Office/Intitutional (OI-)				Industrial (I)	Innovative Light Industrial Conditional (LICZD)
		TC-1, TC-2, TC-3			OI-1	OI-2	OI-3	OI-4		
Self Storage Facility, Conditioned	C	—	—	—	—	S	—	—	—	YZ

DRAFT

1. Allow Self-Storage Facility, Conditioned as a Special Use;

2. Create Special Standards for Storage facilities;

DRAFT

LUMO Article 6. Special Regulations

Section 6.23 Self-storage Facility, Conditioned:

- Not principal use on lot;
- Floor Area Ratio of 0.290;
- Street setback of 200 feet;
- Enclosed building;
- No truck rental;
- Architectural details:
 - ✓ change in wall plane
 - ✓ materials such as brick or stone
 - ✓ window transparency standards

DRAFT

Considerations

- Increased development potential of OI-2 zoned properties;
- Public process would be required for changes;
- Economic Development/Fiscal Consideration;
- Town standards (and proposed new) apply to development.

DRAFT

That the Council:

- Close the Public Hearing;
- Adopt the Resolution of Consistency with the Comprehensive Plan;
- Enact Revised Ordinance A, approving the Text Amendment.

DRAFT

RESOLUTION A
(Resolution of Consistency)

A RESOLUTION REGARDING AMENDING ARTICLES 3, 5, AND 6 OF THE LAND USE MANAGEMENT ORDINANCE RELATED TO SELF-STORAGE FACILITIES, CONDITIONED, IN THE OFFICE/INSTITUTIONAL-2 (OI-2) DISTRICT AND CONSISTENCY WITH THE CHAPEL HILL 2020 COMPREHENSIVE PLAN (2018-11-28/R-4)

WHEREAS, the Planning Commission reviewed the text amendments to permit Self-Storage Facility, Conditioned as a Special Use in the Office/Institutional-2 District on June 6, 2018 and recommended that the Council enact the text amendments at its meeting on June 20, 2018; and

WHEREAS, the Planning Commission reviewed an amended text amendment to permit Self-Storage Facility, Conditioned as a Special Use in the Office/Institutional-2 (OI-2) zoning district and to amend the permitted Floor Area Ratio in the Office/Institutional-2 (OI-2) from 0.264 to 0.290 on August 21, 2018 and recommended that the Council enact the text amendments at its meeting on August 21, 2018; and

WHEREAS, the Council of the Town of Chapel Hill has considered an amendment to the permitted Floor Area Ratio and has chosen to limit the increased Floor Area Ratio of 0.290 to the Special Standards section 6.23 Self-Storage Facilities; and

WHEREAS, the Council of the Town of Chapel Hill has considered the proposal to amend the Land Use Management Ordinance to permit Self-Storage Facility, Conditioned as a Special Use in the Office/Institutional-2 (OI-2) zoning district, and to create special standards, and finds that the amendments, if enacted, are 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:

- Balance and sustain finances by increasing revenues and decreasing expenses.
- A community that welcomes and supports change and creativity

NOW, THEREFORE, BE IT RESOLVED by the Council of the Town of Chapel Hill that the Council hereby finds the proposed Land Use Management Text Amendments to be reasonable, in the public interest, and consistent with the Town's Comprehensive Plan.

This the 28th day of November, 2018.

AN ORDINANCE AMENDING ARTICLES 3, 5, AND 6 OF THE LAND USE MANAGEMENT ORDINANCE RELATED TO SELF-STORAGE FACILITY, CONDITIONED (2018-11-28/O-1)

WHEREAS, the Council of the Town of Chapel Hill has considered the proposed text amendment to the Land Use Management Ordinance (LUMO) to define and regulate "Self-Storage Facility, Conditioned" as a permitted use and finds that the amendment, if enacted, is reasonable and in the public's interest and is warranted, to achieve the purposes of the Chapel Hill 2020 Comprehensive Plan.

NOW, THEREFORE, BE IT ORDAINED by the Council of the Town of Chapel Hill that Appendix A, the Land Use Management Ordinance of the Town Code of Ordinances is amended as follows:

Section 1. - Article 3. Section 3.7 Use Regulations, Table 3.7-1: Use Matrix is hereby amended to add an "S" in the Office/Institutional-2 (OI-2) column and to add "Self" in the Uses column, as noted below:

		General Use Zoning District									
Uses	Use Group	TC-1, TC-2, TC-3	CC	NC	OI-1	OI-2	OI-3	OI-4	I	LI-CZ D	MH
<u>Self-Storage Facility, Conditioned</u>	C	—	—	—	—	<u>S</u>	—	—	—	YZ	—

Section 2. - Article 5. Table 5.6.6-1 Schedule of Required Buffers – The Proposed Principal Use in column five is hereby amended to read as follows:

	Proposed Principal Use				
Adjacent* Existing Principal Use#	Major Subdivision creating lots for single or two-family dwellings or Class A mobile home	Any other principal use in Use Group A, except essential services	Any principal use in Use Group B	Automotive repair, maintenance and/or storage facility, <u>self-storage facility, conditioned</u> , light manufacturing, supply yard	Any principal use in Use Group C other than the above

Section 3. - Article 5. Section 5.9.7 Minimum and Maximum Off-Street Parking Space Requirements is hereby amended to read as follows:

Use	Vehicular Parking		Bicycle Parking
	Town Center Zoning	Non-Town Center Zoning	

	Minimum Number of Parking Spaces	Maximum Number of Parking Spaces	Minimum Number of Parking Spaces	Maximum Number of Parking Spaces	Minimum Bicycle Parking requirements
Maintenance and/or storage facility <u>and self- storage facility, conditioned</u>	N/A	N/A	1 per 2,500 sq. ft.	1 per 1,500 sq. ft.	Min 4

Section 4. - Article 6. Special Regulations for Particular Uses is hereby amended to add a new Section 6.23 to read as follows:

"Section 6.23 - Self-storage Facility, Conditioned. This section establishes standards, outside of the LI-CZD, so that Self-storage Facility, Conditioned, may be appropriately sited in commercial and/or office-institutional zones, while maintaining the desired character and function of those zones, since their use and low activity level do not add vitality and interest to an area. Self-Storage Facilities, Conditioned, spaces should be designed with the exterior appearance of an office building or commercial building as well as be designed to be compatible with the surrounding development and the desired character of the district. The following standards shall be applied:

1. Self-storage facilities, Conditioned, zoning lots shall have a floor area ratio of 0.290.
2. Self-storage facilities, Conditioned, shall not be permitted on property located at an intersection with any arterial street. This extends to include properties 100 feet from the center point of an intersection.
3. The maximum building frontage for a Self-storage Facility, Conditioned, on a public right-of-way shall be 100 linear feet.
4. Self-storage facilities, Conditioned, shall not be the principal use on a zoning lot, but shall be on the same zoning lot as other office, commercial, and/or institutional uses permitted in the zoning district.
5. Self-storage facilities, Conditioned, shall have a street setback of a minimum of 200 feet from the public right-of-way.
6. All access to the individual storage units shall be through the interior of the building only.
7. Overhead doors, loading bay doors, and/or garage type doors shall not face residentially zoned parcels nor be permitted on the front face of the building. The Town Council may grant an exception to this standard if the applicant demonstrates that, due to the unusual shape or topography of the lot or an adjoining lot, or due to the location or design of existing structures, the nature of the proposed use, or other similar features, the application of this standard would be unreasonable. If such an exception is granted, loading docks, entrances, zones or bays shall be screened with a fifty (50) foot Type D evergreen buffer.
8. The only activities permitted in individual storage units shall be the rental of the unit and the pickup and deposit of goods and/or property in storage. Storage units shall not be used for activities such as, but not limited to:
 - a. Residences, offices, workshops, studios, the pursuit of hobbies, and/or rehearsal areas;
 - b. Manufacturing, fabrication, or process of goods; service or repair of vehicles, engines, lawnmowers, boats, trailers, appliances, or other

- electrical/miscellaneous equipment; or any other industrial and/or commercial activity;
- c. Conducting garage or estate sales. This prohibition does not preclude the auctions or sales for the disposition of abandoned or unclaimed property from the Self-storage Facility, Conditioned.
 - d. Storage of flammable, perishable, or hazardous materials;
 - e. The keeping of animals.
9. All storage shall be within a completely enclosed building. The outdoor storage of inventory, materials, vehicles, trailers, recreational vehicles, or merchandise is prohibited. There shall be no outdoor storage or usage of storage pods or shipping containers.
 10. No customers may store trucks, trailers, or vehicles of any kind on the site. The storage business may park up to two (2) trucks (pick-up or box) for employees and customer use. These trucks shall be parked behind the building.
 11. Electrical service to the storage units shall be for lighting and climate control only. No electrical outlets shall be permitted inside individual storage units. Lighting fixtures and switches shall be of a secure design that shall not allow tapping the fixtures for other purposes.
 12. Outdoor display of merchandise or goods of any kind is prohibited.
 13. Truck and/or trailer rental operations are prohibited.
 14. Night lighting and security lighting shall be designed to ensure no off-site glare is directed to neighboring parcels. All night and security lighting shall be shielded to direct light onto the site and away from adjacent property. Lighting, interior and exterior, for portions of the building that face residentially zoned or used property shall be motion activated only.
 15. "Crown signs" are prohibited. Signs, interior or exterior, shall not face residentially zoned or used parcels.
 16. Fences and walls shall be compatible with the design and materials of the building and the site. Decorative metal or wrought iron fences are preferred. Chain-link (or similar) fences, barbed or razor wire fences, and walls made of precast concrete blocks are prohibited.
 17. Self-storage facilities, Conditioned, shall:
 - a. Be permitted only within multistory buildings with an architecturally prominent entry and lobby;
 - b. Have at least forty (40) percent of the principle façade above the ground floor composed of exterior wall openings filled with actual windows or designed to have the external appearance of windows;
 - c. All windows shall have a minimum of seventy (70) percent visible light transmission;
 - d. Not be constructed of smooth-faced concrete block, painted masonry, precast concrete panels, and prefabricated metal sheets.
 - e. Be surfaced with high quality materials such as, but not limited to, stone, split face block, and/or brick;
 - f. Include a change in wall plane, a recess, or reveal every fifty five (55) feet on the principle façade when the building is greater than sixty (60) feet in length; and,
 - g. Include architectural features that add depth, details, and convey visual interest to prevent a utilitarian, warehouse-like appearance.

