

Town of Carrboro

301 W. Main St., Carrboro, NC 27510



Meeting Agenda - Final

Tuesday, March 17, 2026

6:00 PM

Council Chambers - Room 110

Town Council

6:00-6:15**A. POETRY READING, RESOLUTIONS, PROCLAMATIONS, AND ACKNOWLEDGEMENTS****6:15-6:20****B. TOWN MANAGER'S UPDATE****6:20-6:35****C. PUBLIC COMMENT****6:35-6:40****D. CONSENT AGENDA**

Items on the consent agenda are part of normal town business. There will be no discussion of these items unless a Council Member request to pull an item, after which the item will be removed from the Consent Agenda and considered individually. All other items not removed from the Consent Agenda will be adopted by a single motion.

1. [26-031](#) Approval of Minutes from Town Council meeting held on March 10, 2026
2. [26-024](#) Revised Memorandum of Understanding for the Orange County Partnership to End Homelessness

PURPOSE: The purpose is to authorize the mayor to execute a MOU with the Orange County Partnership to End Homelessness for FY 2026.

Attachments: [A - Resolution FY26 OCPEH MOU](#)
[B - Race Equity Pocket Questions OCPEH MOU](#)
[C - Climate Action Pocket Questions OCPEH MOU](#)
[D - MOU OCPEH_revised for signatures - FY26](#)

3. [26-028](#) Resolution to Authorize a Contract for Federal Emergency Management Agency Public Assistance Program Grant Management Services.

PURPOSE: To request that the Town Council authorize the Town Manager to negotiate and execute a contract for Federal Emergency Management Agency Public Assistance Program grant management services.

Attachments: [A - Resolution Authorizing Contract](#)
[B - Posted RFP](#)
[C - RE Pocket Questions](#)
[D - CA Pocket Questions](#)

6:40-7:00

E. PUBLIC HEARING

1. [26-023](#) Legislative Public Hearing on a Land Use Ordinance Text Amendment Relating to the Office-Residential Mixed Use (OR-MU) Zoning District

PURPOSE: To request that the Town Council consider an amendment to the Land Use Ordinance to add density and dimensional standards for residential uses in the OR-MU district. A draft ordinance has been prepared; the Town Council must receive public comment before taking action on a legislative matter.

Attachments: [A - Consistency Resolution_OR-MU \(rev\)](#)
[B - Draft Ordinance_01-23-2026](#)
[C - Section 15-140.1 with tracked amendment](#)
[D - TOC-PH Staff Memo](#)
[E - Comments-combined](#)
[F - CA PQ-ORMU TextAmend](#)
[G - RE PQ-ORMU TextAmend \(2\)](#)
[H - Draft Presentation TOC-PH ORMU-03-17-2026](#)

7:00-7:30

F. GENERAL AGENDA

INFORMATION ITEMS

1. [26-029](#) Race and Equity and Climate Action Updates

PURPOSE: This agenda item provides an update on the Town's progress toward its Race and Equity and Climate Action goals.

Attachments: [A - 2025 Race and Equity Wins](#)
[B - 2025 Climate Action Wins](#)

7:30-8:00

- G. CLOSED SESSION 143-318.11 (A)(6) To consider the qualifications, competence, performance, character, fitness, conditions of appointment, or conditions of initial employment of an individual public officer or employee or prospective public officer or employee; or to hear or investigate a complaint, charge, or grievance by or against an individual public officer or employee. General personnel policy issues may not be considered in a closed session. A public body may not consider the qualifications, competence, performance, character, fitness, appointment, or removal of a member of the public body or another body and may not consider or fill a vacancy among its own membership except in an open meeting. Final action making an appointment or discharge or removal by a public body having final authority for the appointment or discharge or removal shall be taken in an open meeting.**

CLOSED SESSION 143-318.11 (A)(5) To establish, or to instruct the public body's staff or negotiating agents concerning the position to be taken by or on behalf of the public body in negotiating (i) the price and other material terms of a contract or proposed contract for the acquisition of real property by purchase, option, exchange, or lease; or (ii) the amount of compensation and other material terms of an employment contract or proposed employment contract.



Town of Carrboro

301 W. Main St., Carrboro,
NC 27510

Agenda Item Abstract

File Number: 26-031

Agenda Date: 3/17/2026
In Control: Town Council
Version: 1

File Type: Consent Agenda

Approval of Minutes from Town Council meeting held on March 10, 2026



Agenda Item Abstract

File Number: 26-024

Agenda Date: 3/17/2026
In Control: Town Council
Version: 1

File Type: Consent Agenda

Revised Memorandum of Understanding for the Orange County Partnership to End Homelessness

PURPOSE: The purpose is to authorize the mayor to execute a MOU with the Orange County Partnership to End Homelessness for FY 2026.

DEPARTMENT: Housing and Community Services

COUNCIL DIRECTION:

Race/Equity Climate Comprehensive Plan Other

Comprehensive Plan: Chapter 3 - Affordable Housing; Goal 5 - Support efforts with Orange County to ensure that all homeless individuals and families have access to safe housing, appropriate services, and a path to permanent housing; Strategy 5.3 Prevent homelessness.

INFORMATION: The Orange County Partnership to End Homelessness was established in 2008 to coordinate funding and activities to end homelessness in Orange County. A Memorandum of Understanding (MOU) was created to outline the roles and responsibilities of the partner jurisdictions of Orange County and the Towns of Chapel Hill, Carrboro, and Hillsborough.

This item proposes extending the MOU renewal period from “5 additional one-year terms” to “5 additional two-year terms,” now that the OCPEH governance structure has been revised and adopted to ensure that it meets regulatory requirement.

The Partnership to End Homelessness’ Executive Team recommends this change to Section D of the attached 2026 Draft Memorandum of Understanding (Attachment D).

FISCAL IMPACT: The MOU commits the County and municipalities to ensure funding for personnel and operating expenses of the Orange County Partnership to End Homelessness (OCPEH). While there is no immediate fiscal impact associated with this item, the Town would commit to 14.3% of OCPEH annual costs. The cost share is subject to change in future years based on the terms outlined in the MOU.

RECOMMENDATION: Staff recommends Council consider authorizing the Mayor to execute a two-year MOU for the Orange County Partnership to End Homelessness. (Attachment A)

**A RESOLUTION TO AUTHORIZE THE MAYOR TO EXECUTE A REVISED
MEMORANDUM OF UNDERSTANDING WITH THE
ORANGE COUNTY PARTNERSHIP TO END HOMELESSNESS**

WHEREAS, in April 2008, the Orange County Board of Commissioners, Chapel Hill Town Council, Carrboro Board of Aldermen, and Hillsborough Board of Commissioners endorsed the Orange County 10-Year Plan to End Chronic Homelessness and entered into a memorandum of understanding to fund a Partnership Coordinator position and support the Plan's implementation by the Orange County Partnership to End Homelessness; and

WHEREAS, in November 2014, the 2008 memorandum of understanding was revised to better reflect how the Orange County 10-Year Plan to End Chronic Homelessness had evolved and to more accurately describe the structure of the Partnership to End Homelessness and its role in coordinating homeless program services in the County; and

WHEREAS, in 2022, the Town Council authorized an update to the MOU to bring the MOU in line with the existing structure and positions of the Partnership, including a Homeless Programs Manager, a Housing Access Coordinator, and a Homeless Programs Coordinator.

WHEREAS, the Partnership to End Homelessness Executive Team is recommending an update to the existing Memorandum of Understanding.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Town of Carrboro that the Council authorizes the Mayor to execute a revised Memorandum of Understanding with the Orange County Partnership to End Homelessness, as described in the March 17, 2026 meeting materials.

This the 17th day of March, 2026.

Race and Equity Pocket Questions

Title and purpose of this initiative: Authorize the Mayor to Execute a Revised Memorandum of Understanding for the Orange County Partnership to End Homelessness (OCPEH)

Department: Housing and Community Services

What are the root causes of inequity in Carrboro and/or overall as it pertains to this subject area?

American political, social, and financial systems have worked to actively marginalize many different groups. This has often come in the form of denying rights or access to systems and institutions that greatly benefit one's livelihood, education, and health. For hundreds of years, intentional actions have been taken to deny humanity, wealth and equitable education and employment for BIPOC, women, and disabled people, creating cycles of poverty and social marginalization. This has resulted in large disparities in educational opportunity, wealth and asset accumulation, and social mobility. Disparities have been created and widened through government sponsored intentional racism and marginalization in the form of enslavement, forced displacement and loss of homeland of indigenous peoples, Jim Crow era policy, redlining, restrictive zoning ordinances, predatory and barrier-ridden lending practices, the American Credit System, over-policing of communities of color, the lack of protections for disabled people, the lack of rent control in NC, and white power structures' lack of willingness to address, and explicit desire to maintain, racial disparities.

In Orange County, the current Fair Market Rent (FMR) for a 2-bedroom apartment is \$1,631, around 37% higher than the average across North Carolina.¹ Over half of renters in have difficulty affording their homes.² When looking at racial economic disparities across the US and in our area specifically, it is clear that the burden of high housing costs falls disproportionately on communities of color. In 2025, Black residents made up over half of the unhoused population, while representing only 12% of the general population in Orange County.

Adopting the FY26 MOU with OCPEH will support the Partnership in continuing their work to end homelessness in Orange County. This has important race and equity impacts, as the experience of homelessness disproportionately touches BIPOC, low-income households, disabled people, and seniors. Addressing the issues of homelessness and housing insecurity directly supports more equitable outcomes in our community for marginalized populations, across many areas of life. The Housing First Model, which OCPEH and other local homelessness service providers have adopted, asserts that securing housing for those experiencing homelessness should be the priority for service providers. Research indicates that when someone has a safe and dignified home to call theirs, they are much more likely to have success in their

¹ [FY 2024 Fair Market Rent Documentation System — Statewide Summary for North Carolina \(huduser.gov\)](#)

² *The 2024 Housing Need in Orange County*, North Carolina Housing Coalition, January 2024



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goal pursuit in other life areas, like employment, financial well-being, and more.³ This not only has positive personal implications, but allows individuals to more fully participate in the community and economy.

Who is experiencing community burden now? Who will experience community burden if this action is passed? Will others experience community burden if this action is NOT passed?

IF APPROVED – Other than appropriations the Town is already prepared to make based on population data, there would be little burden if the action was approved. Perhaps, some people not facing literal homelessness but still facing housing insecurity could receive less services with this allocation.

WHO IS EXPERIENCING BURDEN/IF NOT APPROVED – The members of the unhoused community who will not receive robust and equitable access to direct housing services, will be further burdened.

As stated above, the unhoused community is currently facing burden.

Who is experiencing community benefit now? Who will experience community benefit if this action is passed? Will others experience community benefit if this action is NOT passed?

IF APPROVED - Unhoused individuals and families will benefit from Town support of OCPEH by accessing critical services and programs focused on locating and subsidizing housing.

OCPEH will benefit from the financial support provided through the MOU. This support funds critical staff positions who carry out the provided services, allowing OCPEH to work towards their mission statement.

Partnering nonprofits will also benefit from the continuation of services provided to the community. The nonprofits and OCPEH often serve the same individuals or families, thus extending their reach and impact. Nonprofits like the Inter-Faith Council and the Community Empowerment Fund collaborate closely with OCPEH to ensure clients are sufficiently supported.

The Towns and County that provide funding to the OCPEH via the MOU benefit by enabling and supporting an organization that assists the Towns and County in addressing the needs of the unhoused population within their jurisdictions. This has the potential to ease the burden on Housing and Community Services, Police, and Fire departments, who most often support the unhoused population in our community.

Taxpayers will experience benefit since it is less expensive to provide services and fill gaps in services than it is to continue homelessness.⁴

³ [Evidence-Behind-Approaches-That-End-Homelessness-Brief-2019.pdf \(usich.gov\)](#)

⁴ [Ending Chronic Homelessness Saves Taxpayers Money - National Alliance to End Homelessness](#)



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IF NOT APPROVED – The Town may experience a financial benefit from not funding OCPEH. This funding could be used for other evidence-based affordable housing initiatives.

CURRENT BENEFIT – Unhoused community members who currently receive services through OCPEH and partner organizations are benefitting, but they would receive greater benefits with additional resources and funding.

What might be the unintended consequences of this action or strategy?

With limited affordable housing stock in our County, it is possible that the impact of funding may also be limited.

