

<u>6:00-6:15</u>

A. POETRY READING, RESOLUTIONS, PROCLAMATIONS, AND ACKNOWLEDGEMENTS

<u>6:15-6:25</u>

B. TOWN MANAGER'S UPDATE

<u>6:25-6:40</u>

C. PUBLIC COMMENT

<u>6:40-6:45</u>

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. <u>25-064</u> Approval of Minutes from Town Council meeting held on June 3, 2025
- **2.** <u>25-047</u> Request to Issue Street Closing Permit for the *Fiestas en la Calle*.

PURPOSE: To request that the Town Council consider adopting a resolution to issue a Street Closing Permit Application submitted by El Centro Hispano, Inc. for the temporary closing and usage of West Weaver Street from North Greensboro Street to Elm Street from 8:00 a.m. to 9:00 p.m. on Sunday, August 24, 2025, for the *Fiestas en la Calle*.

 Attachments:
 A - Community Event Pre-Application

 B - Street Closing Permit Application and Event Map

 C - Resolution

	NC-54 and Town Properties
	PURPOSE: To request Town Council approve the contract with Landscaper, LLC to provide mowing services along Highway NC-54 and grassy areas at Town Properties.
	Attachments: A - FY26 Summary of Quotes for Mowing Services B - Resolution
<u>25-052</u>	Resolution to Authorize a Contract with GFL Environmental, Inc. for Disposal of Municipal Solid Waste
	PURPOSE: To request Town Council approve the FY26 municipal solid waste (MSW) disposal contract with GFL Environmental, Inc. <u>Attachments:</u> A - FY26 MSW Disposal Summary of Quotes B - Resolution
<u>25-053</u>	Request to Award 2025 Street Resurfacing Contract
	PURPOSE: The purpose of this agenda item is to request that the Town Council award the 2025 Resurfacing Project to Daniels, Inc. of Garner. Attachments: A - Locations of Work B - Summary of Bids C - Roberson Street Sidewalk Plans D - Fidelity Street Restriping and Pedestrian Refuge Island Plans E - E. Poplar Avenue Pedestrian Lane Plans F - Resolution
<u>25-054</u>	 Request to Authorize the Town Manager to Enter into a Global Capital Agreement to Continue to Receive Orange County Transit Funds PURPOSE: To request that the Town Council authorize the Town Manager to enter into a Global Capital Agreement with Orange County, GoTriangle and the TWPO to receive Transit Tax Revenue funds for approved capital projects during Fiscal Year 2026. Attachments: A - Resolution for Global Agreement
	<u>25-053</u>

7.	<u>25-055</u>	Adoption of Proposed Ordinance Amendments		
		PURPOSE: The purpose of this agenda item is to amend several portions of the		
		Town's Code of Ordinances, incorporating best practices from peer municipalities		
		and recommendations from Town staff for ease of implementation and use.		
		Attachments: A - Public Property Alcohol Consumption Amendment		
		B - Public Property Smoking and Vaping Amendment		
		C - Chapter 12- Town Code - Fire Protection DRAFT 22-May-2025 (003)		
		D - Pocket Questions Ordinance Amendments		
8.	<u>25-056</u>	Contract Amendment with Freese and Nichols, Inc. for Schedule Extension for the		
		Downtown Area Plan.		
		PURPOSE: The purpose of this agenda item is to authorize the Town Manager to extend the contract with Freese and Nichols, Inc. (FNI) to complete the Downtown		
		Area Plan		
		Attachments: <u>A - Resolution</u>		
9.	<u>25-075</u>	Fiscal Year 2024-25 Budget Amendment #4		
		PURPOSE: To approve budget, grant, and capital project ordinance amendments for Fiscal Year 2024-25 (FY 2025)		
		Attachments: A - Budget Amendment #4		
10.	<u>25-060</u>	Authorization for the Town Manager to Enter into a Contract with Design-Build Firm		
		for Town Hall Renovation		
		PURPOSE: To seek Council authorization for the Town Manager to negotiate and		
		enter into a contract not to exceed \$750,000 with the selected design-build firm to		
		complete phase 1 of the Town Hall building design and renovation project.		
		<u>Attachments:</u> A - 6/20/23 Resolution Approving Unassigned Fund Balance for Town <u>Hall Renovations</u> B - Posted RFQ		
		<u></u>		

C - Resolution - Town Hall Renovation

11.	<u>25-063</u>	Resolution in Support of a Revised Safe Streets for All (SS4A) Demonstration Grant Application.
		PURPOSE: This item requests Town Council approval of a resolution (Attachment A) supporting a revised application for a SS4A Demonstration Grant.
		Attachments: A - SS4A Grant Resolution
		<u>B - SS4A Demo Project Details</u>
12.	25-066	Minor Modification Request to the Master Sign Plan for the 300 East Main Street
		Project Special Use Permit-A (SUP-A)
		PURPOSE: This agenda item includes a resolution approving a minor modification to the SUP-A Master Sign Permit for 300 East Main, if Town Council chooses to approve the request.
		Attachments: A - Resolution Approving Minor Modification to Master Sign Permit
		B - Letter from Owners Proposed Sign Rendering updated
13.	<u>25-067</u>	Request-to-Set Public Hearing to Text Amendments Relating to Advisory Boards and Commissions
		 PURPOSE: The Town Council is asked to set a public hearing to consider text amendments to the Land Use Ordinance relating to the name, membership criteria and duties associated with certain advisory boards and commissions. A resolution setting a public hearing for September 16, 2025, has been provided. <u>Attachments:</u> A - Resolution <u>B - Draft Ordinance</u>
14.	<u>25-069</u>	Request to Authorize the Town Manager to Execute a Contract Amendment for Engineering Services
		PURPOSE: To request that the Town Council authorize the Manager to execute a contract amendment with the Town Engineer, Sungate Design Group, for the provision of engineering services. <u>Attachments:</u> <u>A - Resolution (06-17-2025)</u>

15 . <u>25-070</u>		Approval of the Five-Year Orange County Consolidated Plan and FY 25-26 HOME Annual Action Plan		
		PURPOSE: To consider approving the 2025-2029 Orange County Consolidated Plan and FY 2025-2026 HOME Annual Action Plan.		
		Attachments: A - Resolution 2025-2029 OC Consolidated Plan		
		B - Resolution 2025-2026 HOME Annual Action Plan		
		<u>C - Combined Pocket Questions - OC FY25-29 Consolidated Plan and</u> <u>HOME FY26 AAP</u> <u>D - Summary - 2025-2029 OC Consolidated Plan Summary - 25-29</u>		
		E - 2025-2029 OC Consolidated Plan		
		F - HOME FY 25-26 Annual Action Plan		
16.	<u>25-073</u>	Approval of Recommended Human Services Funding for FY 2025-2026		
		PURPOSE: To approve human services funding recommendations for FY 2025-2026.		
		Attachments: <u>A - Resolution</u>		
		<u>B - Pocket Questions</u>		
		C - Recommendation Form FY26 Human Services		
		D - FINAL FY26 HS Recommended Funding		
17.	25-074	Condominium Agreement and Memorandum of Understanding with Orange Count		
		for the Operation of the Drakeford Library Complex		
		PURPOSE: For the Board Council to review and approve the Condominium		
		Agreement, Deeds, and Plat for the Drakeford Library Complex; and review and		
		approve the Memorandum of Understanding between Orange County and the Town		
		of Carrboro for the operation of the Drakeford Library Complex; and authorize the		
		Town Manager to sign all required documents, upon final review by the Town		
		Attorney.		
		Attachments: A - Condo Dec and bylaws updated 6-4-25		
		B - Town of Carrboro Deed to Orange County		
		<u>C - Condo Deed 1</u>		
		<u>D - Condo Deed 2</u>		
		E - Drafeford Building Survey		
		F - 2025-03-03 condo plat prelim rev		
		G - Drakeford MOU FINAL 6-6		

18.	<u>25-076</u>	Independent Audit Contract for Fiscal Year Ending June 30, 2025			
		PURPOSE: The purpose of this item is to renew the contract for the Town's annual			
		independent audit for the fiscal year ending June 30, 2025.			
		Attachments: A - Carrboro FY25 LGC Contract Signed			
		B - Carrboro FY25 Engagement Letter Signed			
		<u>C</u> - RESOLUTION FOR INDEPENDENT AUDIT SERVICES FY25			
19. 25-077Follow Up to the Annual Comprehensive Final Audit for Fiscal Year Ended June 30, 2024		Follow Up to the Annual Comprehensive Financial Report (ACFR) and Independent Audit for Fiscal Year Ended June 30, 2024			
		PURPOSE: The purpose of this agenda item is to fulfill the requirement under 20NCAC 03 .0508 by adopting a resolution responding to and addressing internalcontrol weaknesses identified in the financial reporting by the independent auditors.Attachments:A - RESOLUTION FOR CORRECTIVE ACTION PLAN TO CORRECT II			

<u>6:45-7:00</u>

E. PUBLIC HEARING

1.25-065Quasi-Judicial Public Hearing for Special Use Permit-A Application for a
Three-Story Building at 400 North Greensboro Street

PURPOSE: Town Council is to hold a quasi-judicial public hearing for consideration of a Special Use Permit-A request for property at 400 North Greensboro Street

<u>Attachments:</u>	<u>A - Vicinity Map</u>
	<u>B - Staff Report</u>
	<u>C - Approved Conditional Rezoning Ordinance & Annotated Version with</u> <u>Compliance Responses</u> <u>D - Project Plans</u>
	E - Tree Canopy Reduction Letter
	F - Letter Explaining Expenses Related to Urban Amenities
	G - Letter from Real Estate Appraiser
	H - Staff & Advisory Boards Recommendations Summary Sheet
	I - SUP-A Draft Decision Document
	J - Staff's Presentation
	K - Applicant's Presentation

<u>7:00-7:45</u>

F. GENERAL AGENDA

ACTION ITEMS

1. <u>25-059</u> Town Code Amendment Restricting On-Street Parking on Elm Street

PURPOSE: For the Town Council to consider an amendment to the Town Code to restrict on-street parking along Elm Street between West Weaver and Shelton streets to ensure sufficient width for fire apparatus and resident access to private driveways.

 Attachments:
 A - Town Code_Ordinance restricting parking on Elm Street_6-8-25

 B - Pocket Questions Elm Street Parking Restrictions
 06-17-2025

 C - Presentation - TownCodeAmd Restricting Parking on Elm_St
 06-17-2025 (rev2)

INFORMATION ITEMS

1. <u>25-068</u> Reimagining Weaver Street - Update on Capacity Analysis

PURPOSE: This agenda item is designed to provide the Town Council with an update on the draft findings from the capacity analysis for closing East Weaver Street to vehicle traffic and to discuss possible next steps.

<u>Attachments:</u> <u>A - Staff Memo</u> <u>B - Pocket Questions</u> <u>C - Presentation</u>



Town of Carrboro

Agenda Item Abstract

File Number: 25-064

Agenda Date: 6/17/2025 In Control: Town Council Version: 1 File Type: Consent Agenda

Approval of Minutes from Town Council meeting held on June 3, 2025

9



Town of Carrboro

Agenda Item Abstract

File Number: 25-047

Agenda Date: 6/17/2025 In Control: Town Council Version: 1 File Type: Consent Agenda

Request to Issue Street Closing Permit for the Fiestas en la Calle.

PURPOSE: To request that the Town Council consider adopting a resolution to issue a Street Closing Permit Application submitted by El Centro Hispano, Inc. for the temporary closing and usage of West Weaver Street from North Greensboro Street to Elm Street from 8:00 a.m. to 9:00 p.m. on Sunday, August 24, 2025, for the *Fiestas en la Calle*.

DEPARTMENT: Public Works

COUNCIL DIRECTION:

____Race/Equity _____Climate _____Comprehensive Plan ___X_Other

On April 24, 2018, Town Council approved revisions to Article III of Chapter 7 of the Town Code relating to regulation of street or other public events. The revised Town Code removed the requirement for a public hearing prior to approval of a street closing permit by the Town Council. Town Code requires:

Section 7-20 Staff Review - Upon receipt of the permit application, the administrator shall circulate it to the police chief, the fire chief, the public works director, and other appropriate persons, such as the Special Events Committee for their comment. The administrator may arrange to have a conference on the application with the applicant and one or more department heads.

Section 7-24: Street Closing in the Carrboro Town Code: "(a) If the administrator finds that the permit should be issued and that, to conduct the event, it is necessary to close a street or to reroute traffic, the Town Council may pass a resolution authorizing this to be done. No such resolution shall be passed affecting streets that are part of the street system without the approval of the State Department of Transportation.

(b) The resolution shall identify the street or portion thereof to be affected and shall indicate the date and time when the street or portion thereof is to be closed, or traffic thereon is to be limited in some way. The resolution shall also direct the administrator to have appropriate traffic control devices installed to give notice of the temporary traffic controls."

INFORMATION: El Centro Hispano, Inc. has submitted a Street Closing Permit Application for the temporary closure and use of West Weaver Street, from Elm Street to North Greensboro Street, on Sunday, August 24, 2025. The street will be closed from 8:00 a.m. to 9:00 p.m. to accommodate the Fiestas en la Calle event, which will take place from 12:00 p.m. to 7:00 p.m. Event set-up will occur between 8:00 a.m. and 12:00 p.m., while clean-up will take place from 7:00 p.m. to 9:00 p.m.

The Town's Special Event Committee has reviewed the Town of Carrboro Community Event Pre-Application (see Attachment A). Additionally, event organizers met with Town staff to discuss logistics and any necessary

Town support. Attachment B contains the Street Closing Permit Application and event map.

Fiestas en la Calle is a free, family friendly event that "creates a cultural space where residents can discover, learn, and experience traditional and contemporary Latin American culture through music, entertainment, arts, and food."

FISCAL IMPACT: Town of Carrboro Public Works and Police staff will help set up and maintain the required street closure. The applicant will be responsible for all the costs incurred by the Town to facilitate the event. The applicant has paid applicable application fees.

RECOMMENDATION: The Town Manager recommends the Town Council approve the attached resolution (Attachment C) to issue the street closing permit for *Fiestas en la Calle*.

Town of Carrboro Community Event Pre-Application Form

The Town of Carrboro recognizes the benefits and interest of having special events within the Carrboro Community. The purpose of this form is for citizens and local organizations and/or businesses to propose or inform the Town of Carrboro of intent to hold an event. Please provide the following information to assist staff with evaluating what types of approvals may be needed for your event. Submission of this application is not an approval of the event.

EVENT ORGANIZER INFORMATION

Name of Organization: El Centro Hispano **Organization Type: Non-profit** Organization Websitehttps://elcentronc.org/ ORGANIZATION PRIMARY CONTACT INFORMATION Emma Perian Address: 2000 Chapel Hill Rd, Unit 26A, Durham, North Carolina 27707 Phone: (919) 687-4635 Email: eperian@elcentronc.org **EVENT INFORMATION** Name of Event: Fiestas en la Calle 2025 Preferred Event Date: 8/24/2025 Alternative Event Dates (if primary date is not available) Set-up Start Time: 8:00AM Event Start Time: 12:00PM Event End Time: 6:00PM 7:00PM Clean-up End Time: 8.00PM 9:00PM Rain Date (if necessary): **Expected Attendance: 3000** Type of Event: Public Festival on Public Street

EVENT DETAILS:

Sale and/or Consumption of Alcohol Sale and/or Consumption of Food Sale of Craft or Goods Street/Lane/Sidewalk Closures Police/Public Safety/Security Temporary Shelters/Tents/Staging/Other Structures

EVENT DESCRIPTION

Please provide a general description and the purpose of your event. Attach a simple diagram of the event area with details of staging, fencing, booths, tents, walkways, entryway/exits, emergency response plan, etc. Providing this information will assist town staff in helping you to plan a successful event.

Please enter your event description in the box below*(required)

The "Fiestas en la Calle" has become a cornerstone event, bringing together people from all walks of life to honor and experience the diverse and rich heritage of Latin America. Against the picturesque backdrop of Carrboro's downtown streets, this year's festival aims to cultivate a sense of belonging, connection, and joy among both residents and visitors. The "Fiestas en la Calle 2025" will feature an exciting lineup of activities designed to immerse attendees in the cultural richness of Latino culture. Highlights include live music performances showcasing the rhythmic beats and melodies from across the region. Festival-goers can indulge in the flavors of Latino cuisine, with a variety of food vendors offering dishes that capture the essence of the region's culinary delights. Additionally, artisan crafts, traditional dance performances, and engaging entertainment will be available throughout the day.

UPLOAD EVENT DOCUMENTS

QUESTIONS?

If there are questions regarding this form, please contact Dianah Alston-Sanders at the Recreation, Parks, & Cultural Resources Department at dsanders@carrboronc.gov or 919-918-7364.



STREET CLOSING PERMIT APPLICATION CONCERNING THE USE OF STREETS AND PUBLIC RIGHT-OF-WAY FOR STREET FAIRS, FESTIVALS, CARNIVALS, AND OTHER PUBLIC EVENTS

EVENT:Fiestas en la Calle
EVENT SPONSOR: El Centro Hispano
IS THE SPONSOR A: X NON-PROFIT FOR PROFIT OTHER:
ANY OTHER INFORMATION ABOUT SPONSOR OR EVENT:
EVENT COORDINATOR INFORMATION: Sacnite Alvarez
ADDRESS: 2000 Chapel Hill Rd #26A, Durham NC 27707
919-945-0132 TELEPHONE NUMBER:
PROPOSED DATE AND TIME PERIOD PROPOSED FOR CLOSING:
DATE:08/24/25 TIME PERIOD: FROM:8:00 TO:21:00
RAIN DATE:
CLEAN-UP TIMETABLE: FROM: <u>19:00</u> TO: <u>21:00</u>
APPROXIMATE NUMBER OF PERSONS EXPECTED TO ATTEND THE EVENT:
ARE ANY SPECIFIC SERVICES REQUESTED OF THE TOWN? YES X NO

(Traffic control may be required, and event organizers may be required to reimburse the Town for any related expenses):

IF YES. PLEASE SPECIFY:	Traffic Control and security	
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ATTACH A SKETCH SHOWING:

- Area where event is to take place.
- Streets to be closed or obstructed.
- Barriers or traffic control devices to be erected.
- Location of any concession stand, booth, or other temporary structures.
- Location of proposed fences, stands, platforms, stages, benches, or bleachers.

NC DEPARTMENT OF TRANSPORTATION

The Town cannot approve closings of roads or streets part of the State of North Carolina road system. Proof of permission from NCDOT is required before the Town will proceed with approval.

OTHER INFORMATION: _____

INSURANCE INFORMATION: Philadelphia Indemnity Insurance Company- Policy number: PHPK267545-016

NOTIFICATION OF CENTRAL COMMUNICATIONS (911):

The **APPLICANT** is responsible for notifying Central Communications (911):

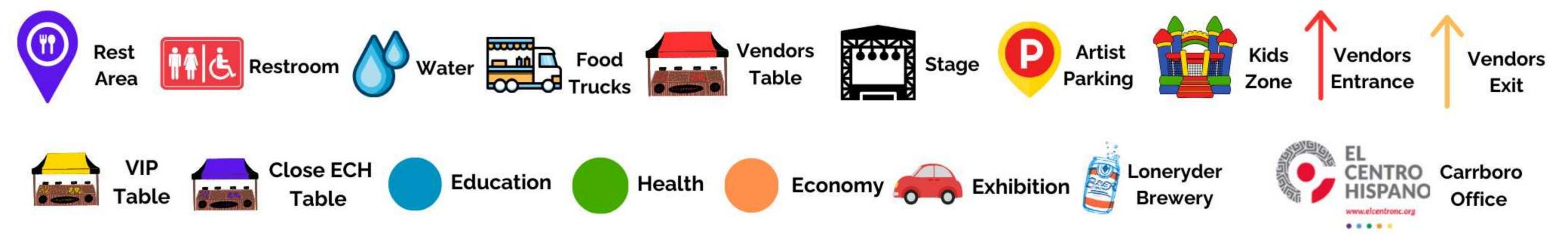
- at least five (5) days in advance of the event in writing (Orange County EMS, Post Office Box 8181, Hillsborough, NC 27278)
- on the day of the closing, prior to the actual closing of the street (dialing 911)
- on the day of the closing, when the street is re-opened (dialing 911)

FEE: \$100.00 application fee. Application fee must accompany the submittal of this application.

EVENT / STREET CLOSING CHECKLIST

	Date completed	<u>Completed By</u> (initial)
Permit Application and Fee Received	[]	[]
Staff Review (See attached notes if applicable)	[]	[]
Insurance Certificate (if required)	[]	[]
NC DOT Approval (if applicable)	[]	[]







Resolution

A RESOLUTION AUTHORIZING THE TEMPORARY CLOSING OF THE FOLLOWING STREETS TO ACCOMMODATE THE *FIESTAS EN LA CALLE*

NOW, THEREFORE, BE IT RESOLVED by the Carrboro Town Council that:

Section 1. West Weaver Street, from Elm Street to North Greensboro Street, shall be temporarily closed, on Sunday, August 24, 2025, from 8:00 a.m. to 9:00 p.m. for the *Fiestas en la Calle*. The event shall be conducted in accordance with the permit issued by the Town Council pursuant to Article III, Chapter 7 of the Town Code.

Section 2. The Town shall supply the appropriate traffic control devices to give notice of the temporary traffic controls.

Section 3. No person may operate any vehicle contrary to the traffic control devices installed in accordance with Section 2 of this resolution.

Section 4. The Event Coordinator will be responsible for notifying Central Communications when the street is closed and when it is reopened to vehicular traffic.

Section 5. Applicant shall post signs at the intersections of Elm Street and West Weaver Street and North Greensboro Street and West Weaver Street, 7 days before the event, to notify the public about the upcoming event.

Section 6. Applicant will be responsible for all costs incurred by the Town to facilitate this event. Applicant will be sent an itemized bill for the final costs incurred by each Department staffing the event.

Section 7. This resolution shall become effective upon adoption.

This the 3rd day of June 2025.



Town of Carrboro

Agenda Item Abstract

File Number: 25-051

Agenda Date: 6/17/2025 In Control: Town Council Version: 1 File Type: Consent Agenda

Resolution to Approve a Contract with Landscaper, LLC for Mowing along Highway NC-54 and Town Properties

PURPOSE: To request Town Council approve the contract with Landscaper, LLC to provide mowing services along Highway NC-54 and grassy areas at Town Properties.

DEPARTMENT: Public Works

COUNCIL DIRECTION:

_____Race/Equity _____Climate _____Comprehensive Plan _____X_Other

Per Town Code Section 3-1 (b)(9)(i) the Town Council is required to approve contracts for purchases of goods or services that exceed \$60,000. The proposed mowing contract exceeds the limit.

INFORMATION: In compliance with the purchasing manual, the Town released an informal Request for Bids on March 10, 2025, to provide right-of-way mowing services along Highway NC-54 and grassy areas at the following Town properties:

- 301 W Main St. (Fire Station 1, Town Hall, and Town Commons)
- 108 Bim St. (Civic Club)
- 401 Davie Rd. (Westwood Cemetery)
- 1411 Homestead Rd. (Fire Station 2)
- 306 Broad St. (Baldwin Park)
- 217 Simpson St. (Simpson Park)
- 102 Hargraves St (Children School for People Under Six)

To encourage participation minority and women-owned business enterprises (MWBE), staff advertised the bid opportunity on the NC HUB site.

On April 29, 2025, the Town received three bids for the mowing services. After evaluation, Landscaper, LLC submitted the lowest-cost bid. See Attachment A - FY26 Summary of Quotes for Mowing Services

FISCAL IMPACT: FY26 funds are budgeted in the Street & Grounds Division for this contract.

RECOMMENDATION: It is recommended the Town Council approve the attached resolution (Attachment B) authorizing the Town to enter into a contract with Landscaper, LLC for mowing services along Highway NC

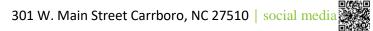
-54 and grassy areas at Town Properties.



ATTACHMENT A

Location	Landscaper, LLC	Russell Landscape, LLC	Hackney Indoor and Outdoor Services
Town Hall	\$216.66	\$454.00	\$1,272.00
Town Commons	\$433.33	\$501.00	\$1,264.00
Fire Station 1	\$216.66	\$231.00	\$1,264.00
Civic Club (108 Bim St.)	\$116.66	\$240.00	\$240.00
Westwood Cemetery	\$1,400.00	\$2,039.00	\$5,600.00
Fire Station 2	\$433.33	\$532.00	\$1,800.00
Simpson Park	\$116.66	\$387.00	\$1,400.00
Baldwin Park	\$350.00	\$752.00	\$1,400.00
Community School For People Under Six	\$866.66	\$536.00	\$1,800.00
NC-54 Right-of-way	\$2,600.00	\$5,792.00	\$9,000.00
Total/Month	\$6,749.96	\$11,464.00	\$25,040.00
Total/Year	\$80,999.52	\$137,568.00	\$300,480.00

FY26 SUMMARY OF QUOTES FOR MOWING SERVICES





Resolution

ATTACHMENT B

A RESOLUTION FOR AWARDING THE CONTRACT FOR FY26 RIGHT-OF-WAY MOWING OF HIGHWAY NC-54 AND TOWN PROPERTIES

WHEREAS, Public Works received three bids to provide right-of-way mowing services along Highway NC-54, and grassy areas at Town properties; and

WHEREAS, staff have identified Landscaper, LLC as the lowest cost, responsive and responsible bidder.

NOW, THEREFORE, BE IT RESOLVED that the Carrboro Town Council authorizes the Town Manager to execute a contract for FY26 mowing to Landscaper, Inc in the amount of \$80,999.52 this the 17th day of June 2025

This the 17th day of June in 2025.



Town of Carrboro

Agenda Item Abstract

File Number: 25-052

Agenda Date: 6/17/2025 In Control: Town Council Version: 1 File Type: Consent Agenda

Resolution to Authorize a Contract with GFL Environmental, Inc. for Disposal of Municipal Solid Waste

PURPOSE: To request Town Council approve the FY26 municipal solid waste (MSW) disposal contract with GFL Environmental, Inc.

DEPARTMENT: Public Works

COUNCIL DIRECTION:

____Race/Equity _____Climate _____Comprehensive Plan __X__Other

Per Town Code Section 3-1 (b)(9)(i) the Town Council is required to approve contracts for purchases of goods or services that exceed \$60,000. The proposed contract with GFL Environmental, Inc. exceeds the limit.

INFORMATION: Since the closure of the Orange County landfill, the Town has had to transport its MSW to another permitted facility. There are two permitted facilities within close proximity to the Town, GFL Environmental, Inc. and Waste Management, Inc. The contract for MSW disposal renews annually.

The Town of Carrboro generates approximately 6,800 tons of MSW annually. To negotiate lower landfill tipping fees, the Town of Carrboro partnered with the Town of Chapel Hill to request quotes for FY26 disposal costs. GFL Environmental, Inc. and Waste Management, Inc. provided per-ton rate quotes. See Attachment A - FY26 MSW Disposal Summary of Quotes.

Based on a review of the quotes received, it is recommended the Town contract with GFL Environmental, Inc., for its FY26 MSW disposal. The total annual estimated cost is \$408,136. GFL Environmental Inc. provided this service in FY22, FY23, FY24, and FY25.

FISCAL IMPACT: Funds for the proposed landfill fees are budgeted in Public Works FY26 budget for this contract.

RECOMMENDATION: It is recommended the Town Council approve the attached resolution (Attachment B) authorizing the Town to enter into a contract with GFL Environmental, Inc. for the disposal of MSW in FY26.



ATTACHMENT A

FY26 MUNICIPAL SOLID WASTE DISPOSAL SUMMARY OF QUOTES

Vendor	Carrboro/Chapel Hill MSW Rate	Carrboro MSW Rate	
GFL Environmental, Inc.	\$60.02*	\$60.02*	
Waste Management, Inc.	\$60.94*	\$61.44*	

* Rate includes \$2.00/ton NC Solid Waste Disposal Tax



A RESOLUTION FOR AWARDING THE CONTRACT FOR FY26 MUNICIPAL SOLID WASTE DISPOSAL

WHEREAS, the Town of Carrboro generates approximately 6,800 tons of Municipal Solid Waste (MSW) annually and closure of the Orange County landfill has necessitated the Town of Carrboro to transport its MSW to another permitted facility; and

WHEREAS, the contract for MSW disposal is subject to annual renewal; and

WHEREAS, the Town received two (2) quotes for the disposal of municipal solid waste in FY26; and,

WHEREAS, staff have identified GFL Environmental Inc. as the lowest cost and recommend they be awarded the contract; and

WHEREAS, GFL Environmental Inc. provided this service in FY22, FY23, FY24, and FY25; and

NOW, THEREFORE, BE IT RESOLVED the Carrboro Town Council authorizes the Town Manager to award the contract for FY26 municipal solid waste disposal to GFL Environmental, Inc., in the amount not to exceed of \$408,136.

This the 17th day of June 2025.



Town of Carrboro

Agenda Item Abstract

File Number: 25-053

Agenda Date: 6/17/2025 In Control: Town Council Version: 1 File Type: Consent Agenda

Request to Award 2025 Street Resurfacing Contract

PURPOSE: The purpose of this agenda item is to request that the Town Council award the 2025 Resurfacing Project to Daniels, Inc. of Garner.

DEPARTMENT: [Public Works, Finance]

COUNCIL DIRECTION:

____Race/Equity _____Climate ___X___Comprehensive Plan ____Other

This work corresponds with Carrboro Connects Chapter 10: Public Services & Communication (Public Works 1A) - Administer contracts for bi-annual street resurfacing, sidewalk improvements, and pavement markings based on maintenance needs identified in the Pavement Condition Survey and Sidewalk and Curb Ramp Condition Survey.

Annual maintenance and resurfacing of Town roads are necessary to prevent asphalt pavement failure and to maintain safe infrastructure. In addition to street resurfacing, this project will include updating a number of curb ramps for ADA compliance, adding a stretch of sidewalk linking the new Drakeford Library Complex to the existing sidewalk network (Attachment C), installing a pedestrian refuge island and buffered bike lanes on Fidelity St. (Attachment D), and installing a physically separated pedestrian lane on E. Poplar Ave. (Attachment E). The complete list of locations can be found in Attachment A.

INFORMATION: The Town of Carrboro receives annual State Powell Bill funds for roadway maintenance. In 2022, Public Works hired LaBella Associates to conduct a Town-wide street condition assessment. Utilizing the results of this assessment, Public Works developed a project manual and bid package for street resurfacing and patching. According to the assessment, the weighted average Pavement Condition Rating (PCR) of the streets selected for resurfacing is 79.5, compared to an overall average PCR of 91.2 for the Town's entire street system (note that pavement condition on Roberson St. and E. Braxton Foushee St. has degraded significantly since the assessment because of the construction vehicle traffic on those streets). This bid package was advertised on April 28, 2025 and a public bid opening was held on May 19, 2025. The results of this bid opening can be found in Attachment B: Summary of Bids.

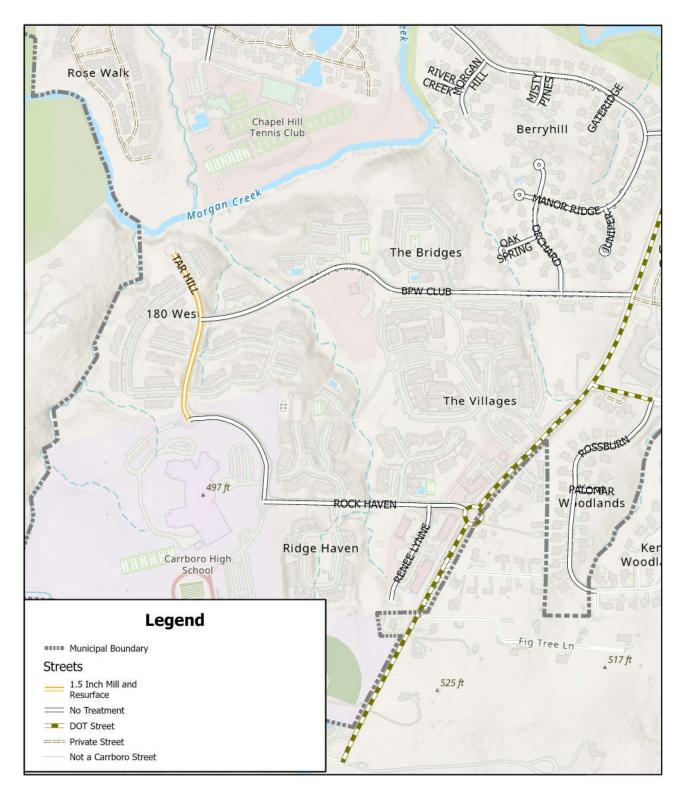
Staff have taken steps to reach minority and women-owned business enterprises (MWBE) by advertising the bid opportunity in *The Triangle Tribune* newspaper. Bidders were required to make good faith efforts to include MWBE subcontractor participation and to provide documentation of outreach and participation.

FISCAL IMPACT: The resurfacing project is estimated not-to-exceed \$723,806.50, to be funded from the

Powell Bill fund in FY2026. There is no additional budget impact for this item.

RECOMMENDATION: The Town Manager recommends that the Town Council approve the attached resolution, awarding the contract to Daniel, Inc. of Garner, the lowest responsive, responsible bidder.

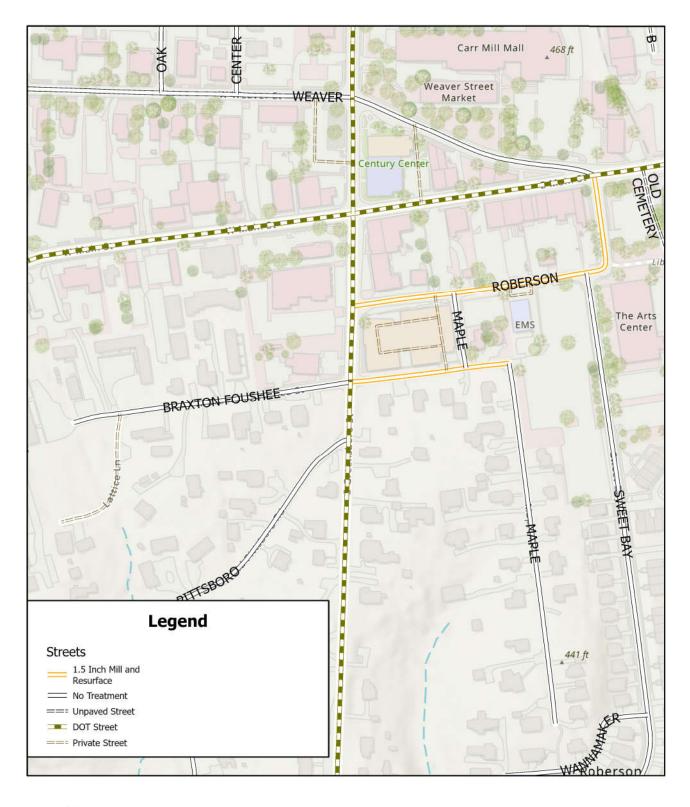
Repair Map 1: Tar Hill



N



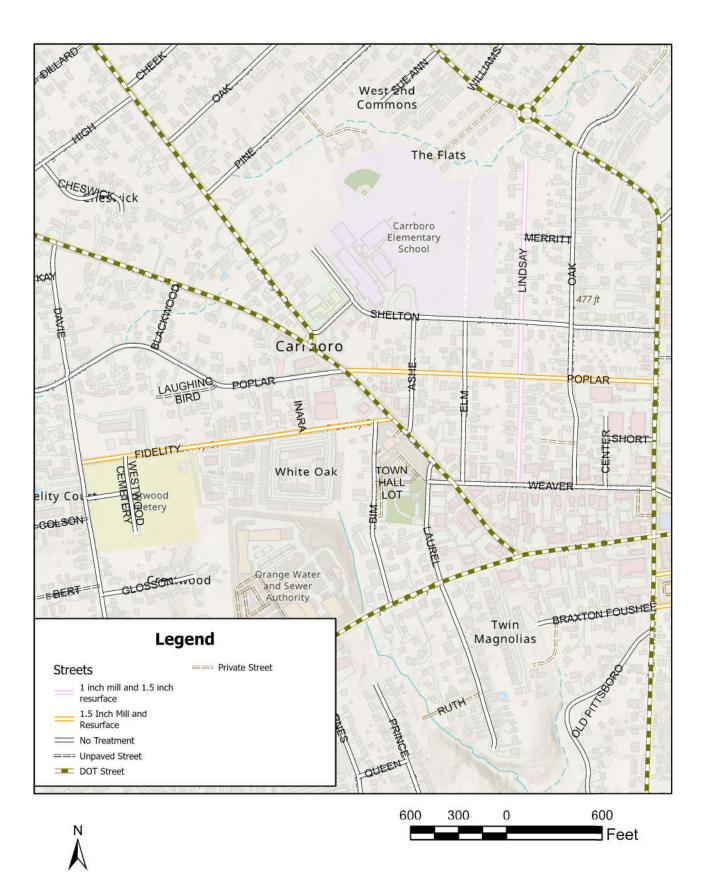
Repair Map 2: E Braxton Foushee and Roberson



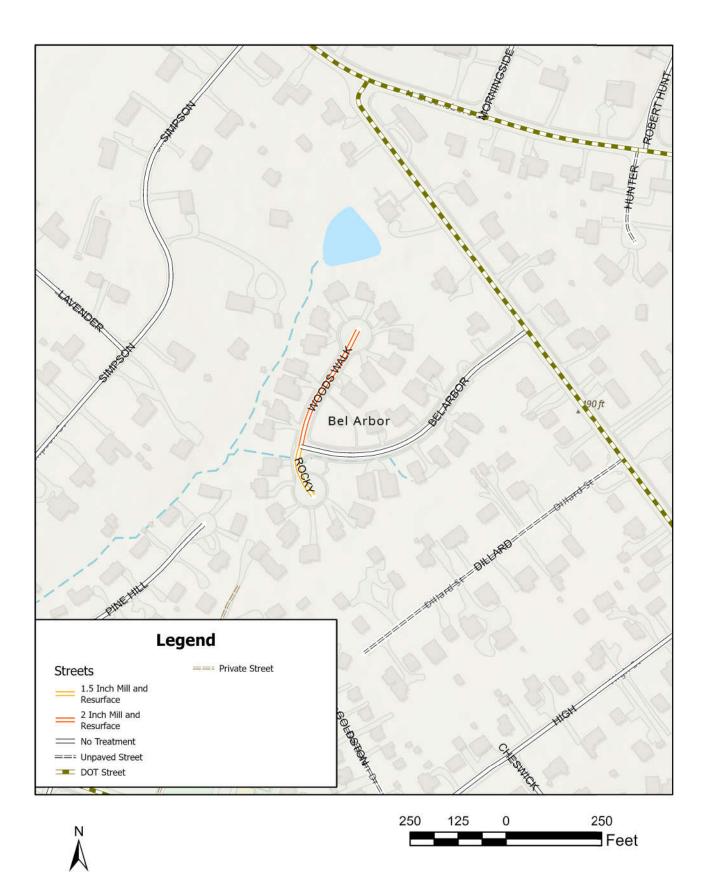
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Repair Map 3: Fidelity, E Poplar, and Lindsay



Repair Map 4: Rocky Point and Woods Walk

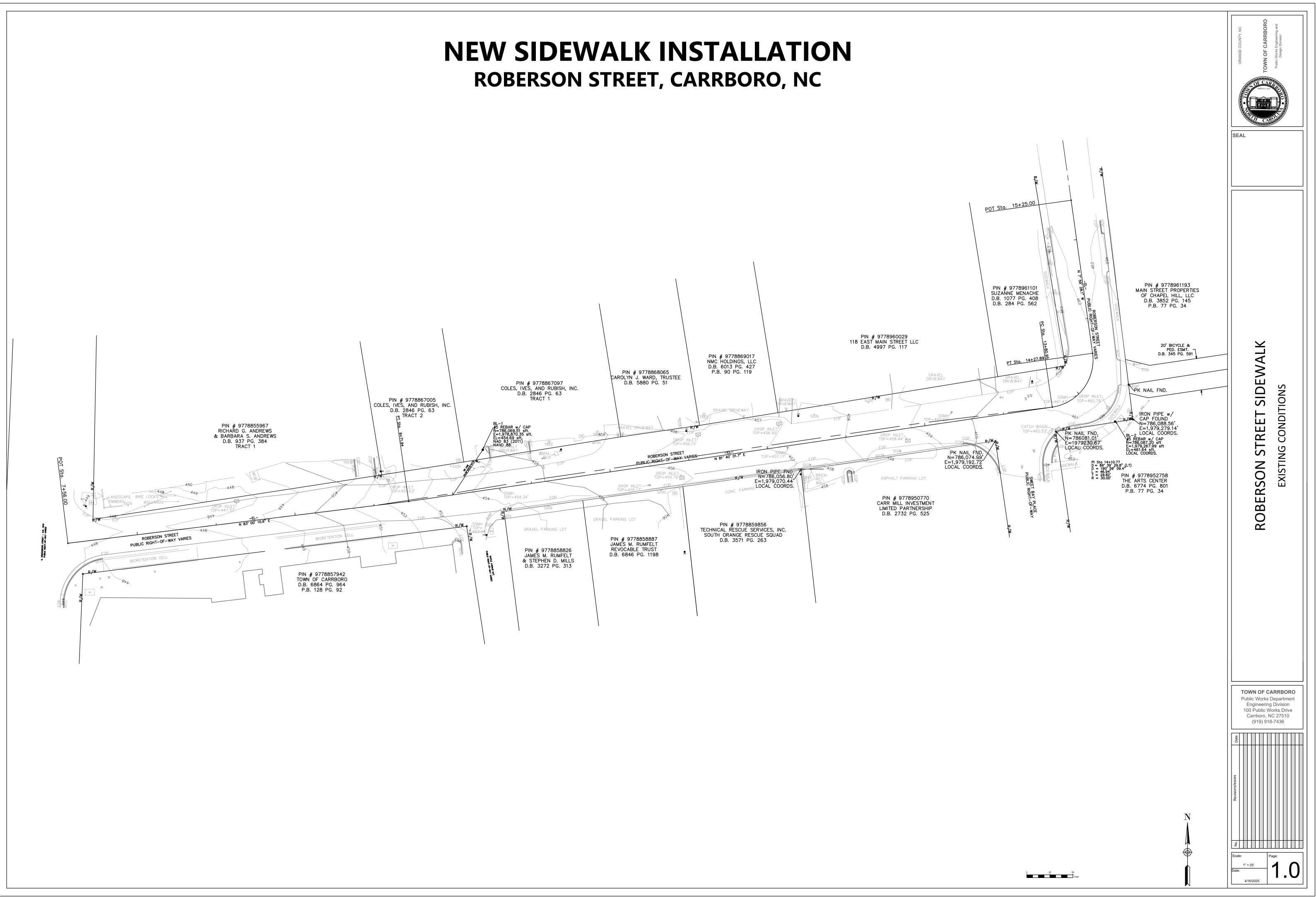


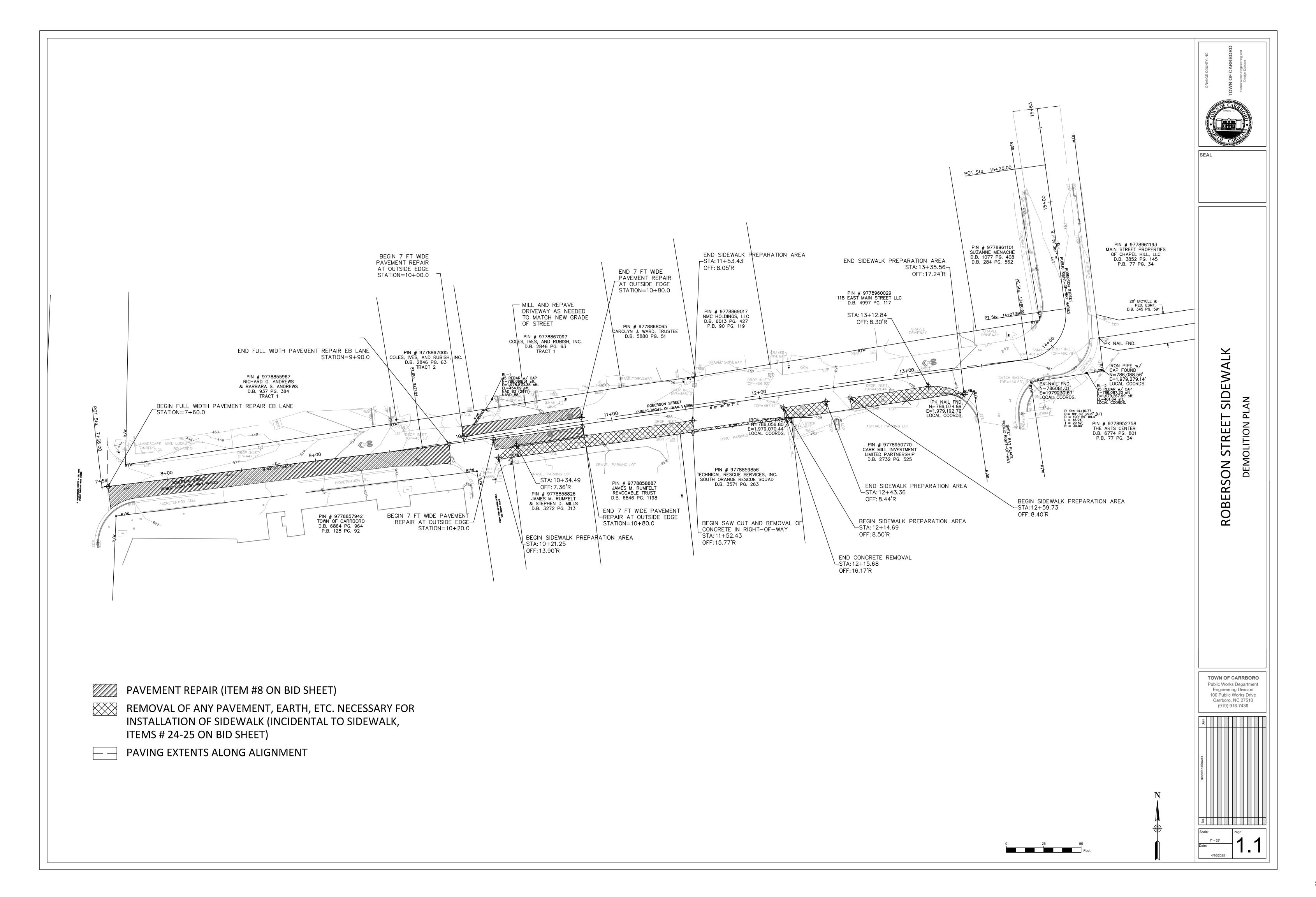
Bidder	Bid Amount	All Forms Completed Including M/WBE Outreach and Participation Forms	Participation Amount and HUB Type ¹
Daniel's, Inc. of Garner	\$723,806.50 ²	Yes	30.7% W
Lanier Construction Company	\$832,803.00	Yes	100% B
Triangle Grading and Paving	\$845,120.00	Yes	11% B
Turner Asphalt	\$904,520.40	Yes	14% W

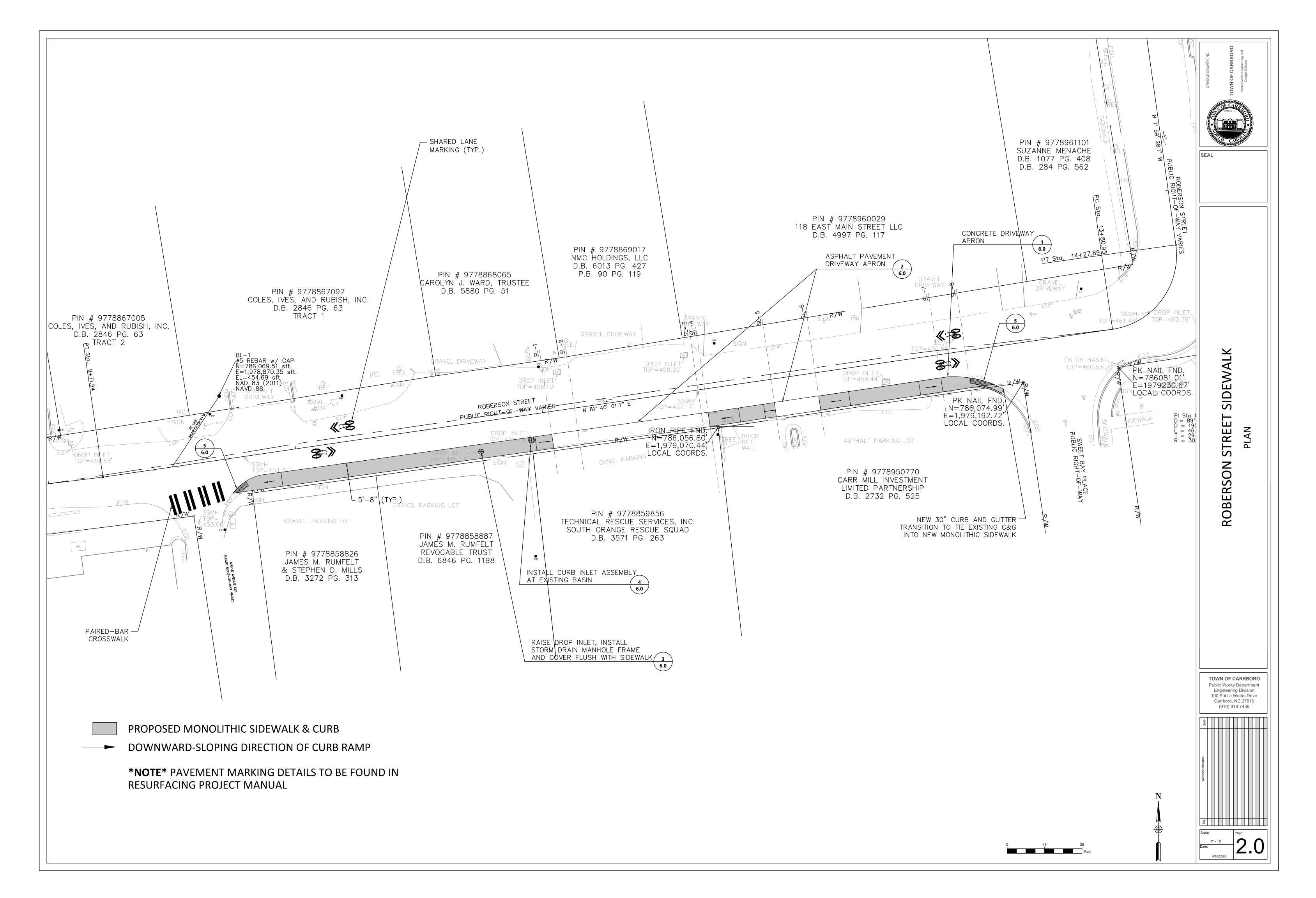
¹Hub Status Abbreviation:

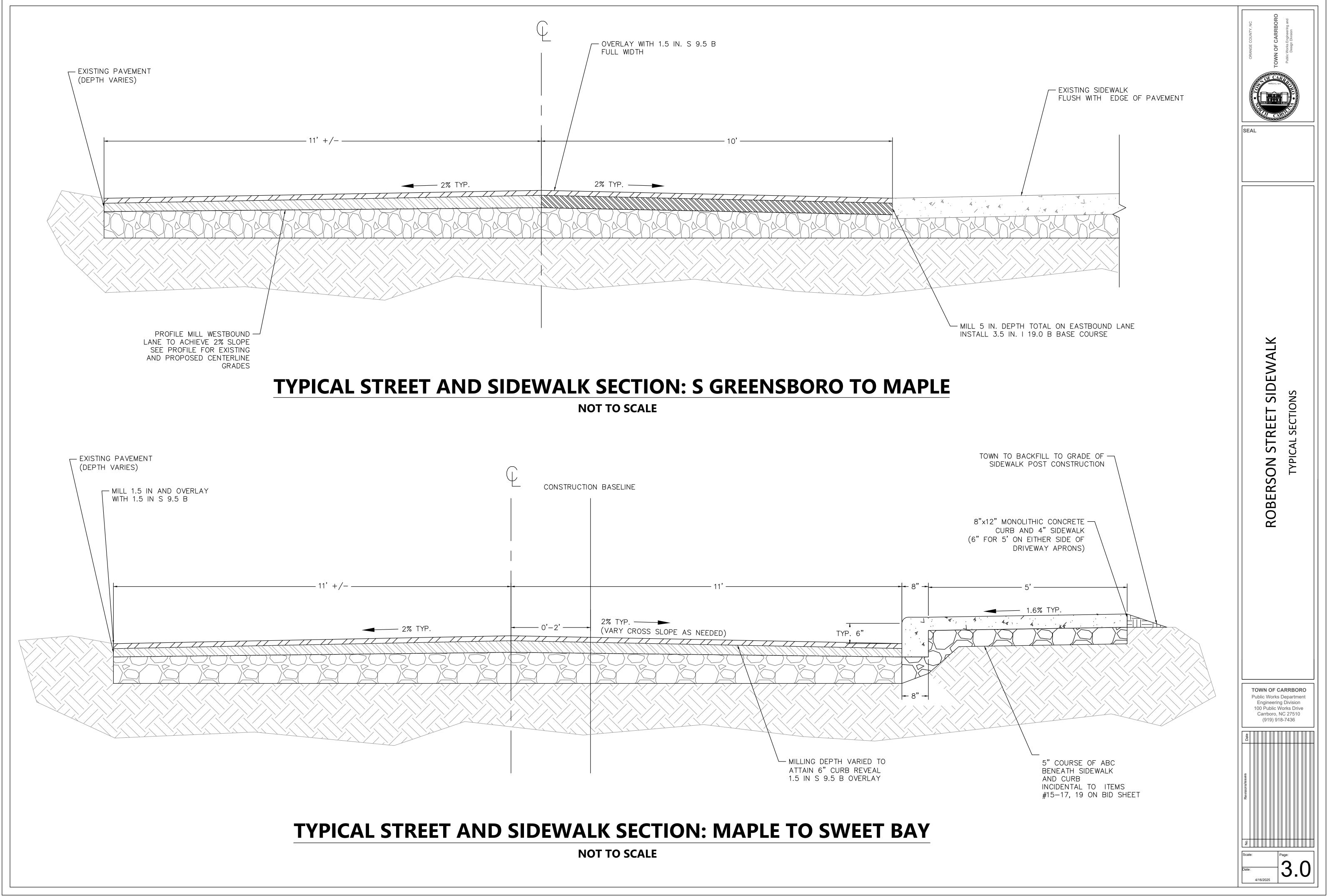
B = Black, HA = Hispanic, AA = Asian American, AI = American Indian, W = Female, D = Disabled

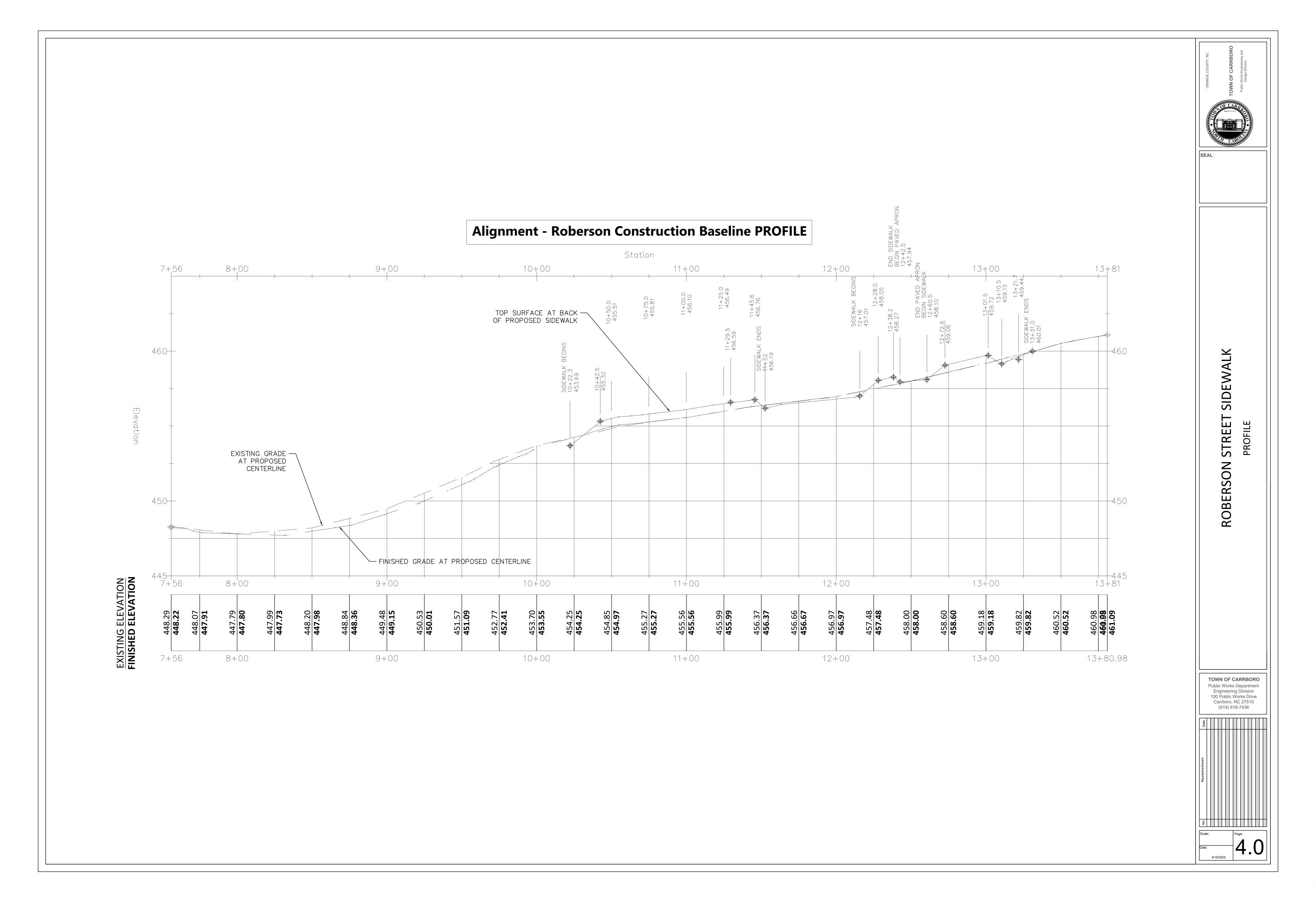
²Submitted bid total was \$643,805.50 as a result of clerical errors; those errors were corrected after being confirmed with bidder and the value shown in this table is based on the corrected calculations

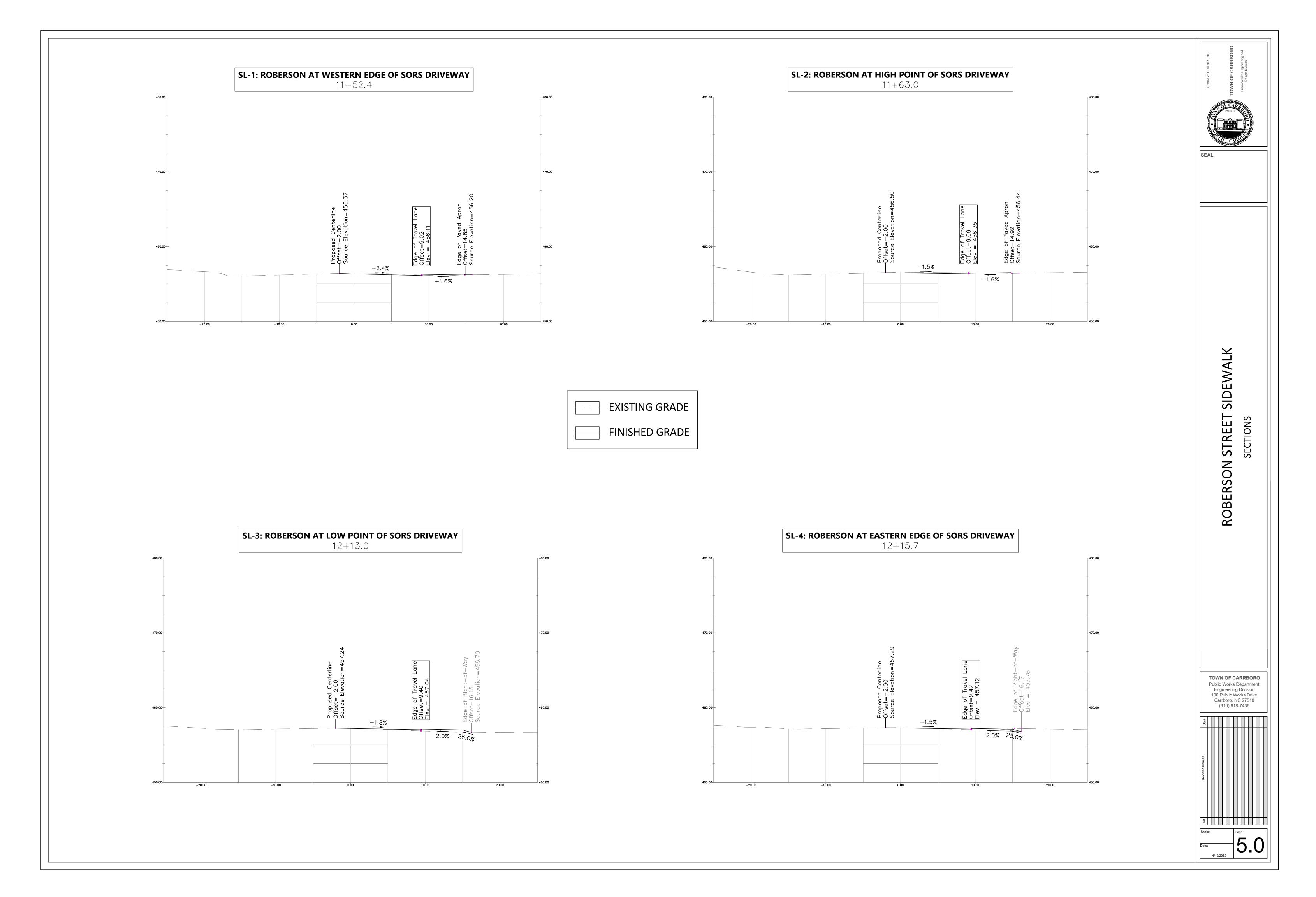


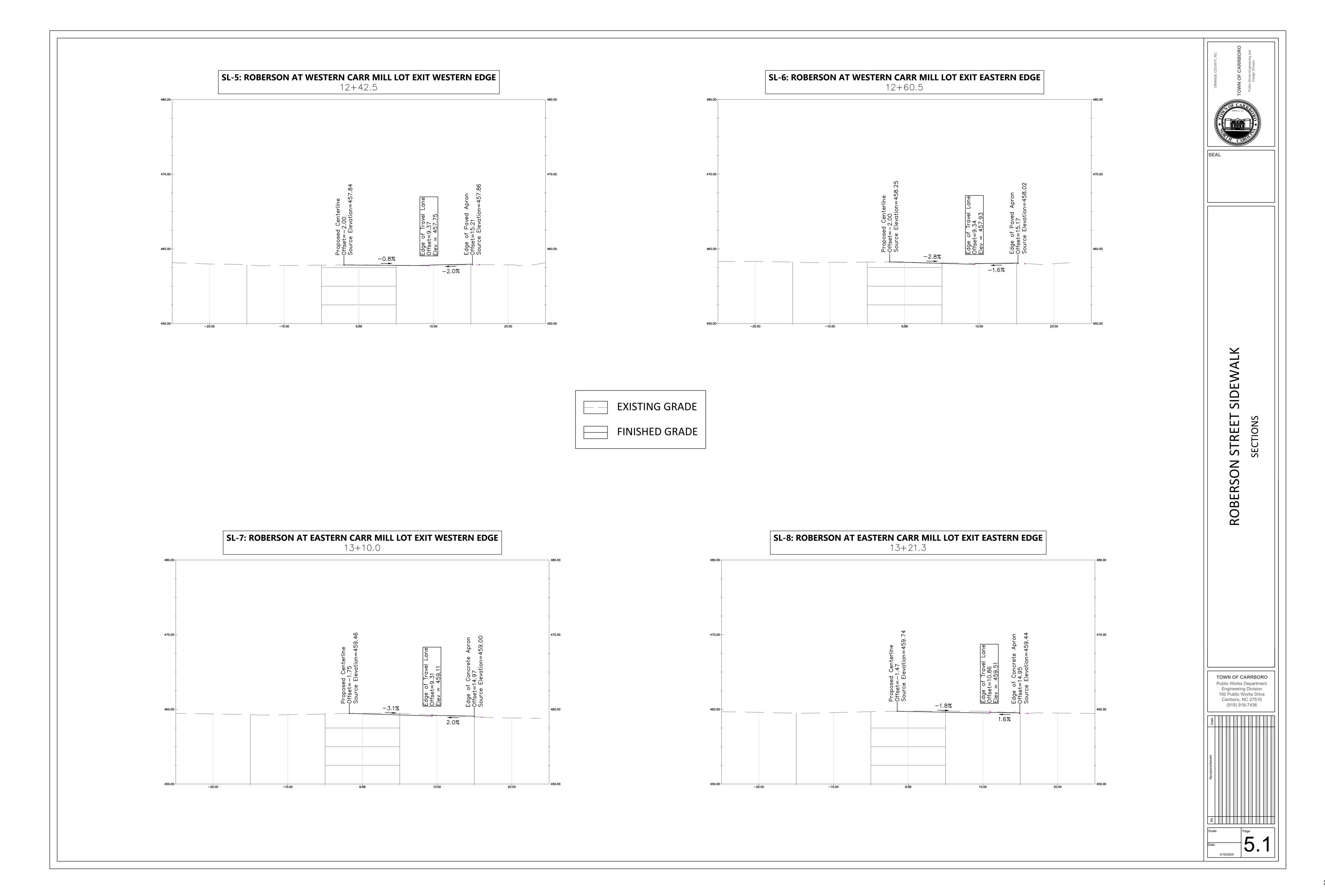


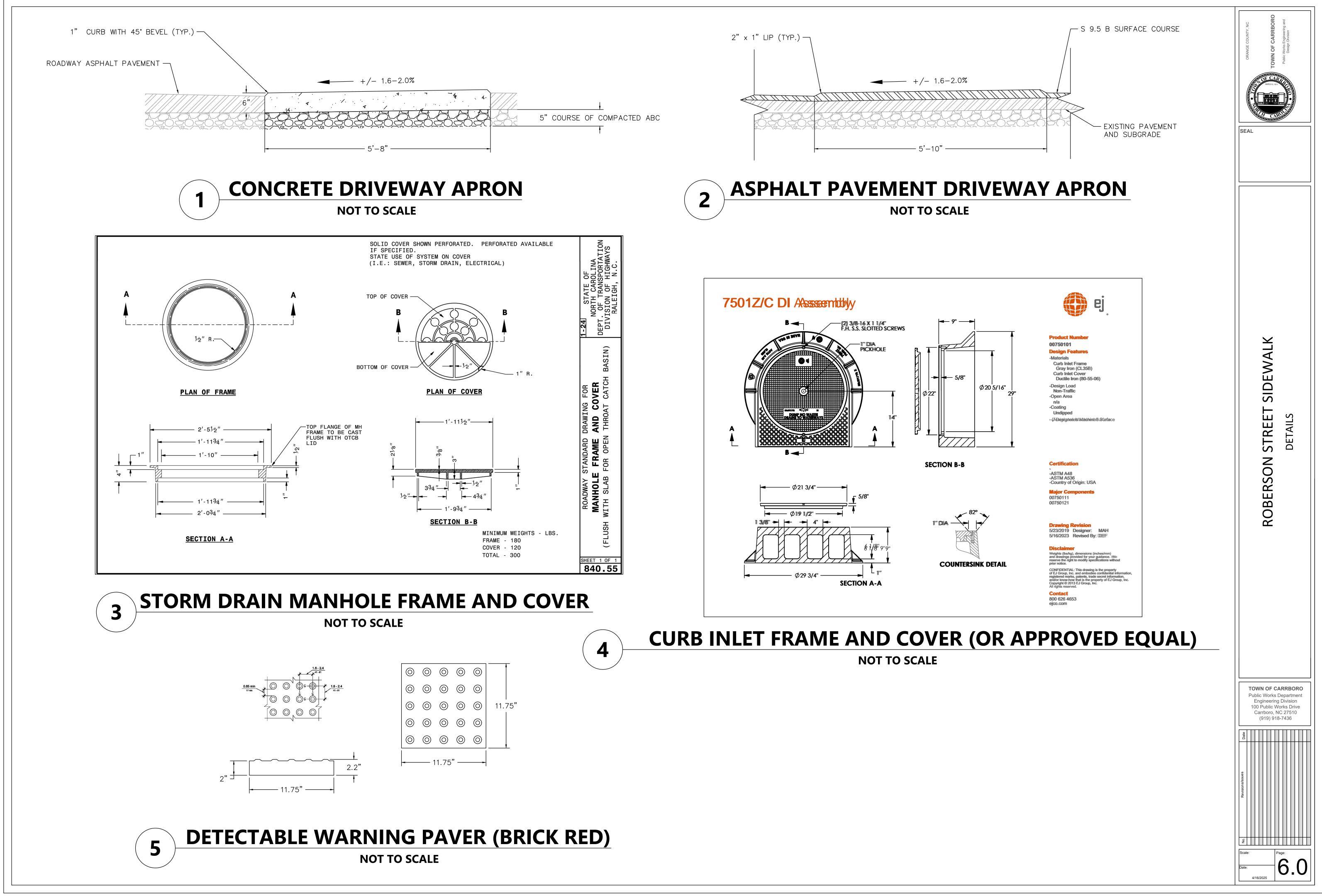


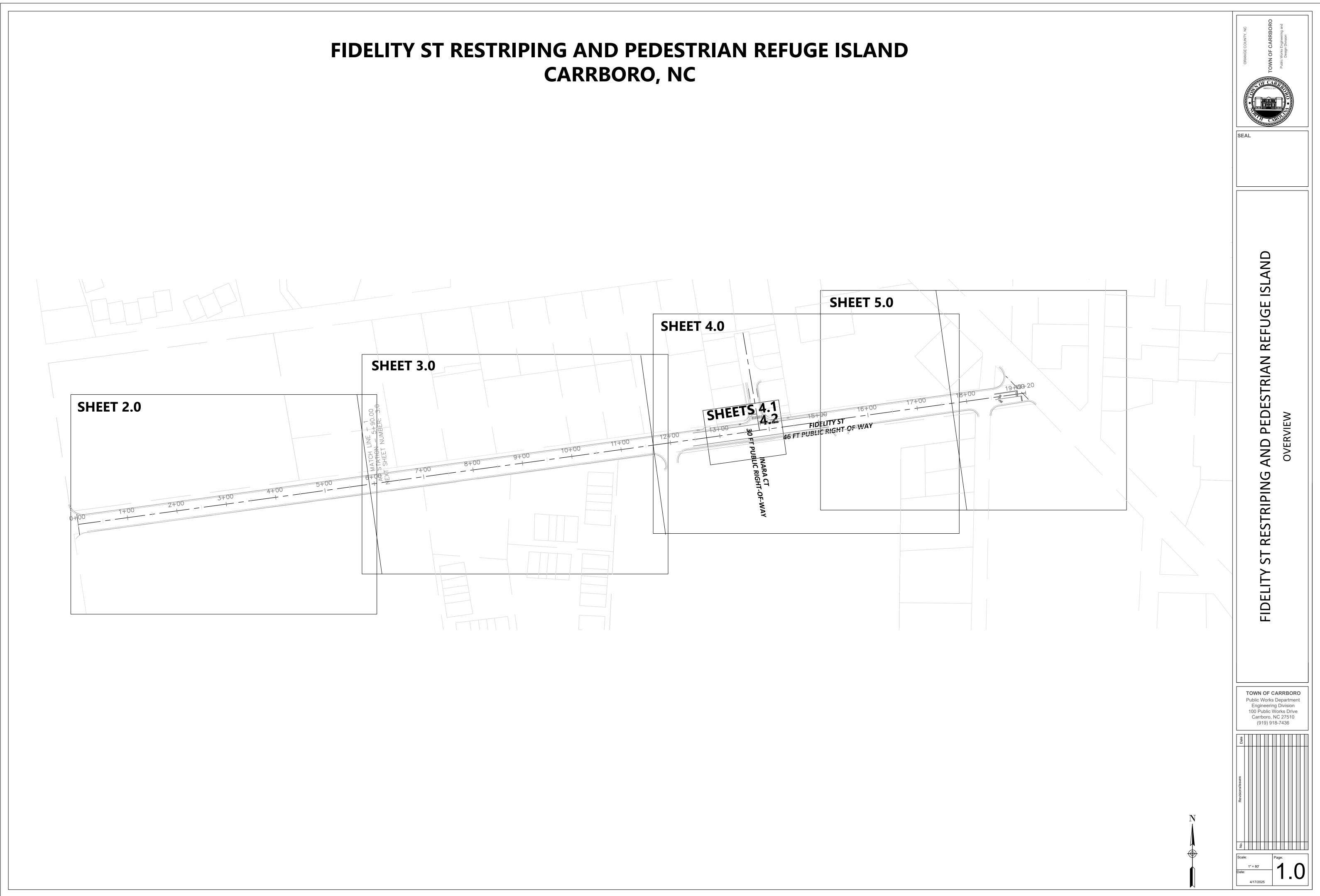


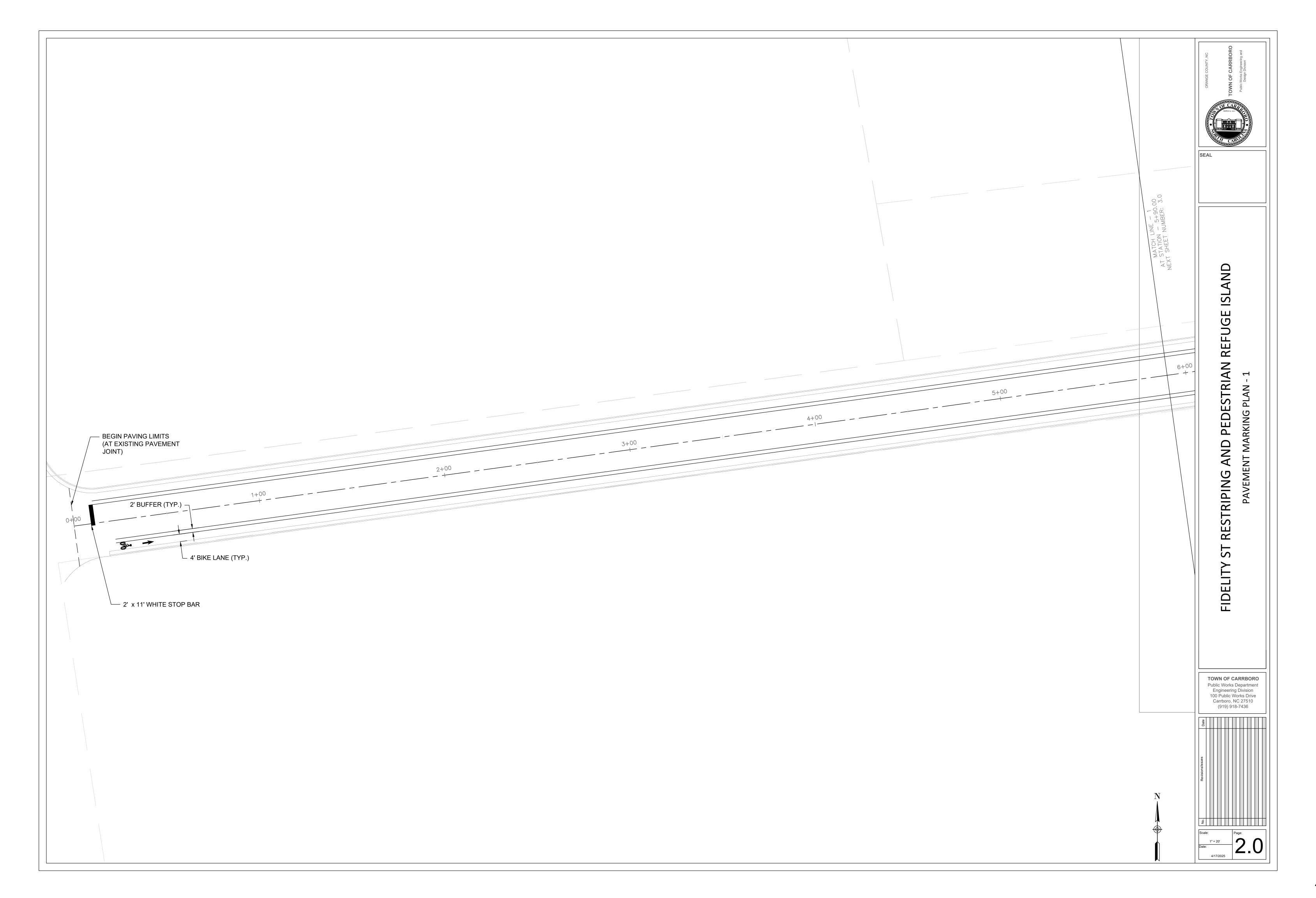


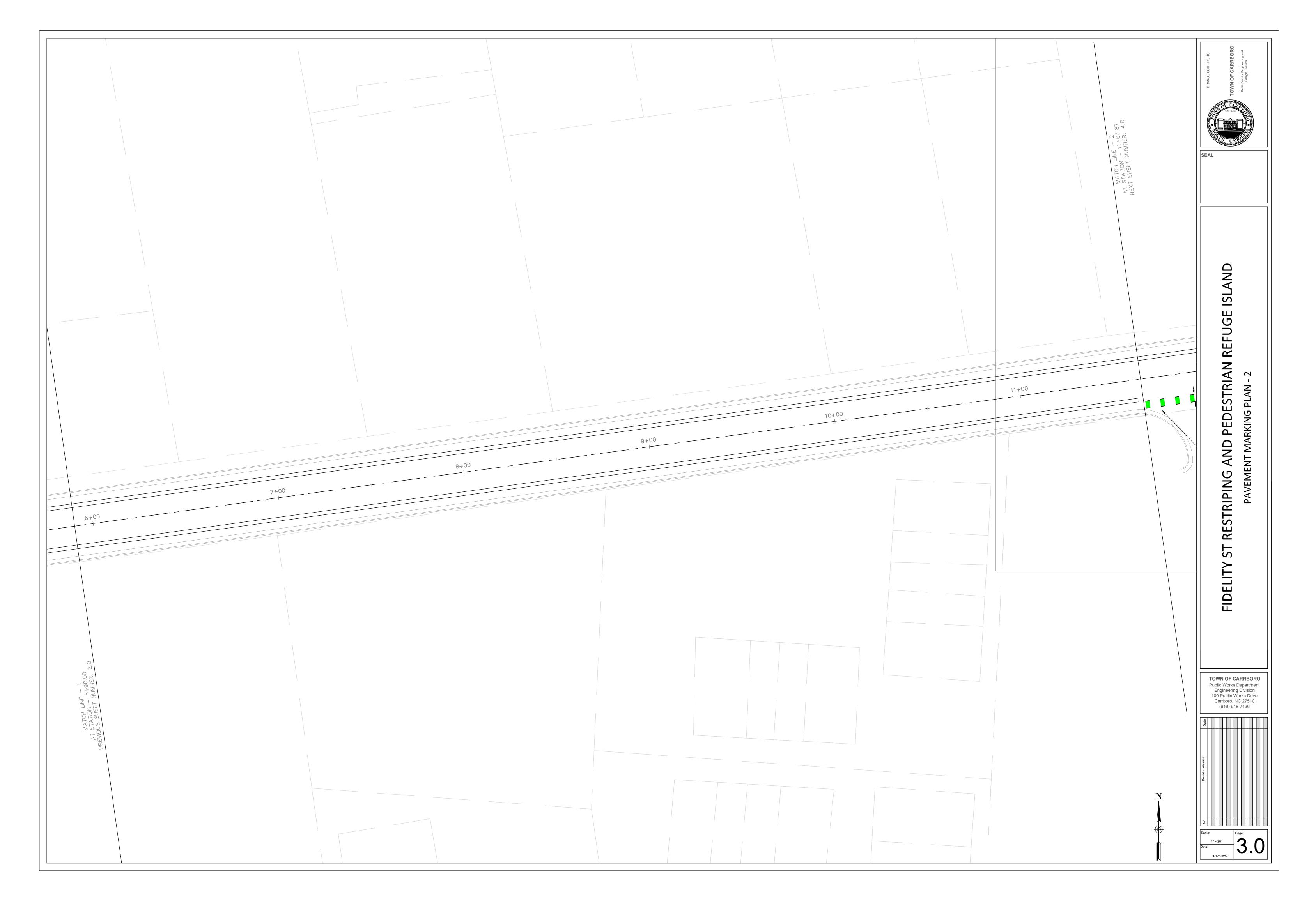


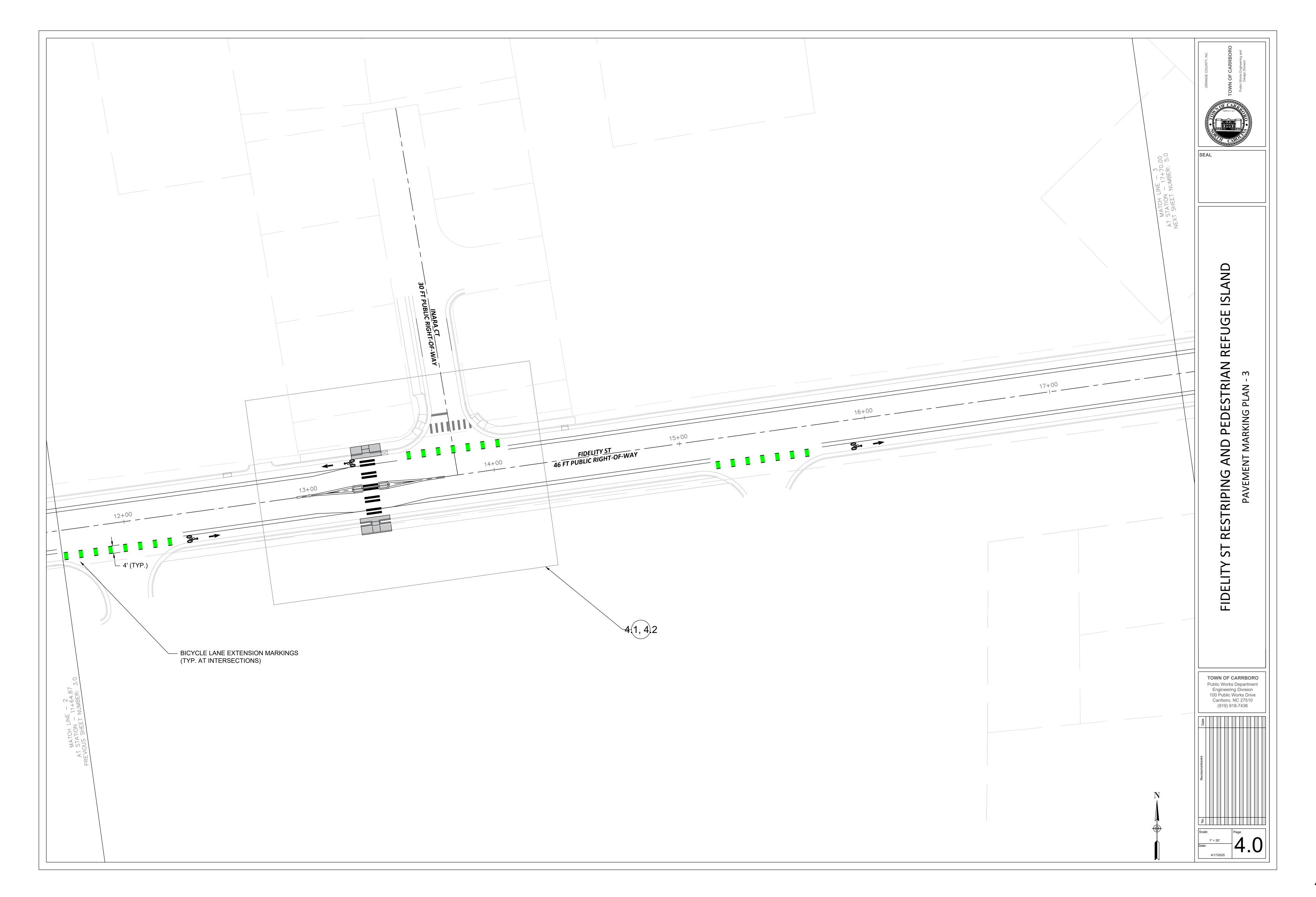




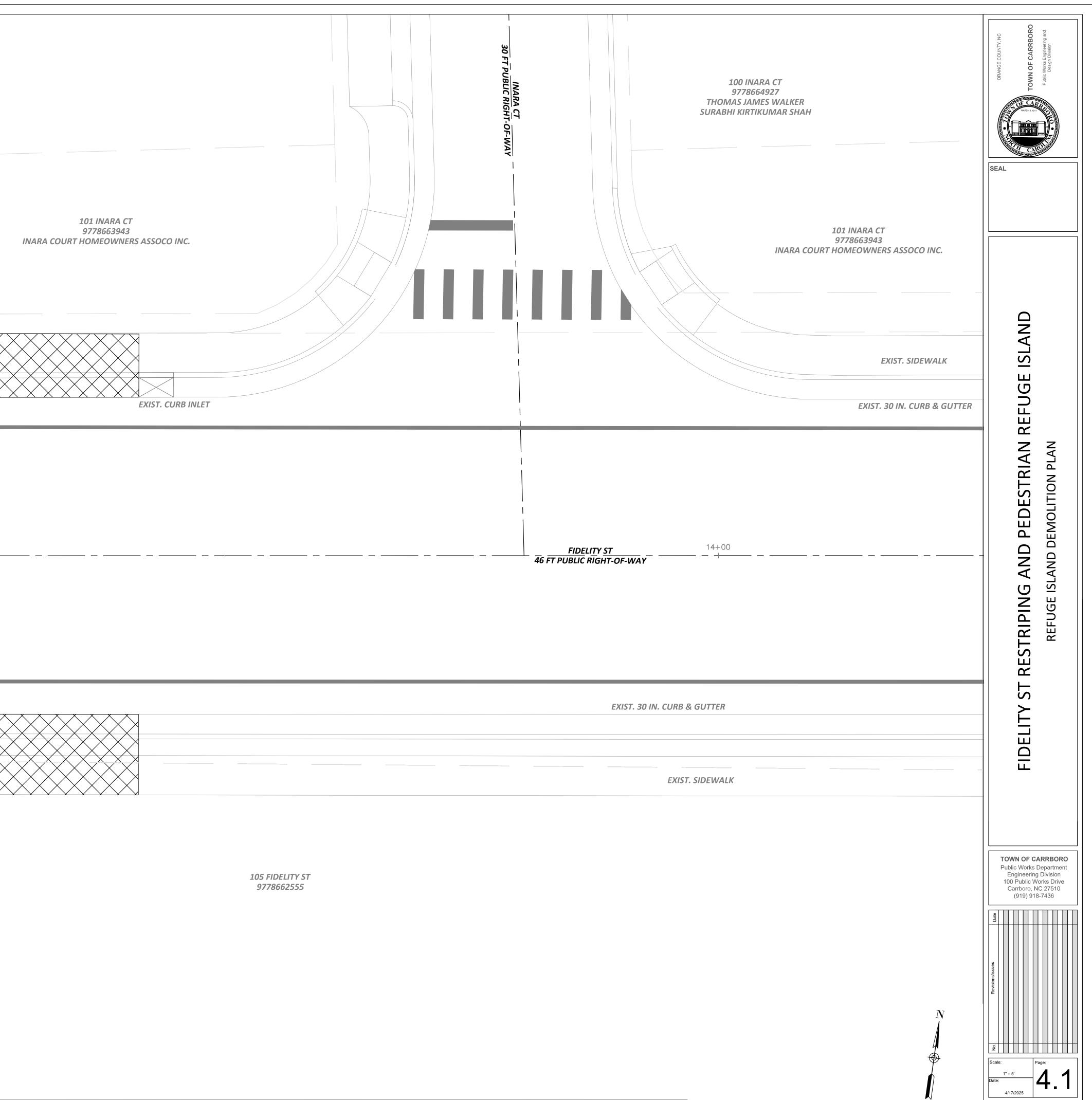


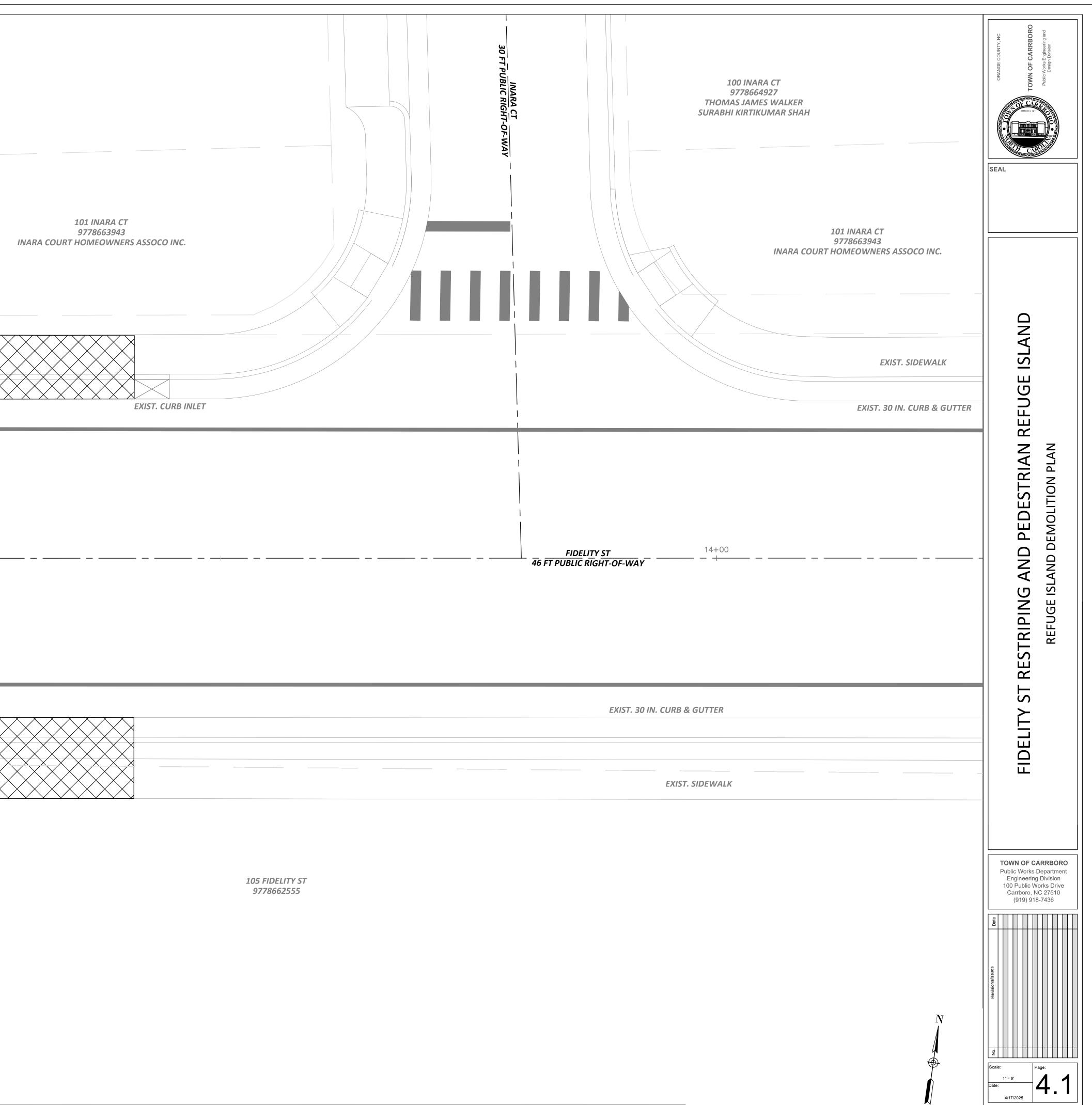


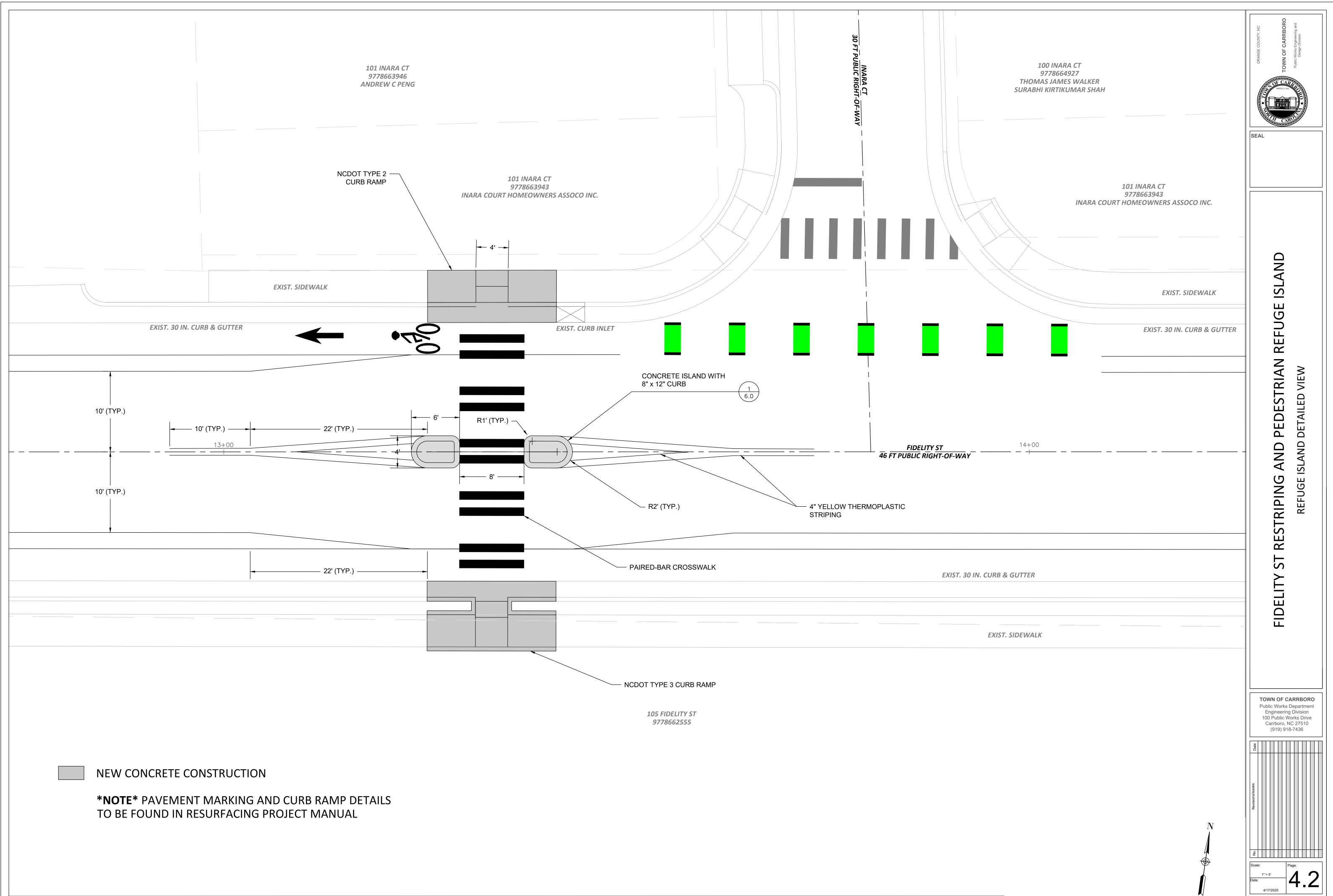




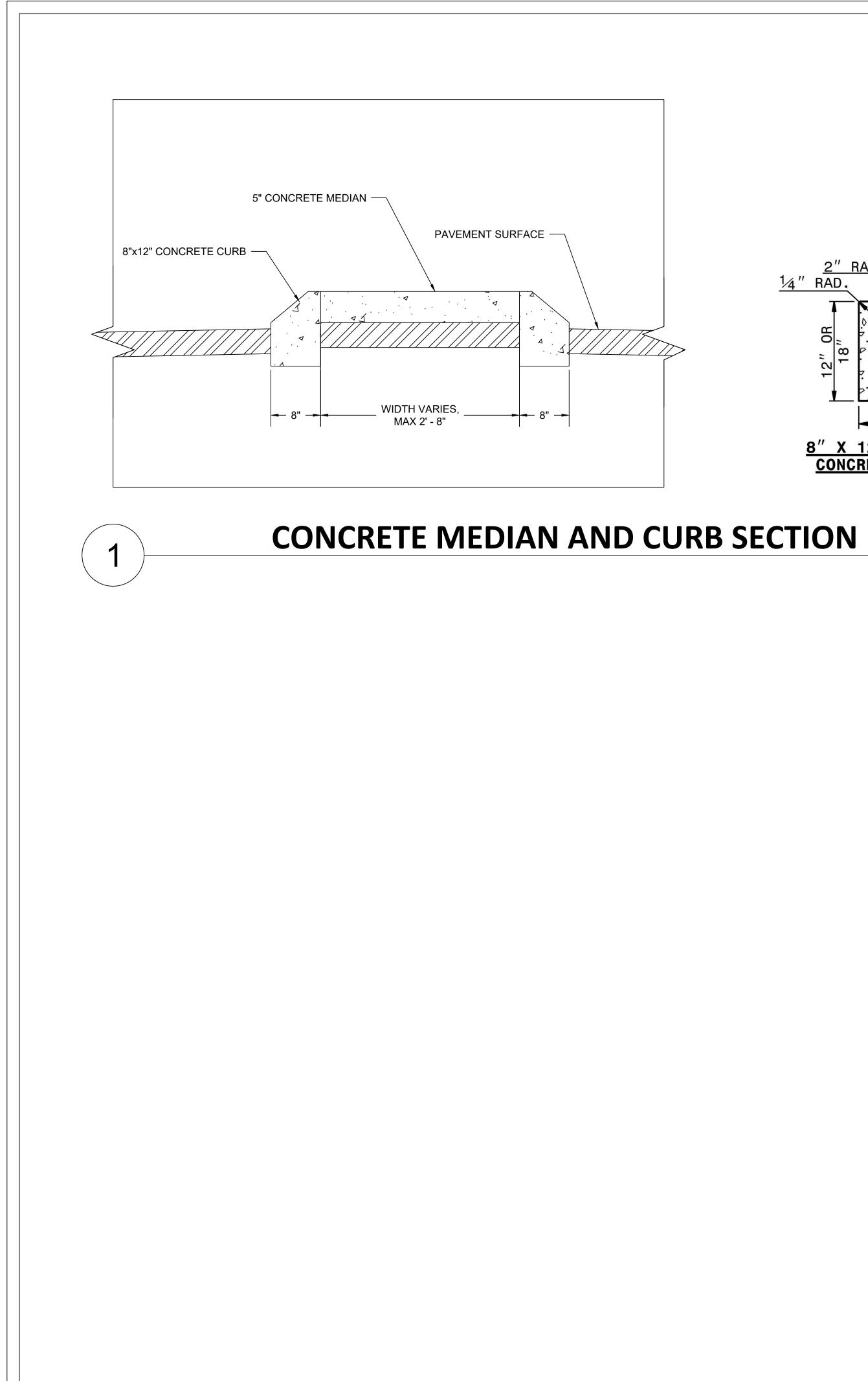
			101 INARA CT 9778663946 ANDREW C PENG	
		EXIST. SIDEWALK		
EXIST. 30	IN. CURB & GUTTER			
	13+00			
DEMOLISH				