Section 5. This ordinance shall be effective upon enactment.

This the 28th day of November, 2018.

RESOLUTION B
(Denying the Application)

A RESOLUTION DENYING AMENDING ARTICLES 3, 5, AND 6 OF THE LAND USE
MANAGEMENT ORDINANCE RELATED TO SELF-STORAGE FACILITIES, CONDITIONED
(2018-11-28/R-5)

WHEREAS, the Planning Commission reviewed the text amendments to permit Self-Storage Facilities, Conditioned, as a Special Use in the Office/Institutional-2 (OI-2) District on June 6, 2018 and recommended that the Council enact the text amendments at its meeting on June 20, 2018; and

WHEREAS, the Planning Commission reviewed an amended text amendment to permit Self-Storage Facilities, Conditioned, as a Special Use in the Office/Institutional-2 (OI-2) zoning district and to amend the permitted Floor Area Ratio in the Office/Institutional-2 (OI-2) from 0.264 to 0.290 on August 21, 2018 and recommended that the Council enact the text amendments; and

WHEREAS, the Council of the Town of Chapel Hill has considered the proposal to amend the Land Use Management Ordinance to permit Self-Storage Facilities, Conditioned, as a Special Use in the Office/Institutional-2 (OI-2) zoning district, and to create special standards, and finds that the amendments are unreasonable, not in the public's interest, and inconsistent with the Town's Comprehensive Plan.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Town of Chapel Hill that the Council hereby finds the proposed Land Use Management Text Amendments to be unreasonable, not in the public interest, and inconsistent with the Town's Comprehensive Plan.

This the 28th day of November, 2018.

PUBLIC HEARING DATE November 28, 2018	APPLICANT Redwing Land, LLC
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RESPONSES TO QUESTIONS FROM PUBLIC HEARING

The following summarizes concerns raised at the Public Hearing and provides staff and applicant responses:

1. What are the negative activities associated with a self-storage facility?

Staff Response: The following is a list of activities associated with a self-storage facility:

Pro	Con
Low traffic impact	Noise
Low impact on services	Lighting impacts
Commercial tax revenue	Low activity level do not add vitality and interest to area
Limited parking/impervious surface	
Limited hours of operation	
Low crime	

2. How can lighting impacts be mitigated?

Staff Response: The Land Use Management Ordinance requires that off-site lighting at the property line not exceed 0.3 footcandles. The Community Design Commission would also review and approve, the proposed lighting plan and fixtures. Special consideration could be added to the Special Use Permit stipulations for dark sky considerations as well as requiring light shields.

3. What is the impact on the Office/Institutional-2 (OI-2) zoning district?

Staff Response: With the revised proposal before the Council this evening, the only change to the Office/Institutional-2 (OI-2) zoning district is to allow self-storage facilities as a land use with a Special Use Permit. At the Public Hearing, the proposal included an increase to the floor area ratio. Staff has revised this so that the increase in floor area is limited for the self-storage land use, not the zoning district.

4. Provide information on other towns and their zoning codes.

Staff Response: Staff has reviewed zoning codes from Durham, Raleigh, Cary, and Carrboro. The table below compares the different codes:

Jurisdiction	Self-storage use	Special Standards
Raleigh	In specific zoning districts with special standards	Minimum lot size; internally accessed, Specific buffer standards
Durham	In specific zoning districts with special standards	Screening; internally accessed; ground floor include other uses
Cary	In specific zoning districts with a Special Use Permit	No specific use standards
Carrboro	In specific zoning districts with a Special Use Permit	No specific use standards

5. Provide additional details regarding the 200-foot street setback.

Staff Response: Staff believes the 200-foot street setback would provide adequate screening from the street. The 200-foot setback would limit many of the smaller properties currently zoned Office/Institutional-2 (OI-2) from requesting a Special Use Permit from the Council for a self-storage use.

6. How can the first floor of building be activated?

Staff Response: One of the City of Durham's special standards is that the ground floor shall be a use or uses other than, and not associated with, self-service storage facilities. The Durham code does allow up to 400 square feet of office floor area associated with the storage facility.

7. How does this request coordinate with the Land Use Management Ordinance rewrite process?

Staff Response: This Text Amendment request is outside of the Land Use Management Ordinance rewrite. If the Text Amendment is enacted by the Council, the rewrite process would offer the opportunity to review the language at a later date.

8. Please explain the history of Floor Area Ratio.

Staff Response: The chart below indicates the changes in floor area ratio since the 1981 Development Ordinance.

Zoning District	1981	1997	2003-current	Proposed
OI-1	0.264	0.230	0.264	0.264
OI-2	0.264	0.328	0.264	0.264*
OI-3	0.566	0.429	0.566	0.566
OI-4	--	--	N/A	N/A
LICZD	--	--	N/A	N/A

*FAR for Self-storage facility would be 0.290



TOWN OF CHAPEL HILL

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

Item Overview

Item #: 6., File #: [18-0966], Version: 1

Meeting Date: 11/28/2018

Consider Authorizing the Town Manager to Execute a Cooperative Agreement with GoTriangle on the Durham-Orange Light Rail Transit Project.

Staff:

Ben Hitchings, Director
Judy Johnson, Operations Manager
Bergen Watterson, Transportation Planning Manager

Department:

Planning

Overview: GoTriangle requests a Cooperative Agreement with the Town of Chapel Hill to outline how the two organizations will work together efficiently during the remaining design and construction of the Durham-Orange Light Rail line. The proposed agreement attached describes roles, responsibilities, and procedures to minimize impacts on the Town and help ensure that the light rail project is built in a timely and cost-effective manner. GoTriangle is seeking similar agreements with about a dozen organizations and agencies including the City of Durham, UNC-Chapel Hill, and Duke Energy, as well as right-of-way approvals from the N.C. Department of Transportation (NCDOT). The Town's legal, planning, and engineering staff have reviewed the agreement and worked with GoTriangle to revise it and provide this final draft.



Recommendation(s):

That the Council adopt the resolution authorizing the Town Manager to execute a Cooperative Agreement with GoTriangle to ensure coordination on the design and construction of the light rail line.

Background: The Durham-Orange Light Rail Transit Project is a major investment in public transportation infrastructure and is eligible for federal funding through FTA's Capital Investment Grant (CIG) program. The Project is a light rail transit service with stations located at major activity centers in the Town of Chapel Hill and the City of Durham along a 17.7-mile segment. The Project is currently in the Engineering phase of the CIG program. During this phase, Project sponsors (GoTriangle) must satisfy several requirements, including the completion of selected third party agreements including the Cooperative Agreement with the Town. The Town has already signed a Reimbursement Agreement for GoTriangle to repay the Town for staff time spent reviewing the project plans.

The Cooperative Agreement outlines roles and responsibilities for GoTriangle and the Town to facilitate successful completion of the project, should it move forward. The Agreement outlines how GoTriangle and the Town will work together to cooperatively review and resolve matters related to engineering and design, construction, mitigation, bicycle and pedestrian improvements, operations, and maintenance.

Most of the infrastructure and facilities associated with the Durham-Orange Light Rail line are exempt from local regulation under North Carolina state statutes; however, the Cooperative Agreement would commit GoTriangle to securing an Engineering Construction Permit (ECP) from the Town before beginning construction. The Town issues an ECP after reviewing development and infrastructure projects for compliance with the Town's Public Works Engineering Design Manual, including construction specifications for site features such as streets and sidewalks, stormwater management facilities, and parking. In addition, GoTriangle has agreed to minimize tree clearing and include replacement landscaping where







feasible.

The Agreement does not commit the Town to prioritizing inspection of this project over other development and infrastructure projects.

The Agreement includes a provision noting GoTriangle's obligation to follow all applicable labor wage laws, such as the Davis-Bacon Act, as well as a commitment to provide for public involvement in the design of the stations, including features such as platforms.

Fiscal Impact/Resources: The project involves a commitment of staff time to conduct review and inspections, similar to other development and infrastructure projects in the Town. The Cooperative Agreement references a separate reimbursement agreement in which GoTriangle agrees to reimburse Town staff time spent on reviewing the engineering plans for the light rail project.

Council Goals:

<input checked="" type="checkbox"/>		Create a Place for Everyone	<input type="checkbox"/>		Develop Good Places, New Spaces
<input checked="" type="checkbox"/>		Support Community Prosperity	<input checked="" type="checkbox"/>		Nurture Our Community
<input checked="" type="checkbox"/>		Facilitate Getting Around	<input type="checkbox"/>		Grow Town and Gown Collaboration



Attachments:

- Resolution
- Draft GoTriangle Presentation
- Two-page Project Summary and Timeline
- Cooperative Agreement

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

PRESENTER: Bergen Watterson, Transportation Planning Manager, Town of Chapel Hill
John Tallmadge, Interim Durham-Orange Light Rail Transit Project Director

RECOMMENDATION: That the Council adopt the resolution authorizing the Town Manager to execute a Cooperative Agreement with GoTriangle to ensure coordination on the design and construction of the light rail line.

A RESOLUTION AUTHORIZING THE TOWN MANAGER TO EXECUTE A COOPERATIVE AGREEMENT WITH GOTRIANGLE FOR THE DURHAM-ORANGE LIGHT RAIL TRANSIT PROJECT (2018-11-28/R-6)

WHEREAS, the Town Council has established goals to Facilitate Getting Around, Support Community Prosperity, and Create a Place for Everyone; and

WHEREAS, GoTriangle is seeking funding that would bring an estimated \$1.238 billion federal matching investment in transportation infrastructure to serve Chapel Hill and Durham; and

WHEREAS, construction of a major infrastructure facility such as the Durham-Orange light rail line necessitates cooperation between a number of partners in order to keep the project on schedule and under budget; and

WHEREAS, GoTriangle is proposing to undergo review and approval of an Engineering Construction Permit to minimize impacts on Chapel Hill, even though the planned improvements located in Chapel Hill are exempt from local regulation under state statutes; and

WHEREAS, an existing Reimbursement Agreement for the Durham-Orange Light Rail Transit Project was executed on June 29, 2018 to refund the Town for staff time spent reviewing the project plans; and

WHEREAS, the Federal Transit Administration requires execution of this Agreement to demonstrate ongoing coordination between GoTriangle and the Town; and

WHEREAS, GoTriangle has agreed to meet applicable labor wage laws, such as the Davis-Bacon Act; and

WHEREAS, GoTriangle has agreed to continue to work with the Town to gather input from community stakeholders on the design of the stations.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Town of Chapel Hill that the Council hereby authorizes the Town Manager to execute on behalf of the Town a Cooperative Agreement with GoTriangle for the Durham-Orange Light Rail Transit Project to sustain cooperation and coordination between the Parties.