OCPEH operates the Continuum of Care in our jurisdiction and administers HOME programs and funding at the County level. This means that they assist in the administration of subsidized programs like Housing Choice Vouchers (HCVs). One of the primary requirements for HCV eligibility in Orange County is that the applicant is experiencing active homelessness. With such an emphasis on the unhoused population for support programs, OCPEH may miss those who are currently housed but facing imminent displacement. This may support a cycle of homelessness, getting one unhoused community member into safe housing, while missing those who are on the brink of becoming unhoused and in need of critical housing support.

What steps has your department taken to mitigate any burdens, inequities, and unintended consequences? What strategies might your department take to address these in the future? NOTE: This does not reflect a formal commitment by the Town of Carrboro.

The department continues to engage with jurisdictional peers and community partners to advance affordable housing in the community and to address racial inequities in housing under the guidance of the One Orange Countywide Racial Equity Framework and the Town’s Office of Race and Equity. Since this department was formed our work has been increasingly focused on racial disparities in housing, preservation of Black neighborhoods, and increasing housing options for extremely low-income households, who are disproportionately BIPOC. This lens is vitally important in all aspects of the Town’s work, and especially in housing where there are blatant disparities along racial lines.

Climate Action Pocket Questions

Title: Authorize the Mayor to Execute a Revised Memorandum of Understanding for the Orange County Partnership to End Homelessness (OCPEH)

Purpose: The purpose is to authorize the mayor to execute a MOU with the Orange County Partnership to End Homelessness for FY 2026.

Department: Housing and Community Services

1. How will this action impact the Town’s or the community’s greenhouse gas emissions?

- b. Will not reduce or increase greenhouse gas emissions

2. Please explain.

- Adoption of the MOU on the Orange County Partnership to End Homelessness (OCPEH) should not measurably increase or decrease greenhouse gas emissions. While some greenhouse gas emissions are associated with housing, unhoused individuals are forced to contribute to certain kinds of emissions due to lack of access to systems and services—these include, but are not limited to: overreliance on cars and vehicles, dependence on disposable products (which fuels the carbon-costly production of these products), and difficulty recycling or properly disposing of waste.¹

3. Does this action impact:

- a. Water quality
- c. Flooding
- e. Heat islands or extreme heat
- f. Biodiversity
- g. Solid waste
- h. Hazardous waste

4. Please explain.

- Homelessness directly impacts solid and hazardous waste and may potentially impact water quality and biodiversity. This is because without access to waste disposal systems and bathrooms, unhoused individuals are often forced to dispose of waste improperly, which can increase pollution and harm water quality and biodiversity.²

¹ Gutowski, et al. 2008. Environmental Lifestyle Analysis, MIT. [ELSA-IEEE-2008.pdf](#)

² [How Does Homelessness Affect the Environment? – The Institute for Environmental Research and Education](#)

- Additionally, without access to shelter, unhoused individuals may be forced to sleep and live in natural habitats that are not zoned for human dwelling, often near waterways. Fires may be lit in these areas to keep warm in the winter, posing significant environmental risks.³
- Reducing or eliminating homelessness will directly mitigate these outcomes, improve solid and hazardous waste disposal, and thereby support water quality and biodiversity.
- While homelessness does not impact flooding, extreme heat, or air quality, these issues directly impact homelessness. Unhoused individuals often face the worst consequences of extreme weather events, which are being exacerbated by climate change.⁴ Lack of shelter, lack of transportation, and lack of food and water access become matters of life or death for unhoused populations during environmental crises and extreme weather events.
- Programs that support the homeless and work to reduce or eliminate homelessness support climate resilience and climate justice outcomes by ensuring that marginalized and vulnerable populations do not bear most of the burden of climate change and extreme weather. Hence, the Carrboro Community Climate Action Plan acknowledges that homeless populations (which disproportionately comprise BIPOC) face worse outcomes due to climate change, and states that areas with high homeless populations should be at the forefront of climate resilience and climate justice initiatives.⁵

5. How is your department planning to mitigate any climate or environmental impacts? NOTE: This does not reflect a formal commitment by the Town of Carrboro.

- The Housing and Community Services department continues to center environmental and climate impacts throughout our work. In this case, there are no impacts in need of mitigation.

³ Barton, 2025. [Homelessness And Its Environmental Impact: A Hidden Ecological Crisis | ShunWaste](#)

⁴ Christensen. 2024. [A Matter of Climate Justice: Heat and Air Pollution Combine to Worsen Effects of Homelessness - PMC](#)

⁵ [Community-Climate-Action-Plan---Updated-Oct-2020](#)

**Memorandum of Understanding between Orange County and the
Towns of Chapel Hill, Carrboro, and Hillsborough:
Orange County Partnership to End Homelessness (OCPEH)**

Whereas, in April 2008, the Orange County Board of Commissioners, Chapel Hill Town Council, Carrboro Town Council, and Hillsborough Board of Commissioners endorsed the Orange County 10-Year Plan to End Chronic Homelessness and entered into a memorandum of understanding to fund and support the Plan's implementation by the Orange County Partnership to End Homelessness (OCPEH), and

Whereas, the Partnership has made significant progress in ending and preventing homelessness in Orange County, and

Whereas, the parties to this Memorandum came together and revised this Memorandum of Understanding in 2015, and

Whereas, reflecting a combination of national best practices, national funding models, and local experience, the Orange County 10-Year Plan to End Chronic Homelessness has evolved to become an ongoing program, the Orange County Plan to End Homelessness, and

Whereas, the role of the Partnership is to implement Orange County's Plan to End Homelessness and serve as the Continuum of Care for Orange County, and

Whereas, the parties to this Memorandum understand the value of this work to each jurisdiction and accordingly intend to continue to fund and support it, and

Whereas, the initial 10-Year Plan created a body called the Executive Team, now called the Leadership Team, consisting of representatives appointed from each of the above governmental partners and a cross-section of community representation, charged with providing oversight and direction to the plan, and the parties to this Memorandum intend for the Leadership Team to continue to perform this role, and

Whereas, the parties to this Memorandum intend to continue funding the Partnership's Homeless Programs Manager and Housing Access Coordinator, and provide partial funding for the Homeless Programs Coordinator, all of whom have job responsibilities outlined in a Job Description (Attachment A), and

Whereas, in order to implement the Plan, the Partnership is providing direct service programs via pass-through funding from other sources, and

Whereas, the four elected appointees continue to recommend and serve on the OCPEH Executive Team, which shall consist of the four elected appointees, to ensure that the interests of all four funding jurisdictions are consistently represented;

The parties to this Memorandum hereby clarify the roles and responsibilities of each body as it relates to funding and oversight.

A. The Executive Team will:

1. Provide ongoing supervision of the Homeless Programs Manager (HPM) through the County Manager by:
 - i. Conducting joint annual performance reviews of the HPM with the County Manager, after gathering input from the Chair of the Leadership Team and others, as appropriate;
 - ii. Approving an annual work plan for the HPM based on the goals of the Plan, subject to final approval by the County Manager;
 - iii. Meeting with and reviewing the work plan with the HPM and the County Manager quarterly;
 - iv. Participating in interviews for the hiring of the HPM;
 - v. Making recommendations to the County Manager regarding performance concerns related to the HPM.
2. Operate its program on the same fiscal year as that operated by the Towns and County.
3. Not have supervisory authority over any Town or County staff who may be assigned to provide assistance to the Leadership Team or Executive Team.
4. Meet quarterly, with staff support, to review progress under the annual work plan.

B. Towns and the County will:

1. Provide office space and supplies for the use of the Partnership staff as needed and available.
2. Provide staff assistance as needed to support the Executive Team and Leadership Team subject to Town Manager and County Manager direction.
3. Provide an annual appointment from the elected governing bodies to the Leadership/Executive Team.
4. Assist with the annual implementation efforts of the Plan.
5. Continue to support the Partnership.
6. Determine the amount of funding to be provided by each partner by utilizing a population-based formula based on the latest Census data.

Based upon the 2020 Census data, the percentage contributions, subject to each jurisdiction's approval, are as follows:

- Orange County 39.5%
- Town of Chapel Hill 39.7%
- Town of Carrboro 14.3%
- Town of Hillsborough 6.5%

7. Receive an annual report from the HPM.
 8. Not be required or expected to continue funding Partnership staff should the funding not be available through any one or more of the other partners.
 9. Not require or suggest the HPM perform work on goals that are not in her/his work plan for the Partnership.
- C. The Plan is understood to be a living document that the Partnership will update over time to reflect its accomplishments and the evolution of policies, evidence-based practices, and funding.
- D. This Memorandum supersedes the 2015 Memorandum of Understanding that supported the Orange County 10-Year Plan to End Chronic Homelessness. It will remain in effect for two years from the date of its adoption by all Parties. Memorandum will be renewed for up to five additional two-year terms. Revisions will be presented to the Executive Team for consideration no later than the final quarterly meeting of the Executive Team prior to expiration of the two year term. Any Party hereto may withdraw from the Memorandum by providing written notice to every other Party at least 12 months prior to the start of the fiscal year in which the Party wishes to withdraw.

[SIGNATURES TO FOLLOW]

Wherefore the Parties hereto have set their hands and seals on the day and dates recorded below.

ORANGE COUNTY

Jamezetta Bedford, Chair

ATTEST

STATE OF NORTH CAROLINA
ORANGE COUNTY

I, the undersigned Notary Public of the County and State aforesaid, do hereby certify that _____, personally came before me this day and acknowledged that she is the Clerk to the Board of Commissioners for Orange County, North Carolina and that by authority duly given and as the act of said County, the foregoing instrument was signed in its name by the Chair of said Board of Commissioners and attested by her as Clerk to said Board of Commissioners.

Witness my hand and official stamp or seal this ____ day of _____, 20__.

Notary Public _____

(Notary Seal)

My commission expires: _____

TOWN OF CHAPEL HILL

Jessica Anderson, Mayor

ATTEST

STATE OF NORTH CAROLINA
ORANGE COUNTY

I, the undersigned Notary Public of the County and State aforesaid, do hereby certify that _____, personally came before me this day and acknowledged that he/she is the Town Clerk for the Town of Chapel Hill, North Carolina and that by authority duly given and as the act of said Town, the foregoing instrument was signed in its name by the Mayor of the Town of Chapel Hill, NC and attested by her as Town Clerk for the Town of Chapel Hill, NC.

Witness my hand and official stamp or seal this ____ day of _____, 20__.

Notary Public _____

(Notary Seal)

My commission expires: _____

TOWN OF CARRBORO

Barbara Foushee, Mayor

ATTEST

STATE OF NORTH CAROLINA
ORANGE COUNTY

I, the undersigned Notary Public of the County and State aforesaid, do hereby certify that _____, personally came before me this day and acknowledged that she is the Town Clerk for the Town of Carrboro, North Carolina and that by authority duly given and as the act of said Town, the foregoing instrument was signed in its name by the Mayor of the Town of Carrboro, NC and attested by her as Town Clerk for the Town of Carrboro, NC.

Witness my hand and official stamp or seal this ____ day of _____, 20__.

Notary Public _____

(Notary Seal)

My commission expires: _____

TOWN OF HILLSBOROUGH

Mark Bell, Mayor

ATTEST

STATE OF NORTH CAROLINA
ORANGE COUNTY

I, the undersigned Notary Public of the County and State aforesaid, do hereby certify that _____, personally came before me this day and acknowledged that he/she is the Town Clerk for the Town of Hillsborough, North Carolina and that by authority duly given and as the act of said Town, the foregoing instrument was signed in its name by the Mayor of the Town of Hillsborough, NC and attested by her as Town Clerk for the Town of Hillsborough, NC.

Witness my hand and official stamp or seal this ____ day of _____, 20 ____.

Notary Public _____

(Notary Seal)

My commission expires: _____

HOMELESS PROGRAMS MANAGER

Job Class: 2307
FLSA Status: Exempt

DISTINGUISHING FEATURES OF THE CLASS

An employee in this class is responsible for managing systems of service, programs, and funding for people experiencing homelessness. An employee is responsible for leading and coordinating the effort to develop a comprehensive approach to ending homelessness in Orange County, collaborating with Orange County, Chapel Hill, Carrboro, and Hillsborough town staff on program initiatives as well as managing the Orange County Partnership to End Homelessness (OCPEH). These responsibilities include a wide range of activities related to program performance, ensuring regulatory compliance with all applicable laws and regulations, and program and staff management.

Work is performed under the general supervision of the Housing Director with leeway to exercise independent judgment within the framework of applicable rules, regulations, policies and procedures in the performance of duties, both in terms of planning and accomplishing work, and in making decisions regarding needs and requests. Supervision is a responsibility of this class. Does related work as required.