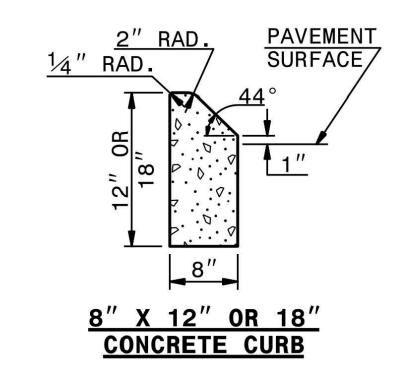




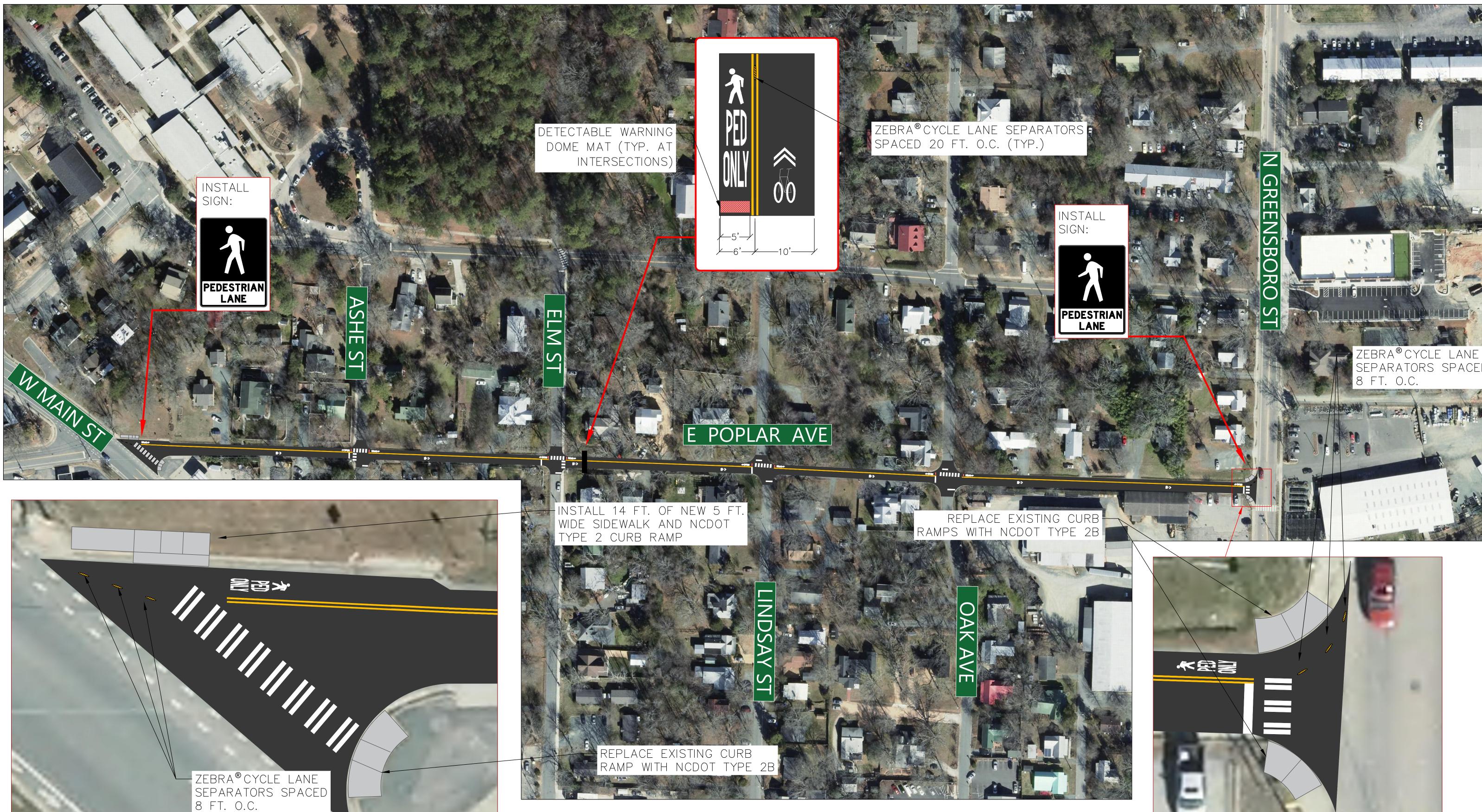


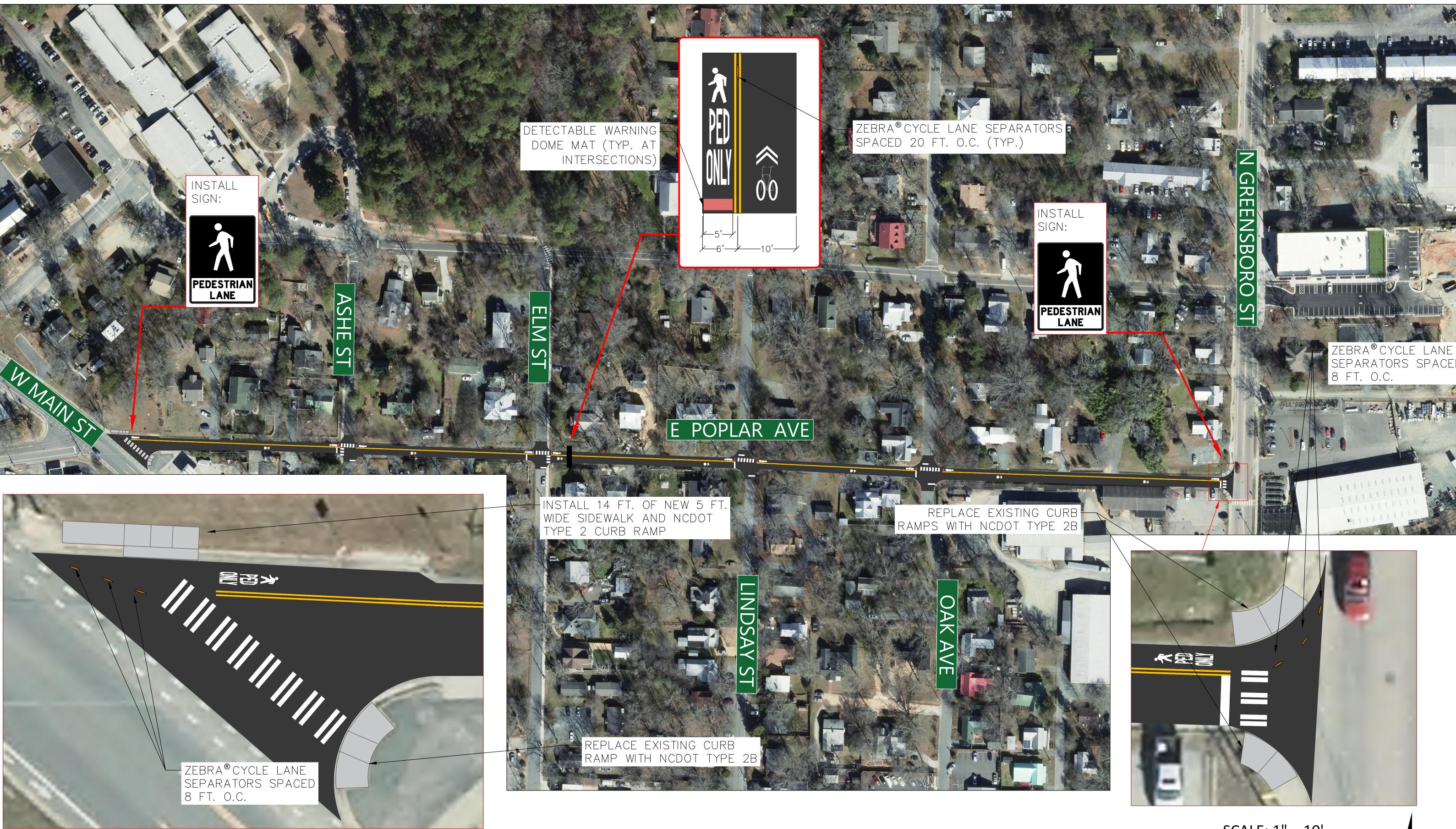










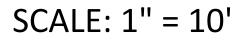


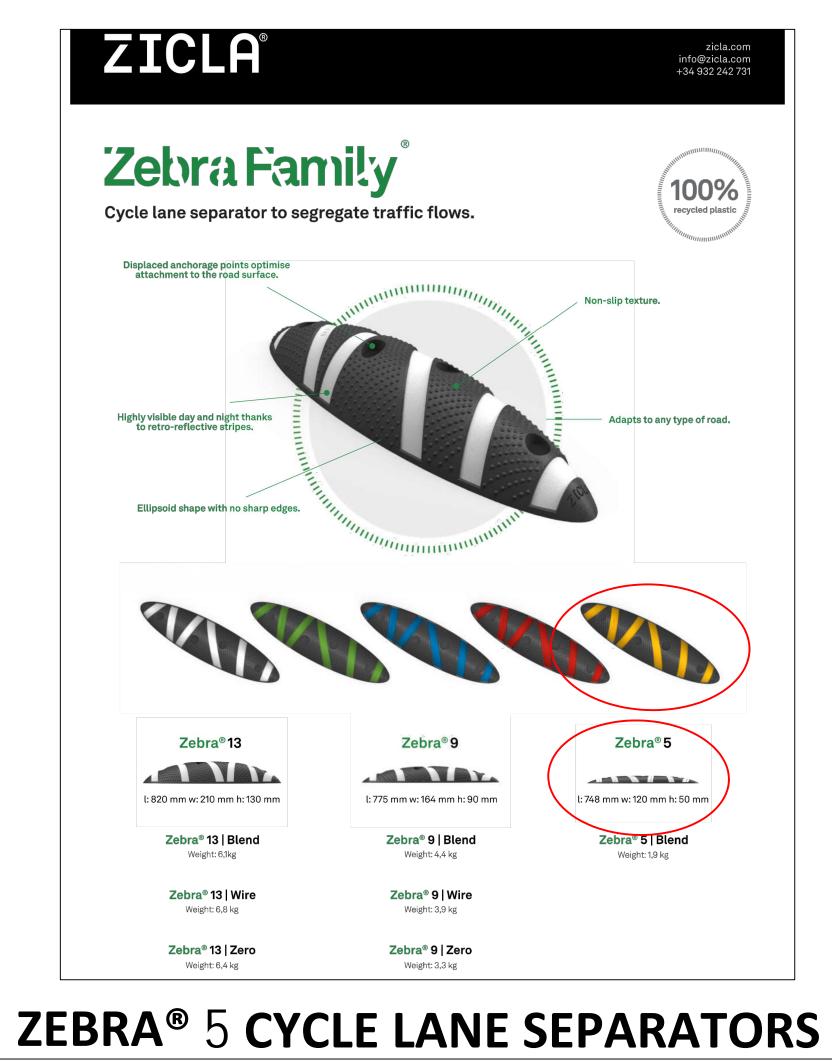
SCALE: 1" = 10'

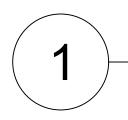
NOTE: STREET NOT AVAILABLE FOR RESURFACING UNTIL SEPTEMBER 1, 2025, AFTER COMPLETION OF OWASA PIPE REPLACEMENT PROJECT

PROPOSED STRIPING PLAN CARRBORO - E POPLAR AVE

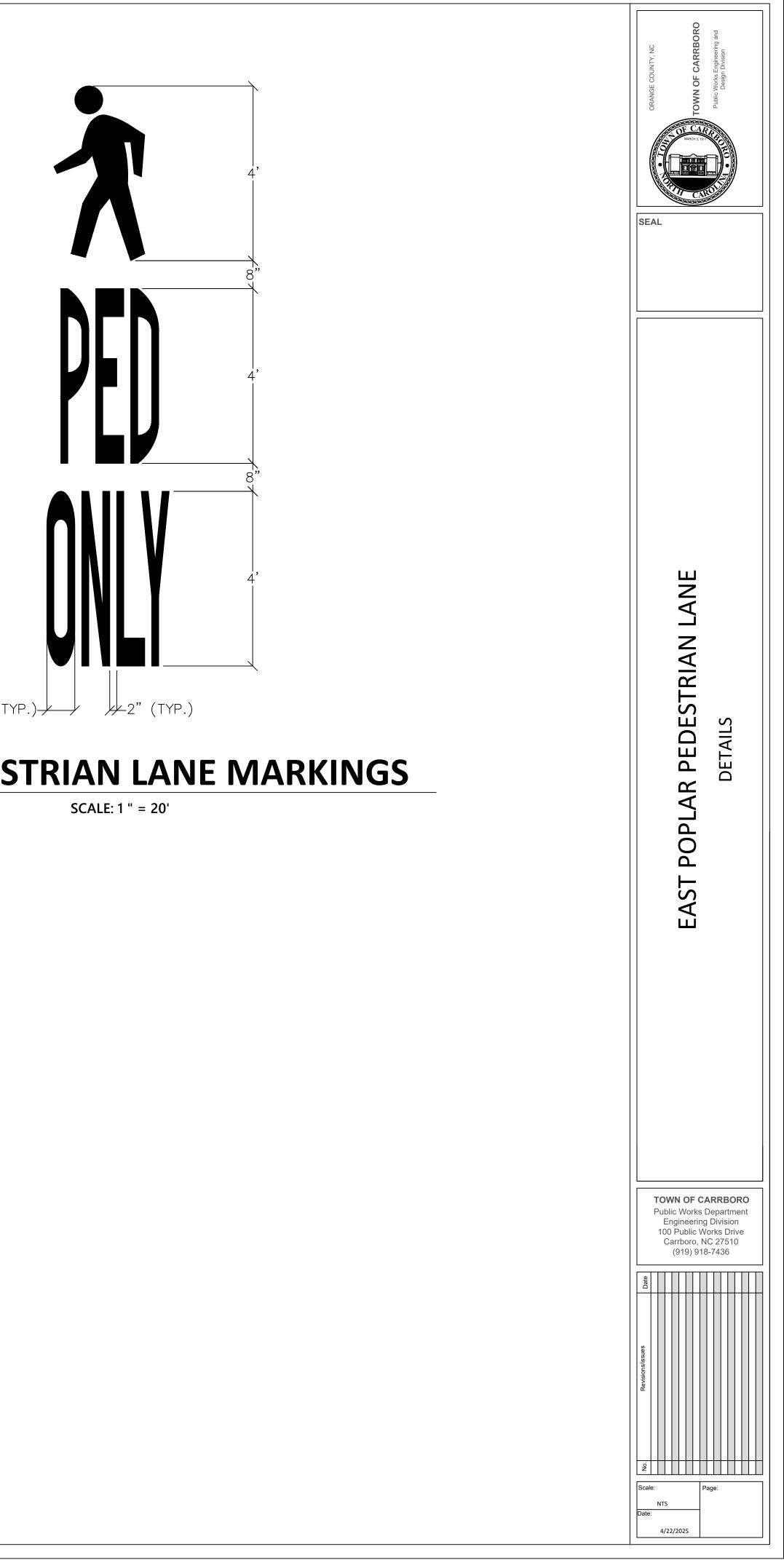
SCALE: 1" = 75'

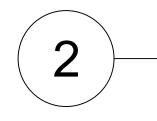


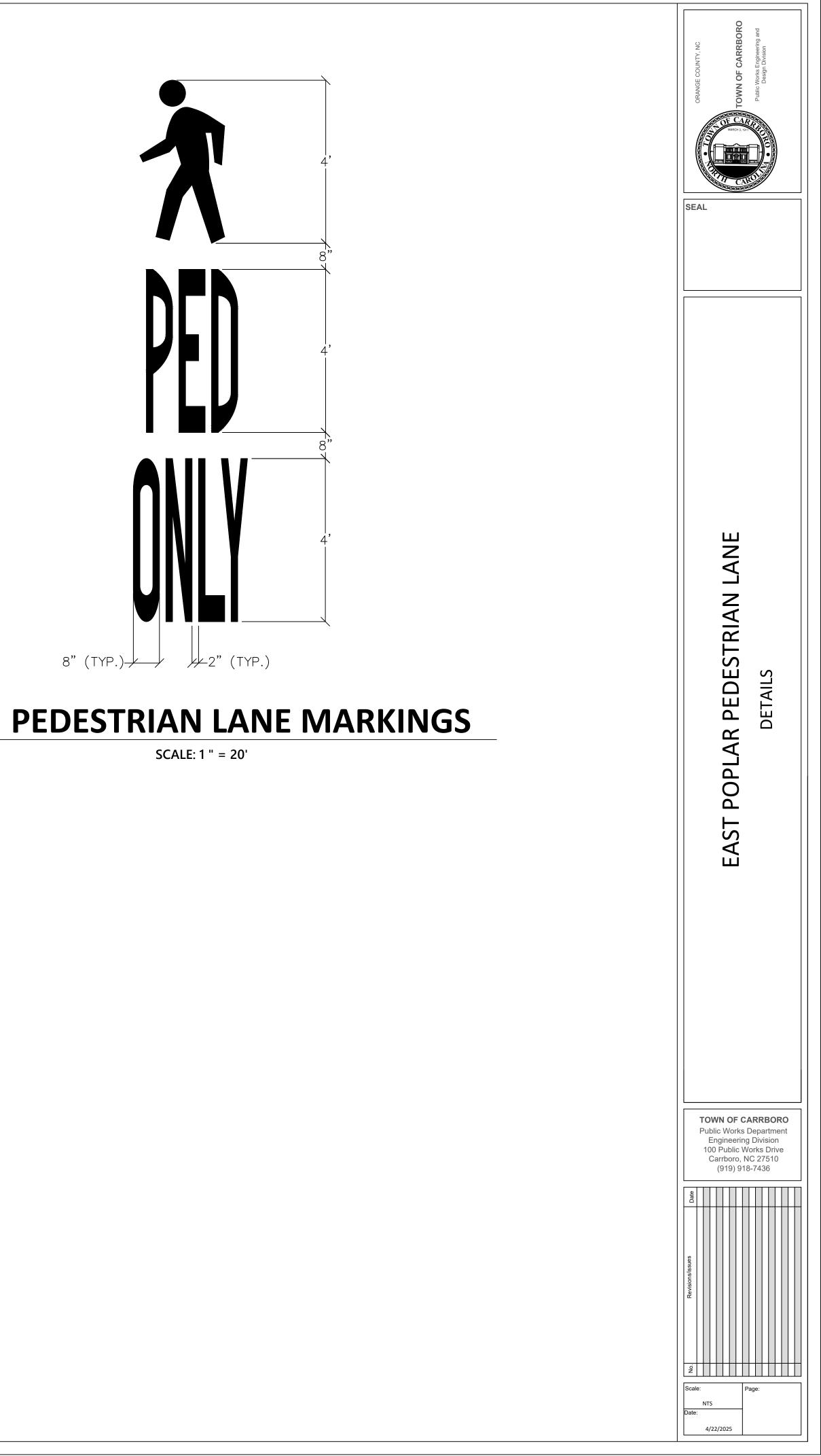




SCALE: NTS







ZICLA®

User's Manual Zebra P44

7. Installation process

- P-45 Anchor system
- P-46 Mechanical anchors
- P-47 Chemical anchors

User's Manual Zebra

P45

7.1. Anchor system

ZICLA°

Proper installation of ZEBRA separators is essential for guaranteeing durability and fulfilment of the element's function, so it is therefore important to select the proper anchors and resin for installation.

A series of mechanical criteria must be considered before selecting the proper anchor. Separation elements must withstand the impact and friction of vehicles. As the separators are anchored to the pavement, load weight is transferred to the ground through these bolts, making it essential for both the fasteners and the road surface to be able to absorb these strains.

ZICLA's experience, after having installed more than 50,000 ZEBRA cycle lane separator elements between 2008 and 2014, has shown

that chemical anchors offer better results, regardless of the type of pavement or road surface and the conditions it is in. Expanding metal anchor bolts, on the other hand, are only suitable for concrete surfaces.

Plastic mechanical anchors offered poor results in nearly all instances.

Anchor technology has reached a sufficient point of development to provide a solution to any anchoring need under any conditions. Anchor bolts are available in a wide variety of models and prices.

User's Manual Zebra

P45

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A RESOLUTION FOR AWARDING THE CONTRACT FOR THE 2025 STREET RESURFACING POJECT

WHEREAS, the Town received four (4) bids for the 2025 Street Resurfacing project

WHEREAS, bidding and advertising were performed in compliance with state and federal requirements including steps taken to reach Historically Underutilized Businesses (HUBs); and,

WHEREAS, staff have identified Daniels, Inc.of Garner as the lowest cost, responsive and responsible bidder and recommend that they be awarded the contract;

NOW, THEREFORE, BE IT RESOLVED that the Carrboro Town Council authorizes the Town Manager to award Daniels, Inc. of Garner the contract for the 2025 Street Resurfacing Project in the amount of \$723,806.50.

This the 17th day of June in 2025.



Town of Carrboro

Agenda Item Abstract

File Number: 25-054

Agenda Date: 6/17/2025 In Control: Town Council Version: 1 File Type: Consent Agenda

Request to Authorize the Town Manager to Enter into a Global Capital Agreement to Continue to Receive Orange County Transit Funds

PURPOSE: To request that the Town Council authorize the Town Manager to enter into a Global Capital Agreement with Orange County, GoTriangle and the TWPO to receive Transit Tax Revenue funds for approved capital projects during Fiscal Year 2026.

DEPARTMENT: Planning

COUNCIL DIRECTION:

____Race/Equity _____Climate ___X__Comprehensive Plan ___X__Other

The Transportation and Mobility Chapter of the Carrboro Comprehensive Plan includes a number of goals, strategies and projects intended to improve the multimodal network by increasing transit service and ridership and growing the bike-ped network to support transit use.

INFORMATION: In May 2023, the Town Council received an update on changes to the administrative structure for the Orange County Transit Plan, with county staff taking over certain aspects of implementing the plan from Triangle West TPO. The process involved the adoption of new agreements for all agencies participating in regional transit planning through a comprehensive participation agreement (<u>Town of Carrboro - Meeting of Town Council on 5/23/2023 at 7:00 PM <https://carrboro.legistar.com/MeetingDetail.aspx?</u> <u>ID=1088373&GUID=64B42A7D-0932-4141-8174-42CB702EC7DC&Options=info[&Search=transit></u>). Beginning with FY25, agencies have also been required to adopt an annual global operational/capital agreement to receive funds on pre-approved service/projects via a reimbursement process (<u>Town of Carrboro - Meeting of Town Council on 6/18/2024 at 7:00 PM <https://carrboro.legistar.com/MeetingDetail.aspx?ID=1157057&GUID=C4AEC761-C4F6-4868-ABD3-6A7E76D0EBCC&Options=info[&Search=transit+plan>).</u>

The schedule for adopting the annual global capital agreement provides an opportunity to add new projects, remove completed projects and update information relating to project budget and schedules as may be needed.

FISCAL IMPACT: There is currently approximately \$2,409,500 of Orange County Transit Tax Revenue funding allocated to the Town for specific capital projects, including but not limited to the Phase 1 of the Morgan Creek Greenway, the South Greensboro Street Sidewalk and the Estes Drive Bike-Ped Improvements. This includes approximately \$1,956,220 available for FY2026. Transit funds may be used toward the 20-percent local match required for federal transportation funds. There is no additional budgetary impact associated with this item.

RECOMMENDATION: Staff recommends that the Town Council authorize the Town Manager to enter into the Global Capital Funding Agreement for Capital and Infrastructure for FY2026, subject to Town Attorney review and approval.

A RESOLUTION AUTHORIZING THE CARRBORO TOWN MANAGER TO ENTER INTO A GLOBAL AGREEMENT FOR CAPITAL AND INFRASTRUCTURE WITH ORANGE COUNTY, GOTRIANGLE, AND THE TRIANGLE WEST TRANSPORTATION PLANNING ORGANIZATION TO RECEIVE ORANGE COUNTY TRANSIT REVENUES

WHEREAS, the Town of Carrboro has a longstanding and extensive commitment to multimodal transportation, including local and regional public transit systems, and shorter routes and more frequent service; and,

WHEREAS, in 2023, Durham and Orange counties engaged consultant services to update the governance documents relating to the administration and implementation of the county transit plans; and

WHEREAS, the Town of Carrboro has been allocated Orange County Transit funds for bike/ped infrastructure capital projects to improve access to transit service; and

WHEREAS, the updated agreement structure requires all participating Orange County organizations to enter into a Comprehensive Participation Agreement (CPA) and Global Agreement with Orange County, GoTriangle and the TWTPO to receive transit tax revenues for operational and/or capital projects through a reimbursement process.

NOW, THEREFORE BE IT RESOLVED by the Carrboro Town Council that the Council authorizes the Carrboro Town Manager to enter into a Global Capital Funding Agreement for Capital and Infrastructure – Orange County Transit FY2026 with Orange County, GoTriangle and the TWTPO for the purpose of receiving Orange County Transit Plan funds for transportation capital projects.

This is the 17th day of June in the year 2025.



Town of Carrboro

Agenda Item Abstract

File Number: 25-055

Agenda Date: 6/17/2025 In Control: Town Council Version: 1 File Type: Consent Agenda

Adoption of Proposed Ordinance Amendments

PURPOSE: The purpose of this agenda item is to amend several portions of the Town's Code of Ordinances, incorporating best practices from peer municipalities and recommendations from Town staff for ease of implementation and use.

DEPARTMENT: Town Manager's Office / Parks & Recreation / Fire Department

COUNCIL DIRECTION:

____Race/Equity _____Climate X Comprehensive Plan X Other

- Public Alcohol Consumption Amendment this amendment promotes the Comprehensive Plan goals enhancing recreational opportunities through providing additional available spaces for events to be held involving alcohol, subject to Town policies.
- Smoking and Vaping Amendment this amendment promotes the Comprehensive Plan goals enhancing safe access to parks and recreational facilities by placing restrictions on the outdoor use of physical and electronic tobacco products, as well as provisions for their regulated use in designated areas.
- Fire Code Amendment this amendment promotes general goals in fire prevention and overall public safety through outlining prohibited circumstances for outdoor burning, and specific circumstances and conditions under which outdoor burning is permissible.

INFORMATION:

- Public Alcohol Consumption Amendment this amendment adds the Drakeford Library Complex to the list of Town-owned properties eligible to hold events at which alcohol may be served subject to Town policies.
- Smoking and Vaping Amendment this amendment adds specific language regulating the use of electronic nicotine delivery devices within Town buildings, as well as new language applying smoking and vaping restrictions to outdoor areas such as parks, playgrounds, and partially-enclosed outdoor structures.
- Fire Code Amendment this amendment adds language outlining the definition of a fire code violation under state law and Town ordinances, with additional language defining the parameters of permissible versus prohibited outdoor burning.

FISCAL IMPACT:

Town of Carrboro

- Public Alcohol Consumption Amendment this amendment may incur some fiscal or staff costs in the event of damages or other disturbance to the Drakeford Library Complex property in relation to the serving of alcohol. The Town may derive some additional revenues from expanding the variety of events that can be held in rented Complex spaces.
- Smoking and Vaping Amendment this amendment may incur some costs related to enforcement and placement of appropriate signage indicating smoking or non-smoking zones.
- Fire Code Amendment this amendment may incur some staff costs as the Fire Department dedicates resources to educating residents on changes in policies and potentially increased compliance actions as new language delineates what is and is not permissible.

RECOMMENDATION:

- Public Alcohol Consumption Amendment it is recommended that the Council **PASS** this amendment to expand the available spaces for events involving alcohol consumption on Town property. This serves to increase the variety and availability of programming to members of the public.
- Smoking and Vaping Amendment it is recommended that the Council **PASS** this amendment to expand restrictions on the use of tobacco and electronic nicotine delivery products on Town property. Extending these restrictions to outdoor properties serves to promote public health and protect vulnerable populations from exposure to secondhand smoke and irritants. Additionally, providing the Town Manager with the ability to designate areas for smoking mitigates the exclusion of smoking individuals from common spaces by providing specific parameters for smoking and vaping.
- Fire Code Amendment its is recommended that the Council **PASS** this amendment to amend the Town's Fire Code. The proposed revisions serve a clarifying purpose that will improve ease of understanding and compliance for residents and Fire Department officials alike. The specificity of permitted burning practices provides the Department with clear reference material for compliance actions, while also giving residents clearer guidelines on how to remain in compliance. The amendment would also support general fire prevention efforts through reducing instances of hazardous or potentially hazardous open flames.

CHAPTER 5

GENERAL OFFENSES

ARTICLE I - HOUSING DISCRIMINATION PROHIBITED

Section 5-1	Definitions			
Section 5-2	Housing Discrimination Prohibited			
Section 5-3	Specific Discriminatory Practices			
Section 5-4	Housing Discrimination by Banks			
Section 5-5	Exemptions			
Sections 5-6 through 5-10 Reserved				

ARTICLE II - MISCELLANEOUS

Section 5-11	Noise Generally
Section 5-12	Particular Noise
Section 5-12.1	Motor Vehicle Noises
Section 5-13	Discharge of Firearms and Air Rifles
Section 5-14	Operation of Public Enterprise Without Franchise
Section 5-15	Limitation on Campaign Contributions for Town Offices
	(Amend. 7/12/23)
Section 5-16	Public Urination and Defecation Prohibited
Section 5-17	Begging or Soliciting Alms by Intimidation
Section 5-18	Consumption of Malt Beverages or Unfortified Wine on Public
	Property and Possession of Open Containers of Malt Beverages
	or Unfortified Wines on Public Property Prohibited
Section 5-19	Fences Required Around Outdoor Pools
Section 5-20	Application of Nutrients to Two Acres or More of Land Area
Section 5-21	Penalties and Remedies (Amend. 10/11/22)

ARTICLE III - WATER CONSERVATION RESTRICTIONS

Section 5-22	Purpose
Section 5-23	Definitions
Section 5-24	Waster Waste Prohibited
Section 5-25	Year-Round Requirements: Exterior Use
Section 5-26	Year-Round Requirements: Interior Use
Section 5-27	Year-Round Policy and Practice
Section 5-28	Determination by OWASA of a Water Supply Shortage or Emergency
Section 5-29	Required Actions Under Water Supply Shortage or Emergency Conditions

ARTICLE IV – ILLICIT DISCHARGES INTO AND CONNECTIONS TO STORM SEWER SYSTEM

Section 5-30PurposeSection 5-31Definitions (Amend. 5/3/22)Section 5-32Illicit Discharges Prohibited (Amend. 5/3/22)Section 5-33Illicit Connections ProhibitedSection 5-34Inspections (Amend. 5/3/22)Section 5-35Enforcement (Amend. 5/3/22)

Article I

HOUSING DISCRIMINATION PROHIBITED

Section 5-1 Definitions

Unless otherwise specifically provided, or unless otherwise clearly indicated by the context, the words and phrases defined in this section shall have the meaning indicated when used in this article.

(1) Dwelling. Any building, structure or portion thereof that is occupied or designed or intended for occupancy as a residence by one or more families, and any vacant land that is offered for sale or lease for the construction thereon of any such building or structure.

(2) To Rent. To lease, to sublease, to let and otherwise to grant for a consideration the right to occupy premises not owned by the occupant.

(3) Discrimination. Any direct or indirect act or practice of exclusion, distinction, restriction, segregation, limitation, refusal, denial or any other act or practice of differentiation or preference.

(4) Housing Opportunity. Any opportunity to purchase, rent, or otherwise acquire any real property or any interest in real property for residential purposes.

Section 5-2 Housing Discrimination Prohibited

No person may engage in any act, practice, activity or procedure that is intended to or that does result in discrimination based on race, color, religion, sex, or national origin in connection with the provision of housing opportunities. This provision specifically includes, but is not limited to, real estate brokers, agents, and salespersons.

Section 5-3 Specific Discriminatory Practices

Without limiting in any way, the generality of Section 5-2, it shall be specifically unlawful for any person, either on that person's own behalf or as agent for another to:

(1) Refuse to sell or rent or otherwise make unavailable or deny a dwelling to any person because of race, color, religion, sex or national origin.

(2) Discriminate against any person in the terms, conditions or privileges of sale or rental of a dwelling, or in the provision of services or facilities in connection therewith, because of race, color, religion, sex or national origin.

(3) Make, print or publish, or cause to be made, printed or published any notice, statement or advertisement, with respect to the sale or rental of a dwelling that indicates

any preference, limitation or discrimination bed on race, color, religion, sex or national origin, or an intention to make any such preference, limitation or discrimination.

(4) Represent to any person because of race, color, religion, sex or national origin that any dwelling is not available for inspection, sale or rental when such dwelling is in fact so available.

(5) Induce or attempt to induce any person to sell or rent any dwelling by representations regarding the entry or prospective entry into the neighborhood of a person or persons of a particular race, color, religion, sex or national origin.

Section 5-4 Housing Discrimination by Banks

Without limiting the generality of Section 5-2, it shall be specifically unlawful for any bank, building and loan association, insurance company or similar entity whose business includes the making of commercial real estate loans to deny a loan or other financial assistance to any person who applies for such a loan or assistance to purchase, construct, improve, or maintain a dwelling, or otherwise to discriminate against such person in the fixing of the amount, interest rate, duration, or other terms or conditions of such loan or assistance, because of:

(1) The race, color, religion, sex or national origin of such person or any person associated with them in connection with such loan or other financial assistance; or

(2) The race, color, religion, sex or national origin of the present or prospective owners, lessees, tenants, or occupants of the dwelling or dwellings in relation to which such loan or other financial assistance is to be made or given.

Section 5-5 Exemptions

The provisions of this article do not apply to:

(1) The rental of rooms or units in dwellings containing living quarters occupied or intended to be occupied by no more than four families living independently of each other, if the owner actually maintains and occupies one such living quarter at the owner's residence.

(2) A religious organization, association or society, or any nonprofit institution operated or controlled by or in conjunction with a religious organization, association or society, limiting the sale, rental or occupancy of dwellings which it owns or operates for other than a commercial purpose to persons of the same religion, or giving preference to such persons unless membership in such religion is restricted on account of race, color, sex or national origin.

(3) A private club not in fact open to the public, which as an incident to its primary purpose or purposes provides lodgings which it owns or operates for other than a

commercial purpose, limiting the rental or occupancy of such lodgings to its members or private preference to its members.

Sections 5-6 through 5-10 Reserved

Article II

MISCELLANEOUS OFFENSES

Section 5-11 Noise Generally

No person may authorize or cause the emission from any property or source under their control any noise that is both:

(1) Sufficiently loud to frighten or pose a danger to the health of or seriously disturb any person who:

a. If the noise emanates from a source located on private premises, is located on other premises (including other dwelling units or rented premises located on the same tract of land), or

b. If the noise emanates from a street or other public property, is located on private property or the street or other public property, and

(2) Louder, or of greater duration, or otherwise more disturbing than is reasonably necessary for the performance of some lawful public or private function, enterprise, operation, or activity.

Section 5-12 Particular Noise

The following are declared to be illustrations of noises prohibited under the foregoing section, and are hereby declared to be unlawful, but this list shall not be exhaustive:

(1) The playing of any radio, television, tape recorder, phonograph, or similar electronic device or any musical instrument so as to disturb the comfort, quiet or repose of persons in any place of residence or so as to interfere substantially with the operations of any church, school, theater, library or other similar place of assembly.

(2) The use of any drum, loudspeaker, or other amplification instrument or device for the purpose of attracting attention by the creation of noise to any performance, show, sale, display, advertisement of merchandise, or other commercial venture.

(3) Any party or assembly of persons in a dwelling unit or on residential premises producing loud and raucous noise after 11:00 p.m. that tend to disturb the comfort, quiet, or repose of persons in other dwelling units or on other residential premise. The person in possession of the premises where such a part or assembly of persons takes place shall be deemed responsible for the emission of loud and raucous noises under this subdivision.

(4) The operation or use of any of the following tools, machinery, or equipment, when such operation or use takes place (i) outside of a fully enclosed structure; and (ii) within

300 feet of a residentially occupied structure that is not in the possession of the party responsible for the noise at issue; and (iii) after sunset on any day or before 7:00 a.m. on any day except Sunday and before 12:00 noon on Sunday. However, this prohibition shall not apply when work must take place on an emergency basis for health or safety reasons, or when work is undertaken within a public street right-of-way by (i) a utility pursuant to an encroachment agreement, (ii) the Town, or (iii) the North Carolina Department of Transportation.

a. Earth moving or clearing power equipment.

b. Chain saws, brush cutters, woodchippers, or similar power equipment.

c. Power saws

d. Power driven hammers or jackhammers.

(5) The barking, howling, whining, crying, crowing, or other noise making of any animal that occurs essentially unabated for a period of at least five minutes on at least three occasions during the hours between 11:00 p.m. and 7:00 a.m.

Section 5-12.1 Motor Vehicle Noises

The following are illustrations of noises, produced in connection with the operation or use of motor vehicles, that are prohibited under Section 5-11 and are hereby declared to be unlawful, but this list shall not be exhaustive:

(1) The blowing of a horn on any motor vehicle except when the horn is used as a warning device.

(2) The operation of any motor vehicle without a muffler or with a muffler that is so defective or so designed that the vehicle emits an unusually loud noise.

(3) The operation of any motor vehicle so as to create unnecessary and unusual noise through the screeching of tires or racing of engines.

(4) The operation or use of a motor vehicle with amplified sound produced by a radio, tape player, compact disc player or other sound-making device or instrument within the motor vehicle such that the sound is plainly audible at a distance of 100 feet or more from the motor vehicle.

Section 5-13 Discharge of Firearms and Air Rifles

(a) Subject to subsection (b), no person may discharge any pistol, rifle, shotgun, or other gun or any air pistol, slingshot or any like instrument used to eject a pellet or projectile within the Town limits.

(b) Subjection (a) shall not apply to private citizens acting in justifiable defense of persons or property or pursuant to the lawful directions of a police officer nor to police officers acting in the lawful performance of their duties.

(c) No parent of a child or any person who stands in the relationship of a parent to a child may knowingly permit such child to violate subsection (a).

Section 5-14 Operation of Public Enterprise Without Franchise

Except as otherwise provided by law, no person may operate within the Town any public enterprise, as defined in G.S. 160A-311, without first obtaining a franchise from the Town, nor may any person continue to operate such public enterprise after the expiration of such franchise.

Section 5-15 Limitation on Campaign Contributions for Town Offices

(a) No person, political committee, or other entity may contribute to any candidate for the office of Mayor or any candidate for the office of Council Member any money or in-kind contribution in any election (regular or special) in excess of \$250.00.

(b) The definitions in Article 22A of Chapter 163 of the General Statutes apply to the provisions of this section. In addition, as used herein, the word "candidate" also means a political committee authorized by the candidate for that candidate's election.

(c) The provisions of this section do not apply to contributions made by a candidate or a candidate's spouse, domestic partner registered with a government agency, parents, or siblings.

(d) The provisions of this section are authorized and shall be interpreted in accordance with Sections 2-8 and 2-9 of the Town Charter, as established by Chapter 97 of the 2008 Session Laws.

(e) The provisions of this section shall expire 60 days prior to the opening of filing for the 2025 regular Town election, except that such expiration will not make lawful any contribution made before that date that is in violation of this section. (*amend*. 7/12/23)

Section 5-16 Public Urination and Defecation Prohibited

Except in designated water closets or toilet facilities, it shall be unlawful for any person to urinate or defecate on any public place, sidewalk, street, alleyway or right-of-way, or in any public building, or on private property. Having the permission of the owner or person in lawful possession shall constitute an affirmative defense to the charge of urinating or defecating on private property.

Section 5-17 Begging or Soliciting Alms by Intimidation

(a)Except when performed in the manner set forth in subsection (b), it shall not be unlawful to beg or solicit alms or contributions.

(b)It shall be unlawful for any person to ask, beg or solicit alms or contributions, or exhibit oneself for the purpose of begging or soliciting alms or contributions with the intent to intimidate another person into giving money or goods.

(c) For purposes of this section, "ask, beg or solicit" shall include, without limitation, the spoken, written or printed word or such other acts as are conducted in furtherance of the purpose of obtaining alms or contributions.

(d)For purposes of this section, "intimidate" shall be defined as conduct which would cause a reasonable person to fear imminent bodily harm and cause such person to do something that the person would not otherwise have done.

Section 5-18 Consumption of Malt Beverages or Unfortified Wine on Public Property and Possession of Open Containers of Malt Beverages or Unfortified Wines on Public Property Prohibited

(a) No person may consume malt beverages or unfortified wines or possess open containers of malt beverages or unfortified wines on any property owned or occupied by the Town, except that this prohibition does not apply to:

(1)Social or other events at the Town Hall, Century Center, Drakeford Library Complex or Town Commons that are sponsored by the Town or authorized by the Town pursuant to applicable policies for the reservation and use of such facilities; or

(2)The sampling of malt beverages or unfortified wines at the Town Commons during the regular operating hours of the Farmers' Market, so long as (1) the samples offered do not exceed one ounce, (2) the samples are offered by a market vendor that either produced the malt beverages or wine or grew the grapes that made the wine, (3) the samples are offered in connection with the sale of such malt beverages or wine by the bottle, (4) malt beverages or unfortified wines are not sold by the glass for consumption on site, and (5) the vendor has all appropriate ABC licenses or permits authorizing this activity.

(b) For purposes of this section, the following terms shall have the meaning indicated:

Malt Beverage. Beer, lager, malt liquor, ale, porter, or any other brewed or fermented beverage--containing at least one-half of one percent (0.5%), and not more than six percent (6%), alcohol by volume.

Unfortified Wine. Wine that has an alcoholic content produced only by natural fermentation or by the addition of pure cane, beet, or dextrose sugar, and that has an alcoholic content of not more than seventeen percent (17%) alcohol by volume.



Open Container. A container whose seal has been broken or a container other than the manufacturer's unopened original container.

Property owned or occupied by the Town. This includes all public streets, sidewalks, bikeways, and other public rights-of-way, as well as the Town Hall property, public works facility, all Town parks, and all other properties owned or occupied by the Town of Carrboro.

Section 5-19 Fences Required Around Outdoor Pools

(a) The provisions of Appendix D of Volume 7 of the North Carolina State Building Code, entitled "Swimming Pools, Spas and Hot Tubs," as the same exist on July 1, 1997, or are thereafter amended, are incorporated herein by reference and hereby adopted.

(b)The provisions referenced in subsection (a) shall apply to all outdoor swimming pools, spas, and hot tubs (as those terms are defined in the referenced regulations) located within the corporate limits of the Town, regardless of whether such pools, spas, and hot tubs are located on single-family, two-family, multi-family, or non-residential property and regardless of whether the same are existing on or constructed after the effective date of this ordinance.

(c) The building inspector may approve barriers that exist on the effective date of this ordinance to the extent that such barriers substantially comply with the specifications set forth in Appendix D or provide substantially equivalent protection to such specifications.

Section 5-20 Application of Nutrients to Two Acres or More of Land Area

(a) No person may apply nutrients, including fertilizer, bio solids, or compost, to any land area that exceeds two acres in size, or cause, suffer, or permit the application of such nutrients to any land area that exceeds two acres in size under the control of such person, unless:

(1)The person who applies the nutrients has attended and completed nutrient management training as described in subsection (b) of this section or works under the direct supervision of someone who has attended and completed such training; or

(2)The nutrients are applied in accordance with a nutrient management plan prepared and approved as provided in subsections (c) or (d) of this section.

(b) In order to satisfy the requirements of this section by nutrient management training, a person must complete training provided by either the North Carolina Cooperative Extension Service or the North Carolina Division of Water Quality and obtain a certificate from the training entity to that effect. Training shall be sufficient to provide participants with an understanding of the value and importance of proper management of

nitrogen and phosphorus, and the water quality impacts of poor nutrient management, and the ability to understand and properly carry out a nutrient management plan. Training certificates must be kept at the site of the nutrient application or be produced within 24 hours of a request by the Town.

(c) For pasture and cropland, a nutrient management plan developed to satisfy the requirements of this section shall be approved by the North Carolina Cooperative Extension Service.

(d) For land besides pasture and cropland, including but not necessarily limited to residential, commercial, and recreational turf, a nutrient management plan developed to satisfy the requirements of this section can be approved by the North Carolina Cooperative Extension Service. Alternatively, a nutrient management plan developed to satisfy the requirements of this section can be prepared in accordance with the guidelines set forth in the most current edition of one or more of the following publications as applicable and approved by the Town:

(1) Organic Lawn Care: A Guide to Lawn Maintenance and Pest Management for North Carolina, Water Quality and Professional Lawn Care, Water Quality and Home Lawn Care, or Carolina Lawns: A Guide to Maintaining Quality Turf in the Landscape published by the North Carolina Cooperative Extension Service (NCCES publication numbers AG-562, WQWM-155, WQWM-151, and AG-69 respectively).

(2) Water Quality for Golf Course Superintendents and Professional Turf Managers, published by the North Carolina Cooperative Extension Service (NCCES publication numbers WQWM-156).

(3) Other publications establishing appropriate guidelines for nutrient application promulgated by universities or governmental agencies.

(e) A nutrient management plan that is based on guidelines contained in the publications referenced in subsection (d)(1)-(d)(3) shall at a minimum document whether or how the following nutrient management plan components are considered to ensure appropriate management practices are employed to minimize the risk of over application and excessive loss of nutrients to surface waters.

(1) Map of application area.

(2) Choice of grasses and fertilizer.

(3) Soil testing: timing, map of where samples are taken, sampling procedures, results.

(4) Coring and aerification.

(5)Application rates of nitrogen, phosphorus, potassium, and/or iron in pounds per square foot, including adjustments for steeper slopes and areas near drainageways (streams, ditches, swales, and runoff conveyances) and impervious surfaces.

(6)Timing of application.

(7)Recycling of grass clippings.

(8)Type of spreader (gravity or centrifugal).

(9)Name and contact information of applier.

(0) Reference document(s) used to develop the plan

Records shall be kept and updated annually to document the actual implementation of these components. Nutrient quantities stored and applied shall be documented via sales receipts or similar records.

(f) Landowners and other individuals applying nutrients to areas less than two acres in size are encouraged to adopt management practices to reduce the risk of surface water impacts and apply nutrients at rates recommended by the North Carolina Cooperative Extension Service.

Section 5-21 Penalties and Remedies

(a) A violation of any of the provisions of this chapter, other than Section 5-15, shall subject the offender to a civil penalty of \$25.00 for the first offense, \$50.00 for the second offense within a 30-day period, and \$100.00 for the third or any additional offense that occurs within any 30-day period. A violation of the provisions of Section 5-15 shall subject the offender to a civil penalty in the amount by which the contribution exceeds \$250.00. If a person fails to pay this penalty within 10 days after being cited for a violation, the Town may seek to recover the penalty by filing a civil action in the nature of debt.

(b)A violation of the provisions of Article IV of this chapter shall subject the offender to a civil penalty of up to five thousand dollars (\$5,000.00). In determining the amount of the civil penalty assessment, the administrator shall consider the following factors, and the decision levying a civil penalty shall cite those factors deemed applicable:

(1)The degree and extent of harm to the natural resources of the Town, to the public health, or to private property resulting from the violation;

(2)The duration and gravity of the violation;

(3)The cost to the violator or others of rectifying the damage;

(4) The amount of money saved by the violator by noncompliance;

(5) Whether the violation was committed willfully or intentionally, negligently, or as the result of an unforeseeable or unavoidable accident;

(6) Whether the violator promptly ceased the violation upon notice by the Town and took whatever steps were reasonably possible to limit or correct any damage caused by the violation;

(7) The prior record of the violator in complying or failing to comply with the provisions of Article IV of this chapter;

(8) The cost to the Town of the enforcement procedures;

(9) Whether the civil penalty is levied for a single day's violation or a single event or whether it is levied on a daily basis for a continuing violation, as authorized under subsection (d) below. Civil penalties levied on a daily basis may cumulatively exceed the \$5,000.00 cap set forth in this subsection.

(c) The Town may seek to enforce this chapter through any appropriate equitable action.

(d) Each day that a violation continues after the offender has been notified of the violation shall constitute a separate offense.

(e) The Town may seek to enforce this chapter by using any one or a combination of the foregoing remedies.

(f) Complaints regarding alleged violations of the provisions of Subsection 5-12(4) (which deal with construction noise) may be filed with the police department or with the Town Manager or the Town Manager's designee (other than a member of the police department). Complaints filed with the Town Manager or the Town Manager's designee shall be referred to the police department. The police department shall investigate such complaints and take such action as is warranted by the results of that investigation.

Article III

WATER CONSERVATION RESTRICTIONS

Section 5-22 Purpose

The purpose of this article is to:

(1) Reduce the rate of increase in overall water use through year-round water conversation practices that will help maximize the community's existing and planned water supply sources and help reduce seasonal peak day demands that result in the need for costly expansion of water treatment, storage, and transmission facilities. Such yearround practices shall include:

a. Reducing the indoor water waste by encouraging the installation and maintenance of ultra-low flow toilets, faucet aerators, low-flow showerheads and similar devices, as well as other creative and commonsense indoor conservation practices.

b. Reducing irrigation and irrigation-related water waste without sacrificing landscape quality through the cultivation of lower water use plants; improved landscape design and planting practices; more efficient watering practices; and improved irrigation system design and maintenance.

c. Increasing the use of non-potable water, as permitted by appropriate public health regulations, for irrigation and other uses that do not require water of potable quality.

(2) Provide an orderly process for reducing community-wide water demands during periods of drought or other naturally occurring causes of water shortages; and

(3) Provide an orderly process for reducing community-wide water demands during periods of water shortages due to natural disaster (other than drought), major OWASA facilities failure, or other unexpected and sudden loss of water supply, treatment, or distribution capacity that constitutes a water supply emergency.

Section 5-23 Definitions

Unless otherwise specifically provided or unless otherwise clearly required by the context, the words and phrases defined below shall have the meaning indicated when used in this article:

(1) *Automatic Controller*. A mechanical or electronic device capable of operating an irrigation system and its component valve stations according to a pre-determined schedule of irrigation frequency and duration.

(2)*Cistern*. A tank or container, typically located underground, for the storage and subsequent reuse of rainwater collected from rooftops or other impervious surfaces that would have otherwise evaporated or drained off the premises.

(3)Drip Irrigation. The application of irrigation water through drip emitter devices at low pressure, volume, and velocity near or at ground level in order to minimize runoff and evaporative losses. Drip irrigation emitters are typically used for irrigating non-turf vegetation and release water in the range of 0.04 to 0.40 gallons per minute.

(4)Even-Numbered Properties. Properties with street addresses that end in evennumbered digits, or other properties so designated for purposes of these Standards through special arrangements with OWASA.

(5)*Graywater*. Wastewater removed from household wash basins, bathtubs, or showers. Graywater may only be reused in accordance with practices approved by applicable regulatory agencies.

(6)*Hand Watering*. The application of water for irrigation purposes through a handheld hose or watering container.

(7)*Harvested Water*. Precipitation or irrigation runoff collected, stored and available for reuse for irrigation purposes.

(8)Irrigation System. Any permanently installed system of pipes, hoses, or other conveyance devices and appurtenances that provides water to living plant material through spray heads or other emission devices located at, above, or below the ground surface. For the purposes of these Standards, a sprinkler, soaker hose, or other device connected to its water source via a moveable above-ground garden hose is not considered to be an irrigation system.

(9)Landscape Area. That portion of a parcel that contains turf or non-turf vegetation.

(1) Low-Precipitation Bubbler. An irrigation head which typically operates within six inches of ground level and delivers water at a rate of less than 0.45 gallons per minute within a radius of less than two feet of the head. Low-precipitation bubblers are typically used for irrigating non-turf vegetation.

(2) *Micro Spray*. The application of irrigation water through small, low volume sprayer heads in order to minimize runoff losses. Micro sprays are typically used for irrigating non-turf vegetation. Individual micro spray heads typically operate less than 12 inches above ground level and typically deliver water in the range of 0.10 to 0.50 gallons per minute within a radius of five feet or less of the head.

(3) *Mulch*. A protective covering of organic material, such as sawdust, wood chips, compost, or other vegetative matter, spread on the ground to reduce evaporation and increase water retention.

(13) Odd-Numbered Properties. Properties with street addresses that end in odd numbered digits, or other properties so designated for the purposes of these Standards through special arrangements with OWASA.

(14) Overall Water Demand. The total water demand for any given month, as projected by OWASA.

(15) OWASA. The Orange Water and Sewer Authority.

(16) Potable Water. Treated water provided by OWASA that is suitable for drinking, cooking, and other domestic use. Water that is collected indoors in containers from indoor faucets or spigots that would otherwise be discharged into drainpipes while a user awaits the warming of the water for dishwashing, other washing, shaving, bathing, or showering is not considered to be potable water for the purposes of these Standards.

(17) Precipitation Rate. The amount of water applied per unit of time, usually expressed in inches per hour.

(18) Public Purpose Athletic or Recreational Field. An athletic or recreational field owned or leased by a public or not-for-profit entity and which is (i) operated for the use of the public pursuant to general invitation, and (ii) not operated for the purpose of profit. For purposes of this definition, a golf course is not considered to be a public purpose athletic field or recreational field.

(19) Public Purpose Botanical Site. A landscaped area which is owned or leased by a public or not-for-profit entity in which a variety of plants are grown to be categorized and documented for scientific purposes and/or which may also be open to the public for entertainment and educational purposes.

(20) Public Right-of-Way. The area of land owned or maintained by municipal, county, or state government primarily for the use of the public for the movement of people, goods, vehicles, or storm water. For the purposes of these Standards, the public right-of-way shall include curbs, streets, sidewalks, and storm water drainage inlets, but shall not include adjacent landscaped areas that also may be located within the legally delineated public right-of-way.

(21) Rain Barrel. A tank or container, typically located on the ground beneath a roof drainage system that captures and stores rainwater for subsequent reuse.

(22) Raw Water. Water drawn from a reservoir or other water source before treatment.

(23) *Reclaimed Water*. Highly treated effluent from a wastewater treatment plant that can be safely used for non-potable purposes approved by applicable regulatory agencies.

(24) *Runoff.* Water that is not absorbed by the soil or landscape to which it is applied. Runoff occurs when water is applied too quickly (application rate exceeds infiltration rate), particularly if there is a severe slope. These Standards do not apply to stormwater runoff which is created by natural precipitation rather than human-caused or applied water use.

(25) Service Area. The geographic area in which OWASA provides or is authorized to provide water and/or sewer service.

(26) *Shut-Off Nozzle*. A device attached to the end of a hose that completely shuts off the flow, even if left unattended.

(27) Soaker Hose. A flexible hose designed to emit a trickle of water along its entire length, either through numerous small-diameter (less than 1/32-inch) perforations or through the permeable material of its composition.

(28) Spray Irrigation. The application of water to landscaping by means of a device, other than a hand-held hose or watering container, that projects water through the air in the form of small particles or droplets.

(29) Sprinkler Head. A device that projects water through the air in the form of small particles or droplets.

(30) Underground System. An irrigation system with emitters installed beneath the ground surface.

(31) Water Conservation Plan (OWASA-Approved). A written document submitted by the owner or operator of a public purpose athletic field, recreational field, and/or a public purpose botanical site and approved by OWASA's Executive Director or the Executive Director's designee that specifies the conservation measures and irrigation operating modes that will be employed year-round at those public purpose facilities and the specific practices that will be employed to achieve Stage 1, 2, and 3 Water Shortage conservation goals enumerated in these Standards.

(32) Water Waste. The non-beneficial use of OWASA potable water. Non-beneficial uses include but are not restricted to:

a. Landscape water applied in such a manner, rate and/or quantity that it overflows the landscaped area being watered and runs onto adjacent property or public right-of-way; or landscape water applied during periods of rainfall or when soil moisture is already adequate.

b. The use of water for washing vehicles, equipment, or hard surfaces, such as parking lots, aprons, pads, and driveways in such quantities to flow onto adjacent property or the public right-of-way.

c. Water applied in sufficient quantity to cause ponding on impervious surfaces.

d. Water lost through plumbing leaks that can be readily identified and corrected.

(33) Watering Bag. A container used to hold and slowly dispense water around the base of a tree or shrub. These are commonly called "Gators."

(34) Xeriscaping. An approach to landscape design and maintenance that uses small amounts of water but sustains a traditional look through the proper conditioning of soil, the selection of appropriate drought-tolerant plants, generous use of mulch, efficient use of water, and other proven techniques.

Section 5-24 Water Waste Prohibited

(a)No person, party, or entity shall use, cause, waste, or permit to be wasted any OWASA supplied potable water in violation of the provisions of this article.

(b)Penalties for violation of the provisions of this article are set forth in Section 5-21 of this chapter.

(c) In addition, OWASA may discontinue water service to any customer where, after notice of a prohibited use is delivered to the service address, OWASA-supplied potable water continues to be used or wasted in violation of the Water Conservation Standards set out herein.

Section 5-25 Year-Round Requirements: Exterior Use

(a) The following outdoor or exterior use requirements shall apply to all customers using OWASA supplied potable water:

(1)Spray irrigation shall not occur more than three days per week. Evennumbered properties may be irrigated with spray systems only on Sundays, Wednesdays, and/or Fridays. Odd-numbered properties may be irrigated with spray systems only on Tuesdays, Thursdays, and/or Saturdays. All spray irrigation shall occur only between the hours of 6:00 p.m. and 10:00 a.m., and shall apply no more than one inch of water in any given week. These restrictions shall not apply to properties using underground, drip irrigation, micro spray, low precipitation bubblers, soaker hoses, hand watering, tree or shrub watering bags, or where watering of containerized plants and commercial plant stock in trade is maintained for resale.

(2)All irrigation systems shall be equipped with automatic controllers that activate the system according to a desired frequency and duration, and shall also be equipped with rain or soil moisture sensors that will prevent irrigation during periods of rainfall or when there is sufficient moisture in the ground for plant health and survival.

(3)All hoses used for hand watering, vehicle washing, or other allowable outdoor uses shall be equipped with shutoff nozzles.

(4)No exterior use of OWASA-supplied potable water shall result in the flow of water onto adjacent property or public right-of-way, and all irrigation systems shall be designed and maintained to prevent to the extent practicable water from flowing onto paved or other impervious surfaces.

(5)Outdoor water leaks on property or facilities of OWASA customers shall be repaired within ten (10) days of discovery by the customer and/or notification by OWASA.

(b)Owners of public purpose athletic fields, recreational fields, and/or public purpose botanical sites shall not be subject to the year-round limitations of Subsection (a) of this section if those facilities are operated in compliance with an OWASA-approved Water Conservation Plan that specifies the conservation measures and irrigation operating modes to be employed at that facility year-round and during successive stages of a declared water shortage.

(c) Unless superseded by the declaration of a Water Supply Shortage or Emergency, the year-round requirements of Subsections 5-25(a)(1) and (a)(2) shall not apply to the following:

(1)Outdoor irrigation necessary for the establishment of newly sodded or seeded lawns and for the establishment of new non-turf plant materials within the first 45 days of planting, provided that such irrigation occurs only between the hours of 6:00 p.m. and 10:00 a.m.

(2)Irrigation necessary for one day only where treatment with an application of chemicals requires immediate watering to preserve an existing landscape or to establish a new landscape, provided that such irrigation occurs only between the hours of 6:00 p.m. and 10:00 a.m.

(3)Water used to control dust or to compact soil when alternate methods are not available.

(4)Visually supervised operation of watering systems for short periods of time to check system condition and effectiveness.

(5)Water used for construction or maintenance activities where the application of water is the appropriate methodology and where no other practical alternative exists.

(6)Water used for firefighting, firefighter training, fire hose testing, fire pumper testing, and other emergency situation mitigation purposes.

(7) For situations in which there is no practical alternative, OWASA-supplied potable water may be used for other special purposes, such as washing out garbage trucks, cleaning up hazardous or unsanitary materials, etc., or for other purposes necessary to protect public health, safety, and welfare – provided that such water is used in the least quantity needed to accomplish the task.

Section 5-26 Year-Round Requirements: Interior Use

(a) The following indoor or interior use requirements shall apply to all customers using OWASA supplied potable water:

(1) Restaurants and dining facilities shall serve water only on request of the customer.

(2) Hotels, motels, and other facilities providing sleeping accommodations shall change bed linens only upon request of the customer, or upon customer changeover, or every five days for long-term customers.

(3) Indoor water leaks on property or facilities of OWASA customers shall be repaired within ten (10) days of discovery by the customer and/or notification by OWASA.

(b) Unless superseded by the declaration of a Water Supply Shortage or Emergency, the year-round requirements of subsection (a) of this section shall not apply to the following:

(1) Visually supervised operation and flushing of plumbing systems for short periods of time to check system condition and effectiveness.

(2) Water used for construction or maintenance activities where the application of water is the appropriate methodology and where no other practical alternative exists.

Section 5-27 Year Round Policy and Practice

It shall be OWASA's policy and practice to publicize periodically water conservation methods, including but not limited to, methods of conserving water both indoors and outdoors; methods of collecting and storing harvested water in appropriate devices, such as rain barrels and cisterns; as well as information about the availability, feasibility and allowable uses of reclaimed water from OWASA. It shall be OWASA's policy to strongly encourage and promote the following voluntary conservation measures year-round, regardless of water supply conditions:

(1) Operate dishwashers and clothes washers only when loaded to their maximum capacity or at water level settings appropriate for the size of the load.

(2)Where not otherwise required, install ultra-low flow toilets, tank dams, flow restrictors (aerators) and low-flow showerheads.

(3)Repair and maintain plumbing systems to prevent water leaks.

(4)Use harvested rainwater and/or reclaimed water for indoor and outdoor purposes where allowable and practical.

Section 5-28 Determination by OWASA of a Water Supply Shortage or Emergency

(a) Draught Condition Shortage.

(1)OWASA's drought response strategy and Water Supply Shortage declarations will be guided primarily by the risk that OWASA's water supplies will decline to 20 percent or less of total storage capacity within the next 12month period. A Stage One Water Shortage declaration will generally correspond to a two percent (or greater) risk that reservoir levels will decline to 20 percent or less of total storage capacity within the next 12 months; provided, however, that in making such a determination, OWASA will also consider the actual and projected severity of the ongoing drought relative to historical droughts included in OWASA's water supply simulation models; existing and anticipated demand, including expected customer response to water use restrictions; availability of supplemental supplies, including water purchases from neighboring communities; regional water supply conditions, including, but not limited to, the concurrent drought response status of neighboring jurisdictions; guidance or directives from the State of North Carolina; and other elements of reasonable professional judgment and management.

(2)More severe Water Supply Shortage Stages will subsequently be declared if the risk level increases and/or if other factors indicate that further action is needed. Similarly, OWASA will reduce the severity of, or rescind, a Water Supply Shortage declaration as the risk level and related factors improve.

(b) Water Treatment, Storage, or Distribution Capacity Shortage. In addition to conditions caused by drought, OWASA may declare a Water Supply Shortage or Emergency whenever customer demand – as averaged over three consecutive days – exceeds 85 percent of OWASA's capability of treating and delivering water. The stage and duration of such a Water Supply Shortage or Emergency shall be guided by the degree to which customer demands approach or exceed OWASA's capacity to meet those demands, and by the degree to which conservation efforts successfully reduce short-term demands.

(c) Disasters and Catastrophic Equipment or Plant Failure Shortage. Any other circumstances, including service losses caused by equipment or facility failure, human error, deliberate act, weather, or other natural disaster, which constrain OWASA's water supply, treatment, or distribution capacity to less than that reasonably needed by its

customers, shall constitute a Water Supply Shortage up to and including a Water Supply Emergency, requiring immediate action by OWASA.

Section 5-29 Required Actions Under Water Supply Shortage or Emergency Conditions

(a) In the event of a water supply shortage, OWASA shall, using its best professional judgment, determine which of the following stages is the most appropriate response to the estimated level of risk considering factors in Subsection 5-27(a).

(b) Stage One Water Shortage. In the event that OWASA declares a Stage One Water Shortage, OWASA shall advise the Mayors of Carrboro and Chapel Hill and the Chair of the Orange County Board of Commissioners of its declaration and shall request that they issue Proclamations of a Stage One Water Supply Shortage. Upon the issuance of such a proclamation by the Mayor, the following actions shall be taken with the goal of reducing overall water demand by ten (10) percent:

(1) Spray irrigation of turf grass using OWASA-supplied potable water shall not occur more than one day per week with a maximum of one-half inch of water applied to plant material in any given week. Odd-numbered properties shall be allowed to spray irrigate only on Tuesdays; even-numbered properties shall be allowed to spray irrigate only on Thursdays. Spray irrigation of turf grass shall occur only between the hours of 6:00 p.m. and 10:00 a.m. Owners of public purpose athletic fields, recreational fields, and/or public purpose botanical sites shall not be subject to the limitations of this subsection (b)(1) if those facilities are operated in compliance with an OWASA-approved Water Conservation Plan.

(2) Spray irrigation of non-turf plant materials may occur up to three days per week as provided under the year-round requirements specified in Subsection 525(a)(1).

(3) Irrigation of non-turf plant materials by underground, drip irrigation, micro spray, low precipitation bubblers, soaker hose systems with automatic shutoffs, or by handheld hoses or watering cans may occur at any time or frequency.

(c) Stage Two Water Shortage. In the event that OWASA declares a Stage Two Water Shortage, OWASA shall advise the Mayors of Carrboro and Chapel Hill and the Chair of the Orange County Board of Commissioners of its declaration and shall request that they issue Proclamations of a Stage Two Water Supply Shortage, if not already issued. Upon the issuance of such a proclamation by the Mayor, the following actions shall be taken with the goal of reducing overall water demand by fifteen (15) percent:

(1) Spray irrigation of turf grass with OWASA-supplied potable water shall not be permitted, except at public purpose athletic and recreational fields and public purpose botanical sites operating under OWASA-approved Water Conservation Plans. (2) Spray irrigation of non-turf plant materials shall not occur more than one day per week according to the schedule specified in Subsection 28(b)(1) and in quantities of no more than 1/2 inch per week, except at public purpose botanical sites operating under OWASA approved Water Conservation Plans.

(3) Irrigation of non-turf plant material by underground, drip irrigation, micro spray, low precipitation bubblers, soaker hose systems with automatic shutoffs, tree or shrub watering bags, or by handheld hoses or watering cans may occur at any time or frequency.

(4) No OWASA-supplied potable water shall be used to re-fill ornamental fountains, ponds, and like devices; provided, however, that OWASA water may be used to fill and re-fill bird baths and other backyard-scale facilities used to support wildlife.

(5) No OWASA-supplied potable water shall be used for washing vehicles, except at commercial or institutional car washes in which at least 50 percent of the water has either been recycled, is from a non- potable source, or is supplied by a well.

(6) No OWASA-supplied potable water shall be used for cleaning or washing exterior building surfaces, decks, or paved areas, such as sidewalks, driveways, roadways, and parking lots. This restriction shall not apply to the cleaning of exterior building surfaces or decks prior to painting or re-painting.

(7) No OWASA-supplied potable water shall be used for fire department training or equipment testing unless required by State or Federal regulations.

(d) Stage Three Water Shortage. In the event that OWASA declares a Stage Three Water Shortage, OWASA shall advise the Mayors of Carrboro and Chapel Hill and the Chair of the Orange County Board of Commissioners of its declaration and shall request that they issue Proclamations of a Stage Three Water Supply Shortage, if not already issued. Upon the issuance of such a proclamation by the Mayor, the following actions shall be taken with the goal of reducing overall water demand by twenty (20) percent:

(1) The use of OWASA-supplied potable water for heating and/or cooling purposes shall be reduced in all but the most essential facilities to the extent practical in consideration of indoor air quality standards, weather conditions, and health and safety requirements.

(2) No OWASA-supplied potable water shall be used for irrigation of turf grass, except for public purpose athletic and/or recreational fields and public purpose botanical sites operating under water conservation plans that have been approved by OWASA's Executive Director or the Executive Director's designee.

(3)No OWASA-supplied potable water shall be used for irrigating non-turf plant material unless applied (i) via handheld hoses or watering cans, watering bags, drip irrigation or soaker hoses, or (ii) at public purpose botanical sites operating under OWASA-approved Water Conservation Plans.

(4)OWASA-supplied potable water may be used to fill, re-fill, or top off swimming pools, or to fill or re-fill bird baths and other backyard-scale facilities used to support wildlife. OWASA supplied potable water shall not be used for any other outdoor purposes, except for emergency fire suppression or other activities necessary to maintain public health, safety, or welfare.

(5)No bulk sale of potable OWASA water shall occur except for the wholesale transmission of potable OWASA water to neighboring communities, or for other purposes necessary to maintain public health, safety, or welfare.

(6)No OWASA-supplied potable water may be used for washing any vehicles.

(7)No OWASA-supplied potable water may be used for pressure washing building exteriors.

(8)No OWASA-supplied potable water may be used for fire department training or equipment testing.

(e) Water Supply Emergency. In the event that OWASA declares a Water Supply Emergency, OWASA shall so advise the Mayors of Carrboro and Chapel Hill and the Chair of the Orange County Board of Commissioners and shall request that they issue Proclamations of a Water Supply Emergency. Upon the issuance of such a proclamation by the Mayor, the following actions shall be taken, in addition to those applicable measures listed above for a Stage Three Water Shortage:

(1)No OWASA-supplied potable water may be used for any outdoor purposes other than emergency fire suppression or other activities necessary to maintain public health, safety, or welfare.

(2)No OWASA-supplied potable water shall be used to fill, refill or top off the water level in any private or public purpose swimming pool.

(3)No OWASA-supplied potable water shall be used for the flushing or pressure testing of new distribution lines unless that water is returned to the OWASA water supply system through methods approved by OWASA. This restriction shall not apply to the testing of in-building fire control sprinkler systems

(4)The use of OWASA-supplied potable water for heating and/or cooling purposes shall be reduced in all but the most essential facilities to the extent practical in consideration of indoor air quality standards, weather conditions, and health and safety requirements.

(5) Water service may be discontinued or reduced to designated users or in designated portions of the OWASA service area in order to preserve the availability of water for essential public health and safety requirements, such as fire protection, hospitals, clinics, and other critical community needs.

(f) Exceptions. Notwithstanding the restrictions specified in Subsections (b), (c), (d), and (e) of this section, the protection of public health, safety, and welfare may, under special circumstances, require the use of limited amounts of OWASA-supplied potable water for such purposes as washing out garbage trucks, cleaning up hazardous or other materials. Such uses shall be permitted during declared Water Shortages or Emergencies, provided that other practical alternatives are not available and water is used in the least practical amount.

Article IV

ILLICIT DISCHARGES INTO AND CONNECTIONS TO STORM SEWER SYSTEM

Section 5-30 Purpose

The purpose of this article is to regulate illicit discharges into and connections to the storm sewer system in order to comply with the requirements of the Town's National Pollutant Discharge Elimination System Permit.

Section 5-31 Definitions

Unless otherwise specifically provided, or unless otherwise clearly indicated by the context, the words and phrases defined in this section shall have the meaning indicated when used in this article.

(1) Administrator. The person assigned by the Town Manager to enforce or otherwise perform any duties required under this article.

(2) *Discharge*. To put, place, dump, spill, pump, pour, or otherwise deposit any solid or liquid material.

(3) Illicit Connection. Any drain, pipe, or other constructed or manufactured conveyance through which or by which any liquids, other than stormwater or those liquids listed in subsection 15-32(b), are conveyed and discharged directly into the storm sewer system or a surface water.

(4) Illicit discharge. A discharge that violates Subsection 5-32 (a).

(5) Pollutant. Anything which causes or contributes to pollution. Pollutants may include, but are not limited to: paints, varnishes, and solvents; soaps and cleaning solutions; kerosene, gasoline, oil and other automotive fluids; liquid and solid wastes and yard wastes; refuse, rubbish, garbage, litter, or other discarded or abandoned objects or accumulations, to the extent that the same may cause or contribute to pollution; pesticides, herbicides, and fertilizers; hazardous substances and wastes; sewage, sewage sludge, fecal coliform and pathogens; dissolved and particulate metals; animal wastes; dredged spoil; filter backwash; salt; chemical wastes; biological materials; toxic materials; radioactive materials; wrecked or discarded equipment; sand; dirt; ashes and incinerator residue; wastes and residues that result from constructing a building or structure; and noxious or offensive matter of any kind. This includes any chemical additive to water potentially causing or contributing to pollution. (*Amend. 5/3/22*)

(6) *Pollution*. The alteration of the physical, thermal, chemical, or biological quality of, or the contamination of, any water of the State or of the United States, that renders the

water harmful, detrimental, or injurious to humans, animal life, vegetation, or property, or to the public health, safety, or welfare, or impairs the usefulness or the public enjoyment of the water for any lawful or reasonable purpose.

(7)*Storm Sewer System*. A system of human-produced structures owned by the Town of Carrboro or the North Carolina Department of Transportation or another State agency that is designed to collect or convey stormwater, including but not limited to streets (including associated curbs, gutters, drainage ditches, or swales), inlets, culverts, drainage pipes, detention or retention basins, and other drainage structures and facilities.

(8)Stormwater. Any surface flow, runoff, or drainage that occurs during or following any form of natural precipitation and that results from such precipitation.

(9)Surface waters. All, streams, lakes, and ponds that appear as surface waters on either the most recent version of the soil survey map prepared by the Natural Resources Conservation Service of the United States Department of Agriculture or the most recent version of the 1:24,000 scale (7.5 minute) quadrangle topographic maps prepared by the United States Geologic Survey (USGS) as well as Town regulated streams. (Amend. 5/3/22)

Section 5-32 Illicit Discharges Prohibited

(a) No person may discharge or cause to be discharged, or allow to be discharged from property under such person's control, any pollutant directly or indirectly into the storm sewer system or into surface waters.

(1)A direct discharge occurs when a pollutant is discharged within the physical limits of the storm sewer system or within the banks of a stream or inside the mean high-water level of a pond or lake.

(2)An indirect discharge occurs when a pollutant is discharged outside the physical limits of the storm sewer system or outside the banks of a stream or beyond the mean high-water level of a pond or lake but takes place in such a manner or location that the pollutant is carried into the storm sewer system or surface water in some way other than by action of the wind or stormwater. By way of illustration without limitation, an indirect discharge would occur if water from a commercial car wash is discharged onto the area where the cars are washed and allowed to drain into a public street.

(3)An indirect discharge also occurs when a pollutant is discharged (i) outside the physical limits of the storm sewer system or outside the banks of a stream or beyond the mean high water level of a pond or lake, but (ii) with the specific intent that the pollutant be disposed of by being carried (by the wind or stormwater or otherwise) into the storm sewer system or a surface water, and (iii) the pollutant or some part or portion thereof does reach the storm sewer system or surface water. By way of illustration without limitation, dumping used oil near the

edge of a stream with the intent that the next rain will carry the oil into the stream constitutes an indirect discharge within the meaning of this subsection.

(b) Notwithstanding the other provisions of this article, the following shall not be regarded as constituting an illicit discharge:

- (1) Water line or hydrant flushing;
- (2) Landscape or garden irrigation or lawn watering;
- (3) Diverted stream flows;
- (4) Rising ground waters;
- (5) Uncontaminated ground water infiltration (as defined at 40 CFR 35.2005(20));
- (6) Uncontaminated pumped ground water;
- (7) Discharges from potable water sources;
- (8) Foundation drains;
- (9) Air conditioning condensation;
- (33) Springs;
- (34) Water from crawl space pumps;
- (35) Footing drains;

(36) Individual residential car washing or charity car washing that does not allow water to directly enter the stormwater system; (Amend. 5/3/22)

(37) Flows from riparian habitats and wetlands;

(38) Dechlorinated swimming pool discharges that discharge across ground in a diffuse and non-erosive manner outside the stream buffer; (*Amend. 5/3/22*)

- (39) Street wash water;
- (40) Flows from fighting fires;

(41) Other non-stormwater discharges for which a valid NPDES discharge permit has been approved and issued by the State of North Carolina;

(19) Runoff from residential properties that is discharged as diffuse flow in a non-erosive manner outside the stream buffer. (*Amend. 5/3/22*)

Section 5-33 Illicit Connections Prohibited

(a) No person may cause, suffer, or permit on property under such person's control any illicit connection to the storm sewer system, including without limitation connections of drains or lines that convey sewage, process wastewater, wastewater from washing machines, wash water from commercial vehicle washing or steam cleaning, or water from indoor sinks or floor drains.

(b) Subject to subsection (c), if, on the effective date of this article, an illicit connection as defined in this article exists, then such situation shall not be considered a violation of this article until ninety (90) days after the Town mails by first class mail written notice to the owner (according to the most recent property records) of the property where the condition exists, informing such owner of the nature of the violation and what must be done to correct it.

(c) The ninety-day grace period provided for in subsection (b) of this section shall not apply if the administrator concludes that an illicit connection:

(1) Is likely to result in the discharge of hazardous materials or otherwise pose an immediate threat to health or safety, or is likely to result in immediate injury to real or personal property, natural resources, wildlife, or habitat; or

(2) Was made in violation of any applicable statute, regulation, or ordinance.

Section 5-34 Inspections

(a) Upon the presentation of proper credentials, Town officers, agents, and employees engaged in the enforcement of this article shall have a right to enter on any premises within the Town at all reasonable hours for the purpose of making inspections, collecting samples or carrying out other enforcement actions under this article. (*Amend.* 5/3/22)

(b) No person may obstruct or interfere with any Town officer, agent, or employee of the Town engaged in the lawful performance of any task authorized or required by this article.