This the 28th day of November, 2018.



Durham-Orange Light-Rail Transit Project Cooperative Agreement

Chapel Hill Town Council Economic Sustainability Committee meeting

November 28, 2018

DRAFT

Tentative Federal Grant Application Schedule

- Undergo next FTA review (Risk Assessment) November 27-30, 2018.
- Finalize agreements and secure remaining nonfederal funds including public and private donations through the GoTransit Partners Capital Campaign by early 2019.
- Submit federal grant application by April 2019.
- Anticipate Full Funding Grant Agreement September 2019.
- State law deadline to secure all federal revenues by November 2019.

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Critical Third-Party Agreements

- Twelve agreements identified by FTA:
 - **Town of Chapel Hill** and City of Durham
 - UNC-Chapel Hill, NC Central University, Duke University
 - North Carolina Railroad lease, Norfolk Southern O&M
 - AT&T, Duke Energy, PSNC
 - VA Medical Center and NCDOT

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What is a Cooperative Agreement?

- Describes how partners will work together to resolve issues during remainder of design and construction.
- Describes roles, responsibilities, and procedures that will help the Light Rail get built on time and within budget.
- Outlines how GoTriangle will minimize impacts to the Town and maximize benefits.

DRAFT

Cooperative Agreement Key Points

- GoTriangle will meet with the Town at least once every three months, and all relevant Town departments will be represented.
- GoTriangle's contractors, consultants, and subcontractors will abide by applicable laws, including labor wage laws (Davis-Bacon Act).
- GoTriangle will continue gathering input from community stakeholders on station design.

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Cooperative Agreement Key Points

- GoTriangle will submit 90% design plans to the Town for review and comment.
- Construction will not begin until Chapel Hill issues its Engineering Construction Permit.
- GoTriangle will obtain all required federal, state, or local permits and approvals related to the Project.
- GoTriangle will work with the Town to avoid unreasonable disruption during construction.

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Project-related Improvements

- GoTriangle will be responsible for construction of all improvements needed for the Project:
 - Sidewalks and multi-use paths
 - Utilities and drainage
 - Traffic signals and lanes
 - Signs and street lights

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GO FORWARD

A COMMUNITY INVESTMENT IN TRANSIT

Questions

DRAFT

November 13, 2018

Chapel Hill GoTriangle Cooperative Agreement

Durham-Orange Light Rail Transit Project

What does the Chapel Hill Cooperative Agreement do?

1. The Chapel Hill Cooperative Agreement describes how GoTriangle and Chapel Hill will work together to maintain a healthy partnership and resolve issues that may arise during the remainder of design and construction.
2. The Cooperative Agreement describes roles, responsibilities, and procedures that will be established to ensure that the Light Rail gets built on time and within the budget.
3. The Cooperative Agreement outlines how GoTriangle will continue its collaboration with Chapel Hill to minimize impacts to the Town and maximize benefits like bike and pedestrian connectivity.

Highlights of the Cooperative Agreement

4. GoTriangle and Chapel Hill will work together to cooperatively review and resolve matters related to engineering and design, construction, mitigation, bike and pedestrian improvements, operations, and maintenance.
5. The Town will review and approve construction of the Project through its Engineering Construction Permit process.
6. GoTriangle will work with the Town to avoid unreasonable disruption during construction.
7. GoTriangle will work with the Town to receive information about regulations, constraints, design standards, potential impacts, maintenance, operations, technical reports, and bike/pedestrian facilities.
8. To make sure Chapel Hill can complete a comprehensive review and GoTriangle can effectively address Town concerns, GoTriangle will meet with the Town at least once every three months, and all relevant Town departments will be represented in the meeting.
9. GoTriangle will submit 90% design plans to the Town for review, and we will help the Town complete the review by answering questions and responding to comments.
10. GoTriangle will be responsible for construction of all improvements needed for the Project, which includes things like sidewalks, multi-use paths, utilities, drainage, traffic signals, signs, traffic lanes, and street lights.
11. GoTriangle will not green-light construction in Chapel Hill until Chapel Hill issues its Engineering Construction Permit.
12. GoTriangle is responsible for obtaining all required federal, state, or local permits and approvals related to the Project.
13. Chapel Hill is not required to carry insurance to cover GoTriangle's work or property.
14. All of GoTriangle's contractors, consultants, and subcontractors will be required to carry commercial general liability insurance.
15. All of GoTriangle's contractors, consultants, and subcontractors will abide by all applicable laws, including labor wage laws, such as the Davis-Bacon Act.
16. GoTriangle will continue to work with the Town to gather input from community stakeholders on station design.

November 13, 2018

Project Timeline

- **November 30, 2019** – All federal funding must be committed, according to state law.
- **September 2019** – Anticipated federal grant agreement (FFGA) execution.
- **April 30, 2019** – All non-state, non-federal funding must be committed, according to state law.
- **April 2019** – Anticipated federal grant (FFGA) application
- **January 2019** – Anticipated commitment of all remaining funding in the financial plan that does not come from the federal grant agreement.
- **January 2019** – Anticipated execution of all remaining agreements required for the federal grant application.
- **December 3, 2018** – City of Durham votes to execute needed agreements and annex/rezone Rail Operations and Maintenance Facility.
- **November 28, 2018** – Town of Chapel Hill votes to execute cooperative agreement.
- **Now - November 2018** – Public comment period for the supplemental environmental assessment.

GOTRIANGLE CONTRACT NUMBER: 18-031

RESEARCH TRIANGLE REGIONAL PUBLIC
TRANSPORTATION AUTHORITY d/b/a
GOTRIANGLE

and

TOWN OF CHAPEL HILL

COOPERATIVE AGREEMENT FOR THE DURHAM-ORANGE LIGHT RAIL TRANSIT PROJECT

THIS COOPERATIVE AGREEMENT FOR THE DURHAM-ORANGE LIGHT RAIL TRANSIT PROJECT ("Agreement") is made by and between the Research Triangle Regional Public Transportation Authority d/b/a GoTriangle ("GoTriangle"), a public body and body corporate and politic of the State of North Carolina, and the Town of Chapel Hill, North Carolina ("Town"), a municipal corporation of the State of North Carolina. GoTriangle and the Town may be referred to individually as a "Party" and collectively as the "Parties."

I. RECITALS

A. GoTriangle

GoTriangle, a regional public transportation authority organized under the laws of North Carolina, operates and conducts its activities in Durham, Orange, and Wake counties of North Carolina. GoTriangle's powers, duties, and purposes are set forth in Article 26 of Chapter 160A of the North Carolina General Statutes, as amended. GoTriangle's broad purpose is "to finance, provide, operate, and maintain for a safe, clean, reliable, adequate, convenient, energy efficient, economically and environmentally sound public transportation system for the service area of the Authority through the granting of franchises, ownership and leasing of terminals, buses and other transportation facilities and equipment, and otherwise through the exercise of the powers and duties conferred upon it, in order to enhance mobility in the region and encourage sound growth patterns" (N.C.G.S. 160A-608). GoTriangle is the local sponsor for the Durham-Orange Light Rail Transit Project ("Project") and is working directly with the Federal Transit Administration ("FTA") to deliver the Project for the benefit of the general public.

B. The Town

The Town is a municipal corporation located in Orange County and Durham County, North Carolina, with the powers, duties, and purposes set forth in North Carolina law. The Town supports the Project and recognizes its value to the residents of the Town, the general public, and the State of North Carolina. As proposed, the Project may impact various Town resources, including rights-of-way, other land, utilities, facilities, buildings, drainage systems, vegetation and landscaping, and other properties and assets (collectively, "Town Property").

C. Durham-Orange Light Rail Transit Project

The Project, with a budget of approximately \$2.47 billion, is a major investment in public transportation infrastructure and is eligible for federal funding through FTA's Capital Investment Grant ("CIG") program. The Project is a light rail transit service with stations located at major activity centers in the Town of Chapel Hill and the City of Durham along a 17.7-mile alignment. The Project also includes a rail operations and maintenance facility (ROMF) and parking facilities. See Exhibit A (Project Map). The Project is currently in the Engineering phase of the CIG program. During the Engineering phase, project sponsors must satisfy several requirements, including the completion of all critical third party agreements. This Agreement has been identified by FTA as critical and a precondition to construction funding.

D. Ongoing Cooperation and Coordination

This Agreement describes major roles and responsibilities applicable to each Party in connection with the successful implementation of the Project. Sustained cooperation and coordination between the Parties is necessary in order to build the Project within established parameters of budget and schedule, while also minimizing impact to Town Property to the greatest extent practicable. Implementation of the Project may require additional approvals and agreements between the Parties. This Agreement memorializes the Parties' commitment to cooperate in good faith and is a record of their shared interest in advancing the Project to full operation and revenue service in a timely, cost-effective, and efficient manner.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, GoTriangle and the Town agree as follows:

II. SPECIAL TERMS AND CONDITIONS

A. Term of the Agreement

This Agreement shall become effective on the last date executed below and shall continue in force until: terminated by written agreement between the Parties; terminated pursuant to Art. III, Sec. C of this Agreement; or on December 31, 2021 if GoTriangle has not obtained a Full Funding Grant Agreement for the Project by that date ("Term").