EXAMPLES OF ESSENTIAL FUNCTIONS

Following are examples of typical work activities and responsibilities. The incumbent may be responsible for performing other related duties and responsibilities as required or assigned. ***A position may not include all the work examples given, nor does the list include all that may be assigned.***

Manages and provides leadership to the administration of various programs addressing housing and services to those affected by homelessness, and oversees quality control of various grant programs.

Serves as a primary contact on homelessness program initiatives for the County and participating jurisdictions.

Supervises, coordinates, or assists in the coordination of partnerships and collaborates with local and regional homelessness and housing resources including the County's Street Outreach program, Rapid Rehousing, Coordinated Entry, housing navigation and access, and other programs statewide.

Coordinates with the North Carolina Coalition to End Homelessness to support homeless providers in their use of the Homeless Management Information System (HMIS).

Participates in the North Carolina HMIS Governance Committee.

Utilizes and maintains the HMIS to provide local homeless data reports to track data quality of local agencies, monitor program performance and outcomes.

Revised 12.13.2021

Performs all homeless data reporting required by federal, state, regional, and local entities.

Works collaboratively with human services agencies across Orange County to assist households at risk and currently experiencing homelessness in pursuing services.

Coordinates updates to the Orange County Resources Guide for distribution to local governments, providers and the public.

Provides staff and coordination support for the Orange County Partnership to End Homelessness (OCPEH) Leadership Team and subcommittees, which includes posting meeting notices, drafting agendas, and recording and distributing meeting notes.

Coordinates the process for, and completes and submits annual federal and state grant applications by coordinating input from OCPEH grantees and other stakeholders. Applies for other grants to support the goals of the County, municipalities and OCPEH.

Coordinates the development and implementation of initiatives to achieve the goals of the Plan to End Homelessness (Plan), including annual updates to the Orange County Homeless System Gaps Analysis.

Coordinates updates of the OCPEH Plan in collaboration with the OCPEH Leadership Team and subcommittees; works throughout the year to achieve the goals and strategies contained in the Plan.

Works to fill system gaps as identified in the annual Orange County Homeless System Gaps Analysis.

With the Homeless Programs Coordinator, administrates and supports eight monthly standing meetings of the Continuum of Care (CoC) including the by-name list review, veterans meeting, SOAR Collaborative, etc.

Coordinates the OCPEH annual reports including past year accomplishments and current year goals.

Coordinates the planning and execution of the annual Project Connect services event.

Manages data collection and reports to the U.S. Department of Housing & Urban Development (HUD) events (i.e. Point-In-Time Count, Housing Inventory Count, Longitudinal Statistical Analysis, System Performance Measures, etc.)

Maintains knowledge of current issues, trends, and strategies related to federal, state, regional, and local homelessness policies, best practices, research, statutory regulations and requirements; conveys this information to the County,

municipalities, OCPEH committees and stakeholders.

Responds to inquiries from the County and municipal staff, the OCPEH, and the public requesting information to connect at-risk individuals with available resources.

Coordinates and maintains the OCPEH website and social media accounts including Facebook and Twitter.

Provides overall supervision of homelessness division staff and direct supervision to Housing Access Coordinator and the Homeless Programs Coordinator, ensuring staff compliance with the OCPEH Plan, HUD regulations, program requirements and standard operating procedures.

Supervises the Housing Access Coordinator to ensure that the program establishes and maintains effective working relationships with tenants and landlords to facilitate conflict resolution.

Supervises assigned staff to ensure homeless programs are in compliance with HUD regulations, program requirements and standard operating procedures monitors production, quality control and data integrity of transactions completed.

Holds regular staff/team meetings and provides continuous leadership and communication with the Homeless division staff; assesses staff performance and coordinates training and development opportunities as needed.

Works across the Housing Department on housing initiatives and actively seeks collaboration from internal and external partners to better serve the community; makes programming recommendations to the Director based on knowledge of participant and community needs and knowledge of evidence-based practices in the field.

Makes policy and program change recommendations to the Department Director.

Assists in the management and analysis of the program's budget and makes recommendations to the Director regarding the OCPEH budget as needed.

Coordinates and monitors the OCPEH budget, provides annual fiscal information to the County and Town Managers in the budget process.

Ensures excellent customer service is provided to all homeless clients, landlords, and community partners,

Interacts and communicates with various groups and individuals such as County staff, clients, service providers, community audiences and the general public.

Embraces and supports all initiatives, policies and procedures within Orange County Housing Department and OCPEH, and implements all new requirements in accordance with established guidelines.

Uses computer applications and other systems such as spreadsheets, word processing, calendar, email and database software in performing work assignments.

Adheres to the County's safety rules and regulations.

Performs related duties as required.

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES

Thorough knowledge of the local, state and federal laws, ordinances, standards, and regulations pertaining to subsidized and affordable housing, homeless programs.

Thorough knowledge of the principles, theories, practices and methodologies of homeless planning and development.

Thorough knowledge of evidence-based practices in HUD housing and homelessness programs.

Thorough knowledge of HIPAA guidelines and the ability to maintain a high level of confidentiality when working with various records and reports containing personal and financial information.

Thorough knowledge of the functions and interrelationships of the County and other governmental agencies.

Good knowledge of the social, economic, and environmental factors that influence poverty and housing insecurity.

Good knowledge of County ordinances, department policies and procedures.

Good knowledge of Trauma-Informed Care (TIC) and Motivational Interviewing (MI) methods.

Skill in management and supervision, and the ability to coordinate and/or supervise the work of others.

Skill in being customer-focused, adept at problem solving and working collaboratively with others.

Skill at prioritizing work activities and the ability to multi-task while under pressure.

Skill in oral and written communication including developing and delivering presentations, and preparing and maintaining accurate records and reports.

Skill in gathering and analyzing complex data.

Skill in public and interpersonal relations.

Ability to demonstrate sound judgment, integrity, resourcefulness, accuracy, a high degree of confidentiality, thoroughness, tact, dependability and courtesy commensurate with the demands of the position, while maintaining an ethical standard of care.

Ability to plan and implement detailed and complex programs and activities; ability to manage programming, monitor and maintain compliance with complex federal, state and local program requirements and regulations.

Ability to develop, explain, present, and implement operational and program policies and procedures.

Ability to ensure compliance with established policies and procedures and facilitate attainment of established departmental goals and objectives.

Ability to accurately interpret and timely apply regulations, evaluate program activities, and recommend and implement related improvements.

Demonstrated ability to work with diverse, low income populations and homeless individuals, and establish and maintain effective professional relationships with a variety of constituents, i.e. tenants, landlords, County staff, outside agencies and the general public.

Demonstrated ability to communicate effectively both orally and in writing with diverse, low-income populations to express information and ideas clearly and concisely.

Ability to read and interpret complex materials; ability to assimilate technical and theoretical concepts from diverse disciplines and apply creatively and intuitively to solve unique problems.

Ability to interact with all levels of staff exhibiting professional discretion, confidentiality, and high ethical standards; ability to collaborate with others and work as part as a team.

Ability to coordinate department activities with other County departments, property/business owners, residents, developers, and community leaders in order to accomplish goals and complete projects.

Ability to work in stressful conditions while balancing multiple projects within time constraints, personnel capabilities, financial resources and political considerations.

Ability to maintain effective relationships with County employees, professionals and the general public through contact and cooperation.

Ability to formulate reports, present findings and make recommendations based on research and data; ability to prepare public reports and program documents.

Ability to offer training and assistance to co-workers and County employees, as required.

Ability to complete the duties of the position with limited supervision.

Ability to effectively problem solve and handle difficult situations and complex decision-making, and react calmly and quickly in emergency situations.

Ability to oversee and assist in development and maintenance of all record keeping systems, as applicable.

Ability to work flexible hours, including evenings and occasional weekends.

Ability to effectively use computer applications such as spreadsheets, word processing, calendar, e-mail and database software to maintain records, prepare reports, and conduct correspondence related to the work.

MINIMUM ACCEPTABLE TRAINING AND EXPERIENCE

Graduation from a regionally accredited or recognized college or university with a Master's Degree in Social and/or Political Science, Sociology, Urban Planning, Business Administration, Community Development, Counseling, Social Work or closely related field; AND five (5) years' experience including direct work experience or graduate level coursework in housing or community development; AND three (3) years of administrative or consultative experience in a human service program with program planning, administration, and evaluation, marketing, and grant management AND two (2) years of supervisory experience; OR

Graduation from a regionally accredited or recognized college or university with a Bachelor's Degree in Social and/or Political Science, Sociology, Urban Planning, Business Administration, Community Development, Counseling, Social Work or closely related field AND seven (7) years' direct work experience in housing or community development AND three (3) years of administrative or consultative experience in a human service program with program planning, administration, and evaluation, marketing, and grant management AND two (2) years of supervisory experience; OR

Graduation from a regionally accredited or recognized college or university with an Associate's Degree in Social and/or Political Science, Sociology, Counseling, Social Work, Urban Planning, Business Administration, Community Development or closely related field AND nine (9) years' direct work experience in housing or community development AND three (3) years of administrative or consultative experience in a human service program with program planning, administration, and evaluation, marketing, and grant management AND two (2) years of supervisory experience; OR

An equivalent combination of education training and experience.

Experience in the homelessness programs (work experience or living experience) initiatives is strongly preferred.

SPECIAL REQUIREMENTS

Possession of or ability to readily obtain a valid driver's license issued by the State of North Carolina for the type of vehicle or equipment operated.

All offers of employment are conditional upon successful clearance of a background check. Employment cannot commence until the employee has been cleared.

PHYSICAL REQUIREMENTS AND POSSIBLE HAZARDS

Must be able to physically perform the basic life operational support functions of standing, sitting, walking, typing, bending, stooping, carrying, reaching, talking and repetitive motions of the hands and wrists.

Ability to perform light work, exerting up to 10 pounds of force occasionally, and/or a negligible amount of force frequently or constantly to lift, carry, push, pull or otherwise move objects.

Must possess the visual acuity to prepare and analyze data and figures, perform bookkeeping, perform extensive reading and operate a computer terminal.

Ability to endure emotional stress related to the nature of interactions with residents and/or family members who may be hostile, resistant or violent.



Agenda Item Abstract

File Number: 26-028

Agenda Date: 3/17/2026
In Control: Town Council
Version: 1

File Type: Consent Agenda

Resolution to Authorize a Contract for Federal Emergency Management Agency Public Assistance Program Grant Management Services.

PURPOSE: To request that the Town Council authorize the Town Manager to negotiate and execute a contract for Federal Emergency Management Agency Public Assistance Program grant management services.

DEPARTMENT: Fire-Rescue Department

COUNCIL DIRECTION:

Race/Equity Climate Comprehensive Plan Other

This agenda item pertains to grant management services that will assist the Town in documenting, pursuing, and administering reimbursement for eligible response and recovery costs associated with damages resulting from Tropical Storm Chantal.

INFORMATION: The Federal Emergency Management Agency (FEMA) Public Assistance (PA) Program provides federal reimbursement to eligible local governments for certain costs associated with disaster response, emergency protective measures, and the repair or replacement of damaged public infrastructure following a federally declared disaster.

Participation in the PA program requires extensive documentation, project formulation, cost tracking, and coordination with both FEMA and the North Carolina Emergency Management agency. These requirements frequently extend over multiple years and involve detailed compliance with federal procurement, documentation, and reimbursement standards established under the Stafford Act and 2 CFR Part 200.

To ensure the Town maximizes eligible reimbursement and maintains compliance with applicable federal and state requirements, staff recommends engaging a consultant with demonstrated experience managing FEMA Public Assistance projects. These services will supplement staff capacity and support efficient project formulation, documentation, and reimbursement management throughout the FEMA PA process.

On January 11, 2026, the Town issued a Request for Proposals (RFP) for Professional Grant Management and Public Assistance Advisory Services. A qualifications-based selection process was conducted in accordance with applicable federal procurement standards and the requirements of North Carolina General Statutes. The Town received proposals from eight firms. Following evaluation of qualifications, experience, key personnel, technical approach, cost estimating capabilities, and cost proposal, EM Partners, LLC was selected as the most qualified firm to provide these services. The posted RFP is included as Attachment B - Posted RFP.

