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**From:** Roger Stancil  
**Sent:** Tuesday, January 16, 2018 5:42 PM  
**To:** Allen Buansi; Donna Bell; Hongbin Gu; Jeanne Brown; Jess Anderson; Karen Stegman; Town Council; Michael Parker; Nancy Oates; Pam Hemminger; Rachel Schaevitz; Roger Stancil; Ross Tompkins  
**Cc:** Amy Harvey; Beth Vazquez; Carolyn Worsley; Catherine Lazorko; Christina Strauch; Dwight Bassett; Flo Miller; Mary Jane Nirdlinger; Rae Buckley; Ralph Karpinos; Ran Northam; Roger Stancil; Sabrina Oliver  
**Subject:** Council Question: Item 14: Sale of 127 West Rosemary Street

**Council Question:** Is the prospective buyer thinking that the purported 6 years of public parking would commence from the date of purchase, or from the date the parking lot is ready for use (up to 2 years later), which would be 8 years after the date of purchase?

**Staff Response:** *From the date of the improved parking configuration, page 140 of the agenda, paragraph 6: "The parties agree to maintain these terms and public parking opportunities for a minimum of six(6) years from the date the improved and reconfigured parking area is completed and open for use, or until Investors sells the premises in an arms-length transaction to a third party or Investors redevelops the property. A provision to this effect will be included in the deed of conveyance."*

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**From:** Roger Stancil  
**Sent:** Monday, January 29, 2018 11:03 PM  
**To:** Allen Buansi; Donna Bell; Hongbin Gu; Jeanne Brown; Jess Anderson; Karen Stegman; Town Council; Michael Parker; Nancy Oates; Pam Hemminger; Rachel Schaevitz; Roger Stancil; Ross Tompkins  
**Cc:** Amy Harvey; Beth Vazquez; Carolyn Worsley; Catherine Lazorko; Christina Strauch; Dwight Bassett; Flo Miller; Mary Jane Nirdlinger; Rae Buckley; Ralph Karpinos; Ran Northam; Roger Stancil; Sabrina Oliver  
**Subject:** Council Question: Item 5: 127 West Rosemary Street

**Council Question:** What constitutes "commercially reasonable rates" for parking spaces? Are these rates that the Town uses?

**Staff Response:** *Rates that are reasonably comparable to what is being charged by the Town and any other private lots for evening parking.*

**Council Question:** Can we ask that their fees not exceed fees in town lots?

**Staff Response:** *Yes, if the Council wishes to ask that these proposed terms be renegotiated. If the Council is not comfortable with the terms as proposed it can decline this Agreement and ask the property owner if it will accept other terms, re-advertise a public hearing, and consider this again or terminate the negotiations.*

**Council Question:** If the sale of 127 W. Rosemary Street, is executed, which fund would the \$300,000 go to exactly?

**Staff Response:** *The proceeds are planned to go to the Parking Fund to pay for the design of the Wallace Deck improvements.*

**Council Question:** Does the town have the right of first refusal for the .14 acre parcel or the entire lot?

**Staff Response:** *The Town will have an opportunity to participate in possible purchase as a prospective purchaser if the property is being sold within 6 years. This would not be a right of first refusal. Investors is going to be building a larger parking lot and likely recombining the property with other property it owns, so the opportunity would likely be to purchase a larger parcel.*

**Council Question:** In the case that the town somehow found funding and wanted to buy the parcel back, would the price be the sale price plus inflation or market price?

**Staff Response:** *Any Town opportunity to purchase would be at market price.*

**Council Question:** The minimum of six years of parking doesn't really seem like a minimum, since it can be negated through redevelopment or sale (realistically the parcel can't be redeveloped particularly quickly, but could be sold... I know this particular family doesn't want to sell anytime soon, but we are setting a precedent with whatever we settle on, assuming we agree to sell). Is there a way to have an actual minimum?

**Staff Response:** *It is correct that the property could be sold in less than six years. If the Council is not comfortable with the terms as proposed it can decline this Agreement and ask the property owner if it will accept other terms, re-advertise a public hearing, and consider this again or terminate the negotiations. Any future negotiations for other projects are not subject to any terms agreed to in this case.*

**Council Question:** Are there any repercussions to the buyer if he doesn't create a parking lot within 2 years, or open 75 spaces for public parking at reasonable rates?