B. Project Cooperation

The Parties shall work efficiently and cooperatively to review and resolve all Project-related matters between the Parties. This cooperation shall encompass engineering and design, construction, mitigation, and operations and maintenance. The Parties shall support the schedule for the Project developed by GoTriangle and shall take timely actions on matters for which they are responsible under this Agreement. The Parties shall continue to work together to identify ways to improve bicycle and pedestrian connections to stations, to identify strategies to further minimize the visual effects of the Project, to encourage community input regarding the Project generally and station design specifically, and to minimize impacts to Town Property.

To carry out this Agreement effectively, each Party shall appoint a Project Coordination Manager ("PCM"). The PCM for each Party shall routinely monitor the status of Project-related decision-making and commitments by the Parties; shall routinely confer with the PCM for the other Party; and shall facilitate ongoing and productive coordination between the Parties, including (i) the exchange and flow of information between GoTriangle and the Town specific to the Project, (ii) tracking progress of decision-

making related to Project-related matters within the Town's purview, and (iii) making non-binding recommendations to resolve any problems or issues concerning the Project.

C. Project Schedule

The Town and GoTriangle shall use their best efforts to adhere to the Project Schedule, incorporated into this Agreement as Exhibit B. GoTriangle retains the right to make adjustments to the schedule as it deems necessary or appropriate. Notifications of schedule adjustments will be provided to the Town on a monthly basis or with greater frequency as appropriate.

D. Exemption from Town Requirements

The Project is a linear public transportation system comprised of component parts, such as tracks, bridges, station platforms, and electrical systems. The siting, design, construction, installation, operation, and maintenance of the component parts of the Project are exempt from regulation under the Town's zoning powers exercisable under Article 19, Part 3 of Chapter 160A of the N.C. General Statutes, except where a component part constitutes the "erection, construction, and use of buildings" within the meaning of North Carolina law (N.C.G.S. § 160A-392). The Parties have discussed all major functional components of the Project and have identified only parking decks as a component subject to regulation, with respect to § 160A-392. The Project does not include any parking deck within the Town. This does not preclude continued collaboration between the Town and GoTriangle for Station Area Planning or coordinated review of station architecture.

E. Engineering Construction Permit

In lieu of zoning review, the Town will review and approve construction of the Project through the Town's Engineering Construction Permit ("ECP") process. GoTriangle and the Town have already collaborated, and will continue to collaborate, on development of preliminary construction plans for the Project. Upon completion of final construction plans, GoTriangle shall apply to the Town for an ECP. The Town shall coordinate review of the ECP application through its Public Works department. The review process for the ECP shall focus on issues raised by the Town during the review of the preliminary construction plans.

The ECP process shall treat separately those Project components that are located on the campus of the University of North Carolina ("UNC") from those that are not. Project components located on the UNC campus are subject to review by UNC. An ECP for Project components located on the UNC campus shall not be issued until GoTriangle has presented evidence of UNC's approval to the Town.

F. State and Federal Requirements

GoTriangle and the Town shall comply with all state and federal requirements applicable to Project, including but not limited to the requirements of the CIG program and other requirements related to the Project's eligibility for state and federal funding. Such state and federal requirements may also include, when applicable, requirements related to contracting, procurement, and worker protections (e.g., the Davis-Bacon Act). In addition, GoTriangle shall continue to implement commitments contained in final environmental documentation pursuant to the National Environmental Policy Act.

G. Right of Entry

The Town agrees to grant to GoTriangle, its consultants and contractors, right of entry and license to enter Town Property to perform activities including but not limited to: surveys, appraisals, borings, inspections, and subsurface utility exploration associated with the Project, subject to reasonable notice to the Town; GoTriangle's arranging for work so as to not unreasonably disrupt the Town's or the public's use of any Town property; and GoTriangle's committing to reasonably restore any Town property to its pre-entry condition following such exploratory work. Any acquisition by GoTriangle of rights to permanent use of Town property shall require a separate Agreement and approval of the Town's Town Council.

H. General Project Review

Overview. The PCM for each Party shall work with relevant departments and disciplines within his/her organization to coordinate timely and effective review of project construction plans, impacts, and operational matters. As part of its review, the Town is responsible for identifying the following information, to the extent possible: regulatory and feasibility concerns; physical constraints; design standards; impacts to Town Property; maintenance and operational concerns; necessary technical reports, studies, and/or calculations; and transfers of right-of-way or pedestrian or bicycle facilities. The scope of Town concerns may include but is not limited to: drainage and grades; environmental; fire, police and other emergency response; natural resources; landscaping; stormwater; traffic; water, sewer, and other utilities. GoTriangle shall make pertinent information about the Project available to aid this review.

Regular Meetings. To ensure a comprehensive review of the Project and to ensure effective reconciliation of all significant concerns, following execution of this Agreement the Parties shall convene a joint meeting no less frequently than once every three months. The meeting shall include a representative from each Town department involved in or affected by the Project. Prior to each joint meeting, the Parties' PCMs shall agree upon and circulate a written agenda to all attendees. Following each joint meeting, the Parties' PCMs shall agree upon and circulate a written summary of the meeting to all attendees. The summary shall document the nature of each issue that was discussed and whether any decisions were made.

Preliminary Drawings. GoTriangle may submit plans that are less than 90% construction drawings to the Town for review and comment. The Parties acknowledge that GoTriangle submitted 50% construction drawings to the Town for review and comment. The Town completed and returned comments to GoTriangle on the 50% construction drawings prior to execution of this Agreement.

I. Construction Plan Review

Overview. GoTriangle shall submit 90% construction drawings to the Town for review and comment. Plan formatting and other elements of the drawings may be to GoTriangle's standards. The Town may also request GoTriangle to provide other information in GoTriangle's possession related to impacts affecting Town Property.

Timeframe for Review and Comment. Prior to submittal of 90% construction drawings to the Town, the PCM for each Party shall confer to determine the timeframe allowed for Town review and comment. All comments shall be delivered to GoTriangle within the agreed-upon timeframe. If the Town intends to seek an extension of the timeframe, the PCM for each Party shall confer to determine the feasibility and duration of such extension.

GoTriangle Response to Comments. GoTriangle shall use best efforts to respond to all comments and incorporate such responses into the 100% construction drawings.

J. Impacts to Town Property and Improvements

Generally, This Agreement addresses the management of Project impacts to Town Property and addresses the Project's creation of improvements to be owned, operated, and maintained by the Town after construction is complete ("Improvement(s)"). The Town acknowledges that all Improvements or other work requested by the Town shall be screened for eligibility under FTA's funding laws, rules, and guidelines. Work that is ineligible for FTA funding is outside of the scope of the Project and of this Agreement.

GoTriangle Responsibilities. GoTriangle shall be responsible for engineering, design, and construction of all Improvements related to the Project. By way of example, Improvements may include the reconstruction or realignment of streets, pedestrian and bicycle facilities, utilities, drainage, traffic signals, signs, traffic legends, lane markings, street lighting, and traffic detours. When restoring, reconstructing, replacing, or relocating Town Property, GoTriangle shall be responsible for following adopted design standards in effect at the time of the 90% submittal. GoTriangle shall respond to Town comments in a timely manner between submittals in order to resolve review comments. The Town shall not be responsible for any delay in permit issuance incurred in order to resolve issues related to the aforementioned Improvements.

Betterments. GoTriangle is not required to provide expansions, upgrades, or enhanced levels of service ("Betterments") in connection with the Project unless a Betterment is mandated by state or federal law, regulations or standards. The Town may request GoTriangle to design and construct Betterments provided the Town reimburses GoTriangle the difference in Total Project Cost between an allowable improvement and the Betterment. "Total Project Cost" means all costs incurred for the design and construction of the improvement, including GoTriangle staff effort, design support, construction management, construction, testing, and claims resolution services.

K. Construction and Inspections

GoTriangle shall not issue a notice-to-proceed for construction within Town limits until issuance of the ECP, as set forth in Art. II, Sec. E of this Agreement. GoTriangle shall be responsible for construction and maintenance of each Improvement built under this Agreement until the Improvement is dedicated to or otherwise accepted by the Town.

GoTriangle is responsible for obtaining all federal, state, or local permits and/or approvals required for the Project. All matters related to security and liability for personnel, equipment, and material are wholly GoTriangle's responsibility. The Town does not and shall not be required to carry insurance to cover GoTriangle's activities or property. GoTriangle shall require all contractors, consultants, or subcontractors to carry commercial general liability insurance.

GoTriangle and the Town shall coordinate effective procedures for overseeing the construction of Improvements and any other construction affecting Town Property. These procedures may include pre-construction meetings, inspections, and a final walkthrough prior to acceptance of an Improvement by the Town. The Town shall acknowledge the acceptance of an Improvement by written notice to GoTriangle. The Town may request as-built drawings for Improvements upon completion of the Project.

L. Reimbursement

Reimbursement of the Town's cost for conducting design reviews is governed by separate agreement (Go-Triangle Contract 18-013) executed June 29, 2018 between the Parties.

M. Future Agreements

Additional agreements may be necessary for the successful implementation of the Project. Such future agreements may cover the following topics: construction, including temporary construction easements; dedications of right-of-way or facilities; parking; utilities; pre-revenue service testing; operations and maintenance; and GoPass program.

III. GENERAL TERMS AND CONDITIONS

A. Dispute Resolution

Informal Dispute Resolution. The Parties shall use their best efforts to informally resolve any and all disputes that arise between the Parties under this Agreement in a timely and expeditious manner. The Parties shall first endeavor to resolve any dispute by having staff discuss the dispute. If staff cannot resolve the dispute, their respective senior management shall discuss the dispute. Senior management for purposes of this Section are the General Manager for GoTriangle and the Town Manager for the Town, or other such senior managers as the respective Parties may designate. The Parties shall acknowledge and respond to notices of dispute without undue delay.

Exceptions to Informal Dispute Resolution. If Project construction and/or operations and/or a Party's act(s) or omission(s) creates an imminent threat of irreparable harm to human health, or to the environment, the affected Party shall be entitled to immediately take any and all actions necessary to mitigate the harm without engaging in dispute resolution.

Mediation. As a condition precedent to filing or pursuing any legal or equitable remedy, the Parties agree to participate in good faith in non-binding mediation through the use of a mutually-acceptable neutral mediator. The Parties to the dispute shall share equally in the cost of the mediator. Each Party shall be responsible for its own costs related to such mediation. If the Parties have not resolved their dispute within 30 calendar days after the request for mediation, either Party may resort to any available legal remedies.