FISCAL IMPACT: Existing funding is programmed in the FY 2025-26 Budget for the awarding of this contract. The contract would be funded as a disaster-related expenditure and may be eligible for reimbursement as an administrative cost under the FEMA PA program, subject to FEMA eligibility and program requirements. The total contract amount is not to exceed \$67,252.57.

RECOMMENDATION: Staff recommends that the Town Council adopt the attached resolution (Attachment A) authorizing the Town Manager to finalize the terms and execute a contract with EM Partners, LLC for FEMA PA grant management services to support the Town's disaster recovery reimbursement efforts.

A RESOLUTION AUTHORIZING THE TOWN MANAGER TO NEGOTIATE AND EXECUTE A CONTRACT FOR FEDERAL EMERGENCY MANAGEMENT AGENCY PUBLIC ASSISTANCE PROGRAM GRANT MANAGEMENT SERVICES

THE TOWN COUNCIL OF THE TOWN OF CARRBORO RESOLVES:

Section 1. The Town Council hereby authorizes the Town Manager to negotiate and execute a contract with EM Partners, LLC in an amount not to exceed \$67,252.57.

Section 2. Within five (5) days after this resolution is adopted, the Town Clerk shall file a copy of this ordinance with the Chief Financial Officer.

Section 3. This resolution shall become effective upon adoption.

This the 17th Day of March in the year 2026.



TOWN OF CARRBORO

Fire-Rescue Department

NORTH CAROLINA



Town of Carrboro, North Carolina

Request for Proposals (RFP): Professional Grant Management and Public Assistance Advisory Services

Project Reference: Tropical Storm Chantal Recovery

Issue Date: January 11, 2026

1. Introduction & Purpose

The Town of Carrboro (the “Town”) is soliciting proposals from qualified consulting firms to provide comprehensive grant management and Public Assistance (PA) advisory services. Following the federal disaster declaration for Tropical Storm Chantal on September 12, 2025, the Town anticipates federal recovery funding and requires expert guidance to manage these resources.

The selected consultant will serve as the primary liaison between the Town, the North Carolina Division of Emergency Management (NCEM), and the Federal Emergency Management Agency (FEMA). The objective is to maximize eligible reimbursements while ensuring regulatory compliance and audit readiness.

2. Scope of Services

The selected firm shall provide a full range of technical and advisory services, including but not limited to:

A. Public Assistance Advisory Services

- **Application & Identification:** Develop a system to identify eligible projects, capture costs, and submit grant applications efficiently.
- **Documentation & Fieldwork:** Gather and analyze field records, including timekeeping, equipment hours, and staff assignments to extract pertinent reimbursement data.
- **Project Formulation:** Assist in formulating FEMA PA Emergency and Permanent Work Project Worksheets (PWs), including Detailed Damage Descriptions and Dimensions (DDD) and Scopes of Work (SOW).
- **Technical Expertise:** Provide guidance on Section 428 Alternative Procedures and evaluate "alternate" or "improved" project options.
- **Appeals & Arbitration:** Prepare first and second appeals and support the Town through any necessary arbitration.

B. Hazard Mitigation

- Identify and evaluate opportunities for hazard mitigation to reduce future risks.

- Prepare proposals and grant applications under Sections 404 and 406 of the Stafford Act, including necessary Cost-Benefit Analysis (CBA).

C. Financial and Grant Management Support

- Audit Readiness: Conduct pre-audit activities and prepare all project files to withstand federal and state audits.
- Reporting: Prepare mandatory PA Quarterly Progress Reports for NCEM/FEMA and provide monthly status reports to the Town.
- Compliance Monitoring: Review contractor/vendor billing to ensure costs are documented, reasonable, and eligible for reimbursement.
- Coordination: Reconcile insurance proceeds and other funding sources to avoid duplication of benefits.

3. Deliverables

The successful firm must provide the following:

- FEMA Grant applications and a comprehensive compliance plan/timeline.
- Customized documentation templates and cost-tracking tools.
- Cost Estimating Format (CEF) reports for large projects as required.
- Staff training materials to build internal capacity.
- Final project closeout documentation for all PWs.

4. Regulatory Compliance

All work must be performed in strict accordance with:

- The Robert T. Stafford Disaster Relief and Emergency Assistance Act.
- 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements).
- Post-Katrina Emergency Management Reform Act and Sandy Recovery Improvement Act.
- Applicable North Carolina General Statutes and Town procurement ordinances.
- EHP, Davis-Bacon, and Section 3 requirements.

5. Proposal Submission Requirements

Proposals must be submitted in PDF format and include the following structured sections:

Section	Requirement / Detail
Experience	Narrative of relevant FEMA PA and state-level disaster recovery experience.
Personnel	Resumes for key staff (max 2 pages each) including certifications.
Methodology	Detailed approach to recovery management and regulatory compliance.

Section	Requirement / Detail
Cost Estimating	Approach for large projects, including use of Cost Estimating Format (CEF).
References	Minimum of three (3) references from similar municipal projects.
Fee Schedule	Clear breakdown of costs or hourly rates for the proposed team.

6. Instructions to Proposers

- Submission Deadline: January 23, 2026, by 5:00 PM EST.
- Delivery: Submissions are accepted via email, mail, or hand-delivery.
- Recipients: One original submission must be addressed to Chaz Offenburg (CFO), coffenburg@carrboronc.gov and a second original to Will Potter (Fire Chief), wpotter@carrboronc.gov. Mail or hand-delivery addresses for both recipients is 301 W Main ST, Carrboro, NC 27510.
- Inquiries: Direct all questions to Will Potter at wpotter@carrboronc.gov by January 22, 2026, at 5:00 PM.
- Addendums: Proposers must monitor carrboronc.gov/bids.aspx and include a statement acknowledging any posted addendums in their submission.

6. Evaluation & Selection

The Selection Committee will evaluate proposals based on the following weighted criteria:

1. **Experience and Performance:** 30%
2. **Personnel Qualifications:** 25%
3. **Methodology and Approach:** 20%
4. **Cost Estimating Expertise:** 15%
5. **Fee Schedule:** 10%

The Town reserves the right to short-list at least three applicants for interviews.

The Town reserves the right to reject any and all proposals for any reason or no reason and to accept the proposal most favorable to the Town of Carrboro.

The attached contract is a form contract routinely used by the Town, is provided for informational purposes only, and is subject to change in any final contract entered into under this request for proposals.

FEDERAL FUNDS STANDARD SERVICE CONTRACT



**NORTH CAROLINA SERVICE CONTRACT
TOWN OF CARRBORO**

THIS CONTRACT is made, and entered into by and between the **TOWN of CARRBORO**, a political subdivision of the State of North Carolina, (hereinafter referred to as "**TOWN**"), party of the first part and (hereinafter referred to as "**CONTRACTOR**"), party of the second part.

1. SERVICES TO BE PROVIDED

CONTRACTOR hereby agrees to provide services and/or materials under this contract (hereinafter referred to collectively as "**SERVICES**") for

pursuant to the provisions and specifications identified in "Attachment 1".

2. TERM OF CONTRACT

The term of this **CONTRACT** for services and supplies is from _____ to _____.

3. PAYMENT TO CONTRACTOR

CONTRACTOR shall receive from **TOWN** an amount not to exceed _____. Unless otherwise specified, **CONTRACTOR** shall submit a monthly itemized invoice to _____ at the _____ Department of the Town of Carrboro, NC 27510. Payment will be processed within 30 days upon receipt and approval of the invoice by **TOWN**.

4. INDEPENDENT CONTRACTOR

TOWN and **CONTRACTOR** agree that **CONTRACTOR** is an independent contractor and shall not represent itself as an agent or employee of **TOWN** for any purpose in the performance of **CONTRACTOR'S** duties under this contract. Accordingly, **CONTRACTOR** shall be responsible for payment of all federal, state and local taxes as well as business license fees arising out of **CONTRACTOR'S** activities in accordance with this contract. For purposes of this contract taxes shall include, but not be limited to, Federal and State Income, Social Security and Unemployment Insurance taxes.

CONTRACTOR, as an independent contractor, shall perform said services in a professional manner and in accordance with the standards of applicable professional organizations and licensing agencies.

5. INSURANCE AND INDEMNITY

To the fullest extent permitted by laws and regulations, the **CONTRACTOR** shall indemnify and hold harmless the **TOWN** and its officials, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential (including but not limited to fees and charges of engineers or architects, attorneys, and other professionals and costs related to court action or arbitration) arising out of or resulting from the performance of this Contract or the actions of the **CONTRACTOR** or its officials, employees, or contractors under this Contract or under the contracts entered into by the **CONTRACTOR** in connection with this Contract. This indemnification shall survive the termination of this agreement.

In addition, **CONTRACTOR** shall comply with the North Carolina Workers' Compensation Act and shall provide for the payment of workers' compensation to its employees in the manner and to the extent required by such Act. **CONTRACTOR** shall supply **TOWN** with certification of insurance for workers' compensation coverage with North Carolina statutory limits.

CONTRACTOR shall maintain, at its expense, the following minimum insurance coverage:

General Liability with Combined Single Limit Bodily Injury and Property Damage not less than \$1,000,000 and Products and Completed Operations Liability not less than \$1,000,000.

CONTRACTOR agrees to furnish **TOWN** a certificate of insurance from an insurance company, licensed to do business in the State of North Carolina and acceptable to **TOWN** verifying the existence of any insurance coverage required by **TOWN**. The certificate will provide for thirty (30) days advance notice in the event of termination or cancellation of coverage.

6. HEALTH AND SAFETY

CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs required by OSHA and all other regulatory agencies while providing services under this contract.

7. NON-DISCRIMINATION IN EMPLOYMENT

CONTRACTOR shall not discriminate against any employee or applicant for employment because of age, sex, race, creed, national origin, disability or on the basis of sexual orientation or gender expression/identity. **CONTRACTOR** shall take affirmative action to ensure that applicants are employed and that employees are treated fairly and legally during employment with regard to their age, sex, race, creed, national origin, disability or on the basis of sexual orientation or gender expression/identity. In the event **CONTRACTOR** is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of federal, state or local law or this provision, this Contract may be canceled, terminated or suspended in whole or in part by **TOWN**, and **CONTRACTOR** may be declared ineligible for further **TOWN** contracts.

GOVERNING LAW

This contract shall be governed by and in accordance with the laws of the State of North Carolina. All actions relating in any way to this contract shall be brought in the General Court of Justice in the County of Orange and the State of North Carolina.

AMENDMENT

This contract may be amended only in writing by mutual agreement by both parties.

TERMINATION OF AGREEMENT

This contract may be terminated at any time by either party by written notice of a minimum of ninety (90) days.

This contract may be terminated, for cause, by the non-breaching party notifying the breaching party of a substantial failure to perform in accordance with the provisions of this contract and if the failure is not corrected within ten (10) days of the receipt of the notification. Upon such termination, the parties shall be entitled to such additional rights and remedies as may be allowed by relevant law.

Termination of this agreement, either with or without cause, shall not form the basis of any claim for loss of anticipated profits by either party.

NON-APPROPRIATION OF FUNDING

CONTRACTOR acknowledges that the **TOWN** is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate.

In the event that public funds are not appropriated for the performance of the **TOWN's** obligations under this contract, then this contract shall automatically expire without penalty to the Town, ten (10) days after written notice to **CONTRACTOR** advising of the unavailability and non-appropriation of public funds.

SUCCESSORS AND ASSIGNS

CONTRACTOR shall not assign its interest in this contract without the written consent of **TOWN**. **CONTRACTOR** has no authority to enter into contracts on behalf of **TOWN**.

13. COMPLIANCE WITH LAWS

CONTRACTOR represents that it is in compliance with all Federal, State, and local laws, regulations or orders, as amended or supplemented. The implementation of this contract will be carried out in strict compliance with all Federal, State, or local laws regarding discrimination in employment.

NOTICES

All notices which may be required by this contract, or any rule of law shall be effective when received by certified mail sent to the following addresses:

**TOWN OF CARRBORO
FINANCE OFFICER
301 WEST MAIN STREET
CARRBORO, NORTH CAROLINA, 27510**

AUDIT RIGHTS

For all services being provided under this contract, **TOWN** shall have the right to inspect, examine, and make copies of any and all books, accounts, invoices, records and other writings relating to the performance of said services. Audits shall take place at times and locations mutually agreed upon by both parties, although **CONTRACTOR** must make the materials to be audited available within one (1) week of the request for them.

TOWN NOT RESPONSIBLE FOR EXPENSES

TOWN shall not be liable to **CONTRACTOR** for any expenses paid or incurred by **CONTRACTOR** prior to the commencement date of contract, unless otherwise agreed in writing.