**Staff Response:** *Yes. The terms of the Agreement would be incorporated into the Deed and be restrictions and covenants, and, as provided in the Agreement, are enforceable by specific performance and through damages. This means that the Town could pursue legal action to require compliance with the terms.*

**Council Question:** *Is there anything that can be done to strengthen the language of the Economic Development Agreement to motivate the buyer to follow through on the six years of parking? Like pro-rate a rebate for every year under six that the town is not offered parking? Or some provision that the town can buy back that 0.14 acre at the price at which it was sold?*

**Staff Response:** *If the Council is not comfortable with the terms as proposed it can decline this Agreement and ask the property owner if it will accept other terms, re-advertise a public hearing, and consider this again or terminate the negotiations.*

*The Agreement is enforceable in equity (a court could require specific enforcement and compliance with the Agreement) and the terms will be incorporated into the deed.*

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**From:** Roger Stancil  
**Sent:** Tuesday, January 30, 2018 1:13 PM  
**To:** Allen Buansi; Donna Bell; Hongbin Gu; Jeanne Brown; Jess Anderson; Karen Stegman; Town Council; Michael Parker; Nancy Oates; Pam Hemminger; Rachel Schaevitz; Ross Tompkins  
**Cc:** Amy Harvey; Beth Vazquez; Carolyn Worsley; Catherine Lazorko; Christina Strauch; Dwight Bassett; Flo Miller; Mary Jane Nirdlinger; Rae Buckley; Ralph Karpinos; Ran Northam; Sabrina Oliver; Lance Norris; Sabrina Oliver  
**Subject:** Additional Question: Council Question: Item 5: 127 West Rosemary Street

**Council Question:**

pg 19: Included in the resolution for selling the 127 W Rosemary St. property is a discussion of using the proceeds for the Wallace Deck expansion/repair project. Can you send along:

- a.) estimated cost & status of this project
- b.) what is being repaired
- c.) details of the expansion plan(s)

**Staff Response:**

- a) *Per the April 12<sup>th</sup>, 2017 Council Worksession, Staff presented several options of expanding parking of the Wallace Deck. The Town Manager asked Council Members if there were any objections for him to proceed with adding one parking level in place of the plaza level. Staff will present to the Council at the March 21<sup>st</sup> Council Meeting with options to expand or modify the deck to meet the current needs of the Town. One option would be to add one parking level at an estimated cost of \$2.4 million. Another option would be to address the repair at a cost of \$1 million.*
- b) *The \$1 million repair would include repairing the plaza level and replacing the elevator infrastructure.*
- c) *Details of the repair or expansion design plans will be completed once funding is available. We plan to fund this from proceeds of the sale of the Town owned property at 127 West Rosemary.*

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**From:** Roger Stancil

**Sent:** Monday, January 29, 2018 11:03 PM

**To:** Allen Buansi <abuansi@townofchapelhill.org>; Donna Bell <dbell@townofchapelhill.org>; Hongbin Gu <hgu@townofchapelhill.org>; Jeanne Brown <jbrown2@townofchapelhill.org>; Jess Anderson <janderson@townofchapelhill.org>; Karen Stegman <kstegman@townofchapelhill.org>; Town Council <mayorandcouncil@townofchapelhill.org>; Michael Parker <mparker@townofchapelhill.org>; Nancy Oates <noates@townofchapelhill.org>; Pam Hemminger <phemminger@townofchapelhill.org>; Rachel Schaevitz <rschaevitz@townofchapelhill.org>; Roger Stancil <rstancil@townofchapelhill.org>; Ross Tompkins <rtompkins@townofchapelhill.org>

**Cc:** Amy Harvey <aharvey@townofchapelhill.org>; Beth Vazquez <b vazquez@townofchapelhill.org>; Carolyn Worsley <cworsley@townofchapelhill.org>; Catherine Lazorko <clazorko@townofchapelhill.org>; Christina Strauch <cstrauch@townofchapelhill.org>; Dwight Bassett <dbassett@townofchapelhill.org>; Flo Miller <fmiller@townofchapelhill.org>; Mary Jane Nirdlinger <mnirdlinger@townofchapelhill.org>; Rae Buckley <rbuckley@townofchapelhill.org>; Ralph Karpinos <rkarpinos@townofchapelhill.org>; Ran Northam <rnortham@townofchapelhill.org>; Roger Stancil <rstancil@townofchapelhill.org>; Sabrina Oliver <soliver@townofchapelhill.org>

**Subject:** Council Question: Item 5: 127 West Rosemary Street

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