B. Amendments

This Agreement may be amended only by a written instrument executed by the Parties.

C. Termination of Agreement

The Parties may terminate this Agreement by subsequent written agreement between the Parties, upon terms and conditions mutually acceptable to the Parties at that time. GoTriangle may also terminate this Agreement, effective immediately upon written notice to the Town, upon GoTriangle's determination that there is insufficient funding for the Project.

D. Choice of Law and Venue

This Agreement shall be governed by the law of the State of North Carolina, excepting only its conflict of law principles. If any Party commences a lawsuit or other proceeding relating to or arising from this Agreement, the United States District Court for the Middle District of North Carolina shall have sole and exclusive jurisdiction over any such proceeding where a federal court would have subject matter jurisdiction, and the courts of the State of North Carolina in the County of Durham shall have sole and exclusive jurisdiction in all other cases. Any such court shall be proper venue for any lawsuit or judicial proceeding, and the Parties waive any objection to such venue.

E. Notice

All notices, communications, documents, and other materials submitted or exchanged between the Parties pursuant to this Agreement shall be in writing, shall be addressed to the representatives for each Party as set forth below, and shall be deemed to have been made or given (i) when personally delivered, (ii) one business day after being sent by overnight courier, or (iii) five business days after being placed in the United States mail, postage prepaid, registered or certified and properly addressed. Notices and other communications shall be directed to the Parties at the addresses listed below:

If to Town of Chapel Hill:

Name: Judy Johnson

Title: Operations Manager

Address: 405 Martin Luther King Jr. Blvd
Chapel Hill, NC 27516

If to GoTriangle:

GoTriangle President and CEO

4600 Emperor Blvd., Suite 100

Durham, NC 27703

With copies to:

Ralph D. Karpinos, Town Attorney

Town of Chapel Hill

405 Martin Luther King Jr. Blvd.

Chapel Hill, NC 27514

With copies to:

GoTriangle General Counsel

4600 Emperor Blvd., Suite 100

Durham, NC 27703

Telephonic and electronic mail communications and facsimile transmittals may be used to expedite communications, but neither shall be considered official notice under this Agreement unless and until confirmed in writing by the Party to whom the notice was sent. A Party shall promptly notify the other Party if there is a change regarding the person(s) to whom notices and other communications shall be directed.

F. Non-Waiver

The waiver by a Party of any default shall not be a waiver of any preceding or subsequent breach of the same or any other term or condition contained in this Agreement.

G. Entire Agreement

This Agreement is fully binding on the Parties. This Agreement, and the Exhibits attached hereto and incorporated herein by reference, constitute the entire agreement of the Parties, all prior discussions, representations, and agreements being merged herein.

H. Severability

If for any reason any term or condition of this Agreement shall be declared void or unenforceable by any

court of law or equity, it shall only affect such particular term or condition of this Agreement and the balance of this Agreement shall remain in full force and effect and shall be binding upon the Parties.

I. No Third Party Rights

This Agreement shall not be interpreted to create any legally enforceable rights or benefits in any person or entity other than the Parties to this Agreement.

J. Survival of Obligations

Any and all terms and conditions contained herein which by their nature or effect are required or intended to be observed, kept, or performed after termination of this Agreement shall survive the termination of this Agreement and remain binding upon and for the benefit of the Parties.

K. Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of the Parties, their successors and permitted assigns. No assignment of this Agreement shall be permitted except with the express written consent of the other Party, which consent shall not be unreasonably withheld.

L. Relationship of the Parties

Nothing contained in this Agreement shall be construed as creating a partnership, an agency relationship, or joint venture between the Parties or any of their respective employees, representatives, or agents. Neither Party has any express or implied authority to assume or create any obligations on behalf of the other or to bind the other to any contract, agreement, or undertaking with any third party.

M. Further Assurances

Each Party, upon the request of the other Party, shall execute and deliver such further documents and instruments as the other Party may reasonably deem appropriate to carry out the terms and conditions of this Agreement, provided that such further documents and instruments are consistent with the terms and conditions of this Agreement.

N. Construction of Terms

This Agreement is entered into after a full investigation into the subject matter and an opportunity to consult legal counsel, neither Party relying upon any statement or representation not contained in this Agreement. Both Parties have participated in drafting and negotiating this Agreement, and no interpretive presumption shall be drawn against either Party by virtue of its role in drafting this Agreement.

O. Authorized Signature

Each Party represents that the individual executing this Agreement on its respective behalf is authorized to execute this Agreement and to bind the Party to the terms and conditions contained herein.

P. Counterparts

This Agreement may be executed in one or more counterpart originals, each of which together shall constitute one and the same instrument. A fully-executed copy of this Agreement shall be as binding upon the Parties as an original.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized representatives on the dates indicated.

SIGNATURES CONTINUED ON PAGE FOLLOWING

TOWN OF CHAPEL HILL

By: _____
 Name: Maurice T. Jones
 Title: Town Manager
 Date: _____

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

By: _____
 Name: _____
 Title: Finance Officer
 Date: _____

Reviewed and approved as to legal form by Town of Chapel Hill.

By: _____
 Name: Ralph D. Karpinos
 Title: Town Attorney

Exhibit A: Project Map
 Exhibit B: Project Schedule

RESEARCH TRIANGLE REGIONAL
PUBLIC TRANSPORTATION
AUTHORITY D/B/A GOTRIANGLE

By: _____
 Name: Jeffrey G. Mann
 Title: President & CEO
 Date: _____

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

By: _____
 Name: Sandra Freeman
 Title: Chief Financial Officer and
 Director of Administration

Reviewed and approved as to legal form by GoTriangle.

By: _____
 Name: Shelley Blake
 Title: General Counsel



TOWN OF CHAPEL HILL

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

Item Overview

Item #: 7., File #: [18-0967], Version: 1

Meeting Date: 11/28/2018

Approve the Interlocal Agreement for the Provision of Solid Waste and Recycling Programs and Services.

Staff:

Lance Norris, Public Works Director
Wendy Simmons, Solid Waste Services Manager

Department:

Public Works

Overview: On June 3, 2014, the Orange County Board of County Commissioners created the Solid Waste Advisory Group (SWAG), a multijurisdictional task force charged with articulating, investigating, and proposing collaborative solutions for solid waste issues confronting Orange County. The members of the SWAG include two elected officials from each local government agency: Orange County and the Towns of Chapel Hill, Carrboro and Hillsborough. In addition, there is one representative from University of North Carolina at Chapel Hill and one representative from UNC Healthcare. The charge to the group at the outset included developing an interlocal agreement on solid waste. On October 29, 2018, the SWAG unanimously voted to recommend that each of the three towns and county boards approve the attached Interlocal Agreement drafted by the SWAG.



Recommendation(s):

That the Council approve the attached interlocal agreement with Orange County and the Towns of Chapel Hill, Carrboro and Hillsborough regarding the provision of services related to the disposition of solid waste and recyclables within Orange County and the portion of Chapel Hill located within Durham County.

Background:

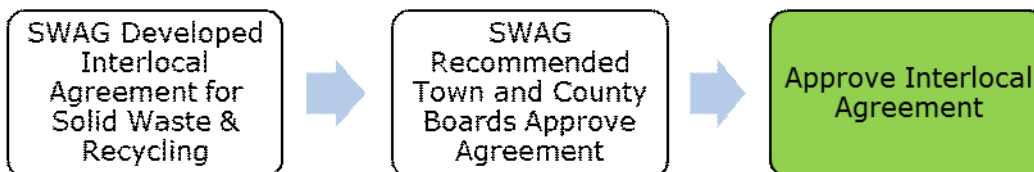
- Purpose-The Interlocal Agreement (Agreement) is a mechanism for establishing how the partnership will function into the future, ensuring our community continues to be an effective leader in waste reduction and resource management.
- Governance-The Agreement establishes a Management Oversight Committee (MOC) made up of the County Manager and the Manager from each Town. In addition, the University of North Carolina at Chapel Hill (UNC-CH) and UNC Healthcare are invited to designate one representative from each entity to participate as non-voting members. The MOC provides a forum for the Managers and representatives from UNC-CH and UNC Healthcare to discuss issues related to solid waste and recycling programs, facilities and services, the operation and management of the enterprise, and the rate structure and budget for the enterprise. The Agreement also continues the SWAG and defines how it will continue to function.
- Services-The Agreement continues the current programs, services and facilities provided by the County to the Towns, and ensures that significant changes will be considered by the SWAG. Towns will notify the MOC of any initiative that may impact the County programs, services and facilities in recognition that initiatives within one jurisdiction have the potential to impact all jurisdictions and funding.
- Funding-The Agreement requires that the County maintain a county-wide Solid Waste Programs Fee as the funding source for the programs, services and facilities provided by the County.

Increases to the Solid Waste Programs Fee must be brought forward to the MOC and presented to the SWAG. If the fee increase is necessary as defined by the Agreement, the County has the option to terminate the Agreement as it applies to any Town that fails to approve the fee increase.

- Termination-The Agreement continues until terminated by the Parties. An individual Party may withdraw upon sufficient notice and, in recognizing the economic effect on the other Parties, the payment of a withdrawal fee (see Fiscal Impact section below).
- Debt-The Agreement establishes that the County is responsible for all debt associated with the programs, services, and facilities that it provides. This factor was considered when determining the appropriate withdrawal fee for a party terminating the agreement.
- Parties-The Parties to the Agreement are the Town of Chapel Hill, the Town of Carrboro, the Town of Hillsborough and Orange County. While UNC Healthcare and UNC-CH are important stakeholders to the County and the Towns for planning current and future solid waste management, they are not parties to the Agreement. The Agreement acknowledges the vital role they play by continuing their participation on the SWAG and the MOC.

Fiscal Impact/Resources: There is no immediate financial impact in the approval of the agreement to the Town. If the Town withdraws from the agreement a withdrawal fee is due in an amount that is equal to the annual Solid Waste Programs Fee times the number of billed units within Chapel Hill. If Orange County withdraws from the agreement, the County would pay the same withdrawal fee. For FY 2018-19, that withdrawal fee would be approximately \$3.2 million.