Section 5-35 Enforcement

The Administrator is authorized to enforce the provisions of this article through the penalties and remedies available for enforcement as set forth in Section 5-21 of this chapter. In addition, nothing in this article is intended to preclude the Town from resorting in appropriate circumstances to the procedures set forth in Chapter 11, Article V, Part 2 of the Town Code

dealing with the summary abatement of conditions dangerous or prejudicial to the public health. (Amend. 5/3/22)

CHAPTER 14

TOWN PROPERTY

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Article I

DEFINITIONS AND APPLICABILITY

Section 14-1 Definitions

Unless otherwise specifically provided or clearly required by the context, the following words and phrases shall have the meaning indicated when used in this chapter:

(1) Administrator. Unless otherwise directed by the Town Manager, the term administrator shall refer to the Recreation Director, to the extent that the power or authority granted in this chapter to the administrator is exercised with respect to the Town's parks and recreation or other areas under the jurisdiction of the Recreation and Parks Department. In other cases, the term administrator shall refer to the person or persons designated by the Town Manager to perform the functions assigned by this chapter to the administrator, except that, with respect to the Farmers' Market, the term administrator shall mean the market attendant appointed in according with the 'Memorandum of Understanding' between the Town.

(2) Town Property. All real property (including land and buildings) owned, leased, occupied, or otherwise in the possession of the Town of Carrboro, including without limitation the Town Hall property, public works site property, the Town cemeteries, all Town parks, Town parking lots, and the bikeway and greenway system properties, but excluding areas within public street rights-of-way, and bikeway and sidewalk rights-of-way adjacent thereto.

Section 14-2 Applicability

This chapter shall be applicable to all Town property located within and without the Town except to the extent that its provisions overlap or conflict with any other provisions of this Town Code that more specifically deal with particular Town property. By way of illustration, without limitation, Chapter 13 of the Town Code deals specifically with Town cemeteries.

Article II

OCCUPANCY OF TOWN PROPERTY

Section 14-3 Opening and Closing Hours

(a) Subject to Section 14-4, all Town property that is held primarily for recreational purposes and that is subject to the supervision and maintenance of the Town's Recreation Department shall be open to the public for the maximum number of hours each day that is consistent with the Town's ability to provide any necessary supervision of, and security for, such property and the persons using it, as well as the Town's responsibility to avoid unreasonable interference with the use and enjoyment of neighboring properties. Consistent with this objective, the administrator may establish opening and closing hours for such property (and may establish different hours for different portions of the same property, e.g., lighted and unlighted area) and shall post such hours at convenient locations to give the public adequate notice thereof.

(b)No unauthorized person may enter or remain in or on any Town property covered under subsection (a) while such property is closed to the public pursuant to that subsection.

Section 14-4 Temporary Restriction on Use of Fields, Courts, etc.

(a) Whenever the administrator determines that it is necessary to keep persons temporarily off any land, playfield, court, or similar areas for the purpose of maintaining, improving, or preventing damage to the same or for other good cause, the administrator may post sufficient signs on or around such facilities to give adequate notice that the use of such facilities is temporarily forbidden.

(b)Whenever signs or notices are posted in accordance with subsection (a), no person, other than a person performing maintenance work or carrying out some other legitimate function under the direction of the administrator, may enter upon such lawn, playfield, court, or similar area, nor may any person tamper with or remove such signs.

Section 14-5 Reservation of Town Facilities and Property

(a) The administrator may establish a reservation system for Town property and facilities including, but not limited to the Town Commons, ball fields, basketball and tennis courts, picnic shelters, picnic tables, and the Town Hall. Once such a system has been established, no person may, after notice, occupy or refuse to vacate reserved properties or a facility during the time such property or facility has been properly reserved by another. In addition, no person may occupy or use Town property or facilities that have been reserved pursuant to this section in a manner that is inconsistent with any limitations or restrictions imposed by the Town at the time such property or facilities are reserved.

(b) Except as provided in subsection (a), the Town Commons and all recreational facilities shall be available for proper use during regular hours on a first-come first-serve basis, and no person may disrupt or interfere with the use by another of such property or facilities.

(c) With respect to the Town Commons, once an individual, organization or group has requested a Public Assembly (as that term is defined in a Town Commons Administrative Policy promulgated by the Town Manager) by reservation or notification in accordance with a Town Commons Administrative Policy promulgated by the Town Manager, no other individual, organization or group may conduct a Public Assembly on the same day.

Section 14-6 Request to Vacate Town Property

(a)No person may refuse to vacate any Town property, including any building or facility located thereon, when requested to do so under the circumstances set forth in subsection (b) by the Town Manager, any sworn police officer, or the administrator in change of such Town property.

(b)The Town Manager, any sworn police officer, or the administrator in charge of Town property may request another to vacate such Town property if there is reasonable cause to believe that such person is engaging or has just prior to the request engaged in:

(1)Any violation of state law or local ordinance or policy (including policies related to the operation of the Farmers' Market as set forth in the 'Memorandum of Understanding' between the Town and the Farmers' Fair organization selected by the Town to operate the Farmers' Market) applicable to the occupancy of, use of, or conduct on such Town property.

(2)Any violation of a rule or regulation adopted and promulgated under Section 14-28.

(3)Any conduct that is contrary to the health or safety of persons lawfully using Town property, seriously interrupts or impedes the conduct of regular public business or recreational programs, unreasonably interferes with the lawful use and enjoyment of Town property, or poses a substantial likelihood of damage to Town property.

(4)Loitering within the Town Hall, Century Center, Town Commons, Fire Station, Public Works Building, Town-owned or leased parking lots, or Town bus shelters, without any legitimate purpose related to the public business being conducted.

Sections 14-7 through 14-9 Reserved

Article III

USE OF AND CONDUCT ON TOWN PROPERTY

Section 14-10 Certain Recreational Activities Generally Prohibited

(a) Subject to subsection (b), no person on Town property may engage in horseback riding, hitting golf balls, model airplane flying, operation of remotely piloted aerial vehicles (commonly referred to as "drones"), archery, overnight camping or other recreational activities that may tend to damage or disrupt the use of Town property or pose a hazard to other occupants.

(b)The provisions of subsection (a) shall not apply to persons engaged in the activities described therein while participating in events or programs authorized by the Town, so long as such activities are conducted only at the locations and times authorized.

Section 14-11 Water Related Activities at Hank Anderson III Community Park

(a) The provisions of this section shall apply to the pond or lake located within the Hank Anderson III Community Park on Highway 54.

(b)No person may swim or wade in the Hank Anderson III Carrboro Community Park lake.

(c)No person may launch or ride in or upon any boat, sailboat, canoe, raft, or similar device at the Hank Anderson III Community Park lake except at the time and under the circumstances authorized and approved by the administrator.

Section 14-12 Use of Motor Vehicles; Speed Limit

(a) No person, other than a person performing maintenance work or carrying out some other legitimate function under the direction of the administrator, may drive or ride on any automobile, tractor, truck, motorcycle, go-cart, mo-ped, or other motorized vehicles (whether designed for use on or off the highways) on any Town property except in those areas clearly designated or intended for the public use of motor vehicles. Without limiting the generality of the foregoing, the driving of motorized vehicles is specifically forbidden on:

(1)Areas without surfaces (such as paving or gravel) resistant to damage from traffic by motorized vehicles.

(2)Pedestrian paths and bikeways (except that this restriction shall not apply to mopeds).

(3)Service drives clearly marked as closed to the public.

(b) No person may operate any motor vehicles on Town property at a speed in excess of ten miles per hour.

Section 14-13 Parking

(a)No person, other than a person performing maintenance work or carrying out some other legitimate function under the direction of the administrator, may park or leave standing any automobile, tractor, truck, motorcycle, mo-ped, or other motor vehicle or any trailer, camper, or similar device, on Town property except in those areas clearly designated or intended for public parking.

(b)No person may park or leave standing on Town property for any period of time any automobile, tract, truck, motorcycle, mo-ped, or other motor vehicle, or any trailer, camper, or similar device for the purpose of washing, repairing, performing maintenance work on, displaying for sale, or storing such vehicle or device or for the principal purpose of advertising any commercial venture for enterprise.

(c) Notwithstanding the provisions of subsection (a) above, no person may park or leave standing any automobile, tractor, truck, motorcycle, mo-ped, or other motor vehicle on Town property in areas clearly designated or intended for public parking for a period in excess of two (2) hours. Each two-hour period, or portion thereof, that any above-described vehicle is parking or left standing in violation of the provisions of this subsection shall constitute a separate violation enforceable under Section 14-29. The administrator shall post two property parking areas with appropriate signs so as to notify the public as to the provisions of this subsection. The foregoing subsection applies only to the parking lot at the intersection of Roberson and Main Streets and to those spaces within the parking lot on the west side of North Greensboro Street just north of the post office building that are not leased by the Town to businesses or individuals and that are therefore available to the general public.

Section 14-14 Fires on Town Property

(a)No person may light any fires on Town property except in areas authorized or intended for picnicking, and then only in grills or fireplaces (permanently established by the Town or portable) designed to accommodate such fires.

(b)The person igniting a fire authorized under subsection (a) shall ensure that the fire is completely extinguished before leaving the fire site unattended.

(c)No person may dump any ashes or coals into a refuse receptacle on Town property unless such person has ascertained that no live embers remain in such ashes and all coals have been completely and totally extinguished.

Section 14-15 Molesting and Removing Animals

(a) No person on Town property may hunt, molest, harm, frighten, kill, trap, chase, tease, shoot, or throw missiles at any animal, reptile, or bird, except that snakes known to be deadly poisonous, such as rattlesnakes, moccasins, coral snakes, or other deadly reptiles may be killed on sight.

(b) No person on Town property may give or offer or attempt to give to any animal or bird any alcohol or other known noxious substance.

(c) No person other than an authorized agent or employee of the Town may remove from Town property or possess while on Town property any live or dead animal, reptile or bird not owned by such person or any nest or egg of any animal, reptile, or bird.

Section 14-16 Excavation and Removal of Soil, Trees and Shrubs Prohibited

(a) No person may, without specific authorization of the administrator, dig or remove any soil, rock, stones, sand, gravel, or similar material from Town property or make any excavation on such property by any means.

(b) No person may, without specific authorization of the administrator, remove from Town property any tree, bush, shrub, or flower, or engage in other clearing or landscaping work, provided that this subsection is not intended to prohibit any person that owns or occupies property adjoining a public street from mowing the area that lies between the boundary line of such property (i.e. the street right-of-way line) and the paved or traveled portion of such street.

Section 14-17 Improper Climbing or Sitting

No person on Town property may climb, stand, or sit upon any fountains, railings, fences, poles, or trees or other fixtures not intended for such use.

Section 14-18 Weapons on Town Property

(a) Subject to subsection (b), no person on Town property may possess or carry whether openly or concealed, any deadly weapon not used solely for instructional or officially sanctioned ceremonial purposes.

(b) Subsection (a) shall not apply to:

(1) Federal, state or local law enforcement officers acting in the discharge of their official duties, if such officers are authorized by law to carry weapons;

(2) Persons authorized to carry concealed handguns pursuant to N.C.G.S. Chapter 14, Article 54B, unless possession of a concealed handgun on certain Town property is prohibited pursuant to subsections (c) or (d) of this section.

(c) The Town Manager, or the Town Manager's designee, is hereby authorized and instructed to post conspicuous signage at appropriate locations on or within each building or portion of a building owned, leased as lessee, operated, occupied, managed, or controlled by the Town, the appurtenant premises to such buildings, and the recreational facilities identified in subsection (d), indicating that carrying a concealed handgun is prohibited therein.

(1) Signs on buildings shall be visibly posted on the exterior or each entrance by which the general public can access the building. The Town Manager, or the Town Manager's designee, shall exercise discretion in determining the number and appropriate location of signs to be placed on or within appurtenant premises and the recreational facilities identified in subsection (d).

(2) The intent of this subsection is to direct the posting of Town property such that, pursuant to N.C.G.S. 14-415.11(c), the carrying of concealed handguns on the posted premises will constitute a violation of N.C.G.S. 14-269.

(d) The provisions of subsection (c) shall apply to the following Town recreational facilities. Consistent with N.C.G.S. 14-415.23, a concealed handgun permittee may secure the handgun in a locked vehicle within the trunk, glove box, or other enclosed compartment or area within or on the motor vehicle.

(1) Athletic fields (including adjacent stands, bathrooms, and warm-up areas that serve those fields).

- (i) Baseball/softball fields at Anderson Park
- () Baseball field at Wilson Park
- (i) Multipurpose field at Anderson Park
- (ii) Multipurpose athletic field adjacent to playground in Wilson Park
- (iii) Multipurpose field at Dr. Martin Luther King, Jr. Park
- (iv) Walking trail at Dr. Martin Luther King, Jr. Park
- (2) Athletic facilities
 - (i) Disc Golf Course at Anderson Park
 - (ii) Basketball Courts at Anderson, Baldwin and Brewers Park
 - (v) Tennis Courts at Anderson and Wilson Parks
 - (vi) Volleyball court at Anderson Park

- (v) Pump track at Dr. Martin Luther King, Jr. Park
- () Exercise equipment at Dr. Martin Luther King, Jr. Park

(3) Playgrounds (including adjacent seating areas)

(i) Playgrounds at Anderson, Baldwin, Simpson Street, Town Commons, Wilson, and Dr. Martin Luther King, Jr. Parks

Section 14-19 Use of Restrooms

(a) No person on Town property may force entry into any restroom or washroom that is locked or bolted.

Section 14-20 Commercial Activity Restricted

(a) Subject to subsection (b), no person may engage in commercial activity on Town property. For purposes of this section, commercial activity means any activity conducted by any person (other than the Town of Carrboro) for the purpose of collecting admission charges or fees of any kind in excess of the costs of the activity, as well as any sale, attempted sale, or advertisement of sale of any goods, merchandise, equipment or services. As used in this section, the term "commercial activity" shall not include the solicitation of donations at or in connection with any activity conducted on Town property by a nonprofit organization.

(b)The provisions of subsection (a) shall not apply to:

(1) Sales of goods, merchandise and services by persons authorized by the same at Town sponsored events such as the annual Fourth of July celebration.

(2) Sales of goods and merchandise by vendors at approved farm and craft markets operated by or on behalf of the Town or by nonprofit organizations who contract with the Town to operate farm and craft markets.

(3) Sales of goods and merchandise by persons acting as agents of the Town at Wilson Park, the Anderson Community Park, and other Town property.

(4) The following activities when conducted by nonprofit organizations:

a. Sales of goods, merchandise, equipment, or services, so long as such sales take place within or on Town property that is subject to a reservation system pursuant to the provisions of Section 14-5.

b. Other fund raising activities conducted at the Century Center or Town Commons, so long as such activities are otherwise consistent with the rules applicable to the use of such facilities. (5) Sales of goods and merchandise at the Town Commons or Century Center by or with the authorization of persons that have reserved the Town Commons or Century Center pursuant to regulations regarding the reservation and use of the Town Commons or Century Center, promulgated pursuant to Section 14-28 of this Code.

Section 14-21 Smoking Prohibited in Town-Owned Buildings

(a) Subject to the provisions of subsections (b) and (c), no person may engage in the smoking of any cigarette, cigar, pipe, or other tobacco product or the use of any e-cigarette, vape, or other electronic nicotine delivery system within any building or motor vehicle owned, leased, or occupied by the Town, including but not limited to the Town Hall, Fire Department, Public Works building, and any restroom facility within any Town-owned park. The term "building" as used herein includes any structure or any portion of a structure that has a roof and is substantially enclosed, but shall not include open porches, open stairways, and open walkways.

(b)Notwithstanding the provisions of subsection (4a), the Town Manager may, by written policy, authorize smoking or vaping or both within limited areas of Town buildings or within designated vehicles when the Town Manager determines that there is a compelling reason to do so.

(c) Notwithstanding the provisions of subsection (a), the Town Manager may, by written policy, prohibit smoking underneath roofed structures that are not substantially enclosed when the Town Manager determines that there is a compelling reason to do so, so long as no smoking signs are prominently posted in such areas.

Section 14-22 Farmers' Market

(a) Spaces within the Carrboro Farm and Craft Market, operated on Saturday mornings or at other times by The Chapel Hill-Carrboro Farmers Market, Inc. (the "Attendant") as the Town's agent, shall continue to be available during the market only for the sale by vendors of food or non-food items that were grown, raised, baked, hand-crafted or produced by the vendors themselves.

(b)The Attendant shall operate the market in accordance with the policies established by the Town Council or by the Town Manager under Section 14-28 of this chapter, as set forth in an Agreement between the Town and the Attendant, and as implemented by rules and procedures adopted by the Attendant.

(c)Solicitation of signatures on a petition, solicitation of donations, or the sale, offering for sale, or distribution of any item, including written or printed material, other than items authorized under subsection (a) is prohibited during the period of operation of the farm and craft market within the area of the Town Commons circumscribed by the eighty vendors' spaces.

- (a) Subject to the provisions of subsections (b) and (c), no person may engage in the smoking of any cigarette, cigar, pipe, or other tobacco product or the use of any e-cigarette, vape, other electronic nicotine delivery system on the grounds of any Town owned park, playground or parks and recreation facility.
- (b)Notwithstanding the provisions of subsection (a), the Town Manager may, by written policy, authorize smoking or vaping or both within limited areas of Town parks, parks and recreation facilities, or town owned playgrounds or within designated vehicles when the Town Manager determines that there is a compelling reason to do so.
- (c) Notwithstanding the provisions of subsection (a), the Town Manager may, by written policy, prohibit smoking or vaping or both underneath roofed structures that are not substantially enclosed when the Town Manager determines that there is a compelling reason to do so, so long as no smoking signs are prominently posted in such areas.

Sections 14-2324 through 14-27 Reserved

14-10

Article IV

MISCELLANEOUS

Section 14-28 Supplementary Rules and Regulations

(a) The administrator may adopt reasonable supplementary rules and regulations governing the occupancy and use of Town property. Such rules and regulations shall be consistent with the provisions of this chapter and shall be designed to protect and safeguard Town property and the persons using Town property and to facilitate the safe and convenient use and enjoyment by all on Town property. Without limiting the generality of the foregoing, the administration may adopt rules and regulations governing the use of tennis courts, basketball courts, ball fields, parking lots, etc. Whenever practicable, such rules and regulations shall be kept on file and available for public inspection in the administrator's office.

(b)No person may occupy or use Town property in a manner that is inconsistent with the supplementary rules and regulations adopted pursuant to subsection (a).

Section 14-29 Penalties and Remedies

(a) A violation of any of the provisions of this chapter shall constitute a misdemeanor, punishable as provided in G.S. 14-4.

(b)A violation of any of the provisions of this chapter shall also subject the offender to a civil penalty of ten dollars (\$10.00). If a person fails to pay this penalty within ten days after being cited for a violation, the Town may seek to recover the penalty by filing a civil action in the nature of debt.

(c) The Town may seek to enforce this chapter through any appropriate equitable action.

(d)Each day that a violation continues after the offender has been notified of the violation shall constitute a separate offense.

(e) The Town may seek to enforce this chapter by using any one of a combination of the foregoing remedies.

Chapter 12

FIRE PROTECTION

ARTICLE I - INTERFERENCE WITH FIRE FIGHTING ACTIVITIES

Section 12-1	Interference with Firefighters; False Alarms
Section 12-2	Riding on Fire Department Apparatus
Section 12-3	Congregating at Fires
Section 12-4	Tampering with or Shutting Off Fire Hydrants
Sections 12-5 through	12-8 Reserved

ARTICLE II - FIRE PREVENTION

Section 12-9	Enforcement of Volume V of the North Carolina State Building
	Code
Section 12-10	Operational and Construction Permits Required
Section 12-11	Fire Lanes
Section 12-12	Primary Fire District
Section 12-13	Secondary Fire District
Section 12-14	Automatic Sprinkler Systems
Section 12-15	Maintenance of Aluminum Wiring Connections
Section 12-16	Smoke Detectors Required
Section 12-17	Mulch Piles and Pine Straw
Section 12-18	Permit and Inspection Fees
Section 12-19 Fire Ext	inguishers Required
Section 12-20	Stovetop Fire Suppression
Section 12-21	Outdoor Fires and Burning

ARTICLE III - MISCELLANEOUS

Section 12-22	Fire Chief
Section 12-23	Penalties and Remedies

Article I

INTERFERENCE WITH FIRE FIGHTING ACTIVITIES

Section 12-1 Interference with Firefighters; False Alarms

(a) As provided in G.S. 69-39, no person may willfully interfere in any manner with firefighters engaged in the performance of their duties.

(b) As provided in G.S. 14-236, no person may wantonly and willfully give a false alarm or damage fire alarm, detection, or extinguishing equipment.

Section 12-2 Riding on Fire Department Apparatus

No person other than a member of the Fire Department may mount or ride upon any fire engine, wagon or apparatus before it leaves the station or while on its way to or from a fire or at any other time, except by permission of the officer in command.

Section 12-3 Congregating at Fires

It shall be unlawful for persons to congregate on the streets, sidewalks or other areas adjacent to a fire so as to interfere with the operations of members of the Fire Department.

Section 12-4 Tampering with or Shutting Off Fire Hydrants

(a) No person may tamper with, open or turn on, shut off, or remove any fire hydrant within the Town without the consent of the Town Manager.

(b) Whenever a fire hydrant is shut off or removed with the permission of the Town Manager in accordance with sub section (a), the person responsible for such action shall immediately inform the Fire Chief as soon as such hydrant is replaced or put back in service.

(c) For purposes of this section, the term "person" shall specifically include, but shall not be limited to, the Orange Water and Sewer Authority and any of its employees or agents.

Sections 12-5 through 12-8 Reserved

Article II

FIRE PREVENTION AND PROTECTION

Section 12-9 Enforcement of Volume V of the North Carolina State Building Code

(a) As provided in G.S. 143-138 and Part 5 of Article 19 of Chapter 160A of the North Carolina General Statutes, the Town shall enforce Volume V (the North Carolina Fire Code) of the North Carolina State Building Code.

(b) The following appendix to the North Carolina Fire Code is hereby adopted and incorporated by reference: Appendix B, Fire Flow Requirements.

(c) Records of all required monthly, quarterly, and annual system inspections, tests, and maintenance, as required by the North Carolina Fire Code and referenced National Fire Protection Association standards, shall be provided to the Town of Carrboro through an approved third-party inspection reporting system.

(d) Any violation of the North Carolina Fire Code, including any failure to cease such violation or to correct such violation, or otherwise comply with any corrective order duly ordered by a town official, within the prescribed time period, and any failure to pay re-inspection fee or other associated fees, shall be a violation of this article.

Section 12-10 Operational and Construction Permits Required

(a) No person may engage in any of the operations or activities listed in Sections 105.6 or 105.7 of the Fire Code except pursuant to a valid and current operational or construction permit (as applicable) issued by the Fire Chief for such activity (i.e. all permits listed in Section 105.6 and 105.7 shall be regarded as mandatory).

(b) As provided in Section 105.3.1 of the Fire Code, an operational permit shall remain in effect until reissued, renewed, or revoked, or for such period of time as specified in the permit. Permits are not transferable and any change in occupancy, operation, tenancy, or ownership shall require that a new permit be issued.

Section 12-11 Fire Lanes

(a) No person may park a motor vehicle in or otherwise obstruct a fire lane that is designated and marked as provided in this section. However, notwithstanding the foregoing, persons loading and unloading supplies or merchandise may park temporarily in a fire lane located in a shopping center or mall parking lot as long as the vehicle is not left unattended.

(b) Whenever the Fire Chief determines that a portion of a street, road, other access way, or parking lot located adjacent to, near to or leading to a building used for residential purposes

should be designated as a fire lane according to the criteria set forth in subsection (c), the Fire Chief shall specifically describe to the person in control of such area (the owner or occupant) the precise dimensions and location of such area and require such person to mark such area in accordance with the provisions of subsection (d).

(c) A fire lane should be established in any area described in subsection (b) that needs to remain unobstructed so that fire fighting vehicles and other emergency vehicles have adequate access to buildings. Subject to subsection (d), the precise dimensions and the location of each fire lane shall be determined by the Fire Chief, exercising the Fire Chief's best professional judgment in furtherance of the objective state in the previous sentence. However, in most circumstances, the minimum width of a fire lane shall be twenty feet.

(d) Subject to subsection (e), upon being provided with the information described in subsection (b) of this section, the person entitled to control over the area where the fire lanes have been established (the occupant or the owner) shall clearly mark the fire lanes as follows:

(1) If the fire lane is designated adjacent to a curb, the lane shall be marked by painting the curb yellow for the entire length of the fire lane and by posting legible signs alongside of the fire lane within three feet of the curb that state "No Parking, Fire Lane, Tow Away Zone." These signs shall be placed not lower than four feet from the ground nor higher than seven feet. Sufficient signs shall be placed so that no portion of the yellow pavement marking designating the fire lane is more than fifty feet from such a sign. When so designated, the fire lane shall comprise an area sixteen feet wide running adjacent to the yellow curb marking.

(2) If the fire lane designated adjacent to the edge of a travel lane along which there is a curb but along which signs may be placed without obstructing the flow of traffic, then the lane shall be marked by posting legible signs alongside the fire lane within three feet of the edge of the travel lane that state "No Parking, Fire Lane, Tow Away Zone." These signs shall be placed not lower than four feet from the ground nor higher than seven feet. Such signs shall be placed at the extreme limits of the fire lane and at intervals of not more than eighty feet. When so designated, the fire lane shall comprise an area twenty feet wide running adjacent to the edge of the travel lane where the fire lane signs are posted.

(3) If the fire lane is designated in an area not adjacent to a curb and not in an area where signs can be conveniently posted, lanes shall be marked by outlining the perimeter of the lane with a yellow line not less than three inches wide, and painting on the pavement within the fire lane the words "No Parking, Fire Lane, Tow Away Zone" in letters not less than six inches high, so that no portion of the fire lane is more than thirty feet from the painted words "Fire Lane."

(e) If the Fire Chief determines that the manner of marking fire lanes as prescribed in subsection (d) is impracticable, unnecessarily cumbersome or difficult or causes an

unnecessary hardship because of the peculiar circumstances affecting a particular fire lane and that adequate notice of the existence of the fire line can be given in some other way, the Fire Chief may authorize the person exercising control over the area of the fire lane to mark the lane is some other satisfactory manner. The Fire Chief shall inform such person in writing why the deviation is authorized and how the fire lane must be marked.

Section 12-12 Primary Fire District

(a) There is hereby established a primary fire district, which shall consist of that area designated as such on the official Town "Fire District Map." dated February 3, 1987, a copy of which shall be maintained in the office of the Town Clerk.

(b) As provided in 160D-1128, within the primary fire district no frame or wooden building or structure or addition thereto may be erected, altered, repaired, or moved (either into the district or from one place to another within the district) except in accordance with a building permit issued by the building inspector and approved by the Commissioner of Insurance.

(c) Within the Primary Fire District, all new buildings for which a building permit is issued after the effective date of this subsection, and all existing buildings upon a change of occupancy classification, shall have installed a fully automatic firm alarm system capable of notification of the 911 Center without human recognition.

Section 12-13 Secondary Fire District

(a) There is hereby established a secondary fire district, which shall consist of that area designated as such on the official Town "Fire District Map," dated February 3, 1987, a copy of which shall be maintained in the office of the Town Clerk.

(b) As provided in 160D-1128, within the secondary fire district, no building or structure or addition thereto that is categorized as Type V construction under the North Carolina State Building Code may be erected, altered, repaired, or moved, subject to the following:

(1) The restrictions of this subsection shall not apply to buildings used entirely as single-family residences or duplexes.

(2) Type V construction may be used in:

a. Nonresidential buildings if sprinkler systems are installed in accordance with the standards set forth in N.F.P.A. 13.

b. Buildings that combine residential and nonresidential uses if sprinkler systems are installed in accordance with N.F.P.A. 13.

c. Multi-family residential buildings if sprinkler systems are installed in accordance with N.F.P.A 13-R.

Section 12-14 Automatic Sprinkler Systems

(a) Notwithstanding any provision of the North Carolina State Building Code or any public or local law, including but not limited to Chapter 143 of the General Statutes, all fraternity and sorority houses within the Town and its extraterritorial planning jurisdiction shall install and keep in operable condition automatic sprinkler systems, in accordance with subsection (c).

(b) Notwithstanding any provision of the North Carolina State Building Code, any building within the Town and its extraterritorial planning area that is of a type described in this subsection and for which a building permit is issued after the effective date of this subsection shall include an automatic sprinkler system, installed in accordance with subsection(c). This subsection shall apply to:

(1) Buildings that are designed, intended, or used as multi-family residential buildings containing three or more attached housing units.

(2) Nonresidential buildings that contain at least 5,000 square feet but less than 6,000 square feet of floor area, unless such buildings are equipped with smoke detectors that are installed in accordance with Volume 7 Sections 71-72(e) of the Standards of the National Fire Protection Association and tied into a central alarm system.

(3) Nonresidential buildings containing 6,000 or more square feet of floor area.

(4) Residential or non-residential buildings in excess of 50 feet in height.

(5) Buildings that are designed, intended, or used for assembly occupancy, with an occupant load of 100 or more persons.

(c) Automatic sprinkler systems shall be approved by the building inspector and the Fire Chief. Every automatic sprinkler system required by this section shall conform with the requirements of "Standard of the National Fire Protection Association for the Installation of Sprinkler Systems" (NFPA Pamphlet No. 13), except that a single water supply required by those standards may be permitted by the building inspector and the Fire Chief.

(d) The owner of any building containing an automatic sprinkler system shall have that system inspected at least annually by an independent party approved by the Fire Chief as competent to make such an inspection and shall furnish to the Fire Department a written certification signed by such party and stating the sprinkler system has been inspected and is in proper working order.

(e) All connections shall be located on the street side of each building, and activation of the sprinkler system shall activate both a local building alarm and a supervisory alarm at a twenty-four (24) hour certified and licensed alarm monitoring service.

(f) For purposes of this section:

(1) The height of a building shall be the vertical distance measured from the lowest mean elevation of the finished grade on any one side of the building to the highest point on the roof of the building.

(2) A building shall be a structure designed to be used as a place of occupancy, storage, or shelter.

(3) Subject to the following sentence, all portions of a building under a continuous roof structure shall be regarded as a single building, regardless of the existence of fire walls or separate ownership. Notwithstanding the foregoing, for purposes of this section, each space within a non-residential building shall be considered a separate building if such space is completely separated from other spaces by a four hour fire wall of masonry construction that is established on its own footing, and extends at least three feet through and above the roof on each side and has sufficient structural stability to allow collapse of construction on either side without collapse of the wall itself for at least four hours under fire conditions.

(4) The term "extraterritorial planning area" shall mean that area defined in subdivision 15-15(22.1) of this code.

(g) Subsection (b) applies to existing buildings only to the extent and under the circumstances that the provisions of the North Carolina State Building Code apply to existing buildings.

(h) Whenever sprinkler systems are installed, either due to an ordinance requirement or installed voluntarily, then sprinkler heads shall be installed to provide protection to decks, balconies, storage areas and breezeways to the extent the same is practicable. Such sprinklers shall be installed to provide adequate sprinkler coverage in accordance with manufacturer's instructions.

Section 12-15 Maintenance of Aluminum Wiring Connections

(a) The owners of all rental residential dwelling units that use aluminum wiring in their electrical systems shall be responsible for ensuring that not less than once each year in each such dwelling unit all switch and receptacle plates are removed and the electrical connections tightened and all terminals on the panel box are tightened.

(b) Every owner of a building that is subject to the provisions of subsection (a) shall, either personally or through an authorized agent, and upon request of the Town fire prevention officer made once each year, certify to the Town fire prevention officer that such owner is in compliance with subsection (a). The fire prevention officer may require that such certification be on a form provided by the Town. No such owner may knowingly make a false certification under this subsection.

(c) The owner of a building that is covered by subsection (a) of this section on its effective date shall have three months to make the initial inspection. The owners of buildings covered by subsection (a) that are constructed after the effective date of this section shall make the first inspection not later than one year after the date the building is first occupied.

Section 12-16 Smoke Detectors Required

(a) Every owner of a rental residential dwelling unit lawfully constructed without smoke detectors shall install or ensure that a smoke detector is installed in such dwelling unit in accordance with the provisions of this section. Installation in accordance with this section must be complete and smoke detectors duly operable within thirty days after the effective date of this section.

(b) Smoke detectors shall be installed in accordance with the following requirements:

(1) Only ionization or photoelectric type smoke detectors shall be installed.

(2) Smoke detectors with power sources not directly connected to the electrical system of the residential unit may be powered by self-monitored batteries or operated from an electrical outlet which is fitted with a plug restraining device, provided the outlet is not controlled by any switch other than the main power supply.

(3) Smoke detectors shall be installed in accordance with the requirements of the National Fire Protection Association (pamphlet No. 74) and the manufacturer's specifications. Installation shall be either on the ceiling, at least six (6) inches away from any wall, or on a wall located from four (4) to twelve (12) inches from the ceiling.

(4) At least one (1) smoke detector shall be installed to protect the sleeping area within each residential unit. Where bedrooms or rooms ordinarily used for sleeping are separated by other-use areas (such as kitchens or living rooms, but not closets or bathrooms), or are located on different stories or floor levels, they shall be considered as separate sleeping areas.

(5) Residential units with more than one sleeping area shall require the installation of additional smoke detectors to protect each sleeping area.

(6) Smoke detectors shall be installed outside of sleeping areas but in the immediate vicinity of such rooms, centrally located in the corridor or area giving access to the rooms. In residential units without separate sleeping areas, the smoke detectors shall be centrally located in the main room.

(7) A smoke detector installed in a stairwell shall be so located as to assure that smoke rising in the stairwell cannot be prevented from reaching the smoke detector by an intervening door or obstruction.

(8) Smoke detectors in rooms with ceilings that slope shall be located at the high side of the room.

(9) Smoke detectors shall not be mounted in front of an air supply duct outlet or between the sleeping area and the furnace cold air return.

(10) Where one or more sleeping areas are located on a level above the cooking and living area, the smoke detector for such sleeping areas shall be placed at the top of the stairway.

(c) The installation and maintenance responsibilities of owners and tenants shall be as follows:

(1) The owner of a rental residential unit shall be responsible for supplying and installing, in an operable condition, the required smoke detector(s).

(2) The owner of a rental residential unit shall be responsible for the maintenance and testing of smoke detectors, in accordance with the manufacturer's instructions, which are located in commons areas. The owner's responsibilities shall include making an inspection at least annually of all smoke detectors, replacing at least annually the batteries in all battery-operated smoke detectors, and promptly repairing or replacing all smoke detectors when the need to do so is discovered in such inspection or is brought to the attention of the owner by the tenant or otherwise.

(3) At every change of tenancy, where the occupancy of any one tenant is of one (1) month or more, it shall be the duty of the owner to test and ascertain that those smoke detectors contained in the unit are in proper working order, and if not, the owner shall be responsible for placing said smoke detectors in an operable condition before the unit is reoccupied.

(4) The owner shall keep a written record of the maintenance and battery replacement required under this section, which record shall be made available to the Fire Chief or the Fire Chief's designee upon request.

(5) No tenant of any residential rental unit may tamper with any smoke detector so as to render it inoperable.

(d) For purpose of this section:

(1) The term "owner" means any person who alone, jointly, or severally with others has all or part of the legal title to any rental residential unit, with or without accompanying actual possession thereof, or has all or part of the beneficial ownership of any residential unit and a right to present use and enjoyment thereof, including a mortgage in possession, as well as any person who has charge, care, or

control of any rental residential unit as the owner, executor, administrator, trustee, guardian of the estate or as duly authorized agent of the owner.

(2) Notice to any agent of the owner under this section shall be deemed to be notice to the owner.

Section 12-17 Mulch Piles and Pine Straw

(a) No person may cause, suffer, or permit any mulch pile to be created or maintained on any premises if such mulch pile (i) is larger than eight feet in height, or (ii) covers more than 400 square feet of ground area.

(b) Any mulch pile for which a permit is required under Section 105.6.47 (i.e. one comprising 200 cubic feet or more) shall be separated from any other mulch pile for which such a permit is required by a distance of at least fifty feet. In addition, each such pile must be accessible by an approved fire apparatus access road capable of withholding the imposed loads of a fire truck (60,000 lbs.) and have an all-weather driving surface.

(c) No pine straw or any other decorative ground cover or material with a fire rate of spread more than 12 inches per minute shall be placed, kept, or stored within ten feet of any building with combustible exterior construction and/or combustible doors, windows or other openings. This subsection shall apply to all buildings with combustible exterior construction in existence upon the effective date hereof, upon thirty (30) days notice hereof, and to all new construction with combustible exteriors.

Section 12-18 Permit and Inspection Fees

Permit and inspection fees for the permits and inspections authorized or required by this chapter shall be charged by the Town as provided in the Miscellaneous Fees and Charges Schedule adopted annually by the Town Council.

Section 12-19 Fire Extinguishers Required

All multi-family buildings containing three or more dwelling units shall be required to have at least one portable fire extinguisher in all exterior stairwells, mounted between three and five feet above finished floor on every level. Portable fire extinguishers shall be installed in all enclosed stairwells, at the same height, on every level. For multi-family buildings not incorporating stairwells, portable fire extinguishers shall be installed mounted on 4 x 4 posts or similar devices that make the extinguishers accessible to all occupants. Fire extinguishers shall be installed and maintained per National Fire Protection Association Standard #10 (Standard of Portable Fire Extinguishers) as referenced in the North Carolina Fire Code.

Section 12-20 Stove Top Fire Suppression Units

New residential construction (both single and multi-family) shall contain stove or range top fire suppression units where installation of the same in accordance with the manufacturer's specifications is practicable.

Section 12-21 Outdoor Fires and Burning

(a) Open Burning, Recreational Fires, and Portable Outdoor Fireplaces

- 1. It shall be unlawful to kindle or maintain or authorize to be kindled or maintained open burning as defined by the North Carolina Fire Code.
- 2. It shall be unlawful for any person to burn or cause to be burned any outside or open fire within the town, except fires used for outdoor cooking or recreation.
- 3. It shall be unlawful to burn trash, refuse, construction debris, or yard waste, such as trees, limbs, and stumps.
- 4. Fires contained within portable or fixed outdoor fireplaces shall not be considered open burning for the purposes of this section and shall be allowed if all conditions listed below are met and maintained until the fire is extinguished.
 - a. The portable or fixed outdoor fireplace is located at a one- or two-family residential dwelling.
 - b. The portable or fixed outdoor fireplace is used in accordance with the manufacturer's instructions.
 - c. The portable or fixed outdoor fireplace is not operated within 15 feet of a structure or combustible material.
 - d. The portable or fixed outdoor fireplace must have a screen or spark-arrestor in place while in operation.
 - e. Fires in portable or fixed outdoor fireplaces shall be constantly attended until the fire is extinguished.
 - f. A fire extinguisher or other on-site fire extinguishing agent, such as dirt, sand, water barrel, or garden hose, shall be available for immediate utilization.
- (b) Burn Ban or Fire Restrictions
 - 1. A burn ban or fire restriction issued by any authorized state or local entity, including the North Carolina Forestry Service or Orange County Fire Marshal's Office, shall extend to all areas within the town limits.
- (c) Luminaries and Other Open Flame Ceremonial Devices
 - 1. Luminaries or similar open flame ceremonial devices shall not be considered open burning for the purposes of this section and shall be allowed if all conditions listed below are met and maintained until the flame is extinguished.
 - i. The Fire Department must be notified a minimum of two weeks before the scheduled event.
 - ii. The Town of Carrboro Public Works Department must be notified a minimum of two weeks before the event to request leaf and other yard debris pickup in the area.
 - iii. Sufficient sand or a similar non-combustible material must be added to the device to prevent the device from tipping and to separate the flame from combustible materials.

- iv. Luminaries or other open flame ceremonial devices shall be constantly attended until extinguished. Person(s) responsible for monitoring the devices shall, at a minimum, be located every two (2) blocks to monitor the devices and shall have the ability to alert emergency personnel immediately if there is a fire.
- 2. It shall be unlawful to release or cause an untethered sky lantern or any similar aerial open flame ceremonial device to be released.
- (d) Extinguishment Authority
 - 1. Where outdoor fires or burning of any type creates or adds to a hazardous situation, a fire department official is authorized to order the extinguishment of the fire.
- (e) Enforcement of Regulations
 - 1. The provisions of this section shall be in addition to any other applicable codes, ordinances, or regulations regarding outdoor fires and burning. Where a conflict exists between this section and any other applicable regulations, the stricter regulations shall govern the proposed activity.

Article III

MISCELLANEOUS

Section 12-22 Fire Chief

(a) When used in this chapter, the term "Fire Chief" refers to the Town Fire Chief or to any other person designated by the Manager to perform the duties assigned to the Fire Chief by this chapter.

(b) As provided in Section 1-9 of this code, the duties assigned to the Fire Chief may be delegated.

Section 12-23 Penalties and Remedies

(a) A violation of any of the following sections shall constitute a misdemeanor, punishable as provided in G.S. 14-4: Sections 12-2, 12-3, 12-4, 12-11, 12-14, 12-15, 12-16, and 12-17 (violation of Sections 12-1, 12-9, 12-10, 12-12, and 12-13 are punishable as provided in the provisions of state law cited in those sections). It is specifically intended that violation of subsection 12-11(a), parking in a designated fire lane, not be made a criminal offense.

(b) A violation of any of the sections listed in subsection (a), a violation of subsection 12-11(a) (parking in a designated fire lane), and a violation of any of the provisions of the Fire Code shall subject the offender to a civil penalty of \$50.00. If a person fails to pay this penalty within ten days after being cited for a violation, the Town may seek to recover the penalty by filing a civil action in the nature of debt.

(c) As provided in S.L. 1979, Ch. 301, a vehicle parked in a fire lane in violation of Section 12-11 is declared to be an abandoned motor vehicle and may be removed by the Town in accordance with the procedures set forth in Chapter 11 of the Town code.

(d) The Town may seek to enforce this chapter through any appropriate equitable action.

(e) Each day that a violation continues after the offender has been notified of the violation shall constitute a separate offense.

(f) The Town may seek to enforce this chapter by using any one of any combination of the foregoing remedies.

Race and Equity Pocket Questions

Title and purpose of this initiative: 2025 Ordinance Amendments

Department: Town Manager's Office / Recreation, Parks and Cultural Resources / Fire Department

What are the racial and equity impacts?

- Town Property Alcohol Consumption Amendment

- Proposed amendment adds the Drakeford Library Complex to the list of Town properties where events including alcohol consumption may be held with Town approval pursuant to policies for reservation and use of the respective facilities. This expands the variety of events that Carrboro residents may be able to hold at the Drakeford specifically, while also providing additional available space overall.
- Town Property Smoking and Vaping Amendment
 - Proposed amendment adds new language regulating the use of smoking or vaping products in Town-owned buildings, vehicles, parks, and playgrounds. This revision adds additional specific language to the existing building and vehicle prohibitions for the use of electronic nicotine delivery systems, as well as a new section implementing similar language for outdoor properties. These revisions maintain the previous language under which the Town Manager may authorize the use of such products in limited areas both indoors and outdoors. These revisions are intended to regulate the use of nicotine products in spaces in which children, those with respiratory difficulties, and others may be present, particularly in outdoor recreational environments.

- Fire Code Amendment

 Proposed amendment adds new language defining the process of submitting relevant fire inspections, tests, and maintenance to the Town and defines the circumstances which constitute violations of the Town's Fire Protection code. Additional language is added prohibiting unsanctioned outdoor burning, with explicit exceptions for cooking, recreation, and ceremonial flames.

The primary impacts of these changes lie in the additional requirements placed on residents to comply with the Fire Protection code, as well as the authority given to Fire Department officials to extinguish flames that are or may become hazardous. Permitted outdoor flames must abide by specific criteria listed in the changes or may be extinguished at the order of Fire Department officials.

Who is or will experience community burden?

- Town Property Alcohol Consumption Amendment
 - This amendment may place an additional burden on the operations of the Drakeford Library Complex as the space may now be reserved for events involving alcohol. This can create circumstances in which sections or the entirety of the library are made inaccessible to those who cannot legally consume, as well

as opening up the potential for damages caused by event participants under the influence. Additionally, event disruptions caused by alcoholic beverages may adversely impact the overall quality of events as well as the general atmosphere of the space and beyond. Consequently, residents and other visitors to the Library may have a lesser-quality experience and may be discouraged from utilizing the space regularly.

Town Property Smoking and Vaping Amendment

• This amendment may create potential burden for residents and the Town as areas immediately beyond Town property may become de facto smoking zones, which can have cascading impacts on the quality of life in those areas that may lie on other public or private property. Additional impacts may arise individuals who use nicotine products in their various forms, potentially including those who would be considered addicted to nicotine. Limiting the areas in which they can engage in these products' usage may limit their ability to utilize or engage in public spaces that are otherwise open to residents, obligating users to go to different locations or the edge of town property to smoke or vape.

- Fire Code Amendment

The potential burdens of these changes are multi-dimensional, with new responsibilities/authorities placed on Fire Department officials to regulate and control outdoor burning, as well as upon residents to comply with the ordinance. All residents who wish to use open flames while outdoors must adhere to the specified requirements. An example of the multi-dimensional impact may be found in the provisions outlining the necessary mechanisms for using a portable or fixed outdoor fireplace, with six separate conditions that must be met for the fireplace to not be considered open burning. These requirements may constitute burdens on residents to ensure they adequately comply.

Who is or will experience community benefit?

- Town Property Alcohol Consumption Amendment

• This amendment opens up the Drakeford Library Complex to events that involve alcohol, expanding availability of spaces for such events and providing opportunities for residents and other members of the public to make use of the public facilities.

- Town Property Smoking and Vaping Amendment

• This amendment seeks to improve the overall community experience on Town properties such as buildings, Town Commons, parks, and playgrounds through placing limitations on appropriate areas for use of nicotine products. These limitations would improve overall air quality in the respective areas, limiting exposure to carcinogens and irritants that may have outsized impacts on those with respiratory difficulties and other vulnerable populations.

- Fire Code Amendment

• The potential benefits of these changes lie in the additional clarity on what forms of open burning are permissible and under what circumstances. By laying out specific criteria that must be met, residents have explicit guidance on how to comply, while also providing officials with a 'checklist' to reference for a given circumstance. This clarity can eliminate uncertainty and potential disparities in enforcement by providing explicit standards of practice.

The material benefits of these changes facilitate more regulated and safer outdoor burning, now limited to cooking, recreational, and ceremonial circumstances alone. This may have the effect of mitigating the number of uncontrolled flames within Town limits, with the associated risks to residents and their property.

What are the root causes of inequity?

- Town Property Alcohol Consumption Amendment

• By adding the Drakeford Library Complex to the list of eligible event venues involving alcohol, this revision may impact the overall quality of the Drakeford space for individuals not participating in such events. If damages or other impacts on the space are incurred due to events involving alcohol consumption, the overall quality of the experience and utility of the space for all other members of the public may suffer.

- Town Property Smoking and Vaping Amendment

• This amendment is a fundamentally exclusionary change to the Town code, which establishes barriers to the use of public Town property and facilities. While these barriers stand to benefit members of the public through improved air quality and the decreased presence of irritants that may impact those with respiratory difficulties, these revisions still necessarily impact how individuals make use of public property. Those who routinely smoke or vape, who may have a nicotine dependence of varying degrees, would be discouraged from these activities in a broader range of public spaces, including outdoor spaces where previously such activities were considered permissible.

- Fire Code Amendment

• These changes make procedural and material changes to the enforcement of the Town's Fire Protection code, namely in defining what constitutes a violation and what constitutes open burning under Town ordinances. Consequently, these changes may now mark as violations behaviors that Town residents had engaged in prior to these amendments. Residents who may not have routine accessibility to the Town's ordinances by physical or digital means may therefore be unaware of these changes in regulation until a circumstance arises where they are asked to comply with an official order or are found in violation. The Town is therefore responsible for ensuring residents are adequately informed of changes to the Town Code regarding both enforcement and possible future penalties.

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

- Town Property Alcohol Consumption Amendment
 - The addition of the Drakeford Library Complex to the list of eligible venues for events with alcohol consumption may lead to unintended damage of the space, necessitating cleaning or repairs that may impact others' experience of the building. Although current practice for the Century Center requires a certain level

of insurance for events to be approved, the potential for physical damages to the space remain. Additionally, potential disruptions from events involving alcohol may degrade overall user experience and may cause visitors who would otherwise make use of the Complex to go elsewhere. Time and space constraints would also place limitations on programming that does not involve alcohol as events must schedule around each other and broader availability.

- Town Property Smoking and Vaping Amendment

 Aside from setting exclusionary limits on where individuals may smoke or vape, this amendment has the potential to force users of these products into neighboring private or public areas, sidewalks, or roadways in order to smoke. This can lead to de facto smoking areas cropping up just beyond the limits of the designated town properties, where enforcement is technically beyond the scope of the ordinance. This in turn can have successive impacts for the air quality and potential for damaging irritants in areas just outside the jurisdiction of the ordinance, without the explicit consent of property owners or other individuals who find themselves in those areas.

- Fire Code Amendment

• The specificity of these changes in defining violations and open burning practices may lead to an increase in the number of calls placed to the Fire Department that constitute corrective or preemptive actions. This may produce negative and positive impacts alike. More calls from residents concerned with open flames in violation of the Code, or with the potential for personal or property damage, may reduce overall instances of fire related emergencies due to outdoor burning. At the same time, Fire Department officials may find they are being called by residents for open flames that are not in violation according to the letter of the ordinance, but which neighbors or others may consider to be personal nuisances.

How is your department planning to mitigate any burdens, inequities, and unintended consequences?

- Town Property Alcohol Consumption Amendment

• The Town should consider adopting similar rules and procedures for approving alcohol-consumption events for the Drakeford Complex as already exist for the Century Center and other locations. This will standardize the Town's approach to event venues while implementing the same liability, safety and property protections in order to preserve the quality of the space and beyond for all users.

- Town Property Smoking and Vaping Amendment

The ordinance as written provides for the Town Manager to designate specific spaces, indoors, outdoors, and in vehicles alike, for the use of nicotine products. To mitigate the potential overflow of smoke or vapors into neighboring areas by total exclusion, explicit labeling of designated smoking areas would contain the impacts to specific, delineated boundaries. This would also allow users to remain on Town properties rather than excluding them from otherwise common areas.

- Fire Code Amendment

• The Fire Department may mitigate the potential burdens or unintended consequences of these proposed changes through comprehensive resident

education through digital or physical means. This may include social media, press releases, or mailers, with the unifying goal of providing residents with a basic understanding of the revised ordinance's impact, the reasons for the revisions, and how to maintain compliance.

Additionally, as currently proposed, violations of the open burning provisions do not incur a penalty, with the new language primarily serving as guidance on best practices for public safety. This mitigates the impact compliance actions could have on the financial or legal concerns of residents, and allows the Department to facilitate a more educational approach with the ordinance rather than punitive.



Town of Carrboro

Agenda Item Abstract

File Number: 25-056

Agenda Date: 6/17/2025 In Control: Town Council Version: 1 File Type: Consent Agenda

Contract Amendment with Freese and Nichols, Inc. for Schedule Extension for the Downtown Area Plan.

PURPOSE: The purpose of this agenda item is to authorize the Town Manager to extend the contract with Freese and Nichols, Inc. (FNI) to complete the Downtown Area Plan

DEPARTMENT: Planning

COUNCIL DIRECTION:

___X__ Race/Equity _X___ Climate _X__ Comprehensive Plan ___Other

Completion of the Downtown Area Plan was included in the Carrboro Connects comprehensive plan's top 35 priorities, selected based on the opportunity to advance equity and support climate action and sustainability, as Land Use Strategy 2.1A. and Economic Development Strategy 2.1. The plan seeks to refine the twenty-year vision for the downtown area of Carrboro, through equitable community engagement and detailed analyses, and will have implications to the affordability, accessibility, and experience of residents and visitors to Carrboro. This plan will also inform the ongoing new Carrboro Unified Development Ordinance (UDO) project.

INFORMATION: The Town released a Request for Qualifications (RFQ) in November 2023, and authorized the Manager to enter into a contract with Freese and Nichols, Inc. (FNI) for consulting services on the Downtown Area Plan March 3, 2024. To ensure the Downtown Area Plan realizes Carrboro's commitment to equitable engagement, and to include feedback provided by the Town Council at the May 13, 2025 work session, the contract previous ending June 30, 2025 must be extended. In addition to completed work, FNI's scope includes the development of an implementation plan which will include analyses to gauge whether proposed changes are serving Carrboro's community in ways that advance racial equity and climate resilience.

FISCAL IMPACT: There is no additional fiscal impact associated with this item. The amendment is necessary to extend the contract period to align with the current project timeline. Additional funding to address feedback from the Town Council and the community, not to exceed \$27,000, was adopted as part of the FY26 Budget on June 3, 2025.

RECOMMENDATION: Staff recommends that the Town Council consider the resolution (*Attachment A*) authorizing the Town Manager to execute a contract extension for Freese and Nichols, Inc., extending the contract to December 31, 2026.

A RESOLUTION AUTHORIZING THE TOWN MANAGER TO EXTEND THE CONTRACT WITH FREESE AND NICHOLS, INC. FOR COUNSULTING SERVICES FOR THE DOWNTOWN AREA PLAN

WHEREAS, the Town of Carrboro adopted the *Carrboro Connects* Comprehensive Plan on June 7, 2022, which establishes as a priority project the creation of a Downtown Area Plan; and,

WHEREAS, on March 3, 2024 the Town entered into a contract with Freese and Nichols, Inc. to complete the Downtown Area Plan ending June 30, 2025; and

WHEREAS, it is necessary to extend the contract to complete the original scope of work, including the last round of community engagement and the implementation chapter of the plan.

NOW, THEREFORE, BE IT RESOLVED by the Carrboro Town Council that the Council authorizes the Town Manager to extend the contract with Freese and Nichols, Inc. until December 31, 2026, to complete the Downtown Area Plan, including an allocation of funding for necessary consulting services not to exceed \$27,000.

This the 17th day of June 2025.



Town of Carrboro

Agenda Item Abstract

File Number: 25-075

Agenda Date: 6/17/2025	
In Control: Town Council	
Version: 1	

File Type: Consent Agenda

Fiscal Year 2024-25 Budget Amendment #4

PURPOSE: To approve budget, grant, and capital project ordinance amendments for Fiscal Year 2024-25 (FY 2025)

DEPARTMENT: Finance

COUNCIL DIRECTION:

____Race/Equity ____Climate ____Comprehensive Plan __X_Other

INFORMATION:

Communication & Engagement

1. Language Access Program: The Town is in receipt of a grant award from the University of North Carolina at Chapel Hill in the amount of \$25,000. Allowable expenses under the grant include costs associated with Language Access Program services. This amendment formally establishes the Language Access Program (*Grant Project #99905*) in the Grants Multi-Year Fund in the amount of \$25,000 to be used consistent with the donor's intent.

Planning, Zoning, and Inspections

- 2. **Safe Routes to School:** PZI is in receipt of an additional grant award from the North Carolina Department of Transportation (NCDOT) for the Safe Routes to School project in the amount of \$128,000. Acceptance and subsequent use of this additional funding award is contingent on a 20% matching contribution from the Town. This amendment provides for the appropriation of the total additional amount of \$160,000 in the Safe Routes to School project (*Grant Project #54012*), already established in the Grants Multi-Year Fund. This amendment also authorizes a transfer from the General Fund in the amount of \$32,000 for the Town contribution, to be provided for by an appropriation of fund balance.
- 3. **Transportation Demand Management:** This amendment establishes the Transportation Demand Management (TDM) project (*Grant Project #54030*) in the Grants Multi-Year Fund in the amount of \$10,000 to be offset in full by grant revenue. This project enables the Town to receive periodic reimbursement for expenses allowable under the TDM grant agreement.

Public Works

- 4. **Town Hall Renovations:** The Public Works Department is requesting additional funding for the Town Hall Renovations capital project (*Capital Project #66250*) in the Capital Projects Multi-Year Fund. This request is due to unanticipated additional costs in an earlier phase of the project. This amendment provides for an increase to the project ordinance in the amount of \$67,135.38, and authorizes a transfer from the General Fund of the same amount, to be provided for by an appropriation of fund balance.
- 5. Westwood Cemetery: Consistent with the Westwood Cemetery Master Plan previously authorized by Council, the Public Works Department is requesting the establishment of the Westwood Cemetery capital project *(Capital Project Ordinance #66048)* in the Capital Projects Multi-Year Fund in the amount of \$54,521.51. This amendment authorizes a transfer from the General Fund of the same amount to fund the project, to be provided for by a reallocation of existing ARP-enabled funding allocated for the same purpose.
- 6. **Wayfinding:** The Public Works Department requests the establishment of the Wayfinding project (*Capital Project Ordinance #66047*) in the Capital Projects Multi-Year Fund in the amount of \$148,048. This project provides for the construction of Town signage to help with visitor navigation of the Town. For use toward this project, the Town received an award of \$100,000 from the Carrboro Tourism Development Authority and an award of \$44,827 in Article 46 Economic Development funding. This amendment also authorizes a transfer from the General Fund for the remaining \$3,221, to be provided for by reallocation.
- 7. **Stormwater Utility Enterprise Fund:** The Stormwater Utility Enterprise Fund included an adopted FY2025 budget of \$1,642,008. As part of fiscal year-end closeout, revenues in the fund are estimated not-to-exceed \$1,200,000. This amendment provides for a revision to the revenue budget through a reduction of \$442,008 based on actual performance of fee revenues in the fund, and an increased appropriation of fund balance at the same amount. The Stormwater Utility Enterprise Fund also included an appropriation for operating emergency reserves in the amount of \$400,000. As these funds were not utilized during the fiscal year, this amendment reallocates this amount to provide for a transfer out into the Stormwater Capital Fund for use toward future capital needs. This amendment also appropriates one-time Stormwater Fund balance for an additional catch-up contribution in the amount of \$100,000 to be transferred out into the Stormwater Utility Capital Fund.

Finance

8. **Capitalization Threshold:** During the audit of the Town's financial statements for the fiscal year ended June 30, 2024, the Town's independent audit firm made a recommendation to set a \$50,000 minimum capitalization threshold for leases subject to Governmental Accounting Standards Board (GASB) Statement No. 87 and subscription-based IT arrangements (SBITAs) subject to GASB Statement No. 96. In prior fiscal years, the Town

capitalized leases and SBITAs at a minimum of \$5,000. This amendment changes the Town's minimum capitalization threshold effective the fiscal year ending June 30, 2025, consistent with the independent audit firm's recommendation. There is no additional budgetary impact associated with this item.

- 9. **ARP-Enabled Programs:** In FY2024, Council adopted an ordinance to recognize all remaining revenue associated with its American Rescue Plan (ARP) allocation, also known as "revenue replacement," ordinance. This amendment provides for the following:
 - a. Formal closeout of the American Rescue Plan Act (ARPA) Fund (a special revenue fund), including the appropriation and transfer of all remaining ARPA Fund balance into the General Fund, in an amount currently estimated at \$365,315.18, representing interest earned in the ARPA Fund. As a result of the transfer in, fund balance appropriated in the General Fund shall be reduced by an equivalent amount. All other budget amounts in the ARPA Fund for FY2025 shall be zeroed and closed out.
 - b. The reappropriation of unspent ARP-enabled amounts in the General Fund in an amount totaling \$5,528,180. This amount is funded through an appropriation of fund balance in the General Fund, at the equivalent amount, currently allocated for ARP.
- 10. **Interfund Transfers:** As part of fiscal year-end, additional one-time fund transfers are necessary to provide for the Town contributions previously authorized by Council into capital projects and special revenue funds. This amendment formally authorizes transfers from the General Fund to fund these contributions, currently estimated at \$1,469,228, for the following funds and projects, to be provided for through an equivalent appropriation of fund balance.
 - a. Capital Projects Multi-Year Fund \$1,139,000
 - i. Pedestrian Safety Implementation and Bike Plan
 - ii. Bicycle Loop Detectors
 - iii. Vehicle Replacements for FY2025
 - b. Bond Projects Multi-Year Fund \$142,035
 - i. Morgan Creek Greenway
 - ii. Homestead Road Chapel HS Multi-Use Path

c. Affordable Housing Fund - \$188,193

FISCAL IMPACT: This amendment increases the budget appropriation for the Grants Multi-Year Fund by \$239,827; increases the General Fund by \$7,096,543; increases the Capital Projects Multi-Year Fund by \$269,704; increases the ARPA Fund by \$365,315.18; and increases the Stormwater Utility Enterprise Fund by \$100,000.

RECOMMENDATION: The Manager recommends the Council approve the budget, grant, and capital project ordinance amendments for Fiscal Year 2024-25.



Subject: Fiscal Year 2024-25 Budget Amendment #4

Agenda Date: 06/17/2025 Department: Finance

PURPOSE: To approve budget, grant, and capital project ordinance amendments for Fiscal Year 2024-25 (FY 2025).

BACKGROUND:

Communication & Engagement

1. Language Access Program: The Town is in receipt of a grant award from the University of North Carolina at Chapel Hill in the amount of \$25,000. Allowable expenses under the grant include costs associated with Language Access Program services. This amendment formally establishes the Language Access Program (*Grant Project #99905*) in the Grants Multi-Year Fund in the amount of \$25,000 to be used consistent with the donor's intent.

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Finance

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FISCAL IMPACT: This amendment increases the budget appropriation for the Grants Multi-Year Fund by \$239,827; increases the General Fund by \$7,096,543; increases the Capital Projects Multi-Year Fund by \$269,704; increases the ARPA Fund by \$365,315.18; and increases the Stormwater Utility Enterprise Fund by \$100,000.

RECOMMENDATION: The Manager recommends the Council approve the budget, grant, and capital project ordinance amendments for Fiscal Year 2024-25.



Town of Carrboro

Agenda Item Abstract

File Number: 25-060

Agenda Date: 6/17/2025 In Control: Town Council Version: 1 File Type: Consent Agenda

Authorization for the Town Manager to Enter into a Contract with Design-Build Firm for Town Hall Renovation

PURPOSE: To seek Council authorization for the Town Manager to negotiate and enter into a contract not to exceed \$750,000 with the selected design-build firm to complete phase 1 of the Town Hall building design and renovation project.

DEPARTMENT: Public Works, Finance

COUNCIL DIRECTION:

_X Race/Equity _X Climate _X Comprehensive Plan ____Other

On June 20, 2023, the Carrboro Town Council approved a resolution authorizing the use of unassigned fund balance of \$1 million for professional services, such as architects, engineers, consultants and other professionals needed for the design and construction of renovations for Town Hall. See Attachment A - Resolution approving Unassigned Fund Balance for Town Hall Renovations. The renovation is intended to improve functionality, accessibility, and energy efficiency.

INFORMATION: On April 8, 2025, the Town posted a Request for Qualifications for Design-Build Services for the Town Hall. A qualifications-based selection process was conducted in accordance with North Carolina General Statutes, resulting in the shortlisting and interview of six design-build teams. Following evaluation, a preferred firm will be identified based on qualifications, experience, and proposed approach. The posting for RFQs is attached as Attachment B - Posted RFQ.

FISCAL IMPACT: The fiscal impact for phase 1 of the Town Hall design and renovation project will be up to \$750,000 to be funded out of the Capital Projects fund. These funds were previously allocated for this project on June 20, 2023.

RECOMMENDATION: Staff recommend that the Town Council approve the attached resolution, allowing the Town Manager to award a contract in an amount not to exceed \$750,000 to the selected design-build firm to complete phase 1 of the Town Hall design and renovation project.

ATTACHMENT H

RESOLUTION AUTHORIZING THE USE OF UNASSIGNED FUND BALANCE FOR TOWN HALL RENOVATION

WHEREAS, the Town Council for the Town of Carrboro has adopted a Fund Balance Policy; and,

WHEREAS, the adopted Fund Balance Policy provides that when the unassigned fund balance exceeds 35%, the Town Manager may assign some of all of the amount above 35% for transfer to the Capital Projects Fund for future capital expenditures; and,

WHEREAS, the Town's annual independent audit at June 30, 2022 confirmed that the fund balance exceeds 35%; and,

WHEREAS, the Town Manager has assigned \$1.0 million of fund balance; and,

WHEREAS, the adopted Fund Balance Policy requires formal action by the Town Council to commit the use of fund balance in the current year or future year's budget;

NOW THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF CARRBORO THAT:

Section 1: An appropriation of \$1,000,000 is hereby made for the renovation of Town Hall.

Section 2: The Town Manager is authorized to transfer \$1,000,000 from unassigned fund balance in the General Fund to the Capital Projects Fund for the renovation of Town Hall.

Section 3: Eligible expenditures may include professional services, such as architects, engineers, consultants and other professional needed for the design and construction of renovations for Town Hall.

Section 4: Any funds not used for the renovation of Town HLL as noted in Section 1 above shall revert back to the unassigned fund balance in the General Fund.

Section 5: The Town Clerk shall file a copy of this resolution within five days with the Finance Officer.

Section 6: This resolution shall be effective July 1, 2023 and shall remain in effect until the project is completed.



Town of Carrboro, North Carolina Request for Qualifications

Design-Build Services for Town Hall Renovation

RFQ #: PW-2025-TH

Issue Date: <u>4/08/2025</u> Submittal Deadline: <u>5/05/2025</u>

PROJECT DESCRIPTION

The Town of Carrboro, North Carolina, is seeking proposals from qualified design-build firms for the renovation of the Carrboro Town Hall. This project encompasses the pre-design, design, and construction phases, with the goal of delivering a fully renovated facility that meets both the functional needs of Town staff and elected officials and aligns with the Town's energy efficiency and sustainability objectives. The selected firm will work closely with Town representatives to ensure the renovation is completed within the approved budget and schedule.

Carrboro Town Hall, located at 301 West Main Street, is a three-story, 22,141 square foot timber-framed structure with load-bearing brick perimeter walls, originally constructed in 1922. The building houses offices for staff across nine departments of the town government, as well as the Council Chambers.

Key project goals include:

- Meet space needs for Town employees
- Improve energy efficiency and sustainability
- Enhance accessibility
- Upgrade restroom facilities
- Expand and modernize the Council Chambers
- Install new dedicated back-up generator
- Preserve the historic character of the building

The Town has allocated an initial planning budget of \$750,000 and anticipates a total project budget of up to \$15,000,000, pending approval by Town Staff and Council. Following award of design-build contract, Town plans to begin Phase 1, which includes pre-design, design, and cost estimating, in June 2025. The contract will then be extended to Phase 2, which covers final design and construction, pending approval by Town Staff and Council of the initial renovation scope, schedule, and budget. Project completion is expected by 2028.

SCOPE OF WORK

The selected design-build firm will be responsible for providing comprehensive services throughout the renovation process. The project will be divided into two phases:

Phase 1: Pre-Design, Design, and Cost Estimating

Phase 1 will include the pre-design assessment, design development, and cost estimating services. The goal of this phase is to assess the existing facility, develop design concepts, and prepare preliminary estimates for the renovation.

Activities:

- Pre-Design Assessment:
 - Conduct a thorough evaluation of the existing Town Hall facility, including building systems, functionality, and usage.
 - Develop a comprehensive space program based on the needs of Town staff, elected officials, and other stakeholders.
 - o Provide recommendations for space reallocation and layout adjustments.
 - In consultation with Town Staff, establish sustainability goals for project which align with <u>Town of Carrboro's Community Climate Action Plan</u>. The Town may additionally desire to work with Duke Energy Design Assistance or similar programs.
 - Present conceptual options for two renovation scenarios: a phased renovation that allows staff to remain in building during renovation and a renovation of vacant Town Hall building.

• Design Development:

- Develop initial design concepts, incorporating feedback from stakeholders and the pre-design phase.
- Propose sustainable building systems and their integration into the renovation.
- Refine the design based on Town feedback and develop schematic drawings, including floor plans, elevations, and site plans.
- Cost Estimating and Project Schedule:
 - Provide preliminary cost estimates for each renovation scenario (phased renovation with staff remaining in building and full renovation of vacant building).
 - Provide preliminary cost estimates and energy, operational cost and carbon emissions reduction estimates for proposed green building strategies.
 - Prepare a preliminary construction schedule for each scenario.

Deliverables:

- Space program document outlining functional requirements.
- Preliminary budget estimates for each renovation scenario.
- Preliminary project schedules for each renovation scenario.
- Schematic design documents (floor plans, site plans, elevations).
- Design narrative describing the project's vision, program, and design direction.

Phase 2: Final Design and Construction

Phase 2 includes the development of final construction documents and the actual construction of the Town Hall renovation project. This phase will proceed once the initial design, schedule, and budget have been approved by the Town.

Activities:

• Design Development Refinement:

- Finalize architectural and engineering design elements, including dimensions, materials, finishes, and systems (HVAC, electrical, plumbing, fire protection) and green building elements.
- Coordinate with engineering consultants to finalize building systems.
- Update the construction cost estimate based on the final design.

• Construction Documents:

- Prepare complete and precise construction documents, including detailed drawings, specifications, and schedules.
- Develop written specifications that define construction materials, methods, and products.
- Submit the final set of construction documents for local permitting approval.
- Construction:
 - **Pre-Construction and Mobilization:**
 - Finalize contracts, procure materials, obtain permits, and set up the construction site.
 - Construction Management:
 - Oversee daily construction activities, manage subcontractors, monitor quality, schedule, and costs, and address change orders.
 - Commissioning and Project Handover:
 - Test building systems, prepare punch list, conduct final inspections, and provide training and documentation to the Town.

Deliverables:

- Final set of construction documents (detailed drawings, specifications, schedules).
- Finalized construction cost estimate.
- Permitting applications for final construction approval.
- Regular progress and inspection reports during construction.
- Commissioning report.
- Final project documentation: as-built drawings, operation manuals, punch list completion, and final project report.
- Completion certifications: final payment application, Certificate of Occupancy, and any other required local authority approvals.
- Staff training on all new equipment and operations.

CONTACT INFORMATION

All technical or scope of work questions should be directed to: Michael Johnson Capital Projects Manager Email: <u>mjohnson@carrboronc.gov</u> Phone: 919-918-7424

All questions pertaining to this solicitation must be submitted in writing no later than 3:00 PM on 4/25/2025. Only written questions will be considered. Any information given by telephone will be considered informal. Any questions that the Town feels are pertinent to all proposers will be emailed as an addendum to the solicitation.

An optional pre-proposal site visit will be held at Carrboro Town Hall at 301 West Main Street, Carrboro NC 27510 on 4/17/2025 at 7:00am.

Any corrections or addendums to this RFQ will be posted at the following web page: <u>http://townofcarrboro.org/bids.aspx</u>

Applicants are responsible for monitoring this page for any corrections or addendums. In the event that a correction or addendum is posted, applicants must include within their Cover/Introductory Letter a statement acknowledging that applicants have read and understand it.

DEADLINE FOR SUBMISSION OF RESPONSES

Interested firms must submit a Statement of Qualifications by email by 3:00 PM EST on 5/05/2025. Qualifications received after this deadline will not be considered.

Firms should enter "RFQ # PW-2025-TH: Company's Name" as the subject line for the email. Submit responses as an attachment in PDF format. RFQ shall be submitted to Chaz Offenburg, Finance Director, at <u>coffenburg@carrboronc.gov</u> and copied to <u>mjohnson@carrboronc.gov</u>.

Chaz Offenburg Finance Director Town of Carrboro Email: <u>coffenburg@carrboronc.gov</u>

LICENSING STATEMENT

In order to offer Construction services (General Contracting, Electrical Contracting, Plumbing, Heating and Fire Sprinkler Contracting, or Landscape Contracting) and Design services (Architecture, Engineering, or Landscape Architecture) as part of the response to this RFQ, the proposing firms must be properly licensed to provide Construction and Design services in the State of North Carolina. More information on North Carolina state boards may be found at the following websites:

Construction:

- NC Licensing Board for General Contractors: <u>https://nclbgc.org</u>
- NC State Board of Examiners of Plumbing, Heating and Fire Sprinkler Contractors: <u>https://www.nclicensing.org</u>
- NC Landscape Contractors' Licensing Boards: <u>https://nclclb.com</u>

Design:

- NC Board of Architecture: <u>http://www.ncbarch.org</u>
- NC Board of Examiners for Engineers and Surveyors: http://ncbels.org
- NC Board of Landscape Architects: <u>https://www.ncbola.org</u>

SUBMISSION GUIDELINES General Instructions:

- Keep the submission to a maximum of 25 single-sided pages.
- Use a font size no smaller than 11 point.

Required Sections:

- 1. Cover Letter:
 - Briefly state your interest in the project.
 - Include your team's name, address, and contact details (name, email, phone) for the project point of contact.

2. Professional Qualifications & Key Personnel:

- Provide details for each firm and subconsultant, including:
 - 1. Firm name, address, and brief description.
 - 2. Firm's qualifications, experience, and relevant certifications.
 - 3. License to practice in North Carolina.
- Provide resumes for key personnel, their roles, licenses, and qualifications.

- For subconsultants, describe their roles and include key personnel info.
- Explain personnel availability and how the team will be organized.

3. Team Experience:

- Provide examples of:
 - 1. Similar projects successfully completed.
 - 2. Experience incorporating sustainable design strategies into building renovations including any experience with Net-Zero, LEED certified, or LEED equivalent projects and utilizing Duke Energy Design Assistance programs or similar.
 - 3. Experience with designing systems that do not rely on fossil fuels (natural gas, propane or fuel oil, etc.), and/or converting existing fossil-fuel based systems to electrical power. Proposals should further demonstrate ability to calculate upfront, annual, and lifecycle costs, as well as technical feasibility assessments for all-electric solutions
 - 4. Collaboration between team members.
 - 5. Cost estimation and schedule adherence, including before-and-after comparisons.
 - 6. Understanding of the project location and any past experience in the area.
 - 7. Design-build projects

4. Project Approach:

- Describe how you will deliver the project, covering:
 - 1. Your current workload and available resources.
 - 2. Your process for each project phase (pre-design, design, and construction), including team selection, quality practices, and any other relevant details.
 - 3. Project team selection strategy (options for licensed contractors, subcontractors, and design professionals).

5. References and Certifications:

- Provide:
 - 1. Completed reference form A (attached) or provide a list with at least 3 and no more than 5 client references.
 - 2. Statement explaining project team selection process and affirming that each licensed design-build team member including design professionals and sub-consultants included in this submittal was selected based upon demonstrated competence and qualifications in the manner provided in the State of North Carolina's General Statute on procurement of construction services (G.S. 143-128.1A)

EVALUATION CRITERIA

- Firm Qualifications and Experience (40%)
 - Firm's Background: Experience in renovation projects of similar scope and complexity, including incorporation of sustainability strategies.
 - Licensing & Certifications: Ensure the firm and key personnel are properly licensed in North Carolina.
 - Past Performance: Ability to deliver projects on time, within budget, and meet sustainability goals.
- Key Personnel and Team Experience (30%)

- Staff Qualifications: Experience, qualifications, and roles of key personnel, including their expertise in municipal projects, renovations, and energy efficiency and electrification.
- Team Availability and Structure: Availability of personnel and the structure of the team, ensuring adequate resources throughout the project.
- Collaboration & Communication: Proven teamwork between design and construction teams, along with successful project delivery.
- Strategy for achieving Minority- and Women-Owned Business utilization goals.
- Project Approach and Methodology (20%)
 - Project Delivery Process: Clear approach for each phase (pre-design, design, construction), including quality control and risk management.
 - Sustainability & Energy Efficiency: Strategies for integrating sustainable and energy-efficient systems into the renovation.
 - Team Selection Strategy: Method for selecting qualified contractors and professionals.
- References (10%)
 - Client References: At least three references from similar projects, highlighting client satisfaction and successful project outcomes.

CONTRACT

This solicitation for the design and renovation of Carrboro Town Hall will be awarded consistent with North Carolina General Statute 143-128.1A for design-build and all applicable federal, state, and local laws.

The selected Firm will report directly to the Town's designee and is to administer the contract to ensure that all work is performed in accordance with the contract requirements.

The selected Firm will be required to furnish proof of Professional Liability insurance coverage in the minimum amount of \$1,000,000. Liability insurance certificates should list the Town of Carrboro as an additional insured.

MINORITY AND WOMEN-OWNED BUSINESS UTILIZATION

The Town of Carrboro encourages minority participation in all procurement activities and has set a goal for minority and women-owned business enterprise participation for public projects. This goal is ten percent (10%) for each project. The Town, as awarding authority for projects, and the contractors and subcontractors performing the contracts awarded, shall cooperate and in good faith do all things, legal, proper, and reasonable to achieve the goal of ten percent (10%) for participation by minority businesses in each project.

See the Town's adopted Outreach Plan and Guidelines for Recruitment and Selection of Minority- and Women-Owned Business Businesses for Participation in Town of Carrboro Building Construction Contracts.

SUSTAINABILITY

The Town of Carrboro's Community Climate Action Plan commits the Town to achieving 80% reduction in municipal greenhouse gas emissions by 2030 from a 2010 baseline. This plan has four important strategies: 1) reduce the Town's energy consumption in buildings and operations by maximizing energy efficiency; 2) electrify the Town's fleet and transition Town buildings to all-electric systems; 3) invest in renewable energy and 4) build resilience to the impacts of climate change.

The Town strongly desires to work with firms that support these goals and have the experience and expertise to deliver on these strategies.

Consistent with the goals in its Community Climate Action Plan, the Town desires that all capital projects optimize energy use and energy related operational and maintenance practices, conserve water, and increase building resiliency. Proposals submitted for retrofitting existing buildings should incorporate experience performing energy audits or comparable analysis using industry accepted standards to inform opportunities to reduce energy consumption within the facility.

See the Town of Carrboro's Community Climate Action Plan.

REFERENCES

Firm must supply two to three references of clients for whom similar work was performed. A Firm may fill out this form by hand or substitute a typed form containing all the information requested below.

Reference Company Name:	
Contact Address:	Phone#:
Nature of work performed:	
Reference Company Name:	
Contact Address:	Phone#:
Nature of work performed:	

Reference Company Name:

Contact Address:	Phone#:	
Nature of work perfor	med:	

Attachment C

A RESOLUTION AUTHORIZING THE TOWN MANAGER TO EXECUTE A CONTRACT WITH A DESIGN-BUILD FIRM FOR THE RENOVATION OF THE TOWN HALL BUILDING

WHEREAS, the Town of Carrboro recognizes the need to renovate the existing Town Hall building to enhance operational functionality, meet current and future space needs, and to improve public access, safety, and energy efficiency; and

WHEREAS, the Town has completed a qualifications-based selection process in accordance with North Carolina General Statutes to identify the most qualified design-build firm for this project; and

WHEREAS, the design-build approach will support a more efficient, collaborative, and cost-effective project delivery; and

WHEREAS, on June 20, 2023 the Carrboro Town Council approved a resolution authorizing the use of unassigned fund balance of \$1 million for professional services, such as architects, engineers, consultants and other professionals needed to begin the design and construction of renovations for Town Hall;

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF CARRBORO, that the Town Manager is hereby authorized to negotiate and enter into a contract with the selected design-build firm to complete phase 1 of the Town Hall building design and renovation project, in a contract approved by the Town Attorney, and in an amount not to exceed \$750,000.

Adopted June 17, 2025.



Town of Carrboro

Agenda Item Abstract

File Number: 25-063

Agenda Date: 6/17/2025 In Control: Town Council Version: 1 File Type: Consent Agenda

Resolution in Support of a Revised Safe Streets for All (SS4A) Demonstration Grant Application.

PURPOSE: This item requests Town Council approval of a resolution (Attachment A) supporting a revised application for a SS4A Demonstration Grant.

DEPARTMENT: Planning

COUNCIL DIRECTION:

 \underline{X} Race/Equity \underline{X} Climate \underline{X} Comprehensive Plan \underline{X} Other

The Town of Carrboro plans to apply for a SS4A Demonstration Grant. The grant, if awarded, would allow for the Town of Carrboro to make improvements to demonstrate effectiveness for improved bicycle and pedestrian safety and mobility, with a focus on Safe Routes to School (SRTS) improvements. The project would support implementation of the Town's Safe Routes to School Action Plan, the Community Climate Action Plan, and Transportation & Mobility strategy 2.2-H, I, and K in the Comprehensive Plan. (Racial equity pocket questions were prepared as part of the April 1st agenda item.)

INFORMATION: The SS4A Program provides \$5 billion (\$2 billion remaining for future years) nationwide for projects that prevent roadway deaths and serious injuries (<u>FY25 SS4A Notice of Funding Opportunity | US</u> <u>Department of Transportation <https://www.transportation.gov/grants/ss4a/fy25-nofo></u>). Planning and Demonstration Grants are available to create a SS4A Action Plan or to fund demonstration projects that can be analyzed for future projects.

Staff has determined that improving Safe Routes to School (SRTS) should be the focus of the Town's Demonstration Grant application. The proposed demonstration projects will be located near Carrboro Elementary School and McDougle Elementary and Middle Schools. A list of the projects and projected costs is provided (*Attachment B*), and to meet the requirements of the Demonstration grants, none of the projects will permanently alter the roadway. The proposed scope of work includes pavement markings in multiple locations, both for bike lane buffers and intersection refuge islands, possible installation of flexible delineators, and rectangular rapid flashing beacons (RRFBs) at key intersections. Before and after data collection and analysis is also required for the grant, as the projects are intended to be a model, should they be successful, for future projects, and to be removed if they are proven to be unsuccessful. Town staff has been working closely with the staff from UNC's Highway Safety Research Center and UNC's Injury Prevention Center to develop a proposal that aligns with the program criteria and meets current Town interests and needs.

The Town Council approved a resolution of support for a grant application on April 1, 2025 (<u>Town of Carrboro - Meeting of Town Council on 4/1/2025 at 6:00 PM <https://carrboro.legistar.com/MeetingDetail.aspx?</u> <u>ID=1278097&GUID=9923198E-7915-4727-A230-60635D1BD0B4&Options=info|&Search=></u>). Staff has recently received an updated preliminary engineer's estimate for the cost of installing RRFBs in other locations in downtown. Based on this new information, the project budget for the grant proposal has been increased to allow for more accurate estimated costs as described in detail below. The purpose of this agenda item is to request Council authorization to submit a revised application reflecting the updated project cost and local match.

FISCAL IMPACT: A 20% local match is required for the Demonstration Grant, should the Town's application be chosen for funding. Per the updated cost estimate, the anticipated cost for the grant proposal has been increased by \$430,000 for a total project budget of \$780,000: \$624,000 (80% federal) and \$156,000 (20% local match). The SS4A Demonstration Grant is a reimbursement grant, which requires the Town to pay costs up front and submit invoices for reimbursement. If the Town is awarded the grant, a separate agenda item relating to the project budget and necessary agreements will follow. Staff time is associated with grant administration, data collection, and data analysis.

RECOMMENDATION: Staff recommends that the Town Council consider the resolution (*Attachment A*) supporting the submittal of the updated SS4A Demonstration Grant application.

A RESOLUTION SUPPORTING A 2025 SAFE STREETS FOR ALL (SS4A) PLANNING AND DEMONSTRATION GRANT APPLICATION

WHEREAS, the United States Department of Transportation (USDOT) has announced a call for projects under the 2025 Safe Streets for All (SS4A) Planning and Demonstration Grant program; and

WHEREAS, the Town of Carrboro has prioritized transportation safety by promoting initiatives such as Vision Zero, Safe Routes to School, and the Town's Residential Traffic Calming program; and

WHEREAS, the Triangle West Transportation Planning Organization (TWTPO; formerly DCHC MPO) has completed a Vision Zero/SS4A Action Plan, which the Town Council has adopted; and

WHEREAS, the adoption of said plan by all relevant parties allows for communities such as Carrboro to apply for additional SS4A grant funding, including the Demonstration Grant; and

WHEREAS, the Demonstration Grant would allow for demonstration projects that further implement the Town's Safe Routes to School Action Plan, providing data that would be used in the development of future infrastructure; and

WHEREAS, new information has been received, that projected costs for the proposed rectangular rapid flashing beacons (RRFBs) have increased to \$310,000 each, increasing the total project budget to \$780,000 requiring a higher request for both the grant (\$624,000) and the Town's required 20% local match (\$156,000).

NOW, THEREFORE, BE IT RESOLVED by the Carrboro Town Council that the Town Council endorses the Town's 2025 USDOT SS4A Demonstration Grant Application.

This the 17st day of June in the year 2025.

Proposed SS4A Demonstration Gra

Street/Intersection
Hillsborough Rd/N Greensboro St
Hillsborough Rd (near McDougle
Schools)
W Main St/Poplar St
Shelton St/Hillsborough Rd/W Main St
Hillsborough Rd
Total Overall Cost
Local Match Needed
Total Grant Request

nt Projects

Estimated Co	st
\$315,000.00	
\$315,000.00	
\$65,000.00	
\$75,000.00	
\$10,000.00	
	\$780,000.00
	\$156,000.00
	\$624,000.00











Town of Carrboro

Agenda Item Abstract

File Number: 25-066

Agenda Date: 6/17/2025 In Control: Town Council Version: 1 File Type: Consent Agenda

Minor Modification Request to the Master Sign Plan for the 300 East Main Street Project Special Use Permit-A (SUP-A)

PURPOSE: This agenda item includes a resolution approving a minor modification to the SUP-A Master Sign Permit for 300 East Main, if Town Council chooses to approve the request.

DEPARTMENT: Planning, Zoning, Inspections, and Transportation

COUNCIL DIRECTION:

____Race/Equity _____Climate ___X__Comprehensive Plan ___X__Other

Other is marked as related to the town's Land Use Ordinance, which governs the process for considering a SUP -A request.

INFORMATION: Town staff has received an application requesting a minor modification to the Master Sign Permit for 300 East Main Street. If approved, the application will allow for the Center Theater Group to install up to a 65 square foot sign instead of the currently approved size of 24 square feet. The business is located in the former ArtsCenter space within the plaza (Unit G).

The original Master Sign Permit was approved on September 25, 2012; agenda materials are available here: 09_25_2012_A2.pdf http://www01.townofcarrboro.org/BoA/Agendas/2012/09_25_2012_A2.pdf

A modification to the Master Sign Permit was then approved by Town Council on September 16, 2014. The modification allowed for installation of a blade sign, a sign on the façade of the third floor of a building, and additional directional signage; agenda materials are available here: <u>Town of Carrboro - File #: 14-0268</u> <<u>https://carrboro.legistar.com/LegislationDetail.aspx?ID=1907167&GUID=0ED9BEB9-7211-4A96-98B7-86F894103407&Options=&Search=></u>

An additional modification to the Master Sign Permit was subsequently approved by Town Council on October 24, 2017. This modification allowed for installation of an additional sign on the façade of the third floor of a building, agenda materials are available here: <u>Town of Carrboro - File #: 17-318</u> <<u>https://carrboro.legistar.com/LegislationDetail.aspx?ID=3192013&GUID=787F64C5-8ABD-4A41-A6CE-53DF5EDCED49&Options=&Search=></u>

A resolution is included as Attachment A approving the current minor modification request, should Town Council choose to adopt it. Materials from the applicant and property owner are included as Attachment B, explaining the current request and authorizing Center Theater to be present for the Town Council meeting on behalf of the property owners.

Land Use Ordinance Section 15-271(d) allows for minor modifications to the approved Master Sign Permit in accordance with LUO Section 15-64. Per LUO Section 15-64(b), Town Council may simply approve the request, deny the request, or choose to call a public hearing before making a decision on the request.

FISCAL IMPACT: The applicants have paid the necessary fees associated with the application.

RECOMMENDATION: Staff recommends that Town Council adopt the attached resolution (*Attachment A*) approving the minor modification to the Master Sign Permit for the 300 East Main Street project.

The following resolution was introduced by Council Member _____ and duly seconded by Council Member _____.

A RESOLUTION APPROVING A MINOR MODIFICATION TO THE 300 EAST MAIN STREET PROJECT SPECIAL USE PERMIT-A TO MODIFY THE MASTER SIGN SIGNAGE FOR 300 E MAIN UNIT G.

WHEREAS, the Carrboro Town Council approved a Special Use Permit-A for the 300 East Main project on September 30, 2008; and

WHEREAS, an application has been received in accordance with LUO Section 15-271(d) of the Land Use Ordinance for a Minor Modification to the SUP-A to modify the Master Sign Plan; and

WHEREAS, staff has determined that the application includes information addressing the provisions of Section 15-271(d) for seeking approval of a Master Sign Plan Modification; and

WHEREAS, the Council has considered the information and determined that the application is worthy of approval.

NOW, THEREFORE BE IT RESOLVED by the Carrboro Town Council that the Master Sign Permit Minor Modification for Unit G is hereby approved.

This the 17th day of June in the year 2025.

April 28, 2025

- To: Carrboro Town Council
- From: East Main Square, LLC (f/k/a Main Street Properties of Chapel Hill, LLC), 370 East Main Street, Suite 200, Carrboro NC
- Re: Request to modify the "300 East Main" master sign plan to accommodate sign for Center Theater Company at 300 G-East Main St., Carrboro, NC, 27510.