ENTIRE AGREEMENT

This Agreement and the attached document labeled "Attachment 1" shall constitute the entire understanding between **TOWN** and **CONTRACTOR** and shall supersede all prior understandings and agreements relating to the subject matter hereof and may be amended only by written mutual agreement of the parties.

HEADINGS.

The subject headings of the paragraphs are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.

E-VERIFY

The **CONTRACTOR** shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. **CONTRACTOR** shall require subcontractors to comply with the requirements of Article 2, Chapter 64 of the North Carolina General Statutes.

IRAN DIVESTMENT ACT CERTIFICATION

CONTRACTOR hereby certifies that **CONTRACTOR**, and all subcontractors, are not on the Iran Final Divestment List ("List") created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.58. Contractor shall not utilize any subcontractor that is identified on the List.

DIVESTMENT FROM COMPANIES THAT BOYCOTT ISRAEL

CONTRACTOR hereby certifies that **CONTRACTOR**, has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. 147-86.81. It is the responsibility of each **CONTRACTOR** to monitor compliance with this restriction. Contracts valued at less than \$1,000.00 are exempt from this restriction.

FEDERAL FUNDS PROVISIONS

The _____ project will be paid for, in part, by Federal funds. Therefore, pursuant to 2 C.F.R. 200.326 and 200 C.F.R. Part 200 Appendix 2, the following Federal provisions apply, or may apply:

Equal Employment Opportunity (41 C.F.R. Part 60); Davis-Bacon Act (40 U.S.C. 3141-3148); Copeland "Anti-Kickback" Act (40 U.S.C. 3145); Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708); Clean Air Act (42 U.S.C. 7401-7671q); Federal Water Pollution Control Act (33 U.S.C. 1251-1387); Debarment and Suspension (Executive Orders 12549 and 12689); Byrd Anti-Lobbying Amendment (31 U.S.C. 1352); Procurement of Recovered materials (2 C.F.R. 200.322); and Record retention Requirements (2 C.F.R. 200.324).

The **CONTRACTOR** hereby agrees that each clause of this **CONTRACT** has been read and fully understands the meaning of the same and will comply with all its terms.



Race and Equity Pocket Questions

Title: Resolution to Authorize a Contract for Federal Emergency Management Agency Public Assistance Program Grant Management Services.

Purpose: *To request that the Town Council authorize the Town Manager to negotiate and execute a contract for Federal Emergency Management Agency Public Assistance Program grant management services.*

Department: Fire-Rescue Department

1. **What are the root causes of inequity in Carrboro and/or overall as it pertains to this subject area?**

For this agenda item, the proposed contract for Federal Emergency Management Agency (FEMA) Public Assistance grant management services is an administrative action to help the Town recover eligible disaster response and recovery costs. While it does not directly address underlying inequities, it supports the Town's financial capacity to maintain essential services for the community.

From a historical perspective, many communities, including Carrboro, have faced structural challenges in accessing disaster recovery funding due to the complex administrative requirements, documentation standards, and matching fund expectations embedded in federal grant programs. Smaller local governments have often encountered systemic barriers to navigating these processes, which can delay or limit access to available resources. Strengthening the Town's ability to effectively manage FEMA Public Assistance funding helps reduce these barriers and supports access to disaster recovery resources for the Town.

2. **Who is experiencing community burden now? Who will experience community burden if this action is passed? Will others experience community burden if this action is NOT passed?**

This action does not directly create a community burden. The contract authorizes professional services to assist the Town in managing FEMA Public Assistance grant requirements and securing reimbursement for eligible disaster response and recovery costs.



If the action is not approved, the Town may face challenges navigating complex federal grant requirements and timelines, which could reduce the Town’s ability to recover eligible costs associated with disaster response and recovery. When disaster-related expenses cannot be fully reimbursed, those costs must be absorbed by the Town’s operating budget, which can place additional financial pressure on local resources. Over time, this may require difficult budget decisions, including the potential reduction or delay of community services or projects in order to offset disaster-related expenditures.

3. **Who is experiencing community benefit now? Who will experience community benefit if this action is passed? Will others experience community benefit if this action is NOT passed?**

Approval of this action benefits the community broadly by helping ensure the Town can successfully recover eligible disaster response and recovery costs from FEMA. Effective grant management supports the Town’s financial resilience and helps preserve municipal resources that support essential services for all residents.

4. **What might be the unintended consequences of this action or strategy?**

Potential unintended consequences are limited. However, reliance on external grant management services requires careful oversight to ensure compliance with federal requirements and alignment with Town policies and priorities.

5. **What steps has your department taken to mitigate any burdens, inequities, and unintended consequences? What strategies might your department take to address these in the future? NOTE: This does not reflect a formal commitment by the Town of Carrboro.**

The Fire-Rescue Department and partner agencies will continue coordinating with Town departments and regional emergency management partners to ensure disaster response and recovery efforts consider the needs of the entire community. Staff will maintain oversight of the grant management process to ensure transparency, compliance with federal requirements, and alignment with Town policies.



Climate Action Pocket Questions

Title: Resolution to Authorize a Contract for Federal Emergency Management Agency Public Assistance Program Grant Management Services.

Purpose: *To request that the Town Council authorize the Town Manager to negotiate and execute a contract for Federal Emergency Management Agency Public Assistance Program grant management services.*

Department: Fire-Rescue Department

1. How will this action impact municipal or community greenhouse gas emissions?

This action does not directly impact municipal or community greenhouse gas emissions.

2. Please explain.

This agenda item authorizes a contract for professional grant management services to support the Town's administration of FEMA Public Assistance reimbursement related to response and recovery activities following Tropical Storm Chantal. The contract itself does not involve construction activities, operational changes, or infrastructure projects that would affect greenhouse gas emissions.

3. How will this action impact the Town's environment?

This action is not expected to have a direct impact on the Town's natural environment. The contract is administrative in nature and relates to documentation, grant compliance, and reimbursement processes associated with disaster response and recovery activities.

4. Please explain.

The services provided under the contract will assist the Town in preparing and managing FEMA Public Assistance documentation, project worksheets, and reimbursement requests. These activities are administrative and do not involve physical modifications to the environment or municipal infrastructure.



5. How is your department planning to mitigate any climate or environmental impacts? *NOTE: This does not reflect a formal commitment by the Town of Carrboro.*

Although the contract itself does not create environmental impacts, FEMA Public Assistance funding can support the repair or replacement of damaged infrastructure in a manner consistent with current standards and hazard mitigation principles. The Town will continue to evaluate opportunities to incorporate resiliency and mitigation considerations when implementing eligible recovery projects.



Agenda Item Abstract

File Number: 26-023

Agenda Date: 3/17/2026
In Control: Town Council
Version: 1

File Type: Public Hearing

Legislative Public Hearing on a Land Use Ordinance Text Amendment Relating to the Office-Residential Mixed Use (OR-MU) Zoning District

PURPOSE: To request that the Town Council consider an amendment to the Land Use Ordinance to add density and dimensional standards for residential uses in the OR-MU district. A draft ordinance has been prepared; the Town Council must receive public comment before taking action on a legislative matter.

DEPARTMENT: Planning

COUNCIL DIRECTION:

Race/Equity Climate Comprehensive Plan Other

The *Carrboro Connects* Comprehensive Plan includes recommendations for staff to simplify and clarify the Land Use Ordinance. While the New Unified Development Ordinance (New UDO) project is underway, opportunities remain to add clarity to the existing development regulations and support opportunities for residents to reasonably develop and add residential density to properties zoned OR-MU - which are exclusively within Downtown Carrboro. Climate Action and Racial Equity pocket questions have been provided as attachments F & G.

INFORMATION:

The OR-MU district was originally established for a development proposal involving the construction of a multi-family residential apartment project by the STGL ownership group at the eastern edge of Downtown Carrboro. Seeking opportunities to include commercial uses in the project and/or future projects in the area, the Town established the OR-MU district and subsequently applied the new zoning classification to an area along the west side of Merritt Mill Road. While the STGL project did not move forward, the zoning designation has remained in place. The zoning map amendment and language establishing the OR-MU District was approved on June 20, 2006. Information can be found at the following links:

- Agenda Item Abstract: [BOARD OF ALDERMEN <http://www01.townofcarrboro.org/BoA/Agendas/2006/06_20_2006_D4.pdf>](http://www01.townofcarrboro.org/BoA/Agendas/2006/06_20_2006_D4.pdf)
- Attachments (Previous Meeting Minutes): 06_20_2006_D4A.pdf
<http://www01.townofcarrboro.org/BoA/Agendas/2006/06_20_2006_D4A.pdf>

As much of the focus of the new district was on commercial and mixed-use development opportunities, the adopted OR-MU language did not speak to allowances for residential-only uses such as new construction or additions to existing homes, nor did it include appropriate density and dimensional standards for such projects. This inadvertent gap in the existing language was brought to light when staff received an inquiry from a property owner in the OR-MU district seeking to build an accessory dwelling unit. Following the provisions in

Section 15-321(a) of the Land Use Ordinance, planning staff have prepared a draft text amendment to add appropriate standards for residential-only uses in the OR-MU district, in keeping with the original intension of the district.

The Town Council must receive public comment before adopting an amendment to the Land Use Ordinance. The draft ordinance was referred to Orange County and presented to the Planning Board on February 19th. Comments are provided (*Attachment E*).

FISCAL IMPACT: Advertisement costs and staff time are associated with the consideration of text amendments for public hearings and advisory board review.

RECOMMENDATION: Staff recommends that the Town Council receive public input and consider adopting the resolution for consistency (*Attachment A*) and the draft ordinance (*Attachment B*).

A RESOLUTION ADOPTING A STATEMENT EXPLAINING THE TOWN COUNCIL’S REASONS FOR ADOPTING AN AMENDMENTS TO THE TEXT OF THE CARRBORO LAND USE ORDINANCE (N.C. Gen. Stat. 160A-383)

WHEREAS, amendments to the text of the Carrboro Land Use Ordinance have been proposed, which amendment are described or identified as follows: “A Land Use Ordinance Relating to the Office-Residential Mixed Use (ORMU) Zoning District.”

NOW, THEREFORE, the Town Council of the Town of Carrboro Resolves:

Section 1. The Council has reviewed the draft ordinance to the text of the Land Use Ordinance and concludes that the proposed amendment is:

_____ *Consistent* with the Town of Carrboro 2022-2042 Comprehensive Plan, Land Use Chapter, and in particular Goals 2, 3 and 5 and more specifically strategies 2.3, 2.5 and 5.2 as described below:

Strategy 2.3: Expand the allowances of Accessory Dwelling Units (ADUs) and tiny homes.

Strategy 2.5: Fully evaluate and reduce the housing density restrictions to slow the increase of housing prices and diversity of housing stock.

Strategy 5.2: Improve the development approval process to be more predictable and efficient.

_____ *Inconsistent* with current adopted plans. The proposed action is *inconsistent* with the comprehensive plan for the following reason(s):

_____ *Inconsistent* with the current adopted plans; however, because of the following changed circumstance(s), the Council’s approval shall also be deemed as an amendment(s) to the existing adopted plan, as described below.

Changed circumstance(s):

Amendment to current adopted plan:

Section 2. The Town Council’s action is reasonable and in the public interest for the following reason(s):

The Town seeks to remain consistent with its adopted plans or policies, which includes the Town initiating amendments to the Land Use Ordinance when revisions may be needed for clarification.

Section 3. Therefore, the Carrboro Town Council has: approved / denied the proposed amendment to the text of the Carrboro Land Use Ordinance.

Section 4. This resolution becomes effective upon adoption.

Adopted by the Carrboro Town Council this 17th day of March 2026.

A LAND USE ORDINANCE TEXT AMENDMENT RELATING TO THE OFFICE-RESIDENTIAL MIXED USE (OR-MU) ZONING DISTRICT.

****DRAFT 01-23-26****

THE TOWN COUNCIL OF THE TOWN OF CARRBORO ORDAINS:

Section 1. Section 15-140.1 (Office-Residential Mixed Use District) of the Carrboro Land Use Ordinance is amended by adding a new subsection (d) to read as follows:

(d) Any lot within the OR-MU district that exists on the effective date of this section that is used only for residential purposes, modifications to, expansions of, or new construction shall adhere to the density and dimensional standards as if the property was zoned R-3

Section 2. All provisions of any town ordinance in conflict with this ordinance are repealed.