Where is this item in its process?



Council Goals:

<input type="checkbox"/>		Create a Place for Everyone	<input type="checkbox"/>		Develop Good Places, New Spaces
<input type="checkbox"/>		Support Community Prosperity	<input checked="" type="checkbox"/>		Nurture Our Community
<input type="checkbox"/>		Facilitate Getting Around	<input type="checkbox"/>		Grow Town and Gown Collaboration



Attachments:

- Resolution
- Draft Staff Presentation
- Interlocal Agreement for the Provision of Solid Waste and Recycling Programs and Services

A RESOLUTION APPROVING AN INTERLOCAL AGREEMENT BETWEEN ORANGE COUNTY AND THE TOWNS OF CARRBORO, CHAPEL HILL, AND HILLSBOROUGH REGARDING THE PROVISION OF SERVICES RELATED TO AND THE DISPOSITION OF SOLID WASTE AND RECYCLABLES IN ORANGE COUNTY AND THE PORTION OF CHAPEL HILL LOCATED WITHIN DURHAM COUNTY (2018-11-28/R-7)

WHEREAS, the Orange County Board of County Commissioners created the Solid Waste Advisory Group (SWAG), a multijurisdictional task force charged with articulating, investigating, and proposing collaborative solutions for solid waste issues confronting Orange County, including developing an interlocal agreement on solid waste; and

WHEREAS, the members of the SWAG include two elected officials from Orange County, and the Towns of Chapel Hill, Carrboro, and Hillsborough; and

WHEREAS, the University of North Carolina at Chapel Hill and UNC Healthcare each have one representative on the SWAG; and

WHEREAS, Orange County and the Towns of Chapel Hill, Carrboro, and Hillsborough have successfully worked together for over 45 years to provide the community with solid waste and recycling services, creating a program that is recognized as an innovative leader in recycling and resource management; and

WHEREAS, an Interlocal Agreement is a mechanism for establishing how the partnership between Orange County and the Towns of Chapel Hill, Carrboro, and Hillsborough will function into the future, ensuring our community continues to be an effective leader in waste reduction and resource management; and

WHEREAS, on October 29, 2018, the SWAG unanimously voted to recommend that the elected boards for Orange County and the Towns of Chapel Hill, Carrboro, and Hillsborough approve an interlocal agreement for solid waste and recycling.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Town of Chapel Hill that the Council approves the interlocal agreement between Orange County and the Towns of Chapel Hill, Carrboro, and Hillsborough regarding the provision of services related to and the disposition of solid waste and recyclables in Orange County and the portion of Chapel Hill located within Durham County and authorizes the Mayor to sign the agreement on behalf of the Town.

This the 28th day of November, 2018.

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

PRESENTER: Lance Norris, Public Works Director

RECOMMENDATION: That the Council approve the attached interlocal agreement with Orange County and the Towns of Chapel Hill, Carrboro and Hillsborough regarding the provision of services related to the disposition of solid waste and recyclables within Orange County and the portion of Chapel Hill located within Durham County.



Approve the Interlocal Agreement for the Provision of Solid Waste and Recycling Programs and Services

DRAFT

Date: November 28, 2018

Where is this in the process?



Recommendation

- That Council adopt the Resolution to approve the interlocal agreement for the provision of services related to solid waste and recycling in Chapel Hill and broader Orange County.

DRAFT

Overview



THE UNIVERSITY
of NORTH CAROLINA
at CHAPEL HILL



UNC
HEALTH CARE

DRAFT

Key Issues

- Governance
 - SWAG
 - Management and Oversight Committee (MOC)

DRAFT

Key Issues

- Funding
 - Solid Waste Programs Fee
- Debt
- Termination

DRAFT

Recommendation

- That Council adopt the Resolution to approve the interlocal agreement for the provision of services related to solid waste and recycling in Chapel Hill and broader Orange County.

DRAFT

**INTERLOCAL AGREEMENT BETWEEN ORANGE COUNTY AND THE TOWNS OF
CARRBORO, CHAPEL HILL, AND HILLSBOROUGH REGARDING THE PROVISION
OF SERVICES RELATED TO AND THE DISPOSITION OF SOLID WASTE AND
RECYCLABLES IN ORANGE COUNTY**

THIS AGREEMENT, made and entered into this ____ day of _____, 2018 between Towns of Carrboro, Chapel Hill, and Hillsborough, North Carolina municipal corporations, of Orange County, North Carolina (hereinafter referred to individually as the “Town” and jointly as “Towns”); and Orange County, a political subdivision of the State of North Carolina (hereinafter referred to as the “County”), for the provision of solid waste and recycling programs and services and disposition of solid waste and recyclables within Orange County. (County and Towns may be referred to individually as “Party” and collectively as the “Parties”).

The Parties also acknowledge that UNC Healthcare and the University of North Carolina – Chapel Hill (“UNC-CH”) are important stakeholders in the County and the Towns’ planning for current and future solid waste management. While UNC Healthcare and UNC-CH are not parties to this Agreement, the Parties acknowledge the vital role they play and further acknowledge their intention to invite participation by UNC Healthcare and UNC-CH in future planning and decision-making with respect to the issues covered by this Agreement.

The purpose of this Agreement is to foster the continued relationship of cooperation and collaboration between the County, and the Towns, which has proved successful for 45 years, to provide flexibility to meet the evolving needs of the community and to continue the model of environmental excellence and leadership exhibited by the intergovernmental partnership. This collaborative agreement is established and maintained based on cooperative trust among the Parties that is essential to the effective implementation of this Agreement and the management of high quality local solid waste and recycling services, programs, and facilities.

WITNESSETH

WHEREAS, the County, and Towns are public bodies, politic and corporate, under the laws of the State of North Carolina and are vested with the power and authority by Article 20 of North Carolina General Statutes Chapter 160A to enter into this Inter-local Agreement (hereinafter referred to as the “Agreement”); and

WHEREAS, the County operates and/or contracts for the operation of solid waste and/or recyclable materials collections services in the jurisdictions of the County and Towns; and

WHEREAS, the County and Towns desire to establish procedures, policies, rights, and responsibilities for (1) the collection, transport, and disposition of solid waste, construction and demolition materials, compostable materials, recyclable materials, and programs related thereto (the “Services”); (2) the Waste and Recycling Centers, Drop Off Sites, C&D Landfill and closed Landfill Sites (the “Facilities”) and (3) the programs related to the Services and Facilities (the “Programs”) .

NOW, THEREFORE, in consideration of the foregoing and on mutual promises and obligations set forth herein, the receipt and sufficiency of which is hereby acknowledged, the County and Towns agree as follows:

1. **TERM AND TERMINATION**

This Agreement will become effective upon execution by each Town and the County and remain in effect until either (i) terminated by written agreement of the Parties, or (ii) two or more of the Parties withdraw. Any Party may withdraw upon giving all other Parties a 12 month written notice of its intent to withdraw. Upon the effective date of withdrawal, the withdrawing Party shall pay to the County an amount (i.e., "Termination Amount") equal to the number of billed units within the withdrawing Party's jurisdiction multiplied by the annual Solid Waste Programs Fee in effect on the effective date of withdrawal. Each Party's Termination Amount shall be calculated by the County based upon the number of billed units in each Party's jurisdiction based on the most current data maintained by the Orange County Solid Waste Department. A table indicating each Party's number of units billed the Solid Waste Programs Fee as of the effective date of this Agreement is attached as Appendix A and shall be updated by the County on an annual basis. If the County is the withdrawing Party, the County shall be responsible for the full amount of debt owed or incurred by the County's solid waste enterprise fund and a Termination Amount for each municipality that is equivalent to that municipality's Termination Amount as calculated above. The County shall directly pay each municipality this Termination Amount upon the County's effective date of withdrawal. The County will, upon request or notice of a termination of or withdrawal from this Agreement, revise Appendix A to reflect the then current data.

2. **GOVERNANCE**

- A. The County is responsible for financing (including rate setting within the guidelines of this agreement), management and regulation of existing countywide solid waste facilities and programs as well as coordinating recycling, reuse and waste reduction services among the Towns and providing Services to unincorporated areas of the County. Because the County has a significant impact on the overall efficiency and effectiveness of solid waste management within the County, it shall seek the collaboration and assistance of the parties to this agreement including as appropriate UNC Health Care and UNC – Chapel Hill. See Appendix C illustrating the process for changes to solid waste program fees and significant changes to solid waste recycling Services, Programs, and Facilities.
- B. The Board of Orange County Commissioners approved at their June 3, 2014, meeting the creation of the Solid Waste Advisory Group (SWAG). The SWAG is a multijurisdictional task force created to articulate, investigate and propose collaborative solutions for solid waste issues confronting Orange County; the towns of Carrboro, Chapel Hill, and Hillsborough; UNC-Chapel Hill; and UNC-Healthcare.

The charge to the SWAG at the outset was to define the nature, scope, and timing of the solid waste issues to be considered, including but not limited to:

1. an inter-local agreement on solid waste;
2. reducing solid waste that is not recycled;
3. recycling opportunities and services;
4. siting a transfer station or landfill within the county;

5. supporting public education on solid waste issues;
6. construction and demolition waste;
7. assuring long-term partnership of the entities involved through an inter-local agreement on waste handling and disposal;
8. addressing equitable funding and mechanisms for establishing fees and making future joint decisions;
9. future use of closed landfill sites;
10. investigation of partnership possibilities involving neighboring jurisdictions;
11. feasibility of innovative and cost-effective, environmentally-sound methods of disposal of solid waste beyond burial;
12. potential inclusion of bio-solids in long-range disposal plans;
13. emergency storm debris planning; and
14. treatment of communities impacted by siting of any facilities either within Orange County or beyond its borders to receive shipments of our waste.

The above charge serves as a general and overarching guide for the SWAG. SWAG shall continue under the terms of this Agreement and receive recommendations from the Management Oversight Committee established pursuant to paragraph 11C.

SWAG is a public body. SWAG meetings are open to the public and provide opportunities for public comment.