Attached please find a request to modify the "300 East Main" master sign plan to permit our tenant Center Theater Company to install a sign on the north face of our 300 East Main Street office and retail building.

As you may recall from when the 300 East Main master sign plan was approved in 2012, or when previous modifications were made in 2014, the master sign plan leaves the signage needs of select businesses open for case-by-case review, thus necessitating this regular request for modification of the 300 East Main master sign plan to permit this specific sign.

Center Theater Company (CTC) is a community-based theater that features high-quality performing arts and musical educational programming for local children and also produces community productions for performers of all ages and abilities, including recent well-attended productions of A Christmas Carol, Little Mermaid, Silent Sky and Beauty and the Beast. Though still fairly recently established in the community, CTC is a highly-regarded member of the Carrboro arts and entertainment community, with rapidly expanding local programming.

CTC needs signage on the exterior of the building to inform the broader public of its venue location and, when staging performances, assist ticketholders and the general public in finding the venue when visiting downtown Carrboro.

CTC occupies the space formerly occupied by The Arts Center, whose sign continues to occupy the facade. CTC's physical space is very much larger than any other retail-level tenant in the East Main Square development. In contrast to the signage needs and average foot traffic for retail and offices, CTC typically attracts over 100 attendees to each performance, and nearly as many different children and their parents for each afternoon or evening class. Many of these attendees drive a considerable distance to attend and may at first be unfamiliar with the location of the venue. The primary challenge is that the front of the building where signage is located is set back well over 100ft from the roadway, and the architecture of the CTC's front entrance area itself is somewhat dark and awkward and doesn't present to a passerby as plainly identifiable and welcoming as the nearby retail spaces do. Further, since the original application for the "ArtsCenter" sign, sightlines from the roadway have further been inhibited by tree growth, and CTC wants to preserve those trees for the good of all, thus necessitating this proposed sign. Center Theater Company has collaborated with our landlord, East Main Square LLC (f/k/a Main Street Properties of Chapel Hill, LLC), to design a signage solution that hopefully overcomes the challenges of the site and meets the demands of attendees while maintaining an appropriate relative balance with neighboring retail signage and signage across Carrboro as a whole.

The requested modification would permit CTC to identify its business by installing a lit metal sign above the entrance port-cochere on the north face of the 300 East Main Street building. The dimensions and specifications of the proposed CTC sign are attached.

By this letter, please also be advised that East Main Square consents to CTC or its representatives appearing on East Main Square's behalf to seek approval of this request, without alteration of the request.

If you have questions or if you require additional information, please do not hesitate to contact either Robert Richardson by email at brichardson@rrhedge or by phone at (919) 819-6259, or Kevin Benedict of Main Street Properties at <u>kwbenedict@gmail.com</u> or at (919) 810-4410.

Thank you for your consideration.





Town of Carrboro

Agenda Item Abstract

File Number: 25-067

Agenda Date: 6/17/2025 In Control: Town Council Version: 1 File Type: Consent Agenda

Request-to-Set Public Hearing to Text Amendments Relating to Advisory Boards and Commissions

PURPOSE: The Town Council is asked to set a public hearing to consider text amendments to the Land Use Ordinance relating to the name, membership criteria and duties associated with certain advisory boards and commissions. A resolution setting a public hearing for September 16, 2025, has been provided.

DEPARTMENT: Planning and the Manager's Office

COUNCIL DIRECTION:

_____Race/Equity _____Climate ____X__Comprehensive Plan ___X__Other

Setting a public hearing for a text amendment to the Land Use Ordinance is a required step in accordance with North Carolina state statutes and Town regulations. Responses to the race and equity pocket questions will be provided with the public hearing materials.

INFORMATION: On October 15, 2024, the Town Council adopted Town Code and LUO text amendments to consolidate some advisory boards and commissions and to update criteria relating to attendance. Since that time, staff liaisons from have identified a few areas where additional modifications may be beneficial. These include changes to the membership and term of service, and duties for the Climate and Environmental Advisory Commission (CEAC), and the membership of the Safe Routes to School Implementation Committee (SRTS). It also provides and opportunity to include training requirements for the Planning Board and Board of Adjustment.

The Town Council must receive public comment before taking action on the draft ordinance. Orange County and Planning Board review is also needed.

FISCAL IMPACT: There is no fiscal impact relating to setting a public hearing. Costs and staff time are associated with public hearing and advisory board review.

RECOMMENDATION: Staff recommends that the Town Council consider the resolution (*Attachment A*) setting a public hearing for September 16, 2025, and referring the item to Orange County, the Planning Board, Climate and Environmental Advisory Commission and Transportation, Mobility and Greenways Advisory Commission.

A RESOLUTION SETTING A PUBLIC HEARING ON AN ORDINANCE AMENDING THE CARRBORO LAND USE ORDINANCE RELATING TO ADVISORY BOARDS AND COMMISSIONS

WHEREAS, the Carrboro Town Council seeks to provide ample opportunities for the public to comment on proposed amendments to the Land Use Ordinance.

NOW, THEREFORE BE IT RESOLVED that the Town Council sets a public hearing on September 16, 2025, to consider adopting "An Ordinance Amending the Carrboro Land Use Ordinance Relating to Advisory Boards and Commissions."

BE IT FURTHER RESOLVED that the draft ordinance is referred to Orange County and the Town of Carrboro Planning Board for consideration and recommendation prior to the specified public hearing date.

BE IT FURTHER RESOLVED that the draft ordinance is also referred to the following Town of Carrboro advisory boards and commissions.

Transportation, Mobility and Greenways Advisory Commission	Recreation and Parks Commission
Climate and Environmental Advisory Commission	Stormwater Advisory Commission
Economic Sustainability Commission	Housing and Human Services Advisory Commission
Other	

This is the 16th day of September in the year 2025.

AN ORDINANCE AMENDING THE CARRBORO LAND USE ORDINANCE RELATING TO ADVISORY BOARDS AND COMMISSIONS

DRAFT 06-04-25

THE TOWN COUNCIL OF THE TOWN OF CARRBORO ORDAINS:

Section 1. Section 15-21 (Appointment and Terms of Planning Board Members) of the Carrboro Land Use Ordinance is amended by adding a new subsection (h) to read as follows:

(h) Members of the planning board shall be required to complete at least hour of assigned training per year.

Section 2. Section 15-29 (Appointment and Terms of Board of Adjustment) of the Carrboro Land Use Ordinance is amended by replacing "Town Council" with "Board of Adjustment" in subsection (e) and by adding a new subsection (g) to read as follows:

(g) Members of the board of adjustment shall be required to complete at least hour of assigned training per year.

Section 3. Section 15-42 (Appointment and Terms of Transportation, Mobility and Greenways Advisory Commission), is amended by modifying subsection (a) to read as follows:

(a) There shall be a Transportation, Mobility and Greenways Advisory Commission (TMGAC) consisting of nine members appointed by the Council. Seven members shall be residents of the Town, and two members shall be a resident either of the Town, the Town's extraterritorial planning jurisdiction, or the Town's joint planning transition area. All such members ("regular members") shall be interested in or have expertise relevant to the duties of the TMGAC.

Section 4. Section 15-44 (Powers and Duties of TMGAC) is amended by modifying subsection (e) to read as follows:

(e) From time to time, the Town Council may appoint one or more individuals to assist the TMGAC to carry out its transportation responsibilities with respect to a particular subject area. By way of illustration, without limitation, the Council may appoint advisory committees to consider long-range transportation plans, pedestrians or bicycle plans, infrastructure safety improvements, etc. Members of such advisory committees shall sit as nonvoting members of the TMGAC when such issues are being considered and shall lend their talents, energies, and expertise to the planning board. However, all formal recommendations to the Council shall be made by the TMGAC.

- The Town Council may appoint a subcommittee of the TMGAC for the purposes of implementing the Safe Routes to School Strategic Action Plan as described in subsection (a) below.
 - a. The Safe Routes to School Implementation Committee shall recommend transportation projects, policies, programs, or activities that serve to increase the safety and convenience of walking and bicycling to school. The Committee shall provide guidance and support for implementing the recommendations of the adopted Safe Routes to School Action Plan and evaluating implementation progress. The Committee may provide assistance with seeking project or program funding, including applying for grants, Safe Routes to School event planning, and data collection.

- b. The TMGAC shall consider the recommendations of the SRTS Action Plan when carrying out its duties under subsections 15-44(a), (b) and (e) of this Chapter and its review of development applications and amendments described in Article IV and Article XX of Chapter 15 of the Town Code, the Carrboro Land Use Ordinance.
- (2) The Safe Routes to School (SRTS) Implementation Committee members shall include the full membership of the TMGAC and six additional members, appointed by the Town Council for two year staggered terms, but members may continue to serve until successors have been appointed.
 - a. The appointed SRTS Implementation Committee shall include two youth members and four adult members. Youth members may include any combination of students who attend public school in Carrboro at the elementary, middle school, or high school level. Adult members may include any combination of administrator, faculty, teacher, parent or parent of former student(s) from a public school in Carrboro at the elementary, middle school, or high school level.

The Town Council, when appointing SRTS Implementation Committee members, should seek to create a balanced committee with regard to student age, school representation, and adult experience and expertise.

- b. Appointed members may serve for two successive terms (or any part thereof). A member who has served for two successive terms (or any part thereof) shall be eligible for re-appointment only after an absence from the committee of at least one year.
- c. The committee may invite others with expertise in the subject matter to participate in the meeting as non-voting members.
- d. A member of the Chapel Hill/Carrboro School System or School Board may serve as a liaison to the committee.
- (3) The SRTS Implementation Committee shall meet at least four times a year, at the TMGAC's regularly scheduled meeting for the third Thursday of the month, or at additional special meetings as may be deemed necessary to complete its work.
 - a. Public notice for the meeting shall clearly identify the SRTS Implementation Committee agenda.
 - b. As the SRTS Implementation Committee is a subcommittee of the TMGAC, a quorum shall be determined on the basis of the TMGAC's membership, described in Section 15-43 above. There shall be no quorum requirement for the SRTS members.

Section 5. Section 15-45 (Appointment and Terms of Climate and Environmental Advisory Commission) Powers and Duties of the Planning Board) is rewritten to read as follows:

(a) There shall be a Climate and Environmental Advisory Commission (CEAC), consisting of nine members appointed by the Town Council. Eight members shall be residents of the Town, and one member shall be a resident either of the Town, the Town's extraterritorial planning jurisdiction, or the Town's joint planning transition area.

(b) CEAC members shall be appointed for three year staggered terms, but members may continue to serve until their successors have been appointed. Membership terms shall be as follows:

- (1) Four members shall be appointed for three year terms.
- (2) Three members shall be appointed for two year terms.
- (3) Two members shall be appointed for a one year term, one of which shall be a youth member aged 15-25.

Vacancies shall be filled for the unexpired terms only.

- (c) Members may be removed as follows:
 - (1) The chair or staff liaison shall file or caused to be filed with the town clerk an attendance report after each meeting identifying those members who are present or absent.
 - (2) Members shall be removed if they have three (3) unexcused absences, or if they miss more than sixty percent of the meetings during a twelve-month period. The town clerk shall send a removal notice to the member within ten days of the determination that the attendance requirements have not been met. This removal shall be effective on the date of such notice.
 - (3) Members may also be removed by the Town Council, after a hearing, for any good cause related to performance of duty.

(d) In appointing CEAC members, the Town Council shall seek persons with experience in climate action, environmental protection, biology, natural resources, and related topics. The Town Council shall seek to appoint at least one person with interest or expertise in community organizing or environmental justice. The Council shall also reserve one seat for a youth member, aged 15-25.

(e) Members of the Climate and Environmental Advisory Commission shall be administered an oath of office as prescribed by G.S. 160D-309.

Section 6. Section 15-45.2 (Powers and Duties of the CEAC), subsection (e) is amended to read as follows:

- (e) Advise on the design, organization and implementation of community outreach events.
- Section 7. All provisions of any town ordinance in conflict with this ordinance are repealed.
- **Section 8.** This ordinance shall become effective upon adoption.



Town of Carrboro

Agenda Item Abstract

File Number: 25-069

Agenda Date: 6/17/2025 In Control: Town Council Version: 1 File Type: Consent Agenda

Request to Authorize the Town Manager to Execute a Contract Amendment for Engineering Services

PURPOSE: To request that the Town Council authorize the Manager to execute a contract amendment with the Town Engineer, Sungate Design Group, for the provision of engineering services.

DEPARTMENT: Planning Department

COUNCIL DIRECTION:

____Race/Equity _____Climate _____Comprehensive Plan ___X_Other

INFORMATION: The Town currently retains Sungate Design Group (SDG) as its Town Engineer. SDG performs a number of professional engineering duties for the Town including but not limited to plan review to determine compliance with the stormwater requirements of the Land Use Ordinance (LUO), stormwater control measure (SCM) inspections, flood studies, engineering services for transportation projects (preliminary design and CEI), etc.

The Town is negotiating an updated service contract with SDG to reflect the firm's rate increase. No other changes to the contract are under consideration for this amendment.

FISCAL IMPACT: Funds made available in the Planning Department operating budget are sufficient to cover the amendment's costs. There is no additional budgetary impact associated with this item.

RECOMMENDATION: It is recommended that the Town Council adopted the attached resolution, authorizing the Town Manager to execute a contract amendment with Sungate Design Group.

ATTACHMENT A

A RESOLUTION AUTHORIZING THE TOWN MANAGER TO EXECUTE CONTRACTS FOR ENGINEERING DEVELOPMENT PLAN REVIEW SERVICES

THE TOWN COUNCIL OF THE TOWN OF CARRBORO RESOLVES:

Section 1. The Town Council hereby authorizes the Town Manager to amend these contracts provided such amendments do not change the original purpose and intent.

Section 2. This resolution shall become effective upon adoption.



Town of Carrboro

Agenda Item Abstract

File Number: 25-070

Agenda Date: 6/17/2025 In Control: Town Council Version: 1 File Type: Consent Agenda

Approval of the Five-Year Orange County Consolidated Plan and FY 25-26 HOME Annual Action Plan

PURPOSE: To consider approving the 2025-2029 Orange County Consolidated Plan and FY 2025-2026 HOME Annual Action Plan.

DEPARTMENT: Housing and Community Services

COUNCIL DIRECTION:

____Race/Equity _____Climate _X___Comprehensive Plan ____Other

Chapter 3. Strategy 4.1A - Continue to provide home repair grants to income-eligible and aging in place households.

Chapter 3. Strategy 5.3 - Prevent homelessness.

INFORMATION:

Consolidated Plan

A Five-Year Consolidated Plan for housing and community development programs in Orange County is required by the U.S. Department of Housing and Urban Development (HUD) for the Orange County HOME Consortium to receive HOME funds. The Orange County HOME Consortium (also known as the Local Government Affordable Housing Collaborative) is comprised of representatives from the Towns of Carrboro, Chapel Hill, Hillsborough, and Orange County. Council Member Jason Merrill is the Town of Carrboro representative on the Collaborative.

The 2025-2029 Consolidated Plan must assess the housing and community development needs of the jurisdiction, analyze market conditions, and provide a strategic plan that identifies priority needs, associated goals, and anticipated allocations of federal and other funds. The development process of the Consolidated Plan was conducted through public meetings, stakeholder interviews, resident surveys, statistical analysis, and a review of the prior community development plans.

The Consolidated Plan must be approved by all jurisdictions prior to submission to HUD. A summary and the full Consolidated Plan are provided in Attachments D and E respectively.

Annual Action Plan

Every year, Orange County is required to submit an annual plan for the use of HOME funds that outlines how they will be allocated for the upcoming program year and address the goals and priorities in the Consolidated Plan. The FY 2025-2026 Annual Action Plan was completed based on the HOME award recommendations made by the Local Government Affordable Housing Collaborative, detailed in the section below. All

participating jurisdictions must approve and authorize submission of the plan prior to submittal to HUD. The FY 2025-2026 HOME Annual Action Plan is included as Attachment F.

For FY 2025-2026, Orange County anticipates receiving the following HOME resources:

FY 2025-2026 HOME Funds	\$ 375,939.67
HOME Program Income	\$ 13,306.00
Total	\$ 389,245.67

The above amounts are estimates and may be adjusted according to the actual allocation received from HUD.

On April 24, 2025, the Collaborative decided to forego project applications for HOME funds and to instead dedicate funding to Tenant-Based Rental Assistance and County-wide repair and rehab programs. The decision was made due to the uncertainty of future federal funding and in response to public feedback received during the Consolidated Plan outreach. Feedback had elevated rental assistance and support for home repairs as priorities. On June 9, 2025, the Collaborative made the following funding plan recommendations for consideration by each of the jurisdictions' elected bodies:

OCCD - Repair and Rehabilitation	\$ 147,628.00
OCPEH - Tenant-Based Rental Assistance	\$ 147,628.00
EmPOWERment - CHDO set-aside	\$ 56,395.70
Administration (10% of HOME funds, per statute)	\$ 37,593.97
Total	\$ 389,245.67

FISCAL IMPACT: The Orange County HOME Consortium leverages resources, including private, state, and local funds, to fulfill and enhance the impact of federal HOME funds. For Fiscal Year 2025-2026, the HUD-required Local Match contribution is \$84,587.00. Each jurisdiction's contribution of the local match is based on its population. The Town of Carrboro's contribution to the matching funds is 15% of the total match, or \$12,688.00, and is included in the Affordable Housing Special Revenue Fund budget.

RECOMMENDATION: Staff recommends that the Council: (1) approve the 2025-2029 Consolidated Plan for Orange County for submission to U.S. Department of Housing and Urban Development. A resolution is provided as Attachment A; (2) approve the plan developed by the Orange County HOME Consortium for use of \$ 389,245.67 of FY 2025-2026 Orange County HOME Program funds; and (3) authorize this plan to be incorporated into the FY 2025-2026 Annual Action Plan and the 2025-2029 Consolidated Plan for Orange County for submission to the U.S. Department of Housing and Urban Development. A resolution is provided as Attachment B.

Attachment A

RESOLUTION APPROVING THE 2025-2029 ORANGE COUNTY CONSOLIDATED PLAN

WHEREAS, A Five-Year Consolidated Plan for Housing and Community Development Programs in Orange County is required by the U.S. Department of Housing and Urban Development (HUD) in order for Orange County to receive HOME funds through the Orange County Home Consortium; and

WHEREAS, Orange County serves as the lead entity for the Orange County HOME Consortium (also known as the Local Affordable Housing Collaborative) and the Town of Carrboro is a member of the Orange County HOME Consortium; and

WHEREAS, it is necessary to have approval of the 2025-2029 Consolidated Plan from all four member jurisdictions of the Orange County Home Consortium before the document can be submitted to the Department of Housing and Urban Development.

NOW, THEREFORE, BE IT RESOLVED THAT THE CARRBORO TOWN COUNCIL:

Section 1. Approves the 2025-2029 Orange County Consolidated Plan as required by HUD, including all understandings, assurances, and certifications required therein, for federal HOME Program funds.

Section 2. Authorizes this plan for submission to HUD.

Section 3. This resolution shall become effective upon adoption.

RESOLUTION APPROVING THE FY 2025-2026 HOME INVESTMENT PARTNERSHIP PROGRAM ANNUAL ACTION PLAN

WHEREAS, Orange County serves as the lead entity for the Orange County HOME Consortium (also known as the Local Government Affordable Housing Collaborative) and the Town of Carrboro is a member of the Orange County HOME Consortium; and

WHEREAS, HUD requires local match funds, of which the four local jurisdictions contribute proportionally based on population, and the Town of Carrboro's 2025-2026 match allocation is \$12,688; and

WHEREAS, the following 2025-2026 HOME Investment Partnership Program activities were reviewed by elected representatives from each jurisdiction and approved the following FY 2025-2026 HOME funding totaling \$389,245.67; and

<u>Orange County Community Development: \$147,628</u> Repair and rehabilitation for 15 owner-occupied units at or below 80% AMI currently experiencing homelessness. Ten of these households will be 50% AMI and below.

Orange County Partnership to End Homelessness: \$147,628 Tenant-Based Rental Assistance for 12 households at or below 30% AMI.

<u>EmPOWERment: \$56,395.70</u> HOME CHDO set-aside funds. Acquisition to preserve one unit of naturally occurring affordable housing in Carrboro.

Program Administration: \$37,593.97 10% of HOME funds, per statute.

NOW, THEREFORE, BE IT RESOLVED THAT THE CARRBORO TOWN COUNCIL:

Section 1. Approves the recommended plan for FY 2025-2026 Orange County HOME Program funds.

Section 2. Authorizes this plan to be incorporated into the Annual Plan for the 2025-2029 Consolidated Plan for Orange County for submission to the U.S. Department of Housing and Urban Development.

Section 3. This resolution shall become effective upon adoption.



Race and Equity Pocket Questions

Title and purpose of this initiative: Approval of FY25-29 OC Consolidated Plan and FY26 HOME Annual Action Plan **Department:** Housing and Community Services

What are the racial and equity impacts?

BIPOC residents earn less on average than their white counterparts. Due to the far-reaching impacts of systemic racism, Black, Latino, and Native American workers are more likely than white workers to be in lower-paying fields like service and production, while white workers have greater accessibility to, and more regularly hold, management and leadership roles.¹ As of April 2025, the median weekly wage for a Black man was \$1,000 and for a Hispanic man it was \$929, compared to \$1,219 for a white man.² In 2024, Indigenous American workers earned \$0.77 for every white worker's dollar.³ White households currently own 85% of total household wealth in the US but make up only 66% of households.⁴

As a result of these disparities, BIPOC workers, specifically Black, Latino, and Indigenous workers, face larger gaps between their wages and the cost of housing than white workers. Subsequently, BIPOC residents have lower rates of rental success and homeownership and, conversely, higher rates of housing cost-burden, housing insecurity, and homelessness. Specifically, Black residents make up 57% of those experiencing homelessness in Orange County, while only comprising 12% of the population.⁵

In Orange County, the current Fair Market Rent (FMR) for a 2-bedroom apartment is \$1,875, ranking in the top 3 for most expensive FMRs in the state. This requires an hourly wage of \$36 to afford. Due to the high costs of housing in our area, 55% of renters are cost burdened (paying more than 30% of their gross monthly income on housing expenses), with 18% of homeowners having difficulty affording their homes. Overall, 31% of Orange County households are cost-burdened when it comes to housing. As research from the Consolidated Plan indicates, housing burden increases as income decreases. When looking at racial economic and housing disparities across the US and in our area specifically, it is clear the burden of high housing costs falls disproportionately on communities of color. In addition to the staggering overrepresentation of Black residents in the homeless population, data from the report suggests that Orange County's Latinx population is specifically and severely housing cost-burdened.⁶

The HOME Consortium's FY25-26 Annual Action Plan will create more opportunities for rental support in Orange County and preserve affordable homeownership units for people earning between 0% and 60% AMI, a population that is disproportionately made up of BIPOC. By financially servicing the housing needs of this low-to-moderate-income, largely BIPOC population in our County, Carrboro will contribute

¹ Bureau of Labor Statistics, 2020a; Allard & Brundage, Jr., 2019

² Table 3. Median usual weekly earnings of full-time wage and salary workers by age, race, Hispanic or Latino ethnicity, and sex, first quarter 2025 averages, not seasonally adjusted - 2025 Q01 Results

³ Earnings Disparities by Race and Ethnicity | U.S. Department of Labor (dol.gov)

⁴ U.S. Wealth Gaps Remain Despite Widespread Gains | St. Louis Fed (stlouisfed.org)

⁵ <u>Homelessness in Orange County | ocpeh (ocpehnc.com)</u>

⁶ <u>NCH-CountyProfile-Orange.pdf</u>



to a more equitable housing landscape in our area. The Partnership hopes to dedicate \$351,651.70 in FY25-26 funds to three projects:

- \$147,628 for Repair and Rehabilitation of 15 units in Hillsborough owned by people living at 60% AMI or below
- \$147,628 for A Tenant-Based Rental Assistance (TBRA) program through the Orange County Partnership to End Homelessness (OCPEH), meant to target 12 households currently experiencing homelessness in the County, with zero income and multiple disabling conditions
- \$56,395.70 for acquisition and preservation of an affordable unit in Carrboro

The FY25-29 Consolidated Plan provides foundational guidance for the goals and activities outlined by the HOME FY26 Annual Action Plan, framing those goals in a timeline that allows them to be addressed strategically over the course of the five years. Approval of the Consolidated Plan is required for the Orange County HOME Consortium to receive and leverage the federal funds that will be used to complete the three projects listed above.

Who is or will experience community burden?

IF APPROVED -

- 1. Repair and Rehabilitation of 15 Homeownership Units
 - a. Surrounding neighbors and community who may suffer from noise pollution throughout the repair process.
 - b. Surrounding community who may suffer from traffic congestion, debris, and pollution from construction for surrounding community.
- 2. OCPEH Tenant Based Rental Assistance for 12 Households
 - a. 12 Orange County households currently experiencing homelessness who will have to begin coordinating across multiple supportive services, which could be difficult and confusing, especially as they attempt to navigate the experience of homelessness.
 - b. OCPEH, who may have trouble convincing landlords to work with the program and accept their payments keep this
 - c. OCPEH, who may face capacity issues and have other difficulty in implementing the project due to limited federal funding, uncertainty in the continuation of funding beyond the fiscal year, and reduced or eliminated HUD technical assistance.
- 3. Acquisition of 1 Affordable Unit in Carrboro
 - a. At this time, we do not believe that there is any community burden that will be experienced by the community via the acquisition of this property.

IF NOT APPROVED -

- 1. Repair and Rehabilitation of 15 Homeownership Units
 - a. 15 low-to-moderate income households in need of critical repairs will not receive the free repairs they need to make their homes safe and comfortable;
 - i. Issues of inhabitability could progress, forcing residents to leave their homes temporarily or permanently.



- b. Orange County could lose units of naturally occurring affordable housing if critical repairs to homeownership units are not addressed.
- 2. OCPEH Tenant Based Rental Assistance for 12 Households
 - **a.** 12 households currently experiencing homelessness who will not receive the financial assistance and supportive services they need to become permanently housed. This will have a disproportionate impact on communities of color, specifically Black residents, as the population of people experiencing homelessness in our community is 57% Black.
 - **b.** OCPEH may be unable to secure additional funding, resulting in the foregoing of the Tenant-Based Rental Assistance Program. This would impede the organization in working towards their goal of centering the Housing First Model. This would also sideline the only program in our area that would target people currently experiencing homelessness, with zero income, in securing and maintaining permanent housing, without the expectation that they must first secure income.
- 3. Acquisition of 1 Affordable Unit in Carrboro
 - a. EMPOWERment may have insufficient funds to acquire the property.
 - b. The Town of Carrboro could lose a unit of naturally occurring affordable housing.

Who is or will experience community benefit?

For the purposes of this question, unintended consequences are being analyzed as if the Consolidated and Annual Action Plans were approved.

- 1. Repair and Rehabilitation of 15 Homeownership Units
 - a. 15 low-to-moderate income households who will receive the critical repairs their homes require for them to maintain safe and comfortable residency.
 - b. The County who will effectively preserve 15 affordable homeownership units.
- 2. OCPEH Tenant Based Rental Assistance for 12 Households
 - a. 12 households currently experiencing homelessness, who will receive necessary rental assistance to secure and maintain housing. Due to our nation's history of government-sponsored and de facto racism, the population of people experiencing homelessness in our community is over 50% Black. Subsequently, we would expect Black residents to make up a large percentage of program participants (so long as OCPEH markets the program equitably).
 - b. OCPEH, who would benefit by having these funds available to support their project. It would allow them to carry out their mission and serve people in need of securing and maintaining affordable rental housing, through a Housing First approach. Successful leveraging of the funds could also be used as evidence for OCPEH's future funding applications.
 - c. Orange County will benefit from the increase in households who are permanently housed, thus decreasing homelessness in our County. This would contribute to the creation of a community where everyone has the resources and support they need to live a happy and healthy life.
- 3. Acquisition of 1 Affordable Unit in Carrboro
 - a. EMPOWERment will add an affordable rental unit to their inventory.
 - b. The Town of Carrboro would benefit through the preservation of an affordable housing unit.



What are the root causes of inequity?

American political, social, and financial systems have worked to actively marginalize people of color, specifically Black Americans. For hundreds of years, intentional actions have been taken to deny humanity, wealth and equitable education and employment for BIPOC. This has resulted in large racial 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 illegality of rent control in NC, and white power structures' lack of willingness to address, and explicit desire to maintain, racial disparities. Inequity also continues as the culture of these racist legal codes persists long after the abolition of such codes. For our department's work specifically, this history and modern context have set the stage for our current reality: a county where over 50% of those experiencing homelessness are Black, despite Black residents making up only 12% of the population.

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

For the purposes of this question, unintended consequences are being analyzed as if the Consolidated and Annual Action Plans were approved.

- 1. Repair and Rehabilitation of 15 Rental Units
 - a. Possibly Positive Unintended Consequences
 - i. Critical repair could lead to greater energy efficiency and have a positive effect on the local environment.
 - b. Possibly Negative Unintended Consequences
 - i. Construction debris could have a potentially negative effect on the local environment in the short-term.
 - ii. Congestion from construction vehicles, closed roads, etc., could affect commutes for community members.
 - iii. General pollution and noise pollution from the construction could occur.
- 2. OCPEH Tenant Based Rental Assistance for 12 Households
 - a. Possibly Positive Unintended Consequences
 - i. Increasing diversity of income, housing, and experience in the area could lead to greater diversity in business development opportunities in the immediate area.
 - b. Possibly Negative Unintended Consequences
 - i. Many eligible applicants will take the time and resources to apply for this affordable housing opportunity with high hopes and will not be approved for a unit. Many people, especially BIPOC residents, already feel that their housing needs are not heard or prioritized, and this experience could further contribute to that negative feeling.
 - ii. New residents could face financial struggles in paying for moving costs.
- 3. Acquisition of 1 Affordable Unit in Carrboro
 - a. Possibly Positive Unintended Consequences



- i. The surrounding community could be strengthened through the maintnenance of the existing home and new residents of the unit could add to social health and well-being of the community.
- b. Possibly Negative Unintended Consequences
 - i. At the time, we do not believe there are any negative unintended consequences associated with acquisition of the unit

How is your department planning to mitigate any burdens, inequities, and unintended consequences?

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.

Additionally, the Department will work closely with Orange County to ensure that the repair company is held to high standards in regard to community safety, inconvenience, and pollution. We will also monitor EMPOWERment to ensure that their project is running smoothly and work with the County to ensure that communications about the programs are shared with equity in mind. The department has frequently utilized door-to-door outreach to promote programs and events.

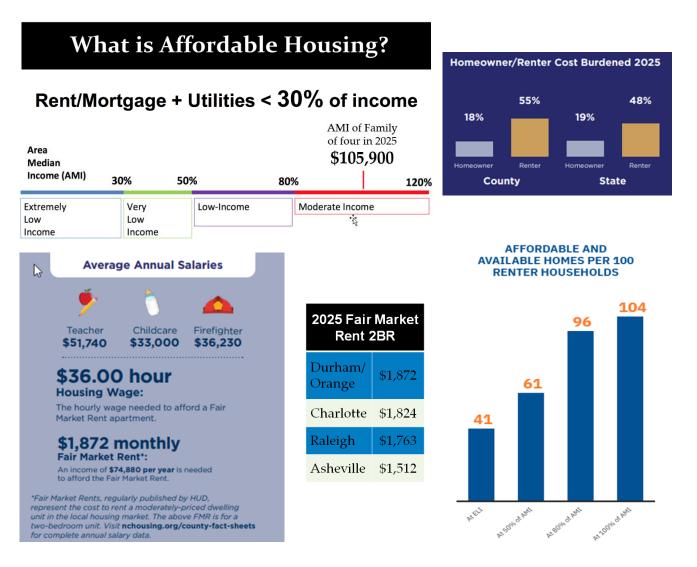


Background

The Orange County HOME Consortium (or, the Local Government Affordable Housing Collaborative) receives federal funds for affordable housing through the HOME Investment Partnerships Program (HOME). The Consortium has four members: Orange County (the lead entity) and the Towns of Carrboro, Chapel Hill, and Hillsborough. Chapel Hill also receives federal Community Development Block Grant (CDBG) funding. Like HOME, CDBG funds can be used for affordable housing, and also broader community development activities.

The Consolidated Plan lays out how the Consortium and Chapel Hill will use HOME and CDBG funds over the next five years. The Plan is required to include three main components: Needs Assessment, Market Analysis, and Strategic Plan.

Summaries of each component are on the back of this page. See the infographics below from the North Carolina Housing Coalition for more context on the term "affordable housing."



Needs Assessment

Cost burden is the most common housing problem

- 18% of homeowners and 55% of renters pay more than 30% of their income for housing
- 38% of households with cost burden are elderly
- 88% of households earning below 30% AMI are cost burdened
- Within certain income groups, Hispanic and Asian households are disproportionately cost burdened, and Black households are more likely to be cost-burdened than any other racial/ethnic group

Homelessness in Orange County remains stubbornly high

- Black households are disproportionately likely to experience homelessness (they make up 12% of the population as a whole and 60% of people experiencing homelessness)
- The following homeless system gaps exist: (1) a best practice, fully funded rapid re-housing program; (2) income-based rental housing; (3) Permanent Supportive Housing (4) drop-in day center with integrated services; (5) 24-hour bathrooms; (6) medical respite beds; (7) memorial service funding; and (8) youth host homes

Orange County has many people with unique housing needs, such as the elderly and people with disabilities

- Quality of life for these groups is harmed by a lack of quality, affordable housing near transit options
- There is a need for ADA accessibility in public facilities and infrastructure

Market Analysis

The housing market in Orange County is high-cost

- A substantial proportion of housing stock was built since 2000
- Median rental price increased 35.7% and median home value 40.4% since the previous Consolidated Plan
- Approximately 5% of units are affordable to households at 30% AMI

There are some, but not enough, subsidized units

- Public Housing: 296 units in Chapel Hill and Carrboro, targeted to households earning below 50% AMI
- Housing Choice Vouchers (Section 8): 687 vouchers issued by the Orange County Housing Authority,
- targeting households earning below 50% AMI
- Low-Income Housing Tax Credits: 11 properties in the county with 592 units; two properties (200 total units) are reserved for elderly/disabled households
- HOME: 45 developments in Orange County constructed with HOME funding
- Community Home Trust: 342 permanently affordable homes, targeted to households below 80% AMI
- Inter-Faith Council for Social Services: 52-bed facility for men experiencing homelessness

Orange County's economic base lies in healthcare, education, and professional services, in addition to retail and service sectors that accommodate them

- As such, the county's workforce has high educational attainment and low unemployment
- The greatest shortages of jobs are in lower-paying sectors that rely on less-trained workers
- These workers are likely unable to afford the high cost of housing in Orange County

Strategic Plan

Based on the Needs Assessment, Market Analysis, and community and stakeholder input, the Strategic Plan establishes the following priorities:

- Housing for People Experiencing Homelessness
- Housing for Low- and Moderate-Income Households
- Integrated Housing for People with Service Needs
- Community Development and Services (CDBG only)

Activities to address these priority needs will be: rental construction, rental assistance, housing rehabilitation/preservation, home ownership construction, and home buyer assistance. With CDBG funds, additional activities may be pursued: supportive and youth services, code enforcement and neighborhood revitalization, and infrastructure.



Orange County, North Carolina Consolidated Plan Program Years 2025–2029

This document outlines Orange County's strategic vision and funding priorities for affordable housing, homelessness, and community development over a five-year period.

Prepared by The Orange County HOME Consortium

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Executive Summary

ES-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

Introduction

The Orange County, North Carolina, HOME Consortium, also known locally as the Local Government Affordable Housing Collaborative, is a designated Participating Jurisdiction in the U.S. Department of Housing & Urban Development's (HUD) HOME Investment Partnerships Program. This program allows local governments to form a consortium to receive funding aimed at increasing affordable housing opportunities. The Orange County HOME Consortium comprises four members: Orange County, the Town of Carrboro, the Town of Chapel Hill, and the Town of Hillsborough, with Orange County serving as the lead entity. Additionally, the Town of Chapel Hill independently receives annual Community Development Block Grant (CDBG) funding.

The core objective of the HOME program is to expand the availability of affordable housing in the Consortium community. Participating Jurisdictions identify the housing activities that best address local needs. To achieve this, HOME-assisted properties are subject to an affordability period, ensuring they remain accessible to low-income households, alongside income eligibility requirements for tenants.

As a condition of receiving HOME and CDBG funds, HUD mandates that jurisdictions submit a Five-Year Consolidated Plan. This Plan outlines a comprehensive strategy for leveraging federal and other resources to create affordable housing opportunities. It includes an analysis of community needs, available resources, housing priorities, and proposed activities under the HOME program for all of Orange County, as well as CDBG-specific initiatives for Chapel Hill. The Plan sets the Consortium's goals for the next five years and details the initiatives to promote safe, decent, and affordable housing, improve living environments, affirmatively further fair housing, enhance public services, and expand economic opportunities, all primarily benefiting low- and moderate-income residents.

This Consolidated Plan reflects a collaborative effort, involving Consortium members, community residents, social service agencies, County and Town officials, housing providers, and other relevant stakeholders.

The consolidated planning process was conducted through public meetings, stakeholder interviews, resident surveys, statistical analysis, and a review of prior community development plans. Key elements of the process included analyzing HUD's latest Comprehensive Housing Affordability Strategy (CHAS) data, which offers detailed insights into housing needs, along with the 2018-2023 American Community Survey Estimates and the 2020 U.S. Census. This data provided the most current information to evaluate housing, homelessness, social services, economic development, and other related needs.

The Orange County HOME Consortium is allocated \$375,939.67 in HOME funds for FFY 2025 / PY 2026. This represents a slight increase from the \$374,851 awarded at the beginning of the previous five-year planning period, and a significant drop from the \$728,277 received in FFY 2010.

Summary of the objectives and outcomes identified in the Plan

The Consolidated Plan will guide the Orange County HOME Consortium and the Town of Chapel Hill in the use of HOME funds for housing and community development initiatives. Based on the Housing Needs Assessment, Market Analysis, and community and stakeholder input received during the planning process, the Strategic Plan portion of the Plan establishes the following priorities:

- Expand Affordable Rental Housing for Low- and Moderate-Income Households (Tenant-Based Rental Assistance, Repair and Rehabilitation)
- Preserve and Rehabilitate Existing Affordable Housing Stock to Prevent Displacement (Tenant-Based Rental Assistance, Repair and Rehabilitation)
- Increase Permanent Supportive Housing and Housing for Special Needs Populations (Tenant-Based Rental Assistance, Acquisition/Development)
- Neighborhood Revitalization and Essential Community Services (CDBG only)

The goals and outcomes associated with each of these priorities are detailed in the Strategic Plan.

Evaluation of past performance

The Orange County HOME program has regularly met the performance standards established by HUD, including submission of its Consolidated Annual Performance Evaluation Report (CAPER) each year, which assesses the degree to which the County met the goals established in the prior year, and meeting the applicable HOME activity limitations, set-asides, and match requirements. The Orange County HOME Consortium is working diligently to improve the overall effectiveness and efficiency of its HOME program. The previous Consolidated Plan from 2020 supported the full spectrum of activities relatively equally, whereas this Consolidated Plan attempts to focus resources on fewer activities in order to maximize impact and improve efficiency.

Summary of citizen participation process and consultation process

The Orange County HOME Consortium, beyond compliance with its Citizen Participation Plan, advertised and held two Public Hearings and five community meetings that provided residents an opportunity to discuss the County's HOME Program and affordable housing needs in general:

The Process ------

PR-05 Lead & Responsible Agencies - 91.200(b)

Describe agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source

Community meetings were held in conjunction with the Town of Chapel Hill's CDBG program to create a streamlined mechanism for community input on both HUD programs. In addition, the Orange County Consolidated Plan Resident Survey, a survey soliciting resident and stakeholder input, was distributed widely throughout the County. The Questionnaire was available in English and Spanish and included opportunities for both online and hard copy submission.

A Draft Plan was published on April 3, 2025 and posted on the County's website (http://orangecountync.gov/2337/HOME-Consolidated-Plan), on the Town of Chapel Hill's website (https://www.chapelhillaffordablehousing.org/), on the Town of Hillsborough's website (https://www.hillsboroughnc.gov/), and on the Town of Carrboro's website (https://www.townofcarrboro.org/2280/Orange-County-Consolidated-Plan). Summaries of the draft plan were available for review at the following locations:

- Orange County Housing Department: 300 W. Tryon Street, Hillsborough, NC 27278
- Town of Carrboro Town Hall: 301 W. Main Street, Carrboro, NC 27510
- Town of Hillsborough Town Hall: 101 East Orange Street, Hillsborough, NC 27278
- Town of Chapel Hill Town Hall: 405 Martin Luther King Jr. Blvd, Chapel Hill, NC 27514

An additional Public Hearing was held on May 20, 2025 to receive comments on the Draft Plan.

Summary of public comments

Comments received in the Public Hearing held before the publication of the Draft Plan, and the Public Hearing held after its publication to discuss the Draft Plan, are included in the Attachments at the end of the Consolidated Plan.

Summary of comments or views not accepted and the reasons for not accepting them

All comments that were received have been accepted and incorporated into the draft Plan.

PR-10 Consultation - 91.100, 91.110, 91.200(b), 91.300(b), 91.215(l) and 91.315(l)

Introduction

Engaging community stakeholders was a vital component in developing the FFY 2025-2029 Consolidated Plan. This collaborative consultation process enabled the Orange County HOME Collaborative to identify and prioritize community needs, devise effective strategies, and coordinate actionable plans. Additionally, it fostered the exchange of information about available resources and strengthened coordination among the Collaborative and its member jurisdictions.

The Consortium engaged with a diverse array of stakeholders, including social service agencies, service providers, community-based organizations, housing providers, local government agencies and boards, neighborhood leaders, and elected officials. To gather comprehensive input, the Orange County Consolidated Plan Resident Survey was distributed to both residents and stakeholders, aiming to identify key needs, gaps, and priorities for the upcoming five years. The survey was accessible online in English and Spanish, and Burmese—as well as hard copies available across the county.

Feedback from a series of in-person and virtual meetings, along with survey responses, informed the development of the strategies and priorities outlined in the Consolidated Plan. This inclusive approach ensured that the Plan reflects the diverse perspectives and needs of the community.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(I)).

Orange County works with the following agencies to enhance coordination:

- Orange County Housing Authority: One of the divisions of the OC Housing Department, the Housing Authority operates the Section 8 Housing Choice Voucher Program for Orange County.
- Town of Chapel Hill Office of Housing and Community: The Town of Chapel Hill manages public housing communities in Chapel Hill.
- Orange County Partnership to End Homelessness (OCPEH): Housed within the County government, OCPEH acts as the Continuum of Care (Coc) lead for Orange County and coordinates among local governments and service providers (including those providing

health services) to meet the housing and services needs of housing insecure Orange County residents.

- **Social Services Agencies:** The County provides funds to improve services to low- and moderate-income people.
- **Housing Providers:** The County provides funds to rehabilitate and develop affordable housing and provide housing options for low- and moderate-income households.

Each year, as part of the HOME and CDBG application planning process, local agencies and organizations are invited to submit proposals for funding eligible activities under these programs. These groups actively contribute to the planning process by attending public hearings, participating in informational meetings, and completing surveys. The planning process also includes outreach to other relevant entities, such as health service agencies, to ensure a broad spectrum of input.

This outreach effort fosters meaningful dialogue about affordable housing in Orange County and highlights how public and private agencies, along with community organizations, can collaborate to address the county's most pressing housing and community development needs. By engaging diverse stakeholders, the Consortium ensures that the planning process is inclusive and reflective of the community's priorities.

Describe coordination with the Continuum of Care and efforts to address the needs of people experiencing homelessness (particularly individuals and families experiencing chronic homelessness, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness

The Orange County HOME Consortium works closely with the Orange County Partnership to End Homelessness (OCPEH), which serves as the Continuum of Care (CoC) for the county. The Consortium's four member jurisdictions—Orange County and the Towns of Chapel Hill, Hillsborough, and Carrboro—jointly fund OCPEH, with costs allocated based on population. Elected officials from each jurisdiction serve on the CoC board, and staff from the two jurisdictions with Public Housing Authorities hold ex officio board seats with full voting rights. This structure ensures that jurisdictions align their funding decisions and policy priorities to focus on ending homelessness.

OCPEH works closely with Orange County Housing Department, meeting weekly with staff and regularly engaging with jurisdictional representatives. They present their work annually to the four elected boards, ensuring transparency and accountability. Since 2016, OCPEH has conducted an annual system map and gaps analysis of homeless services, with the latest update issued in December 2022. Additionally, OCPEH actively participates in the Orange County Affordable Housing Coalition, collaborating with housing developers, funders, and advocates to increase the supply of affordable housing. These efforts represent a comprehensive and coordinated approach to tackling homelessness and fostering long-term housing stability in the county.

OCPEH contributes vital information to the Consolidated Plan and Annual Action Plan updates and leads efforts to end homelessness in Orange County. These efforts include coordinating ten

standing monthly meetings with its Leadership Team, consisting of all area agencies that address homelessness, as well as bi-weekly meetings with a by-name list to coordinate services toward individual clients. HOME Consortium members regularly participate in CoC workgroups, including care coordination through a by-name list.

OCPEH manages coordinated entry for individuals in housing crises, directing them to resources such as homelessness diversion, shelter referrals, and permanent housing solutions. The system prioritizes permanent supportive housing for individuals experiencing chronic homelessness. OCPEH holds monthly meetings with veteran service providers to address veteran homelessness, maintaining a veterans-only by-name list for care coordination.

In its gaps analysis, OCPEH identifies areas for improvement, such as expanding Rapid Re-housing services for all, including families. OCPEH also organizes the annual Point-in-Time count with HOME Consortium members and works with youth service providers to ensure no unaccompanied youth are missed. A significant identified gap is the lack of a youth housing program. To address this, OCPEH partnered with the Central Pines Regional Council on a HUD Youth Homelessness Services Improvement grant in late 2024. This collaboration spans four regional CoCs to address youth homelessness comprehensively.

Through these coordinated efforts, OCPEH and the HOME Consortium continue to address system gaps, update the homeless gaps analysis, and work toward ending homelessness in Orange County.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards and evaluate outcomes, and develop funding, policies and procedures for the administration of HMIS

HOME Consortium members actively participate in the Orange County Partnership to End Homelessness (OCPEH) Leadership Team, which serves as the CoC board responsible for determining Emergency Solutions Grant (ESG) allocations each year. Consortium members also serve on the CoC Project Review Committee, which establishes program performance standards, evaluates outcomes, sets funding priorities, and formulates funding recommendations for both CoC and ESG programs for approval by the Leadership Team.

The Project Review Committee conducts quarterly reviews of program data to monitor outcomes and inform funding decisions during application periods. Each year, the Committee updates funding policies and procedures as part of the CoC and ESG grant competitions. The CoC partners with the statewide Coalition to End Homelessness, which serves as the Homeless Management Information System (HMIS) lead. HMIS administration is conducted in consultation with the Leadership Team, which includes representation from HOME Consortium members, ensuring integrated and data-driven decision-making.

Orange County has made significant progress in addressing gaps in its homeless service system. Service providers and local governments have expanded programs to support individuals at risk of or experiencing homelessness, with additional funding and support from community members and other partners. However, the demand for homelessness prevention, services, and housing has grown, exacerbated by the COVID-19 pandemic, which exposed existing inequalities and overwhelmed support systems. To address these challenges, the Orange County Partnership to End Homelessness (OCPEH) has identified fifteen critical gaps that must be filled to meet current needs and effectively end homelessness. Closing these gaps will enable the implementation of client-centered, evidence-based programs that make homelessness rare, brief, and one-time.

Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities

Habitat for Humanity of Orange County, North Carolina: Habitat for Humanity partners with households to create healthier and more financially stable lives. With Habitat's help, Habitat homeowners achieve the strength, stability, and independence they need to build a better future for themselves and their families.

Habitat builds new homes for local families who already live or work in our community. Volunteer labor and donations of money and materials help to keep the homes affordable. Homes are sold with low-interest mortgages and homeowners make monthly payments, which are set at 30% or less of their income, making homeownership an affordable reality.

In addition to building new homes, Habitat also partners with homeowners who live in non-Habitat homes to assist them in making needed repairs.

Orange County Partnership to End Homelessness: The Orange County Partnership to End Homelessness (OCPEH) is a coalition of service providers, local governments, and community members who work together to coordinate funding and bring best practices to the work of ending homelessness in Orange County.

Orange Co. Board of Commissioners: Orange County is governed by a seven-member Board of Commissioners. The Board of County Commissioners has many duties and authorities, including:

- Adopting the county's annual budget by June 30 of each year
- Establishing the annual property tax rate
- Appointing the county manager, county clerk, county attorney and tax administrator
- Appointing various officials and representatives to advisory boards and commissions
- Providing funding for construction of public school facilities for both public school systems in the county
- Determining level of local current expense funding for both public school systems in the county
- Regulating land-use and zoning outside municipal boundaries
- Providing for safety and welfare of all Orange County residents
- Long-range planning for county needs (Capital Investment Plan)
- Enacting local ordinances
- Calling for bond referenda
- Entering into contracts
- Establishing new programs and departments
- Serving as liaisons to local, state and federal boards and commissions

Rogers-Eubanks Neighborhood Association (RENA): The Rogers-Eubanks Neighborhood is a historically African-American community, with origins dating back to the 1700s. By the late 19th century, the Rogers-Eubanks neighborhood was composed of black-owned family farms and sawmills from Homestead to Eubanks Roads to the north of Carrboro and Chapel Hill, NC.

This was still the case in the mid-twentieth century when RENA Executive Director, David Caldwell grew up in the neighborhood. In 2007, this socially cohesive and culturally rich community of approximately 85 households founded a 501(c)(3) tax-exempt organization — the Rogers-Eubanks Neighborhood Association (RENA). This formalized a long term ad hoc community alliance and movement.

Community Home Trust: Community Home Trust's vision is a world in which barriers are removed for those wanting a home they can afford, where the supply of those homes keeps pace with the demand, and all individuals have long term access to a safe home where they can thrive, work, and grow. In 1991, the Orange County Affordable Housing Task Force created the Orange Community Housing Corporation (OCHC). Over the next ten years and through several iterations, Community Home Trust (CHT) was born. By 2021, Community Home Trust had 332 permanently affordable homes in their inventory in Chapel Hill and Carrboro. Their homeowners include nurses, university employees, teachers and others, who serve the OC community but otherwise could not afford to own a home in the county. Their tenants are of households earning less than 60% of the area median income; section 8 vouchers are accepted.

Central Pines Regional Council: The Central Pines Regional Council is a local governing body that oversees the management and development of the Central Pines region. Committed to enhancing the quality of life for its residents, the Council focuses on fostering sustainable growth, improving infrastructure, and promoting community engagement. It works in partnership with local businesses, stakeholders, and residents to address regional challenges, improve public services, and ensure the long-term prosperity of the area. The Council prioritizes transparency, accountability, and collaboration in its decision-making processes to meet the evolving needs of the community.

Pee Wee Homes: Pee Wee Homes are a group of community members who have come together to be a part of answering this glaring call for deeply affordable housing in our community: homes for individuals with fixed income; homes that allow elderly homeless individuals to age in place; homes that a single person earning minimum wage can afford; and, importantly, homes that support independence within the context of community. Pee Wee Homes works with the tiny house movement because of the efficiencies of space, the creative green designs to keep bills low, and the opportunity for small amounts of money to go a long way towards building someone their own independent home.

Self-Help: Self-Help Credit Union was chartered in 1983 to build a network of branches that partner with working families and communities often underserved by the financial marketplace. With over \$1.86 billion in assets and serving more than 89,000 members in 37 branches – eight in Florida, one in Georgia, 23 in North Carolina, four in South Carolina, and one in Virginia - Self-Help Credit Union is one of the fastest-growing community development financial institutions in the country. It is part of the Self-Help family of nonprofit organizations whose collective mission is to create and protect ownership and economic opportunity for all. For over 40 years, the national

Center for Community Self-Help and its affiliates have provided more than \$11 billion in financing to help more than 168,000 borrowers buy homes, start and grow businesses and strengthen community resources.

EMPOWERment Inc.: EmPOWERment, Inc.'s mission is to empower individuals and communities to achieve their destiny through community organizing, affordable housing, and grass roots economic development. Over the years and through changes in community, leadership, and staff, EmPOWERment has remained vigilant in honoring the integrity of that mission and continues to focus on several key areas:

- Affordable living options through quality rental units
- Education surrounding pre and post home purchases
- 1-on-1 counseling for ownership preservation and foreclosure management
- Community building and organizing
- Grassroots economic development

Justice United: Justice United is committed to training and developing civil sector leaders so that they can change the economic and social structures that affect their lives. They believe in building for power: power that is reciprocal, that is tempered by religious traditions, and that includes more people in the dynamics of public life.

Hope NC: HOPE NC was founded in 2018 by three parents, Dotty Foley, Orah Raia and Ginny Dropkin, who all have sons with autism, along with decades of collective experience in the disability field and their personal experiences of the challenging issues facing individuals with intellectual and developmental disabilities (I/DD). Laura Wells, Executive Director, joined the organization in 2022.

The driving force behind the creation of HOPE NC was the dilemma many families face: where will their adult children with I/DD live when aging caregivers can no longer care for them? Their mission expanded to include older adults after realizign adults are isolated and want to stay connected to their communities, and don't always want to be segregated by age. Families also want their loved ones to have options of where they can live and know that their loved one is valued and included.

Orange County Home Preservation Coalition: The Orange County Home Preservation Coalition (OCHPC) is a collaborative of organizations that provide home repairs and modifications to Orange County residents. Born from the Orange County Department on Aging Master Aging Plan process, the Coalition seeks to increase communication and collaboration among organizations to decrease burden on clients and service seekers, many of whom are older adults. The Coalition maintains an online database that allows for communication regarding cases as well as facilitates referrals among the various partners. Additionally, they meet on a monthly basis to update and discuss the details of these cases. Employing a unified assessment process, their goal is to provide comprehensive and efficient repairs to Orange County residents in need.

Orange County Affordable Housing Advisory Board: The Orange County Affordable Housing Advisory Board (AHAB) was established in 2001, as recommended by the Affordable Housing Task Force. The purpose of the AHAB is to advise the Orange County Board of Commissioners regarding:

• Prioritizing housing needs

- Assessing project proposals
- Publicizing the County's housing objectives
- Monitoring the progress of local housing programs
- Exploring new funding opportunities, and
- Increasing the community's awareness of, understanding of, commitment to and involvement in producing attractive affordable housing

Orange County Affordable Housing Coalition: The Orange County Affordable Housing Coalition (OCAHC) is an association of non-profit housing developers, service providers, advocacy groups, and local government partners working together to provide housing opportunities for all in Orange County, North Carolina.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Plan analysis included Hillsborough, Chapel Hill, and Carrboro housing plans and related documentation.

Describe cooperation and coordination with other public entities, including the State and any adjacent units of general local government, in the implementation of the Consolidated Plan (91.215(l))

The Orange County Housing Department serves as the administrative agency for the HOME program, working closely with other County departments as well as the Towns of Chapel Hill, Carrboro, and Hillsborough. Similarly, the Town of Chapel Hill's Department of Affordable Housing and Community Connections administers the Town's CDBG program. This office maintains strong coordination with various Town departments, including Economic Development, Public Works, Parks and Recreation, Planning and Sustainability, as well as the local Police and Fire Departments. This collaboration ensures a unified approach to addressing housing and community development needs across the region.

Narrative

The Orange County HOME Consortium represents a collaborative effort involving Orange County and the Towns of Carrboro, Chapel Hill, and Hillsborough. This cooperative venture aims to address the shared housing needs and promote affordable housing development throughout the region. The Consortium fosters strong intergovernmental collaboration, with a positive and productive working relationship between the four jurisdictions. This partnership ensures that resources and strategies are aligned to maximize the impact of housing initiatives across the area.

Additionally, the Consortium has built an excellent partnership with the local Continuum of Care (CoC), a network of organizations dedicated to addressing homelessness and housing instability. The relationship between the Consortium and CoC is based on mutual trust and a shared commitment to creating effective solutions for vulnerable populations. The strong relationship with CoC members enables the Consortium to develop comprehensive, community-driven programs that support housing stability, homelessness prevention, and broader social services across Orange County.

PR-15 Citizen Participation - 91.105, 91.115, 91.200(c) and 91.300(c)

Summarize citizen participation process and how it impacted goal-setting

Residents and community stakeholders were actively invited to provide input through a variety of public engagement sessions, as well as through a formal 30-day public comment period for the draft Consolidated Plan. These engagement opportunities were designed to ensure broad community participation and included five in-person sessions held at different locations throughout the county during afternoon and evening hours to accommodate various schedules.

A Resident Survey was also made available both online and in hardcopy format, enabling stakeholders and residents to identify priority areas and strategies that reflect the needs of the community. This comprehensive approach ensured that a wide range of perspectives were gathered to inform the planning process.

The Consortium adhered to the County's Public Participation Policy and Citizen Participation Plan, in line with the requirements set forth in 24 CFR 91.105, ensuring an open and inclusive process. A key focus of the Consortium was improving accessibility for individuals with limited English proficiency (LEP). To facilitate meaningful access, the Resident Survey was offered widely in English and Spanish, ensuring that LEP individuals could fully engage in the process. Additionally, materials on the project website were made available in both English and Spanish, further enhancing accessibility.

For one in-person engagement session, the Consortium also provided simultaneous translation services to Spanish-speaking participants, ensuring that language was not a barrier to participation.

The Outreach Plan was designed to engage a wide range of stakeholders, including service providers, community-based organizations, housing providers, local government agencies and boards, neighborhood leaders, and elected officials. A master list of contact information for these individuals and organizations was compiled to help spread the word about the outreach efforts. These contacts were instrumental in reaching additional community members and reaching residents and stakeholders the Consortium may not have been able to access on its own

The Orange County Consolidated Plan Resident Survey was made available online through Orange County's website, as well as in hardcopy form at Town Hall meetings and public spaces. To reach a broad audience, the member jurisdictions of the Consortium used their social media platforms and encouraged word-of-mouth promotion. Property managers also helped distribute information about the survey by sharing leaflets and information sheets with tenants.

A summary of participant comments and the results of the questionnaire can be found in the Attachment Section of the Consolidated Plan.

Needs Assessment ------

NA-05 Overview

Overview

This section utilizes HUD's Comprehensive Housing Affordability Strategy (CHAS) data to assess changes in housing, social service, and economic development needs in Orange County. For tables using CHAS data, 2011–2015 American Community Survey (ACS) estimates serve as the 'base' year, and 2017–2022 ACS estimates serve as the most recent year. The CHAS data automatically populates the tables with the relevant ACS estimates.

The Needs Assessment relies on additional data sources beyond the CHAS data provided by HUD. Data from the 2020 Census and 2017-2022 American Community Survey was used to provide additional context. Data pertaining to homelessness was provided by the Director of the Orange County Partnership to End Homelessness. Orange County is a part of the Orange County Partnership to End Homelessness Continuum of Care. Data on public housing was provided by staff at the Orange County Housing Authority and Chapel Hill Department of Housing. This information was supplemented with figures from HUD's Housing Authority Profiles data interface. Additional data was provided by Central Pines Regional Council on Naturally Occurring Affordable Housing and by the Orange County Affordable Housing Coalition on subsidized housing units held by service providers in the County.

Summary of Housing Needs

According to ACS data, between 2016 and 2022, Orange County's population grew by 4.37%, increasing from 139,807 to 145,919 residents, a net addition of 6,112 people. During the same period, the number of households grew at a faster rate of 7.3%, with 3,806 new households formed, reflecting a shift in household composition. Median income in the county saw a significant increase of 40%, rising from \$61,130 to \$85,785, which suggests an overall improvement in the local economy during the period of high growth.

However, despite these positive trends in population and wages, housing affordability remains a critical concern. Currently, 55% of renters in Orange County are cost burdened, meaning they spend more than 30% of their income on housing. Similarly, 18% of homeowners face the same financial strain. This disparity highlights the ongoing challenges in ensuring that the county's housing supply and affordability keep pace with population and income growth, particularly for vulnerable groups such as lower-income households and renters. These dynamics emphasize the need for targeted strategies to address housing affordability and reduce the prevalence of cost-burdened households.

Describe the number and type of single person households in need of housing assistance.

According to the 2019-2023 American Community Survey (ACS), there were 16,632 single-person households, including an estimated 8,299 one-person owner households and 8,317 one-person renter households in Orange County. These one-person households made up 23% of homeowner households and 37% of renter households, respectively. While 70% of renters living alone (70%) are under 55, more than 75% of homeowners living alone are age 55 or older.

While specific data on housing costs for senior homeowners living alone in Orange County is not readily available, national trends indicate that housing affordability is a significant concern among older adults. According to the Joint Center for Housing Studies of Harvard University, as of 2022, approximately 27.4% of homeowners aged 65 and over were considered housing cost-burdened, meaning they spent more than 30% of their income on housing-related expenses. This suggests that many older homeowners in Orange County may face financial challenges in maintaining their homes.

Estimate the number and type of families in need of housing assistance who are disabled or victims of domestic violence, dating violence, sexual assault and stalking.

- **People with Disabilities:** Based on the 2016 Comprehensive Housing Affordability Strategy (CHAS) Data, an estimated 5,485 or 27% of renter households and 9,940 or 31% of homeowner households have a member with a disability. Among renters with a disability, 72% are considered low-income, meaning they earn no more than 80% of the County's area median income (AMI), and 45% of homeowners with a disability are low-income. The majority of these low-income households with a disability, both renters and owners, also have one or more housing problems, such as housing cost burden, substandard facilities, or overcrowding.
- Victims of Domestic Violence, Dating Violence, Sexual Assault, and Stalking: According to the FBI Uniform Crime Reports, there were 15 reported cases of rape in Orange County in 2023.

What are the most common housing problems?

Housing cost burden is the most prevalent housing issue for both renters and homeowners in Orange County. According to 2017-2022 Comprehensive Housing Affordability Strategy (CHAS) data, 22% of homeowners face a housing cost burden, meaning they spend more than 30% of their income on housing expenses. Among these homeowners, 12% allocate between 30-50% of their income toward housing costs, while 10% spend more than half of their income on housing, indicating a severe cost burden.

In comparison, renters in Orange County experience significantly higher rates of housing cost burden. Approximately 45% of renters are cost-burdened, more than double the rate for homeowners. Of these renters, 19% spend 30-50% of their income on housing, and 26% face a severe cost burden, dedicating more than 50% of their income to housing expenses. This disparity underscores the greater financial strain renters face in maintaining affordable housing.

Are any populations/household types more affected than others by these problems?

Senior households and those including a person with a disability are disproportionately affected by the high cost of housing in Orange County. These populations often rely on fixed or limited incomes, such as Social Security or disability benefits, which fail to keep pace with rapidly rising housing costs. This economic strain leaves many older adults and individuals with disabilities vulnerable to housing instability, forcing them to make difficult trade-offs between essential needs, such as healthcare, food, and housing.

In addition, individuals and families experiencing homelessness or those at risk of becoming homeless are especially impacted by the county's housing affordability crisis. These individuals often face a combination of insufficient income, high housing costs, and systemic barriers to accessing stable housing, such as limited affordable housing stock and restrictive rental requirements. For people in these circumstances, even modest rent increases or unexpected expenses can push housing entirely out of reach, perpetuating cycles of homelessness and instability.

The intersection of limited income, high housing costs, and systemic barriers underscores the need for targeted interventions and providing supportive services to help vulnerable populations secure and maintain stable housing. Addressing these disparities is essential to promoting housing equity and improving the quality of life for all residents, particularly those most at risk.

Describe the characteristics and needs of Low-income individuals and families with children (especially extremely low-income) who are currently housed but are at imminent risk of either residing in shelters or becoming unsheltered 91.205(c)/91.305(c)). Also discuss the needs of formerly homeless families and individuals who are receiving rapid re-housing assistance and are nearing the termination of that assistance

The imminent risk of homelessness in Orange County is reflected in the households served by our Emergency Housing Assistance (EHA) Program and Eviction Diversion Program (EDP), both of which provide critical support to individuals and families facing housing instability. Each year, we process approximately 400 EDP cases for tenants navigating eviction proceedings and 400 EHA applications for households seeking emergency rental assistance, with significant overlap between the two programs. Based on these figures, we estimate that between 600 and 700 unique households experience a severe risk of displacement annually. Furthermore, estimates show that up to 70% of these households include children, highlighting the urgent need for family-focused eviction prevention strategies. Strengthening data tracking efforts, expanding early intervention resources, and integrating wraparound services—such as legal aid, financial counseling, and tenant protections—will be essential in mitigating homelessness risk and promoting long-term housing stability for vulnerable families.

Orange County has seen success in implementing a homeless diversion program, and have moved the following number of vulnerable households each year presenting for a shelter bed into housing a mix of strengths-based guided conversation plus flexible funding:

- 2020 87
- 2021 145
- 2022 141
- 2023 178

If a jurisdiction provides estimates of the at-risk population(s), it should also include a description of the operational definition of the at-risk group and the methodology used to generate the estimates:

OCPEH has not developed a CoC-specific definition of an "at-risk group" beyond "At risk" of homelessness as defined under § 576.2 of the ESG Program Interim Rule and § 578.3 of the CoC Program Interim Rule.

Specify particular housing characteristics that have been linked with instability and an increased risk of homelessness

Between 2016 and 2022, Orange County experienced a significant rise in housing costs, contributing to increased housing instability. Median household income grew by 40%, from \$61,130 in 2016 to \$85,785 in 2022. However, this increase was erased by the sharp rise in housing costs. Median gross rent increased by 35.7%, from \$970 to \$1,316, while the median home value surged by 40.4%, jumping from \$281,700 to \$395,600. These escalating costs place a disproportionate burden on lower-income households, particularly renters, who often face stagnant wages relative to rising housing expenses. As rents and home values climb, affordability becomes a pressing issue, making it increasingly difficult for residents to secure and maintain stable housing, especially for vulnerable populations such as seniors, people with disabilities, and those at risk of homelessness. This data underscores the urgency of addressing housing affordability to ensure long-term stability for all residents.

Discussion

The data discussed above highlights Orange County's most pressing housing challenge: the high cost of housing and the lack of affordability for extremely low-income and very low-income households—those earning under 30% and between 30–50% of Area Median Income (AMI), respectively. Extremely low-income households make up 13.71% of all households in the county but bear a disproportionate housing cost burden. They account for 44% of all cost-burdened households, and a staggering 66% of extremely low-income households pay more than half of their income toward housing costs, amounting to nearly 4,957 households. This level of cost burden leaves many families financially vulnerable and at risk of housing instability.

Very low-income households face similar challenges, with 69% spending more than 30% of their income on housing and over one-third (35%) paying more than half. Renters are particularly affected, as they make up 70% of households earning less than 30% AMI and a majority (59.3%) of households earning less than or equal to 80% AMI. This indicates that renters are disproportionately impacted by housing affordability issues, especially given the limited availability of affordable rental units. While homeowners are concentrated in higher-income brackets, their relative financial stability does little to offset the broader housing affordability crisis. Addressing these disparities requires targeted policy measures, including the preservation and expansion of affordable housing options, rental assistance programs, and initiatives that promote long-term housing stability for low-income households.

NA-15 Disproportionately Greater Need: Housing Problems - 91.405, 91.205 (b)(2)

Introduction

This section assesses whether specific racial or ethnic groups in Orange County experience housing problems at rates significantly higher than the county average. A "disproportionately greater need" is identified when the rate of severe housing problems for a group exceeds the countywide figure by more than ten percentage points. This analysis is based on data from the 2017–2022 Comprehensive Housing Affordability Strategy (CHAS) and examines results across different income levels.

For households earning 0–30% of the Area Median Income (AMI), those with no or negative income but no other identified housing issues are excluded to ensure a more accurate representation of actual housing needs. The analysis considers four housing problems as defined by HUD: (1) a lack of complete kitchen facilities, (2) a lack of complete plumbing facilities, (3) overcrowding (more than one person per room), and (4) cost burdens where housing costs exceed 30% of household income. This structured approach provides a clear understanding of how housing challenges impact various racial and ethnic groups across income brackets.

Discussion

The data presented above underscores Orange County's most urgent housing challenge: the high cost of housing and the lack of affordability for extremely low-income and very low-income households—those earning under 30% and between 30–50% of the Area Median Income (AMI), respectively.

Extremely low-income households (0–30% AMI) make up 13.71% of all households in the county, yet they bear a disproportionate housing cost burden. This group accounts for 44% of all costburdened households, with 66% of extremely low-income households paying more than half of their income toward housing costs, representing nearly 4,957 households. This severe cost burden leaves many families financially vulnerable, forcing difficult trade-offs between housing, food, healthcare, and other essential needs, and putting them at risk of housing instability or homelessness.

NA-20 Disproportionately Greater Need: Severe Housing Problems - 91.405, 91.205 (b)(2)

Introduction

This section examines whether any racial or ethnic groups in Orange County experience disproportionately high rates of severe housing problems. These problems include lacking complete kitchen facilities, lacking complete plumbing facilities, overcrowding (defined as more than 1.5 persons per room), and extreme cost burdens (housing costs exceeding 50% of income). A

"disproportionately greater need" is identified when the rate of severe housing problems for a group exceeds the countywide average by more than 10 percentage points.

The analysis uses data from the 2017–2021 Comprehensive Housing Affordability Strategy (CHAS) and categorizes findings by household income levels. For households earning 0–30% of the Area Median Income (AMI), those with no or negative income but no other severe housing problems are excluded to ensure a clearer focus on housing-related challenges. The tables below detail the prevalence of severe housing problems across groups, providing insight into how these issues affect different racial and ethnic populations in the county.

Discussion

Based on the most recent data, we observe that severe housing problems in Orange County decrease as income increases, following expected trends. Among households earning ≤30% of the HUD Area Median Family Income (HAMFI), 42.3% experience at least one severe housing problem, compared to just 6.1% of households earning >80%–100% HAMFI. This underscores the acute housing challenges faced by extremely low-income households, many of whom struggle with severe cost burdens, overcrowding, or inadequate housing conditions.

Renters are significantly more likely than homeowners to face severe housing problems, particularly among low-income households (≤50% HAMFI). 67% of renter households in this income range report at least one severe housing problem, compared to 44.38% of owners. Still, the absolute numbers show that housing problems exist at all income levels and impact the residents on a large scale.

NA-25 Disproportionately Greater Need: Housing Cost Burdens - 91.405, 91.205 (b)(2)

Introduction

This section examines whether any racial or ethnic group in Orange County experiences a disproportionately high housing cost burden. A disproportionate burden is defined as a racial or ethnic group having a housing cost burden rate that exceeds the countywide average by more than ten percentage points.

In Orange County, approximately 45% of households are cost-burdened, meaning they spend more than 30% of their income on housing costs. Based on this threshold, none of the largest racial or ethnic groups in the county meet the criteria for being disproportionately cost-burdened. This suggests that, while housing affordability remains a significant challenge across the county, the burden is distributed relatively evenly among the major racial and ethnic groups.

Discussion

None of the major racial or ethnic groups in Orange County meet the criteria for being disproportionately cost-burdened; it is notable that over 45% of households in the county spend more than 30% of their income on housing costs. Among these, African American households are more likely to experience cost burdens compared to other racial or ethnic groups. In contrast,

White and Asian households are the least likely to be cost-burdened in Orange County, highlighting disparities in housing affordability across different demographic groups. These findings underscore the need for targeted strategies to address housing affordability challenges, particularly for populations more likely to face financial strain from housing costs.

NA-30 Disproportionately Greater Need: Discussion - 91.205 (b)(2)

Are there any Income categories in which a racial or ethnic group has disproportionately greater need than the needs of that income category as a whole?

As discussed above, we find the following racial/ethnic groups have disproportionately greater needs than Orange County's population as a whole (analysis limited to the four largest racial/ethnic groups in the county: Whites, African-Americans, Asians, and Hispanics):

- Housing problems: Hispanics earning below 30% AMI
- Severe housing problems: Hispanics earning 50–80% AMI

If they have needs not identified above, what are those needs?

There are no additional needs not previously discussed in this section.

Are any of those racial or ethnic groups located in specific areas or neighborhoods in your community?

According to the most recent American Community Survey estimates (2014–2018 ACS estimates), Orange County's racial composition is 70.5% White, 10.6% African-American, 7.9% Asian, and 10.6% Hispanic. African American residents are concentrated in Chapel Hil, and East and West of Hillsborough. Hispanics are concentrated in four areas in Orange County: in the Town of Carrboro and in three block groups located west and east of Hillsborough. Asians are concentrated in three block groups located southwest, north, and northeast of Chapel Hill.

NA-35 Public Housing - 91.405, 91.205 (b)

Introduction

Public housing in Orange County is provided by two entities—the Orange County Housing Authority (OCHA) and the Town of Chapel Hill's Department of Affordable Housing and Community Connections. OCHA oversees 687 Housing Choice Voucher (HCV, commonly known as Section 8), all of which are tenant-based. This number includes 18 Emergency Housing Vouchers (EHV), 5 Foster Youth to Independence (FYI), and 41 Veterans and Supportive Housing (VASH). OCHA does not manage any public housing units. OCHA is run by a seven-member Board of Commissioners.

The Chapel Hill Department of Affordable Housing and Community Connections manages a total of **296 public housing units** located in Chapel Hill and Carrboro. These units provide affordable housing to a diverse community of residents. Notably, the office does not administer any Housing Choice Vouchers (Section 8), focusing exclusively on public housing management.

Among the residents, **54% are working families**, reflecting a population that actively contributes to the local economy while benefiting from stable, affordable housing. The resident population is linguistically diverse, with English being the primary language spoken. Additionally, several other languages are represented, including **Karen, Arabic, Burmese, Spanish, and Mandarin**, highlighting the multicultural nature of the community.

The demographic composition of the public housing residents shows a wide range of ages:

- **Residents aged 65 and older:** 77 individuals, indicating the presence of senior households that may require supportive services.
- **Residents aged 18 and older:** 230 individuals, including many working adults and independent young residents.
- **Residents under the age of 18:** 310 individuals, reflecting a significant population of children and youth, emphasizing the importance of family-oriented services, educational support, and recreational opportunities within these housing communities.

This diversity and range of ages underscore the need for tailored resources, from workforce development for adults to supportive services for seniors and youth-focused programs. These housing units not only provide essential shelter but also serve as a foundation for fostering a thriving, inclusive community.

Section 504 Needs Assessment: Describe the needs of public housing tenants and applicants on the waiting list for accessible units:

The Chapel Hill Department of Affordable Housing and Community Connections reports that households on its waiting lists for accessible units request first floor units, handrails in bathrooms, accessible kitchens (maneuverable with wheelchair or walker, counters that residents in wheelchairs can reach), wider hallways, lower keyholes and eye holes on front doors. Waitlist data for OCHA shows 160 households with needs for 1 and 2 bedroom units.

What are the number and type of families on the waiting lists for public housing and section 8 tenant-based rental assistance? Based on the information above, and any other information available to the jurisdiction, what are the most immediate needs of residents of public housing and Housing Choice voucher holders?

The Chapel Hill Department of Affordable Housing and Community Connections reports 351 households on the waiting list (171 for one bedroom, 90 for two-bedroom, 64 for three-bedroom, 20 for four-bedroom, and 6 for five-bedroom). They also report that they need additional one-bedroom units to meet the needs of those on the waiting lists.

Currently, there are approximately 160 individuals on the OCHA waitlist. However, the waitlist has remained closed for several years, and no general selections have been made due to the county's policy of allocating units exclusively through the OCPEH HOME Committee for those with the highest needs. The greatest demand continues to be for affordable 1- and 2-bedroom units, which remain in short supply. This shortage highlights the ongoing need for expanded housing options to accommodate individuals and families seeking stable, affordable living arrangements.

How do these needs compare to the housing needs of the population at large?

The needs of public housing and Housing Choice Voucher (HCV) clients closely mirror those of the broader population, particularly in the demand for more accessible and affordable housing options. This need is especially critical in neighborhoods of opportunity, where housing access can significantly impact economic mobility and quality of life.

Discussion

Public housing in Orange County is administered by two entities—the Orange County Housing Authority (Housing Choice Vouchers throughout the county) and the Chapel Hill Department of Affordable Housing and Community Connections (public housing units in Chapel Hill and Carrboro). While waitlist data on accessibility for OCHA are not available, Chapel Hill reports a need for additional accessible units on the first floor and additional one-bedroom units to meet their waitlist needs.

The needs of both public housing and HCV families mirror the needs of Orange County's broader population with respect to the need for more accessible units and more affordable units.

NA-40 Homeless Needs Assessment - 91.405, 91.205 (c)

Introduction

The 2021 Homeless System Gaps Analysis for Orange County identifies 15 critical gaps in addressing homelessness, with a focus on housing, temporary housing services, connection services, and dignity services. Key housing needs include more income-based rental units, rapid rehousing programs, youth housing, and landlord incentives, as well as support for housing navigation and furnishings for those exiting homelessness. Temporary housing services require accessible shelters, medical respite beds, and bridge housing for individuals transitioning from incarceration. Connection services highlight the need for expanded Housing Helpline staffing, an integrated service center, and a crisis/diversion facility. Dignity services call for 24-hour bathroom access and memorial service funding. While three gaps—housing access coordination, diversion funding, and street outreach—have been filled, significant work remains to meet the growing demand and ensure homelessness in the county becomes rare, brief, and one-time.

Describe the number and type of families in need of housing assistance for families with children and the families of veterans.

2023 Point-in-Time Count data provided by OCPEH shows that 13 individuals in families with children experience homelessness on a given night in Orange County. All of those individuals are sheltered.

Describe the Nature and Extent of Homelessness by Racial and Ethnic Group.

According to the 2023 Point-in-Time (PIT) Count data from OCPEH, African Americans are the largest racial/ethnic group experiencing homelessness in Orange County, with 70 individuals identified, making up 56% of the total homeless population. This stark disparity is particularly concerning given that African Americans represent only 12% of the county's overall population, highlighting a significant overrepresentation in homelessness. White individuals constitute the second-largest group, with 54 individuals experiencing homelessness. Other racial and ethnic groups account for a smaller portion of the homeless population, including Hispanic individuals, with only five reported cases. These findings underscore deep racial disparities in housing stability, emphasizing the urgent need for targeted interventions, equitable housing policies, and expanded support services to address the systemic factors contributing to homelessness in Orange County.

Describe the Nature and Extent of Unsheltered and Sheltered Homelessness.

2023 Point-in-Time Count data provided by OCPEH there were 126 people experiencing homelessness in Orange County. Of those, 90 (71%) were sheltered while 36 (29%) were unsheltered.

Discussion

Homelessness in Orange County remains a persistent challenge, though recent estimates indicate a slight decline compared to previous years. However, the numbers continue to reflect significant housing instability, with high and rising housing costs serving as a major driver. Limited access to essential services, as identified by OCPEH in its most recent report, further exacerbates the issue. At the same time, income-based rental assistance remains insufficient, as both the Orange County Housing Authority and Chapel Hill Department of Affordable Housing and Community Connections continue to maintain long waitlists for Housing Choice Vouchers and public housing units. Addressing these gaps through expanded housing assistance programs, enhanced service coordination, and evidence-based interventions will be crucial to further reducing homelessness in Orange County.

NA-45 Non-Homeless Special Needs Assessment - 91.405, 91.205 (b,d)

Introduction

This section analyzes the housing needs for people who are not experiencing homelessness but have unique service and housing needs. Specifically, we analyze the presence and housing needs of four populations: elderly (aged over 65), the disabled, elderly disabled, and persons with HIV/AIDS. Data in this section come from the American Community Survey (2019–2023 estimates), North Carolina Department of Health and Human Services, Orange County Department on Aging, and other reports.

Describe the characteristics of people with service/housing needs in your community:

• **Elderly:** According to 2019–2023 American Community Survey estimates, there are 23,101 individuals in Orange County over 65 years old. This comprises 15.7% of the population. In addition, there are 8,625 persons in Orange County over 75 years old, comprising 5.9% of the total population.

- **People with disabilities:** According to 2019–2023 American Community Survey estimates, there are 8,203 disabled individuals under 65 living in Orange County.
- **Elderly people with disabilities:** Within the disabled population, 5,203 are also elderly (over the age of 65). This figure represents 29% of the entire elderly population.

What are the housing and supportive service needs of these populations and how are these needs determined?

Elderly: According to the 2022–2027 Orange County Department of Aging Master Plan, the focus of efforts should be on the following eight domains of livability that influence the quality of life for older adults:

- 1. Outdoor Spaces and Buildings
- 2. Transportation
- 3. Housing
- 4. Social Participation
- 5. Respect and Social Inclusion
- 6. Civic Participation and Employment
- 7. Communication and Information
- 8. Community and Health Services

These goals suggest the housing needs for elderly adults include (1) providing additional affordable units specifically for the elderly, (2) retrofitting existing units to make them accessible, and (3) increasing support to change non-housing conditions in the community (e.g., transportation) to allow Orange County adults to age in place.

People with disabilities: A 2024 report by the ncIMPACT Initiative highlights a significant shortage of decent, secure, and affordable housing across North Carolina's urban, suburban, and rural communities. This shortage disproportionately affects low-income households, with many renters spending more than 30% of their income on housing costs, indicating a severe cost burden. It highlights that the lack of affordable housing in the region (which includes Orange County) exacerbates challenges faced by persons with disabilities in searching for housing.

Elderly people with disabilities: According to 2023 American Community Survey (ACS) estimates, the most prevalent disabilities among the elderly disabled population in Orange County are ambulatory difficulty, hearing difficulty, and independent living difficulty. These challenges highlight the growing need for expanded supportive services to assist older adults with daily activities, such as grocery shopping, running errands, and accessing healthcare appointments, which may become

increasingly difficult due to mobility limitations. Additionally, the prevalence of these disabilities underscores the urgent need for more accessible housing options throughout the county. Increasing the supply of Americans with Disabilities Act (ADA)-compliant units, home modifications, and age-friendly housing designs will help ensure that seniors can age in place safely and comfortably.

Discuss the size and characteristics of the population with HIV/AIDS and their families within the Eligible Metropolitan Statistical Area:

Orange County is part of the Durham-Chapel Hill Metropolitan Statistical Area, which comprises five counties. According to the 2018 North Carolina Department of Health and Human Services HIV/STD/Hepatitis Surveillance report, the most recent report, the number of individuals living in those counties diagnosed with HIV is:

- Chatham County: 130
- Durham County: 1,845
- Granville County: 206
- Orange County: 318
- Person County: 94

Discussion:

The figures cited in this section show that Orange County has a substantial population of people who are not experiencing homelessness but have unique housing needs, including the elderly, disabled, elderly disabled, and persons with HIV/AIDS. While these individuals have unique housing and supportive service needs, they are all exacerbated by a lack of quality, affordable housing near transit options that allow them to get where they need to go in a reasonable amount of time.

NA-50 Non-Housing Community Development Needs - 91.415, 91.215 (f)

Describe the jurisdiction's need for Public Facilities:

Emergency Medical Services (EMS) and 911 Communications: A comprehensive assessment revealed the necessity for enhancements in EMS operations and 911 communications infrastructure to improve response times and service delivery.

Mental Health and Substance Abuse Services: There is a significant need for accessible mental health and substance abuse treatment facilities to address the growing demand for these services within the community.

Community Health Facilities: The Community Health Assessment identified the need for expanded public health facilities to address issues such as chronic diseases, environmental health, and maternal and infant health.

Water and Sewer Infrastructure: Certain areas have experienced challenges related to water contamination and inadequate sewer services, indicating a need for improved infrastructure to ensure safe and reliable utilities.

School Facility Modernization and Accessibility: Assessments have highlighted the need to update school facilities to meet current educational standards and ensure compliance with the Americans with Disabilities Act (ADA).

Enhanced Accessibility in Public Facilities: Beyond schools, there's a broader need to ensure all public facilities are accessible to individuals with disabilities, as emphasized in the 2020-2025 Consolidated Plan.

Climate Resilience of Public Facilities: As climate change poses increasing risks, it's essential to bolster the resilience of public facilities by implementing sustainable practices and infrastructure improvements.

How were these needs determined?

These needs were determined through analysis of plans from jurisdictions in Orange County and public comments on facility needs.

Describe the jurisdiction's need for Public Improvements:

The following were identified as needs for public improvements:

- Transportation for seniors to get to medical appointments, pick up prescriptions, and other essential travel
- Water and sewer access improvements
- Intersections, public buildings, and facilities should be made ADA-compliant and handicap accessible.
- Roads, curbs, and sidewalks should be improved where needed.
- Additional sidewalks and bike lanes should be provided.
- Additional bus shelters should be provided.
- Storm water management systems should be improved.

How were these needs determined?

These needs were determined through analysis of plans from jurisdictions in Orange County and public comments on facility needs.

Describe the jurisdiction's need for Public Services:

The following were identified as needs for public services:

- Mental health services for veterans and individuals experiencing homelessness
- Public services should be improved in more rural parts of the county
- Rapid Re-Housing program should be established for individuals experiencing homelessness
- Transportation and mobility services provided for seniors and people with disabilities

How were these needs determined?

These needs were determined through analysis of plans from jurisdictions in Orange County and public comments on facility needs.

Housing Market Analysis

MA-05 Overview

Housing Market Analysis Overview

Orange County is located in central North Carolina, within the Piedmont region, and is part of the Durham-Chapel Hill Metropolitan Area and the larger Raleigh-Durham-Cary Combined Statistical Area. This area, often referred to as the "Triangle," is anchored by the cities of Raleigh, Durham, and Chapel Hill, which are home to prominent institutions of higher education: North Carolina State University, Duke University, and the University of North Carolina at Chapel Hill. Together, these cities and universities form a vibrant and interconnected economic and cultural hub.

Orange County is characterized by a mix of expansive rural areas and three urban centers: Chapel Hill, Carrboro, and Hillsborough. In recent years, residential development has increasingly expanded into formerly rural areas, driven by population growth and the demand for housing. These developments serve not only the needs of Orange County's growing population but also commuters working in neighboring counties, particularly in Research Triangle Park, a major employment center in the region.

This section provides an analysis of the Orange County housing market, utilizing data from the 2017-2022 Comprehensive Housing Affordability Strategy (CHAS) and the American Community Survey (ACS) to assess trends and challenges in housing affordability and availability.

- **Pre-1970 Construction**: A significant portion of the housing units were constructed before 1970, indicating an aging segment of the housing stock that may require maintenance or upkeep
- **1970-1999 Construction**: A substantial number of homes were built between 1970 and 1999, reflecting periods of residential development that have shaped the current housing landscape.

• **Post-2000 Construction**: Recent decades have seen continued growth, with new housing units constructed since 2000, contributing to the county's expanding residential infrastructure.

We find that the housing market in Orange County struggles to meet the needs of its population, particularly for low- and moderate-income households. While there has been growth in housing development, much of it is not affordable for those earning less than 80% AMI. Renters and extremely low-income households are the most vulnerable, often experiencing severe cost burdens. Approximately 44% of households in Orange County are cost-burdened, spending more than 30% of their income on housing. Extremely low-income households are disproportionately affected, with over **66% paying more than half their income** on housing. Renters, especially those earning less than 30% HAMFI (Household Area Median Family Income), face the greatest affordability challenges.

MA-10 Number of Housing Units - 91.410, 91.210(a) & (b)(2)

Introduction

According to the 2023 ACS data, there are 62,553 total housing units, of which an estimated 56,456 are occupied. This corresponds to a vacancy rate of about 9% (5,671 units). Most owner-occupied homes (83%) have three or more bedrooms, while the majority of rented units (69%) have one or two bedrooms.

Describe the number and targeting (income level/type of family served) of units assisted with federal, state, and local programs.

- **Public Housing:** 296 units in Chapel Hill and Carrboro. These are targeted toward households earning below 50% AMI, though some households earn more than that.
- Housing Choice Vouchers: Orange County Housing Authority has 687 Housing Choice Vouchers, 18 Emergency Housing Vouchers (EHV), 5 Foster Youth to Independence (FYI), and 41 Veterans and Supportive Housing (VASH).
- Low-Income Housing Tax Credits (LIHTC): LIHTC properties in Orange County have 592 known units for a mix of LMI households and elderly/disabled households.
- HOME: 45 developments in Orange County constructed with HOME funding.
- **Community Home Trust:** 342 permanently-affordable homes in Orange County through a community land trust model. Units targeted to households earning below 80% of AMI.

Provide an assessment of units expected to be lost from the affordable housing inventory for any reason, such as expiration of Section 8 contracts.