Section 3. This ordinance shall become effective upon adoption.

ARTICLE IX

ZONING DISTRICTS AND ZONING MAP

PART I. ZONING DISTRICTS

Section 15-140.1 Office-Residential Mixed Use District. (AMENDED 6/20/06)

(a) There is hereby created an Office-Residential Mixed Use (OR-MU) zoning district. The purpose of this district is to provide for mixed use developments, i.e. developments that contain both residential and non-residential elements, within areas that are near the downtown commercial districts.

(b) Any lot within the OR-MU district that exists on the effective date of this section or that is hereafter created may be developed and used for those purposes within the 3.000 classification that are permissible within the B-2 zoning district, subject to the same permitting requirements and other applicable regulations of this chapter, just as if the property were zoned B-2.

(c) Any lot or tract within the OR-MU district may be developed as a mixed use project in accordance with the provisions of this subsection.

- (1) Development of property under this subsection requires the issuance of a special use permit-A by the Town Council in accordance with the applicable provisions of this chapter.
- (2) A mixed use project approved under this subsection must have both a residential and a nonresidential component.
- (3) At least one-half but not more than two-thirds of the gross floor area of the mixed use development shall consist of residential uses listed in use classifications 1.100, 1.200, 1.300, or 1.400, 1.510 (hotels and motels) and 1.520 (tourist homes and other temporary residences), provided that use classifications 1.510 and 1.520 shall not comprise more than one-third of the residential component. However, the residential component of the mixed use development may be increased to ninety percent of the floor area of the mixed use development if the developer donates to a non-profit agency engaged in providing affordable housing at least ten percent of the total acreage within the development and enters into an enforceable agreement with such agency to construct on such land and convey to the agency, at not more than the developer's cost, the number of housing units for which the agency obtains a permit. For purposes of this subsection, the phrase "within the development" means within the area covered by the special use permit-A issued for the mixed use development as well as any adjacent property that is or was owned by the developer of the mixed use

project and that is conveyed to a non-profit agency and developed for affordable housing as described herein, even if such other area is not located with the Town of Carrboro.

- (4) The permissible residential density within the mixed use development shall be calculated as if the development were zoned R-3, except that the density shall be calculated as if the property were zoned R-2 if the developer conveys at least ten percent of the land within the development to a non-profit agency and constructs on that land affordable housing as described in subsection (c)(3) above. For purposes of this subsection, if land that is not located within the Town of Carrboro is regarded as “within the development” as that phrase is defined in subsection (c)(3) above, then such area shall be considered part of the development for purposes of calculating the permissible residential density under this subsection.
- (5) Subject to the other provisions of this subsection, the dimensional and other requirements of this chapter applicable to the R-3 district shall apply to a mixed use development permitted under this section. However, the maximum height of buildings within the mixed use development, shall be four stories, except that a fifth story shall be permitted if the developer conveys at least ten percent of the land within the development to a non-profit agency and constructs on that land of affordable housing as described in subsection (c)(3) above. Notwithstanding other provisions of this chapter, any parking levels that are constructed underneath a building within a mixed use development and that are at least in substantial part constructed below the ground service levels shall not be regarded as “stories” for purposes of the height limitations established herein.
- (6) Permissible uses within the commercial component of the mixed use shall be those listed in the following use classifications within the Table of Permissible Uses: (i) use classification 3.100; (ii) use classifications 2.110, 2.112, 2.120, 2.130, 2.150, 2.210, 2.220, provided that such uses do not comprise more than fifty percent of the total commercial space within the mixed use development; and (iii) restaurant uses 8.100, 8.200, and 8.500, so long as any one restaurant business does not occupy more than 1,500 square feet of gross floor area and so long as such restaurant uses do not operate during the hours of 2:00 a.m. to 6:00 a.m.
- (7) A mixed use development may be constructed in phases as provided in Section 15-61. However, the phasing plan shall ensure that, as buildings are constructed and occupied, the relative mix of residential and commercial floor space remains substantially consistent with the percentages approved in the plans.
- (8) If portions of the mixed use development are subdivided, the final plat shall contain notations indicating any limitations on uses or the sequencing of

development created as a result of approval of the development as a mixed use under this section.

(d) Any lot within the OR-MU district that exists on the effective date of this section that is used only for residential purposes, modifications to, expansions of, or new construction shall adhere to the density and dimensional standards as if the property was zoned R-3.



To: Patrice Toney, Town Manager
Mayor and Town Council

From: Planning & Transportation Division

Date: February 27, 2026

Subject: Proposed Land Use Ordinance Text Amendment Relating to the Office-Residential Mixed Use (OR-MU) Zoning District

Overview

Section 15-140.1 of the Land Use Ordinance (LUO) describes the purpose and standards relating to the Office-Residential Mixed Use (OR-MU). The ordinance includes detailed criteria for non-residential uses and mixed-use developments but does not include similar provisions for residential-only uses. The purpose of this staff-initiated text amendment is to add language to address density and dimensional standards for residential-only uses in OR-MU district in a way that is consistent with the rest of the section.

Background

In 2006, the Board of Alderman discussed rezoning options in the Brewer Lane area over a series of meetings from March to June, directing the staff to establish a minimum amount of nonresidential development. The Board of Alderman was also considering a proposed multi-family residential project brought forward by STGL, LLC ownership group. STGL was primarily interested in residential density, and the Town was also interested in including commercial uses consistent with goals of Carrboro Vision2020. After a series of discussions with property owners, neighbors in Tin-Top, and other community members, the OR-MU conventional zoning district was adopted via text and map amendment on June 20, 2006. Key information can be found at the following links:

- June 20, 2006, Agenda Item Abstract:
http://www01.townofcarrboro.org/BoA/Agendas/2006/06_20_2006_D4.pdf
- Attachments (Previous Meeting Minutes):
http://www01.townofcarrboro.org/BoA/Agendas/2006/06_20_2006_D4A.pdf

The STGL project was never built (for various private-sector related reasons, not Town actions), and the zoning designation for the 13 lots rezoned from R-2 to OR-MU (and 7 lots rezoned R-2 to R-7.5) has remained in place.

Establishment of the OR-MU district was a conventional rezoning; conventional rezonings do not have binding site plans tied to the district. Property owners can apply for permits and develop projects on the site as long as they meet the requirements set forth in the LUO like in other base zoning districts. Whereas with conditional rezoning, projects seek and are approved for a change in zoning district with conditions attached to a specific site plan (often setting performance standards for density, stormwater, etc.).

Summary of Proposed Amendment

The existing text for the OR-MU district establishes a base residential density of R-3 (3,000 square feet per dwelling unit) for mixed-use projects but does not speak to allowances or dimensional standards (i.e. setbacks) for residential-only uses such as additions to existing homes or new construction. The proposed text amendment would apply the same R-3 dimensional standards for residential-only uses that currently apply to the residential component of mixed-use developments.

The proposed text amendment would add a new subsection (d) to Section 15-140.1 (Office-Residential Mixed Use District) to read as follows:

- (d) Any lot within the OR-MU district that exists on the effective date of this section that is used only for residential purposes, modifications to, expansions of, or new construction shall adhere to the density and dimensional standards as if the property was zoned R-3.

Consistency with Adopted Plans/Policies

Carrboro Connects Comprehensive Plan

Chapter	Staff Comments	Consistent with strategies:
Affordable Housing	The draft ordinance clarifies provisions of the LUO, which could allow existing residential properties to expand and offer additional supply with ADUs or duplexes.	LU 2.3 & LU 2.5
Climate Action & Environment	N/A	N/A
Transportation & Mobility	N/A	N/A
Green Stormwater Infrastructure, Water, & Energy	N/A	N/A
Economic Sustainability	N/A	N/A
Recreation, Parks, & Cultural Resources	N/A	N/A
Land Use	These timely and appropriate changes clarify and provisions and increase efficiency and predictability of the permit approval process.	LU 5.2

Other Plans & Policies

The original consideration of the OR-MU district was driven by the Carrboro Vision2020 Plan and the 2006 Downtown Visioning Plan. The proposed amendment is also consistent with provisions in the 2025 Downtown Area Plan that seek to preserve existing residential uses in the downtown.

Down Zoning

The proposed amendment, if adopted, would not change the allowable residential density, number or types of uses within the zoning district, and therefore would not constitute an example of downzoning (prohibited without consent by North Carolina General Statutes Chapter 160D-601(d)).

Action Requested

Staff recommends that the Town Council receive public comment and consider the draft amendment (*Attachment B*) to the Land Use Ordinance to clarify density and dimensional standards for residential-only uses in the Office-Residential Mixed Use (OR-MU) district, including modifications, expansions, and new construction.



TOWN OF CARRBORO

Planning Board

301 West Main Street, Carrboro, North Carolina 27510

R E C O M M E N D A T I O N

THURSDAY, FEBRUARY 19, 2026

Land Use Ordinance Text Amendment Relating to the Office-Residential Mixed Use (OR-MU) Zoning District

Motion was made by Buckner and seconded by Foushee that the Planning Board recommends that the Town Council approve the draft ordinance.

VOTE:

AYES: (9) Barber, Buckner, Foushee, Kirkpatrick, Peretin, Poulton, Reilly, Scott, Sinclair

NOES: (0)

ABSTENTIONS: (0)

ABSENT/EXCUSED: (2) Carney, Gaylord-Miles

Associated Findings

By a unanimous show of hands, the Planning Board membership indicated that no members have any financial interests, nor any close familial, business or other associational relationship to the landowner of the property subject to a rezoning petition that would pose a conflict of interest.

Motion was made by Sinclair and seconded by Foushee that the Planning Board of the Town of Carrboro finds the proposed text amendment is consistent with the Town of Carrboro 2022-2042 Comprehensive Plan, Climate Action & Environment, Transportation & Mobility, Green Stormwater Infrastructure, Water, & Energy, and Land Use strategies noted below:

- Land Use Goal 5.2: Improve the development approval process to be more predictable and efficient while continuing to offer vibrant community participation.

Furthermore, the Planning Board of the Town of Carrboro finds the proposed text amendment, is reasonable and in the public interest because of the specific criteria required: public hearings for Land Use Ordinance changes that ensure alignment to state enabling legislation, and that clarify existing provisions.

VOTE:

AYES: (8) Barber, Buckner, Foushee, Kirkpatrick, Peretin, Poulton, Reilly, Scott, Sinclair

NOES: (0)

ABSTENTIONS: (0)

ABSENT/EXCUSED: (2) Carney, Gaylord-Miles

(Chair)

19 Feb 2026

(Date)

PLANNING *and* INSPECTIONS

Cy Stober, AICP, Director | cstober@orangecountync.gov | 131 W. Margaret Lane, Hillsborough, NC 27278 | 919.245.2575

TRANSMITTAL DELIVERED VIA EMAIL

February 16, 2026

Duncan Dodson
Planner
Town of Carrboro
301 W. Main St.
Carrboro, NC 27510

SUBJECT: Joint Planning Review of Proposed Ordinance Amendments

Dear Duncan:

Thank you for the opportunity to review the following Land Use Ordinance amendments received by us on February 13, 2026 and proposed for town public hearing on March 17, 2026:

- *A Land Use Ordinance Text Amendment Relating to the Office-Residential Mixed Use (OR-MU) Zoning District.*

We have reviewed the amendments and find no inconsistency with the adopted *Joint Planning Area Land Use Plan*.

If you have any questions or need additional information, please let me know.

Sincerely,

A handwritten signature in cursive script that reads "Perdita Holtz".

Perdita Holtz, AICP
Deputy Director, Long-Range Planning and Administration



Climate Action Pocket Questions

Title: Legislative Public Hearing on a Land Use Ordinance Text Amendment Relating to the Office-Residential Mixed Use (OR-MU) Zoning District.

Purpose: The purpose of this item is to request that the Town Council consider an amendment to the Land Use Ordinance to add density and dimensional standards for residential uses in the OR-MU district. A draft ordinance has been prepared; the Town Council must receive public comment before taking action on a legislative matter.

Department: Planning

1. How will this action impact municipal or community greenhouse gas emissions?

Not applicable. This action neither reduces nor increases greenhouse gas emissions.

2. Please explain.

There are currently residential and non-residential uses in the district, but the ordinance is silent as to how residential properties can be changed. The proposed text amendment, if approved, would add standards for residential-only uses in the OR-MU district—for density, setbacks, etc. It would not speak to inclusion of solar, orientation, etc. Those matters are addressed elsewhere in the LUO.