The composition of SWAG is as follows:

Special Representation	Number of Representatives
Orange County Commissioner	2
Town of Chapel Hill Council Member	2
Town of Carrboro Alderman	2
Town of Hillsborough Commissioner	2
UNC-Chapel Hill	1
UNC Healthcare Representatives	1

Each representative shall have one vote on any matter coming before SWAG, provided however, the representatives of UNC-Chapel Hill and UNC-Healthcare shall not vote on any recommendation to change the solid waste program fee.

- C. A Management and Oversight Committee (MOC) is hereby created to consist of the Orange County Manager, the Carrboro Town Manager, the Chapel Hill Town Manager and the Hillsborough Town Manager (or their designees). In addition, UNC-Chapel Hill and UNC Health Care will be invited to designate one (1) representative from each entity to participate as non-voting members.

1. MOC will provide a forum for County and Town Managers to discuss issues related to solid waste and recycling Services, Programs and Facilities as necessary or requested by any Manager.
2. MOC will provide input, support, review and recommendations to County Staff regarding:
 - a. issues/policies concerning solid waste and recycling Services, Programs and Facilities;
 - b. issues concerning the operation and management of the solid waste enterprise, recommend the rate structure, as well as input on budget and issuance of debt;
 - c. topics for discussion with the Solid Waste Advisory Group;
 - d. issues relating to the Inter-local Agreement for Solid Waste Management; and
 - e. other issues as may arise where staff seeks to inform or to obtain Manager input.
3. MOC may review performance measures for the Services provided pursuant to this Agreement and by majority vote shall have the authority to amend the performance measures as needed as provided in Section 6. The County and Towns staff shall track all necessary data for the performance measures established by the MOC.
4. The MOC may review and recommend to SWAG the following: fee changes along with significant changes to County-operated solid waste and recycling Services, Programs and Facilities

A significant change includes, but is not limited to, elimination of Services, Programs and Facilities or changes to Services, Programs and Facilities that would increase or decrease the Solid Waste Programs Fees or other fees as described in this agreement.

3. CONSTRUCTION AND DEMOLITION ("C&D") AND MUNICIPAL SOLID WASTE ("MSW") LANDFILLS

- A. The County's MSW landfill is now closed; however, the County continues to operate a C&D landfill. The County shall maintain financial, regulatory and environmental responsibility for operations, closure, and for post-closure maintenance/monitoring, of Orange County's C&D and MSW Landfills.
- B. The County shall, pursuant to the terms of its agreement with the University of North Carolina at Chapel Hill, monitor the operation and performance of the University Landfill Gas Recovery System.
- C. The Towns and County will, in support of the County's solid waste enterprise fund, direct C&D waste from projects where local government funding is utilized, including public or charter school construction and renovation, to the Orange County C&D Landfill in compliance with the Regulated Recyclable Materials Ordinance (RRMO). The County and Towns will encourage UNC and UNC Healthcare to require that their non-recyclable C&D

waste materials generated within the jurisdictions of the interlocal agreement be delivered to the Orange County C&D Landfill for disposal.

**4. JURISDICTIONAL RESPONSIBILITY FOR MUNICIPAL SOLID WASTE ("MSW")
COLLECTION AND DISPOSAL FACILITIES**

- A. The Towns and County will each maintain authority and responsibility, operational, financial and environmental, for MSW collected and transferred within their respective jurisdictions.
- B. Should the County or a Town (or Towns) plan, site and develop alternative solid waste disposal facility options the Agreement may be amended as necessary to clarify access, ownership and operation.
- C. The Towns and the County will, in support of the solid waste enterprise fund and subject to modification, deliver white goods/appliances, mattresses, vegetative (yard) wastes, C&D waste, clean wood, cardboard, electronics, scrap tires, and scrap metal collected by the County or one of the Towns to designated Orange County facilities.
- D. The County shall provide for the specific recycling and/or, where legally permissible and available, the reuse of materials such as:
 - 1. White Goods/Appliances;
 - 2. Scrap tires;
 - 3. Scrap metal;
 - 4. Clean wood waste;
 - 5. Vegetative (yard) waste;
 - 6. Electronics;
 - 7. Mattresses;
 - 8. Household Hazardous Waste;
 - 9. Motor oil;
 - 10. Oil filters;
 - 11. Oyster shells;
 - 12. Antifreeze; and
 - 13. Other materials as markets and program funding become available.
- E. The County will endeavor to maximize a schedule of operation and services available (subject to material markets and budgetary considerations and constraints) at Waste and Recycling Centers consistent with current District/Neighborhood concept or other Waste and Recycling Center concepts. Current District Center (Walnut Grove Church Road and Eubanks Road Convenience Centers) services provide for the disposal and management of recyclable materials of:
 - 1. Residential municipal waste;
 - 2. Household hazardous waste;
 - 3. Cardboard;

4. Waste oil, filters, and anti-freeze;
 5. Yard waste;
 6. Scrap tires;
 7. Clean wood waste;
 8. Scrap metal and white goods;
 9. Cooking oil and residential food waste;
 10. Recyclable materials (bottles, cans, mixed paper);
 11. Rigid plastics (restricted to marketable resin type);
 12. Textiles/shoes;
 13. Salvage shed;
 14. Electronics;
 15. Batteries (wet & dry cell);
 16. Mattresses; and
 17. Plastic bags and packaging film.
- F. Storm Debris Management. County shall manage construction debris created by or from severe storms at its Construction & Demolition Landfill. County shall provide debris management sites for delivery of severe storm debris. Emergency storm debris collection and monitoring are the responsibility of each jurisdiction unless otherwise noted in a separate agreement.

5. RECYCLABLE MATERIALS

- A. Recycling programs and services that are provided at the time of execution of this Agreement are described in Appendix B and are anticipated to be continued for the foreseeable future. Periodic expansions, modifications, improvements or adjustments to programs/services may be made by the Parties (subject to material markets and budgetary considerations).
- B. Any consideration of eliminating or making any substantial change to a Program, Facility or Service shall first be discussed by the Management and Oversight Committee (MOC) as defined in Section 11.C so that all Parties may provide input to the decision and then presented to SWAG for consideration.
- C. It is the County's objective to offer equivalent Services, Programs and Facilities within the Towns. The portion of Chapel Hill located within Durham County shall receive those Services which other parts of the Town of Chapel Hill receive. This provision does not prohibit the County from entering into a separate agreement for additional services not contemplated by this Agreement with an individual Town.
- D. The County, to the extent reasonable, shall ensure that recycling Programs, Services and Facilities provided by the County are of high quality and reliable with regard to: adherence to route schedules; prevention of overflow of drop-off site receptacles; resolution of complaints; safety; and making progress toward waste reduction objectives. If requested by any Town, the County will endeavor to coordinate urban curbside recycling collection routing with municipal waste collection routing within that Town's jurisdiction, to the extent possible, consistent with collection efficiency, budgetary constraints and available resources (i.e., roll-carts, compacting collection vehicles). The County will endeavor to maintain maximum

efficiency in recycling and waste reduction programs consistent with generally accepted industry best management practices and budgetary constraints.

- E. The Towns will notify the MOC, in writing, 60 days prior to beginning any new initiative that impacts County Programs, Facilities and/or Services.
- F. The County shall make reasonable attempts to establish and maintain a 24-Hour Recycling Drop-off Center in each Town. 24-Hour Recycling Drop-off Centers existing as of the effective date of this Agreement will remain in service, subject to County budgetary considerations, recyclable material drop-off requirements of the Parties, site availability, space limitations and materials markets availability. The four current drop-off sites are: Cedar Falls Park, Hampton Pointe, University Place (formerly University Mall), and Meadowmont. Reasonable attempts shall be made to establish a site within the boundaries of Carrboro, subject to budgetary considerations, site availability and space limitations.
- G. Subject to state and federal law and subject to budgetary considerations and constraints, the Parties expect that recycling services offered at the time of the execution of this Agreement shall continue and be subject to appropriate performance measures and analysis.

6. ORDINANCE ENFORCEMENT

The Towns will authorize enforcement of the County's Regulated Recyclable Material Ordinance ("RRMO") within each Town's municipal limits. Each Town may assist in the enforcement of County's RRMO within each Town's jurisdiction using their staff in coordination with County staff. The Towns shall monitor waste collected by Town staff (or their designated collection contractors) for banned materials in order to prevent the delivery of banned materials for disposal. The County shall provide solid waste plan advice, review, and approvals in concert with development applications to the Towns. The County may assist the Towns' staff in enforcement of the RRMO and landfill bans on privately collected waste containers. The Town of Chapel Hill shall, by whatever means are legally required; authorize the County to provide the Services within that part of the Town situated in Durham County.

7. SOLID WASTE MANAGEMENT - PLANNING AND REPORTING

The County, in cooperation with the Towns, is responsible for the development and timely submission of required annual reporting and solid waste management planning to the North Carolina Department of Environmental Quality. The Towns and the County shall cooperate with one another in responding to requests for information, data, and records, in a reasonable and timely manner. The County, in collaboration with the Towns, will consider investigating increased diversion of organic wastes, especially non-residential generated food wastes, and the expansion of commercial/non-residential recycling programs and services and related ordinances and policies to advance waste reduction and recycling.

The County, in cooperation with Towns, shall develop recycling performance and tracking measures for various programs of interest. The Solid Waste Advisory Group ("SWAG") has established the initial performance measures and the MOC as defined in Paragraph 11C will

have the authority to revise measures as deemed necessary by the MOC. Collected data will be maintained in a secure manner, consistent with any applicable confidentiality and/or privacy obligations and the public records laws of North Carolina. The results of any expansion or performance tracking programs developed by the County or developed by the Towns with regard to their respective solid waste programs pursuant to this section will be reported to the other Towns and County.