There is one LIHTC development with a contract ending in 2028. This development offers 124 units of subsidized housing .

Does the availability of housing units meet the needs of the population?

Housing remains largely unaffordable for many residents, particularly low- and moderate-income households. There is a critical shortage of quality, affordable, and accessible housing units, leaving many individuals and families cost-burdened and struggling to find stable housing

Describe the need for specific types of housing.

The need for quality, affordable, and accessible housing is particularly acute in the urban centers of Chapel Hill, Carrboro, and Hillsborough. These areas serve as the county's economic, educational, and cultural hubs, offering proximity to employment centers, healthcare facilities, and essential services. However, rising housing costs and limited affordable options have created significant barriers for low- and moderate-income households, making it difficult for many to live in the very communities where they work, study, or receive essential services.

Discussion

While the total number of market-rate housing units in Orange County may appear sufficient to accommodate the county's growing population, market forces alone have not produced enough housing that is affordable to low- and moderate-income households. The disparity between income levels and housing costs has left many residents struggling to find housing within their means, particularly in the county's urban centers of Chapel Hill, Carrboro, and Hillsborough—where employment opportunities and public transit access are most concentrated.

The high cost of market-rate housing in these areas creates significant barriers for low-income workers, seniors on fixed incomes, individuals with disabilities, and other vulnerable populations. Many households earning below the county's median income are forced to spend a disproportionate share of their income on housing costs, often exceeding HUD's affordability threshold of 30% of gross income. As a result, these households face increased financial instability, risk of displacement, and limited access to essential services.

MA-15 Cost of Housing - 91.410, 91.210(a)

Introduction

As highlighted throughout this plan, Orange County has experienced a significant rise in housing costs in recent years, leading to a critical shortage of affordable housing for low- and moderate-income households. Median gross rent has surged by 35.7%, increasing from \$970 to \$1,316, while the median home value has risen even more sharply, by 40.4%, from \$281,700 to \$395,600. These escalating costs disproportionately affect lower-income households, particularly renters, whose wages have not kept pace with the rising cost of housing.

The growing affordability gap makes it increasingly challenging for residents to secure and maintain stable housing, with vulnerable populations—including seniors, individuals with disabilities, and those at risk of homelessness—facing the greatest strain. The steep increases in both rental and homeownership costs highlight the urgent need for targeted policies and investments to address housing affordability. Without decisive action, many residents may face housing instability, undermining the county's long-term economic and social well-being.

Is there sufficient housing for households at all income levels?

The data clearly indicate that Orange County does not have an adequate supply of housing units for households earning below 30% of the Area Median Income (AMI) (extremely low-income) and those earning below 50% of AMI (very low-income). These income groups face the most significant barriers in securing stable, affordable housing, as the private market does not produce enough units at rents they can afford without substantial subsidies.

How is affordability of housing likely to change considering changes to home values and/or rents?

In recent years, housing prices in Orange County have risen at a much faster rate than incomes, further compounding the county's ongoing affordability crisis. This growing disparity has made it increasingly difficult for low- and middle-income workers to find housing within the communities where they work. With housing stock remaining low and new development not keeping pace with demand, this trend is expected to persist over the next five years, leading to a further reduction in the number of housing units affordable to local workers.

The limited availability of housing—particularly affordable housing—combined with rising costs is already forcing more individuals and families to seek housing in surrounding rural counties, where housing remains more affordable.

How do HOME rents / Fair Market Rent compare to Area Median Rent? How might this impact your strategy to produce or preserve affordable housing?

As of Fiscal Year 2024, Fair Market Rents (FMRs) in the Durham-Chapel Hill HUD Metro FMR Area, which includes Orange County, have increased significantly, with rents set at \$1,385 for efficiencies, \$1,418 for one-bedroom units, \$1,631 for two-bedroom units, \$2,051 for three-bedroom units, and \$2,510 for four-bedroom units. These figures represent a substantial increase from previous years, with the FMR for a two-bedroom unit rising by 24.03% from 2023. Comparatively, the median gross rent in Orange County during 2019-2023 was \$1,387, reflecting a widening gap between affordable rent levels and market-rate costs. Furthermore, HOME Rent Limits remain considerably lower than current FMRs, with Low HOME Rents ranging from \$927 for an efficiency to \$1,536 for a four-bedroom unit, and High HOME Rents between \$1,185 and \$1,940, making it increasingly difficult for low-income households to secure stable housing. This trend highlights growing affordability challenges in Orange County, as rising rents continue to outpace both median incomes and existing affordability programs, placing a greater burden on low- and moderate-income residents.

Discussion

One of the persistent challenges Orange County faces is that, even when Fair Market Rents (FMRs) are competitive with market rates, many landlords continue to refuse Housing Choice Vouchers (HCVs). This reluctance stems primarily from the perceived concerns about bureaucratic hurdles, delayed payments, and additional inspection requirements associated with the program. As a

result, simply ensuring that FMRs align with market rents is not enough to increase housing access for voucher holders.

The unwillingness of landlords to participate in the program severely limits the housing options available to low-income renters. In a market where vacancy rates are already low and demand is high, voucher holders often struggle to find landlords who will accept their vouchers, leading to longer housing searches, increased housing instability, and in some cases, voucher expiration before placement is secured.

MA-20 Condition of Housing – 91.410,91.210(a)

Describe the need for owner and rental rehabilitation based on the condition of the jurisdiction's housing.

Many owner-occupied housing units in Orange County need rehabilitation, yet many homeowners lack the financial resources necessary to make critical repairs and improvements. Unfortunately, the availability of local, state, and federal funding for housing rehabilitation remains insufficient to meet the growing demand. Even where assistance programs exist, they often come with complex eligibility requirements, extensive paperwork, and long waiting periods, making it difficult for homeowners—especially those with low or fixed incomes—to access the support they need. For renter-occupied housing, the challenges are different but equally pressing. Many rental units are owned by institutional investors or out-of-state landlords, who are often unresponsive to tenant concerns about maintenance and housing conditions. Without local oversight or incentives for responsible property management, tenants in low-income and older rental properties frequently face substandard living conditions, including deteriorating structures, outdated utilities, and health hazards such as mold or pest infestations.

A significant number of the county's existing affordable housing units require rehabilitation and accessibility modifications to remain habitable and inclusive. These needs are particularly urgent given that:

- 67% of renters earning below 50% of AMI report experiencing at least one housing problem, such as cost burden, overcrowding, or inadequate living conditions.
- 44.4% of homeowners under 50% of AMI also report facing at least one housing-related challenge, often due to the inability to afford necessary repairs and modifications.

Estimate the number of housing units within the jurisdiction that are occupied by low or moderate income families that contain lead-based paint hazards. 91.205(e), 91.405

Based on updated estimates, the total number of housing units in Orange County with possible lead paint is 18,638, representing a significant portion of the county's older housing stock. Within that number, it is estimated that approximately 8,000 of these housing units have children present, putting them at greater risk of lead exposure. Additionally, 41.7% of Orange County's population earns below 80% of the Area Median Income (AMI). Assuming that this population is evenly distributed across all housing units by age of construction, a substantial portion of these 18,638 older housing units are occupied by low- and moderate-income families, further emphasizing the need for targeted lead abatement efforts and home rehabilitation programs. To address this issue, Orange County must continue investing in lead hazard control programs, home repair initiatives, and community outreach efforts to ensure that vulnerable residents—especially families with young children—are protected from lead exposure risks.

Discussion

A significant portion of Orange County's housing stock has been constructed since 2000, resulting in relatively low rates of physical deterioration and substandard housing conditions compared to older housing markets.

Although reported cases of lead poisoning in the county remain low, an estimated 4,500 low- and moderate-income households with children reside in homes that may contain lead-based paint hazards. However, this figure may underrepresent the true risk, as low- and moderate-income households are more likely to reside in older housing stock that has not undergone lead mitigation or modernization efforts. Given that lead-based paint hazards are most prevalent in pre-1978 homes, targeted lead remediation efforts, education programs, and financial assistance for home rehabilitation remain essential to reducing health risks for vulnerable families.

MA-25 Public and Assisted Housing - 91.410, 91.210(b)

Introduction

Public housing and rental assistance in Orange County are administered by two entities: the Orange County Housing Authority (OCHA) and the Town of Chapel Hill's Department of Affordable Housing and Community Connections. Each organization plays a distinct role in providing affordable housing options for low-income residents.

Orange County Housing Authority (OCHA)

The Orange County Housing Authority (OCHA) oversees approximately 687 Housing Choice Vouchers (HCVs), commonly known as Section 8 vouchers. All OCHA-managed vouchers are tenant-based, meaning they are tied to the individual renter rather than a specific housing unit, allowing greater mobility for voucher holders within the private rental market.

Among these 687 vouchers are included:

- 18 Emergency Housing Vouchers (EHV) Dedicated to individuals and families experiencing homelessness or at risk of homelessness.
- 5 Foster Youth to Independence (FYI) Vouchers Targeted for young adults aging out of foster care who are at risk of homelessness.
- 41 Veterans Affairs Supportive Housing (VASH) Vouchers Designed to assist homeless veterans by providing rental subsidies along with case management and support services through the U.S. Department of Veterans Affairs.

OCHA operates under the oversight of a seven-member Board of Commissioners, which guides policy decisions and program administration.

Town of Chapel Hill Department of Affordable Housing and Community Connections

The Town of Chapel Hill's Department of Affordable Housing and Community Connections manages 296 public housing units across 12 developments in Chapel Hill and one in Carrboro. Unlike OCHA, the Chapel Hill Housing Authority does not administer any Housing Choice Vouchers. Instead, its focus is on maintaining and improving public housing communities, ensuring compliance with HUD standards, and supporting residents through affordable housing initiatives, property management, and resident services.

Describe the number and physical condition of public housing units in the jurisdiction, including those that are participating in an approved Public Housing Agency Plan.

The Town of Chapel Hill Department of Affordable Housing and Community Connections provides 296 public housing units in Orange County at 13 developments. Of these, 12 are located in Chapel Hill and one is in Carrboro. For HUD's purposes, these are divided into two Asset Management Projects (AMP). Both AMPs were last inspected in 2025 and scored relatively low amounts on their physical inspections.

Describe the restoration and revitalization needs of public housing units in the jurisdiction.

Over the past decade, the Town of Chapel Hill has undertaken comprehensive renovations across much of its public housing stock to improve living conditions and maintain compliance with HUD standards. However, recent inspection scores indicate that further modernization efforts are needed to ensure that public housing units remain safe, sustainable, and accessible for residents.

A more extensive and strategic modernization plan is required to address structural deficiencies, aging infrastructure, and outdated facilities in the town's 296 public housing units. In addition to general improvements, expanding the number of ADA-compliant and accessible units is a critical priority, as many current units do not meet the needs of elderly residents and individuals with disabilities. As discussed earlier in this plan, ensuring that more units incorporate universal design features—such as wider doorways, step-free entries, and accessible bathrooms—will be essential to meeting the growing demand for barrier-free housing.

Describe the public housing agency's strategy for improving the living environment of low- and moderate-income families residing in public housing.

The Town of Chapel Hill is committed to enhancing the management and physical conditions of its public housing developments while fostering greater accessibility and socioeconomic diversity. As part of these efforts, the town aims to increase the number of accessible units to better serve individuals with disabilities, ensuring that public housing meets the needs of all residents. Additionally, Chapel Hill is actively working to deconcentrate poverty within its public housing communities by promoting mixed-income housing opportunities, enhancing resident services, and implementing strategies that encourage economic mobility. These improvements will not only modernize and maintain public housing units but also create a more inclusive, sustainable, and equitable living environment for current and future residents.

Discussion

As emphasized throughout this plan, the demand for affordable housing in Orange County continues to outpace supply, leaving many low-income and extremely low-income households struggling to find stable housing. Despite this persistent need, the number of public housing units and Housing Choice Vouchers (HCVs) in the county has seen only marginal growth over the past five years, failing to keep pace with rising housing costs and an increasing number of cost-burdened households. Additionally, federal relief funding, such as the American Rescue Plan Act (ARPA), is set to expire in 2026, further limiting financial resources available for affordable housing initiatives.

MA-30 Homeless Facilities and Services - 91.410, 91.210(c)

Introduction

The Orange County Partnership to End Homelessness (OCPEH) serves as the lead entity for Orange County's Continuum of Care (CoC), playing a pivotal role in coordinating efforts to prevent and combat homelessness across the county. OCPEH works collaboratively with local governments, service providers, and community organizations to develop and implement evidence-based strategies aimed at reducing homelessness and improving housing stability. A key function of OCPEH is its data collection and analysis efforts, which are essential for tracking progress and informing policy decisions. The organization conducts and analyzes data from the annual Point-in-Time (PIT) Count, a federally mandated survey that provides a snapshot of homelessness in the county. Additionally, OCPEH manages and evaluates data from the Homeless Management Information System (HMIS), which captures real-time information on individuals and families receiving homelessness services. These data sources allow OCPEH to monitor the effectiveness of funded projects, identify service gaps, and optimize resource allocation to ensure that housing assistance and support services are reaching those most in need.

Describe mainstream services, such as health, mental health, and employment services to the extent those services are used to complement services targeted to people experiencing homelessness

Orange County provides a comprehensive network of healthcare, behavioral health, and employment services to support residents, particularly those experiencing homelessness or financial hardship. Healthcare services are available through UNC Healthcare hospitals in Chapel Hill and Hillsborough, as well as Piedmont Health Services clinics, including a mobile clinic for unsheltered residents. The Orange County Health Department offers low-cost medical care, while the Formerly Incarcerated Transition (FIT) Program connects individuals with chronic illnesses and a history of incarceration to essential healthcare services. Behavioral health services are provided through UNC Healthcare, Freedom House Recovery Center, and Alliance Healthcare ensuring access to mental health counseling, substance use treatment, and crisis support. Survivors of violence can access free therapy and advocacy through the Orange County Rape Crisis Center and Compass Center for Women and Families. Employment support is available through the Orange County Department of Social Services (DSS), Community Empowerment Fund (CEF), and NC Works Career Center/Job Link in Carrboro, offering job training, vocational programs, resume assistance, and financial coaching. These agencies collaborate frequently with homeless service providers through case conferencing and a by-name list system, ensuring that high-need individuals receive coordinated support. By integrating healthcare, behavioral health, and

workforce development, Orange County strengthens its safety net and promotes long-term stability and self-sufficiency for vulnerable residents.

List and describe services and facilities that meet the needs of people experiencing homelessness, particularly individuals and families experiencing chronic homelessness, families with children, veterans and their families, and unaccompanied youth. If the services and facilities are listed on screen SP-40 Institutional Delivery Structure or screen MA-35 Special Needs Facilities and Services, describe how these facilities and services specifically address the needs of these populations.

Orange County provides critical emergency shelter and supportive services to individuals and families experiencing homelessness. There are currently two emergency shelters in the county: Inter-Faith Council (IFC) HomeStart, which offers 49 beds for women and families, and IFC Community House, which provides 52 beds for single men. During cold weather emergencies— when temperatures drop below 40 degrees—an additional 40 cots are made available: 3 beds for single women at IFC HomeStart and 17 beds for single men at IFC Community House.

OCPEH also operates an emergency cold weather shelter on "white flag" nights (nights when temperatures drop below 32 degrees Fahrenheit), for up to 40 unsheltered residents at a time, including families, veterans and unaccompanied youth.

Beyond emergency shelter, several organizations provide wraparound services to help individuals transition out of homelessness. The Community Empowerment Fund (CEF) offers one-on-one, client-directed support to help individuals experiencing chronic homelessness secure income, disability benefits, and stable housing. Families with children receive assistance through IFC HomeStart and Orange County Department of Social Services (DSS), while UNC Horizons provides residential and outpatient substance use recovery services specifically for pregnant women and mothers in recovery. Veterans experiencing homelessness have access to dedicated housing and support programs. The Durham VA Medical Center, which serves Orange County, operates the HUD-VASH program, offering housing assistance and case management for veterans with high service needs

MA-35 Special Needs Facilities and Services - 91.410, 91.210(d)

Introduction

Orange County has identified the following populations as priorities for services and facilities: elderly, people with disabilities, homeless with mental health needs, and public housing residents.

Including the elderly, frail elderly, persons with disabilities (mental, physical, developmental, behavioral), people with HIV/AIDS and their families, public housing residents and any other categories the jurisdiction may specify, describe their supportive housing needs

• Elderly: Increase the availability of accessible and age-friendly housing by rehabilitating existing units to include universal design features and constructing new affordable housing with built-in accessibility accommodations.

- Frail Elderly: Expand housing options that integrate accessibility features and on-site supportive services, such as assisted living facilities, home health services, and transportation assistance, to enable seniors to age in place safely.
- People with Disabilities: Prioritize funding for home modifications and rehabilitation to improve accessibility, increase enforcement of reasonable accommodation policies in rental housing, and promote the new construction of affordable, fully accessible units that meet the diverse needs of individuals with disabilities.
- People with Substance Use Disorder: Expand permanent supportive housing and transitional housing options that integrate case management, recovery services, and peer support programs to promote long-term housing stability and recovery.
- People with HIV/AIDS and Their Families: Increase the supply of permanent supportive housing with wraparound services, including medical care, mental health counseling, and case management, to ensure stable housing and improved health outcomes.
- People Residing in Public Housing: Enhance supportive services to promote economic selfsufficiency, provide rental assistance and relocation support for those seeking affordable private-market housing, and develop new high-quality, affordable rental housing to address ongoing demand.

Describe programs for ensuring that persons returning from mental and physical health institutions receive appropriate supportive housing

OCPEH operates as the Continuum of Care for Orange County, ensuring a coordinated and strategic approach to addressing homelessness. As part of its efforts, the Partnership has implemented a robust Coordinated Entry System designed to assess the unique needs of individuals transitioning from mental health and physical care institutions. This system prioritizes these individuals for Permanent Supportive Housing, ensuring they receive the necessary resources and support to achieve stability and long-term housing security.

Specify the activities that the jurisdiction plans to undertake during the next year to address the housing and supportive services needs identified in accordance with 91.215(e) with respect to persons who are not homeless but have other special needs. Link to one-year goals. 91.315(e)

N/A

For entitlement/consortia grantees: Specify the activities that the jurisdiction plans to undertake during the next year to address the housing and supportive services needs identified in accordance with 91.215(e) with respect to persons who are not homeless but have other special needs. Link to one-year goals. (91.220(2))

The Orange County HOME Consortium intends to address the housing and supportive services needs of people who are not experiencing homelessness but have other service needs by:

• Increasing the number of accessible housing units through repair and rehabilitation of existing housing units and construction of new housing units that are affordable and accessible.

- Facilitating rehabilitation and development of housing options for older adults to age in place.
- Providing support for services, programs, and facilities for the elderly, peoples with disabilities, people with substance use disorder, and other populations with service needs.

MA-40 Barriers to Affordable Housing - 91.410, 91.210(e)

Describe any negative effects of public policies on affordable housing and residential investment

The affordable housing crisis in Orange County is driven by high housing costs, limited subsidized housing options outside urban areas, and restrictive zoning policies that limit density and affordability. Addressing these barriers requires policy changes, expanded financial incentives for affordable housing development, and community-driven solutions that balance the need for affordability with sustainable growth. Without targeted interventions, rent burdens will continue to rise, and low-income households will face increasing difficulty securing stable, affordable housing in Orange County.

- Affordability- The lack of affordable housing in Orange County has resulted in severe rent burdens, particularly for low- and moderate-income renters. A majority of renters in the county are rent-burdened, meaning they spend more than 30% of their household income on rent and utilities. This problem is most severe among lower-income households
- **Zoning and permitting** Zoning regulations across Orange County present significant challenges to the development of higher-density, affordable housing. High land costs in service-rich areas like Chapel Hill and Carrboro make it financially challenging to develop affordable housing in locations where residents can easily access jobs, transit, healthcare, and other critical services. Without zoning reforms that allow for increased density, it will remain difficult to develop affordable housing at a scale sufficient to meet demand. Accessory dwelling unit (ADU) policies, missing middle housing initiatives, and inclusionary zoning requirements could help expand affordability in high-demand areas while reducing barriers to development.
- **Minimal Housing Subsidies-** The geographic distribution of subsidized rental housing is a major barrier to affordability in Orange County. Currently, the only public housing developments in the county are located in Chapel Hill and Carrboro, and the majority of subsidized rental properties are concentrated in Chapel Hill and Carrboro. This lack of affordable housing options outside Chapel Hill and Carrboro disproportionately affects low-income residents in more rural parts of the county, where access to jobs, public transit, and social services is more limited. Expanding affordable housing options across the county is critical to ensuring equitable access to stable, affordable homes.

MA-45 Non-Housing Community Development Assets - 91.410, 91.210(f) Introduction

Orange County has experienced sustained economic growth over the past few decades, driven by a diverse and highly skilled workforce. The county is home to major employers that require well-educated employees, including UNC-Chapel Hill, UNC Health Care, and two local school districts, which collectively employ a significant portion of residents. Educational services, and healthcare and social assistance remain the county's largest employment sectors, reinforcing demand for a highly educated workforce, with 62% of residents older than 25 holding a bachelor's degree or higher.

At the same time, the county's economy is supported by a robust retail and service industry, which caters to both the local population and the university community. These businesses rely on a workforce with varied educational backgrounds, providing opportunities for workers with lower formal educational attainment. As a result, Orange County benefits from a balanced economic landscape, combining high-skilled industries with a thriving service sector that supports its growing and diverse population.

Based on the Business Activity table above, what are the major employment sectors within your jurisdiction?

The largest employment sectors for Orange County are educational services (29.0%) and healthcare and social assistance (24.8%). The county's strong emphasis on education ensures a well-qualified labor force to support these critical industries.

Describe the workforce and infrastructure needs of the business community:

The three economic sectors with the greatest workforce shortages relative to available jobs in Orange County are education and healthcare services, other services, and retail trade. These industries are critical to the local economy, yet they face persistent hiring challenges. As highlighted throughout this plan, Orange County's shortage of affordable housing continues to be a significant barrier for workers in these sectors. The high cost of housing limits the ability of educators, healthcare workers, service employees, and retail staff to live within the community they serve, further exacerbating workforce shortages. Addressing housing affordability will be essential to ensuring a stable and sustainable workforce for these key industries.

Describe any major changes that may have an economic impact, such as planned local or regional public or private sector investments or initiatives that have affected or may affect job and business growth opportunities during the planning period. Describe any needs for workforce development, business support or infrastructure these changes may create.

The Triangle Region continues to experience robust economic development, with global tech giants like Meta and Google expanding their footprint in the area. These companies are drawn to the region's exceptional talent pool, bolstered by the high educational attainment of its residents and proximity to leading institutions such as the University of North Carolina at Chapel Hill (UNC), Duke University, and North Carolina State University. The Triangle's reputation as a hub for innovation, research, and cutting-edge industries positions it as a magnet for firms seeking to grow or establish operations in a thriving, knowledge-driven economy.

Orange County's healthcare sector is undergoing significant growth, led by key institutions like UNC Health Care and Duke Health. UNC Health Care's construction of a state-of-the-art surgical hospital tower will increase the demand for healthcare professionals, while Duke Hospitals is advancing several projects in response to the region's healthcare needs. With an aging population in Orange County, the demand for supportive living facilities with integrated healthcare services is also expected to grow. These developments underscore the region's economic dynamism, fueled by both technological innovation and the expansion of essential healthcare infrastructure.

How do the skills and education of the current workforce correspond to employment opportunities in the jurisdiction?

Orange County's workforce remains highly educated, with 62% of residents aged 25 and over holding a bachelor's degree or higher, reflecting a slight increase from previous years. This high level of educational attainment aligns with the county's workforce demands, as educational services (29.0%) and healthcare and social assistance (24.8%) remain the largest employment sectors. The county's strong emphasis on education ensures a well-qualified labor force to support these critical industries.

Describe any current workforce training initiatives, including those supported by Workforce Investment Boards, community colleges and other organizations. Describe how these efforts will support the jurisdiction's Consolidated Plan.

NCWorks Career Center - Located in Carrboro, the NCWorks Career Center provides a comprehensive range of employment and training services at no charge. Services include:

- Career Assessment & Counseling: Personalized guidance to help individuals identify suitable career paths.
- Workshops: Both on-site and virtual sessions covering job search strategies, resume writing, and interview preparation.
- Training & Education Information: Access to information on educational programs and certifications to enhance employability.
- Community Resource Referrals: Connections to various support services and partner programs.
- Unemployment Claims Assistance: Help with filing and managing unemployment benefits.

Durham Technical Community College – Orange County Campus- Situated just south of Hillsborough, Durham Technical Community College's Orange County Campus offers a variety of academic and continuing education programs. The campus provides a Health and Wellness curriculum, serving as a foundation for students aiming to pursue healthcare-related degrees. Programs include over 20 long-term and university transfer careers, as well as more than 20 shortterm pathways including community health worker, medical coding, and nursing and dental certificate programs. Long-term programs include associates degrees in:

• Nursing: Prepares students for licensure and practice as registered nurses.

- Clinical Trials Research: Trains students to manage and oversee clinical research trials.
- Medical Assisting: skills for administrative and clinical roles in healthcare settings.
- Respiratory Therapy: to care for patients with respiratory disorders.
- Occupational Therapy Assistant: to assist occupational therapists in rehabilitative services.
- Practical Nursing: Offers training for students to become licensed practical nurses.
- Anesthesia Technology
- Restorative Dental Technology
- Surgical Technology

These programs are designed to address the growing demand for healthcare professionals in the region. The Orange County Campus is expanding to better serve its students, with plans to add 14,000 square feet of space, including classrooms, labs, and student collaboration areas.

Does your jurisdiction participate in a Comprehensive Economic Development Strategy (CEDS)?

Yes. This process is led by Central Pines Regional Council, Orange County's regional Council of Governments.

If so, what economic development initiatives are you undertaking that may be coordinated with the Consolidated Plan? If not, describe other local/regional plans or initiatives that impact economic growth?

Orange County is part of Central Pines Regional Council (CPRC), which coordinates economic development planning for a seven-county region (Moore, Lee, Chatham, Orange, Durham, Wake, and Johnston). The goals of the CPRC's CEDS are to:

- Build on the Region's Competitive Advantage and Leverage the Marketplace
- Establish and Maintain a Robust Regional Infrastructure
- Create Revitalized and Vibrant Communities
- Develop Healthy and Innovative people

Furthermore, CPRC has identified the following priorities for 2025-2026:

- CEDS Strategy Refinement and Outreach
- Technical Assistance
- Housing
- Resiliency
- Workforce Development

Given that housing is one of the priorities for CPRC, there are many areas for potential coordination between the Orange County HOME Consortium and the CPRC

Discussion

Orange County's economic base is anchored in the healthcare, education, and professional services sectors, supported by a strong retail and service industry that caters to these high-skilled

industries. With 62% of residents aged 25 and over holding a bachelor's degree or higher, the county boasts a highly educated workforce and a low unemployment rate.

However, workforce shortages persist in lower-wage sectors such as retail, food service, and other essential support industries, which rely on employees with lower formal educational attainment. A key contributing factor is the high cost of housing, which may prevent these workers from living within the county. Addressing affordable housing challenges will be critical to ensuring a sustainable workforce across all economic sectors.

MA-50 Needs and Market Analysis Discussion

Are there areas where households with multiple housing problems are concentrated? (include a definition of "concentration")?

Households experiencing multiple housing problems—such as cost burden, overcrowding, and inadequate housing conditions—are expected to be found throughout the county, with concentrations in areas where there are substantial numbers of extremely low- and very low-income households. Traditionally, cost burden has been most severe in urban areas, such as Chapel Hill and Carrboro, where housing costs are highest. However, the affordability crisis is no longer confined to urban centers and is increasingly spreading into rural parts of Orange County, where historically lower housing costs are rising due to increased demand, limited housing supply, and regional market pressures. As urban housing costs continue to climb, many low- and moderate-income households are being pushed into rural areas, only to find that affordable housing development, and fewer public transportation options. This shift is further exacerbated by gentrification and displacement pressures, as lower-income households struggle to secure stable, affordable housing near employment opportunities, schools, and services.

Are there any areas in the jurisdiction where racial or ethnic minorities or low-income families are concentrated? (include a definition of "concentration")?

There appear to be three block groups in Orange County where racial/ethnic minorities and low-income households are concentrated:

- Northwest of Hillsborough, in an area with a mix of rural and suburban development.
- West of Carrboro, where a historically lower-income population resides amid increasing housing pressures.
- Northeast of Chapel Hill along US Route 15/501, an area experiencing both economic disparities and affordability challenges due to rising housing costs.

These areas highlight the geographic disparities in housing affordability and economic opportunity, emphasizing the need for targeted investments in affordable housing, infrastructure, and community services to support residents facing disproportionate housing burdens.

What are the characteristics of the market in these areas/neighborhoods?

The housing market in Orange County's urban centers, particularly Chapel Hill and Carrboro, remains highly competitive, driven by strong employment opportunities, a thriving commercial sector, and a vibrant entertainment scene. This demand has also extended to suburban and semirural areas surrounding these urban hubs, where substantial residential development has taken place in recent years. As a result, housing availability remains tight across the county, making affordability and accessibility key concerns for both existing and prospective residents.

Are there any community assets in these areas/neighborhoods?

The urban centers of Orange County, particularly Chapel Hill and Carrboro, offer the most established community and public facilities, including a top public university, free public transit, entertainment venues, shopping districts, and parks, making them key hubs for economic and social activity. Meanwhile, the rural areas of the county are rich in environmental assets, providing access to natural spaces, conservation areas, and outdoor recreation. These areas also benefit from strong community networks, supported by numerous local organizations that enhance social cohesion and cultural engagement.

Are there other strategic opportunities in any of these areas?

Neighborhoods in Orange County's urban centers, such as Chapel Hill and Carrboro, provide convenient access to key community amenities, including entertainment venues, shopping districts, and public transit. However, housing in these areas is often unaffordable, particularly for low- and moderate-income households, creating a need for more affordable and accessible housing options. In contrast, rural neighborhoods can offer moderately more affordable homeownership opportunities, but they often lack quality rental housing and proximity to essential services, employment centers and public transit. Expanding the availability of affordable rental housing in both urban and rural areas, and expanding transit in rural areas, can help address these disparities and create more affordable living opportunities throughout the county.

MA-60 Broadband Needs of Housing occupied by Low- and Moderate-Income Households - 91.210(a)(4), 91.310(a)(2)

Describe the need for broadband wiring and connections for households, including low- and moderate-income households and neighborhoods.

As of the 2019-2023 American Community Survey estimates, 93.6% of households in Orange County, North Carolina, have a broadband internet subscription, reflecting an increase from previous years.

While overall broadband adoption has improved, disparities persist among different demographic groups:

• Minority Populations: Historically, African American (78%) and Hispanic (87%) households have had lower subscription rates compared to White and Asian households.

• Income Levels: Households with lower incomes continue to have lower broadband subscription rates. For instance, households earning less than \$20,000 annually are less likely to have broadband access compared to higher-income households.

These disparities suggest that while the majority of Orange County is equipped with broadband infrastructure, affordability and digital literacy remain barriers for certain populations. Additionally, rural areas of the county may face challenges related to broadband availability and adoption.

Efforts to address these gaps are ongoing. For example, North Carolina has awarded \$30 million in Digital Champion grants to various organizations to help residents access and effectively use high-speed internet, aiming to bridge the digital divide across the state. In summary, while broadband internet access in Orange County has increased, targeted initiatives are necessary to ensure equitable access for all residents, particularly among racial/ethnic minorities, low-income households, and rural communities.

Describe the need for increased competition by having more than one broadband Internet service provider serve the jurisdiction.

In Chapel Hill and Carrboro, residents have access to multiple broadband internet providers, including Spectrum, AT&T, Google Fiber, EarthLink, and Frontier. These providers offer a range of high-speed internet services, with options such as fiber-optic connections delivering speeds up to 5 gigabits per second. In contrast, the more rural areas of Orange County have historically faced challenges with broadband accessibility due to fewer service providers. In 2022, Orange County approved a contract with NorthState Communications to further develop broadband infrastructure, targeting nearly 28,000 addresses to enhance internet accessibility across the county. These initiatives reflect Orange County's commitment to bridging the digital divide and ensuring that both urban and rural residents have access to reliable, high-speed internet services.

MA-65 Hazard Mitigation - 91.210(a)(5), 91.310(a)(3)

Describe the jurisdiction's increased natural hazard risks associated with climate change.

Since its formation in September 2019, the Orange County Climate Council—comprising Orange County, Chapel Hill, Hillsborough, and Carrboro—has actively pursued collaborative strategies to address climate change. In May 2024, the Council reconvened with a renewed mission to exchange information on climate justice, mitigation, resiliency, and adaptation, and to maintain an updated inventory of climate initiatives. On November 2, 2023, the Orange County Board of County Commissioners adopted the county's first Climate Action Plan, aiming to reduce greenhouse gas emissions by 50% by 2030 and achieve carbon neutrality by 2050. Local municipalities have also intensified their efforts; for instance, Carrboro joined the Intergovernmental Climate Council in April 2024 to enhance regional collaboration. Additionally, the Chapel Hill Town Council has been actively discussing and implementing its Climate Action Plan, reflecting a strong commitment to sustainability and resilience.

Describe the vulnerability to these risks of housing occupied by low- and moderate-income households based on an analysis of data, findings, and methods.

A significant portion of low- and moderate-income housing in Orange County is located in floodprone areas, making these communities particularly vulnerable to the increasing risks associated with climate change. As extreme weather events become more frequent and severe, flooding risks will intensify, potentially leading to widespread displacement of low-income households who may lack the resources to recover or relocate. Beyond the immediate risk to residents, repeated or severe flooding could result in the permanent loss of affordable housing units, further reducing the already limited supply of housing for low- and moderate-income families. As affordable units become uninhabitable or too costly to repair, property owners may opt to convert them into highercost housing or abandon them altogether, exacerbating the county's housing affordability crisis.

Strategic Plan

General Allocation Priorities

HOME funds will be used for housing activities. These funds will be targeted to low-income persons and projects designed to provide affordable housing to low-income persons through preservation, development, acquisition, and tenant based rental assistance.

The Town of Chapel Hill will allocate its CDBG funds to those geographic areas whose population is over 51% low- and moderate-income. At least 70% of all the Town's CDBG funds that are budgeted for activities will principally benefit low- and moderate-income persons. The following guidelines for allocating CDBG will be used during the FY 2026-2030 Five Year Consolidated Plan:

- Housing activities have income eligibility criteria, therefore the income requirement directs funds to low- and moderate-income households throughout the County.
- The public services activities are for social service organizations whose clientele have a low income or in certain cases, a limited type of clientele with a presumed low- and moderate-income status.
- The public facilities activities are either located in a low- and moderate-income census tract/block group or have a low- and moderate-income service area benefit or clientele over 51% low- and moderate-income.
- The acquisitions and demolition of structures are either located in a low- and moderateincome census area or these activities are eligible by preventing or eliminating slums and blight on a spot basis or area basis.
- Economic development projects will either be located in a low- and moderate-income census tract/block group, or a poverty tract greater than 20%, or part of a redevelopment plan, or making 51% of the jobs available to low- and moderate-income population.

Narrative (Optional)

The priority ranking of needs for housing, homelessness, other special needs, community development, economic development, and anti-poverty are as follows:

- **High Priority** Activities are assigned a high priority if the County or Chapel Hill expects to fund them during the Five Year Consolidated Plan period.
- Low Priority Activities are assigned a low priority if the activity may not be funded by the County or Chapel Hill during the Five Year Consolidated Plan period. The County or Chapel Hill may support applications for other funding if those activities are consistent with the needs identified in the Five Year Consolidated Plan.

SP-35 Anticipated Resources - 91.420(b), 91.215(a)(4), 91.220(c)(1,2)

Introduction

The Orange County HOME Consortium anticipates receiving \$375,000 in HOME funds for FFY 2025/PY 2026. Based on funding from the past five years, we expect the Orange County HOME Consortium will receive about \$375,000 each year over the next five-year period. The following represents the County's anticipated resources for future years:

- FFY 2020 = \$374,851 HOME Funds
- FFY 2021 = \$ 378,743.00 HOME Funds
- FFY 2022 = \$443,498 HOME Funds
- FFY 2023 = \$429,446 HOME Funds
- FFY 2024 = \$367,013 HOME Funds
- Total = \$1,993,551 HOME Funds
- FFY 2025 = \$375,000 HOME Funds
- FFY 2026 = \$375,000 HOME Funds
- FFY 2027 = \$375,000 HOME Funds
- FFY 2028 = \$375,000 HOME Funds
- FFY 2029 = \$375,000 HOME Funds
- Total = \$1,875,000 HOME Funds

The accomplishments of these projects/activities will be reported in the FFY 2025 Consolidated Annual Performance and Evaluation Report (CAPER).

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The Orange County HOME Consortium will leverage additional funds from a variety of sources to address the needs identified in this plan. Orange County is the recipient of the North Carolina Housing Finance Agency Essential Single-Family Rehabilitation Loan Pool (ESFRLP) and Urgent Repair Program (URP) funds. Each recipient of SFRLP funds is awarded \$190,000 to conduct moderate rehabilitation for owner-occupied homes belonging to households earning below 80% AMI. For URP, the County has typically received \$162,000 each year to provide emergency repairs to address threats to life, health, and safety for owner-occupied homes belonging to households earning below 50% AMI.

The Orange County HOME Consortium uses cash as its local match for HOME funds. It is estimated that this match will be 25% of total HOME funds for program year 2025, or \$93,750. These funds will be used for tenant-based rental assistance (TBRA) in the Rapid Re-Housing program administered by the Orange County Partnership to End Homelessness.

SP-40 Institutional Delivery Structure - 91.415, 91.215(k)

Explain the institutional structure through which the jurisdiction will carry out its consolidated plan including private industry, nonprofit organizations, and public institutions.

Responsible Entity	Responsible Entity Type	Role	Geographic Area Served
Orange County	Government	Ownership Planning Public Housing Rental	Jurisdiction
Chapel Hill	Government	Economic Development Housing for People with Service Needs Ownership Planning Public Housing Rental neighborhood improvements public facilities public services	Jurisdiction
Orange County Partnership to End Homelessness	Continuum of care	Homelessness	Jurisdiction

Describe how the service delivery system including, but not limited to, the services listed above meet the needs of people experiencing homelessness (particularly individuals and families experiencing chronic homelessness, families with children, veterans and their families, and unaccompanied youth) Orange County benefits from a community health clinic within the UNC Hospital System, which provides essential healthcare services to low-income and housing-insecure residents. However, gaps in care remain, particularly in free healthcare access for individuals experiencing or at risk of homelessness. Additionally, there is a critical need for expanded mental health and substance use treatment, as well as case management services, to support individuals struggling with chronic homelessness, addiction, and co-occurring disorders. The Community Empowerment Fund (CEF) plays a vital role in bridging service gaps by providing relationship-based, client-centered support in areas such as job readiness, job search assistance, and life skills development. CEF operates an integrated service center in Chapel Hill, where clients can access employment support, financial education, and connections to other essential services, helping individuals build long-term stability and self-sufficiency. Expanding these healthcare and support services will be essential to addressing the complex needs of Orange County's most vulnerable residents.

Describe the strengths and gaps of the service delivery system for people with service needs and persons experiencing homelessness, including, but not limited to, the services listed above

The Orange County Partnership to End Homelessness (OCPEH) serves as a strong and effective lead agency for the Orange County Continuum of Care (CoC), ensuring a coordinated and datadriven approach to addressing homelessness in the county. Through strategic partnerships and best-practice models, the CoC has implemented several key initiatives to enhance housing stability and streamline access to critical services for people experiencing homelessness.

- Coordinated Intake and Assessment: The CoC has implemented a coordinated entry system for both families and individuals experiencing homelessness, ensuring that housing and services are distributed fairly and efficiently based on need rather than a first-come, first-served basis.
- Prioritization for Permanent Supportive Housing (PSH): The CoC prioritizes people with disabilities, chronic health conditions, and long-term homelessness for placement in permanent supportive housing (PSH) units using the Vulnerability Index-Service Prioritization Decision Assistance Tool (VI-SPDAT). This ensures that those with the most urgent and complex housing needs receive assistance first.
- Housing Choice Voucher (HCV) Preference for Vulnerable Populations: The Orange County Housing Department offers a preference within its Housing Choice Voucher (HCV) program for certain highly vulnerable subpopulations of people experiencing homelessness. This targeted approach improves access to long-term rental assistance for individuals facing the highest barriers to stable housing.
- Regular Outreach to Unsheltered Individuals: The CoC conducts proactive, consistent outreach to people living unsheltered, building relationships and connecting them to housing resources and supportive services. This engagement helps reduce barriers to housing entry and ensures that people who have been chronically homeless receive the intensive support they need to transition into permanent supportive housing.

- Data-Driven Decision-Making via Homeless Management Information System (HMIS): The CoC operates a Homeless Management Information System (HMIS), which is coordinated through the North Carolina Coalition to End Homelessness (NCCEH). This system tracks service utilization, monitors performance metrics, and informs policy decisions to improve the effectiveness of homelessness response programs across the county. Performance data from HMIS is actively used to evaluate program effectiveness and inform continuous improvements.
- OC Connect: A Centralized Resource Hub for Housing and Social Services: In collaboration with the Community Empowerment Fund (CEF), OCPEH has developed OC Connect, a free online database that consolidates all available housing, social services, and nonprofit resources in Orange County. For local social service providers, OC Connect also serves as a coordinated assessment tool, helping to route individuals at risk of or experiencing homelessness to appropriate solutions. The platform also administers a prioritization and coordination tool to ensure that vulnerable individuals receive the right level of care and support.
- Emergency Cold Weather Shelter: Partnership-operated facilities that shelter clients on an emergency basis on "white flag" nights (nights when temperatures drop below 32 degrees Fahrenheit).

According to the gap analysis done in 2022 by OCPEH, there are fifteen current system gaps preventing the County from effectively ending homelessness. The total annual cost to fill these gaps is estimated at a minimum of \$2.6 million per year. The identified gaps are:

- **Housing**: Affordable rental units, rapid re-housing, Permanent Supportive Housing, youth housing, landlord incentives, housing locator, furniture/household goods.
- **Temporary Housing Services**: Accessible shelters, medical respite beds, bridge housing.
- **Connection Services**: Housing Helpline staffing, integrated service center, crisis/diversion facility.
- Dignity Services: 24-hour bathrooms, memorial service funding.

Provide a summary of the strategy for overcoming gaps in the institutional structure and service delivery system for carrying out a strategy to address priority needs

OCPEH has thoroughly analyzed the institutional structure and service delivery system, identified fifteen gaps in the system, and calculated the costs of filling those gaps. OCPEH has either identified existing programs and partners, or worked to set up the necessary infrastructure, through which to fill most of these gaps, and some funding has already been secured. Of the estimated \$2.6 million yet to be secured, OCPEH has approached Orange County and the Towns of Carrboro, Chapel Hill, and Hillsborough to ask each jurisdiction to contribute a portion of the funds. In addition to filling the homeless system gaps, OCPEH also aims to improve existing projects and processes and improve the quality of homeless service delivery.

SP-45 Goals - 91.415, 91.215(a)(4)

Goal Name Outcome (5-Year Target) Funding Sources Impact					
	Provide households with Tenant- Based Rental Assistance (TBRA)	- HOME, CDBG, Local Funds	Reduce rent burden for low-income renters		
Preserve and Rehabilitate Affordab Housing	le Rehabilitate rental units & owner-occupied homes	HOME.	event displacement & aintain affordability		
Increase Permanent Supportive Housing	Develop supportive housing for homeless & special needs populations	HOME, ESG, LIHTC, HUD- VASH	Reduce chronic homelessness		
Neighborhood Revitalization & Community Services	Improve infrastructure in lo income neighborhoods, sup community facilities	CDBG	Improve quality of life & economic opportunities		

SP-60 Homelessness Strategy - 91.415, 91.215(i)

Describe how the jurisdiction's strategic plan goals contribute to:

Reaching out to people experiencing homelessness (especially unsheltered) and assessing their individual needs

OCPEH's HOME Committee (no relation to the HOME Investment Partnerships Program) consists of about 20 housing and service providers that interact with people who are experiencing chronic and/or particularly vulnerable homelessness, many of whom have disabilities. Service providers involved include nonprofits, DSS and other county departments, UNC Hospitals, veterans' organizations, law enforcement, private attorneys, and more. The Committee meets monthly to collaborate on finding housing and services (e.g., medical, mental health, substance use, and legal services) for these people. The CoC uses its Coordinated Entry system to assess people's needs, score their level of need, and prioritize them for permanent supportive housing, and conducts street outreach program to reach people who are living unsheltered. However, OCPEH has focused efforts on street outreach to connect homeless individuals with resources and housing.

Addressing the emergency shelter and transitional housing needs of people experiencing homelessness

Orange County's only emergency shelter is run by the Inter-Faith Council for Social Service (IFC). IFC also offers a transitional housing program for men. The Freedom House Recovery Center provides residential mental health and substance use services for men, women, children, and families (in addition to outpatient and crisis services), and there are several Oxford Houses in the county that provide transitional housing for people in recovery from substance use disorder. The county does not have a domestic violence shelter.

Helping people experiencing homelessness (especially people and families experiencing chronic homelessness; families with children; veterans and their families; and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again.

The Continuum of Care (CoC) in Orange County operates a Rapid Re-Housing (RRH) program, which provides short-term rental assistance and supportive services to individuals and families experiencing homelessness. However, OCPEH has identified significant gaps in funding and service alignment, noting the need for more flexible, individualized support that includes financial assistance, case management, and housing navigation. Expanding these components and integrating best practices into the RRH program would improve housing stability outcomes and ensure that clients receive the level of assistance they need to remain housed long-term. In Fiscal Year 2024, 198 individuals and families exited homelessness, with a relatively low return-tohomelessness rate of 6.5% within two years. This success reflects the strength of case management services provided by organizations such as Inter-Faith Council for Social Service (IFC), the Community Empowerment Fund (CEF), and Alliance Healthcare. These agencies work closely with clients to navigate the housing process, connect to supportive services, and stabilize their living situations. Orange County has also seen success in its homeless diversion program, which prevents homelessness for approximately 25% of households seeking emergency shelter. This program uses a strengths-based, guided conversation approach, coupled with flexible financial assistance, to help households identify immediate alternative housing solutions without entering the shelter system.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

Orange County administers an Emergency Housing Assistance (EHA) program designed to support individuals and families experiencing housing insecurity by providing financial assistance to prevent homelessness and eviction. The fund helps cover rent and utility arrears, security and utility deposits, first month's rent, and other essential one-time expenses that enable at-risk households to secure or maintain stable housing. By intervening before eviction or displacement occurs, the program plays a crucial role in preventing homelessness and reducing housing instability in the county.

The county also operates an Eviction Diversion Program (EDP), which provides legal assistance and case management to tenants facing eviction. Through legal representation, mediation services, and

emergency financial aid, the program helps tenants negotiate with landlords, resolve disputes, and remain housed whenever possible.

Together, the EHA and EDP programs assist approximately 550 households annually, with many clients utilizing both services. Each year, around 300 individuals apply for EHA support (only about half are eligible and approved), while over 400 tenants seek assistance through the EDP, with a significant overlap between the two programs. According to estimates from the county's Eviction Diversion Program attorney, well over half of EDP clients have children, with as many as 70% of households including minors.

SP-65 Lead-based Paint Hazards - 91.415, 91.215(i)

Actions to address LBP hazards and increase access to housing without LBP hazards

Lead-Based Paint (LBP) hazards are a concern for low-income households living in older, substandard housing and who may not have the financial resources to make their homes lead-safe. To address this concern, the Orange County HOME Consortium has developed the following strategy to increase the number of homes that are made lead-safe and reduce the number of child lead poisoning cases:

- Ensuring that County rehabilitation staff and the contractors they work with are knowledgeable about LBP requirements of all federal housing programs
- Distributing information on LBP hazards to all households that participate in County housing programs
- Conducting LBP inspections and assessments as necessary
- Implementing environmental control or abatement measures (for both LBP and asbestos) as applicable in all federally-funded projects

This strategy will allow Orange County to: be in full compliance with all applicable LBP regulations; control or reduce, to the extent feasible, all LBP hazards in housing rehabilitated with federal funds; and reduce the number of incidences of elevated blood lead levels in children.

How are the actions listed above related to the extent of lead poisoning hazards?

Recent studies have highlighted potential gaps in lead screening protocols. A 2022 study revealed that current North Carolina lead screening strategies might miss over 30% of children with subclinical lead poisoning, suggesting that the actual prevalence of EBLLs could be higher than reported. The Orange County Health Department emphasizes the significance of lead poisoning prevention, particularly for children under six years old, who are more susceptible to its harmful effects. Lead exposure in children can lead to serious health issues, including behavioral problems, reduced IQ, and developmental delays. To mitigate these risks, Orange County has implemented measures such as educational programs, lead hazard assessments, and collaborations with state agencies to ensure the safety and well-being of its residents. However, the need for enhanced screening, public awareness, and preventive interventions remains critical to effectively address and reduce lead exposure among children in the county.

How are the actions listed above integrated into housing policies and procedures?

In Orange County, lead-based paint (LBP) risk assessments are conducted on a case-by-case basis for housing units, with particular attention given to homes that were built before 1978. Under federal regulations, any home purchased or rehabilitated with federal funding assistance must undergo a thorough Environmental Review, which includes a comprehensive LBP assessment. If the assessment reveals the presence of lead-based paint hazards, lead abatement measures are prescribed to ensure the safety of residents.

As part of this process, tenants living in assisted housing units are also informed about the potential hazards of lead-based paint and the importance of maintaining a safe living environment. This ensures that residents are aware of the risks and can take appropriate precautions to protect their health and well-being.

In addition to these assessments, Orange County offers a variety of housing repair programs aimed at improving the safety and livability of homes, particularly for low-income families. These repair programs may address issues such as structural repairs, plumbing, electrical systems, and environmental hazards like lead-based paint. The goal of these programs is not only to improve the quality of housing but also to reduce the risks posed by environmental hazards and enhance the overall safety of the community.

The Orange County Health Department plays a crucial role in supporting these efforts by providing expert consultation to County housing staff. Through this partnership, the Health Department helps ensure that housing repairs and rehabilitation efforts align with public health standards, particularly in homes where lead-based paint may be a concern. This collaborative approach helps to protect vulnerable populations, such as children and pregnant women, from the harmful effects of lead exposure.

By combining comprehensive LBP risk assessments, lead abatement measures, and housing repair programs, Orange County is committed to creating safer and healthier living environments for all residents, particularly those in homes built prior to 1978, where the risk of lead-based paint remains a concern.

SP-70 Anti-Poverty Strategy - 91.415, 91.215(j)

Jurisdiction Goals, Programs and Policies for reducing the number of Poverty-Level Families

In addition to housing challenges, individuals and families living in poverty often face a range of other critical social service needs. Many struggle with limited access to the resources and skills required to secure and maintain living-wage employment. Others, particularly single mothers, face the challenge of finding affordable childcare while they seek or maintain employment. Some individuals need access to physical or behavioral health services, while others, particularly children, could greatly benefit from educational programs, recreational opportunities, and initiatives that support the development of their self-esteem and social skills.

The Orange County Family Success Alliance (FSA) continues its commitment to addressing poverty through a holistic, community-centered approach. Drawing inspiration from successful national

models like the Harlem Children's Zone and the Promise Neighborhoods Institute, FSA recognizes that poverty is a multifaceted issue requiring collaborative solutions. The initiative emphasizes that transforming the impact of poverty on children and communities necessitates a collective, comprehensive effort. FSA's mission focuses on building a system that actively involves families, communities, and institutions in supporting children's healthy development, with particular attention to education and health.

Staffed by the Orange County Health Department, FSA operates with the support of workgroups composed of staff from participating advisory council organizations. Initial funding for the initiative was provided by the Orange County Board of County Commissioners through the Social Justice Fund, aiming to catalyze efforts to reduce poverty by addressing immediate needs and creating sustainable, long-term solutions for families.

The FSA's 2019-2022 Strategic Plan outlined three key goals:

- 1. Ensuring children are healthy and prepared for school
- 2. Supporting the health and academic success of children and youth
- 3. Fostering environments where families, neighborhoods, and institutions collaborate to promote children's healthy development

These goals were pursued through four strategic areas:

- Family Empowerment: Evolving the "navigator" model into a comprehensive family empowerment approach that brings families together to learn, share strengths, and collectively navigate systems, ultimately driving systemic change.
- Partnership: Collaborating with cross-sector agencies while centering the voices and priorities of parents to shift power dynamics, enabling parents to co-create community programs addressing their needs.
- Systems Change: Engaging community members affected by poverty in leadership and decision-making roles to dismantle institutionalized racism and systemic barriers perpetuating inequality.
- Community-Driven Solutions: Emphasizing lasting, community-led solutions responsive to local needs and aspirations, ensuring relevance and sustainability.

Through these combined efforts, FSA aims to create a more equitable and supportive environment for families in Orange County, reducing the cycle of poverty and ensuring that every child has the opportunity to thrive.

How are the Jurisdiction poverty reducing goals, programs, and policies coordinated with this affordable housing plan?

The high costs of housing in Orange County remain a significant challenge, particularly for lowincome families. Renter households, in particular, face multiple barriers, including escalating rental prices, a limited supply of affordable housing, and fierce competition for available units, especially from university students. This competition exacerbates the difficulty low-income renters face in securing stable housing. These housing affordability issues were consistently raised during public consultations and feedback sessions, where residents expressed frustration over the lack of affordable rental options and the difficulty of competing with a transient student population for available units.

In addition to affordability, residents identified walkability and access to transportation as significant concerns, especially in areas outside of Chapel Hill and Carrboro. While these two towns offer more walkable environments and better access to public transportation, rural and suburban areas in the county face significant gaps in transportation infrastructure. Survey feedback revealed that many low-income families are constrained in their housing choices due to the lack of reliable public transportation, making it difficult to access jobs, healthcare, and essential services. This lack of connectivity outside of urban areas was highlighted as a critical barrier to housing security during community engagement efforts.

These housing challenges were raised throughout the consultation process, where residents, service providers, and community stakeholders shared their firsthand experiences and concerns. The feedback from surveys and community meetings underscored the urgent need for affordable housing, particularly for renters and low-income families who face barriers to accessing safe, stable, and affordable homes.

In response to these pressing issues, both Orange County and the Town of Chapel Hill have strategically targeted significant resources, including HOME and CDBG funds, toward low-income neighborhoods. These investments are aimed at increasing housing security by improving the quantity and quality of affordable housing. Additionally, the funds are expected to catalyze further public and private investment, creating a broader economic impact that extends beyond housing development to include services that support low-income families.

By addressing these concerns directly in their housing strategies, the county and town hope to alleviate poverty, promote economic stability, and ensure that all residents, regardless of income, have access to affordable and accessible housing options.

SP-80 Monitoring – 91.230

Describe the standards and procedures that the jurisdiction will use to monitor activities carried out in furtherance of the plan and will use to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

To ensure compliance with applicable federal laws and regulations, the Orange County HOME Consortium and the Town of Chapel Hill, as recipients of HOME and Community Development Block Grant (CDBG) funds, implement a robust monitoring strategy. This strategy involves a thorough review of subrecipient activities and the provision of technical assistance to proactively address and prevent potential compliance issues.

The Orange County HOME Consortium employs a risk analysis matrix to monitor all appropriate HOME subrecipients each Program Year. This matrix is developed in accordance with guidance

from CPD Notice 04-01 and CPD 02-11, which outline the factors used to assess the risk level of HOME recipients. Once projects are approved and HOME Awardees have signed Written Agreements, staff will document these projects in a HOME Project Monitoring spreadsheet. This spreadsheet incorporates a scoring system that evaluates the risk of each project based on various criteria, including the type and amount of funding, the capacity and track record of the HOME Awardee, and the size and scope of the project. Subrecipients are then categorized as low, moderate, or high risk based on their scores.

The Consortium uses these risk scores to establish an annual monitoring schedule. As a standard practice, on-site monitoring is conducted annually for all high-risk HOME Awardees to ensure compliance and identify areas for improvement. For moderate and low-risk subrecipients, on-site monitoring is conducted every other Program Year, with desk reviews carried out throughout the year to maintain oversight and provide timely guidance.

During project development, HOME Awardees are required to submit quarterly progress reports using a standardized template provided by the Orange County Housing (OCHD) department, available on its website. These reports detail the progress of the project and any challenges encountered. Upon project completion, a final report must be submitted, summarizing the project's accomplishments, the number of beneficiaries served, and a detailed account of how the awarded funds were utilized.

Additionally, OCHCD conducts an on-site inspection of each completed project to verify that it meets all applicable property standards. This inspection is performed before marking the project as complete in HUD's Integrated Disbursement and Information System (IDIS).

For comprehensive details on monitoring practices and requirements, refer to the Orange County HOME Consortium Policies and Procedures Manual.

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ATTACHMENTS

Public Hearing 1 input:

One comment was received during the first public hearing.

• There is a need to protect and expand Naturally Occurring Affordable Housing which provides valuable affordability to renters across the Orange County.

Community Input and Feedback

Orange County held five community engagement and input sessions across the County at community centers throughout February. Staff engaged over 50 residents through the public input process and guided conversations around HOME eligible uses, County needs, and resident issues. Additionally, the County distributed a resident survey to understand the needs and funding priorities of community members. 133 survey responses were received and 55 people attended inperson community feedback sessions.

Engagement Session Feedback

The community engagement sessions highlighted critical housing challenges in Orange County, particularly for low-income homeowners and renters. Across all meetings, concerns revolved around housing affordability, home repairs, displacement, infrastructure, and access to program funding. Below is a summary of key themes and takeaways, contextualized within the broader housing landscape.

- Housing Preservation
 - Home repair programs are essential to prevent displacement and maintain affordable homeownership.
 - Targeted funding for repairs, particularly for low-income and elderly homeowners, should be prioritized.
 - Simplifying application processes and providing technical assistance can improve program accessibility.
 - Contractors in low-income neighborhoods should be included in bids for repair work.
 - Landlord engagement is needed to ensure rental properties are maintained, as renters lack access to home repair funding.
- Affordability
 - Rising rents and lack of affordability are displacing long-term residents and lowincome renters.
 - The current definition of "affordable" (80% AMI) may be too high—suggestions to redefine affordability for households at 60% or even 30% AMI.
 - Stronger tenant protections and incentives for affordability restrictions could mitigate displacement.
 - Down payment assistance programs should be expanded to help renters transition to homeownership.

- Infrastructure improvements should be prioritized for low-income areas, ensuring equitable access to essential utilities.
- Community
 - Ongoing community engagement is essential to build trust and ensure programs reflect community needs.
 - Smaller organizations that provide impactful community-driven housing solutions should not be overlooked.
 - Public meetings should be more accessible, including evening and weekend scheduling, virtual options, and multilingual support.
 - Transparent reporting on housing initiatives and funding utilization can improve accountability.
 - Funding allocation should balance large-scale development with community-driven initiatives.

Survey Responses

- Funding Priorities (Top 4)
 - o Increase supply of affordable housing
 - Preserve existing affordable housing
 - Provide rental assistance to LMI households
 - Provide services for homeless residents
- Unmet Needs (Top 3)
 - Lack of affordable housing for LMI households
 - Lack of services for homeless residents
 - Lack of affordable housing for seniors
- Most Needed Supportive Services (Top 3)
 - o Mental health
 - Services for people with disabilities
 - o Childcare

Housing Needs & Affordability Challenges

• Housing Cost Burden:

- **55% of renters** and **18% of homeowners** in Orange County are cost-burdened (spending more than 30% of income on housing).
- Extremely low-income households (≤30% AMI) are most affected, with 66% paying over 50% of their income on housing.
- Rising housing costs have **outpaced wage growth**, exacerbating affordability issues.
- Homeownership Challenges:
 - Median home value increased 40.4% (from \$281,700 to \$395,600) from 2016 to 2022.
- Rental Market Pressures:
 - Median rent increased **35.7% (from \$970 to \$1,316)** over the same period.
 - o 30% AMI in Orange County is \$31,770
 - o 50% AMI in Orange County is \$52,950

- o 2-bedroom Fair Market Rent costs \$1,631
- The annual income needed to afford a 2-bedroom is \$65,240
- Housing Supply Issues:
 - Demand for affordable rental units outpaces supply.
 - A shortage of **1- and 2-bedroom units** persists for renters and Housing Choice Voucher holders.
 - Many existing affordable units require rehabilitation and accessibility modifications. With 67% of renters and 44.4% of owners under 50% AMI report at least one housing problem.
 - **Seniors & People with Disabilities** face **higher financial strain** due to fixed incomes and increased housing maintenance costs.
- Public Housing & Vouchers:
 - **296 public housing units** in Chapel Hill and Carrboro, targeted at households earning **≤50% AMI**.
 - **687 Housing Choice Vouchers** (Section 8), with demand significantly outpacing availability.
- Homelessness
 - **126 individuals experiencing homelessness** were counted in 2023, with **71% sheltered and 29% unsheltered**.
 - Homeless individuals & families are disproportionately African American (56%), despite making up only 12% of the county population.
- Housing Stock Composition:
 - **Aging Housing Stock**: A significant portion of homes were built **before 1970**, requiring maintenance and rehabilitation.
 - **Post-2000 Growth**: Continued residential development has added newer housing options but at market-rate prices.
 - Vacancy Rate: Estimated at 6% (3,804 units), with most vacancies concentrated in the rental market.

Public Hearing 2 input:

Multiple public comments were received during the second public hearing on May 20, 2025, all in support of the proposed plan that emphasizes repair and rehabilitation. The minutes with detailed comments will be appended as "Attachment 3" once they are publicly available.

ATTACHMENT 2

Orange County Con Plan 2025-2029 Data Sources

Local Data

- Orange County Housing Authority Data
- Orange County Partnership to End Homelessness Data
- Town of Chapel Hill Office for Housing and Community Data

Non-Local Data

- American Community Survey (ACS) 2019–2023, 5-Year Estimates, U.S. Census Bureau
- American Community Surveys 2021, 2022 and 2023 (1 Year) where applicable
- U.S. Department of Housing and Urban Development. Comprehensive Housing Affordability Strategy (CHAS) Data: 2017–2021.
 - Released September 12, 2024
- U.S. Census Bureau. (2023) LEHD Origin-Destination Employment Statistics (LODES).
- U.S. Department of Housing and Urban Development, Fair Market Rents
- Bureau of Labor Statistics (BLS), Industry trends

Orange County, North Carolina HOME Consortium

FY 2025 – 2026 Annual Action Plan

Orange County, Town of Carrboro, Town of Chapel Hill, and Town of Hillsborough











Annual Action Plan FY 2025-2026 1

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Introduction

The Orange County, North Carolina HOME Consortium is a Participating Jurisdiction in the U.S. Department of Housing & Urban Development's (HUD) HOME Investment Partnerships Program (HOME). Under the HOME Program, local governments join to form a consortium to receive HOME funding for affordable housing. The Orange County HOME Consortium is made up of four (4) members: Orange County, the Town of Carrboro, the Town of Chapel Hill, and the Town of Hillsborough, with Orange County serving as the lead entity. The Town of Chapel Hill also receives Federal Community Development Block Grant (CDBG) funds each year.

Orange County is required to submit an annual plan for the use of HOME funds to HUD called the Annual Action Plan. The Annual Action Plan is a guide to how the County will allocate its resources for specific activities that support the Goals and Objectives of the Orange County HOME Consortium's Five-Year Consolidated Plan. This is the HOME Consortium's first Annual Action Plan of the 2025-2029 Five Year Consolidated Plan. The Consolidated Plan describes the housing and non-housing needs of County residents and presents a five-year strategy to address those needs.

This Annual Action Plan outlines how Orange County will use HOME funds to address the goals and priorities in the Consolidated Plan and which activities the County will undertake using HOME funds during the upcoming program year. The Orange County HOME Program Year aligns with the County Fiscal Year, beginning July 1 and ends June 30 of each year. This Annual Action Plan addresses funds for Fiscal Year (FY) 2025-2026, which begins July 1, 2025 and ends June 30, 2026.

The FY 2025-2026 Annual Action Plan outlines the actions to be undertaken with the Orange County HOME Consortium's HOME funds. This plan excludes the Town of Chapel Hill's CDBG program. The Town has completed a separate Annual Action Plan for its CDBG allocation, which Orange County has submitted on the Town's behalf.

Orange County HOME Consortium has been notified that it will receive \$375,939.67 in funds for FY25-26, as well as \$13,306 in HOME program income. Orange County will use 10% of awarded funds for administration -\$37,593.97. In total, Orange County projects to have \$351,651.70 available to award for FY 2025-2026.

FY 2025-2026 Budget:

Orange County proposes to undertake the following activities with FY 2025-2026 HOME funds:

	Total:	\$389,245.67
•	HOME-25-04 - Administration:	\$37,593.97
•	HOME 25-03 – CHDO Set Aside:	\$56,395.70
•	HOME-25-02 - Tenant-Based Rental Assistance:	\$147,628.00
•	HOME-25-01 – Repair and Rehabilitation	\$147,628.00

Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

The goals of Orange County's HOME Program are to retain and increase the supply of affordable housing units for both owner occupants and renters. Additionally, the program aims to assist low-income individuals and families through rental assistance programming.

The Consolidated Plan is a five-year guide that the Orange County HOME Consortium uses to address its housing and community development initiatives. Based on the Housing Needs Assessment, Market Analysis, and community and stakeholder input received during the Consolidated Planning process, the Strategic Plan portion of the Plan establishes the following priorities:

- Expand Affordable Rental Housing for Individuals Experiencing Homelessness, as well as Very-Low, Low- and Moderate-Income Households (Tenant-Based Rental Assistance, Repair and Rehabilitation)
- Preserve, Rehabilitate, and Expand Existing Affordable Housing Stock to Prevent Displacement (Tenant-Based Rental Assistance, Repair and Rehabilitation, Acquisition or Construction of Affordable Housing)
- Increase Permanent Supportive Housing and Housing for Special Needs Populations (Tenant-Based Rental Assistance, Acquisition/Development)

During FY 2025-2026 HOME Program Year, the County proposes to address the following priority need categories identified in the 2025 Consolidated Plan:

- Expand Affordable Rental Housing for Low-Income Households (Tenant-Based Rental Assistance)
- Preserve and Rehabilitate Existing Affordable Housing Stock to Prevent Displacement (Repair and Rehabilitation)

Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

The HOME Consortium strives to operate its HOME program in a timely manner and in accordance with applicable regulations and match requirements. Orange County regularly works with HUD representatives and technical assistance to improve outcomes for residents and ensure compliance.

The County prepares a Consolidated Annual Performance and Evaluation Report (CAPER) each year. Typically, this report is submitted within ninety (90) days after the start of the new program year. An electronic copy of the CAPER is available for review at the Orange County Housing and Community Development Department website <u>www.orangecountync.gov/Housing</u>. Hard copies are available upon request. The funds shown in the following chart were expended during the time period of July 1, 2023 through June 30, 2024. The only expenditures from Program Year (PY) 2023 funds were for administration; all other funds expended were prior program year funds that had not been drawn down until this time period.

	HOME	Required Match
PY 2023	\$8,822.50	\$0
PY 2020	\$89,058.36	\$22,264.59
PY 2019	\$39,216.00	\$9 <i>,</i> 804.00
Total	\$137,097.40	\$32,068.59

Orange county was able to support a total of 26 families with HOME funds this year. The data collected shows that we supported 12 White households, 13 Black or African American households, and one American Native during this CAPER period. No households identified as Hispanic or refused to provide demographic information. Orange County experienced significant staff turnover during the Program Year. While this turnover slowed progress, it has also laid the foundation for long-term compliance and program success.

Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

All HOME-funded activities benefit low- and moderate-income residents of Orange County. Orange County has an approved Citizen Participation Plan, as required by HUD, which is available on the Orange County Department of Housing and Community Development website (<u>www.orangecountync.gov/Housing</u>) or in hard copy upon request. The County has followed its Citizen Participation Plan in the preparation and development of the FY 2025-2026 Annual Action Plan.

The Orange County HOME Consortium solicited feedback from local agencies and organizations in February, March, and April 2025. The Collaborative met to review the applications on May 5th, 2025 and developed a funding plan to be approved by each of the governing boards of the four (4) member jurisdictions of the Consortium.

The Collaborative's funding plan was the basis for drafting the FY 2025-2026 Annual Action Plan. This section will be revised after the completion of our citizen participation process.

Summary

The FY 2025-2026 Annual Action Plan for the Orange County HOME Consortium outlines which activities the County will undertake using HOME funds during the program year beginning July 1, 2025 and ending June 31, 2026. This is the County's first year of the 2025 Five-Year Consolidated Plan.

During the FY 2025-2029 program year, the Orange County HOME Consortium anticipates the following Federal financial resources:

- FY 2025-2026 HOME Funds: \$375,939.67
- HOME Program Income: \$13,306
- Total: \$389,245.67

During the FY 2025-2026 HOME program year, the Orange County HOME Consortium proposes to address the following priority need categories from the 2025 Consolidated Plan:

- Housing for People Experiencing Homelessness: Provide affordable rental housing for households experiencing homelessness.
 - Priority Level: High
 - **Associated Goals:** Rental Assistance, Housing Rehabilitation/ Preservation, Grant Administration
- **Preserve and Rehabilitate Existing Affordable Housing Stock to Prevent Displacement:** Provide affordable housing for owner-occupied households with moderate and low incomes, especially those with extremely low incomes.
 - Priority Level: High
 - o Associated Goals: Housing Rehabilitation/ Preservation, Grant Administration
- **Expand Existing Affordable Housing Stock to Prevent Displacement:** Acquire existing affordable housing, with an emphasis on Naturally Occurring Affordable Housing (NOAH) to prevent displacement.
 - Priority Level: Medium
 - Associated Goals: Housing Acquisition, Grant Administration

PR-05 Lead & Responsible Agencies

Agency/entity responsible for preparing/administering the Consolidated Plan

The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency	
Lead Agency	Orange County, NC		
HOME Administrator	Orange County, NC	Department of Housing	
Table 1 Despensible Agencies			

Table 1 – Responsible Agencies

Consolidated Plan Public Contact Information

Blake Rosser, Housing Department Director

Orange County, NC Department of Housing

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AP-10 Consultation

Introduction

Consultation with community stakeholders was a critical component in developing the 2025-2029 Consolidated Plan. Consultation helped the Orange County HOME Consortium identify and prioritize community needs, develop strategies, and coordinate subsequent action plans. This process also facilitated information sharing regarding community resources and promoted coordination within the Consortium and its member jurisdictions.

During development of the Consolidated Plan in late 2024 and early 2025, the Consortium consulted with social services agencies, service providers, community-based organizations, housing providers, local government agencies and boards, neighborhoods leaders, and elected officials.

Community Input and Feedback

Orange County held five community engagement and input sessions across the County at community centers throughout February. Staff engaged over 50 residents through the public input process and guided conversations around HOME eligible uses, County needs, and resident issues. Additionally, the County distributed a resident survey to understand the needs and funding priorities of community members. 133 survey responses were received and 55 people attended in-person community feedback sessions.

Engagement Session Feedback

The community engagement sessions highlighted critical housing challenges in Orange County, particularly for low-income homeowners and renters. Across all meetings, concerns revolved around housing affordability, home repairs, displacement, infrastructure, and access to program funding. Below is a summary of key themes and takeaways, contextualized within the broader housing landscape.

- Housing Preservation
 - Home repair programs are essential to prevent displacement and maintain affordable homeownership.
 - Targeted funding for repairs, particularly for low-income and elderly homeowners, should be prioritized.
 - Simplifying application processes and providing technical assistance can improve program accessibility.
 - Contractors in low-income neighborhoods should be included in bids for repair work.
 - Landlord engagement is needed to ensure rental properties are maintained, as renters lack access to home repair funding.
- Affordability
 - Rising rents and lack of affordability are displacing long-term residents and low-income renters.
 - The current definition of "affordable" (80% AMI) may be too high—suggestions to redefine affordability for households at 60% or even 30% AMI.

- Stronger tenant protections and incentives for affordability restrictions could mitigate displacement.
- Down payment assistance programs should be expanded to help renters transition to homeownership.
- Infrastructure improvements should be prioritized for low-income areas, ensuring equitable access to essential utilities.
- Community
 - Ongoing community engagement is essential to build trust and ensure programs reflect community needs.
 - Smaller organizations that provide impactful community-driven housing solutions should not be overlooked.
 - Public meetings should be more accessible, including evening and weekend scheduling, virtual options, and multilingual support.
 - Transparent reporting on housing initiatives and funding utilization can improve accountability.
 - Funding allocation should balance large-scale development with community-driven initiatives.

The Orange County Local Government Affordable Housing Collaborative (the Collaborative), which consists of one (1) elected official from each of the governing boards of Orange County, the Town of Carrboro, Town of Chapel Hill, and Town of Hillsborough, was the key entity consulted on funding recommendations for the FY 2025-2026 HOME Program and thereby the development of the FY 2025-2026 Annual Action Plan.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(I)).

Orange County works with the following agencies to enhance coordination:

- **Orange County Housing Authority:** Housed within the Department of Housing, the Housing Authority operates the Section 8 Housing Choice Voucher Program for Orange County.
- Town of Chapel Hill Office of Housing and Community: The Town of Chapel Hill manages public housing communities in Chapel Hill.
- Orange County Partnership to End Homelessness (OCPEH): Housed within the Department of Housing, OCPEH acts as the Continuum of Care (CoC) lead for Orange County and coordinates among local governments and service providers (including those providing health services) to meet the housing and services needs of housing insecure Orange County residents.
- **Social Services Agencies:** The County provides funds to improve services to low- and moderate-income people.
- Housing Providers: The County provides funds to rehabilitate and develop affordable housing and provide housing options for low- and moderate-income households.

Each year, as part of the HOME and CDBG application planning process, local agencies and organizations are invited to submit proposals for HOME and CDBG funds for eligible activities. These groups participate in the planning process by attending informational meetings, receiving technical assistance from the Consortium, and attending public hearings. The outreach process facilitates communication around affordable housing in Orange County and how public and private agencies and organizations can help address the most urgent needs.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

The Orange County HOME Consortium coordinates extensively with the Orange County Partnership to End Homelessness (OCPEH), which serves as the Continuum of Care (CoC) for Orange County. The four (4) jurisdictions participating in the Orange County HOME Consortium – Orange County and the Towns of Chapel Hill, Hillsborough and Carrboro – fund OCPEH, sharing costs based on population. Elected officials from each jurisdiction serve on the CoC board, and staff from the two jurisdictions that have Public Housing Authorities also have ex officio board seats with full voting privileges. In this way, the jurisdictions direct all efforts to end homelessness, including funding decisions and policy priorities.

OCPEH staff meet weekly with Orange County Housing and Community Development staff. The two entities are also co-located in the Orange County Housing and Community Development department. OCPEH staff meet regularly with all jurisdiction staff and present annually to the four elected boards on the work of OCPEH.

Starting in 2016, OCPEH created a system map and gaps analysis of homeless services in Orange County, and has updated this document annually with the latest update issued in 2023. OCPEH staff also serve with staff from the four jurisdictions on the Orange County Affordable Housing Coalition, a group of affordable housing developers, funders, advocates, and staff seeking to collaboratively increase affordable housing units in Orange County. OCPEH staff contribute information and ideas to the Consolidated Plan and to the Annual Action Plan updates.

OCPEH leads efforts, in conjunction with the HOME Consortium, to end homelessness in Orange County. OCPEH directs the work of the bi-annual Plan to End Homelessness and ongoing coordination among service providers through seven monthly standing meetings. In addition to the CoC board, HOME Consortium members participate regularly in these CoC workgroups, including care coordination using a by-name list.

OCPEH operates coordinated entry for people in housing crisis by directing people to appropriate resources including homelessness diversion, shelter/emergency response referrals, and permanent housing resources. Coordinated entry prioritizes permanent supportive housing for people experiencing chronic homelessness. OCPEH has a standing monthly meeting with veteran service providers to

particularly address ending veteran homelessness, including care coordination using a veterans-only byname list.

As part of the gaps analysis, OCPEH seeks to increase the quality and availability of Rapid Rehousing for all people experiencing homelessness, including families. OCPEH coordinates the annual Point-in-Time count in conjunction with HOME Consortium members and has not found unaccompanied youth in any year. OCPEH works closely with youth services providers and LGBTQ service providers and advocates to ensure no youth are going uncounted. One of the current system gaps is a youth homeless program to serve youth experiencing homelessness. Overall, OCPEH coordinates with HOME Consortium members to continue to fill system gaps and make updates to the homeless gaps analysis.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

HOME Consortium members serve on the OCPEH Leadership Team. The CoC board that determines ESG allocations each year. HOME Consortium members also serve on the CoC Project Review Committee that determines program performance standards, evaluates program outcomes, crafts funding priorities, and creates recommendations for CoC and ESG funding for Leadership Team approval. Project Review Committee members look at program data each quarter to keep eyes on program outcomes and help with funding decision-making during application periods. The Project Review Committee determines funding policies and procedures annually during the CoC and ESG grant competitions. The CoC contracts with the statewide Coalition to End Homelessness to serve as HMIS lead, and administers HMIS in consultation with the Leadership Team, as CoC board, inclusive of HOME Consortium members.

In 2016-2017 the Orange County Partnership to End Homelessness (OCPEH) gathered people with lived experience of homelessness, homeless service providers, community leaders, and state homeless experts to map the homeless service system in Orange County. This process created the Orange County homeless system map and the homeless system gaps analysis. OCPEH staff typically update the gaps analysis each year; the last update was completed in 2023.

Agencies, groups, organizations and others who participated in the process and consultations

Table 2 – Agencies, groups, organizations who participated

		CASA
1	Agency/Group/Organization	CASA
	Agency/Group/Organization Type	Housing
		Services – Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment
	Briefly describe how the	CASA applied for FY 2024-2025 HOME
	Agency/Group/Organization was consulted. What	funds. They shared that they have no need
	are the anticipated outcomes of the consultation or	for FY 2025-2026 HOME funds.
	areas for improved coordination?	
2	Agency/Group/Organization	Habitat for Humanity of Orange County
	Agency/Group/Organization Type	Housing
		Services - Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment
	Briefly describe how the	Habitat for Humanity of Orange County
	Agency/Group/Organization was consulted. What	applied for FY 2024-2025 HOME funds.
	are the anticipated outcomes of the consultation or areas for improved coordination?	
3	Agency/Group/Organization	EmPOWERment, INC.
5		
	Agency/Group/Organization Type	Housing
		Services - Housing Services-Employment
	What section of the Plan was addressed by Consultation?	Housing Need Assessment
	Briefly describe how the	EmPOWERment, Inc. applied for FY 2024-
	Agency/Group/Organization was consulted. What	2025 HOME funds. They shared unique,
	are the anticipated outcomes of the consultation or	mission-aligned need for 2025-2026 HOME
	areas for improved coordination?	funds as part of the solicitation process.
4	Agency/Group/Organization	Orange County Partnership to End
		Homelessness
	Agency/Group/Organization Type	Services-homeless
		Other government - County
		Other government - Local

	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	OCPEH applied for FY 2024-2025 HOME funds. They will receive FY 2025 – 2026 HOME funds as our TBRA partner.
5	Agency/Group/Organization	Orange County Housing Authority
	Agency/Group/Organization Type	Other government - County Other government - Local
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	They shared existing programming and services for vulnerable populations, including those experiencing homelessness.
6	Agency/Group/Organization	Town of Chapel Hill Office of Housing and Community
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Housing Need Assessment
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	They are partners in the 2025-2026 HOME Consortium.
7	Agency/Group/Organization	Town of Carrboro Department of Housing and Community Services
	Agency/Group/Organization Type	Other government - Local

Annual Action Plan FY 2025-2026

	What section of the Plan was addressed by Consultation?	Housing Need Assessment
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	They are partners in the 2025-2026 HOME Consortium.
8	Agency/Group/Organization	Town of Hillsborough Department of Community Services
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Housing Need Assessment
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	They are partners in the 2025-2026 HOME Consortium.

Identify any Agency Types not consulted and provide rationale for not consulting

All Agency Types were consulted in the development of the 2020-2025 Consolidated Plan, which lays out the goals and strategies upon which this Annual Action Plan is based.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Orange County Partnership to End Homelessness	The goals are compatible.

Table 3 – Other local / regional / federal planning efforts

Narrative

The Orange County HOME Consortium is a cooperative venture of Orange County and the Towns of Carrboro, Chapel Hill, and Hillsborough. There is an excellent working relationship between all the jurisdictions. In addition, there is an excellent rapport with the Continuum of Care and its member organizations.

AP-12 Participation

Summary of citizen participation process/Efforts made to broaden citizen participation *Summarize citizen participation process and how it impacted goal-setting*

The FY 2025-2026 Annual Action Plan has many components that include citizen participation. These components included: soliciting plans and feedback from local agencies and organizations; meeting with agencies/organizations to provide technical assistance on how to complete the HOME application; review of applications by elected officials from the County and the Towns (the Local Government Affordable Housing Collaborative), and a public hearing on the proposed funding plan for FY 2025-2026 HOME funds and draft Annual Action Plan. The HOME Consortium held a AAP public hearing on May 20, 2025, and received multiple public comments. Those comments will be appended to the final plan once meeting minutes are made publicly available.

AP-15 Expected Resources

Introduction

The Orange County HOME Consortium expects to receive \$380,320 in 2025 HOME funds, including \$13,306 in HOME Program Income for the FY 2025-2026 program year. The program year is from July 1, 2025 through June 31, 2026.

Antici	pated	Resour	ces

Program	Source	Uses of Funds	Expected Amount Available Year 1		
	of		Annual	Program	Total:
	Funds		Allocation: \$	Income: \$	\$
HOME	public -	Repair and			
	federal	Rehabilitation			
		TBRA			
		Acquisition	\$375,939.67	\$13,306	\$389,245.67

Table 2 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The Orange County HOME Consortium leverages resources, including private, state, and local funds, to fulfill and enhance the impact of federal HOME funds. For Fiscal Year (FY) 2025-2026, the estimated Match contribution is \$84,587. This local Match represents a strategic leveraging of additional funds to augment federal investments in affordable housing projects.

To meet the federal matching requirements, the total amount of local Match contributed must equal 25% of the HOME funds allocated to direct project costs. This calculation is based on 90% of the total HOME Entitlement amount awarded by the U.S. Department of Housing and Urban Development (HUD), considering that 10% is dedicated to administrative expenses. Therefore, the local Match requirement effectively translates to 25% of 90% of the total HOME funds received.

The distribution of the Match amount among the jurisdictions within the Orange County HOME Consortium reflects a coordinated approach to leveraging local resources. Each jurisdiction's contribution is proportionate to its capacity and agreed upon percentage, ensuring a fair and equitable investment towards meeting the match requirements. The breakdown of the Match amount from each jurisdiction—Orange County, Chapel Hill, Carrboro, and Hillsborough—is calculated below to ensure that the collective contributions meet the federal matching requirements:

- Orange County (39%): \$32,989
- Chapel Hill (41%): \$34,681
- Carrboro (15%): \$12,688
- Hillsborough (5%): \$4,229

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• Total: \$84,587

In addition, Orange County leverages other funds from a variety of sources to address the needs identified in the plan, including but not limited to:

- Home Repair and Rehabilitation: Orange County has received funds for home repair and rehabilitation under the North Carolina Housing Finance Agency's 2024 Urgent Repair Program (\$120,000) and 2023 Essential Single-Family Rehabilitation Loan Pool program (\$190,000).
- Affordable Housing Bond Program: At the June 8, 2023 Budget Work Session, the Board of County Commissioners approved \$5 million for affordable housing development be allocated from the Capital Investment Plan (CIP) funding for FY 2023-2024. The CIP also includes \$5 million allocations in FY 2026-27 and FY 2029-30 for a total of \$15 million for affordable housing development over ten years.
- Emergency Housing Assistance: Orange County leverages local funds from the County and Towns, as well as CDBG and CDBG-CV funds from Chapel Hill and CDBG-CV funds awarded by the North Carolina Department of Commerce to the Towns of Hillsborough, Carrboro, and Orange County, to operate the Emergency Housing Assistance (EHA) program. EHA provides financial assistance for eviction and homelessness prevention through emergency rent, mortgage, and utility payments, as well as security deposits, application fees, and other costs to help households experiencing homelessness move into housing.
- **Rapid Rehousing Program:** Orange County uses HOME funds as well as ESG and ESG-CV funds from the North Carolina Department of Health and Human Services to operate a Rapid Rehousing program that provides short- to mid-term rental assistance, depending on the tenant's needs, to people experiencing homelessness, through the local Continuum of Care (CoC).
- Other Local Funds for Affordable Housing: A variety of other local funding sources are used for affordable housing activities, including: Outside Agency/Human Services Funding, Carrboro Affordable Housing Fund, Chapel Hill Affordable Housing Development Reserve, Chapel Hill Affordable Housing Bond.

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

Some of the Consortium's member jurisdictions own surplus land and regularly evaluate their inventory to identify sites suitable for affordable housing activities, including the Town of Chapel Hill's public housing communities. All member jurisdictions actively collaborate with private and public entities to assist them in acquiring property for projects that address the needs identified in this plan. For example, the jurisdictions are involved in the Northside Neighborhood Initiative, a land bank in historically black neighborhoods in Chapel Hill and Carrboro that is funded in part by the University of North Carolina, the Center for Community Self-Help, and the Oak Foundation.

Discussion

Although there are limited resources available to address the needs identified in the Consolidated Plan, the Town and the Consortium member jurisdictions are continuously collaborating to maximize what resources are available and develop new ones.

AP-20 Annual Goals and Objectives

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Repair and Rehabilitation	2025	2027	Affordable Housing	Hillsborough	Housing for Low- and Moderate- Income Households	\$147,628.00	Repair or Rehabilitation of 15 units.
2	Tenant Based Rental Assistance	2025	2026	Affordable Housing Homelessness	Orange County	Housing for People Experiencing Homelessness	\$147,628.00	Rental Assistance for 12 households.
3	Acquisition	2025	2027	Affordable Housing	Carrboro/Orange County	Housing for Low- and Moderate- Income Households	\$56,395.70	Acquisition of 1 unit.

Goals Summary Information

Table 3 – Goals Summary

Goal Descriptions

1	Goal Name Repair and Rehabilitation		
	Goal Description	Repair and Rehabilitation for owner-occupied units, prioritizing units at 50% AMI or below	
2	Goal Name	Name Tenant Based Rental Assistance	
	Goal Description	Tenant Based Rental Assistance for twelve currently homeless households.	
3	Goal Name	Expand Existing Affordable Housing Stock to Prevent Displacement:	
	Goal Description	Acquisition of affordable housing to preserve 1 unit of affordable housing.	

AP-35 Projects

Introduction

The Orange County HOME Consortium proposes to undertake the following activities with FY 2025-2026 HOME funds:

#	Project Name			
1	OCCD – Repair and Rehabilitation			
2	OCPEH - TBRA			
3	Empowerment – CHDO Set Aside, Acquisition			
4	Administration – 2025			

Table 4 – Project Information

AP-38 Project Summary

Project Summary Information

1 Pro	oject Name	OCCD – Repair and Rehabilitation			
Та	rget Area	County-Wide			
Go	als Supported	Repair and Rehabilitation			
Ne	eds Addressed	Preserve and Rehabilitate Existing Affordable Housing Stock to Prevent Displacement			
Fui	nding	Total: \$147,628.00			
De	escription	Funds will be allocated to Orange County Community Development to repair and rehabilitate approximately 15 units. The funds may not be used for homes whose after-rehabilitation value exceeds 95% of the median purchase price. HOME program requirements allow for assistance to homeowners up to 80% of the Area Median Income. Orange County will prioritize homes at or below 50% of the Area Median Income.			
		Currently, up to \$2 million in repair and rehabilitation projects have been identified across Orange County, all in owner-occupied units. Orange County will collaborate with the Orange County Home Preservation Coalition, administered by the University of North Carolina Chapel Hill's Community Practice Lab, to identify the applicants who may be the best fit for this program.			
Та	rget Date	06/2027			
an tha	timate the number d type of families at will benefit from e proposed activities	15 families at or below 80% AMI, including 10 families at or below 50% AMI.			
Loo	cation Description	Scattered sites in Orange County			
Pla	anned Activities	RepairRehabilitation			

2	Project Name	OCPEH – Tenant Based Rental Assistance				
	Target Area	County-wide				
	Goals Supported	Tenant Based Rental Assistance				
	Needs Addressed	Housing for Low-income households, Housing for individuals Experiencing Homelessness				
	Funding	Total: \$147,628.00				
	Description	Funds will be allocated to the Orange County Partnership to End Homelessness for Tenant Based Rental Assistance for fifteen currently homeless households. This project targets people currently experiencing homelessness in Orange County, with priority given to households with zero income and with heads of household who have multiple disabling conditions.				
		Total funding for this activity is \$146,038.00				
	Target Date	06/30/2026				
	Estimate the number and type of families that will benefit from the proposed activities	12 households at or below 30% AMI				
	Location Description	Scattered sites in Orange County				
	Planned Activities	Rental/utility assistance				
3	Project Name	EmPOWERment Inc.				
	Target Area	Carrboro				
	Goals Supported	Expand Existing Affordable Housing Stock to Prevent Displacement:				
	Needs Addressed	Acquisition of affordable housing to preserve 1 unit of affordable housing.				
	Funding	\$56,395.70				
	Description	ALLOCATION IN PROGRESS				
	Target Date	06/2027				
	Estimate the number and type of families that will benefit from the proposed activities	1 family under 30% AMI.				
	Location Description	Carrboro/Orange County				
	Planned Activities	Affordable Housing Acquisition				

4	Project Name	Administration – 2025				
	Target Area	County-wide				
	Goals Supported	Rental Construction Tenant Based Rental Assistance				
	Needs Addressed	Housing for People Experiencing Homelessness Housing for Low- and Moderate-Income Households				
	Funding	Total: \$37,593.97 (10% of 2025 HOME Award)				
	Description	Funds for administration of the HOME Program will be allocated to the Orange County Housing and Community Development Department. Total funds will equal ten percent (10%) of the 2025 HOME award.				
	Target Date	6/30/2024				
	Estimate the number and type of families that will benefit from the proposed activities	Administration will support HOME-funded housing activities.				
	Location Description	N/A				
	Planned Activities	Administration				

AP-50 Geographic Distribution

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

The Orange County HOME Consortium relies on program partners to identify geographic areas of need and direct assistance to those areas. For the FY 2025-2026 program, HOME funds will be directed County-wide (through OCPEH – Tenant Based Rental Assistance and OCCD – Repair and Rehabilitation) and to Carrboro (CHDO Set-Aside, Affordable Housing Acquisition).