3. How will this action impact the Town’s environment?

Not applicable. This action does not impact the environment.

4. Please explain.

Please see respond above. The text amendment does not change existing standards for stormwater, erosion control, etc.

5. How is your department planning to mitigate any climate or environmental impacts? *NOTE: This does not reflect a formal commitment by the Town of Carrboro.*

The draft ordinance is intended to add language for clarity, it is largely administrative in nature.



Race and Equity Pocket Questions

Title: Legislative Public Hearing on a Land Use Ordinance Text Amendment Relating to the Office-Residential Mixed Use (OR-MU) Zoning District.

Purpose: The purpose of this item is to request that the Town Council consider an amendment to the Land Use Ordinance to add density and dimensional standards for residential uses in the OR-MU district. A draft ordinance has been prepared; the Town Council must receive public comment before taking action on a legislative matter.

Department: Planning

1. **What are the root causes of inequity in Carrboro and/or overall as it pertains to this subject area?**

It can be difficult for residents to attend meetings and stay current on changes to land use regulations and rezonings. There may be residents owning/living in the OR-MU district who are not aware of the creation of the mixed use district in 2006 and the purpose of that district.

2. **Who is experiencing community burden now? Who will experience community burden if this action is passed? Will others experience community burden if this action is NOT passed?**

There are three existing homes in the OR-MU district but without standards as to how these properties can be changed, how the existing homes could be enlarged or replaced, or whether accessory buildings can be added, the properties are essentially non-conforming. The approval of the text amendment would allow for those properties to evolve over time. In this case, there is a property owner seeking to build an ADU. Their application is on pause until parameters can be established.

3. **Who is experiencing community benefit now? Who will experience community benefit if this action is passed? Will others experience community benefit if this action is NOT passed?**

An applicant can come forward with a development proposal for a large mix-use project. Depending on the particulars, this could provide community benefit in the form of housing, office and other commercial uses.

The text amendment creates an opportunity for additional residential-only development such as the construction of new homes (more units), additions to existing homes (larger footprint/more stories), and additional density via ADUs.



4. **What might be the unintended consequences of this action or strategy?**

Any new development can have unintended consequences. Adjacent residents may experience stormwater runoff issues and noise from occupants. Taller buildings may shadow neighboring homes creating dark lots and/or limiting the use of passive/active solar.

5. **What steps has your department taken to mitigate any burdens, inequities, and unintended consequences? What strategies might your department take to address these in the future?** *NOTE: This does not reflect a formal commitment by the Town of Carrboro.*

The proposed text amendment has been initiated by the Town to address an inadvertent gap in the Land Use Ordinance (LUO) that was identified when staff received an inquiry from a property owner in the OR-MU zoning district. PZI staff brings forward text amendments for Council consideration from time to time to address changes in state/federal statutes, best practices and other local matters. Staff will continue to monitor the unintended consequences of this amendment and future amendments that allow for increased density--number and size/height of buildings--moving forward as part of the preparation of the new unified development ordinance or, if needed sooner, as amendments to the existing LUO prior to the completion of the new code.



Consideration of LUO Text Amendment Related to Office-Residential Mixed Use (OR-MU) ZONING DISTRICT

Town Council Public Hearing – March 17, 2026



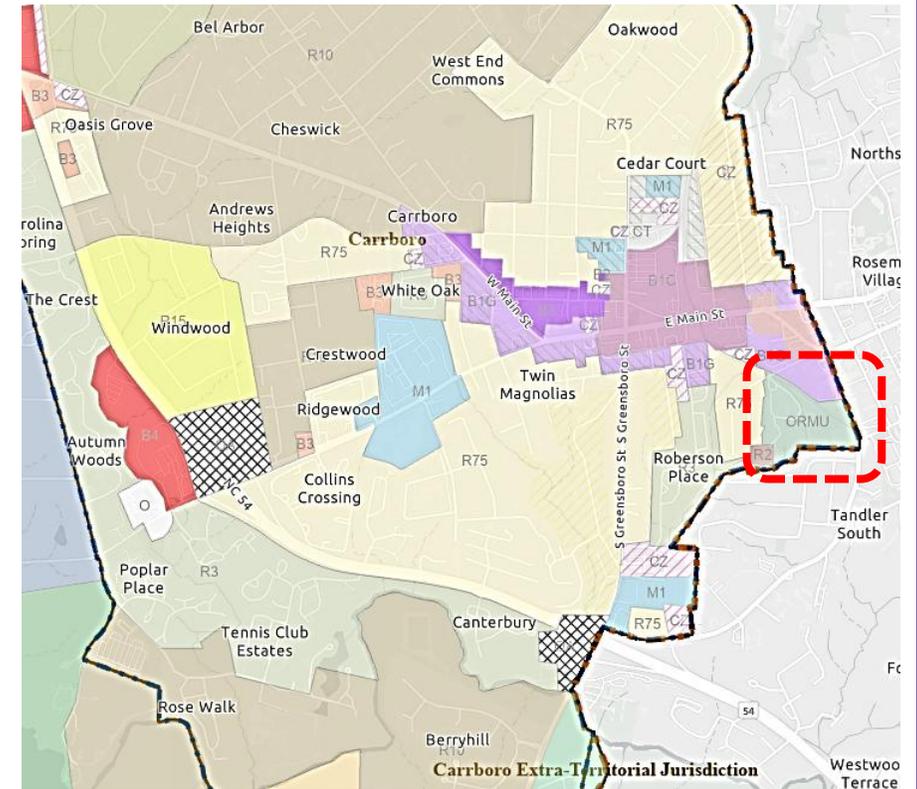
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Legislative Public Hearing Process

- Open Public Hearing
- Staff Presentation
- Public Comment
 - Anyone can address the Council
 - No "swearing in" needed
- Council Questions/Deliberation
- Close Public Hearing
- Council Action
 - Motion to Adopt/Deny Consistency Statement (*Attachment A*)
 - Motion should speak to each of the three sections of the consistency statement:
 - Section 1. Statement of whether the action is consistent with the Comprehensive Plan
 - Section 2. Statement of whether the action is reasonable and in the public benefit
 - Section 3. Action – Approve/Deny
 - Consideration of the draft ordinance (*Attachment B*)

Overview

- June 2005 – Board of Aldermen discussed rezoning options for R-2 district in/around Brewer Lane
- Six-month moratorium (August 2005 – February 2006) to explore alternatives
- Focus on R-2 rezoning proposal based on Residential High Density Commercial (RHDC) overlay, modified to require mixed-use.
 - Minimum amount of office/service nonresidential development
 - Retail and restaurants/bars/nightclubs also available as nonresidential uses
- Public Hearings to consider a text amendment to establish district and to rezone property to the new district classification held on: March 28, 2006, April 25, 2006, June 20, 2006, with adoption on June 20th.



Section: 15-140.1 Office-Mixed Use District

- (a) Purpose statement. Creation of Office-Residential Mixed Use (OR-MU) District, for areas near downtown.
- (b) Applicability, uses & permitting requirements. Existing/new lots in OR-MU district may be developed and used for office use classification (3.000) and uses permissible in B-2 Zoning District, subject to permitting requirements & applicable regulations for B-2 district.
(The B-2 district, or Fringe Commercial district includes areas along West Weaver/W Main)
- (c) Standards.
 - (1) Issuance of SUP-A by Town Council
 - (2) Mixed use project with residential & nonresidential component
 - (3) Percentage of gross floor area for residential uses and types of housing
 - (4) Residential density – aligned with R-3 (3,000/du) unless 10-percent affordable then R-2 (2,000/du)
 - (5) All other standards per R-3, possible additional height for 10-percent affordable
 - (6) Commercial component uses and criteria for office, some retail and some restaurants
 - (7) Mixed-use development phasing criteria
 - (8) Provisions relating to subdivision and development sequencing

Draft Ordinance

New - Subsection 15-140.1(d)

(d) Any lot within the OR-MU district that exists on the effective date of this section that is used only for residential purposes, modifications to, expansions of, or new construction shall adhere to the density and dimensional standards as if the property was zoned R-3

Note: Since the OR-MU district is based on R-3 for density purposes, the proposed amendment would not be an example of downzoning.



Consistency

Adopted Plans/Policy - 2022-2042 Comprehensive Plan, *Carrboro Connects*

Chapter 9 - Land Use: Goals 2 and 5

Specific Strategies:

- Strategy 2.3: Expand the allowances of Accessory Dwelling Units (ADUs) and tiny homes.
- Strategy 2.5: Fully evaluate and reduce the housing density restrictions to slow the increase of housing prices and diversity of housing stock.
- Strategy 5.2: Improve the development approval process to be more predictable and efficient.

Reasonable and in the Public Interest

- The Town seeks to remain consistent with its adopted plans or policies, which includes the Town initiating amendments to the Land Use Ordinance when needed to clarify existing regulations/standards.

Public Comment

Discussion & Decision



Agenda Item Abstract

File Number: 26-029

Agenda Date: 3/17/2026
In Control: Town Council
Version: 1

File Type: Information Item

Race and Equity and Climate Action Updates

PURPOSE: This agenda item provides an update on the Town’s progress toward its Race and Equity and Climate Action goals.

DEPARTMENT: Town Manager’s Office

COUNCIL DIRECTION:

Race/Equity Climate Comprehensive Plan Other

The Carrboro Connects Comprehensive Plan ([Carrboro Connects Comprehensive Plan | Carrboro, NC - Official Website <https://www.carrboronc.gov/2389/Carrboro-Connects-Comprehensive-Plan>](https://www.carrboronc.gov/2389/Carrboro-Connects-Comprehensive-Plan)) was developed with the foundational themes of race and equity and climate action. Chapter four of the Comprehensive Plan calls for a bold and ambitious climate action goal to reduce municipal and community greenhouse gas emissions by 80% by 2030 from a 2010 baseline. Chapter six calls for nature-based solutions, such as improving tree canopies to reduce urban heat islands and expanding green infrastructure as part of stormwater, watershed restoration and climate resilience efforts.

The consideration of Race and Equity is woven through every chapter of the Comprehensive Plan, including commitments to provide services and affordable housing for both homeowners, renters and the unsheltered, addressing the disparate impacts of past transportation decisions, investing in climate action and green infrastructure with a focus on Carrboro’s BIPOC, lower-income and multiple abilities populations, creating a more inclusive economy, celebrating the diversity of Carrboro through cultural events, and expanding equitable community participation in decision-making.

INFORMATION: Carrboro remains a leader in Climate Action and Race and Equity, guided by the **Carrboro Connects Comprehensive Plan**. This report details progress towards the Town’s ambitious goals to reduce community-wide and municipal greenhouse gas emissions by 80% by 2030 from a 2010 baseline and full implementation of the Carrboro Connects Comprehensive Plan, achieving a resilient, equitable, and carbon-neutral community by 2042. Additionally, it details Race and Equity wins across the organization and maps a path for future progress.

FISCAL IMPACT: There are no fiscal impacts associated with this informational item.

RECOMMENDATION: It is recommended that Council receive the staff presentations.



CARRBORO RACE AND EQUITY WINS



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Race and Equity

OUR JOURNEY

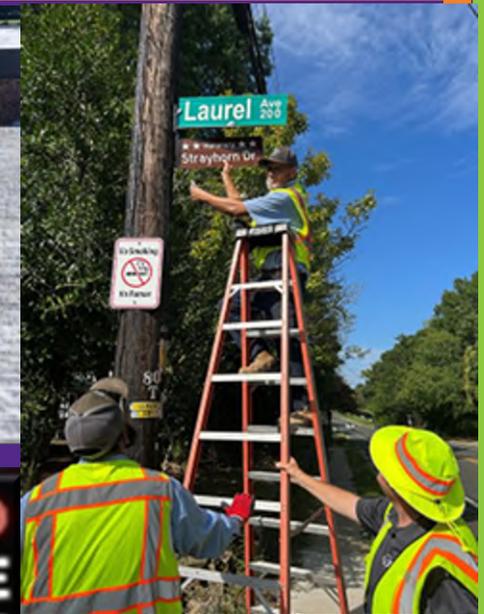
1. Overview
2. Why This Work Matters
3. 2025 Examples of the Work
4. Where We Go From Here
5. Questions



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FACING RACE, EMBRACING EQUITY**



WINS



LIVE
CONTINUING THE CONVERSATION
WITH CARRBORO'S COMMUNITY VOICES

Carrboro receives high score in the 2025 Municipal Equality Index

Connect with the Carrboro Police Department




TOWN OF CARRBORO - NC
CARRBORO CAPES

Resources could be a scan away.