8. FINANCIAL

- A. The County shall maintain a county-wide, Solid Waste Programs Fee ("Fee") to be used for the purpose of providing the Programs, Services and Facilities within the jurisdictions of the Towns and County annually through the County's budgetary process. Through such process the County shall establish the Fee based on County's good faith estimate of the expenditures and revenues of providing Programs, Services and Facilities as projected in the County annual budget to include both incorporated jurisdictions and the unincorporated area of Orange County. The County is authorized to collect and administer the Fee within the incorporated and unincorporated area of Orange County. This authorization is to include the portion of Chapel Hill located within Durham County.
 - 1. The County will provide a projected Fee rate to the Towns by February 20 of each year unless a multi-year fee rate is authorized.
 - 2. Unless otherwise authorized, the Fee shall become effective on July 1 of a given year.
- B. The County shall annually notify Towns of a projected Fee increase no later than February 20. Subject to the terms and any exceptions in this Agreement, the County shall be responsible for establishing said Fee. The County shall establish said Fee through an analysis of projected costs related to the delivery of Programs, Services and solid waste Facilities, including maintaining adequate enterprise fund reserves. The Fee imposed pursuant to the terms of this Agreement shall be uniform for each billed unit throughout the jurisdiction.
- C. The County shall annually notify Towns of projected tipping fees for the C&D Landfill (Eubanks Road gate fees for deliveries such as vegetative (yard) waste, construction & demolition, clean wood, and other tipping fees as may be established) no later than February 20. Subject to the terms and any exceptions provided in this section, the County shall be solely responsible for establishing said tipping fees. The County shall establish said tipping fees through an assessment of projected costs related to the cost of providing service, taking into account competitor pricing.
 - 1. Tipping fees imposed pursuant to the terms of this Agreement shall be uniform for each Town and shall be in an amount sufficient to fully cover the costs of providing the Services contemplated by this Agreement.
 - 2. Tipping fees, unless otherwise provided, shall become effective on July 1 of each year.

- D. Except as provided below, the County may not increase the Solid Waste Programs Fee unless recommended by a majority of the MOC created under section 11C of this Agreement.
- E. In the event a majority of the MOC fails to recommend a fee increase under paragraph 7D for any service where such increase is necessary to fully pay for the provision of the Programs, Services and Facilities contemplated by the terms of this Agreement or where such increase is necessary for County to meet its contractual obligations with any contractor engaged in providing any of the Programs, Services or Facilities contemplated by this Agreement, County may, at its option, terminate this Agreement as it applies to any Town that fails to authorize said Fee increase.
 - 1. Any termination by County pursuant to this Paragraph 7E shall be without cost or penalty to County and shall not constitute a breach of this Agreement.
 - 2. In the event County terminates this Agreement pursuant to the terms of this Paragraph 7E, the Town or Towns with which the Agreement is terminated shall be responsible for the Termination Amount as described in Paragraph 1A.
 - 3. Any termination pursuant to this Paragraph 7E shall be effective on June 30 of the fiscal year in which a Town or Towns fail to approve the aforementioned Fee increase for the next fiscal year.
- F. Recycling revenue is derived from constantly fluctuating markets and vendor prices and the County maintains authorization and flexibility to market recyclable materials according to operational and market variables that are in the interest of the County in its role under this Agreement.

9. INDEMNIFICATION

To the extent authorized by North Carolina law the County and the Towns, each agree to indemnify and hold harmless one another, their agents, officials, and employees, from and against all claims, actions, demands, costs, damages, losses and/or expenses of any kind whatsoever, in whole or in part, resulting from any acts of County, each Town, their agents, officials, employees, guests or invitees caused by or directly related to the performance of this Agreement, including but not limited to court costs and attorney's fees incurred by the County or the Towns, in connection with the defense of said matters.

10. DISPUTE RESOLUTION

The Parties shall endeavor to resolve any disputes arising from or related to this Agreement amicably through a meeting of the County and Town managers and, when requested by the managers, the County Chair and Town Mayors. Should such attempts at amicable resolution fail to resolve the dispute the County and Town managers shall mutually agree on the selection of a certified mediator to conduct a mediation of the dispute. Should the managers be unable to agree on a mediator the County may select a mediator. Should mediation fail to resolve any disputes then such disputes shall be resolved in accordance with North Carolina's Revised Uniform Arbitration Act, N.C. Gen Stat. 1-569.1 *et seq.* should mediation and/ or arbitration fail to resolve any dispute, disputes shall be resolved in the General Court of Justice sitting in Orange County, North Carolina. It is agreed by the parties that no other court shall have venue or jurisdiction with respect to any suits or actions to

enforce or interpret or seek damages with respect to any provision of or performance or non-performance of, this Agreement.

11. AMENDMENTS

This Agreement may be amended upon written approval executed by authorized individuals of all parties to this Agreement.

12. EDUCATION AND OUTREACH

County shall be responsible for the preparation, distribution, expense, and coordination of education and outreach services related to waste management, recycling, and reduction services and programs under its administration, including advertising of holiday schedules. A multi-media approach will be utilized.

To facilitate unified messaging regarding solid waste and recycling services, a communication plan shall be developed for review by the MOC. The intent of the communication plan is to provide a framework for the development of consistent and unified communication among the parties regarding solid waste and recycling. The communication plan is intended to be an overarching planning document from which specific projects and activities can be developed. The plan shall be updated by staff as requested by the MOC.

13. NOTICE

Any notice required by or pursuant to this Agreement, or any amendment or renewal, shall be in writing and delivered by United States Mail to the following:

To Carrboro:

Town of Carrboro
Town Manager
301 West Main Street
Carrboro, NC 27510
cc: Director of Public Works

To Hillsborough:

Town of Hillsborough
Town Manager
101 East Orange Street
Hillsborough, NC 27278
cc: Director of Public Works

To Orange County:

Orange County
County Manager
200 S. Cameron Street
Hillsborough, NC 27278
cc: Director of Solid Waste

To Chapel Hill:

Town of Chapel Hill
Town Manager
405 Martin Luther King, Jr. Blvd.
Chapel Hill, NC 27514
cc: Director of Public Works

14. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement of the Parties hereto and is effective the date first above recorded.

[SIGNATURE PAGE TO FOLLOW]

In witness whereof, the Parties, by and through their authorized agents, have hereunder set their hands and seal as of the day and year first above written.

Mayor, Town of Chapel Hill

Chair, Orange County

ATTEST:

ATTEST:

Town Clerk

Clerk to the Board

Mayor, Town of Carrboro

Mayor, Town of Hillsborough

ATTEST:

ATTEST

Town Clerk

Town Clerk

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

Carrboro Finance Director

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

Chapel Hill Finance Director

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

Hillsborough Finance Director

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

Orange County Finance Director

APPENDIX A

Solid Waste Programs Fee Billed Units Per Jurisdiction

Fiscal Year	Jurisdiction	Billed Units	Percentage
2017-18	UNINCORPORATED ORANGE COUNTY	24,591	39%
2017-18	TOWN OF HILLSBOROUGH	3,904	6%
2017-18	TOWN OF CARRBORO	10,071	16%
2017-18	TOWN OF CHAPEL HILL	24,510	39%
2017-18	OVERALL	63,076	100%

APPENDIX B

Services at Time of Interlocal Agreement Adoption

As of the date of the original adoption of this agreement, the Services provided to the Towns by the County include:

Weekly residential curbside collection (single stream) – co-mingled collection currently provided by contract to the County with 95 gallon roll carts; materials include clean-dry paper, metal cans, glass bottles and jars, plastic bottles/tubs/cups, drink and milk cartons, cardboard, aerosol cans, aluminum foil/trays

Multi-family collection (single stream) – co-mingled collection available to all multi-family facilities throughout the county at necessary collection frequency; materials include clean-dry paper, metal cans, glass bottles and jars, plastic bottles/tubs/cups, drink and milk cartons, cardboard, aerosol cans, aluminum foil/trays

Food Waste collection – available to a limited number of restaurant, food preparation, supermarket, and other approved commercial locations (pre and post-consumer) who meet a County-established minimum monthly quantity generated threshold and can adhere to quality requirements and accessibility

Bar/Restaurant and other commercial location collection (single stream) – objective of providing services to all establishments in the county subject to available funding

Downtown Cardboard Collection (Chapel Hill only) – fee based on negotiated rate directly with Chapel Hill and typically available to other Towns upon request

Downtown Pedestrian Bins – fee based on negotiated rate directly with Chapel Hill, Carrboro and Hillsborough and other locations in all three Towns for a fee upon request; subject to coordination and approval by County of receptacle used and level of contamination of materials

Park & Ride Lot Collection (currently 4 locations in Chapel Hill and 2 in Carrboro) - fee based on negotiated rate directly with Chapel Hill and Carrboro and may be available to Hillsborough upon request; subject to coordination with County of receptacle used and level of contamination of materials

Municipal Park Collection - fee based on negotiated rate directly with Chapel Hill and Hillsborough and may be available to other Towns upon request; subject to coordination with County of receptacle used and level of contamination of materials

Government building collection for all local governments and OWASA – recycling service available to all local government buildings and OWASA; other government buildings at County discretion and available resources

Public Housing - (multi-family style service or single family, as appropriate to housing type) – public housing will be serviced in the same manner as other residences, whether multi-family or single family type service; County to provide periodic communication as needed with Department of Public Housing regarding outreach and education of residents, management and other changes to services

Public Schools collection -- fee based, contracted service negotiated directly with the individual school system

Hours of Operation – County will establish hours of operation for County Services/Facilities; County will consult with Towns when changes in hours of operation are being considered, except in extenuating and temporary situations such as storm events; County will post on its website any event that impacts regular facility hours of operation

- County shall post service and facility holiday schedule and make a good faith effort to coordinate service schedules to the extent practicable.

Recycling (unstaffed) Drop-off Centers – recycling drop-off centers within the Towns will be serviced by County on an as needed basis; materials include clean-dry paper, metal cans, glass bottles and jars, plastic bottles/tubs/cups, drink and milk cartons, cardboard, aerosol cans, aluminum foil/trays

- Towns will cooperate with County to site or maintain current locations as necessary.
- County will, with the relevant Town cooperation, maintain the sites with regard to screening, signage, litter collection and illegal dumping (includes any existing agreement for site maintenance)

Staffed Waste and Recycling Centers – centers are serviced by County on an as needed basis; materials include at various sites: household waste, plastic film, batteries, oil, oil filters, antifreeze, electronics, hazardous waste, clean-dry paper, metal cans, glass bottles and jars, plastic bottles/tubs/cups, drink and milk cartons, cardboard, aerosol cans, aluminum foil/trays, food waste.

Hazardous Household Waste drop off for residents

Electronics recycling

Appendix C

ILA Process