Geographic Distribution

Target Area	Percentage of Funds			
Carrboro	15%			
County-wide	85%			

Table 5 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

The Consortium affirms the importance of addressing homelessness and housing needs county-wide. It is crucial to ensure that assistance reaches all corners of the county, including rural and low-income areas, not just affluent portions. The Consortium emphasizes the significance of advancing fair housing by distributing resources equitably and fostering housing opportunities in diverse communities.

AP-55 Affordable Housing

Introduction

Orange County will use its HOME funds for repair and rehabilitation, tenant based rental assistance, and affordable housing acquisition. The one-year goals for affordable housing in Orange County for FY 2025-2026 are as follows:

One Year Goals for the Number of Households to be Supported				
Homeless	12			
Non-Homeless	16			
Special-Needs	0			
Total	28			

Table 6 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through				
Rental Assistance	12			
The Production of New Units	0			
Rehab of Existing Units	15			
Acquisition of Existing Units	1			
Total	28			

Table 7 - One Year Goals for Affordable Housing by Support Type

Discussion

Orange County will fund the following projects with the FY 2025-2026 HOME funds:

- HOME-25-01 OCCD Repair and Rehabilitation: Funds will be allocated to Orange County Community Development for the repair and rehabilitation of 15 owner-occupied homes in Orange County, with a preference for individuals earning less than 50% of the Area Median Income.
- HOME-25-02 OCPEH Tenant Based Rental Assistance: Funds will be allocated to the Orange County Partnership to End Homelessness, supporting households experiencing homelessness and earning less than 30% of the area median income.
- HOME-25-03—EmPOWERment Inc. Acquisition: Funds will be allocated to EmPOWERment Inc., supporting the acquisition of an affordable housing unit serving families earning less than 30% of the area median income.
- HOME-25-03 Administration 2025: Funds for administration of the HOME Program will be allocated to the Orange County Housing and Community Development Department. Total funds will equal ten percent (10%) of the 2025 HOME award, which is estimated to be \$36,701.

AP-60 Public Housing Introduction

Public housing in Orange County is provided by the Town of Chapel Hill's Office of Housing and Community. The Orange County Department of Housing and Community Development, OCHA, provides tenant-based assistance and has been allocated 687 Housing Choice Vouchers (HCV, commonly known as Section 8), of which 640 are being actively administered. The 640 vouchers include 20 HUD-VASH Vouchers and four (4) Homeowner Vouchers. OCHA does not manage any public housing units. OCHA is overseen by a seven (7) member Board.

Actions planned during the next year to address the needs to public housing

The Orange County HOME Consortium is undertaking the following to address the needs of HCV holders:

- In partnership with the Towns and local nonprofits, work to increase the number of landlords willing to participate in the HCV Program. A full-time Housing Access Coordinator was hired in 2020 to foster relationships with landlords in the community and increase participation in HCV and other housing subsidy programs.
- Work to streamline the design and administration of the housing stabilization funds (designed to help low-income renters, including HCV holders, secure and maintain stable housing) offered by the County and each of the Towns
- Ensure units in which households in the HCV Program live are safe and healthy, by conducting Quality Control inspections on a subset of units
- Implement a "Move On" program, in which people with Permanent Supportive Housing Vouchers (PSHVs) whose service needs have lowered considerably and/or who no longer need services are transitioned to HCVs, freeing up PSHVs for individuals with higher service needs

Actions to encourage public housing residents to become more involved in management and participate in homeownership

OCHA does not own any public housing units. However, OCHA has HCV holder involvement on its Board and encourages HCV holders to become homeowners.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

OCHA is designated as a high-performer. It received a score of 90% in its 2024 SEMAP rating.

Discussion

Orange County lacks housing affordable to households with very low incomes. Rental assistance programs like the HCV Program are essential in creating affordability for these households within the private market. OCHA continues to engage landlords in order to create access to more units for HCV holders, and works to maximize federal and local resources for housing access and stabilization.

AP-65 Homeless and Other Special Needs Activities

Introduction

The Orange County Partnership to End Homeless (OCPEH) coordinates the Orange County Continuum of Care (CoC). The organization is jointly funded by four local governments: Orange County and the Towns of Carrboro, Chapel Hill, and Hillsborough.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

OCPEH's HOME Committee (no relation to the HOME Investment Partnerships Program) consists of 20 housing and service providers that interact with people who are experiencing chronic and/or particularly vulnerable homelessness, many of whom have disabilities. Service providers involved include nonprofits, DSS and other county departments, UNC Hospitals, veterans' organizations, law enforcement, private attorneys, and more. The Committee meets monthly to collaborate on finding housing and services (e.g., medical, mental health, substance use, and legal services) for these people. The CoC uses its Coordinated Entry system to assess people's needs, score their level of need, and prioritize them for permanent supportive housing, and conducts a street outreach program to reach people who are living unsheltered. However, OCPEH has identified street outreach as an area in the County's homeless services system in need of more funding.

Addressing the emergency shelter and transitional housing needs of homeless persons

Orange County's only emergency shelter is run by the Inter-Faith Council for Social Service (IFC). IFC also offers a transitional housing program for men. The Freedom House Recovery Center provides residential mental health and substance use services for men, women, children, and families (in addition to outpatient and crisis services), and there are several Oxford Houses in the County that provide transitional housing for people in recovery from substance use disorder. The County does not have a domestic violence shelter.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

OCPEH identified Rapid Rehousing as a gap in need of increased funding and better alignment with best practice (i.e., flexible, individualized mix of services, financial assistance, and housing navigation). In May 2020, OCPEH launched a Rapid Rehousing program (funded with HOME and state ESG) that works through the CoC's HOME Committee to provide short- to mid-term rental assistance to the community's most vulnerable people experiencing homelessness. The CoC also operates a Rapid Rehousing program

for veterans with state ESG money.

Service providers, such as IFC, Community Empowerment Fund (CEF), and Cardinal Innovations (the LME/MCO for Orange County), provide case management services to clients experiencing homelessness and can help connect them to housing. Orange County has also seen success in implementing a homeless diversion program, and currently diverts about 25% of households presenting for a shelter bed using a mix of strengths-based guided conversation plus flexible funding.

However, there is a great need for affordable housing units in the County, particularly subsidized, income-based rental units that can be accessed by people experiencing or at risk of homelessness. This gap presents a continuous challenge for connecting people experiencing homelessness with permanent housing.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

The CoC partners with UNC Hospitals and the Orange County Department of Social Services (DSS) Foster Care division. The CoC has also developed discharge policies with local and regional institutions and assisted in the creation of the Outreach Court, now known as the Community Resource Court (CRC), North Carolina's first specialty court for people experiencing homelessness. In the CRC, people experiencing homelessness are offered mental health evaluations and treatment plans in lieu of going to jail for misdemeanor crimes. CRC is a collaboration between the UNC Center for Excellence in Community Mental Health and the 15B District Court Judge's Office. Defendants are typically referred to CRC by their attorney or by the district attorney's office, although anyone can make a recommendation for a referral. Court requirements include monthly attendance at a therapeutic court session and compliance with recommended mental health or substance use treatment. Upon graduation from the court, the participant is given some type of legal benefit such as dismissal of criminal charges.

The County, in partnership with the Towns, also administers the Emergency Housing Assistance program for people who apply directly, come through Coordinated Entry (called the Orange County "Housing Helpline"), or are referred by service providers and are experiencing housing insecurity. The fund can assist with pay for rent, mortgage, and utility payments, security and utility deposits, and certain other one-time expenses to help households at risk of or currently experiencing homelessness become or remain stably housed.

AP-75 Barriers to Affordable Housing

Introduction

In 2020, the Orange County HOME Consortium worked with the Center for Urban and Regional Studies at the University of North Carolina Chapel Hill to conduct an Analysis of Impediments to Fair Housing Choice (AI). The AI includes an analysis of Orange County laws, regulations, and administrative policies, procedures, and practices that affect the location, availability, and accessibility of housing. The AI also includes an assessment of conditions, both public and private, that affect fair housing choice.

The AI identified the following impediments to fair housing:

- A lack of affordable housing has resulted in severe rent burdens among many renters, especially those with low and moderate incomes. More than half of renters in the county are rent-burdened—spending over 30% of household income toward rent and utilities. This figure exceeds 85% for households earning below \$35,000 and is still over half for households earning \$35,000-\$49,999.
- African Americans and Hispanics face difficulties receiving conventional mortgage loans. The denial rate for first-lien, conventional mortgages for African Americans is consistently over four times that of Whites, and the denial rate for Hispanics is between two and four times that of Whites as well. The most common reasons for denial, as noted in the HMDA data, are credit history for African Americans (33% of all denial reasons) and debt-to-income ratio for Hispanics (49% of all denial reasons).
- Based on the number of fair housing complaints filed, disabled persons face difficulties accessing fair housing. Nearly half of all fair housing complaints filed in the 2010–2018 period were filed due to discrimination based on disability. Given that the county's population with a disability is approximately 12,500, and over a quarter of the elderly are also disabled, disabilities are a significant barrier to fair housing.
- There exists a lack of subsidized rental properties outside the Towns of Chapel Hill and Carrboro. The only public housing in the county is in Chapel Hill, and the vast majority of other subsidized properties are located in either Chapel Hill or Carrboro. Six subsidized developments exist in Hillsborough, one exists in the Orange County portion of Mebane, and only one subsidized property exists in unincorporated Orange County.
- Zoning throughout the county largely restricts the development of denser, more affordable housing. Only a handful of areas in the county are zoned for moderately dense residential development (over four lots or units per acre), and resident opposition can complicate or inhibit the development of denser housing in those areas. Given the high cost of land in service-rich neighborhoods of Chapel Hill and Carrboro, low-density zoning can prevent the construction of affordable housing.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the

return on residential investment

Based on the impediments above, the AI makes the following recommendations. Details on these recommendations are explained more fully in the AI.

- Seek more funds for subsidized housing. Low- and moderate-income households are disproportionately rent-burdened, and recently, rents have increased faster than wages.
- Encourage development of some subsidized housing outside of Chapel Hill and Carrboro.
- Educate landlords, property managers, and other housing providers about fair housing law and reasonable accommodation, especially as they pertain to persons with disabilities.
- Offer educational courses on mortgage lending and building credit scores that are geared toward African American and Hispanic borrowers.
- Encourage cooperation and coordination between the affordable housing advisory boards in the county.
- Explore funding options for a best-practices Rapid Rehousing program to serve homeless individuals and families in Orange County.
- Identify ways to protect residents of mobile home parks who may be under threat of displacement.
- Consider areas to strategically up-zone to promote the development of affordable housing.

AP-85 Other Actions

Introduction

The Orange County HOME Consortium has developed the following actions to address obstacles to meeting underserved needs, foster affordable housing, reduce lead-based hazards, reduce the number of families living in poverty, develop institutional structures, and enhance coordination between public and private housing and social service agencies.

Actions planned to address obstacles to meeting underserved needs

Despite efforts by the County, Towns, and other affordable housing actors and service providers, there remain significant obstacles to meeting the needs of underserved people and communities.

Previously, the Consortium identified about \$114,000 in HOME funds from 2016 that were allocated to the County for single-family rehabilitation but were never spent. The County reallocated those funds for tenant-based rental assistance through the Rapid Rehousing program to better address resident needs.

The County also scaled up and secured significant federal and state funding (about \$4 million in calendar year 2020) for emergency housing assistance, both through the local Emergency Housing Assistance (EHA) program, the statewide HOPE program, and federal American Rescue Plan Act (ARPA) and CDBG-CV funds, to help stabilize households who are experiencing or at risk of experiencing homelessness so they can lower their exposure to COVID-19 by having a safe, non-congregate place to stay. Since 2020, the County has disbursed over \$18,000,000 in funds toward the EHA program. After the expiration of all state and federal pandemic funds, the County now funds EHA locally at approximately \$500,000 annually, which is enough to assist about 150 households at risk of eviction.

Actions planned to foster and maintain affordable housing

Using FY 2021-2022 HOME funds, the Consortium will help local nonprofit agencies undertake the following projects to foster affordable housing:

- **CASA Rental Construction:** Funds will be allocated to CASA for the pre-development and construction costs of 22 units for households at or below 80% of the Area Median Income.
- Pee Wee Homes Rental Construction: Funds will be allocated to Pee Wee Homes to finance construction of three (3) rental units at 106 Hill Street in Carrboro. Units will be leased to households experiencing homelessness and earning less than 30% AMI
- Administration 2025: Administration, planning, and policy setting for HOME funds.

Actions planned to reduce lead-based paint hazards

The Consortium ensures that County rehabilitation staff and the contractors they work with are knowledgeable and up-to-date on lead-based paint (LBP) requirements of all federal housing programs, distributes information on LBP hazards to all households that participate in County housing programs, conducts LBP inspections and assessments as necessary, and implements environmental control or abatement measures for LBP hazards as applicable in all federally-funded projects. This strategy allows

Annual Action Plan FY 2025-2026 Orange County to: remain in full compliance with all applicable LBP regulations; control or reduce, to the extent feasible, all LBP hazards in housing rehabilitated with federal funds; and reduce the number of incidences of elevated blood lead levels in children.

Actions planned to reduce the number of poverty-level families

The Orange County Family Success Alliance (FSA), modeled after proven national programs such as the Harlem Children's Zone and the Promise Neighborhoods Institute, is founded on the understanding that no one organization or individual can single-handedly change the way poverty harms our children and our communities. FSA is dedicated to building a comprehensive system of engagement on education and health, with built-in family and community support. It is staffed by the Orange County Health Department and supported by work groups made up of staff members of participating advisory council organizations. Initial funding for FSA was awarded by the Orange County Board of County Commissioners through the Social Justice Fund.

FSA's 2019-2022 Strategic Plan outlines three goals: (1) children are healthy and prepared for school, (2) children and youth are healthy and succeed in school, and (3) families, neighborhoods, and institutions support the healthy development of children. These goals are approached through four strategic areas.

The first is family empowerment. Over the 2019-2022 period, FSA is evolving its current "navigator" model, in which peer leaders build trusting relationships with families living in poverty, into a more comprehensive family empowerment model that will bring families together to learn, build on strengths and knowledge, and together work to better navigate systems and to uncover their personal and collective power to affect systems change.

The second strategic area is partnership. FSA collaborates with cross-sector agencies to center parent expertise and priorities and aims to shift more power into the hands of parents to co-create programs and initiatives in the community.

The third area is systems change, by involving community members whose lives are most directly and deeply affected by poverty in leadership and decision making to dismantle institutionalized racism and other oppressive systems. The final strategy area is foundational work. This means building internal infrastructure in FSA to support strategic goals.

Actions planned to develop institutional structure

OCPEH has thoroughly analyzed the institutional structure and service delivery system for homelessness in Orange County, identified ten gaps in the system, and calculated the costs of filling those gaps. OCPEH has either identified existing programs and partners or developed the infrastructure to fill most of these gaps. Of the estimated \$1.7 million yet to be secured, OCPEH has approached Orange County and the Towns of Carrboro, Chapel Hill, and Hillsborough to ask each jurisdiction to contribute a portion of the funds. In addition to filling the homeless system gaps, OCPEH also aims to improve existing projects and processes and improve the quality of homeless service delivery.

AP-90 Program Specific Requirements

Introduction

The Orange County HOME Consortium receives an annual allocation of HOME funds. The questions below related to the HOME program are applicable to the Consortium. Questions related to the CDBG program are applicable only to the Town of Chapel Hill and are addressed separately in Chapel Hill's Annual Action Plan.

HOME Investment Partnership Program (HOME) Reference 24 CFR 91.220(I)(2)

1. A description of other forms of investment being used beyond those identified in Section 92.205 is as follows:

The Orange County HOME Consortium use general revenue funds as its local match for HOME funds. Orange County also provides funds for additional administrative costs to operate the program above the 10% allowable cost that may be pulled from the HOME award.

2. A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:

HOME funds used for homeownership assistance require an Affordability Period based on the amount of HOME assistance. The Orange County HOME Consortium will use resale provisions to enforce the HOME Affordability Period for all homeownership projects, including those in which direct assistance is provided to the buyer and homeownership unit development. Under the resale provisions, if homebuyers assisted with HOME funds choose to sell their HOME-assisted property within the HOME Affordability Period, they must sell to qualified low-income buyers and the resale price will be determined according to a formula that ensures affordability to the new buyer and a fair return on investment to the original HOME-assisted buyer.

The HOME Affordability Period for homeownership assistance is based on the level of assistance provided to fund a unit or as direct assistance to a buyer (see the chart below). Direct assistance to the homebuyer is defined as HOME funding that reduces the purchase price below fair market value and includes any down payment or subordinate financing provided on behalf of the purchase. Direct assistance does not include HOME funds provided to a developer to cover the unit production costs that do not reduce the purchase price below fair market value.

HOME Funds Provided to a unit or as direct assistance to buyer	HOME Affordability Period		
<\$15,000	5 years		
\$15,000 – \$40,000	10 years		
>\$40,000	15 years		

Resale provisions are enforced with a Deed of Restrictive Covenants signed by the homebuyer at closing. The Deed of Restrictive Covenants will specify:

A. The length of the HOME Affordability Period (per the chart above);

- B. The home must remain the owner's principal residence throughout the HOME Affordability Period; and
- C. The conditions and obligations of the owner should the owner wish to sell before the end of the HOME Affordability Period, including;
 - The owner must contact the Orange County HOME Consortium or its designated representative in writing if intending to sell the home prior to the end of the HOME Affordability Period;
 - The subsequent purchaser must be low-income as defined by HOME regulations, and occupy the home as their primary residence for the remaining years of the HOME Affordability Period (however, if the new purchaser receives HOME direct assistance, the HOME Affordability Period will be re-set according to the amount of assistance provided); and
 - 3. The sales price must be affordable to the subsequent purchaser; affordable is defined as limiting the Principal, Interest, Taxes and Insurance (PITI) amount to no more than 30% of the new purchaser's monthly income.

(continued below)

3. A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds? See 24 CFR 92.254(a)(4) are as follows:

(continued from above)

Fair Return on Investment

The Consortium must ensure the owner receives a fair return on their investment and that the home will continue to be affordable to a specific range of incomes. To calculate the fair return on investment to the homeowner, the Consortium will:

A. Determine the amount of market appreciation, if any, realized over the ownership term by calculating the difference between the initial appraised value at purchase and the current appraised value at resale. This figure represents the basis for calculating the fair return on investment. In declining markets, it is possible that the homeowner may not realize a return.

B. Multiply the basis by the Federal Housing Finance Agency's Housing Price Index (HPI) to determine the fair return to the homeowner: https://www.fhfa.gov/DataTools/Tools/Pages/HPICalculator.aspx

To calculate the resale price to the next homebuyer, the Consortium will add the fair return on investment to the homeowner to the original affordable price of the home at purchase by the original buyer.

Example #1:

- Appraised (Fair Market) Value at Purchase: \$210,000
- Affordable Price at Purchase: \$190,000 · Appraised Value at Resale: \$240,300
- Increase in Market Appreciation: \$240,300 \$210,000 = \$30,300
- Average Appreciation in the Raleigh-Durham MSA (per the HPI Calculator): 29.4%

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- Fair Return on Investment: \$30,300 x 0.294 = \$8,908
- Resale Price: \$190,000 + \$8,908 = \$198,908

Affordability to a Range of Buyers

The Consortium will ensure continued affordability to a range of buyers, particularly those whose total household incomes range from 60 to 80% of area median income (AMI) as calculated by HUD for the HOME Program. Sales price will be set such that the amount of principal, interest, taxes, and insurance does not exceed 30% of the new buyer's annual income.

In the event the resale price required to provide a fair return exceeds the affordability to a range of LMI buyers, additional HOME funding will be provided to the subsequent buyer based on the level of funds required to make the unit affordable.

Principal Residency Requirements

Households receiving HOME-funded homeownership assistance will be required to occupy the home as their principal residence throughout the HOME Affordability Period.

In the event the original HOME-assisted homebuyer no longer occupies the unit as their principal residence (i.e., the unit is rented or vacant), the homeowner will be in violation of the terms of the HOME assistance. In cases of noncompliance, the Consortium will enforce the terms of the HOME written agreement to require repayment of any outstanding HOME funds invested in the housing. The amount subject to repayment is the total amount of HOME funds invested in the housing (i.e., any HOME development subsidy to the developer plus any HOME direct assistance provided to the homebuyer) minus any HOME funds already repaid (i.e., payment of principal on a HOME loan).

Noncompliance with principal residency requirements by a homebuyer is not considered a transfer and is not subject to resale provisions.

The Consortium will enforce these requirements through a HOME written agreement executed with the organization receiving the HOME award for homeownership activity to protect its investment and minimize its risk in HOME-assisted homebuyer projects in the event the homebuyer is in noncompliance.

4. Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:

The Orange County HOME Consortium does not intend to refinance any existing debt for multifamily housing that will be rehabilitated with HOME funds.

Discussion

The Market Analysis found that Orange County has high housing costs and insufficient units for lowincome households, particularly extremely low-income households earning below 30% AMI – only 5% of rental units in the County are affordable to households at this income level. As such, the Consortium has identified the need for tenant-based rental assistance and has used HOME funds and local Match funds to fill this gap.



Town of Carrboro

Agenda Item Abstract

File Number: 25-073

Agenda Date: 6/17/2025 In Control: Town Council Version: 1 File Type: Consent Agenda

Approval of Recommended Human Services Funding for FY 2025-2026

PURPOSE: To approve human services funding recommendations for FY 2025-2026.

DEPARTMENT: Housing and Community Services

COUNCIL DIRECTION:

<u>X</u> Race/Equity Climate Comprehensive Plan Other

The Town of Carrboro envisions being a community where race does not determine outcomes, and all have equitable opportunities and resources.

INFORMATION: The Town Manager's Recommended Budget for FY 2025-2026 includes an appropriation of \$474,869 to be distributed to local human services agencies providing services to the residents of Carrboro.

The FY 2025-2026 Outside Agency/Human Services application cycle received 43 applications from nonprofit agencies, requesting a total of \$694,670. Staff and the Town's Housing and Human Services Advisory Commission reviewed the applications, and a total of 4 public hearings in March and April were held. During the hearings, staff heard presentations from applicants and asked questions related to performance, financial and organizational information, current services, and impact of potential federal funding reduction.

Agencies funded in the prior year were also required to submit semiannual reports in January which staff reviewed and apprised the Commission of any performance-related issues or significant changes which could help inform their recommendations.

On May 21, 2024, the Housing and Human Services Advisory Commission recommended to fund 39 agencies for a total \$457,536 for FY 2025-2026. The recommendation leaves a funding balance of \$17,333. The Commission's recommendation can be found as Attachment C, and recommended allocations are provided in Attachment D.

On April 7, 2025, the Town received a request from Orange Water and Sewer Authority (OWASA) to provide funds for a new initiative, the Water Bill Relief Program, designed to subsidize significant rate increases for very low-income Carrboro households. The program is not expected to launch until January and is still in development, including considering effective measures to ensure that this resource is offered equitably. For these reasons, staff recommends declining to fund this proposal, noting the availability of Human Services funding balance and that OWASA could submit a revised proposal toward the end of 2025 for consideration.

Additionally, the Town received requests from: (1) Inter Faith Council (IFC) \$125,000 and \$75,000 for emergency shelter services and for a dedicated member engagement position respectively; (2) Orange County Partnership to End Homelessness (OCPEH) expansion programs budget. These requests were submitted outside

the Human Services application process and will continue to be funded through the Town's Affordable Housing Special Revenue Fund (AHSRF).

OCPEH advised that they did not want to implement their expansion request unless all partner jurisdictions included it in their respective budgets; therefore, they approved a contingency request. Staff recommends full funding of the contingency request, \$123,486. Support by all jurisdictions to include the full expansion request is not anticipated.

Requests	FY 2026 Requested	FY 2026 Recommended
IFC - Operating - Shelter	\$125,000	\$112,500
IFC - Member Engagement	\$75,000	\$0
OCPEH Expansion request	\$148,234	\$123,486
TOTAL	\$348,234	\$235,986

Conflict of Interest Statute for Public Officials in G.S. § 14-234.3

On April 29, 2022, Town Attorneys presented a memorandum to Mayor Seils and the Town Council regarding the conflict-of-interest statute in G.S. § 14-234.3 for public officials holding leadership positions with nonprofit entities. This statute, which took effect on January 1, 2022, prohibits public officials who also serve as directors, officers, or governing board members for nonprofits from participating "in making or administering a contract, including the award of money in the form of a grant, loan, or other appropriation" with those nonprofits that the public official is associated with.

As required per this statute, Council Members who hold leadership positions with any of the Human Services nonprofit applicants will recuse themselves from deliberation and voting on Human Services funding FY 2025-2026.

FISCAL IMPACT: The FY 2025-2026 Town Manager's Recommended Budget includes an appropriation of \$474,869 for Human Services funding and \$770,000 for the AHSRF. The recommended requests total \$457,536 in Human Services funds and \$235,986 from the AHSRF for IFC and OCPEH. There is no additional budgetary impact associated with this item.

RECOMMENDATION: Staff recommends the Council approve funding recommendations with the resolution provided as Attachment A.

A RESOLUTION APPROVING THE HUMAN SERVICES FUNDING RECOMMENDATIONS FOR FISCAL YEAR 2025-2026

June 17, 2025

WHEREAS, the Town of Carrboro established as a policy to support human services agencies that provide invaluable services to Carrboro citizens; and

WHEREAS, forty-three (43) agencies applied for funding through the established Human Services funding application process; and

WHEREAS, the Housing and Human Services Advisory Commission has reviewed all the applications that applied for funding in the 2025-2026 funding cycle; and

WHEREAS, the Town of Carrboro's human services funding allocation for fiscal year 2025-2026 is \$474,869; and

WHEREAS, on May 21, 2025, the Housing and Human Services Advisory Commission recommended funding thirty-nine (39) agencies for a total of \$457,536; and

WHEREAS, Orange County Water Sewer Authority (OWASA) has requested \$34,526 for support of the Water Bill Relief Program; and

WHEREAS, Orange County Partnership to End Homelessness (OCPEH) has requested \$148,264 for the Town's share of support under the memorandum of understanding; and

WHEREAS, Inter-Faith Council for Social Service (IFC) has requested \$125,000 in support of shelter services and \$75,000 in support of member engagement.

NOW THEREFORE, THE CARRBORO MAYOR AND TOWN COUNCIL RESOLVE THAT:

Section 1. The Carrboro Town Council approves and allocates the funding recommendations of the Housing and Human Services Advisory Commission as indicated in Attachment D of this agenda item for fiscal year 2025-2026 in the amount of \$457,536.

Section 2. The Carrboro Town Council approves and allocates funding to the OCPEH for fiscal year 2025-2026 in the amount of \$123,486.

Section 3. The Carrboro Town Council approves and allocates funding to IFC to for fiscal year 2025-2026 in the amount of \$112,500 for emergency shelter services.

Section 4. This resolution is effective immediately and a copy of this resolution shall be forwarded to the Town's Finance Officer.



Race and Equity Pocket Questions

Title and purpose of this initiative: Council Approval of FY25-26 Human Services Funding

Department: Housing and Community Services

What are the racial and equity impacts?

As a result of hundreds of years of far-reaching and government-backed racism, BIPOC community members face immense challenges in achieving the socio-economic prosperity of white community members. From slavery to Jim Crow and Black Codes to segregation to the over-policing of Black neighborhoods – BIPOC Americans have been set back tremendously in their pursual of socio-economic freedom in this country. Through the compounding of multiple forms of discrimination without proper reparations, BIPOC Americans live in a reality of less educational opportunity, less job opportunity and mobility, subsequently lower incomes, and less ability to build wealth through mechanisms like land and homeownership, than their white counterparts. This creates a vicious cycle for BIPOC households. One where adults and children are more likely to experience poverty and housing insecurity, negatively affecting children's ability to excel academically, often resulting in lower-paying jobs as adults as well as reduced financial and social capability, and thus, a renewed cycle. On top of these obstacles stemming from policy and practices, BIPOC also face the barriers of navigating systems that often house racist practices or individuals. There is clear data to support these disparities in outcomes in every social institution we operate within.

Education/Educational attainment are closely linked to morbidity and life expectancy. Research has shown that across the nation, lower levels of education are associated with a greater risk of cardiovascular disease (CVD) than those with higher levels of education. Moreover, racial disparities in education contribute to differences in heart disease mortality by race. Education plays an important role in health by how it influences other socioeconomic factors, such as income and employment. Exclusionary policies and other school policies, such as expulsions and suspensions, are unfairly enacted by educators and have a disproportionate impact on African American children's success in academics. In Carrboro, 47.2% of the population are enrolled in Kindergarten to 12th Grade whereas across North Carolina, 68.1% of the population are enrolled in K-12.¹

BIPOC residents earn less on average than their white counterparts. Due to the far-reaching impacts of systemic racism and both historical and current policy, Black, Latino, and Native American workers are more likely than white workers to be in lower-paying fields like service and production, while white workers have greater accessibility to, and more regularly hold,

¹Carrboro town, North Carolina - Census Bureau Profile



management and leadership roles.² In 2024, Black workers made \$0.76 for every dollar made by white workers. For Latino workers it was \$0.73, and for Native American workers, \$0.77.³ White households own 85% of total household wealth in the US but made up only 66% of households.⁴

Subsequently, BIPOC residents have less income and capital to pay for housing costs and face lower rates of rental success and homeownership and, conversely, higher rates of housing insecurity and homelessness. In Orange County, the current Fair Market Rent (FMR) for a 2-bedroom apartment is \$1,875, ranking in the top 3 for most expensive FMRs in the state. This requires an hourly wage of \$36 to afford.⁵ Due to the high costs of housing in our area, 55% of renters are cost burdened (paying more than 30% of their gross monthly income on housing expenses), with 18% of homeowners having difficulty affording their homes. Overall, 31% of Orange County households are cost-burdened when it comes to housing.⁶ As research from the Consolidated Plan indicates, housing burden increases as income decreases. When looking at racial economic and housing disparities across the US and in our area specifically, it is clear the burden of high housing costs falls disproportionately on communities of color. In addition to the staggering overrepresentation of Black residents in the homeless population, data from the report suggests that Orange County's Latinx population is specifically and severely housing cost-burdened.²

These socio-economic experiences can also have a direct effect on mental and physical health. Consistent with existing studies, socioeconomic status had a significant impact on physical health. This impact is mainly reflected in three aspects of an individuals' life: income, occupation, and education. Previous research has found that people with higher professional status enjoy more work autonomy, engage in less manual labor, have fewer occasions of being exposed to health risks. Similarly, higher incomes are usually associated with better nutritional status, housing conditions, medical services, etc. In addition, people with higher levels of education tend to have better health awareness and health-related knowledge. Some research has shown that a low socioeconomic status is associated with psychological distress, such as depression and anxiety. However, the relationship between socioeconomic status and mental health can be different across different mental illnesses. ⁸

When looking at the reality that BIPOC community members face, there is a clear need for supportive human services that address and assist in working around obstacles and advocating for necessary policy and social change to reduce, and eventually close, the socio-economic disparities experienced by BIPOC. Additionally, assessing those that most often access human services, most clients have some identity that is marginalized whether they are BIPOC or not –

² Bureau of Labor Statistics, 2020a; Allard & Brundage, Jr., 2019

³ Earnings Disparities by Race and Ethnicity | U.S. Department of Labor (dol.gov)

⁴ U.S. Wealth Gaps Remain Despite Widespread Gains | St. Louis Fed (stlouisfed.org)

⁵ Table 3. Median usual weekly earnings of full-time wage and salary workers by age, race, Hispanic or Latino

ethnicity, and sex, first quarter 2025 averages, not seasonally adjusted - 2025 Q01 Results ⁶ NCH-CountyProfile-Orange.pdf

⁷ Earnings Disparities by Race and Ethnicity | U.S. Department of Labor (dol.gov)

⁸ Effects of Socioeconomic Status on Physical and Psychological Health: Lifestyle as a Mediator - PMC (nih.gov)



that could be gender identity, sexual orientation, housing status, etc. By supporting these human service organizations and their programs, we inevitably support more equitable outcomes in our community since those organizations are working to reduce barriers and increase livelihood for largely marginalized communities.

Who is or will experience community burden?

IF APPROVED -

- Community members who are seeking services may need to learn about and navigate a complex human services network.

IF NOT APPROVED -

- Community members in need of supportive human services that address health, education, and livelihood will potentially have to seek vital services in another county or not receive services at all.

Who is or will experience community benefit?

IF APPROVED -

- Community members in of need supportive human services that address health, education, and livelihood.
- Awarded nonprofits will have greater capacity to serve community members and carry out their missions. A vibrant nonprofit community can meet the needs of the surrounding community subsequently benefits Carrboro as a whole.

IF NOT APPROVED -

- Potentially, reallocation of the denied Human Services funding could benefit another community initiative. However, many community members rely on the resources and services nonprofits provide; therefore, it is difficult to see a benefit if funding is denied.

What are the root causes of inequity?

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.

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

Community members in need of resources who may have little to no experience with the human services system will have to learn about and navigate a complex network of human services providers to locate and secure the resources that they need. This could be a source of stress and overwhelm for them, causing them to halt the seeking of services, or affecting other areas of their lives. However, it is more likely that the benefits of receiving necessary services will outweigh this cost.

How is your department planning to mitigate any burdens, inequities, and unintended consequences?

Generally-

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.

Difficulty for community members navigating complex human services network – Orange County's extensive network of human services providers can feel daunting, especially because many individuals must utilize several providers to meet their full range of needs. However, OC's human services provider network is extensive precisely so that it can meet the full range of needs of community members. Nonprofit organizations work closely with one another, as well as government agencies, to ensure that information holders give community members accurate information and referrals. As community members engage with services, follow ups are made with involved stakeholders as needed. Carrboro will continue to work closely with nonprofit partners to mitigate the risk of community members becoming overwhelmed by the network of providers, to ensure they become and stay engaged.



TOWN OF CARRBORO

Housing and Human Services Advisory Commission

301 West Main Street, Carrboro, North Carolina 27510

RECOMMENDATION

MAY 21, 2025

Human Services Funding Recommendations

Motion was made by Mushin Omar, and seconded by Josie Hartman, that the Housing and Human Services Advisory Commission recommends that the Town Council consider the following non-profit funding recommendations reflected below:

The Housing and Human Services Advisory Commission received 43 applications for funding for FY25-26 totaling \$694,670.

The Housing and Human Services Commission recommends funding 39 non-profits for a total of \$457,536. The recommended allocation of funds is reflected in the attached document.

Comments:

<u>VOTE</u>:

YES: (Betty Curry (Chair), Mushin Omar, Josie Hartman, Ronni Zuckerman, Lindsay Griffin) ABSENT/EXCUSED: (Heather Nash) NOES: (0) ABSTENTIONS: (0)

By a unanimous show of hands, the <u>Housing and Human Services Commission</u> membership also indicated that no members have any financial interests that would pose a conflict of interest to the adoption of this amendment.

(Chair)

(Date)

FY 26 Human Services Funding Recommendations

Agency	FY25 Received	Re	FY26 quested	FY26 commended
PORCH	\$ 7,560	\$	15,000	\$ 15,000
EMPOWERment, Inc.	\$ 30,000	\$	40,000	\$ 35,000
TABLE	\$ 10,000	\$	15,000	\$ 15,000
Hope Renovations	\$ 25,000	\$	80,000	\$ 30,000
Family Reading Partners	\$ 2,000	\$	5,000	\$ 3,000
Big Brothers Big Sisters	\$ 5,000	\$	5,000	\$ 5,000
El Centro	\$ 20,000	\$	23,000	\$ 23,000
El Futuro	\$ 15,000	\$	16,000	\$ 16,000
Meals on Wheels of OC	\$ 20,000	\$	20,000	\$ 20,000
CH-Carr Public School Foundation	\$ 8,000	\$	12,500	\$ 11,719
OC Literacy	\$ 1,500	\$	3,000	\$ 2,250
OC Rape Crisis Center	\$ 20,000	\$	20,000	\$ 20,000
IFC (Food Programs)	\$ 30,000	\$	50,000	\$ 45,000
Refugee Community Partnership	\$ 11,846	\$	15,000	\$ 15,000
Triangle Bikeworks	\$ 2,500	\$	3,000	\$ 2,500
Pee Wee Homes	\$ 15,000	\$	17,000	\$ 16,000
OC Partnership for Young Children	\$ 3,000	\$	3,000	\$ 2,220
Community Empowerment Fund	\$ 5,000	\$	6,000	\$ 4,440
Volunteers for Youth	\$ 1,800	\$	2,300	\$ 1,702
Town of Chapel Hill	\$ 21,000	\$	24,960	\$ 18,471
Voices Together	\$ 1,500	\$	1,680	\$ 600
Marian Cheek Jackson Center	\$ 11,500	\$	12,000	\$ 8,880
OE Enterprises, Inc.	\$ 2,500	\$	5,000	\$ 3,700
Planned Parenthood	\$ 1,000	\$	1,000	\$ 740
Farmer Foodshare	\$ 17,000	\$	30,000	\$ 21,250
Early Years (Formerly Child Care Assoc)	\$ 5,500	\$	6,500	\$ 5,500
Monet Richardson Community Foundation	\$ 4,000	\$	5,000	\$ 3,700
OC Dept on Aging	\$ 2,000	\$	5,000	\$ 2,500
RENA	\$ 30,000	\$	90,000	\$ 37,500
Womens Center DBA Compass Center	\$ 10,000	\$	18,477	\$ 16,338
Dispute Settlement Center	\$ 5,000	\$	5,000	\$ 3,000
Club Nova	\$ 15,000	\$	25,000	\$ 15,000
Transplanting Traditions	\$ 15,000	\$	18,000	\$ 5,000
ҮМСА	\$ -	\$	10,000	\$ -
Exchange Club	\$ 500	\$	500	\$ 250
E3 Camp	\$ 4,000	\$	2,500	\$ 2,500
Boomerang	\$ 6,000	\$	8,000	\$ 6,336
CH-Carr Farmers Market	\$ 10,000	\$	15,000	\$ 9,375
Freedom House	\$ 9,350	\$	10,753	\$ 8,065
Oxford House	\$ 6,000	\$	17,500	\$ 6,000
OC Disability Awareness Council	\$ 10,000	\$	30,000	\$
Charles House	\$ -	\$	1,000	\$ -
Senior Care of Orange County	\$ 1,500	\$	1,000	\$ -
Total Note: EX 2025 awarded total = $$452,256$; so	\$ 421,556	\$	694,670	\$ 457,536

Note: FY 2025 awarded total = \$452,256; some agencies did not apply for FY26.



Town of Carrboro

Agenda Item Abstract

File Number: 25-074

Agenda Date: 6/17/2025 In Control: Town Council Version: 1 File Type: Consent Agenda

Condominium Agreement and Memorandum of Understanding with Orange County for the Operation of the Drakeford Library Complex

PURPOSE: For the Board Council to review and approve the Condominium Agreement, Deeds, and Plat for the Drakeford Library Complex; and review and approve the Memorandum of Understanding between Orange County and the Town of Carrboro for the operation of the Drakeford Library Complex; and authorize the Town Manager to sign all required documents, upon final review by the Town Attorney.

DEPARTMENT: Recreation, Parks, and Cultural Resources

COUNCIL DIRECTION:

_X__Race/Equity _X__ Climate _X__ Comprehensive Plan ___Other

The mission of the Recreation, Parks and Cultural Resources is to enrich the leisure needs and quality of life for citizens by providing accessible facilities, creative and diverse recreation opportunities and a safe public park system. The Drakeford Library Complex addresses both pillars. For Race/Equity we have a space that is accessible to everyone in our community. For Sustainability the space has several features that contribute to the ongoing goal of being a sustainable community. Finally, this facility relates to Carrboro Connects Goal 2: Ensure all people in Carrboro have safe, equitable, and connected access to parks, open spaces, and recreational facilities. Goal 3: Ensure that reaction and park facilities and programing are environmentally responsible and help further climate change related goals. Goal 4: Strengthen a sense of community and inclusion though the arts, events, and cultural programming that celebrates the diversity of Carrboro.

INFORMATION: The Condominium Agreement, Memorandum of Understanding (MOU), Deeds, Survey, and Plat have been finalized and need to be approved by the Orange County Board of Commissioners and the Town of Carrboro's Town Council.

Condominium Agreement and Deeds

The Condominium Agreement and Deeds formalize the ownership and broad responsibilities of Orange County and the Town of Carrboro in operating the Drakeford Library Complex. Based on the finalized building survey, the condominium agreement slightly adjusts the operational split of costs between Orange County and the Town of Carrboro, with the County's share of costs decreasing from 55.48% to 53.6% and the Town's share increasing from 44.52% to 46.4%. Addationally, the Condominium Agreement describes the structure by which the Drakeford will be managed and the relationship between the owners. The agreement establishes an Executive Board, whose members include the Orange County County Manager and the Town of Carrboro Town Manager.

Memorandum of Understanding

Like the temporary MOU, the current MOU broadly outlines the facility's operating principles as agreed to by Orange County and the Town of Carrboro. Both parties have agreed to several changes in the current MOU, including:

- The Town of Carrboro will be responsible for providing security services at the facility.
- Early and same-day voting each year will occur at the large multi-purpose rooms on the ground floor.
- The County and Town will agree on a comprehensive Conduct and Courtesy plan.
- The County and Town will continue to collaborate on a policy and procedures manual that will be used to run the day-to-day operations of the facility.

FISCAL IMPACT: This item has no direct financial impact, as the Town's costs to operate Drakeford were previously requested in the Town Manager's Recommended FY 25-26 budget.

RECOMMENDATION: The Manager recommends that the Board;

- 1.) Approve the Condominium Agreement, Deeds, and Plat for the Drakeford Library Complex; and
- 2.) Approve the Memorandum of Understanding between Orange County and the Town of Carrboro for the operation of the Drakeford Library Complex; and
- 3.) Authorize the Town Manger to sign all required documents and record all instruments, upon final review by the Town Attorney.

Prepared by and return to: Wayne R. Hadler, Beemer, Hadler & Willett, P.A. DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF DRAKEFORD LIBRARY COMPLEX CONDOMINIUM PROJECT, A CONDOMINIUM

This DECLARATION, made on the date hereinafter set forth by **TOWN OF CARRBORO**, a North Carolina municipal corporation, hereafter referred to as the **"Town"** and **THE COUNTY OF ORANGE**, a North Carolina county, hereafter referred to as the **"County"**, the Town and County are collectively, the Declarant.

WITNESSETH:

WHEREAS, Declarant is the owner of certain property located on the east side of South Greensboro Street, Chapel Hill Township, Orange County, North Carolina, and more particularly described as follows (herein "Property"):

BEING all of that property consisting of 0.937 acres, more or less, as shown on a map and survey entitled "Drakeford Library Complex Condominium Project (Property of Town of Carrboro & Orange County) prepared by Freehold Land Surveys, Inc., last revised March 3, 2025, and recorded in Plat Book ______, Page ______, Orange County Registry, to which map reference is made for a more particular description of same. PIN: 9778-85-7932

WHEREAS, Declarant has planned, designed and constructed an approximately 124,685 gross square foot building, site improvements and associated parking including a multi-level parking deck on the Property, and now wishes to create condominium units or "units" as those are defined under the provisions the North Carolina Condominium Act and to convey the same to the Town and County subject to the covenants, conditions and restrictions herein reserved to be kept and observed and that incorporates and reflects to the extent possible the terms and

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conditions of the Town and County executed Development Agreement Regarding South Greensboro Street Property dated the 4th day of December, 2017, and any amendments thereto; and

WHEREAS, Declarant desires and intends by the filing of this Declaration, to submit the above-described property and all improvements constructed, together with all appurtenances thereto, to the provisions of the North Carolina Condominium Act (Chapter 47C, North Carolina General Statutes);

NOW, THEREFORE, Declarant hereby declares that all of the Property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which shall run with the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

<u>PART 1</u> DEFINITIONS

The Definitions set forth in N.C.G.S. §47C-1-103 shall apply to this Declaration and are incorporated herein, except that the terms listed below shall have the specific meanings stated:

- Section 1: "Allocated interests" means the undivided interest in the Common Elements, Common Expense liability and votes in the Association, allocated to each Unit. The initial Allocated Interests are shown on Exhibit B.
- <u>Section 2</u>: "Association" means Drakeford Library Complex Condominium Owners Association, an unincorporated non-profit association, its successors and assigns.
- <u>Section 3</u>: **"Bylaws"** means the Bylaws of the Association as they may be amended from time to time. A copy of the initial Bylaws is attached hereto as Exhibit C.
- <u>Section 4</u>: "Common elements" means all portions of a condominium other than the Units.
- <u>Section 5</u>: **"Common expense liability"** means the liability for common expenses allocated to each unit pursuant to G.S. 47-2-107.
- <u>Section 6</u>: **"Condominium"** means "Drakeford Library Complex Condominium Project", it being real estate, portions of which are designated for separate ownership by the Town and County and the remainder of which is designated for common ownership solely by the Town and County owners of those portions. The

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common elements are vested in the unit owners.

- <u>Section 7</u>: "Declarant" means TOWN OF CARRBORO, a North Carolina municipal corporation, its successors and assigns, and THE COUNTY OF ORANGE, a North Carolina county, its successors and assigns.
- Section 8: "Declaration" means this Declaration of Covenants, Conditions and Restrictions.
- <u>Section 9</u>: **"Development rights"** means any right or combination of rights reserved by Declarant to add real estate to a condominium; to create units, common elements, or limited common elements within a condominium; to subdivide units or convert units into common elements; or to withdraw real estate from a condominium.
- Section 10: "Executive board" means the body designated in the Declaration to act on behalf of the Association. During any period where the Town or County are the only Unit Owners, the Executive Board shall be the Town Manager and the County Manager.
- Section 11: **"Identifying number"** means a symbol or address that identifies only one unit in a condominium. Unit 1 is the County Unit and Unit 2 is the Town Unit.
- Section 12: "Lessee" or "Tenant" means the party entitled to a present possession of a leased unit or portion of a leased unit whether lessee, tenant, sublessee, subtenant or assignee.
- Section 13: "Limited common element" means a portion of the common elements allocated by the Declaration or by operation of G.S. 47C-2-102(2) or (4) for the exclusive use of one or more but fewer than all of the Units.
- Section 14: "Period of Declarant Control" means the period commencing on the date hereof and continuing until one hundred (100) percent of the Units have been conveyed, or (v) the date upon which Declarant voluntarily surrenders control of the condominium, whichever date is first to occur, however, any Special Declarant Rights shall remain in force, to the extent applicable after one hundred percent of the Units have been conveyed.
- <u>Section 15</u>: **"Person"** means every natural person, corporation, business trust, estate trust partnership, association, joint venture, *government, governmental subdivision or agency,* or other legal or commercial entity. As defined a person is entitled to

hold membership in the Association.

- Section 16: "Plats and Plans" means the plats and plans recorded in Plat Book _____, Page _____ at Orange County Register of Deeds, and constituting a part hereof, as the same may be amended from time to time.
- Section 17: "Real estate" means any leasehold or other estate or interest in, over, or under land, including structures, fixtures, and other improvements and interests which by custom, usage, or law, pass with a conveyance of land and includes parcels, with or without upper or lower boundaries, and spaces that may be filled with air or water.
- Section 18: "Special declarant rights" mean rights, if any, reserved for the benefit of declarant as defined in G.S. 47C-1-103 (23) and as further set forth in Part II, Article I, Section 10 below.
- Section 19: **"Unit"** means a physical portion of the condominium designated for separate ownership or occupancy as shown on the recorded plats and plans, the boundaries of which are described pursuant to G.S. 47C-2-105(a)(5).
- Section 20: "Unit owner" means Declarant or any other person who owns a fee simple title to any Unit which is a part of the Property, together with an undivided interest in the common elements, but excluding those having such interest merely as security for the performance of an obligation.

PART II - DECLARATION OF

COVENANTS, CONDITIONS, AND RESTRICTIONS

ARTICLE I

GENERAL

- <u>Section 1</u>: **Submission of Property to G.S. §47-C.** Declarant hereby submits the Property to the provisions of G.S. §47-C. The Property will be administered in accordance with the provisions of §47-C, the Declaration, and the Bylaws.
- <u>Section 2</u>: **Condominium Name.** The name of the condominium shall be "Drakeford Library Complex Condominium Project."

- Section 3: Condominium Location. The Property is located on 203 South Greensboro Street, Carrboro in Orange County, North Carolina.
- <u>Section 4</u>: **Maximum Number of Declarant Created Units.** The maximum number of Units that Declarant reserves the right to create is two (2).
- Section 5: Establishment of Units. Declarant does hereby establish within the Property two (2) Units, and does hereby designate the such Units for separate ownership. Pursuant to that certain Development Agreement between the Town and County, Declarant Town shall own one (1) Unit and Declarant County shall own one (1) Unit. Reference is hereby made to the Plats and Plans for a separate description of the boundaries of each Unit, identified by number, said Plats and Plans being by this reference incorporated herein.
- <u>Section 6:</u> Subdivision of Units. Pursuant to G.S. §47C-2-113 Unit Owners shall be entitled to subdivide its respective Unit into a maximum of five (5) additional Units. The Association, at the sole expense of the unit owner, shall prepare execute, and record an amendment to the declaration, including the plats and plans, subdividing the Unit.
- <u>Section 7</u>: Association Membership. Each Unit Owner shall be a member of the Association.
- <u>Section 8</u>: Limited Common Elements. There are no Limited Common Elements with the exception of the parking spaces as provided in Article II, Section 3 and the Limited Common Elements created under Article V.
- Section 9: Insurance. Insurance policies upon the condominium (other than title insurance) shall be purchased by the Association in the name of the Executive Board of the Association, as trustees for the condominium Unit Owners and their respective mortgagees, if any, as their interest may appear, and shall provide for the issuance of certificates or mortgage endorsements to the holders of first mortgages on the condominium Unit(s) secured; and, if the companies writing such policies will agree, the policies shall provide that the insurer waives its rights of subrogation as to any claims against condominium Unit Owners, the Association and their respective servants, agents and guests. The Association shall maintain replacement cost coverage of the original Building, Parking Deck

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Common Elements, and all other Common Elements and Units as further described herein. Each condominium Unit Owner shall have the option, but not the requirement to obtain insurance, at its own expense, affording coverage upon its condominium Unit, its personal property and for its personal liability and as may be permitted or required by law, but all such insurance shall contain the same waiver of subrogation as that referred to above if the same is available.

Section 10: Special Declarant Rights. Declarant reserves the following Special Declarant Rights for the entire Property, which shall be exercisable during the Period of Declarant Control or until such time as the Town and County agree in writing to terminate these rights:

(a) To complete any and all improvements indicated on the Plats and Plans;

(b) To approve all nameplates and signage attached to the exterior of the Condominium, and to provide uniform appearance and location.

ARTICLE II

PROPERTY RIGHTS

- <u>Section 1</u>: Ownership of a Unit shall vest fee simple title to such Unit in the Unit Owner.
- Section 2: Every Unit Owner shall own an undivided interest in the Common Elements and shall have a right and easement of enjoyment in the Common Elements which shall be appurtenant to and shall pass with the title to every Unit. The undivided interest in the Common Elements and the right and easement of enjoyment in such Common Elements are subject to the following:

(a) The Association shall have the right to adopt such rules and regulations as may be needed to regulate the use and enjoyment of the Common Elements, including the Limited Common Element parking spaces;

(b) Special Declarant rights as set forth in Article I, Section 10 are limited to the right to create additional limited common elements within a condominium.

(c) The Association shall have the right to dedicate or transfer, or encumber all or any part of the Common Elements subject to approval by the Owners as provided in G.S. § 47C-3-112.

Section 3: The Association shall have the exclusive right to establish the rules and

regulations pursuant to which the Unit Owners, its employees, servants, invitees and lessees, may be entitled to use the Common Elements and any Limited Common Elements, including the right to make permanent and temporary assignments or allocations of parking spaces. The Town and County shall have the right, but not the obligation, to have municipal charged parking for one or more shared Common Element Parking spaces or any of its Limited Common Element parking spaces.

- <u>Section 4</u>: Subject to any rules and regulations established by the Association, a Unit Owner may delegate his right of enjoyment to all or a part of the Common Elements or to the extent applicable Limited Common Elements to a lessee the terms of which shall be properly set forth in a written lease, a copy of which shall be provided to the Association.
- Section 5: The Common Elements and any Limited Common Elements are not subject to partition, and any purported conveyance, encumbrance, judicial seal or other voluntary or involuntary transfer of an undivided interest in the Common Elements by a Unit Owner made without the Condominium Unit to which that interest is allocated is void. This provision shall not be construed to prevent Unit Owners from swapping or transferring Limited Common Element parking spaces with one another in a manner consistent with the rules and regulations authorized by this Declaration.

ARTICLE III

ALLOCATED INTERESTS

- Section 1: The table showing Unit numbers and their Allocated Interests is attached as Exhibit B. These interests have been allocated in accordance with the formulas set out in this Article III. These formulas are to be used in reallocating interests if Units are added to the Condominium.
- <u>Section 2</u>: The interests allocated to each Unit have been calculated on the following formulas:

(a) The percentage of undivided interest in the Common Elements allocated to each Unit is based on the relative floor area of each Unit as compared to the floor

area of all of the Units in the Condominium.

(b) The percentage of liability for Common Expenses (and Limited Common Elements) allocated to each Unit is 53.6% for the County and 46.4% for the Town and is based on the relative floor area of each Unit as compared to the floor area of the two (2) Units in the Condominium. Nothing contained in this Subsection shall prohibit certain Common Expenses from being apportioned to particular Units under Article IV of this Declaration.

(c) The vote in the Association allocated to each Unit is 50% and is not based on the relative floor area of each Unit as compared to the floor area of all of the Units in the Condominium.

<u>Section 3</u>: The effective date for assigning Allocated Interests to Units created pursuant to Declarant rights hereunder shall be the date on which this Declaration, Plats and Plans creating the Units is recorded in the Registry of Orange County, North Carolina and the two (2) Units created by Declarant are established and conveyed as set forth in Article I, Section 5.

ARTICLE IV

ASSESSMENT AND COLLECTION OF COMMON EXPENSES

Section 1: The Declarant, for each Unit owned within the Property, and each Unit Owner by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, hereby covenants and agrees to pay the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements and for the maintenance, reconstruction and repair of Common Elements. For so long as the Town and/or County own all Units of the Condominium, the Unit Owners may, upon written agreement, make proportional direct payments toward common expenses, capital improvements, maintenance, reconstruction and/or repair directly to vendors and other providers rather than assessments paid to the Association, provided that the allocation of direct payment to vendors or other providers by each Unit Owner is in accordance with Article III, Section 2(b). Except as provided in Section 2 of this Article IV, the liability of each Unit Owner for the Common Expenses of the Association shall be in accordance with Article III, Section 2 (b). In the event the Town and/or County no longer owns all Units of the Condominium, any assessment levied against a Unit remaining unpaid for a period of sixty (60) days or longer shall constitute a lien on that Unit when filed of record in the office of the Clerk of Superior Court of Orange County and shall accrue interest at a rate set by the Association not to exceed 18% per annum, or the maximum interest rate allowed under the laws, it being the intent to allow the Association to accrue interest at the highest amount permissible under the law. The Association may bring an action at law against the Unit Owner, or foreclose the lien against the Property. Fees (including attorneys' fees), charges, late charges, fines, and interest are also enforceable as assessments. Each such assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the personal obligation for delinquent assessment shall not pass to his successors in title unless expressly assumed by them.

- Section 2: Any expense associated with the maintenance, repair or replacement of Limited Common Element parking spaces shall be assessed as a Common Expense and not against the Unit or Units to which the Limited Common Element is assigned. Any Common Expense for services provided by the Association to an individual Unit at the request of the Unit Owner shall be assessed against such Unit. Any charge for a utility service provided solely to a particular Unit or Units shall be assessed against such Unit or Units. Notwithstanding electricity and water shall be considered a Common Expense.
- <u>Section 3</u>: The lien of the assessments provided for herein shall apply only in the event the Town and/or County are not Unit Owners. In that event the lien of assessment provided for herein shall only be subordinate to the lien of any first mortgage and ad valorem taxes. Sale or transfer of any Unit shall not affect the assessment lien. The sale or transfer of any Unit pursuant to mortgage or tax foreclosure or any proceeding in lieu thereof, however, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Unit from liability for any assessments

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thereafter becoming due or from the lien thereof.

- Section 4: The annual assessments levied by the Association, , shall be used exclusively to promote the recreation, health, safety and welfare of the Unit Owners, its employees, servants, guests, invitees and lessees and in particular for the acquisition, improvement and maintenance of the condominium, services and facilities devoted to this purpose, and for the use and enjoyment of the Common Elements.
- <u>Section 5</u>: The annual assessment shall be at the actual cost required for maintenance, repair and operation of the Condominium. This provision shall remain effective during such time that the Units are owned by the County and Town.
- <u>Section 6</u>: Both annual and special assessments, if any, required shall be at the actual cost and promptly paid by the Unit Owners.
- <u>Section 7</u>: The annual assessments provided for herein shall commence upon the conveyance of the units to the Town and County.
- Section 8: Prior to the Town or County conveying any Unit to a third-party, an Amendment to Article IV of the Declaration will be filed to amend the provisions herein to be consistent with the needs and requirements of Unit ownership not held by the Town or County.

<u>ARTICLE V</u> <u>UNIT BOUNDARIES AND PARTY WALLS</u>

Section 1: All finish flooring and any other materials constituting any part of the finished surfaces of the walls, floors, or ceilings are a part of the Units, pursuant to G.S. § 47C-2-102(1). To the extent any duct, wire, conduit, or any other fixtures lies partially within and partially outside the designated boundaries of a Unit, any portion thereof serving only that Unit is a Limited Common Element allocated exclusively to that Unit, and any portion thereof serving more than one Unit or any portion of the Common Elements is a part of the Common Elements, pursuant to G.S. §47C-2-102(2). Any decks, porches, balconies, patios and doors within the building or other fixtures designated to serve a single Unit but located outside the Unit's boundaries are Limited Common Elements allocated exclusively to that Unit. For purposes of clarification, the ducts, wire and

conduit serve the entire building, the Units and Common Elements. There is no separate electrical or HVAC for the Units. The Plans show designated exterior decks, balconies and porches are within each Unit's boundary.

- <u>Section 2</u>: Each wall which is built as a part of the original construction of a Unit and placed on the dividing line between the Units or between a Unit and Common Elements, to the extent applicable as shown on the Plats and Plans shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.
- Section 3: The cost of reasonable repair and maintenance of all party walls, all exterior building windows, and all exterior doors leading directly to the outside of the building shall be shared by the Unit Owners as set forth in Article III, Section 3 (b).
- <u>Section 4</u>: Notwithstanding any other provisions of this Article, a Unit Owner who by his negligent or willful act, or the negligent or willful act of the Unit Owner's guests, invitees, tenants or agents, causes party wall damage, or damage to Common Elements or Limited Common Elements shall bear the whole cost of furnishing the repair or maintenance of the damage caused.
- <u>Section 5</u>: The Association will insure the Unit as upfitted including wall coverings, finished floors, wall to wall carpeting, interior partitioning that is affixed to the Units, cabinets that are affixed to the Units, built in appliances, mechanical systems such as plumbing, heating ventilation, and air conditioning, electrical system and those portions of any wiring for communications systems such as telephone or computer that are built into the premises. The Unit Owner will be responsible to insure furniture, equipment, all personal property, computers, telephones, or other communications equipment, movable furnishings and decorative items, specialized equipment and trade fixtures, if any may be affixed. The Association will be responsible to insure the Heating and Air-conditioning system for the Units and Common Elements.

<u>ARTICLE VI</u> EXTERIOR AND INTERIOR MAINTENANCE

Exterior

- Section 1: In addition to maintaining the Common Elements, the Association shall provide exterior maintenance for each Unit, whether part of the Unit or Common Elements to the extent applicable, which will be subject to the annual assessment, if any, or any special assessment hereunder, including the performance of the following, as needed: Paint, repair, replace and care of roofs, solar pads and panels, exterior building surfaces, trees, shrubs, walks, and other exterior improvements. Such exterior maintenance shall include glass surfaces. Maintenance, repair and replacement of glass surfaces shall be the responsibility of the Association. The repair and maintenance of Heating and Air-Conditioning system for the Units and Common Elements shall be the responsibility of the Association.
- <u>Section 2</u>: In the event that the need for maintenance, repair, or replacement to the Common Elements is caused through the willful or negligent act of a Unit Owner, guests, invitees, or tenants, the cost of such maintenance, replacement, or repairs shall be added to and become a part of the assessment to which such Unit is subject.

Interior

<u>Section 3:</u> All interior maintenance or repair of each Unit shall be the sole responsibility of the Unit Owner unless the cause of the maintenance or repair is due to items covered under exterior maintenance as defined in Section 1 above.

ARTICLE VII

ARCHITECTURAL CONTROL

No building, fence, wall, or other structure or improvement shall be commenced, erected or maintained upon the condominium or upon the roof of the condominium, (including, but not limited to the installation of electrical wiring, television or radio antennae or satellite dish or other objects which may protrude through the walls or roof of the condominium), nor shall any exterior addition or change therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing by the Executive Board. The Executive Board shall have the right to appoint an architectural review committee to establish guidelines for any additions or exterior modifications. Notwithstanding the foregoing, Unit Owner Town may, in its sole discretion, erect and install radio antennae upon the roof of the Condominium for use by its local radio station tenant without requiring approval of the Executive Board and/or Unit Owner County.

ARTICLE VIII

USE RESTRICTIONS

- Section 1: No Unit shall be used except for municipal and county approved government function, including but not limited to the Orange County Southern Branch Library and related uses, County and Town offices, or other business and professional purposes and such use must conform to state and local zoning ordinances insomuch as each Unit is hereby restricted to use by the Unit Owner thereof, his employees, servants, guests, invitees and lessees, for those uses and purposes permitted in the zoning district in which the Condominium is located, excluding those uses permitted therein only upon obtaining a special use permit or variance. Provided, however, with the prior written consent of the Association, a Unit Owner may seek a variance or special or conditional use permit, or other required regulatory approval (hereafter any of terms are "regulatory approval") and upon obtaining the same may engage in those uses of the Unit permitted by such regulatory approval subject to the further restrictions of this Declaration. Upon obtaining a regulatory approval, the Unit Owner shall file a certified copy thereof with the Secretary of the Association.
- <u>Section 2</u>: No noxious or offensive activity shall be conducted upon any Unit nor shall anything be done thereon which may be or may become an annoyance or nuisance.
- <u>Section 3</u>: No animals of any kind shall be kept or maintained in any Unit without permission of the Executive Board.
- <u>Section 4</u>: Except as provided in Article VII hereinabove, no outside radio or television antennas, including satellite dishes or receivers shall be erected on any Unit

unless and until permission for the same has been granted by the Executive Board. Permission will be contingent on evidencing that the proposed erection will not materially negatively affect the Units or Common Elements.

- Section 5: No signs may be placed in or on the common elements advertising or promoting a non-government business or business function. Notwithstanding the foregoing, Town's local radio station tenant may place a sign advertising its radio station within the window of the radio studio space, which shall be part of the Town's Unit as shown on the Condominium plats and plans. All signage shall be in compliance with the Town ordinance. No other signs shall be permitted on or about the Units, other than those signs specifically referred to in Article I, Section 10.
- <u>Section 6</u>: All window coverings (i.e., curtains, blinds, draperies, shades, etc.) shall appear white or off-white from the exterior, and are deemed the responsibility of the Unit Owner.
- Section 7: Unit Owners shall not park or store any camper, trailer, trailer vehicle, or similar vehicle within the Condominium including the parking deck unless approved in writing by the Executive Board. No trucks shall be permitted to park without Executive Board approval except for standard passenger vans, pickup trucks, or sport utility vehicle. No motor vehicle not currently registered, inspected and licensed shall be parked or stored anywhere on the premises. Subject to any existence requirement that the Town is responsible for towing any vehicle, the Association reserves the right to tow any vehicles in violation of this Section and charge the Unit Owner for the cost of towing. In no event shall the Association be held liable for the towing of any vehicle that is in violation of this Section. This provision shall not be construed to prevent delivery and/or maintenance trucks and vans providing services to the Unit Owners from parking temporarily within a designated delivery area, which designated delivery area may be established by the Association pursuant to Article II hereinabove.

ARTICLE IX

EASEMENTS

- Section 1: Easements for maintenance, repair or modification of utilities and drainage facilities are reserved as shown on the recorded Plats and Plans and other like easements may be granted by the Executive Board in the name of the Association for the benefit of the condominium and for the benefit of any Unit, including the right to install, lay, maintain, repair and replace, waterlines, pipes, sewer lines, storm drainage facilities, telephone wires, cable television wires and electrical conduits, wires over, under and along any portion of the Property, and the Owners of any Unit hereby grant to the Association an irrevocable power of attorney to execute, acknowledge and record for and in the name of each Unit Owner such instruments as may be necessary to effectuate the foregoing. Within these easements no structure, planting or other material shall be placed or permitted to remain which may interfere with the installation and maintenance of utilities, or which may obstruct or change the flow of drainage channels in the easements.
- <u>Section 2</u>: To the extent applicable, all Units and Common Elements shall be subject to easements for the encroachment of improvements constructed on adjacent Units by the Declarant to the extent that such improvements actually encroach.,
- <u>Section 3</u>: Declarant shall have a reasonable construction easement across the Common Elements for the purpose of constructing unfinished or new improvements on the Units. Declarant shall also have such easements through the Common Elements as may be reasonably necessary for the purpose of discharging a Declarant's obligations or exercising Special Declarant Rights as provided herein. In the event Declarant in its construction activities causes any damage to the Common Elements it will repair the damage at its cost.
- <u>Section 4</u>: The Association shall have a right of entry upon the Units and any limited Common Elements to effect emergency repairs, and a reasonable right of entry upon the Units to effect other repairs, improvements, replacement or maintenance as necessary.
- <u>Section 5</u>: All easements granted herein are appurtenant to and shall run with the land, and shall inure to the benefit of and be binding upon the Declarant, the Association,

Owners, occupants, and mortgage holders, and any other person or entity having an interest in the condominium.

- Each Unit Owner shall have an easement in common with the Owners of all Section 6: other Units to use all chutes, flues, pipes, wires, ducts, cables, conduits, and public utilities serving his Unit. Each Unit shall be subject to an easement in favor of the Owners of all other Units to use the chutes, flues, pipes, wires, ducts, cables, conduits, and public utility lines, and other Common Elements serving such other Units and located in such Unit. The Executive Board, or its agents, shall have a right of access necessary to inspect the same, to remove violations therefrom, and to maintain, repair or replace the Common Elements contained therein or accessible therefrom, and to make emergency repairs therein necessary to prevent damage to the Common Elements or to another Unit or Units. Each Unit Owner specifically shall have an easement of access through all other Units as may be reasonably necessary to maintain, repair and replace all components of mechanical systems serving his Unit and to maintain, repair and replace those portions of his Unit or Limited Common Elements within his sphere of responsibility.
- <u>Section 7</u>: An easement is hereby established over the Common Elements for the benefit of applicable governmental agencies, utility companies and public service agencies as necessary for setting, removing and reading of meters, replacing and maintaining water, sewer and drainage facilities, electrical, telephone, gas and cable antenna lines, firefighting, garbage, collection, postal delivery, emergency and rescue activities and law enforcement activities.
- Section 8: An easement is hereby established, to the extent necessary in favor of the Town and County, it its guests, invitees, employees, agents and lessees for ingress, egress and regress over the common element parking deck driveways or lanes to allow proper access to parking. The Executive Board will further define in rules and regulations the limitations of access or use of the common element parking deck, including the hours of operation, public parking metering. The provisions of this Declaration providing that certain parking spaces are deemed limited common elements of either the Town or the County shall be interpreted to apply

as a limitation on access to parking spaces.

<u>ARTICLE X</u> <u>RIGHT OF FIRST REFUSAL</u>

- Section 1: The Town and County agree that in the event either party intends to sell its interest in its Unit or any subsequent created Unit or Units, the selling party agrees that prior to listing or otherwise placing the Unit or Units up for bid or sale, the selling party shall provide the other party with written notice of its intent to sell the Unit or Units. The non-selling party shall have the exclusive option for a period of one hundred and twenty days (120) days from the date of receipt of such written notice to submit a written offer to purchase at a price agreeable to the parties. In the event the parties cannot agree upon a price for the Unit or Units to be sold, the parties shall both secure appraisals from a North Carolina licensed appraiser, and the purchase price for the Unit or Units to be sold shall be determined by calculating the average of the two appraisal valuations. In the event that the non-selling party determines that it shall not proceed with the purchase of the Unit or Units using the average between the two appraisal valuations, then in that event the selling party shall have the right to market and sell the Unit or Units, subject to complying with all state and or federal rules, regulations and requirements of the sale of real estate by a North Carolina County or Town. However, the non-selling party shall have five (5) business days to match or exceed any 3rd party offer obtained by the selling party, and if matched or exceeded, closing must occur within 90 days of acceptance and the offer to purchase memorializing the agreement shall be devoid of closing contingencies. Notwithstanding, the non-selling party shall have a fair opportunity to inspect the property before entering executing the offer to purchase agreement.
- <u>Section 2:</u> If the non-selling party determines that it will not purchase the Unit or Units, it shall notify the selling party in writing and provide public record notice of the termination of the rights provided for hereunder, on or before the conveyance of the selling party Unit or Units to the third-party purchaser, but the non-selling

party will retain its right of first refusal for any sale of the purchased Unit or Units by the third-party purchaser.

- <u>Section 3:</u> This right of first refusal shall be binding upon parties, however the rights pursuant to this Article are "personal" to the Town and County and the Town and County shall have no obligation under the terms of this Article to any third-party purchaser, its successors and/or assigns.
- <u>Section 4:</u> If any clause, provision or paragraph of this Article, shall for any reason, be held illegal, invalid, or unenforceable, such illegality, invalidity, or enforceability shall not affect any other clause, provision or paragraph hereof, and this Article shall be construed and enforced as if such illegal, invalid, or unenforceable clause, paragraph or other provision had not been contained herein.
- <u>Section 5:</u> This Article shall be effective upon the recording of this Declaration and continue for a period of fifteen (15) years, however, either party shall have the right to renew the first right of refusal for additional fifteen (15) year periods by providing written public record notice on or before thirty (30) days prior to the end of the each fifteen (15) year period.

ARTICLE XI

GENERAL PROVISIONS

- <u>Section 1</u>: All powers granted in the Declaration or the Bylaws to the Association shall be exercisable by the Executive Board, except as expressly provided in the Declaration, the Bylaws, or G.S. § 47-C.
- <u>Section 2</u>: The Association may adopt and enforce reasonable rules and regulations not in conflict with the Declaration and supplementary thereto, as more fully provided in the Bylaws.
- <u>Section 3</u>: The Association shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration and the Bylaws of the Association. Failure by the Association to enforce any covenant or restriction herein shall in no event be deemed a waiver of the right to do so

thereafter. Upon notice to the Association of a violation hereunder and a failure of the Association to take action upon said violation within 90 days, any Unit Owner, or other holder of an interest in the condominium may undertake the enforcement of the provisions of the Declaration at his own expense.

- <u>Section 4</u>: Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.
- Section 5: The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first 20-year period by an instrument signed by not less than one hundred (100) percent of the Unit Owners, and thereafter by an instrument signed by not less than one hundred (100 percent of the Owners. Any amendment must be recorded. For purposes of an amendment to this Declaration, a Unit Owner shall be entitled to one vote for each unit owned regardless of the percentage of allocated interest associated with the ownership of the Unit.
- <u>Section 6</u>: The fiscal year of the Association shall begin on the first day of January and end the 31st day of December of each year, except that the first fiscal year shall begin on the date of recording this Declaration.

IN WITNESS WHEREOF, Declarant of this Declaration has caused this instrument to be executed in its name as s duly by County and Town, this _____ day of _____, 2025.

SIGNATURE PAGE TO FOLLOW

THE COUNTY OF ORANGE, a body politic and corporate, a political subdivision of the State of North Carolina

Chair Orange County, North Carolina Board of Commissioners

(Seal)

(Seal)

Laura Jensen, Clerk Orange County, North Carolina Board of Commissioners

STATE OF NORTH CAROLINA

COUNTY OF _____

I, _____, Notary Public for the County of _____, State of North Carolina, certify that LAURA JENSEN, personally appeared before me on the _____ day of _____, 2023 and acknowledged that she is the Clerk to the Board of Orange County, North Carolina, Board of County Commissioners, and to verify Jamezetta Bedford's execution of this North Carolina Special Warranty Deed, conveying real property, that Jamezetta Bedford is Chair of the Orange County Board of Commissioners and signed in that capacity.

Witness my hand and official stamp or seal, this the _____ day of _____, 2023.

TOWN OF CARRBORO, a North Carolina municipal corporation

BY:	(SEAL)
Name:	
Name:	
Date:	
ATTEST:	
(SEAL)	
D	
By:	_
Title:	
Title:	-
Date	
Date:	
STATE OF NORTH CAROLINA	
COUNTY OF ORANGE	
I,	_, Notary Public for the County of,
State of North Carolina, certify that the	
	, personally appeared before me
this day and acknowledged that (s)he is	, personally appeared before me Town Clerk of the Town of
Carrboro, a North Carolina municipal cor	poration, and that by authority duly given and as the act
of the municipal corporation, the foregoin	ng and annexed instrument was signed in its name by
, its	Town Manager, sealed, and attested by
(him) (her) as its Town Cl	Town Manager, sealed, and attested by erk.
Witness my hand and official stamp or se	al, this the day of, 2025.

EXHIBIT "A" TO DECLARATION DESCRIPTION OF LAND AND UNITS

TO BE ADDED WHEN SURVEY COMPLETED

EXHIBIT B

INITIAL UNDIVIDED ALLOCATED INTEREST OF UNITS

Unit Number 1 2 TOTAL <u>Square Feet</u> 19,581.14 16,946.37 Percentage Share 53.6% 46.4% 100%

EXHIBIT C

BYLAWS OF ORANGE COUNTY AND CARRBORO LIBRARY AND OFFICE <u>CONDOMINIUM, OWNERS ASSOCIATION,</u> <u>a unincorporated non-profit association</u>

ARTICLE I

MEETINGS OF MEMBERS

- Section 1: The first annual meeting of the members shall be held within one year from the date of formation of the Association, and each subsequent regular annual meeting of the members shall be held on the same day and the same month of each year thereafter.
- Section 2: Special meetings of the members may be called at any time by the president or the Executive Board, or upon written request of 20% of the members, pursuant to G.S. § 47C-3-108.
- Section 3: Written notice of each meeting shall be given by, or at the direction of, the secretary or person(s) authorized to call the meeting, by hand delivering, facsimile, email, or mailing a copy of such notice, postage prepaid, at least 10 days and not more than 45 days before such meeting to each member as provided in G.S. § 47C-3-108.
- Section 4: The Executive Board shall develop a budget that is approved and adopted by the Town and County as part of the annual budget approval process for the Town and County. w.
- <u>Section 5</u>: The presence at the meeting of members or proxies entitled to cast fifty one percent (51%) of the votes shall constitute a quorum for any action except as otherwise provided by law.
- Section 6: Every Unit Owner shall be entitled to cast the number or percentage of votes as provided in the Declaration for the Units owned by such member. Notwithstanding the above, amendments to the Declaration shall be voted as set forth in Article X, Section 5 of the Declaration.
- <u>Section 7</u>: Pursuant to G.S. § 47C-3-1 10, votes allocated to a Unit may be cast pursuant to a dated written proxy signed by a Unit Owner. A Unit Owner may not revoke a

proxy except by written notice delivered to the person presiding over a meeting of the Association. A proxy terminates one year after its date, unless it specifies a shorter term.

<u>Section 8</u>: In the event the Town or County do not own one or both of the Units, this Article I will be amended.

ARTICLE II

OFFICERS AND EXECUTIVE BOARD: SELECTION: TERM OF OFFICE

- Section 1: The affairs of the Association shall be managed by an Executive Board of at least two (2) members, who shall be entitled to act on behalf of the Association. The Executive Board shall Members shall be the Town Manager and the County Manager.
- Section 2: Any Executive Board member, may be removed in accordance with G.S. § 47C-3-103(b). In the event of death, resignation or removal of a director, his successor shall be selected by a majority of the members voting at a meeting when a quorum is present. The successor shall serve the remainder of the term.
- <u>Section 3</u>: No Executive Board member shall receive compensation for any service he may render to the Association outside of his or her normal employment as an employee of the Town or County. However, with the prior approval of the Executive Board, any Executive Board member may be reimbursed for actual expenses incurred in the performance of his duties.
- <u>Section 4</u>: The Executive Board shall have the right to take any action in the absence of a meeting which they could take at a duly held meeting by obtaining the written consent of the other Executive Board members to the action. Any action so approved shall be filed in the Association books and records and shall have the same effect as though taken at a meeting of the Executive Board.

ARTICLE III

MEETINGS OF EXECUTIVE BOARD

<u>Section 1</u>: Meetings of the Executive Board shall be as deemed necessary by the Board,

without notice, or as determined by the Board, at such place and hour as may be fixed from time to time by resolution of the board. Special meetings of the Executive Board may be called by any member of the Executive Board, after not less than three (3) days-notice to the other Executive Board member.

Section 2: A majority of the Executive Board members shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Executive Board members present at a duly held meeting shall be regarded as the act of the board.

ARTICLE IV

POWERS AND DUTIES OF THE EXECUTIVE BOARD

<u>Section 1</u>: Subject to the provisions contained herein and applicable law, the Executive Board shall have the power and authority to exercise all the rights of the Association, including, but not limited to:

(a) Adopt rules and regulations governing the use of the common area and facilities, the personal conduct of the members and their guests thereon, and establish penalties for the infraction thereof;

(b) Employ a professional property manager, an independent contractor, or other employees as they deem necessary, and prescribe their duties; provided always, any contract for professional management must contain a clause requiring not more than 90 days termination notice;

(c) Procure, maintain and pay premiums on an insurance master policy(s) and equitably assess the Owners of the same for their prorata portion of such expense, and to procure and maintain liability insurance for the Board of Directors.

(d) Impose and receive any payments, fees, or charges for the use, rental, or operation of the Common Elements other than for service provided to Unit Owners; and

(e) Exercise all other powers that may be exercised in this state by legal entities of the same type as the Association;

(f) Exercise any other powers necessary and proper for the governance and

operation of the Association; and

(g) Have and to exercise any and all powers, rights and privileges which a unincorporated non-profit association of the State of North Carolina by law may now or hereafter have or exercise.

<u>Section 2</u>: It shall be the duty of the Executive Board to:

(a) Cause the Common Elements to be maintained, repaired, and replaced as necessary, and to assess the Unit Owners to recover the cost of the upkeep of the Common Elements.

(b) Serve as the architectural committee, or the right to delegate that responsibility;

(c) Keep a complete record of all its acts and corporate affairs and present a statement thereof to the members at the annual meeting, or at any special meeting when such statement is requested in a writing signed by 51% of the members;

(d) Supervise all officers, agents and employees, if any, of the Association, and see that their duties are properly performed;

(e) Create a y annual assessment budget and the mechanism for the Town and County to promptly collect and pay for all Association obligations to maintain the Common Elements.

(f) Procure and maintain, at all times, adequate replacement coverage hazard insurance on the property owned by the Association and all property for which the Association has the duty to maintain, and sufficient liability insurance to adequately protect the Association as provided in G.S. § 47C-3-113; and

(g) Cause all officers or employees, including officers and employees of professional management, having fiscal responsibilities to be bonded, as it may deem appropriate.

ARTICLE V

OFFICERS AND THEIR DUTIES

<u>Section 1</u>: The officers of this Association shall be a president, vice-president, and secretary/treasurer. The officers shall be appointed by the Executive Board from

among the members of the Executive Board. An Executive Board member can also be an officer and an Executive Board Member may hold more than one office (eg. President and treasurer).

(a) The president shall preside at all meetings of the Executive Board; see that orders and resolutions of the Executive Board are carried out; sign all leases, mortgages, deeds and other written instruments and may co-sign all checks and promissory notes. However, the president may elect to have the property manager be responsible for daily operation and for the manager to have periodic meetings

to correctly oversee the Association.

(b) The vice-president shall act in the place of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Executive Board.

(c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Executive Board and of the members; serve notice of meetings of the Executive Board and of the members; keep appropriate current records showing the members of the Association together with their addresses; prepare, execute, certify, and record amendments to the Declaration on behalf of the Association; and perform such other duties as required by the Executive Board.

(d) The treasurer shall have authority to disburse such funds related to the affairs of the Association as directed by the Executive Board; may sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant or other person suitable to the Executive Board at the completion of each fiscal year; and prepare an annual budget and a statement of income and expenditures to be presented to the membership at its annual meeting, and deliver a copy to each member. The Treasurer with the consent of the Board may assign any of these activities to the Property Manager.

ARTICLE VI BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration and Bylaws of the Association shall be available for inspection by any member at the principal office of the Association.

<u>ARTICLE VII</u> <u>SEAL</u> N/A

ARTICLE VIII

AMENDMENTS TO BYLAWS

These Bylaws may be amended, at a regular or special meeting of the members, by a vote of the majority of the members.

IN WITNESS WHEREOF, we, being all of the members of the Executive Board of Drakeford Library Complex Condominium Owners Association an unincorporated nonprofit association have hereunto set our hands this _____ day of _____, 2025.

CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting Secretary of the Drakeford Library Complex Condominium Owners Association and

THAT the foregoing Bylaws constitute the original Bylaws of such Association and were duly adopted at a meeting of the Board of Directors thereof, held on the _____ day of

____, 2025.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of the Association this _____ day of _____, 2025.

Secretary

NORTH CAROLINA SPECIAL WARRANTY DEED

Excise Tax: **\$EXEMPT**

Parcel Identifier No.

Mail after recording to: Beemer, Hadler & Willett, P.A.

This instrument was prepared by: Wayne R. Hadler, Esq. (WITHOUT TITLE EXAMINATION)

THIS DEED made this ____ day of _____, 2025 by and between

GRANTOR

TOWN OF CARRBORO, a North Carolina municipal corporation

GRANTEE

TOWN OF CARRBORO, a North Carolina municipal corporation, **a 46.4% undivided interest**, and THE COUNTY OF ORANGE, a body politic and corporate, a political subdivision of the State of North Carolina, **a 53.6% undivided interest** P.O. Box 8181 Hillsborough, NC 27278

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of

which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in Orange County, North Carolina, and more particularly described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE

The property hereinabove described was acquired by Grantor by instrument recorded in Book 5582, Page 486, Orange County Registry.

A map showing all or a portion of the above-described property was previously recorded in Plat Book 128, Page 92, Orange County Registry.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor has done nothing to impair such title as Grantor received, and that Grantor will warrant and defend the title against the lawful claims of all persons claiming by, under or through Grantor, except for the exceptions hereinafter stated.

Title to the property hereinabove described is subject to the following exceptions: Easements, conditions and restrictions of record, if any.

IN WITNESS WHEREOF, the Grantor has duly executed the foregoing as of the day and year set forth below.

SIGNATURE AND ACKNOWLEDGEMENT PAGE TO FOLLOW

TOWN OF CARRBORO, a North Carolina municipal corporation

BY:		(SEAL)
Name:		
Title:	Town Manager	
Date:		
ATTEST: (SEAL)		
By:		_
	Town Clerk	
Title:		
Date:		

STATE OF NORTH CAROLINA

COUNTY OF ORANGE

I,	, Notary Public for	r the County of	, State of
North Carolina, certify that the			,
personally appeared before me this day	y and acknowledged th	hat (s)he is	Town
Clerk of the Town of Carrboro, a Nort	h Carolina municipal	corporation, and that by aut	thority duly
given and as the act of the municipal c	orporation, the forego	ing and annexed instrumen	t was signed in
its name by	, its	Town Manager, sea	aled, and
attested by (him) (her) as its		C	

Witness my hand and official stamp or seal, this the _____ day of _____, 2023.

EXHIBIT "A"

BEING all of that property consisting of 0.937 acres, more or less, as shown on a map and survey entitled "RECOMBINATION & EASEMENT PLAT, 203 S. Greensboro Street", prepared by Sungate Design Group, P.A. dated December 4, 2024, and recorded in Plat Book 128, Page 92, Orange County Registry, to which map reference is made for a more particular description of same. PIN: 9778-85-7932

NORTH CAROLINA SPECIAL CONDOMINIUM WARRANTY DEED

 Prepared by: Beemer, Hadler & Willett, P.A.
 Excise Tax: \$EXEMPT

 Return to: Grantee
 Tax Parcel:

 THIS DEED made this ____ day of _____, 2025 by and between

GRANTOR

TOWN OF CARRBORO, a North Carolina municipal corporation, a 46.4% undivided interest, and THE COUNTY OF ORANGE, a body politic and corporate, a political subdivision of the State of North Carolina, a 53.6% undivided interest
 P.O. Box 8181
 Hillsborough, NC 27278

GRANTEE

THE COUNTY OF ORANGE, a body politic and corporate, a political subdivision of the State of North Carolina P.O. Box 8181 Hillsborough, NC 27278

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, that certain property in the County of Orange, State of North Carolina more particularly described in EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

All or a portion of the property hereinabove described was acquired by Grantor by instrument recorded in Deed Book 5582, Page 486 and Deed Book _____, Page _____, Orange County Registry.

Title to the property hereinabove described is subject to the following exceptions:

- > All taxes and assessments if any due payable.
- Applicable zoning ordinances and other restrictions and regulations of government authorities.
- All of the terms, conditions, provisions, rights, privileges, obligations, easements and liens set forth and contained in the Declaration of Covenants, Conditions and Restrictions of DRAKEFORD LIBRARY COMPLEX CONDOMINIUM PROJECT recorded in Deed Book _____, Page ____, Orange County Registry and the Bylaws of DRAKEFORD LIBRARY COMPLEX CONDOMINIUM PROJECT, all as now or hereafter may be amended.
- All other restrictions, agreements and easements of record which affect the Condominium.
- Each and all of such easements, rights-of-way, reservations, restrictions on use, and covenants, conditions, and obligations, are incorporated in this Deed by reference, and shall constitute covenants running with the Property inclusive of the Land, equitable servitudes and liens to the extent set forth in said documents as provided by law.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee, their heirs, successors, and assigns, in fee simple.

GRANTOR covenants with the Grantee, that Grantor has done nothing to impair such title as Grantor received, and that Grantor will warrant and defend the title against the lawful claims of all persons claiming by, under or through Grantor, subject to all the terms, provisions, conditions, obligations, limitations, restrictions and easements contained in the aforesaid Declaration, and any amendments thereto and subject to restrictions, easements and rights-of-way of record.