Connect to resource options.



- Current housing options
- Connections to mental health/medical resources
- Financial/job counseling
- Transitional housing programs
- Substance use rehabilitative services
- If the resource you require is not listed, kindly indicate it in the space "Other" provided.

Information is sent to the Diversion Social Worker.

Scan QR code

Tel: 919-918-7468
Email: mhugher@carrboronc.gov



CARRBORO TOWN HALL MEETING
SATURDAY, MARCH 29, 2025 | DRAKEFORD LIBRARY COMPLEX



Questions



Anita Jones-McNair, she/her/hers
Chief Race and Equity Officer 919.918.7381



**TOWN OF CARRBORO • NC
FACING RACE, EMBRACING EQUITY**



SUSTAINABILITY + CLIMATE ACTION

March 17, 2026
Presentation to Town Council



TOWN OF CARRBORO • NC

Climate Action in Carrboro



TOWN OF CARRBORO • NC

2017

Community
Climate Action
Plan

2022

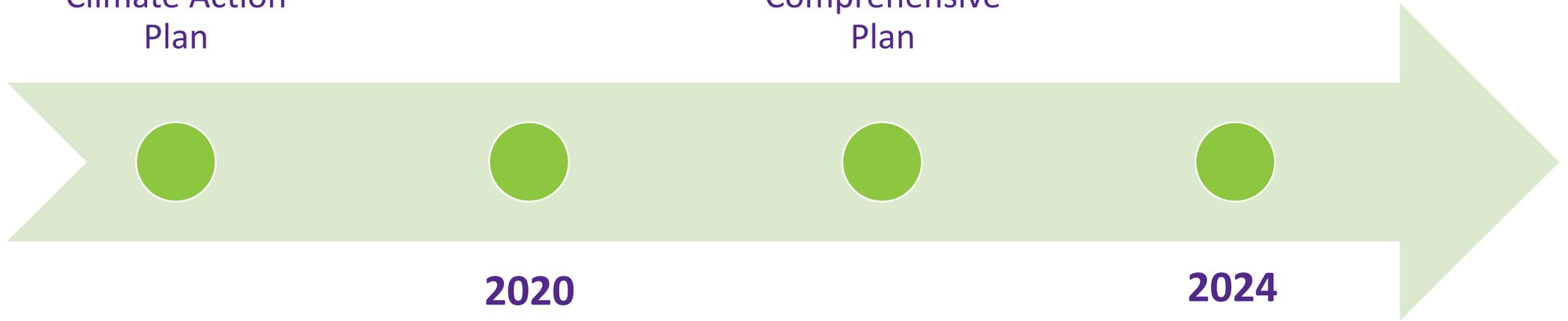
Carrboro Connects
Comprehensive
Plan

2020

Updated
Community
Climate Action
Plan

2024

Climate Action
Team



Climate Action Priorities



Reduce municipal emissions due to Town buildings and operations



Reduce community emissions, prioritizing low-income and BIPOC residents

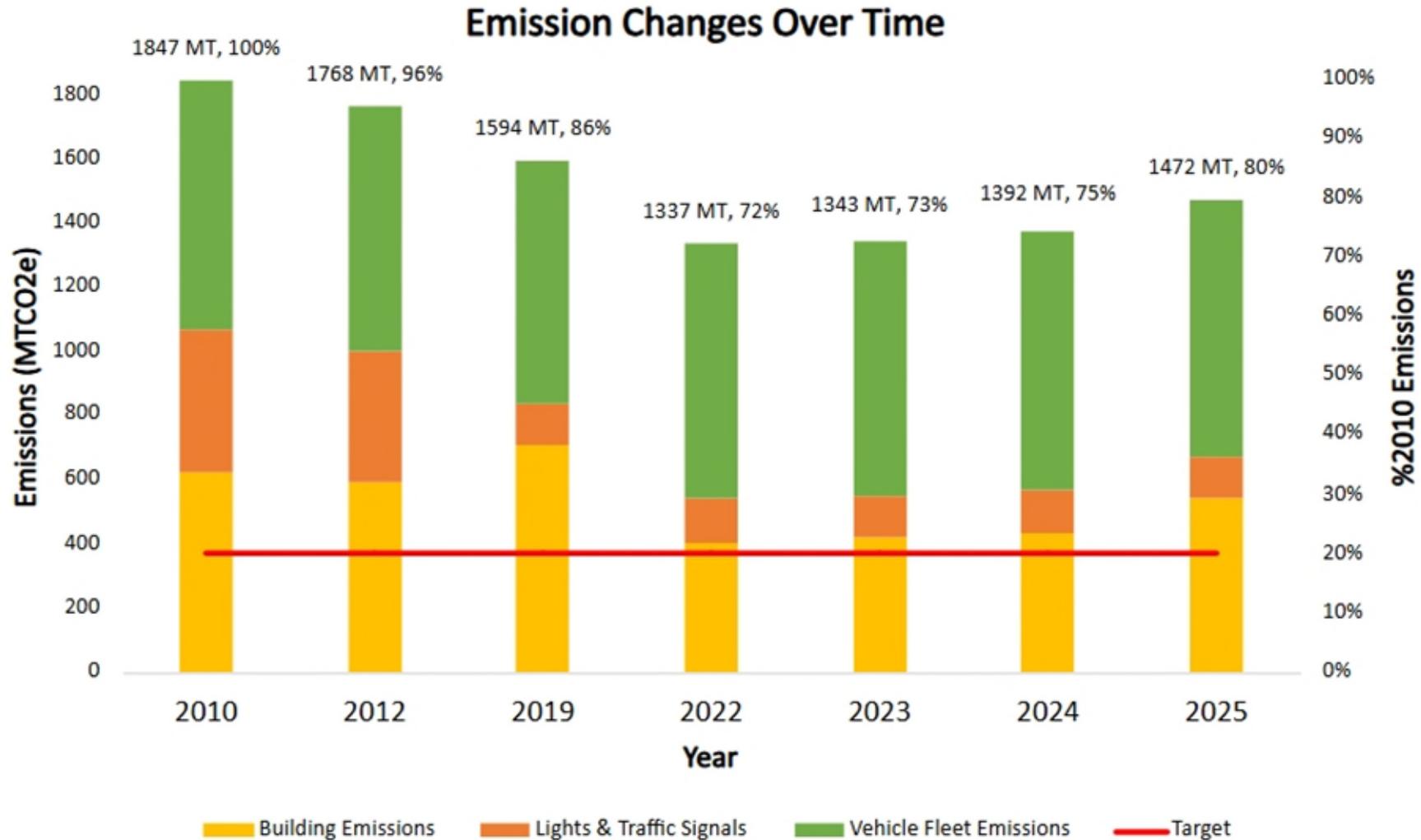


Build community resilience to Carrboro's greatest climate vulnerabilities: extreme heat and flooding

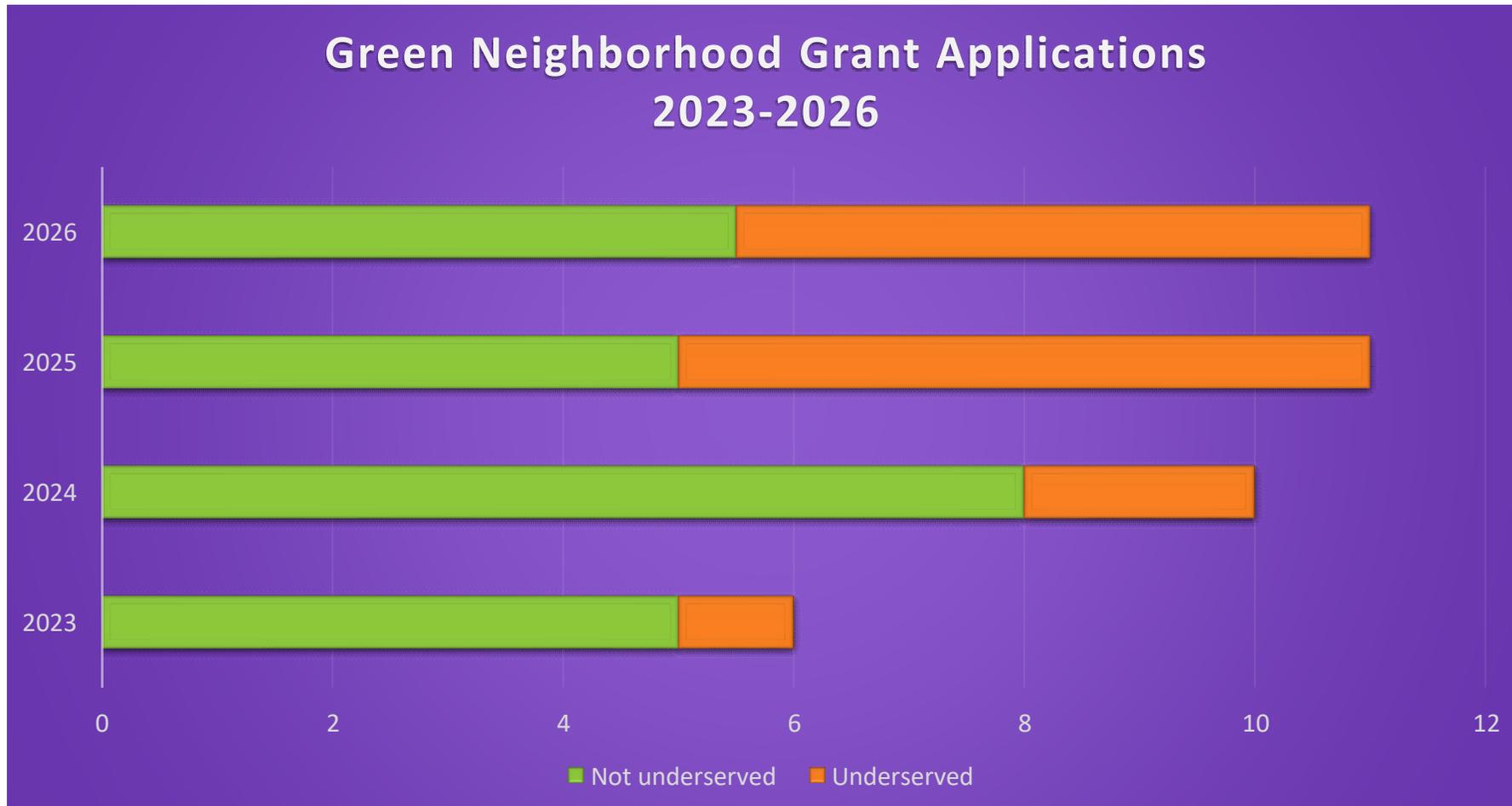
Municipal Emissions



Municipal Emissions



Community Climate Action





Climate Action Wins





Climate Action Wins



Building Resilience



BEAT THE HEAT!

<p>EXTREME HEAT WATCH</p> <p>BE PREPARED!</p> <p>Dangerous Heat Possible in the Next 72 Hours</p> <p>Heat Index (Feels Like Temperature) Greater Than 105° Possible</p>	<p>HEAT ADVISORY</p> <p>USE CAUTION!</p> <p>Dangerous Heat Expected in the Next 48 Hours</p> <p>Heat Index (Feels Like Temperature) of 105-110°</p>	<p>EXTREME HEAT WARNING</p> <p>TAKE ACTION!</p> <p>Extremely Dangerous Heat Expected in the Next 48 Hours</p> <p>Heat Index (Feels Like Temperature) Greater Than 110° Expected</p>
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Visit orangecountync.gov/Heat for Heat Safety Information!

OPENING SOON!

July 10-12, 2025
12-7pm

Multipurpose Room, First Floor
Drakeford Library Complex
203 S. Greensboro St., Carrboro, NC

Orange County, Chapel Hill, Carrboro and response partners will open a Recovery Assistance Center (RAC) to provide essential services and support to residents affected by the storm.

Resources include:

- Housing resources
- Storm insurance assistance
- Permitting assistance
- Mental health/crisis support services
- Public health services
- Cleanup and debris removal guidance
- Assistance from state and nonprofit recovery partners



Recovery Assistance Center





Language interpretation services will be available. No documentation needed. Residents who live in northern Orange County who need transportation can call 919-245-2656 to arrange a ride.

For ongoing updates and storm recovery information, visit www.readyorange.org.

Questions?

Amy Armbruster

aarmbruster@carrboronc.gov

P: 919-918-7345

C: 919-307-5860



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