IN WITNESS WHEREOF, the Grantor has duly executed the foregoing as of the day and year set forth below.

SIGNATURE AND ACKNOWLEDGEMENT PAGES TO FOLLOW

[SIGNATURE AND ACKNOWLEDGEMENT TO FOLLOW]

TOWN OF CARRBORO, a North Carolina municipal corporation

BY:	(SEAL)
Name:	
Title: Town Manager	
_	
Date:	_
ATTEST:	
(SEAL)	
By:	
Name: <u>Town Clerk</u>	
Title:	
_	
Date:	-
STATE OF NORTH CAROLINA	
COUNTY OF ORANGE	
I,, N	Jotary Public for the County of
, State of North Carolina, c	ertify that the
	, personally appeared
before me this day and acknowledged that (s	The is Town Clerk of
the Town of Carrboro, a North Carolina mun	nicipal corporation, and that by authority duly
given and as the act of the municipal corporation	
was signed in its name by	, itsTown
Manager, sealed, and attested by (him) (her)	as itsTown Clerk.
Without my hand and - ff - 1 - to you have	this the deviat
witness my nand and official stamp or seal,	this the day of, 2025.

THE COUNTY OF ORANGE, a body politic and corporate, a political subdivision of the State of North Carolina

_____(Seal) Chair Orange County, North Carolina Board of Commissioners

(Seal)

Laura Jensen, Clerk Orange County, North Carolina Board of Commissioners

STATE OF NORTH CAROLINA

COUNTY OF _____

I, ______, Notary Public for the County of ______, State of North Carolina, certify that LAURA JENSEN, personally appeared before me on the _____ day of ______, 2025 and acknowledged that she is the Clerk to the Board of Orange County, North Carolina, Board of County Commissioners, and to verify Jamezetta Bedford's execution of this North Carolina Special Warranty Deed, conveying real property, that Jamezetta Bedford is Chair of the Orange County Board of Commissioners and signed in that capacity.

Witness my hand and official stamp or seal, this the _____ day of _____, 2025.

EXHIBIT "A"

All that certain lot or parcel of land situated in the Town of Carrboro, Orange County, North Carolina, and more particularly described as follows:

BEING all of Condominium Unit 1 in Drakeford Library Complex Condominium Project, a Condominium according to Declaration of Covenants, Conditions and Restrictions filed in Deed Book _____, Page ____, Orange County Registry and as may be further amended (hereinafter collectively the "Declaration") together with all of the appurtenances to said units, including the specified **53.6%** undivided interests in and to the common areas of Drakeford Library Complex Condominium Project. The foregoing unit are shown on the plat and plans recorded in Plat Book _____, Pages _____, Orange County Registry. Said Declaration, amendments thereto, and plat and plans are hereby incorporated herein by reference.

Site Address: 203 South Greensboro Street, Carrboro, NC 27510

PIN:

NORTH CAROLINA SPECIAL CONDOMINIUM WARRANTY DEED

 Prepared by: Beemer, Hadler & Willett, P.A.
 Excise Tax: \$EXEMPT

 Return to: Grantee
 Tax Parcel:

 THIS DEED made this ____ day of _____, 2025 by and between

GRANTOR

TOWN OF CARRBORO, a North Carolina municipal corporation, a 46.4% undivided interest, and THE COUNTY OF ORANGE, a body politic and corporate, a political subdivision of the State of North Carolina, a 53.6% undivided interest
 P.O. Box 8181
 Hillsborough, NC 27278

GRANTEE

TOWN OF CARRBORO, a North Carolina municipal corporation 301 W. Main Street Carrboro, NC 27510

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, that certain property in the County of Orange, State of North Carolina more particularly described in EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

All or a portion of the property hereinabove described was acquired by Grantor by instrument recorded in Deed Book 5582, Page 486 and Deed Book _____, Page _____, Orange County Registry.

Title to the property hereinabove described is subject to the following exceptions:

- > All taxes and assessments if any due payable.
- Applicable zoning ordinances and other restrictions and regulations of government authorities.
- All of the terms, conditions, provisions, rights, privileges, obligations, easements and liens set forth and contained in the Declaration of Covenants, Conditions and Restrictions of DRAKEFORD LIBRARY COMPLEX CONDOMINIUM PROJECT recorded in Deed Book _____, Page ____, Orange County Registry and the Bylaws of DRAKEFORD LIBRARY COMPLEX CONDOMINIUM PROJECT, all as now or hereafter may be amended.
- All other restrictions, agreements and easements of record which affect the Condominium.
- Each and all of such easements, rights-of-way, reservations, restrictions on use, and covenants, conditions, and obligations, are incorporated in this Deed by reference, and shall constitute covenants running with the Property inclusive of the Land, equitable servitudes and liens to the extent set forth in said documents as provided by law.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee, their heirs, successors, and assigns, in fee simple.

GRANTOR covenants with the Grantee, that Grantor has done nothing to impair such title as Grantor received, and that Grantor will warrant and defend the title against the lawful claims of all persons claiming by, under or through Grantor, subject to all the terms, provisions, conditions, obligations, limitations, restrictions and easements contained in the aforesaid Declaration, and any amendments thereto and subject to restrictions, easements and rights-of-way of record.

IN WITNESS WHEREOF, the Grantor has duly executed the foregoing as of the day and year set forth below.

SIGNATURE AND ACKNOWLEDGEMENT PAGES TO FOLLOW

[SIGNATURE AND ACKNOWLEDGEMENT TO FOLLOW]

TOWN OF CARRBORO, a North Carolina municipal corporation

BY:	_(SEAL)
Name:	
Title: Town Manager	
Date:	
ATTEST:	
(SEAL)	
By:	
Name: <u>Town Clerk</u>	
Title:	
Date:	
STATE OF NORTH CAROLINA	
COUNTY OF ORANGE	
COUNTION ORANGE	
I,, Not	ary Public for the County of
, State of North Carolina, cert	ify that the
	, personally appeared
before me this day and acknowledged that (s)he	
the Town of Carrboro, a North Carolina munici	
given and as the act of the municipal corporation	
was signed in its name by	, itsTown
Manager, sealed, and attested by (him) (her) as	its I own Clerk.
Witness my hand and official stamp or seal, this	s the day of 2025
whereas my hard and official stamp of seal, the	, 2025.

THE COUNTY OF ORANGE, a body politic and corporate, a political subdivision of the State of North Carolina

_____(Seal) Chair Orange County, North Carolina Board of Commissioners

(Seal)

Laura Jensen, Clerk Orange County, North Carolina Board of Commissioners

STATE OF NORTH CAROLINA

COUNTY OF _____

I, ______, Notary Public for the County of ______, State of North Carolina, certify that LAURA JENSEN, personally appeared before me on the _____ day of ______, 2025 and acknowledged that she is the Clerk to the Board of Orange County, North Carolina, Board of County Commissioners, and to verify Jamezetta Bedford's execution of this North Carolina Special Warranty Deed, conveying real property, that Jamezetta Bedford is Chair of the Orange County Board of Commissioners and signed in that capacity.

Witness my hand and official stamp or seal, this the _____ day of _____, 2025.

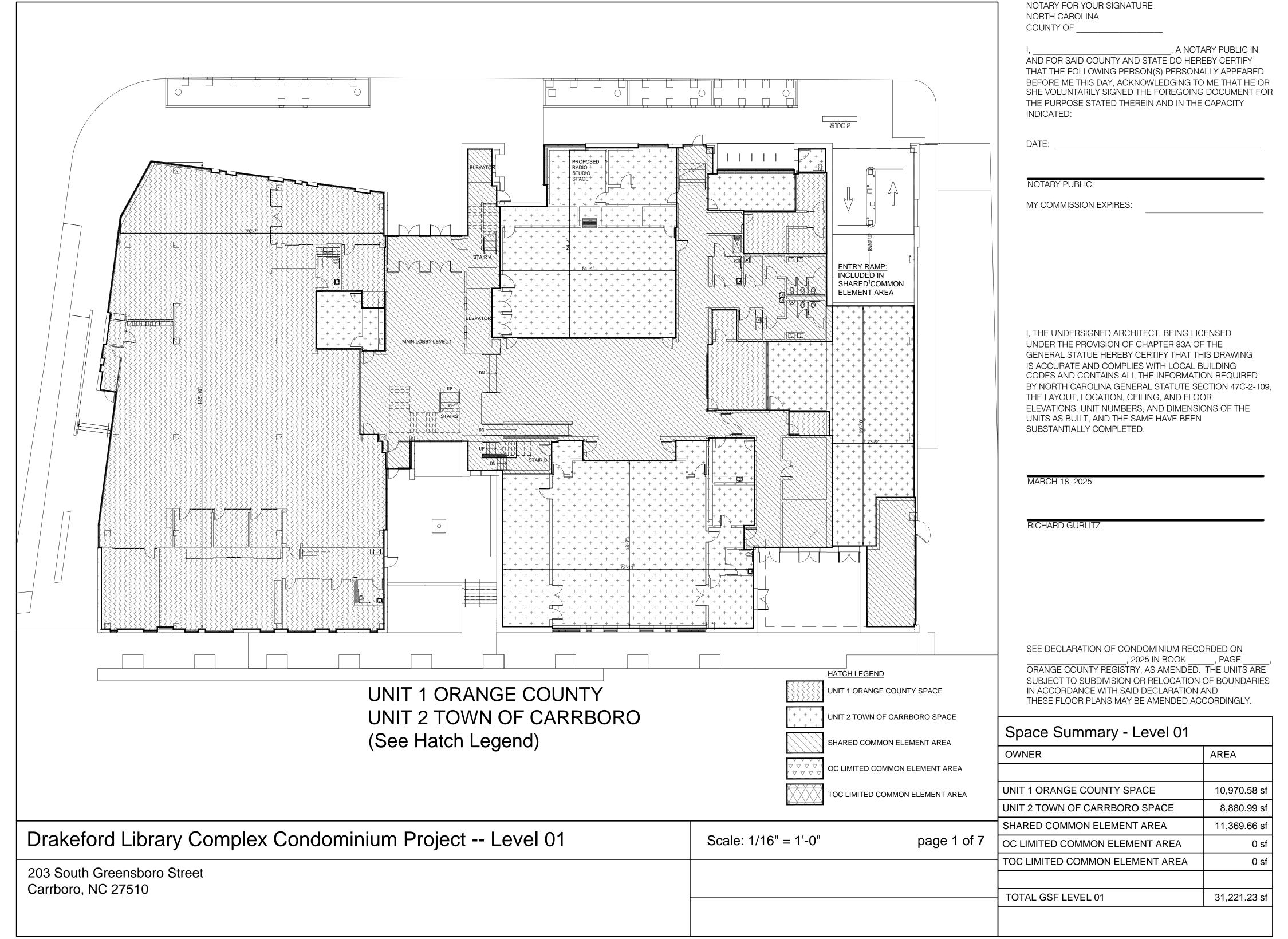
EXHIBIT "A"

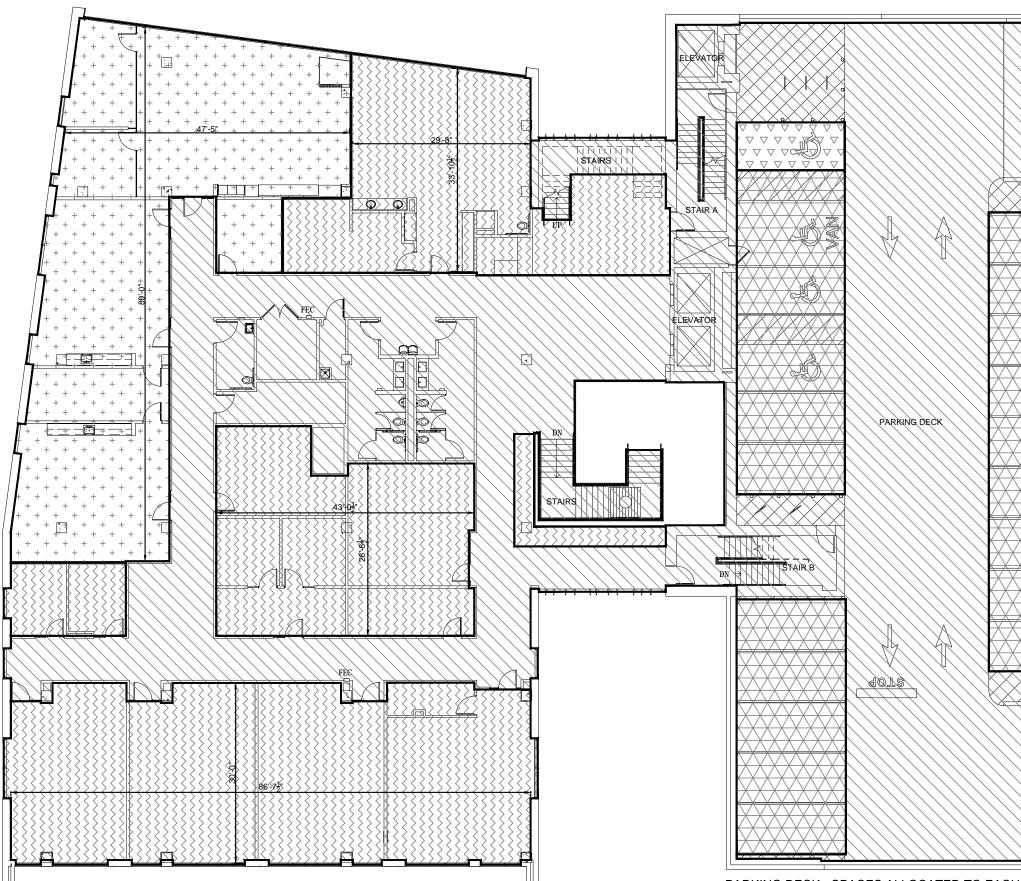
All that certain lot or parcel of land situated in the Town of Carrboro, Orange County, North Carolina, and more particularly described as follows:

BEING all of Condominium Unit 2 in Drakeford Library Complex Condominium Project, a Condominium according to Declaration of Covenants, Conditions and Restrictions filed in Deed Book _____, Page ____, Orange County Registry and as may be further amended (hereinafter collectively the "Declaration") together with all of the appurtenances to said units, including the specified **46.4%** undivided interests in and to the common areas of Drakeford Library Complex Condominium Project. The foregoing unit are shown on the plat and plans recorded in Plat Book _____, Pages _____, Orange County Registry. Said Declaration, amendments thereto, and plat and plans are hereby incorporated herein by reference.

Site Address: 203 South Greensboro Street, Carrboro, NC 27510

PIN:





PARKING DECK - SPACES ALLOCATED TO EACH UN AND 36 SPACES ALLOCATED AS SHARED COMMON

UNIT 1 ORANGE COUNTY UNIT 2 TOWN OF CARRBORO (See Hatch Legend)

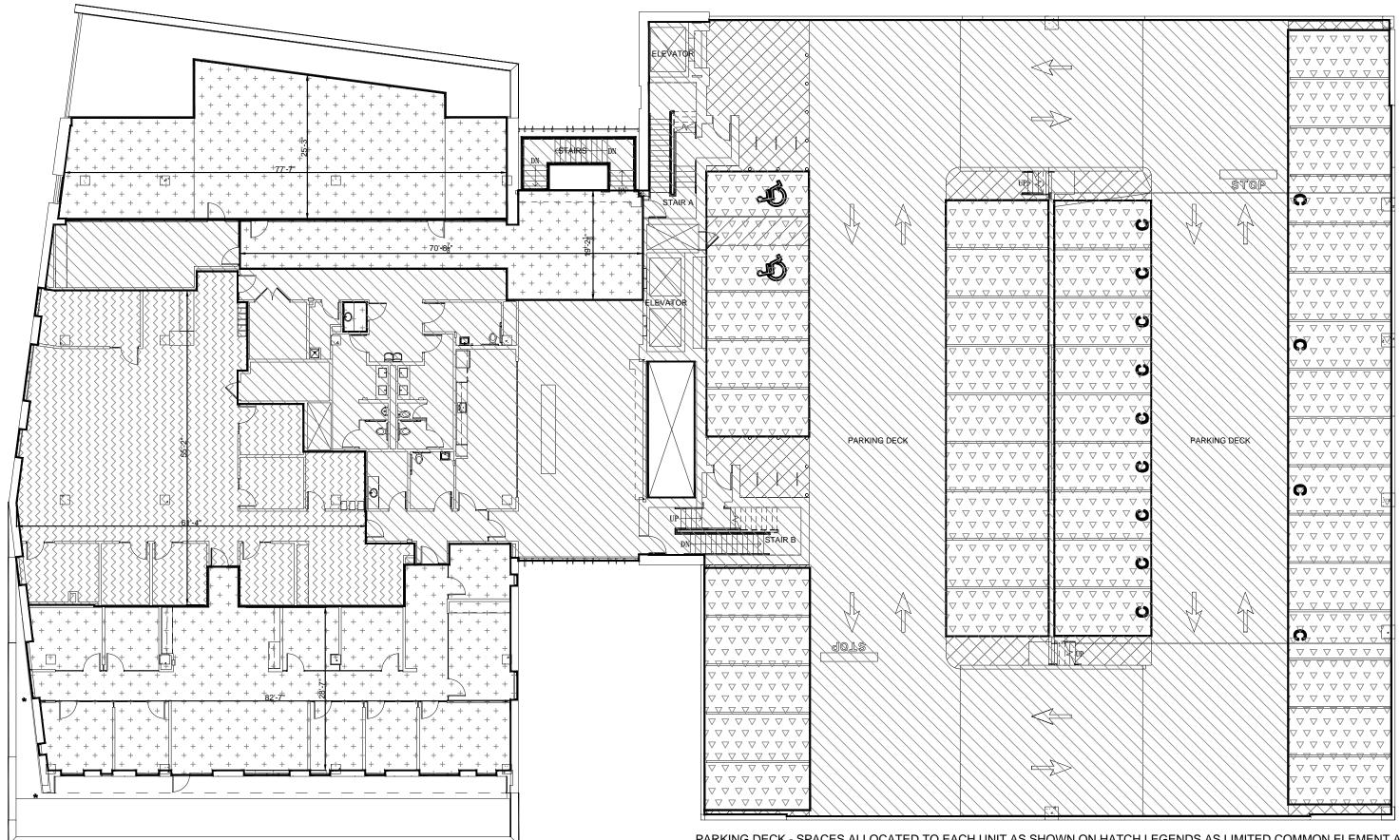
Drakeford Library Complex Condominium Project -- Level 02-P1

203 South Greensboro Street Carrboro, NC 27510 NOTARY FOR YOUR SIGNATURE NORTH CAROLINA COUNTY OF

AND FOR SAID COUNTY AND STATE DO HEREBY CERTIFY THAT THE FOLLOWING PERSON(S) PERSONALLY APPEARED

, A NOTARY PUBLIC IN

			BEFORE ME THIS DAY, ACKNOWLEDGING TO SHE VOLUNTARILY SIGNED THE FOREGOING THE PURPOSE STATED THEREIN AND IN THE INDICATED:	DOCUMENT FOR
			DATE:	
$\langle \rangle \rangle$				
			NOTARY PUBLIC	
$\langle \rangle \rangle$			MY COMMISSION EXPIRES:	
$\left< \right>$				
\bigcirc				
\rightarrow			I, THE UNDERSIGNED ARCHITECT, BEING LIC UNDER THE PROVISION OF CHAPTER 83A OF	- THE
			GENERAL STATUE HEREBY CERTIFY THAT TH	
			CODES AND CONTAINS ALL THE INFORMATIC	ON REQUIRED
			BY NORTH CAROLINA GENERAL STATUTE SE THE LAYOUT, LOCATION, CEILING, AND FLOC	
\times			ELEVATIONS, UNIT NUMBERS, AND DIMENSION UNITS AS BUILT, AND THE SAME HAVE BEEN	
\bigcirc			SUBSTANTIALLY COMPLETED.	
${\longrightarrow}$			MARCH 18, 2025	
\bigotimes				
			RICHARD GURLITZ	
X	XXIII AXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX			
	S SHOWN ON HATCH LEGENDS AS LIMI MENT AREA.	TED COMMON ELEMENT AREA,	SEE DECLARATION OF CONDOMINIUM RECO	
	ł	HATCH LEGEND	, 2025 IN BOOK ORANGE COUNTY REGISTRY, AS AMENDED.	THE UNITS ARE
		JNIT 1 ORANGE COUNTY SPACE	SUBJECT TO SUBDIVISION OR RELOCATION	
			THESE FLOOR PLANS MAY BE AMENDED AC	CORDINGLY.
		JNIT 2 TOWN OF CARRBORO SPACE SHARED COMMON ELEMENT AREA	Space Summary - Level 02-F	21
			OWNER	AREA
		DC LIMITED COMMON ELEMENT AREA		
		FOC LIMITED COMMON ELEMENT AREA	UNIT 1 ORANGE COUNTY SPACE	5,756.12 sf
			UNIT 2 TOWN OF CARRBORO SPACE	2,853.07 sf
			SHARED COMMON ELEMENT AREA	14,828.92 sf
	Scale: 1/16" = 1'-0"	page 2 of 7	OC LIMITED COMMON ELEMENT AREA	144.00 sf
			TOC LIMITED COMMON ELEMENT AREA	6,859.87 sf
			TOTAL GSF LEVEL 02-P1	30,441.98 sf



PARKING DECK - SPACES ALLOCATED TO EACH UNIT AS SHOWN ON HATCH LEGENDS AS LIMITED COMMON ELEMENT AREA; AND 36 SPACES ALLOCATED AS SHARED COMMON ELEMENT AREA.

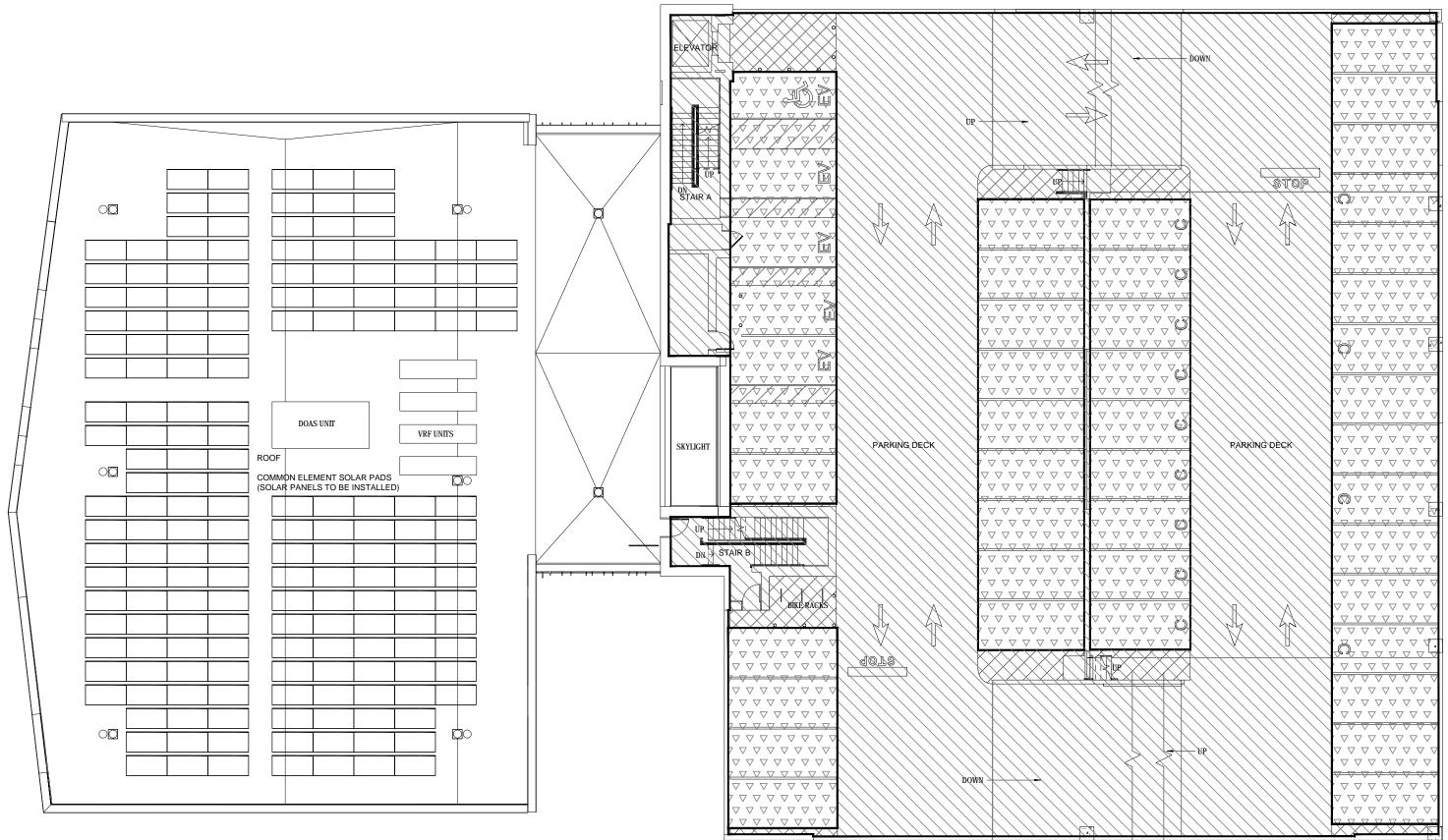
Scale: 1/16" = 1'-0"

UNIT 1 ORANGE COUNTY UNIT 2 TOWN OF CARRBORO (See Hatch Legend)

Drakeford Library Complex Condominium Project -- Level 03-P2

203 South Greensboro Street Carrboro, NC 27510 NOTARY FOR YOUR SIGNATURE NORTH CAROLINA COUNTY OF

	I,, A NOT AND FOR SAID COUNTY AND STATE DO HEF THAT THE FOLLOWING PERSON(S) PERSON BEFORE ME THIS DAY, ACKNOWLEDGING TO SHE VOLUNTARILY SIGNED THE FOREGOING THE PURPOSE STATED THEREIN AND IN THE INDICATED:	ALLY APPEARED O ME THAT HE OR G DOCUMENT FOF
	DATE:	
	NOTARY PUBLIC	
	MY COMMISSION EXPIRES:	
	I, THE UNDERSIGNED ARCHITECT, BEING LIC	
	UNDER THE PROVISION OF CHAPTER 83A O	F THE
	GENERAL STATUE HEREBY CERTIFY THAT TH	
	CODES AND CONTAINS ALL THE INFORMATI	ON REQUIRED
	BY NORTH CAROLINA GENERAL STATUTE SE THE LAYOUT, LOCATION, CEILING, AND FLO	
	ELEVATIONS, UNIT NUMBERS, AND DIMENSI	ONS OF THE
	UNITS AS BUILT, AND THE SAME HAVE BEEN SUBSTANTIALLY COMPLETED.	
	MARCH 18, 2025	
	RICHARD GURLITZ	_
D COMMON ELEMENT AREA;	SEE DECLARATION OF CONDOMINIUM RECO	ORDED ON
	, 2025 IN BOOK ORANGE COUNTY REGISTRY, AS AMENDED.	
TCH LEGEND	SUBJECT TO SUBDIVISION OR RELOCATION	OF BOUNDARIES
T 1 ORANGE COUNTY SPACE	IN ACCORDANCE WITH SAID DECLARATION . THESE FLOOR PLANS MAY BE AMENDED AC	
IT 2 TOWN OF CARRBORO SPACE		· _·· _ · ·
	Space Summary - Level 03-	P2
ARED COMMON ELEMENT AREA	OWNER	AREA
LIMITED COMMON ELEMENT AREA		
C LIMITED COMMON ELEMENT AREA	UNIT 1 ORANGE COUNTY SPACE	2,854.44 sf
	UNIT 2 TOWN OF CARRBORO SPACE	5,212.31 sf
	SHARED COMMON ELEMENT AREA	14,241.13 sf
page 3 of 7	OC LIMITED COMMON ELEMENT AREA	6,750.62 sf
	TOC LIMITED COMMON ELEMENT AREA	0 sf
		1
	TOTAL GSF LEVEL 03-P2	29,058.50 sf
		•



PARKING DECK - SPACES ALLOCATED TO EACH UNIT AS SHOWN ON HATCH LEGENDS AS LIMITED COMMON ELEMENT AREA; AND 36 SPACES ALLOCATED AS SHARED COMMON ELEMENT AREA.

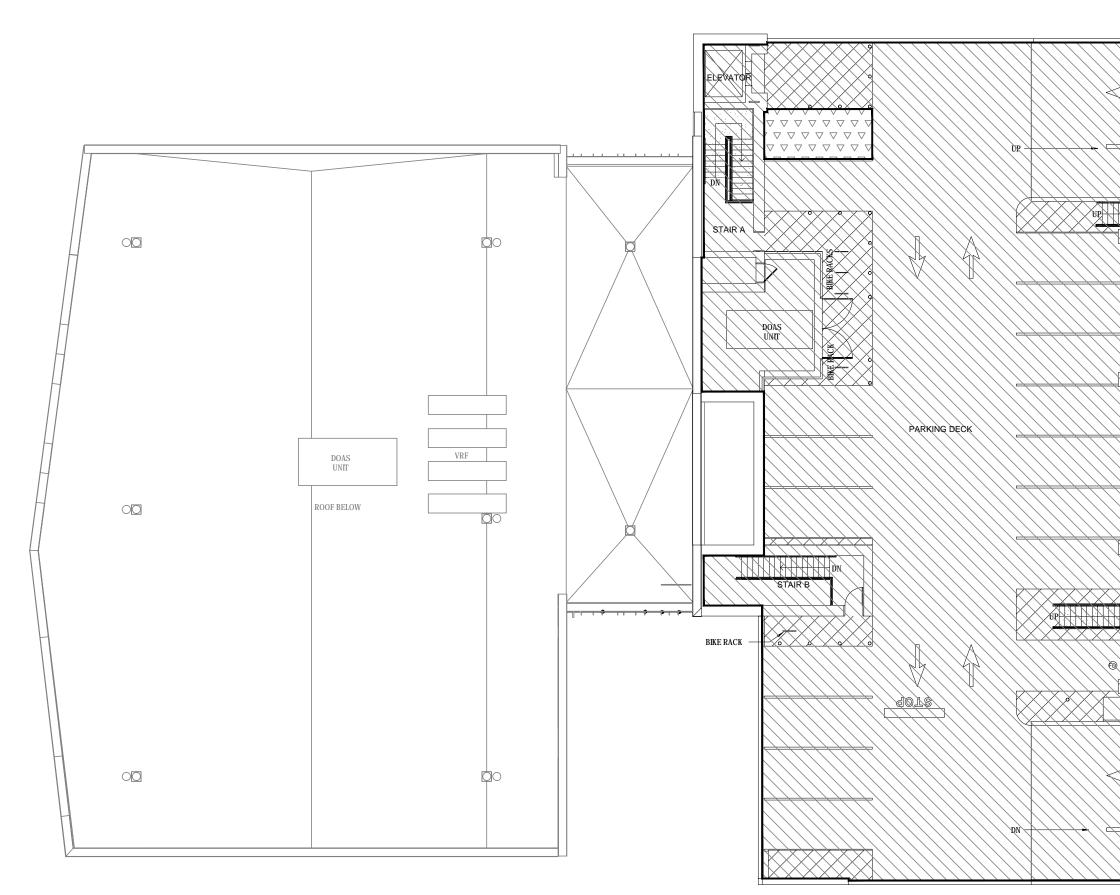
Scale: 1/16" = 1'-0"

UNIT 1 ORANGE COUNTY UNIT 2 TOWN OF CARRBORO (See Hatch Legend)

Drakeford Library Complex Condominium Project -- Level P3

203 South Greensboro Street Carrboro, NC 27510 NOTARY FOR YOUR SIGNATURE NORTH CAROLINA COUNTY OF

	I,, A NOT AND FOR SAID COUNTY AND STATE DO HEF THAT THE FOLLOWING PERSON(S) PERSON BEFORE ME THIS DAY, ACKNOWLEDGING TO SHE VOLUNTARILY SIGNED THE FOREGOINO THE PURPOSE STATED THEREIN AND IN THE INDICATED:	ALLY APPEARED D ME THAT HE OR G DOCUMENT FOR	
	DATE:		
	NOTARY PUBLIC		
	MY COMMISSION EXPIRES:		
	I, THE UNDERSIGNED ARCHITECT, BEING LICENSED UNDER THE PROVISION OF CHAPTER 83A OF THE GENERAL STATUE HEREBY CERTIFY THAT THIS DRAWING IS ACCURATE AND COMPLIES WITH LOCAL BUILDING CODES AND CONTAINS ALL THE INFORMATION REQUIRED BY NORTH CAROLINA GENERAL STATUTE SECTION 47C-2-109, THE LAYOUT, LOCATION, CEILING, AND FLOOR ELEVATIONS, UNIT NUMBERS, AND DIMENSIONS OF THE UNITS AS BUILT, AND THE SAME HAVE BEEN SUBSTANTIALLY COMPLETED.		
	MARCH 18, 2025		
	WATOT 10, 2020		
	RICHARD GURLITZ		
NDS AS LIMITED COMMON ELEMENT AREA;	SEE DECLARATION OF CONDOMINIUM RECO		
HATCH LEGEND UNIT 1 ORANGE COUNTY SPACE	, 2025 IN BOOK ORANGE COUNTY REGISTRY, AS AMENDED. SUBJECT TO SUBDIVISION OR RELOCATION IN ACCORDANCE WITH SAID DECLARATION. THESE FLOOR PLANS MAY BE AMENDED AC	THE UNITS ARE OF BOUNDARIES AND	
	Space Summary - Level P3		
SHARED COMMON ELEMENT AREA	OWNER	AREA	
$\nabla \nabla \nabla \nabla \nabla \nabla \nabla$, $\nabla \nabla \nabla \nabla \nabla \nabla$ OC LIMITED COMMON ELEMENT AREA			
TOC LIMITED COMMON ELEMENT AREA	UNIT 1 ORANGE COUNTY SPACE	0 sf	
\times \times \times \times \times	UNIT 2 TOWN OF CARRBORO SPACE	0 sf	
	SHARED COMMON ELEMENT AREA	10,371.11 sf	
= 1'-0" page 4 of 7	OC LIMITED COMMON ELEMENT AREA	7,074.16 sf	
	TOC LIMITED COMMON ELEMENT AREA	0 sf	
	– TOTAL GSF LEVEL P3	17,445.27 sf	

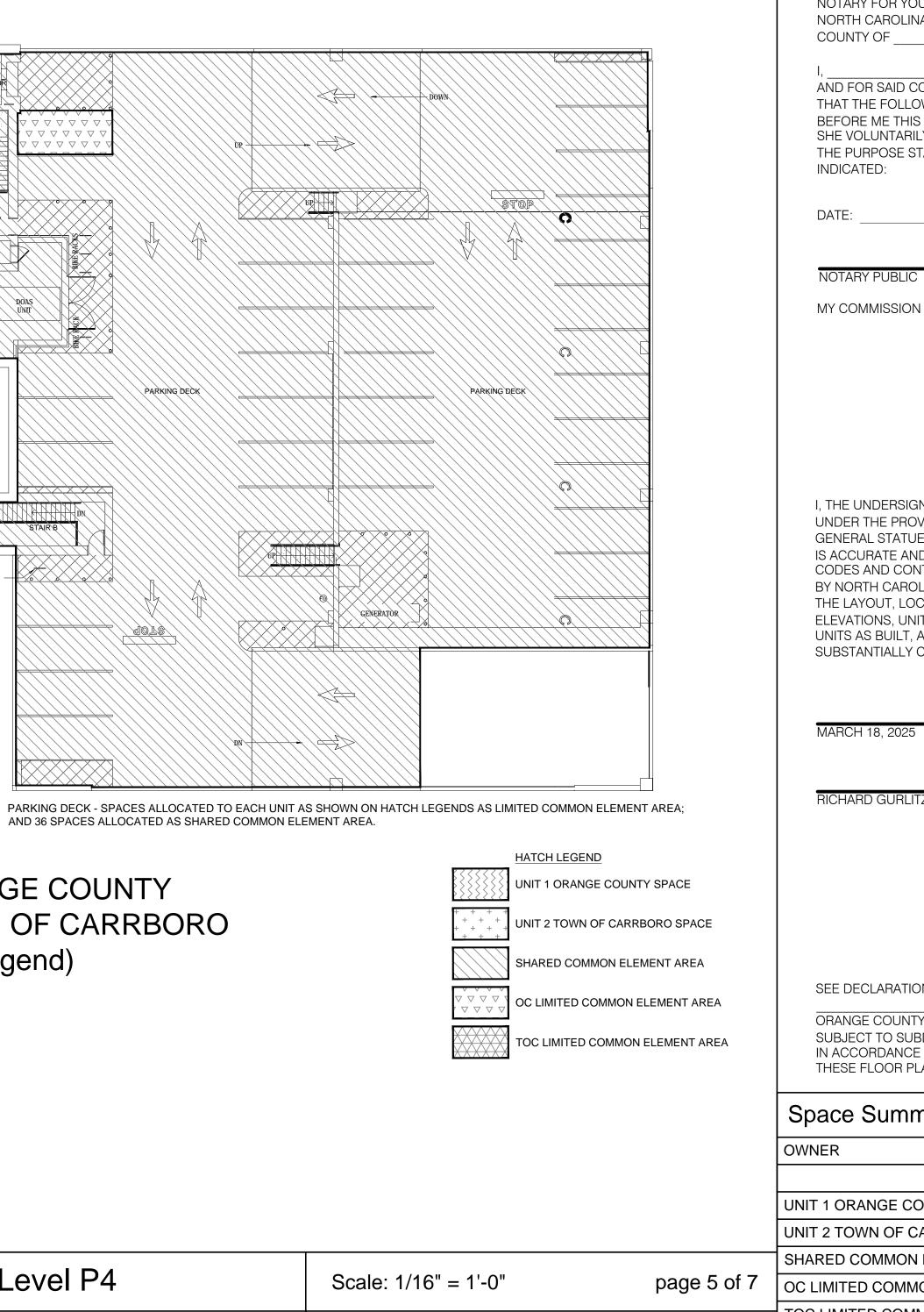


Building Summary - All Levels	
OWNER	AREA
UNIT 1 ORANGE COUNTY SPACE	19,581.14 sf
UNIT 2 TOWN OF CARRBORO SPACE	16,946.37 sf
SHARED COMMON ELEMENT AREA	66,959.31 sf
OC LIMITED COMMON ELEMENT AREA	14,118.52 sf
TOC LIMITED COMMON ELEMENT AREA	6,859.87 sf
TOTAL GSF	124,465.21 sf

UNIT 1 ORANGE COUNTY UNIT 2 TOWN OF CARRBORO (See Hatch Legend)

Drakeford Library Complex Condominium Project -- Level P4

203 South Greensboro Street Carrboro, NC 27510

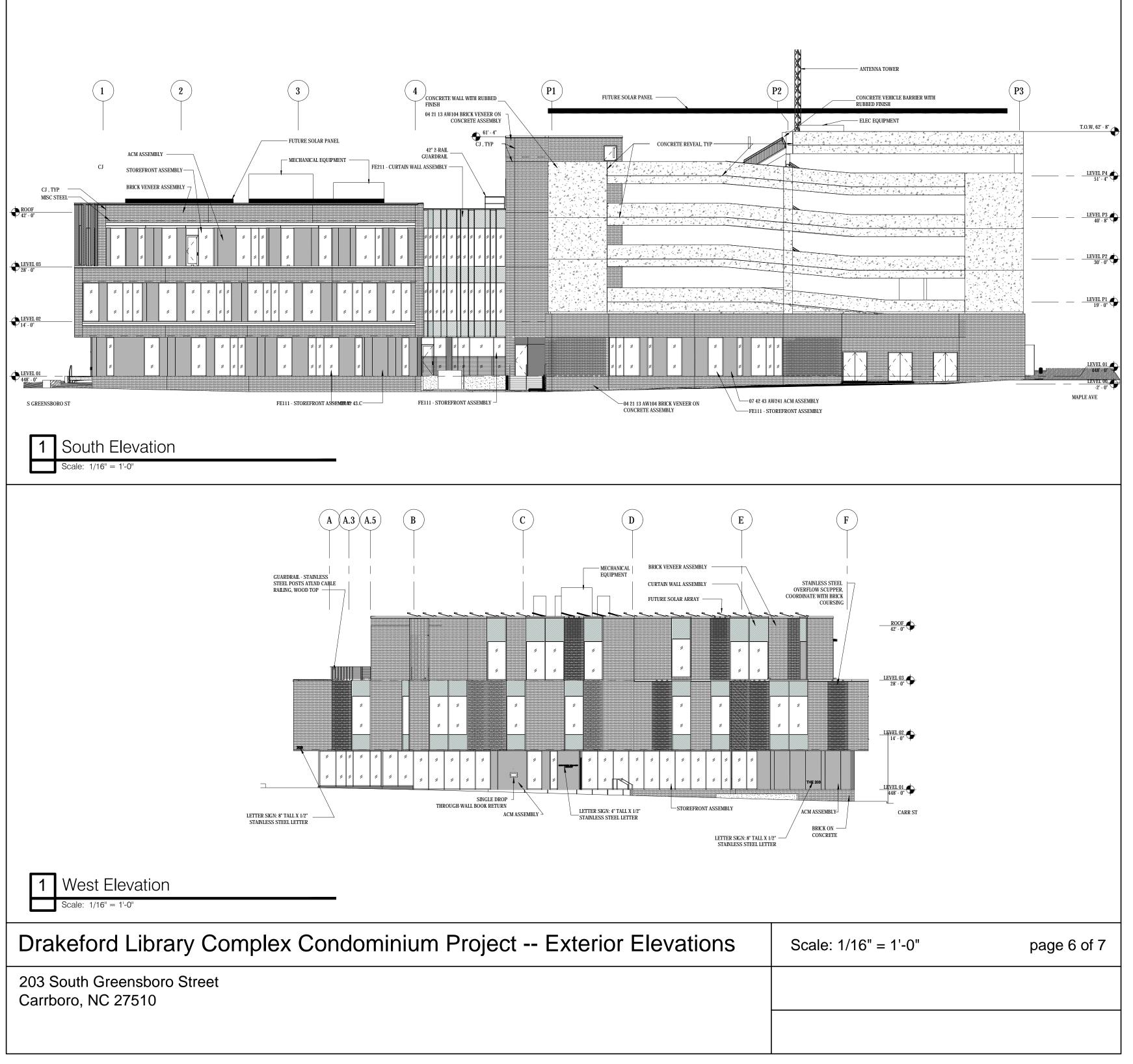


NOTARY FOR YOUR SIGNATURE NORTH CAROLINA

	I,, A NOTA AND FOR SAID COUNTY AND STATE DO HER THAT THE FOLLOWING PERSON(S) PERSONA BEFORE ME THIS DAY, ACKNOWLEDGING TO SHE VOLUNTARILY SIGNED THE FOREGOING THE PURPOSE STATED THEREIN AND IN THE INDICATED:	ALLY APPEARED ME THAT HE OR DOCUMENT FOR
	DATE:	
	NOTARY PUBLIC	
	I, THE UNDERSIGNED ARCHITECT, BEING LIC UNDER THE PROVISION OF CHAPTER 83A OF GENERAL STATUE HEREBY CERTIFY THAT TH IS ACCURATE AND COMPLIES WITH LOCAL B CODES AND CONTAINS ALL THE INFORMATIC BY NORTH CAROLINA GENERAL STATUTE SE THE LAYOUT, LOCATION, CEILING, AND FLOC ELEVATIONS, UNIT NUMBERS, AND DIMENSIC UNITS AS BUILT, AND THE SAME HAVE BEEN SUBSTANTIALLY COMPLETED.	THE IS DRAWING UILDING DN REQUIRED CTION 47C-2-109, DR
	MARCH 18, 2025	
	RICHARD GURLITZ	
	SEE DECLARATION OF CONDOMINIUM RECO , 2025 IN BOOK ORANGE COUNTY REGISTRY, AS AMENDED. SUBJECT TO SUBDIVISION OR RELOCATION OF IN ACCORDANCE WITH SAID DECLARATION A THESE FLOOR PLANS MAY BE AMENDED ACC	, PAGE, THE UNITS ARE OF BOUNDARIES ND
	Space Summary - Level P4	
	OWNER	AREA
	UNIT 1 ORANGE COUNTY SPACE	0 sf
	UNIT 2 TOWN OF CARRBORO SPACE	0 sf
	SHARED COMMON ELEMENT AREA	16,148.47 sf
7	OC LIMITED COMMON ELEMENT AREA	149.75 sf
	TOC LIMITED COMMON ELEMENT AREA	0 sf

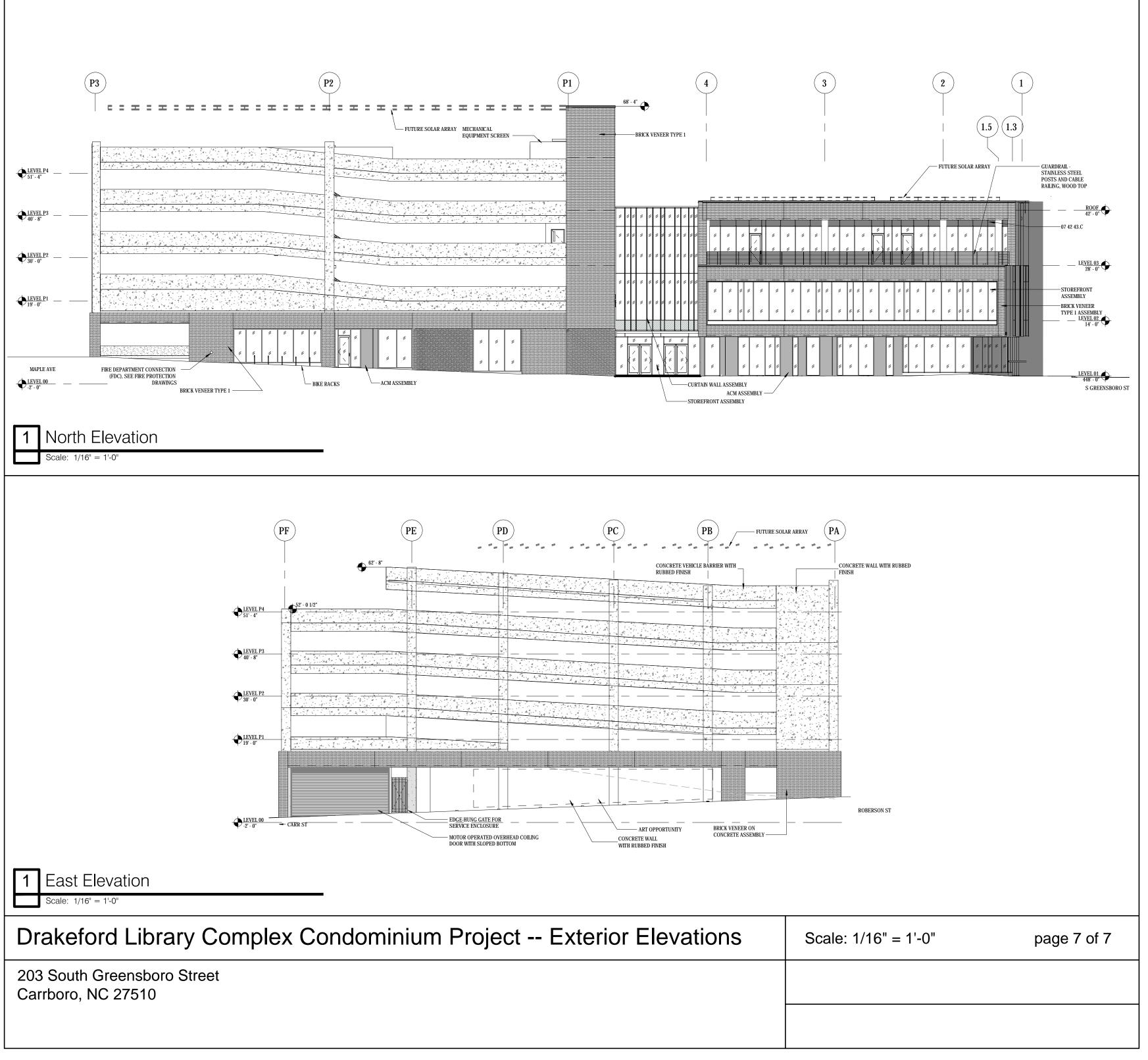
TOTAL GSF LEVEL P4

16,298.22 sf



NOTARY FOR YOUR SIGNATURE NORTH CAROLINA COUNTY OF

	I,, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE DO HEREBY CERTIFY THAT THE FOLLOWING PERSON(S) PERSONALLY APPEARED BEFORE ME THIS DAY, ACKNOWLEDGING TO ME THAT HE OR SHE VOLUNTARILY SIGNED THE FOREGOING DOCUMENT FOR THE PURPOSE STATED THEREIN AND IN THE CAPACITY		
^{7, 62' - 8"}	INDICATED:		
VEI DA 📥	DATE:		
<u>VEL P4</u> 51' - 4"	NOTARY PUBLIC		
VEL P3 40' - 8"			
VEL P2 30' - 0"			
<u>VEL P1</u>			
VEL 01 448 - 0 -2' - 0"	I, THE UNDERSIGNED ARCHITECT, BEING LICENSED UNDER THE PROVISION OF CHAPTER 83A OF THE GENERAL STATUE HEREBY CERTIFY THAT THIS DRAWING IS ACCURATE AND COMPLIES WITH LOCAL BUILDING CODES AND CONTAINS ALL THE INFORMATION REQUIRED BY NORTH CAROLINA GENERAL STATUTE SECTION 47C-2-109, THE LAYOUT, LOCATION, CEILING, AND FLOOR ELEVATIONS, UNIT NUMBERS, AND DIMENSIONS OF THE UNITS AS BUILT, AND THE SAME HAVE BEEN SUBSTANTIALLY COMPLETED.		
	MARCH 18, 2025		
	RICHARD GURLITZ		
	SEE DECLARATION OF CONDOMINIUM RECORDED ON		
	, 2025 IN BOOK, PAGE, ORANGE COUNTY REGISTRY, AS AMENDED. THE UNITS ARE SUBJECT TO SUBDIVISION OR RELOCATION OF BOUNDARIES IN ACCORDANCE WITH SAID DECLARATION AND THESE FLOOR PLANS MAY BE AMENDED ACCORDINGLY.		
7			
1			



NOTARY FOR YOUR SIGNATURE NORTH CAROLINA COUNTY OF

I,, A NOTARY PUBLIC IN
AND FOR SAID COUNTY AND STATE DO HEREBY CERTIFY
THAT THE FOLLOWING PERSON(S) PERSONALLY APPEARED
BEFORE ME THIS DAY, ACKNOWLEDGING TO ME THAT HE OR SHE VOLUNTARILY SIGNED THE FOREGOING DOCUMENT FOR THE PURPOSE STATED THEREIN AND IN THE CAPACITY INDICATED:

DATE:

NOTARY PUBLIC

MY COMMISSION EXPIRES:

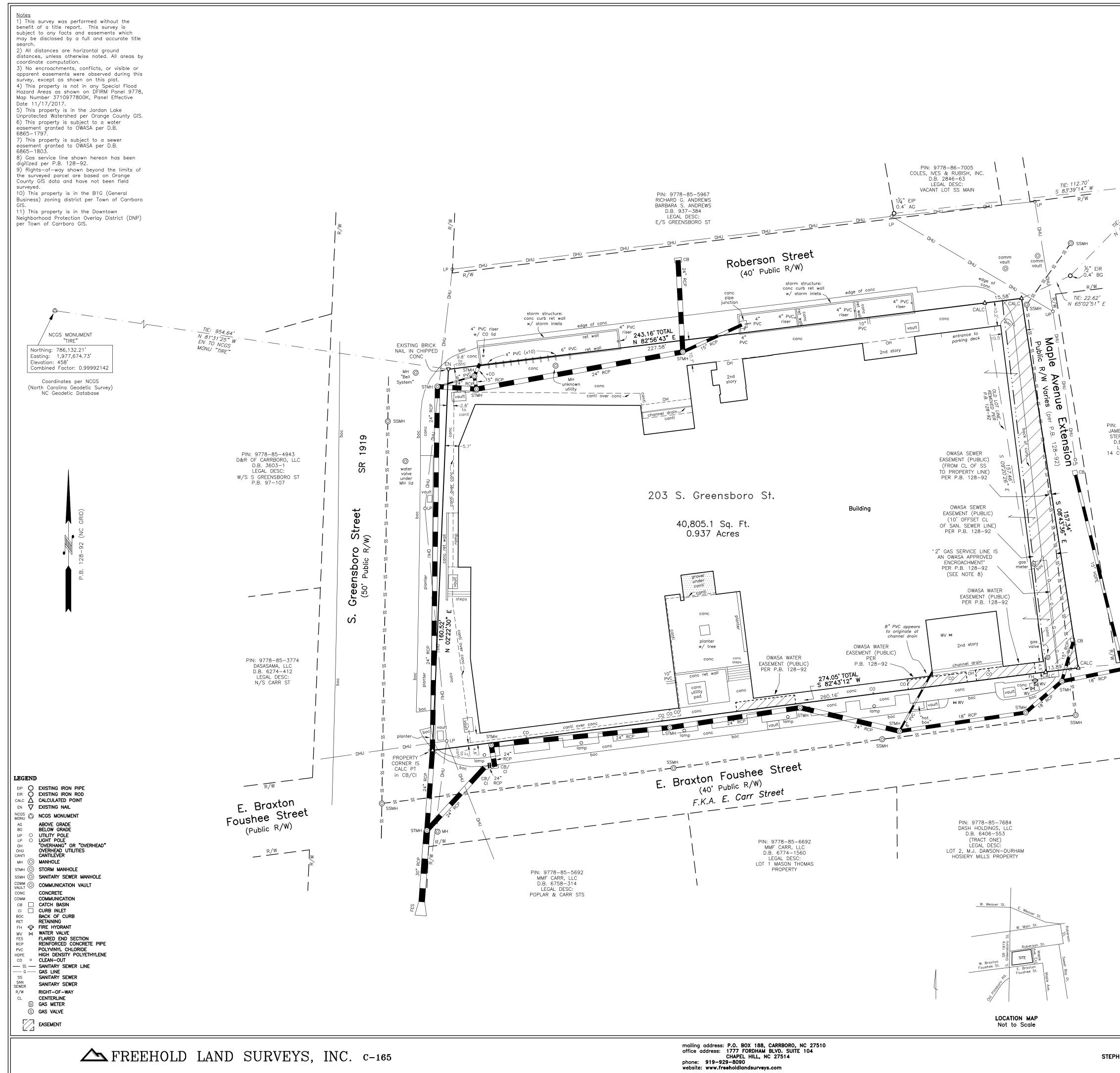
I, THE UNDERSIGNED ARCHITECT, BEING LICENSED UNDER THE PROVISION OF CHAPTER 83A OF THE GENERAL STATUE HEREBY CERTIFY THAT THIS DRAWING IS ACCURATE AND COMPLIES WITH LOCAL BUILDING CODES AND CONTAINS ALL THE INFORMATION REQUIRED BY NORTH CAROLINA GENERAL STATUTE SECTION 47C-2-109, THE LAYOUT, LOCATION, CEILING, AND FLOOR ELEVATIONS, UNIT NUMBERS, AND DIMENSIONS OF THE UNITS AS BUILT, AND THE SAME HAVE BEEN SUBSTANTIALLY COMPLETED.

MA	RCH	18,	2025

RICHARD GURLITZ

SEE DECLARATION OF CONDOMINIUM RECORDED ON 2025 IN BOOK . PAGE ORANGE COUNTY REGISTRY, AS AMENDED. THE UNITS ARE

SUBJECT TO SUBDIVISION OR RELOCATION OF BOUNDARIES IN ACCORDANCE WITH SAID DECLARATION AND THESE FLOOR PLANS MAY BE AMENDED ACCORDINGLY.



PRELIMINARY PLAT - NOT FOR RECORDATION, CONVEYANCES	I CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (BOUNDARY DESCRIPTION RECORDED IN SOURCES NOTED HEREON); THAT THE BOUNDARIES NOT SURVEYED ARE INDICATED AS DRAWN FROM SOURCES NOTED HEREON; THAT THE RATIO OF PRECISION IS 1:10,000 OR BETTER; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47–30 AS AMENDED.
OR SALES	 I FURTHER CERTIFY: A. THAT THE SURVEY CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND. B. THAT THE SURVEY IS LOCATED IN A PORTION OF A COUNTY OR MUNICIPALITY THAT IS UNREGULATED AS TO AN ORDINANCE THAT REGULATES PARCELS OF LAND. C. ANY ONE OF THE FOLLOWING: THAT THE SURVEY IS OF AN EXISTING PARCEL OR PARCELS OF LAND OR ONE OR MORE EXISTING EASEMENTS AND DOES NOT CREATE A NEW STREET OR CHANGE AN EXISTING STREET THAT THE SURVEY IS OF AN EXISTING FEATURE, SUCH AS A BUILDING OR OTHER STRUCTURE OR NATURAL FEATURE, SUCH AS A WATERCOURSE. THAT THE SURVEY IS OF A PROPOSED EASEMENT FOR A PUBLIC UTILITY AS DEFINED IN G.S. 62-3. D. THAT THE SURVEY IS OF ANOTHER CATEGORY, SUCH AS THE RECOMBINATION OF EXISTING PARCELS, A COURT-ORDERED SURVEY, OR OTHER EXEMPTION OR EXCEPTION TO THE DEFINITION OF SUBDIVISION. E. THAT THE INFORMATION AVAILABLE TO THE SURVEYOR IS SUCH THAT THE SURVEYOR IS
5%" EIR 0.7' BG	UNABLE TO MAKE A DETERMINATION TO THE SOLVETOR IS SURVEYOR'S PROFESSIONAL ABILITY AS TO PROVISIONS CONTAINED IN (A) THROUGH (D) ABOVE. WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER, AND SEAL THIS DAY OF, 2025.
E 74,09, VE A 41,221	STEPHEN M. HALLSTROM PROFESSIONAL LAND SURVEYOR L-5083
9778–85–8826 IS M. RUMFELT PHEN D. MILLS	
. 3273–313 GAL DESC: DBB ROBERSON	
R/W	
<u>R/W</u>	Drakeford Library Complex Condominium Project
	(Property of Town of Carrboro & Orange County)
	PROPERTY ADDRESS: 203 S. GREENSBORO STREET PIN REFERENCE: 9778-85-7942 LEGAL DESC: NE INT GREENSBORO & CARR ST DEED REFERENCES: 5582-486; 6864-964; 6864-965 (MERGE) PLAT REFERENCES: 94-24; 128-92
	OWNERS' ADDRESSES: TOWN OF CARRBORO ORANGE COUNTY 301 W. MAIN ST. C/O COUNTY MANAGER CARRBORO, NC 27510 300 W. TRYON ST. HILLSBOROUGH, NC 27278
	CHAPEL HILL TOWNSHIP ORANGE COUNTY NORTH CAROLINA
	PLAT REV DATE: MARCH 3, 2025 PLAT REV DATE: FEB. 14, 2025 PLAT DATE: JAN. 29, 2025 SCALE: 1" = 20' SURVEY DATE: DEC. 12, 2024

MEMORANDUM OF UNDERSTANDING ("MOU") between ORANGE COUNTY and TOWN OF CARRBORO

The Parties acknowledge that the facility is subject to the Declaration of Covenants, Conditions, and Restrictions and related Bylaws governing the Drakeford Library Complex Condominium. This MOU supplements those documents by outlining operational responsibilities and procedures specific to the joint use of the facility. In the event of a conflict, the Parties will confer in good faith to align this MOU with the Condominium Documents while preserving its operational intent.

I. PURPOSE AND SCOPE

The purpose of this MOU is to clearly identify the roles and responsibilities of each party as they relate to the development, administration and use of that property located at 203 South Greensboro Street, Carrboro, NC. This Memorandum of Understanding is to supplement those terms and conditions in the "Declaration of Covenants, Conditions, and Restriction of 203 South Greensboro Street Project, A Condominium" which have been duly recorded with the Orange County, NC, Register of Deeds. In particular, this MOU is intended to define and delineate roles and responsibilities, outline communication, financial, and other expectations of the parties use of the facility located at 203 South Greensboro Street, Carrboro, NC

II. PARTIES

The parties to this Memorandum of Understanding are: Orange County ("the County") and Town of Carrboro (or "Carrboro").

III. BACKGROUND

Carrboro and Orange County jointly own the property consisting of 0.883 acres, more or less, surveyed as "Fakhoury Property" per "Recombination Map of Fakhoury Property" surveyed by Kenneth Close, Inc. recorded in Plat Book 94, Page 24, Orange County Registry, the same being assigned PIN: 9778-85-7932. A Declaration of Covenants, Conditions and Restrictions has been filed with the Register of Deeds and is located under INSERT INFO HERE

IV. EXECUTIVE COMMITTEE

 The Executive Committee, as discussed in the Declaration of Covenants, Conditions and Restrictions, consists of the Town Manager and the County Manager. The Executive Committee will establish and appoint members to a committee known as the Drakeford Facility Operations Committee, who will be responsible for the daily operations of the facility and developing a document containing standard operating procedures, emergency protocols, guidelines for shared spaces, and any other items related to the daily operations of the facility, which will hereafter be known as the Drakeford Policies and Procedures Manual.

- 2.) The Executive Committee will approve the Drakeford Policies and Procedures Manual. The Town and County agree to follow the established operational guidelines detailed in the Drakeford Policies and Procedures Manual for the joint operation of the facility. The Drakeford Policies and Procedures Manual will be reviewed and updated periodically to maintain efficiency and compliance with applicable regulations. In the event changes are needed, the Drakeford Facility Operations Committee will work together to make changes and seek approval from the Executive Committee. In the event there is a disagreement on the changes or conditions of the guidelines, the Executive Committee will meet to discuss and determine the changes.
- 3.) County shall have unlimited access to that portion of the building shown on those sections marked on Exhibit 1 denoted as "County."
- 4.) Town of Carrboro shall have unlimited access to that portion of the building shown on those sections marked on Exhibit 1 denoted as "Town of Carrboro."
- 5.) Both County and Town of Carrboro shall have unlimited joint access to that portion known as the "Common Area" marked on Exhibit 1.
- 6.) The County and Carrboro agree to include a Room and Space Sharing Agreement in the Drakeford Policies and Procedures Manual that will be mutually beneficial to both parties.
- 7.) Utilities for the entire building, including the two Units and Common Area or Common Elements will operate on one service meter for each separate utility serving the entire building. The County will be responsible for paying all single meter utilities for the building, including the Units and Common Area or Common Elements and then seek reimbursement at the agreed upon split, 53.6% for the County and 46.4% for the Town.
- 8.) The County shall be responsible for providing Custodial services to the facility, including Units and Common Areas or Common Elements
- 9.) The Town shall be responsible for providing security services for the facility.
- 10.) The Town shall be responsible for the maintenance, repair and for contractually engaging all public Wi-Fi in Common Area or Common Element spaces and will be reimbursed by the County as set forth in Section IV, 7 below. The Town and County shall each be responsible for the repair and maintenance of all IT systems in its designated Unit space.
- 11.) Maintenance: The Town will be responsible for all maintenance of the Common Areas or Common Elements and all building-wide systems that service Town and County space, including but not limited to the parking garage, HVAC, Fire alarm, badge readers, cameras, plumbing, landscaping, remedial work, repairs or warranty work. The Town shall have sole control and discretion in the work to be performed and costs of the same. Notwithstanding in the event a single expense estimated to be in excess of five thousand dollars (\$5000.00), the parties will communicate with each other and agree to the expense prior to engaging the vendor unless it is an emergency requiring immediate action for maintenance or repair.
- 12.) Maintenance and repair of the portion of the building designated to be a Unit for the separate use of the Town or County, shall be borne by the party designated to use the

separate Unit, including all maintenance and repairs not associated with building-wide systems, such as repair of all finishes (walls, floors, ceiling).

- 13.) On a monthly basis, all costs incurred throughout the month will be totaled, and one request for reimbursement will be sent to the Town. Reimbursements should be paid through electronic funds transfer. All invoices that make up the total reimbursement request will be included as backup documentation. All charges will be billed at the split 53.6% County and 46.4% Town.
- 14.) Consistent with Paragraph 8 above, each party shall be responsible for any work to be performed and any costs associated with the same, in its respective areas described in Paragraphs 2 and 3 above. If repairs affect facility wide building systems (i.e. fire alarm) the party conducting the repairs will facilitate work and interrupts with the other party, to not affect their operation to the best of their ability. If interruptions are an emergency, the party conducting the repair will communicate to their best of their ability to the other party.
- 15.) With regard to casualty insurance, and material damage or destruction of the building:
 - a. The Town will secure a single policy and agree to maintain casualty insurance for the replacement cost of the structure and liability insurance for \$1M/\$2M. The Town will ensure the gap policy extends until such time as the Condominium is filed of record and both the Town and County are Unit Owners.
 - b. The Town will obtain coverage based on the valuation of the building and provide that valuation report to the County.
 - c. The Town will obtain coverage from an insurer authorized in the state with a current A.M Best's rating of no less than A:VII, unless otherwise acceptable to both parties.
 - d. The Town will provide a copy of the insurance quote to the County, with the additionally insured endorsement.
 - e. The following language will be used to list Orange County as additional insured: Orange County, its officers, officials, agents, employees and agents are designated as additionally insured.
 - f. The Town will ensure that Orange County can file claims under the Town's insurance policy.
 - g. Cost of insurance born by the Town and County based on their agreed upon Condominium Unit ownership share of the structure. Upon submission of an invoice by the Town to the County showing the insurance amount due, a check or electronic payment method for reimbursement from the County to the Town within 30 days after presentation.
 - h. In the event of damage or loss
 - i. the party whose Units damaged is responsible for the uninsured costs (deductible, and any overage); and
 - ii. each party is responsible for restoration
 - In the event of a catastrophic or total loss, the parties to mutually agree to either:
 (i) rebuild, sharing the uninsured costs based on ownership shares, or (ii) distribute the insurance proceed and sell the land based on respective ownership interests.
- 16.) In the event an incident is reported to a party, the respective party will follow their internal incident reporting procedures. If the incident is related to the other party's

operation or ownership responsibilities, the other party will communicate immediately about the incident for any necessary follow-up and remediation.

- 17.) Elections:
 - a. The multipurpose rooms (151A and 151B) located within the facility shall serve as official election sites for local, state, and federal elections, including early voting, as determined by the Orange County Board of Elections. Orange County shall be responsible for coordinating with the Town and the appropriate election authorities to ensure the rooms are prepared and compliant with all applicable laws and accessibility requirements. Orange County shall further be responsible for all necessary equipment, security, and operational support during election periods. The Town shall provide logistical support, including but not limited to facility access and public notification, as requested by the County. The parties acknowledge that use of the multipurpose rooms for election purposes is a priority use and shall take precedence over all other scheduled activities during such periods. In the event of a scheduling conflict, including but not limited to prescheduled conferences or events, the Town shall reschedule or relocate such events to allow for uninterrupted use of the multipurpose rooms for election-related activities.
 - b. The parties acknowledge that use of rooms 207 and 219 by the Town during election periods is a priority use and shall take precedence over all other scheduled activities during such periods. In the event of a scheduling conflict, including but not limited to pre-scheduled conferences or events, the County shall reschedule or relocate such events to allow for uninterrupted use of rooms 207 and 219 for Town programming.
- 18.) Security and Building Conduct: The County and the Town agree to collaborate on the development of a comprehensive Conduct and Courtesy plan for the facility, which will be a part of the Drakeford Policies and Procedures Manual. Each party shall be responsible for implementing security measures related to the plan within their respective designated areas, while joint responsibility will be shared for common areas.
- 19.) Neither Town nor County shall be liable to the other for any property damage sustained by the other, personal injury to the other or to its officers, agents and employees, irrespective of how such injury or damage may be caused, whether from action of the elements or acts of negligence of the occupants of adjacent properties, or any other persons; provided that nothing contained herein shall relieve either Town or the County of the consequences of its own negligence to the extent provided by law.
- 20.) Employees of both the County and Town acknowledge that they shall not be agents or employees of the other entity when responding to an incident pursuant to this Memorandum of Understanding.
- 21.) Town and the County shall be responsible for payment of workers' compensation benefits only to their own respective employees.
- 22.) The Parties shall at all times remain in compliance with all applicable local, state, and federal laws, rules, and regulations including but not limited to all state and federal non-discriminations laws, policies, rules.
- 23.) Modification of this MOU must be in writing and approved by both parties.

24.) This MOU and any exhibits and amendments attached hereto and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral and written statements or agreements.

Parties indicate agreement with this MOU by their signatures:

ORANGE COUNTY	TOWN OF CARRBORO
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:



Town of Carrboro

Agenda Item Abstract

File Number: 25-076

Agenda Date:	
In Control: Town Council	
Version: 1	

File Type: Consent Agenda

Independent Audit Contract for Fiscal Year Ending June 30, 2025

PURPOSE: The purpose of this item is to renew the contract for the Town's annual independent audit for the fiscal year ending June 30, 2025.

DEPARTMENT: Finance

COUNCIL DIRECTION:

____Race/Equity _____Climate _____Comprehensive Plan ___X_Other

INFORMATION: The Local Government Budget and Fiscal Control Act (LGBFCA) requires each local government to prepare an annual financial report on their financial position at the end of the fiscal year and financial results of operations. The LGBFCA also requires that this financial report be audited by an independent certified public accountant.

The audit cost proposed by Maudlin & Jenkins, LLC for fiscal year ending June 30, 2025 is \$67,000. Depending upon the total expenditures of state and/or federal funds (i.e., Powell Bill, federal grants, etc.), the Town may be required to have one or more single audits prepared. The estimated cost for a single audit is \$5,000-8,000.

All independent audit contracts must be approved by the staff of the LGC. Invoices from the audit firm must be approved by LGC prior to payment by the Town. The LGC approves up to 75% of the total fee prior to submission of the final audited financial statements to the LGC.

FISCAL IMPACT: The total cost for FY24 audit and financial statement preparation will not exceed \$67,000. However, if a single audit is required for federal and/or state programs, there will be an additional cost of \$5,000-8,000 per program. Funds for the annual audit, single audits, and financial statement preparation are included in the Finance Department's operating budget.

RECOMMENDATION: The Council adopt attachment A, which is: 1) to renew contract with Maudlin & Jenkins, LLC to perform independent audit, single audits, and annual financial statements for the fiscal year ending June 30, 2025; and 2) to authorize the Mayor, Town Manager, and Chief Financial Officer to execute the contract to audit accounts (Form LGC-205 or its equivalent), the engagement letter, and any additional related documents not addressed in the LGC-205. The continuation of Maudlin & Jenkins, LLC services in subsequent fiscal year ending June 30, 2026 will be based on negotiation of scope of work and costs with approval by the Town Council and LGC.

The	Governing Board
of	Primary Government Unit
and	Discretely Presented Component Unit (DPCU) (if applicable)
	Primary Government Unit, together with DPCU (if applicable), hereinafter referred to as Governmental Unit(s)

and	Auditor Name
	Auditor Address

Hereinafter referred to as Auditor

for Fiscal Year Ending Date Audit Will Be Submitted to LGC

Must be within six months of FYE

hereby agree as follows:

1. The Auditor shall audit all statements and disclosures required by U.S. generally accepted auditing standards (GAAS) and additional required legal statements and disclosures of all funds and/or divisions of the! Governmental Unit(s). The non-major combining, and individual fund statements and schedules shall besubjected to the auditing procedures applied in the audit of the basic financial statements and an opinion shall!be rendered in relation to (as applicable) the governmental activities, the business- type activities, the aggregate!DPCUs, each major governmental and enterprise fund, and the aggregate remaining fund information (non-major government and enterprise funds, the internal service fund type, and the fiduciary fund types). The basic!financial statements shall include budgetary comparison information in a budgetary comparison statement,!rather than as RSI, for the General Fund and any annually budgeted Special Revenue funds.

2. At a minimum, the Auditor shall conduct the audit and render the report in accordance with GAAS. If the Governmental Unit expended \$100,000 or more in combined Federal and State financial assistance during the reporting period, the Auditor shall perform the audit in accordance with *Government Auditing Standards* (GAGAS). The Governmental Unit is subject to federal single audit requirements in accordance with Title 2 US Code of Federal Regulations Part 200 *Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards*, Subpart F (*Uniform Guidance*) and the State Single Audit Implementation Act. Currently the threshold is \$750,000 for a federal single audit and \$500,000 for a State Single Audit. This audit and all associated audit documentation may be subject to review by Federal and State agencies in accordance with Federal and State laws, including the staffs of the Office of State Auditor (OSA) and the Local Government Commission (LGC). If the audit requires a federal single audit in accordance with the Uniform Guidance (§200.501) the Auditor and Governmental Unit(s) should discuss, in advance of the execution of this contract, the responsibility for submission of the audit and the accompanying data collection form to the Federal Audit Clearinghouse as required under the Uniform Guidance (§200.512) to ensure proper submission.

Effective for audits of fiscal years beginning on or after June 30, 2023, the LGC will allow auditors to consider whether a unit qualifies as a State low-risk auditee. Please refer to "Discussion of Single Audits in North Carolina" on the LGC's website for more information.

If the audit and Auditor communication are found in this review to be substandard, the results of the review may be forwarded to the North Carolina State Board of CPA Examiners (NC State Board).

3. If an entity is determined to be a component of another government as defined by the group audit standards, the entity's auditor shall make a good faith effort to comply in a timely manner with the requests of the group auditor in accordance with AU-6 §600.41 - §600.42.

4. This contract contemplates an unmodified opinion being rendered. If during the process of conducting the audit, the Auditor determines that it will not be possible to render an unmodified opinion on the financial statements of the unit, the Auditor shall contact the LGC Staff to discuss the circumstances leading to that conclusion as soon as is practical and before the final report is issued. The audit shall include such tests of the accounting records and such other auditing procedures as are considered by the Auditor to be necessary in the circumstances. Any limitations or restrictions in scope which would lead to a qualification should be fully explained in an attachment to this contract.

5. If this audit engagement is subject to the standards for audit as defined in *Government Auditing Standards*, 2018 revision, issued by the Comptroller General of the United States, then by accepting this engagement, the Auditor warrants that he/she has met the requirements for a peer review and continuing education as specified in *Government Auditing Standards*. The Auditor agrees to provide a copy of the most recent peer review report to the Governmental Unit(s) and the Secretary of the LGC prior to the execution of an audit contract. Subsequent submissions of the report are required only upon report expiration or upon auditor's receipt of an updated peer review report. If the audit firm received a peer review rating other than pass, the Auditor shall not contract with the Governmental Unit(s) without first contacting the Secretary of the LGC for a peer review analysis that may result in additional contractual requirements.

If the audit engagement is not subject to *Government Auditing Standards* or if financial statements are not prepared in accordance with U.S. generally accepted accounting principles (GAAP) and fail to include all disclosures required by GAAP, the Auditor shall provide an explanation as to why in an attachment to this contract or in an amendment.

6. It is agreed that time is of the essence in this contract. All audits are to be performed and the report of audit submitted to LGC Staff within six months of fiscal year end. If it becomes necessary to amend the audit fee or the date that the audit report will be submitted to the LGC, an amended contract along with a written explanation of the change shall be submitted to the Secretary of the LGC for approval.

7. It is agreed that GAAS include a review of the Governmental Unit's (Units') systems of internal control and accounting as same relate to accountability of funds and adherence to budget and law requirements applicable thereto; that the Auditor shall make a written report, which may or may not be a part of the written report of audit, to the Governing Board setting forth his/her findings, together with his recommendations for improvement. That written report shall include all matters defined as "significant deficiencies and material weaknesses" in AU-C 265 of the *AICPA Professional Standards (Clarified)*. The Auditor shall file a copy of that report with the Secretary of the LGC.

For GAAS or *Government Auditing Standards* audits, if an auditor issues an AU-C §260 report, commonly referred to as "Governance Letter," LGC staff does not require the report to be submitted unless the auditor cites significant findings or issues from the audit, as defined in AU-C §260.12 - .14. This would include issues such as difficulties encountered during the audit, significant or unusual transactions, uncorrected misstatements, matters that are difficult or contentious reviewed with those charged with governance, and other significant matters. If matters identified during the audit were required to be reported as described in AU-C §260.12-.14 and were communicated in a method other than an AU-C §260 letter, the written documentation must be submitted.

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8. All local government and public authority contracts for audit or audit-related work require the approval of the Secretary of the LGC. This includes annual or special audits, agreed upon procedures related to internal controls, bookkeeping or other assistance necessary to prepare the Governmental Unit's records for audit, financial statement preparation, any finance-related investigations, or any other audit- related work in the State of North Carolina. Approval is also required for the Alternative Compliance Examination Engagement for auditing the Coronavirus State and Local Fiscal Recovery Funds expenditures as allowed by US Treasury. Approval is not required on audit contracts and invoices for system improvements and similar services of a non-auditing nature.

9. Invoices for services rendered under these contracts shall not be paid by the Governmental Unit(s) until the invoice has been approved by the Secretary of the LGC. This also includes any progress billings [G.S. 159-34 and 115C-447]. All invoices for audit work shall be submitted in PDF format to the Secretary of the LGC for approval. the invoice marked 'approved' with approval date shall be returned to the Auditor to present to the Governmental Unit(s) for payment. This paragraph is not applicable to contracts for audits of hospitals.

10. In consideration of the satisfactory performance of the provisions of this contract, the Governmental Unit(s) shall pay to the Auditor, upon approval by the Secretary of the LGC if required, the fee, which includes any costs the Auditor may incur from work paper or peer reviews or any other quality assurance program required by third parties (federal and state grantor and oversight agencies or other organizations) as required under the Federal and State Single Audit Acts. This does not include fees for any pre-issuance reviews that may be required by the NC Association of CPAs (NCACPA) Peer Review Committee or NC State Board of CPA Examiners (see Item 13).

11. If the Governmental Unit(s) has/have outstanding revenue bonds, the Auditor shall submit to LGC Staff, either in the notes to the audited financial statements or as a separate report, a calculation demonstrating compliance with the revenue bond rate covenant. Additionally, the Auditor shall submit to LGC Staff simultaneously with the Governmental Unit's (Units') audited financial statements any other bond compliance statements or additional reports required by the authorizing bond documents, unless otherwise specified in the bond documents.

12. After completing the audit, the Auditor shall submit to the Governing Board a written report of audit. This report shall include, but not be limited to, the following information: (a) Management's Discussion and Analysis,

(b) the financial statements and notes of the Governmental Unit(s) and all of its component units prepared in accordance with GAAP, (c) supplementary information requested by the Governmental Unit(s) or required for full disclosure under the law, and (d) the Auditor's opinion on the material presented. The Auditor shall furnish the required number of copies of the report of audit to the Governing Board upon completion.

13. If the audit firm is required by the NC State Board, the NCACPA Peer Review Committee, or the Secretary of the LGC to have a pre-issuance review of its audit work, there shall be a statement in the engagement letter indicating the pre-issuance review requirement. There also shall be a statement that the Governmental Unit(s) shall not be billed for the pre-issuance review. The pre-issuance review shall be performed prior to the completed audit being submitted to LGC Staff. The pre-issuance review report shall accompany the audit report upon submission to LGC Staff.

LGC-205

CONTRACT TO AUDIT ACCOUNTS

14. The Auditor shall submit the report of audit in PDF format to LGC Staff. For audits of units other than hospitals, the audit report should be submitted when (or prior to) submitting the final invoice for services rendered. The report of audit, as filed with the Secretary of the LGC, becomes a matter of public record for inspection, review and copy in the offices of the LGC by any interested parties. Any subsequent revisions to these reports shall be sent to the Secretary of the LGC. These audited financial statements, excluding the Auditors' opinion, may be used in the preparation of official statements for debt offerings by municipal bond rating services to fulfill secondary market disclosure requirements of the Securities and Exchange Commission and for other lawful purposes of the Governmental Unit(s) without requiring consent of the Auditor. If the LGC Staff determines that corrections need to be made to the Governmental Unit's (Units') financial statements and/ or the compliance section, those corrections shall be provided within three business days of notification unless another deadline is agreed to by LGC Staff.

15. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the Secretary of the LGC, this contract may be modified or amended to include the increased time, compensation, or both as may be agreed upon by the Governing Board and the Auditor.

16. If an approved contract needs to be modified or amended for any reason, the change shall be made in writing and pre-audited if the change includes a change in audit fee (pre-audit requirement does not apply to hospitals). This amended contract shall be completed in full, including a written explanation of the change, signed and dated by all original parties to the contract. It shall then be submitted to the Secretary of the LGC for approval. No change to the audit contract shall be effective unless approved by the Secretary of the LGC.

17. A copy of the engagement letter, issued by the Auditor and signed by both the Auditor and the Governmental Unit(s), shall be attached to this contract, and except for fees, work, and terms not related to audit services, shall be incorporated by reference as if fully set forth herein as part of this contract. In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract shall take precedence. Engagement letter terms that conflict with the contract are deemed to be void unless the conflicting terms of this contract are specifically deleted in Item 30 of this contract. Engagement letters containing indemnification clauses shall not be accepted by LGC Staff.

18. Special provisions should be limited. Please list any special provisions in an attachment.

19. A separate contract should not be made for each division to be audited or report to be submitted. If a DPCU is subject to the audit requirements detailed in the Local Government Budget and Fiscal Control Act and a separate audit report is issued, a separate audit contract is required. If a separate report is not to be issued and the DPCU is included in the primary government audit, the DPCU shall be named along with the primary government on this audit contract. DPCU Board approval date, signatures from the DPCU Board chairman and finance officer also shall be included on this contract.

20. The contract shall be executed, pre-audited (pre-audit requirement does not apply to hospitals), and physically signed by all parties including Governmental Unit(s) and the Auditor, then submitted in PDF format to the Secretary of the LGC.

21. The contract is not valid until it is approved by the Secretary of the LGC. The staff of the LGC shall notify the Governmental Unit and Auditor of contract approval by email. The audit should not be started before the contract is approved.

22. Retention of Client Records: Auditors are subject to the NC State Board of CPA Examiners' Retention of Client Records Rule 21 NCAC 08N .0305 as it relates to the provision of audit and other attest services, as well as non-attest services. Clients and former clients should be familiar with the requirements of this rule prior to requesting the return of records.

LGC-205

23. This contract may be terminated at any time by mutual consent and agreement of the Governmental Unit(s) and the Auditor, provided that (a) the consent to terminate is in writing and signed by both parties, (b) the parties have agreed on the fee amount which shall be paid to the Auditor (if applicable), and (c) no termination shall be effective until approved in writing by the Secretary of the LGC.

24. The Governmental Unit's (Units') failure or forbearance to enforce, or waiver of, any right or an event of breach or default on one occasion or instance shall not constitute the waiver of such right, breach or default on any subsequent occasion or instance.

25. There are no other agreements between the parties hereto and no other agreements relative hereto that shall be enforceable unless entered into in accordance with the procedure set out herein and approved by the Secretary of the LGC.

26. E-Verify. Auditor shall comply with the requirements of NCGS Chapter 64 Article 2. Further, if Auditor utilizes any subcontractor(s), Auditor shall require such subcontractor(s) to comply with the requirements of NCGS Chapter 64, Article 2.

27. **Applicable to audits with fiscal year ends of June 30, 2020 and later.** For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct and *Government Auditing Standards, 2018 Revision* (as applicable). Preparing financial statements in their entirety shall be deemed a "significant threat" requiring the Auditor to apply safeguards sufficient to reduce the threat to an acceptable level. If the Auditor cannot reduce the threats to an acceptable level, the Auditor cannot complete the audit. If the Auditor is able to reduce the threats to an acceptable level, the documentation of this determination, including the safeguards applied, must be included in the audit workpapers.

All non-attest service(s) being performed by the Auditor that are necessary to perform the audit must be identified and included in this contract. The Governmental Unit shall designate an individual with the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the services and accept responsibility for the results of the services performed. If the Auditor is able to identify an individual with the appropriate SKE, s/he must document and include in the audit workpapers how he/she reached that conclusion. If the Auditor determines that an individual with the appropriate SKE cannot be identified, the Auditor cannot perform both the non-attest service(s) and the audit. See "Fees for Audit Services" page of this contract to disclose the person identified as having the appropriate SKE for the Governmental Unit.

28. **Applicable to audits with fiscal year ends of June 30, 2021 and later.** The auditor shall present the audited financial statements including any compliance reports to the government unit's governing body or audit committee in an official meeting in open session as soon as the audited financial statements are available but not later than 45 days after the submission of the audit report to the Secretary. The auditor's presentation to the government unit's governing body or audit committee shall include:

a) the description of each finding, including all material weaknesses and significant deficiencies, as found by the auditor, and any other issues related to the internal controls or fiscal health of the government unit as disclosed in the management letter, the Single Audit or Yellow Book reports, or any other communications from the auditor regarding internal controls as required by current auditing standards set by the Accounting Standards Board or its successor;

b) the status of the prior year audit findings;

c) the values of Financial Performance Indicators based on information presented in the audited financial statements; and

d) notification to the governing body that the governing body shall develop a "Response to the Auditor's Findings, Recommendations, and Fiscal Matters," if required under 20 NCAC 03 .0508.

29. Information based on the audited financial statements shall be submitted to the Secretary for the purpose of identifying Financial Performance Indicators and Financial Performance Indicators of Concern. See 20 NCAC 03 .0502(c)(6).

30. All of the above paragraphs are understood and shall apply to this contract, except the following numbered paragraphs shall be deleted (See Item 17 for clarification).

31. The process for submitting contracts, audit reports and invoices is subject to change. Auditors and units should use the submission process and instructions in effect at the time of submission. Refer to the N.C. Department of State Treasurer website at https://www.nctreasurer.com/state-and-local-government-finance-division/local-government-commission/submitting-your-audit

32. All communications regarding audit contract requests for modification or official approvals will be sent to the email addresses provided on the signature pages that follow.

33. Modifications to the language and terms contained in this contract form (LGC-205) are not allowed.

FEES FOR AUDIT SERVICES

1. For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct (as applicable) and *Government Auditing Standards,2018 Revision*. Refer to Item 27 of this contract for specific requirements. The following information must be provided by the Auditor; contracts presented to the LGC without this information will be not be approved.

Financial statements were prepared by: Auditor Governmental Unit Third Party

If applicable: Individual at Governmental Unit designated to have the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the non-attest services and accept responsibility for the results of these services:

Name:

Title and Unit / Company: Email Address:

OR Not Applicable (Identification of SKE Individual on the LGC-205 Contract is not applicable for GAAS-only audits or audits with FYEs prior to June 30, 2020.)

2. Fees may not be included in this contract for work performed on Annual Financial Information Reports (AFIRs), Form 990s, or other services not associated with audit fees and costs. Such fees may be included in the engagement letter but may not be included in this contract or in any invoices requiring approval of the LGC. See Items 8 and 13 for details on other allowable and excluded fees.

3. The audit fee information included in the table below for both the Primary Government Fees and the DPCU Fees (if applicable) should be reported as a specific dollar amount of audit fees for the year under this contract. If any language other than an amount is included here, the contract will be returned to the audit form for correction.

4. Prior to the submission of the completed audited financial report and applicable compliance reports subject to this contract, or to an amendment to this contract (if required) the Auditor may submit interim invoices for approval for services rendered under this contract to the Secretary of the LGC, not to exceed 75% of the billings for the unit's last annual audit that was submitted to the Secretary of the LGC. All invoices for services rendered in an audit engagement as defined in 20 NCAC .0503 shall be submitted to the Commission for approval before any payment is made. Payment before approval is a violation of law. (This paragraph not applicable to contracts and invoices associated with audits of hospitals).

Primary Government Unit		
Audit Fee (financial and compliance if applicable)	\$	
Fee per Major Program (if not included above)	\$	
Additional Fees Not In	cluded Above (if applicable):	
Financial Statement Preparation (incl. notes and RSI)	\$	
All Other Non-Attest Services	\$	
TOTAL AMOUNT NOT TO EXCEED	\$	
Discretely Presented Component Unit		
Audit Fee (financial and compliance if applicable)	\$	
Fee per Major Program (if not included above)	\$	
Additional Fees Not Included Above (if applicable):		
Financial Statement Preparation (incl. notes and RSI)	\$	
All Other Non-Attest Services	\$	
TOTAL AMOUNT NOT TO EXCEED	\$	

SIGNATURE PAGE

AUDIT FIRM

Audit Firm*	
Authorized Firm Representative (typed or printed)*	Signature* Hagasala
Date*	Email Address*

GOVERNMENTAL UNIT

Governmental Unit*	
Date Governing Board Approved Audit Contract* (Enter date in box to right)	
Mayor/Chairperson (typed or printed)*	Signature*
Date	Email Address*

Chair of Audit Committee (typed or printed, or "NA")	Signature
Date	Email Address

GOVERNMENTAL UNIT – PRE-AUDIT CERTIFICATE

Required by G.S. 159-28(a1) or G.S. 115C-441(a1). Not applicable to hospital contracts.

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

Sum Obligated by This Transaction:	\$
Primary Governmental Unit Finance Officer* (typed or printed)	Signature*
Date of Pre-Audit Certificate*	Email Address*

SIGNATURE PAGE – DPCU (complete only if applicable)

DISCRETELY PRESENTED COMPONENT UNIT

DPCU*	
Date DPCU Governing Board Approved Audit Contract* (Enter date in box to right)	
DPCU Chairperson (typed or printed)*	Signature*
Date*	Email Address*

Chair of Audit Committee (typed or printed, or "NA")	Signature
Date	Email Address

DPCU – PRE-AUDIT CERTIFICATE

Required by G.S. 159-28(a1) or G.S. 115C-441(a1). Not applicable to hospital contracts.

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

Sum Obligated by this Transaction:	\$
DPCU Finance Officer (typed or printed)*	Signature*
Date of Pre-Audit Certificate*	Email Address*

Remember to print this form, and obtain all required signatures prior to submission.



June 9, 2025

Honorable Mayor and Members of Town Council Town of Carrboro, North Carolina 301 W Main Street Carrboro, NC 27510

Attn: Patrice Toney, Town Manager and Chaz Offenburg, Chief Finance Director

We are pleased to confirm our understanding of the services we are to provide the Town of Carrboro, North Carolina (the Town) for the year ended June 30, 2025.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component unit, each major fund, and the aggregate remaining fund information, including the disclosures, which collectively comprise the basic financial statements, of the Town of Carrboro, North Carolina as of and for the year then ended. These statements will include the budgetary comparison information for the General Fund. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the Town's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Town's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

- 1. Management's Discussion and Analysis (MD&A).
- 2. Schedule of Changes in the Total Pension Liability for the Law Enforcement Officers' Special Separation Allowance (LEOSSA).
- 3. Schedule of Total Pension Liability as a Percentage of Covered Payroll LEOSSA.
- 4. Schedule of Changes in the Total OPEB Liability and Related Ratios.

- 5. Schedule of the Proportionate Share of the Net Pension Liability (Asset) for the Local Governmental Employees' Retirement System (LGERS).
- 6. Schedule of Contributions to LGERS.

We have also been engaged to report on supplementary information other than RSI that accompanies the Town's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS and will provide an opinion on it in relation to the financial statements as a whole:

- 1. Schedule of expenditures of federal and state awards.
- 2. Combining and individual fund statements and schedules.
- 3. Other financial information including:
 - a. Schedule of Ad Valorem Taxes Receivable.
 - b. Analysis of Current Tax Levy Town-Wide Levy

In connection with our audit of the basic financial statements, we will read the following other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report:

- 1. Introductory section
- 2. Statistical section

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

The objectives also include reporting on -

• Internal control over financial reporting and compliance with provisions of laws, regulations, contracts and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.



• Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and the State of North Carolina Single Audit Implementation Act (State Single Audit Act).

Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance and the State Single Audit Act, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance and State Single Audit Act, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we will exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.



We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry.

According to GAAS, significant risks include the risk of management's override of internal controls. Accordingly, we have considered this item as a significant risk. Furthermore, we have identified the following additional risk of material misstatement as part of our audit planning:

We have identified the following significant risk of material misstatement as part of our audit planning:

1. Management's override of internal controls.

Our audit of financial statements does not relieve you of your responsibilities.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance and State Single Audit Act, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance and State Single Audit Act.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal



control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Town's compliance with provisions of applicable laws, regulations, contracts and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance and State Single Audit Act requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* and the *Audit Manual for Governmental Auditors in North Carolina* for the types of compliance requirements that could have a direct and material effect on each of the Town's major programs. For federal and/or state programs that are included in the Federal or State Compliance Supplements, our compliance and internal control procedures will relate to the compliance requirements that the Federal or State Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on the Town's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance and State Single Audit Act.

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal and state awards, and related notes of the Town in conformity with U.S. generally accepted accounting principles and the Uniform Guidance and State Single Audit Act based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform these services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal and state awards, and related notes services previously defined. We, in our sole professional judgement, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal and state awards, related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal and state awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal and state awards, and related notes prior to their issuance and have accepted responsibility for them. You agree to oversee the nonaudit services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.



Responsibilities of Management for the Financial Statements and Single Audit

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly Management is also responsible for implementing systems designed to achieve reported. compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal and state awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, schedule of expenditures of federal and state awards, all financial records and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. You are also responsible for coordinating our access to information relevant to the preparation and fair presentation of the financial statements of component units which may include discussions with component unit management and their auditors. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal and state awards; federal award programs; state award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3)



others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance and State Single Audit Act, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal and state awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and to prepare a summary schedule of prior audit findings should be available for our review subsequent to the start of fieldwork.

You are responsible for identifying all federal and state awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal and state awards (including notes and noncash assistance received, and COVID-19 related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal and state awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal and state awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal and state awards that includes our report thereon or make the audited financial statements readily available to intended users of the schedule of expenditures of federal and state awards no later than the date the schedule of expenditures of federal and state awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal and state awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal and state awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal and state awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such



changes): and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to an exempt offering document with which Mauldin & Jenkins is not involved, you agree to clearly indicate in the exempt offering document that Mauldin & Jenkins is not involved with the contents of such offering document. In the event that Mauldin & Jenkins is requested to be involved with an exempt offering document, you agree that the aforementioned auditor's report or reference to Mauldin & Jenkins will not be included without our prior permission or consent. Furthermore, any agreement to perform work in connection with an exempt offering document, including an agreement to provide permission or consent, will be a separate engagement.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal and state awards, related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal and state awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal and state awards, and related notes prior to their issuance and have accepted responsibility for them. You agree to oversee the nonaudit services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

As an attest client, Mauldin & Jenkins, LLC cannot retain or store documents, data, or records on behalf of the Town. This is in accordance with the ET section 1.295.143 of the *AICPA Code of Professional Conduct*. The Town is solely responsible for maintaining its own data and records.

In that regard, SuraLink is used solely as a method of transferring data to Mauldin & Jenkins, LLC and is not intended for the storage of the Town's information. All information you will provide through SuraLink is a copy and you will maintain original documents and data as part of your records.



Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing. We will schedule the engagement based in part on deadlines, working conditions, and the availability of your key personnel. We will plan the engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations. If, for whatever reason, your personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to do to complete our engagement, resulting in an increase in fees over our original estimate.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal and state awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period.

We will provide copies of our reports to the Town; however, management is responsible for distribution of the reports and financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Mauldin & Jenkins and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the North Carolina Local Government Commission or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Mauldin & Jenkins personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by a regulatory body. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party (ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit on approximately June 15, 2025 and to issue our reports no later than December 31, 2025. LeAnn Bagasala is the engagement director and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. Our fee for these services will be \$67,000 for the year ended June 30, 2025. Should the Town require federal and/or State single audit procedures on grant programs (depending on the composition of



the Town's federal and/or State funding), additional fees will apply for each major program. Our hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered as work progresses and are payable upon presentation. A service charge of 1.5% per month (18% annually) will be added onto any balances not paid within 30 days. The above fees are based on anticipated cooperation from your personnel (including complete and timely receipt by us of the information on the respective client participation listings) and the assumption that unexpected circumstances (including scope changes) will not be encountered during the audit. If significant additional time is necessary, we will discuss it with management and arrive at a new fee estimate before we incur the additional costs.

As a result of our prior or future services to you, we might be requested or required to provide information or documents to you or a third party in a legal, administrative, arbitration, or similar proceeding in which we are not a party. If this occurs, our efforts in complying with such requests will be deemed billable to you as a separate engagement. We shall be entitled to compensation for our time and reasonable reimbursement for our expenses (including legal fees) in complying with the request. For all requests we will observe the confidentiality requirements of our profession and will notify you promptly of the request.

Reporting

We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Town Council for the Town. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs to our auditor's report, or if necessary, withdraw from this engagement. If our opinions on the financial statements or the Single Audit compliance opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue reports, or may withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance will state that the purpose of the report on internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.



We appreciate the opportunity to be of service to the Town of Carrboro, North Carolina and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign below and return it to us.

Sincerely,

MAULDIN & JENKINS, LLC

Hagasala

LeAnn Bagasala

RESPONSE:

This letter correctly sets forth the understanding of the Town of Carrboro, North Carolina.

By: _____

Title:



ATTACHMENT A

RESOLUTION TO AWARD CONTRACT FOR INDEPENDENT AUDIT SERVICES FOR FISCAL YEAR ENDING JUNE 30, 2025

BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF CARRBORO THAT:

- Section 1: A contract for fiscal year ending June 30, 2025 is awarded to Mauldin & Jenkins, LLP for a total cost not to exceed \$67,000 to perform an independent audit and annual financial statements. If a single audit is required for federal and/or state programs, there will be an additional cost of \$5,000-8,000 per program.
- Section 2: The Mayor and Town Manager are authorized to execute the Contract to Audit Accounts (form LGC-205 or equivalent), engagement letter and/or additional items not addressed in the LGC-205.
- Section 3: Since the governing board may not obligate future governing boards, it is the intent of the Town Council to renew the annual audit contract with Mauldin & Jenkins, LLP for the fiscal year ending June 30, 2026 based on negotiation and approval by the Town Council.
- Section 4: This resolution is effective upon adoption by the Town Council.
- Section 5: Within five (5) days after adoption of this resolution the Town Clerk shall file a copy of this resolution with the Finance Officer.



Town of Carrboro

Agenda Item Abstract

File Number: 25-077

Agenda Date:	File Type: Consent Agenda
In Control: Town Council	
Version: 1	

Follow Up to the Annual Comprehensive Financial Report (ACFR) and Independent Audit for Fiscal Year Ended June 30, 2024

PURPOSE: The purpose of this agenda item is to fulfill the requirement under 20 NCAC 03 .0508 by adopting a resolution responding to and addressing internal control weaknesses identified in the financial reporting by the independent auditors.

DEPARTMENT: Finance

COUNCIL DIRECTION:

____Race/Equity _____Climate _____Comprehensive Plan ____X_Other

INFORMATION:

During the FY2024 audit, the Town's independent audit firm identified a material weakness in internal controls. Errors in the Town's opening balances for the fiscal year ended June 30, 2024, required adjustments to correct those errors.

Management concurs with the audit finding and has prepared a response for the Town Council's review and signatures.

Pursuant to 20 NCAC 03 .0508, the governing body is required to develop a "Response to the Auditor's Findings, Recommendations, and Fiscal Matters," signed by a majority of its members, and submit it to the Secretary of the Local Government Commission within 60 days of the audit presentation.

FISCAL IMPACT: There is no budgetary impact associated with this item.

RECOMMENDATION: The Town Manager recommends that the Town Council adopt the resolution identified in the audit for the Fiscal Year Ended June 30, 2024. This adoption ensures timely submission of the Town's official response to the Local Government Commission and demonstrates the Council's commitment to addressing audit findings and strengthening financial oversight.

RESOLUTION FOR CORRECTIVE ACTION PLAN TO CORRECT INTERNAL CONTROL WEAKNESSES FOR FINANCIAL REPORTING FY2023-2024

WHEREAS, the Town Council has received a presentation of the Financial Statements and Independent Audit for the Fiscal Year Ended June 30, 2024 from Independent Auditors, MAULDIN & JENKINS; and,

WHEREAS, the Independent Auditors, MAULDIN & JENKINS, has provided a favorable opinion for the Town's Annual Comprehensive Financial Statements; and,

WHEREAS, the Independent Auditors identified a material weakness in internal controls stating they were not sufficient to timely detect material misstatements in the Town's financial statements for the year ended June 30, 2023; and,

WHEREAS, these material misstatements identified in the Town's opening balance, for the year ended June 30, 2024, required adjustments to correct the errors; and,

WHEREAS, it is important that financial reporting be accurate and complete to disclose the financial condition of the Town and for management decision making; and,

WHEREAS, 20 NCAC 03 .0508 requires the governing body to develop a "Response to the Auditor's Findings, Recommendations, and Fiscal Matters" (Response) signed by a majority of the members of the governing body; and submit such Response to the Secretary of the Local Government Commission within 60 days after the presentation.

NOW THEREFORE, BE IT RESOVLED by the Town Council of the Town of Carrboro, North Carolina, we propose to respond and adopt the following:

A. In the Schedule of Findings and Questioned Costs for the year ending June 30, 2024, the auditors identified material misstatements in the Town's opening balances. As a result, material audit adjustments were required to correct previously reported balances of the Town. The fund balance of the General Fund decreased by \$41,284, the net position of the Stormwater Fund and Business-type Activities decreased \$1,401 and the net position of the Governmental Activities decreased by \$105,377. The Auditors recommended the Town carefully review the financial statement and the applicable reporting requirements under GAAP to ensure that all information and financial data is properly reported.

- B. The Finance Department recognizes the need to strengthen internal controls and review procedures related to year-end financial reporting to ensure that the Town's financial statements comply with Generally Accepted Accounting Principles (GAAP).
- 1. The following corrective actions will be implemented immediately to ensure accurate financial reporting and minimize the risk of future restatements:
 - Develop and implement a detailed year-end reconciliation checklist to ensure that all components of compensated absences, including related payroll taxes, are accurately recorded.
 - Revise internal procedures and provide training for accounting staff on proper year-end accruals for compensated absences in accordance with GAAP.
 - Conduct an annual inventory and review of all lease agreements to identify and correctly classify leases under GASB 87.
 - Implement a standardized compliance checklist to guide the review process and ensure consistent adherence to GASB 87 requirements.
 - Establish a formal year-end financial statement review process, including a secondary review by a qualified staff member or an external consultant with GAAP expertise.
 - Create and implement a pre-audit checklist specifically designed to verify and reconcile beginning balances for all major funds and activities prior to audit submission.

Proposed Completion Date: Immediately

- 2. A copy of this resolution shall be provided to the Town Manager and Chief Financial Officer within five days of adoption.
- 3. A copy of this resolution shall be provided to the Secretary of the Local Government Commission within 60 days of adoption.



Town of Carrboro

Agenda Item Abstract

File Number: 25-065

Agenda Date: 6/17/2025 In Control: Town Council Version: 1 File Type: Public Hearing

Quasi-Judicial Public Hearing for Special Use Permit-A Application for a Three-Story Building at 400 North Greensboro Street

PURPOSE: Town Council is to hold a quasi-judicial public hearing for consideration of a Special Use Permit-A request for property at 400 North Greensboro Street

DEPARTMENT: Planning

COUNCIL DIRECTION:

_ Race/Equity ____ Climate __X_ Comprehensive Plan __X_Other*

*Other is marked for the Land Use Ordinance, which governs the process for Council to hold a quasi-judicial public hearing for consideration of a development project.

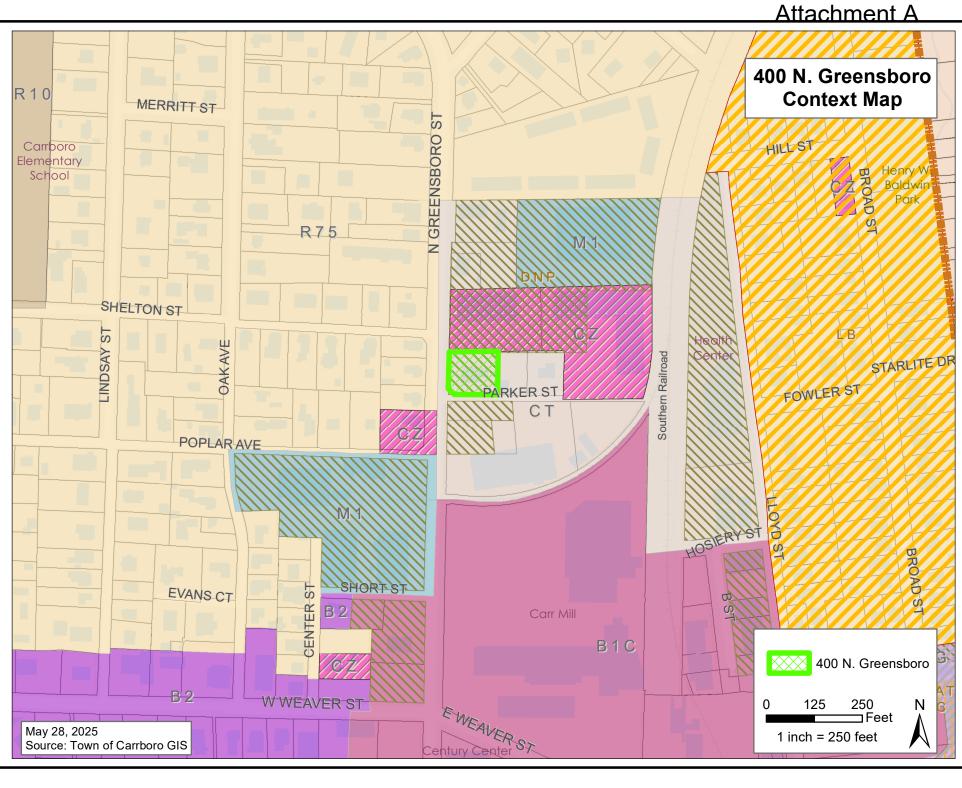
Development applications should be reviewed in the context of any appropriate and applicable information contained within the Carrboro Connects Comprehensive Plan.

INFORMATION: The Zoning Division has received an application for a Special Use Permit-A (SUP-A), from Jim Spencer, requesting the approval of a multi-family residential structure on property located at 400 North Greensboro Street. If approved, the project will consist of a three-story structure, approximately 11,000 square feet in size, for seven (7) residential units and infrastructure to serve such.

Additional details are included in the staff report for the project, included as Attachment B.

FISCAL IMPACT: The applicant has paid all fees associated with the review and related to the public hearing.

RECOMMENDATION: Town staff recommends that Town Council open and conduct a quasi-judicial public hearing for the Special Use Permit-A application, and consider whether to approve, deny, or approve with conditions. Conditions recommended by staff are included at the end of the staff report (Attachment B) and in the Staff and Advisory Boards Recommendations Summary Sheet, included as Attachment H. A draft decision document is provided as Attachment I.





Staff Report – for Town Council Quasi-Judicial Public Hearing

Meeting Date:	June 17, 2025	Project Name:	400 North Greensboro Street		
Applicant:	Jim Spencer	Request:	Multi-Family Residential (Seven Units)		
Zoning District:	General Business, Conditional Zoning, Downtown Neighborhood Protection Overlay (B-1(G)-CZ, DNP)	Existing Land Use:	Vacant Residential		
Site Address:	400 North Greensboro Street	PIN:	9778876328	Project Area:	0.37 Acres
Adjacent Zoning District(s):	North: B-1(G)-CZ, DNP East: Corporate Town (CT) South: CT, DNP West: Residential-75 (R75)	Adjacent Land Uses:	North: Mixed Use East: Residential South: Commercial West: Residential		

Background and Project Summary

The Zoning Division has received an application for a Special Use Permit-A (SUP-A), from Jim Spencer, requesting the approval of a multi-family residential structure on property located at 400 North Greensboro Street. If approved, the project will consist of a three-story structure for seven (7) residential units and infrastructure to serve such. Additional details regarding the project are included below.

Density, Affordable Housing

Density,

The approved conditional rezoning (Attachment C) established a 3,000 square feet per dwelling unit requirement for this site. The SUP-A plans (Attachment D) propose a total of seven units, via the density bonus standards found in Section 15-141.4 of the Carrboro Land Use Ordinance (LUO).

Affordable Housing

The applicant has included a note on the plans stating that they will provide the equivalent amount of money equal to two payments in lieu for an affordable housing unit, and will thereby

Page 1 of 10



be allowed to build two additional market rate units. This payment must be submitted before a building permit is approved for the project, and the following condition is recommended:

• That the required affordable housing payment (for two units) must be submitted to the town before any building permit is issued at the subject site. The amount to be paid will be in accordance with the amount identified in the town's fee schedule for an affordable housing payment-in-lieu at the time the payment is submitted.

Size-Restricted Units

The LUO requires size restricted units on projects with a minimum of 13 dwelling units. This project is for seven units, which is below the threshold for size restricted units.

<u>Streets & Sidewalks, Connectivity, Traffic Analysis, Traffic Calming, Greenways</u> <u>Transit, Parking:</u>

Streets & Sidewalks

The site is currently accessed via North Greensboro Street. As part of this proposal, the applicant proposes to improve portions of Parker Street for bicycle, pedestrian, and vehicular access, which meets minimum LUO requirements. If approved, the project will have bicycle and vehicular access via Parker Street. Pedestrian access is provided via the existing sidewalk along North Greensboro Street (which will be widened to ten feet) and a new sidewalk to be installed along the site's Parker Street frontage. As part of this project's compliance with a rezoning condition (see Attachment C, responses from Jim Spencer), the applicant proposes to dedicate additional right-of-way along Parker Street, for the proposed sidewalk and for improvements within the Parker Street right-of-way, including paving.

About the sidewalks, town staff has asked the applicant to consider including the brick-edged sidewalk design common to parts of downtown Carrboro, including in front of the adjacent Shelton Station project. As they have tentatively agreed, the following condition is recommended:

• That a detail drawing for brick-edged sidewalks common to downtown Carrboro be included in the construction plans, and be constructed for the sidewalks along both North Greensboro Street and Parker Street.

NCDOT Review

NCDOT has reviewed the plans as part of this proposal, as North Greensboro Street is maintained by NCDOT. At the time of this report, the project meets NCDOT requirements and the applicant will need to seek an encroachment agreement for any work within NCDOT's right-of-way.

Parking

The applicant has included information on the plans indicating that they are complying with the applicable number of parking spaces related to all uses, including bicycle parking. Of note more than half of the proposed bicycle parking spaces are to be located in the building, thereby satisfying the requirement that at least 50% of the spaces be sheltered.

Regarding EV parking, the applicant agreed during the rezoning process, and as included in a rezoning condition, to include both EV and E-bike charging infrastructure. Jim Spencer notes that the project will comply with this condition in his responses as part of Attachment C. Town staff will verify again during the construction plan review process that all necessary related infrastructure is included.

<u>Staff Conclusion</u>: The project plans comply with the applicable LUO standards.

Tree Protection, Street Trees, Tree Canopy

Tree Protection

The subject site contains a single-story residential structure with a mix of hardwoods and grass lawn. Both the existing structure and existing trees are proposed for removal as part of this request.

Street Trees

Two trees are shown in the NCDOT right-of-way along North Greensboro Street, which will require an encroachment agreement from NCDOT. The applicant proposes trees adjacent to the right-of-way (on private property) along Parker Street.

Tree Canopy

The applicant proposes to plant trees and shrubs, equivalent to a broken 'C' type screening, providing 20% of tree canopy coverage.

40% of canopy coverage is typically required for residential developments, per Section 15-319. LUO Section 15-319(b) provides the permit issuing authority the option of reducing the required canopy amount to 20%. To reduce the canopy requirement from 40% to 20%, the applicant has submitted a letter explaining reasons for which they feel sufficient the project qualifies for the reduction, included as Attachment E. If Town Council finds that the reduction is justified, then the following condition is recommended:



• That Town Council finds that the tree canopy requirement is hereby reduced to 20% for the project, based on the information provided by the applicant in accordance with LUO Section 15-319.

Vehicle Accommodation Area Shading

The plans show multiple trees in the parking area to provide at least 35% shading of the vehicle accommodation area, in accordance with ordinance requirements.

Staff conclusion

The project plans comply with the applicable LUO standards, subject to the condition noted above.

Drainage and Water Quality, Stormwater Bonding, Stream Buffers, Grading, and Erosion Control

Drainage and Water Quality

Section 15-263 of the LUO establishes stormwater management criteria that must be met for the project. In particular, the applicant must meet stormwater runoff standards with respect to water quality, quantity, and volume.

To this end, the grading and drainage plan show a system of curb and gutter, catch basins, pipes, and swales to manage water runoff. The information has been submitted to and reviewed by the town engineer, who has concluded that the design does meet the minimum related requirements of the LUO. Additional review and approval by the town engineer as well as Stormwater Utility Staff of all final details will be completed during the construction plan review stage.

Relative to the Town satisfying state requirements pertaining to the National Pollutant Discharge Elimination System (NPDES) Phase II permit, the following conditions are required:

- That the applicant shall provide to the Zoning Division, prior to the approval of a building permit, or before the release of a bond if some features are not yet in place at the time of issuing the first building permit, Mylar and digital as-builts for the stormwater features of the project. Digital as-builts shall be in PDF format and shall include a base map of the whole project and all separate plan sheets. As-built PDF files shall include all layers or tables containing storm drainage features. Storm drainage features will be clearly delineated in a data table. The data will be tied to horizontal controls.
- Per Section 15-263.1, that the developer shall include a detailed stormwater system maintenance plan, specifying responsible entity and schedule. The plan

shall include scheduled maintenance activities for each stormwater BMP in the development, performance evaluation protocol, and frequency of self-reporting requirements (including a proposed self-reporting form) on maintenance and performance. The plan and supporting documentation shall be submitted to Town engineer and Stormwater Utility staff for approval prior to construction plan approval.

Stormwater Bonding and Conversion to Owner's Association (HOA) Responsibility

Section 15-263 (i) enables the Town to require the developer post a security to the Town to assure that the stormwater BMPs perform as designed; because of this, the following condition is recommended:

• That, prior to issuance of a CO, or the certification of a stormwater SCM, the applicant shall submit a performance security to be posted and held by the Town for a period of two years per the provisions of Section 15-263(i).

Additionally, the town wants to ensure that all relevant parties are aware of responsibilities associated with the SCMs as the developer may transition away from their responsibilities by way of the OA becoming the entity responsible for long term maintenance and upkeep for all SCMs. Related to this matter, the following condition is recommended:

 That the developer shall follow all established town procedures associated with the installation of SCMs within the development, including but not limited to filing Operation and Maintenance Agreements and submitting and receiving approval of as-built drawings for all SCMs, in accordance with established town procedures in place at the time. The developer must also make clear to both the town staff and the OA representatives in place at such time exactly when any related responsibilities have transitioned to the OA.

Erosion Control

An erosion control plan has been provided which is provisionally satisfactory to Orange County Erosion Control. Additional details will be provided as part of the Construction Plan review process.

Staff conclusion

The project plans comply with the applicable LUO standards, subject to the conditions noted above.



Utilities, Fire Safety, Lighting, Refuse Collection

Utilities

The water and sewer plans have been reviewed by OWASA and they have indicated that they are able to serve the development, but that additional information is needed at the construction plan stage. OWASA will review the plans in greater detail during construction plan review.

Regarding electric and gas utilities, the applicant has submitted letters from the respective providers indicating that they can serve the development.

Per Section 15-246 of the LUO, the plans must specify that all electric, gas, telephone, and cable television lines are to be located underground in accordance with the specifications and policies of the respective utility companies.

Fire Safety

The plans have been reviewed and provisionally approved by the Fire Department subject to further review during construction plans.

Fire flow calculations must be submitted and approved by the Town Engineer and Fire Department prior to construction plan approval. A condition regarding this matter is recommended as follows:

• Fire flow calculations shall be submitted and approved by the Town Engineer and Town Fire Department prior to construction plan approval.

<u>Lighting</u>

A lighting plan has been included that does show compliance with LUO standards. Both pole and wall pack lights are proposed, along with landscaping accent lighting at ground level. Compliance includes diminishing the footcandle (fc) measurements associated with the lights to not more than 0.2 fc on the north and west property lines and not more than 2.0 fc along the eastern and southern property lines.

Refuse Collection

The project's waste arrangements have been reviewed by both Public Works and Orange County. The Town and County will provide trash and recycling collection services for the development, and the County will be involved in managing construction waste.



Waste management during construction requires from the County an approved Solid Waste Management Plan as well as a permit. The Solid Waste Management Plans and permit must be obtained prior to construction.

Staff conclusion

The project plans comply with the applicable LUO standards.

Open Space and Recreation Facilities / Downtown Livability Area and Urban Amenities

Open Space and Amenities

Per Section 15-204 of the LUO, the site is subject to the Downtown Livability Area and Urban Amenities provisions, per the site's B-1(G) zoning designation. The site is subject to a 12% land area requirement for DLA standards. 12% of the site is 1,915 square feet. The applicant proposes 3,060 square feet to meet this requirement (updated figure included in letter from applicant). Sheet L1.0 of the site plan shows the location of proposed amenities.

The applicant has submitted a letter outlining how the project complies with the Urban Amenities portion of the LUO (Attachment F). Additional information will be provided through testimony during the public hearing regarding the dollar values of the amenities.

Staff conclusion

The project plans comply with the applicable LUO standards for Open Space and Recreation so long as the applicant provides sufficient information and testimony during the public hearing indicating compliance with the Urban Amenities portion of the LUO.

Miscellaneous

Construction Management

Prior to construction plan approval the Town will inform the applicant and contractor of the requirements of the Town Code pertaining to construction noise and hours of operation and obstructing or excavating within public street rights of way. Section 15-49 (c-1) further provides that the Town may require the applicant submit a construction management plan prior to construction plan approval.



Phasing

This project is designed and proposed to be constructed in one single phase.

Real Estate Appraisal

As a part of review and quasi-judicial nature of the proposal, the applicant engaged a real estate professional to complete a property appraisal. The resulting document is included as Attachment G.

Architectural Standards for Downtown Development

The application's architectural related drawings do comply with the provisions of LUO Section 15-178

<u>CAPS</u>

Per Article IV, Part 4 of the LUO, the applicant must receive the required Certificate(s) of Adequacy of Public School Facilities (CAPS) from the Chapel Hill Carrboro City Schools District prior to construction plan approval. Because of this the following condition is recommended:

• That the applicant receive a CAPS certificate from the Chapel Hill-Carrboro City Schools district pursuant to Article IV, Part 4 of the Carrboro Land Use Ordinance prior to construction plan approval.

Neighborhood Information Meeting

The applicant conducted a neighborhood information meeting during the conditional rezoning portion of the project. Because of this, they chose to not hold an additional meeting as the project had not substantially changed from what was shared during the earlier meeting.

Advisory Board Recommendation Statements

A Staff and Advisory Board Recommendations Summary Sheet is included as Attachment H, containing the staff recommendations along with additional comments from advisory boards that chose to adopt a recommendation statement.

Owner's Association Documents

Prior to construction plan approval, Owner's Association Declarations and Covenants will need to be submitted to the Town for review and approval by the Town Attorney. Section 15-83 of the LUO specifically prevents these documents from prohibiting "devices that generate or conserve energy or water." Photovoltaic panels and clotheslines are such devices that cannot be regulated by owner's associations. Because of this the following condition is recommended:



• That, prior to issuance of a building permit, the Owner's declarations and covenants shall satisfy the applicable provisions of the Land Use Ordinance subject to review and approval of the Town Attorney.

Presentation Materials

Presentation materials from staff are included as Attachment J, and materials from the applicant are included as Attachment K.

Staff conclusion

The project plans comply with the applicable LUO standards, subject to the conditions noted above.

Staff Recommendation:

Town staff recommends that Town Council open and conduct a quasi-judicial public hearing for the Special Use Permit-A application, and consider whether to approve, deny, or approve with conditions. Conditions recommended by staff are included below as well as in the Staff and Advisory Boards Recommendations Summary Sheet, included as Attachment H.

A draft decision document is included as Attachment I, in case Town Council chooses to vote on this matter during the June 17, 2025 meeting.

The list of recommended conditions from staff are as follows:

- The applicant shall complete the development strictly in accordance with the plans submitted to and approved by this Council, a copy of which is filed in the Carrboro Town Hall. Any deviations from or changes in these plans must be submitted to the Development Review Administrator in writing and specific written approval obtained as provided in Section 15-64 of the Land Use Ordinance.
- 2. If any of the conditions affixed hereto or any part thereof shall be held invalid or void, then this permit shall be void and of no effect.
- 3. That the required affordable housing payment (for two units) must be submitted to the town before any building permit is issued at the subject site. The amount to be paid will be in accordance with the amount identified in the town's fee schedule for an affordable housing payment-in-lieu at the time the payment is submitted.
- 4. That a detail drawing for brick-edged sidewalks common to downtown Carrboro be included in the construction plans, and be constructed for the sidewalks along both North Greensboro Street and Parker Street.
- 5. That Town Council finds that the tree canopy requirement is hereby reduced to 20% for the project, based on the information provided by the applicant in accordance with LUO Section 15-319.



- 6. That the applicant shall provide to the Zoning Division, prior to the approval of a building permit, or before the release of a bond if some features are not yet in place at the time of issuing the first building permit, Mylar and digital as-builts for the stormwater features of the project. Digital as-builts shall be in PDF format and shall include a base map of the whole project and all separate plan sheets. As-built PDF files shall include all layers or tables containing storm drainage features. Storm drainage features will be clearly delineated in a data table. The data will be tied to horizontal controls.
- 7. Per Section 15-263.1, that the developer shall include a detailed stormwater system maintenance plan, specifying responsible entity and schedule. The plan shall include scheduled maintenance activities for each stormwater BMP in the development, performance evaluation protocol, and frequency of self-reporting requirements (including a proposed self-reporting form) on maintenance and performance. The plan and supporting documentation shall be submitted to Town engineer and Stormwater Utility staff for approval prior to construction plan approval.
- 8. That, prior to issuance of a CO, or the certification of a stormwater SCM, the applicant shall submit a performance security to be posted and held by the Town for a period of two years per the provisions of Section 15-263(i).
- 9. That the developer shall follow all established town procedures associated with the installation of SCMs within the development, including but not limited to filing Operation and Maintenance Agreements and submitting and receiving approval of as-built drawings for all SCMs, in accordance with established town procedures in place at the time. The developer must also make clear to both the town staff and the OA representatives in place at such time exactly when any related responsibilities have transitioned to the OA.
- 10. Fire flow calculations shall be submitted and approved by the Town Engineer and Town Fire Department prior to construction plan approval.
- 11. That the applicant receive a CAPS certificate from the Chapel Hill-Carrboro City Schools district pursuant to Article IV, Part 4 of the Carrboro Land Use Ordinance prior to construction plan approval.
- 12. That, prior to issuance of a building permit, the Owner's declarations and covenants shall satisfy the applicable provisions of the Land Use Ordinance subject to review and approval of the Town Attorney.



The following ordinance was introduced by Council Member Fray and duly seconded by Council Member Nowell:

AN ORDINANCE AMENDING THE CARRBORO ZONING MAP TO REZONE APPROXIMATELY 0.37 ACRES OF PROPERTY KNOWN AS 400 NORTH GREENSBORO STREET FROM CT (CORPORATE TOWN) TO B-1G-CZ (GENERAL BUSINESS, CONDITIONAL)

(Ordinance No. 23)

05-15-2024

THE TOWN COUNCIL OF THE TOWN OF CARRBORO ORDAINS:

SECTION 1. The Official Zoning Map of the Town of Carrboro is hereby amended as follows:

That the property being described on Orange County Tax Maps as Chapel Hill Township, 400 North Greensboro Street (PIN 9778-87-6328) encompassing approximately 0.37 acres as shown on the accompanying map titled "Rezoning Exhibit CT to B-1G-CZ" is hereby rezoned from CT (Corporate Town) to B-1G-CZ (General Business, Conditional) subject to the following conditions.

- 1. The Concept Plan labeled "400 North Greensboro Street, Conditional Rezoning Drawing Set," dated <u>March 21, 2024</u>, is approved and incorporated herein to indicate all potential land uses, the general location of the building and parking areas, vehicular and bicycle-pedestrian access points, stormwater management features, areas of preserved trees and other landscaped areas. Other features and issues remain to be decided at the time a special use permit is requested for the development. Those features and issues include, but are not necessarily limited to, the location of EV charging stations, open space and recreation facilities, sidewalk facilities along North Greensboro Street, and all other elements necessary to determine compliance with the Land Use Ordinance.
- The residential density of the project shall be capped at a maximum of seven (7) dwelling units, including a combination of use classifications 1.331 (multi-family apartments with maximum 20% units with > 3 bedrooms/du) and 1.332 (multi-family apartments with no bedroom limits).
- 3. Construction of the building shall allow for future conversion to commercial use on the entire ground floor.
- 4. Seven non-residential uses shall be allowed in the development subject to compliance with Town standards. These include use classifications: 2.120 (retail, low volume traffic generation); 3.110 (office, clerical, research and services, all operations conducted entirely within fully enclosed building: operations designed to attract and serve customers or clients on the premises, such as the offices of attorneys, physicians, other professionals, insurance and stock brokers, travel agents, government office buildings, etc.); 3.120 (office, operations designed to attract little or no customer or client traffic other than employees of the entity operating the principal use), 3.220 (office, operations conducted within or outside fully enclosed building, operations designed to attract little or no customer or client traffic other than employees of the entity operating the principal use); 8.100 (restaurant, bars and night clubs; 8.200 (restaurant with outside service or consumption); and 8.900 (neighborhood cafes) if

available in the B-1G zoning district at the time such use is proposed to be added to the building.

- 5. The project shall contain at least three of the following features: water conservation, energy conservation, on-site energy production, provisions for affordable housing, alternative transportation, and provisions for public art/outdoor amenities and stormwater management that exceeds the Town's standards. The project will detain the post-development runoff to the pre-development runoff levels for the 25-year storm.
- The applicant is offering to make a payment to the Town's Affordable Housing Fund for the cost of one unit at the time when the special use permit is approved.
- The project shall include the components necessary for EV vehicle charging and E-bike charging, final locations to be determined as part of the special use permit.
- 8. The rooftop pergola will never be enclosed.

SECTION 2. This ordinance shall become effective upon adoption.

The foregoing ordinance having been submitted to a vote received the following vote and was duly adopted this the 21st day of May 2024:

The motion was carried 6-0.

AYES: Mayor Foushee, Council Member Nowell, Council Member Fray, Council Member Merrill. Council Member Posada, Council Member Haven-O'Donnell

Noes: None

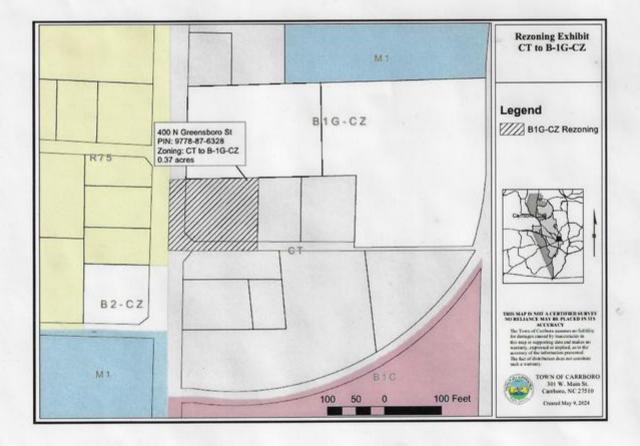
Absent or Excused: None

Barbara M. Foushee Mayor, Town of Carrboro

Attest: Lama Jøyne

I SAM MITCHELL & THOMAS LATTON, petitioner(s) for the requested rezoning, hereby agree to all conditions described above, including the site plan, building elements and notes shown on the concept plan referenced in Condition #1 and acknowledge the subsequent requirement for a special use permit.

PETITIONER SIGNATURE SAME PETITIONER SIGNATURE



Note: JSA responses for second submission of SUP-A in blue bold below, 3.17.25

AN ORDINANCE AMENDING THE CARRBORO ZONING MAP TO REZONE APPROXIMATELY 0.37 ACRES OF PROPERTY KNOWN AS 400 NORTH GREENSBORO STREET FROM CT (CORPORATE TOWN) TO B-1G-CZ (GENERAL BUSINESS, CONDITIONAL)

Draft 05-15-2024

THE TOWN COUNCIL OF THE TOWN OF CARRBORO ORDAINS:

SECTION 1. The Official Zoning Map of the Town of Carrboro is hereby amended as follows:

That the property being described on Orange County Tax Maps as Chapel Hill Township, 400 North Greensboro Street (PIN 9778-87-6328) encompassing approximately 0.37 acres as shown on the accompanying map titled "Rezoning Exhibit CT to B-1G-CZ" is hereby rezoned from CT (Corporate Town) to B-1G-CZ (General Business, Conditional) subject to the following conditions.

1. The Concept Plan labeled "400 North Greensboro Street, Conditional Rezoning Drawing Set," dated <u>March 21, 2014</u> is approved and incorporated herein to indicate all potential land uses, the general location of the building and parking areas, vehicular and bicycle-pedestrian access points, stormwater management features, areas of preserved trees and other landscaped areas. Other features and issues remain to be decided at the time a special use permit is requested for the development. Those features and issues include, but are not necessarily limited to, the location of EV charging stations, open space and recreation facilities, sidewalk facilities along North Greensboro Street, and all other elements necessary to determine compliance with the Land Use Ordinance.

JSA: The concept plan has been refined as the current site plan and incorporates the agreed upon conditions and land uses, location of building, parking area, bicycle parking, storm water management features, landscaping, location of EV charging, Downtown Livability amenities (in lieu of open space and recreation due to downtown zoning), sidewalks on North Greensboro and Parker street, and other elements necessary to determine compliance with the Land Use Ordinance.

2. The residential density of the project shall be capped at a maximum of seven (7) dwelling units, including a combination of use classifications 1.331 (multi-family apartments with maximum 20% units with > 3 bedrooms/du) and 1.332 (multi-family apartments with no bedroom limits).

JSA: Density of the project is capped at seven dwelling units, shown on the attached site and floor plans. This is achieved by the five units per the land area of the site, plus a twounit density bonus based on number 5 below.

3. Construction of the building shall allow for future conversion to commercial use on the entire ground floor.

JSA: The building has been designed with commercial construction features including plate height on the ground level, sidewalks and other amenities to allow future conversion to commercial.

4. Seven non-residential uses shall be allowed in the development subject to compliance with Town standards. These include use classifications: 2.120 (retail, low volume traffic generation); 3.110 (office, clerical, research and services, all operations conducted entirely within fully enclosed building: operations designed to attract and serve customers or clients on the premises, such as the offices of attorneys, physicians, other professionals, insurance and stock brokers, travel agents, government office buildings, etc.); 3.120 (office, operations designed to attract little or no customer or client traffic other than employees of the entity operating the principal use), 3.220 (office, operations conducted within or outside fully enclosed building, operations designed to attract little or no customer or client traffic other than employees of the entity operating the principal use); 8.100 (restaurant, bars and night clubs; 8.200 (restaurant with outside service or consumption); and 8.900 (neighborhood cafes) if available in the B-1G zoning district at the time such use is proposed to be added to the building.

JSA: Noted, but these are not proposed in the current application.

5. The project shall contain at least three of the following features: water conservation, energy conservation, on-site energy production, provisions for affordable housing, alternative

transportation, and provisions for public art/outdoor amenities and stormwater management that exceeds the Town's standards. The project will detain the post-development runoff to the pre-development runoff levels for the 25-year storm.

JSA/CC response: Density bonus of two extra units is proposed on the site. Per condition 5 in the CZ process, the project proposes:

- A. Energy Conservation this all-electric building will use high-seer electric heat pumps and/or cassette heat pumps to limit energy use for mechanical equipment. Low-e glass and highly insulated building envelope will also contribute. All lighting will be LED and some automated control systems are anticipated to aid in energy conservation.
- B. Alternative Transportation The owners/residents plan to use traditional vehicular transportation very little on this project. There is absolute minimal parking provided, but also electric vehicle charging. The project is within walking distance of many downtown amenities and bicycle parking will be provided both exterior and interior to the building. Bus stops are also very near the property.
- C. Storm Water Management despite the small project site and size, the project will exceed the Town standard and will detain the post-development runoff to the pre-development runoff levels for the 25-year storm.
- The applicant is offering to make a payment to the Town's Affordable Housing Fund for the cost of one unit at the time when the special use permit is approved.
 JSA/CC response: The project will make the payment to the Town's Affordable Housing Fund for the agreed upon number (at the CZ hearing) when the SUP-A is approved.
- The project shall include the components necessary for EV vehicle charging and E-bike charging, final locations to be determined as part of the special use permit.
 JSA/CC response: EV charging and E-bike charging conduit locations will be provided and locations shown on the site plans.
- 8. The rooftop pergola will never be enclosed.

JSA/CC response: Rooftop pergola will not be enclosed. However, access by stair and elevator for ADA may be provided (non-occupiable space, no occupiable indoor space will ever be provided).

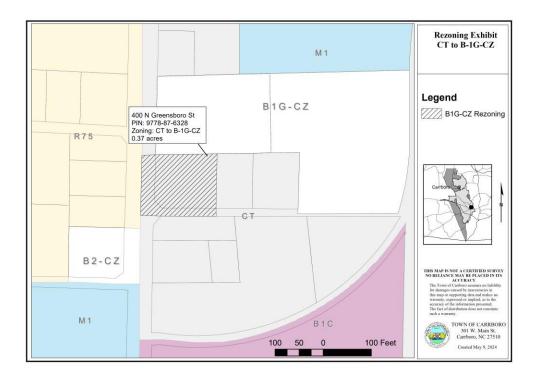
9. The applicant shall show and dedicate on the special use permit plans, right of way sufficient to provide their respective share of the future paved Parker Street, to include 20 feet of pavement, curb and gutter, and a sidewalk within the right of way.

JSA/CC response: Dedication of right-of-way for both more vehicular width and for sidewalk have been provided on the site plans.

SECTION 2. This ordinance shall become effective upon adoption.

The foregoing ordinance having been submitted to a vote received the following vote and was duly adopted this_____day of 2024:

ABSENT OR EXCUSED:



SHEET LIST TITLE # PROJECT COVER SHEET A0.0

PROJECT COVER SHEET A.0.0 CIML COVER & LET CALL SUVEY EVENTING COMPUTES & DEMOLTION AND C.31 GRACING & DEMOLTION AND C.31 UTULTY TANIC C.4.1 STORM DARING CHART CALL DETALS C112 DETALS C112

CONCEPT PLAN FOR CANOPY COVERAGE & L1.0 BUFFER/SCREENING LANDSCAPE PLAN LANDSCAPE PLAN L2.0

FLOOR PLATES A1.0 ELEVATIONS 2.0 REFERENCE PERSPECTIVES 28.0 STRUCTURAL (RESERVED) S MECHANICAL (RESERVED) M PLUMING (RESERVED) P

ELECTRICAL (RESERVED) E

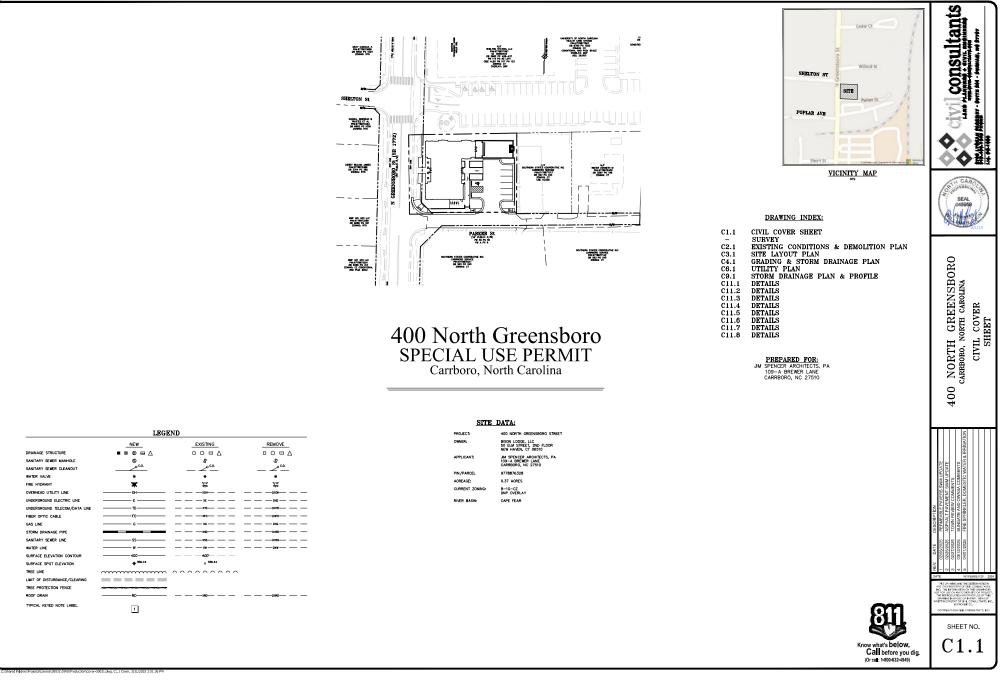
400 N. GREENSBORO STREET

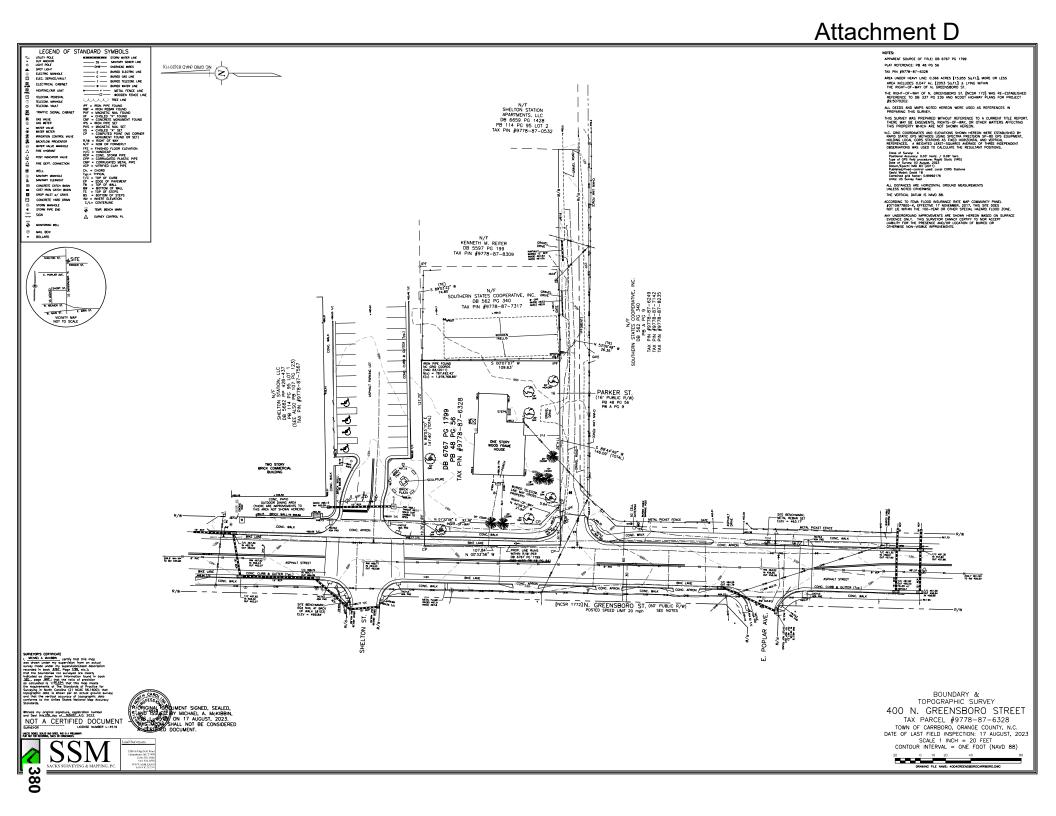
CARRBORO, NC 27510

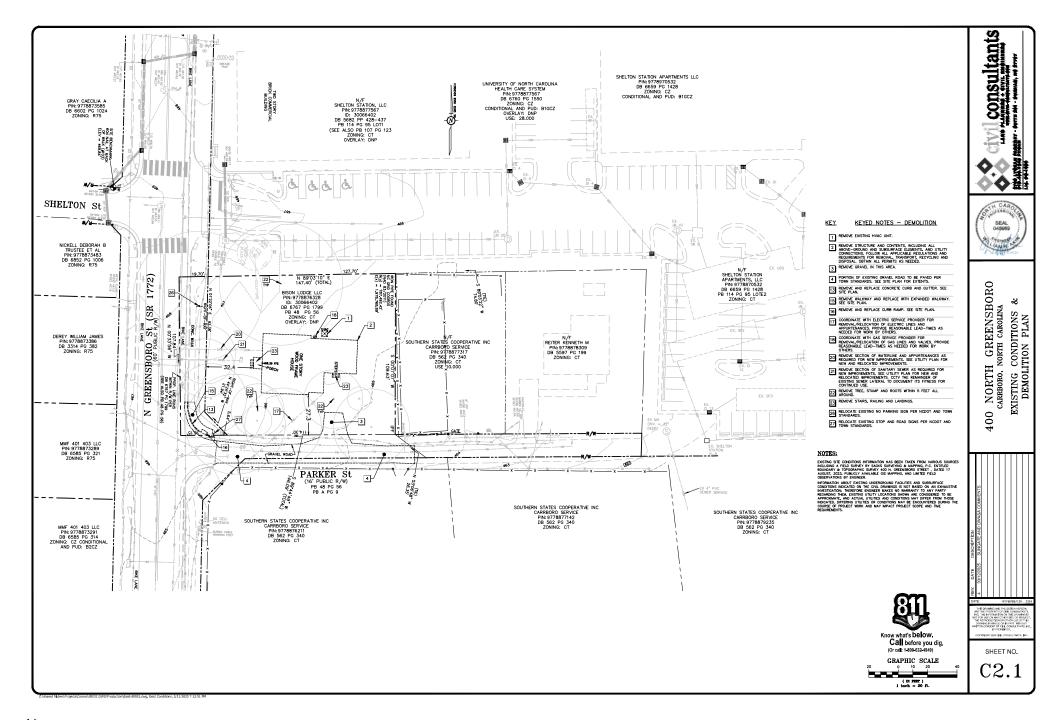
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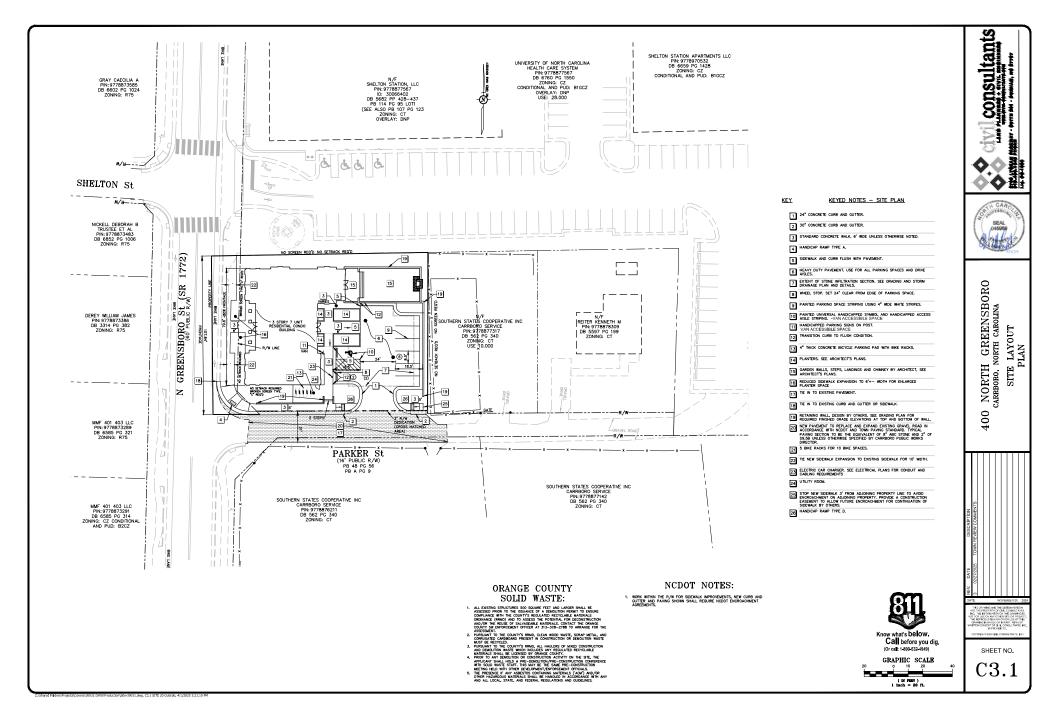


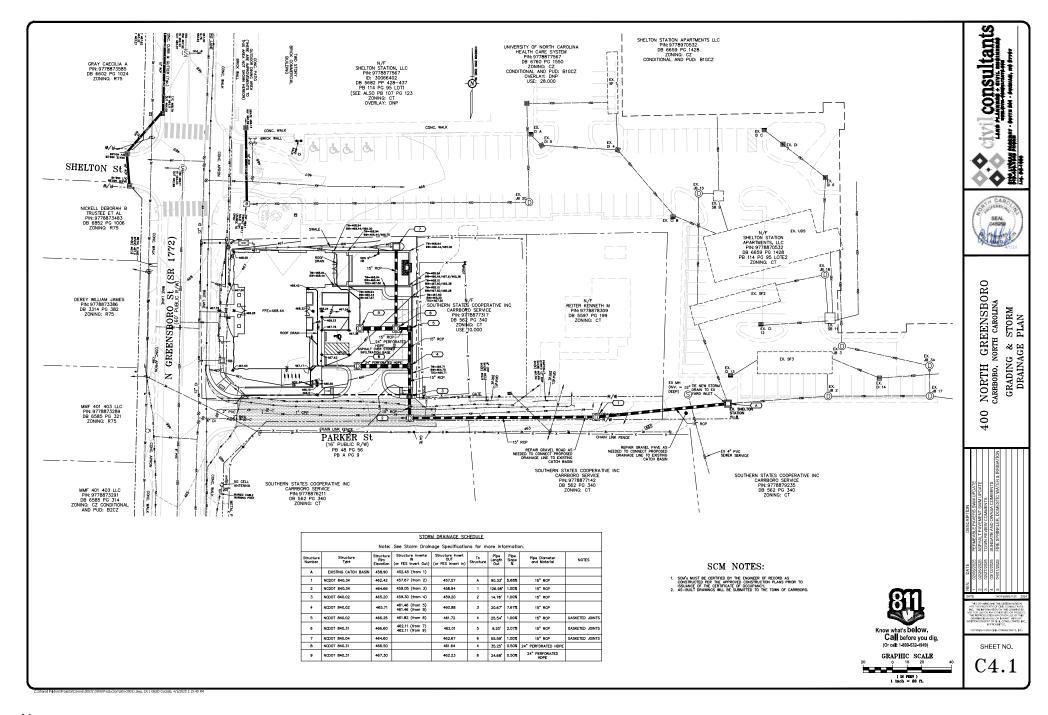
SECTION			
	REGULATION	PROPOSED 400 N. GREENSBORO PER B1-G-CZ	_
15-146	PERMISSABLE USE	1.321 MULTI-FAMILY PERMITTED & PROPOSED	
15-178	DOWNTOWN ARCHITECTURAL STANDARDS	ARTICULATED ENTRIES GLAZING: 60% GROUND, 40% OVERALL, 20% SHADE FREE	
15-181	MINIMUM LOT SIZE	3,000 SF RESIDENTIAL (OTHERWISE NO LIMIT)	
15-182	RESIDENTIAL DENSITY	3,000 SF/UNIT MIN. = 5 + 2 (DENSITY BONUS) = 7 (DENSITY BONUS PER 15-141.4)	
15-182.4	AFFORDABLE UNITS	PAYMENT IN-LIEU	-
15-183	LOT WIDTH	NO MINIMUM (107' ACTUAL)	
15-184	SETBACKS	0' STREET ROW PERMITTED; 20' PROPOSED 0' LOT BOUNDARY PERMITTED; 4' MIN. @ REAR	-
15-185	BUILDING HEIGHT	ADJACENT TO N. GREENSBORO (OVER 50' ROW) & PARKER ST. (16' ROW) 3 STORIES	
15-185.1	DNP BUFFER	BULDING LENGTH ALONG BOUNDARY <80% LOT (86.4') OR 80' MAX, 10' STEP BACK FROM SECOND FLOOR FACADE	
15-291	PARKING	1.3 NO PARKING MINIMUM, MAX = 1/BED+1 PER 4 UNITS 7 + 1 ADA = 8 PROVIDED	
	BICYCLE PARKING	1.5/UNIT = 11 PROVIDED	_
15-250	SCREENING OF DUMPSTERS	REQUIRED IF CLEARLY VISIBLE	
15-308	SCREENING & TREES	TREE CANOPY: 40% REDUCED TO 20% PER 15-319(b) SEE ATTACHED REQUEST BROKEN SCREEN TYPE "C*	-
15-196	RECREATIONAL AREA POINTS	SUBSECTION D-2: NOT REQUIRED FOR SUBDIVIDED RESIDENTIAL <15 UNITS N/A PER B1-G-CZ	
15-198	OPEN SPACE	SUBSECTION J: NOT REQUIRED FOR SUBDIVIDED RESIDENTIAL <15 UNITS N/A PER B1-G-CZ	NOTE ADDED RD. 3-5.28.25 ADDITION OF COMMERCIAL SPACE TO THIS SITE AT A LATER
15-204	DOWNTOWN LIVABILITY AREA	>25% RESIDENTIAL: 12% OF TOTAL LAND AREA = 1,915 SF 2,200 SF PROVIDED	DATE WILL REQUIRE A MINOR MODIFICATION TO THE SUP-A

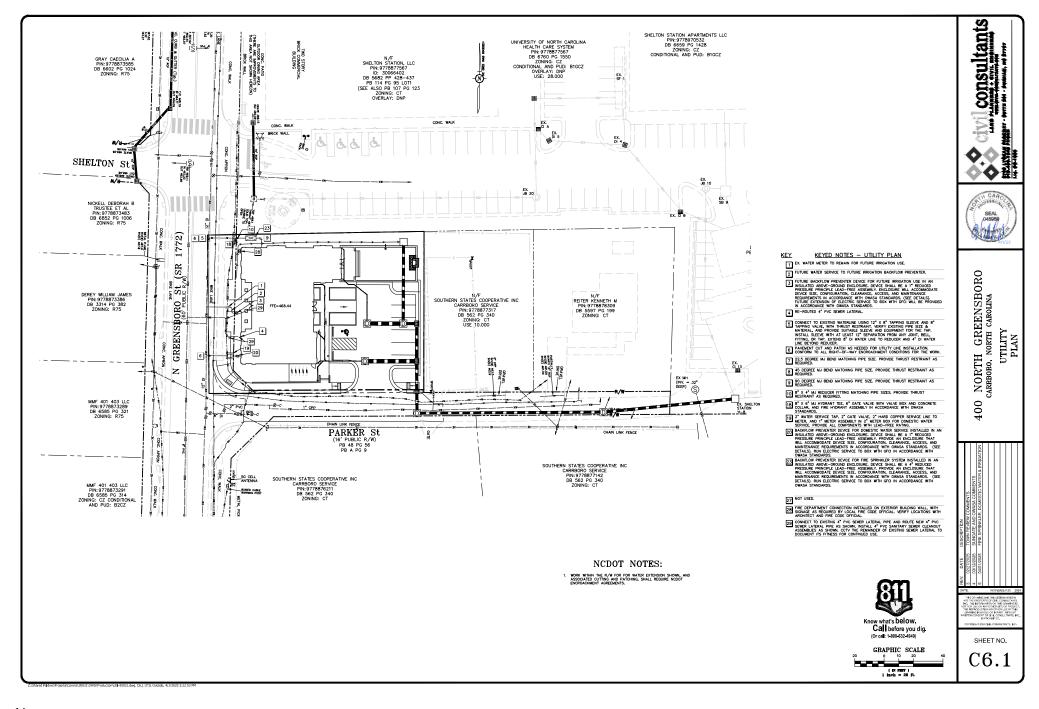


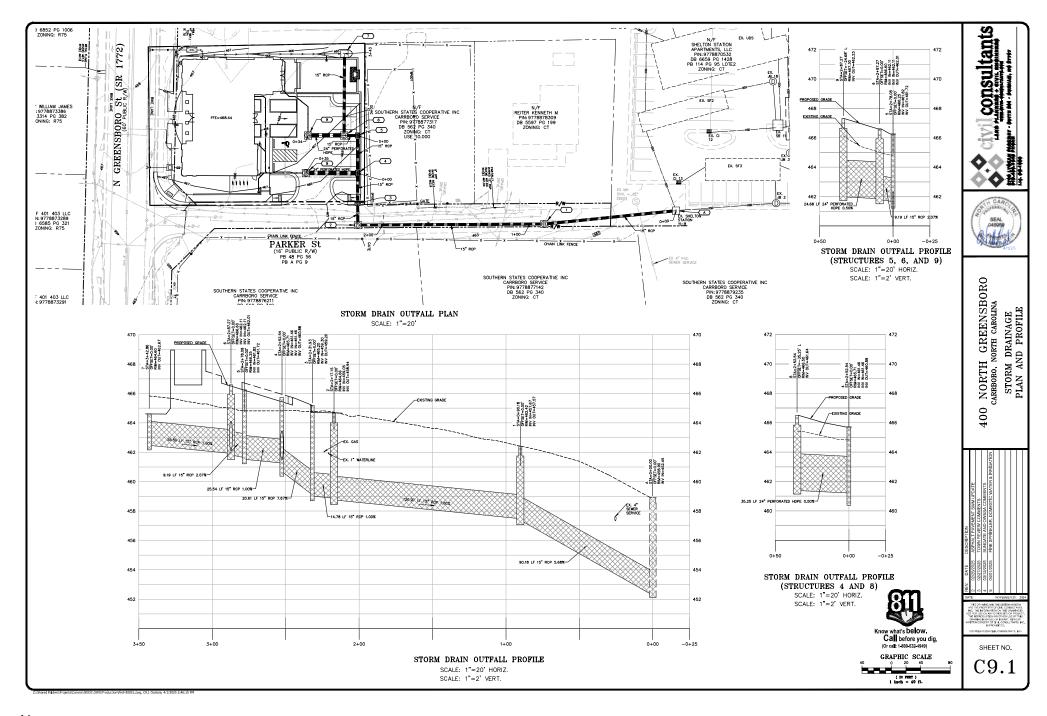


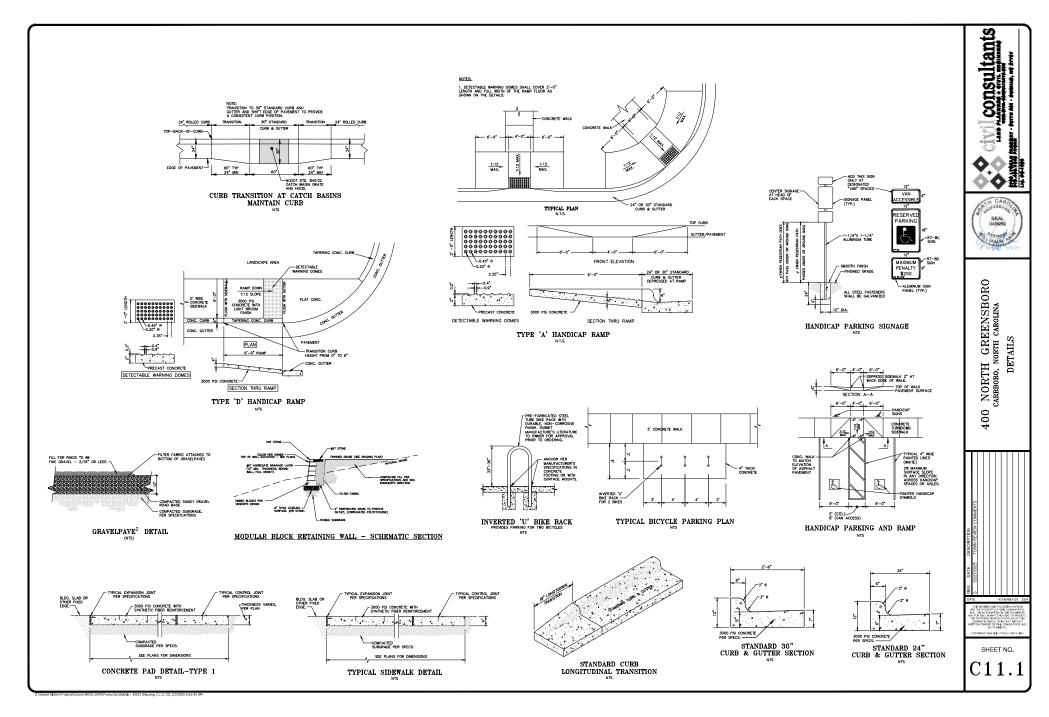




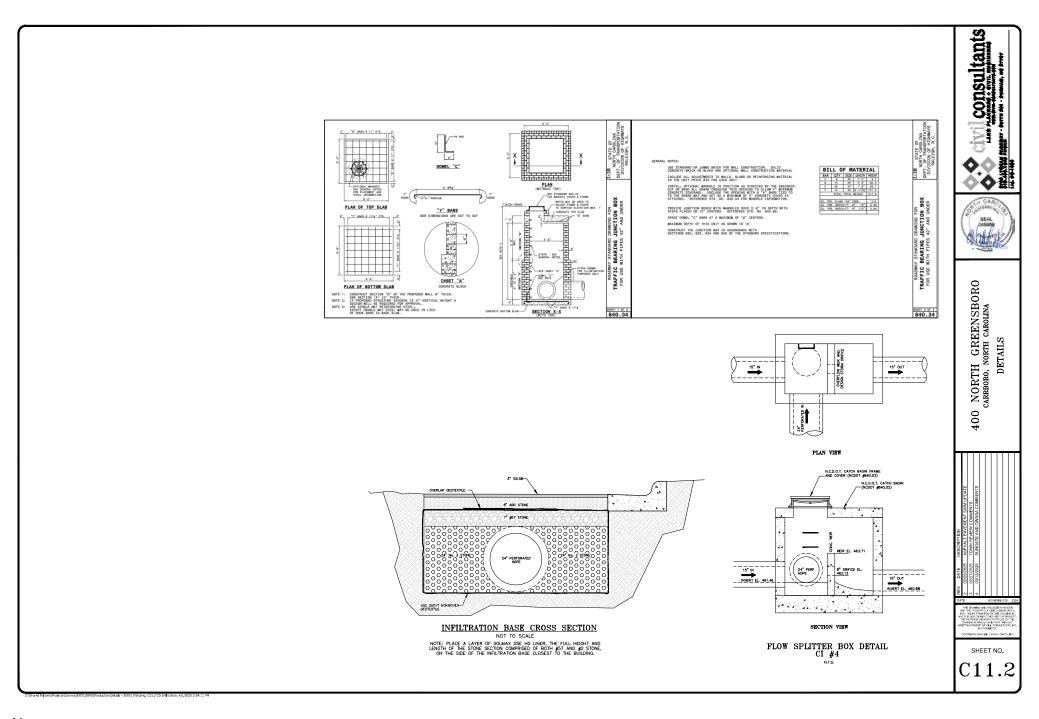


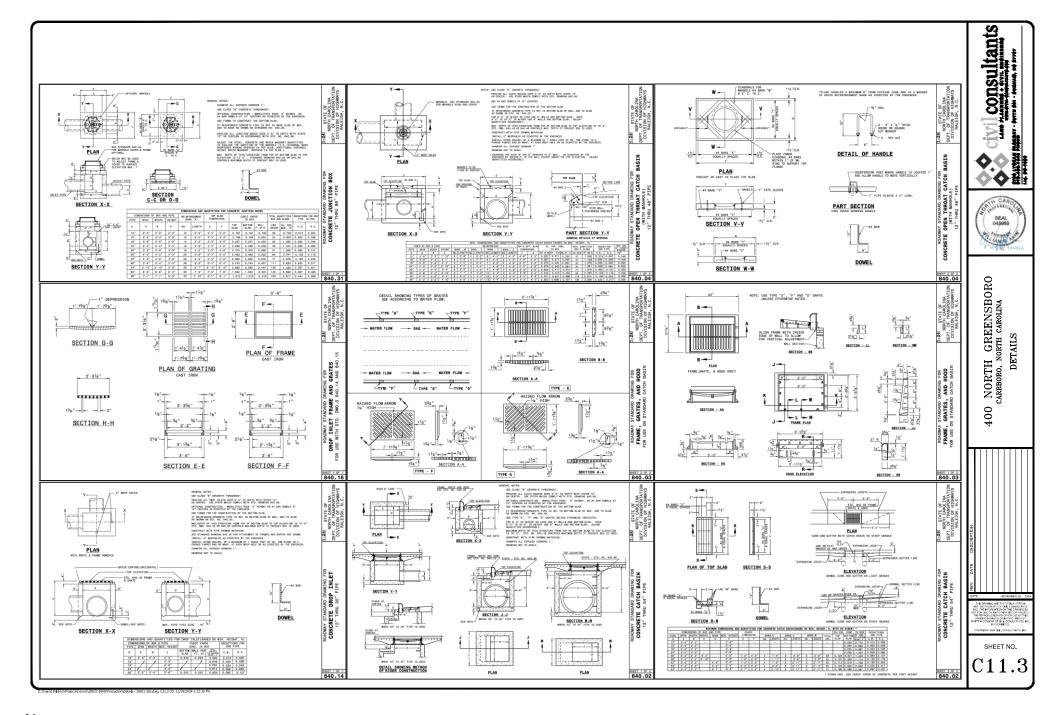


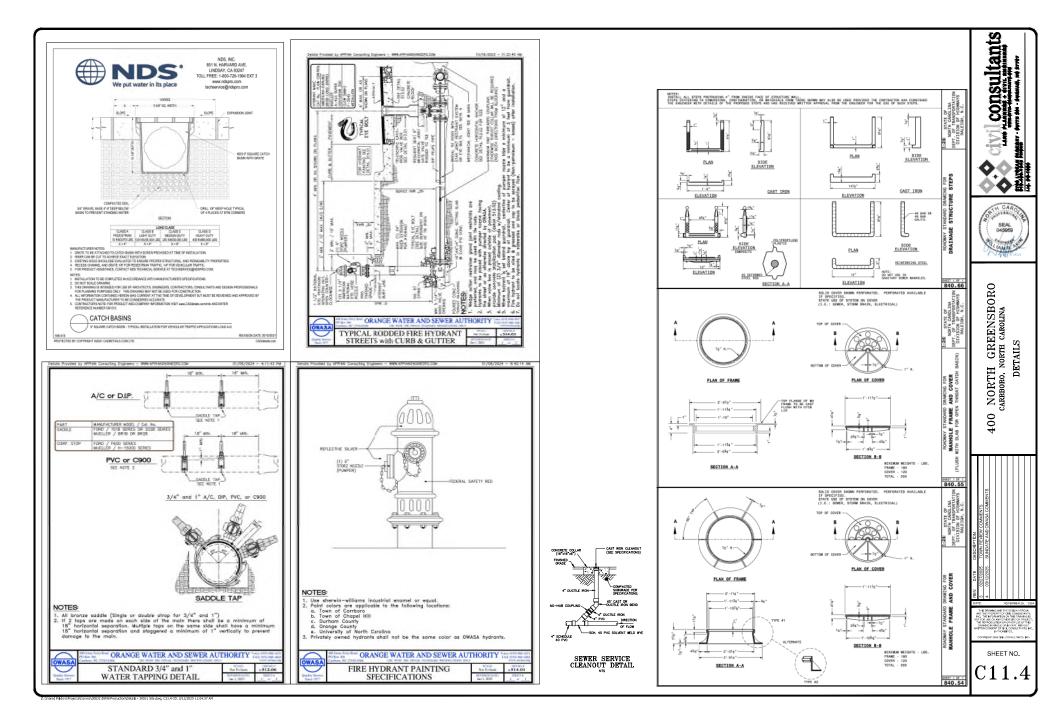


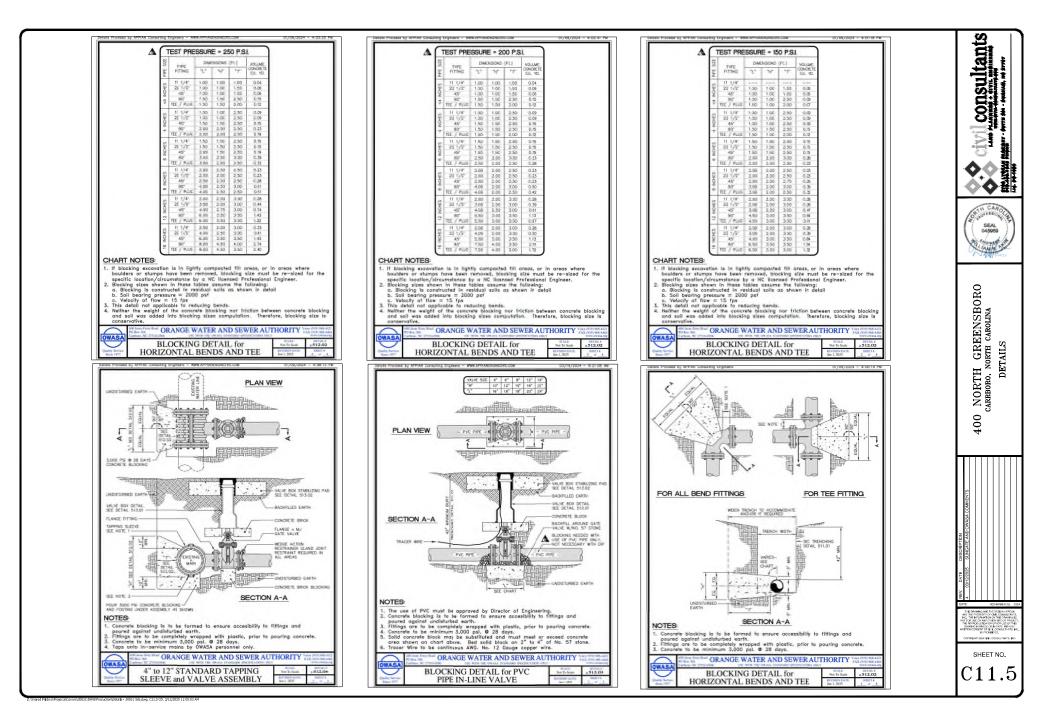


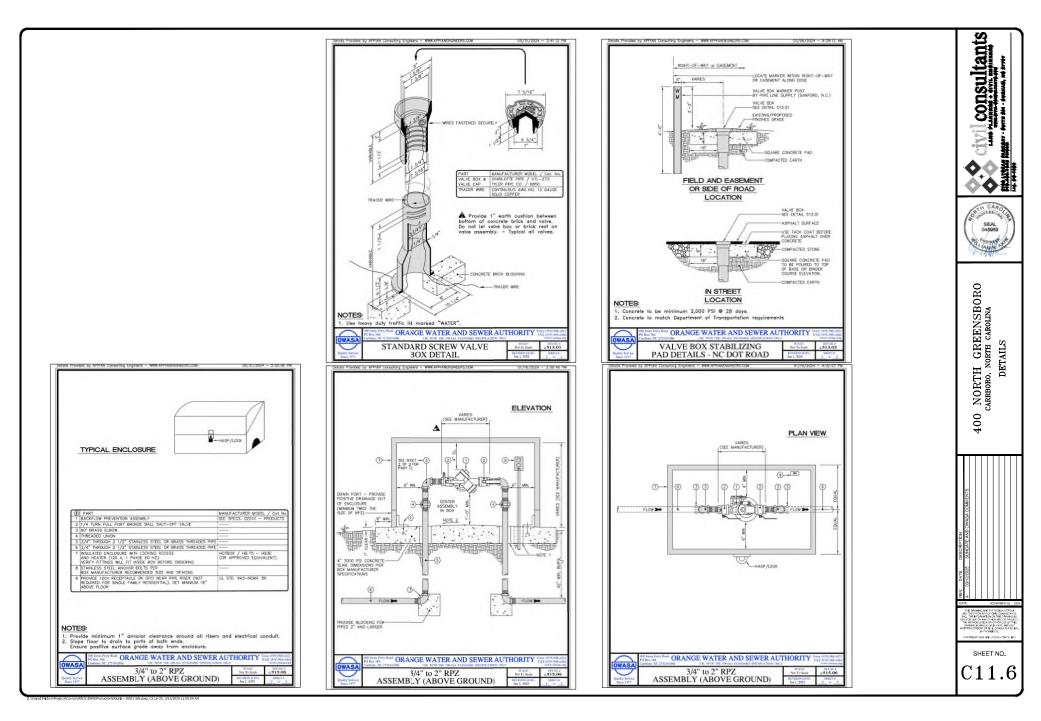
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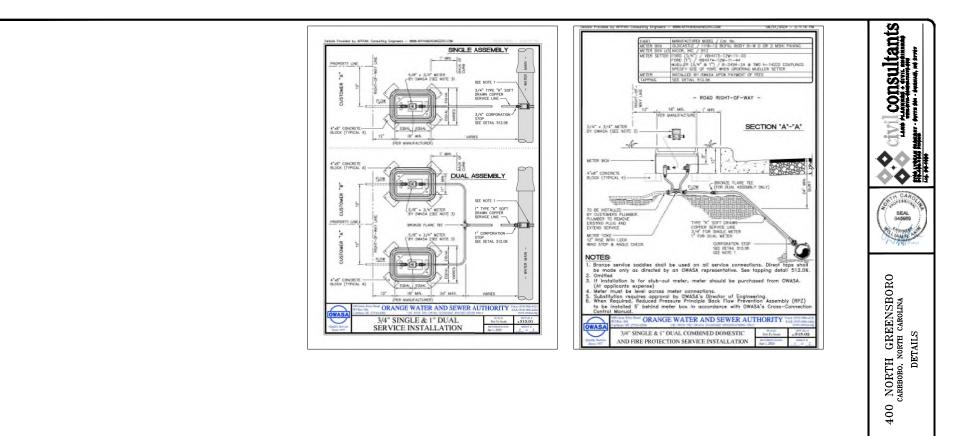


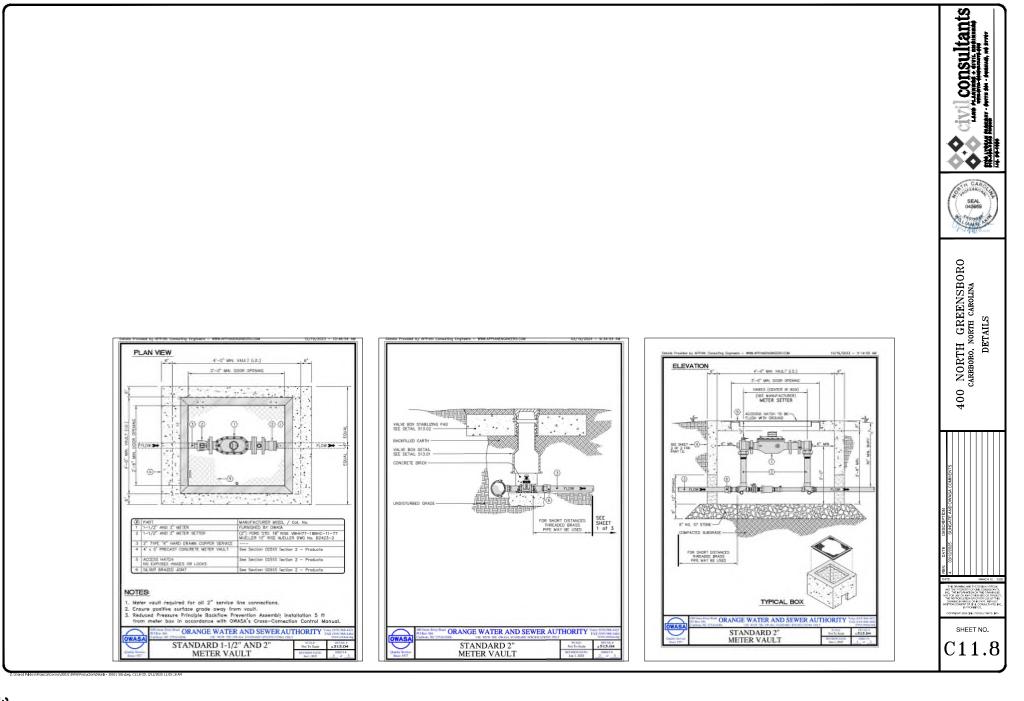




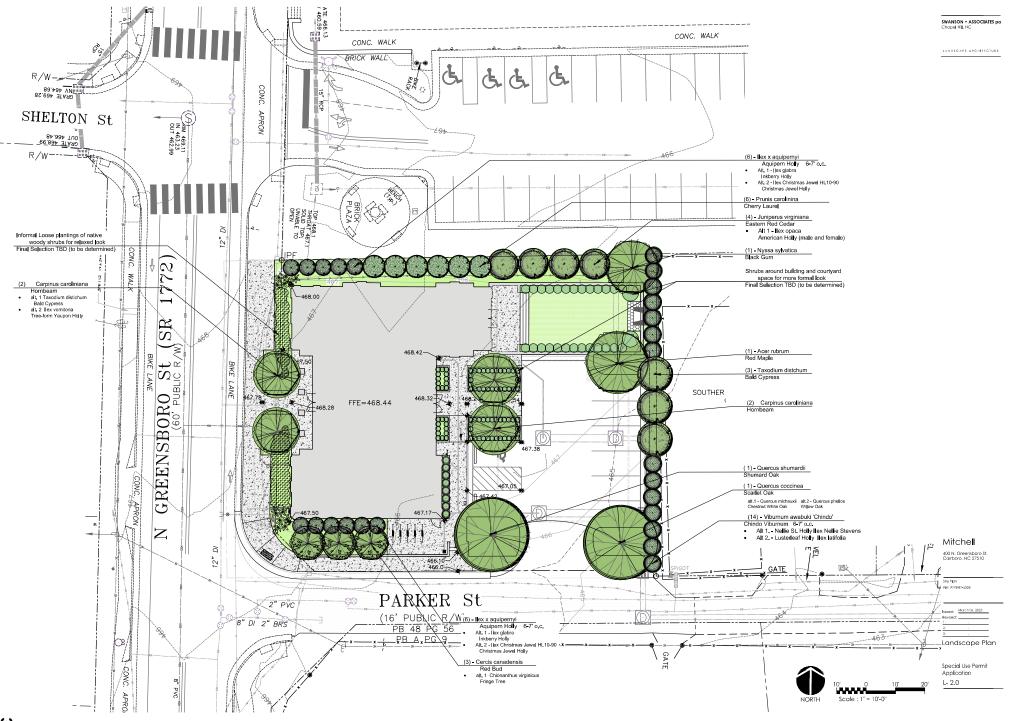


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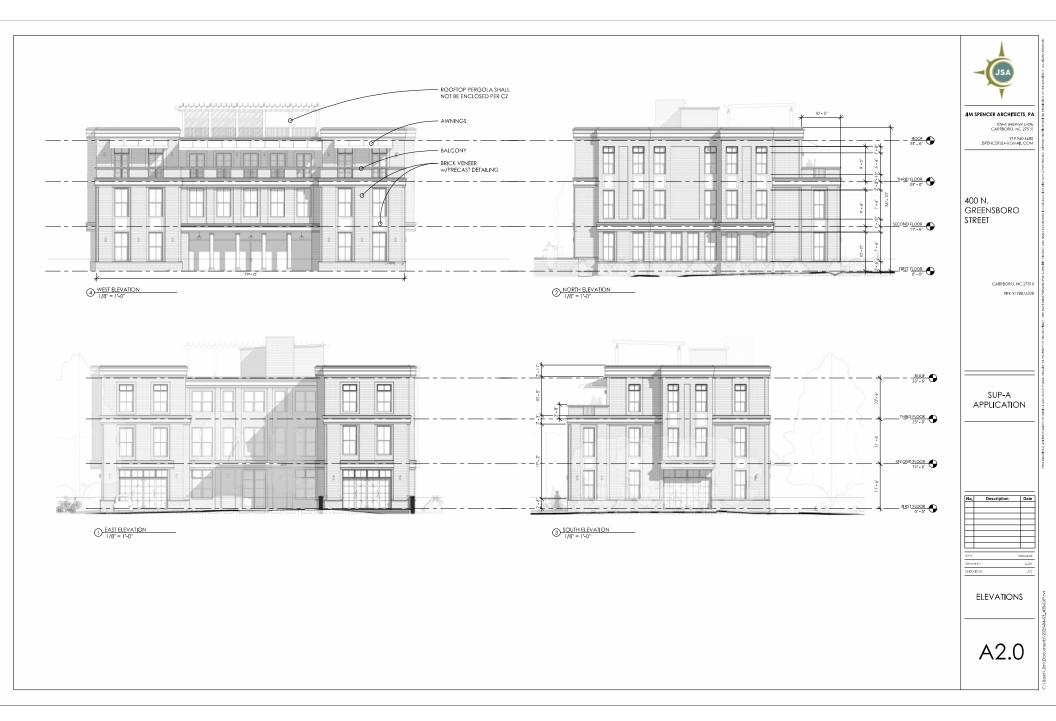




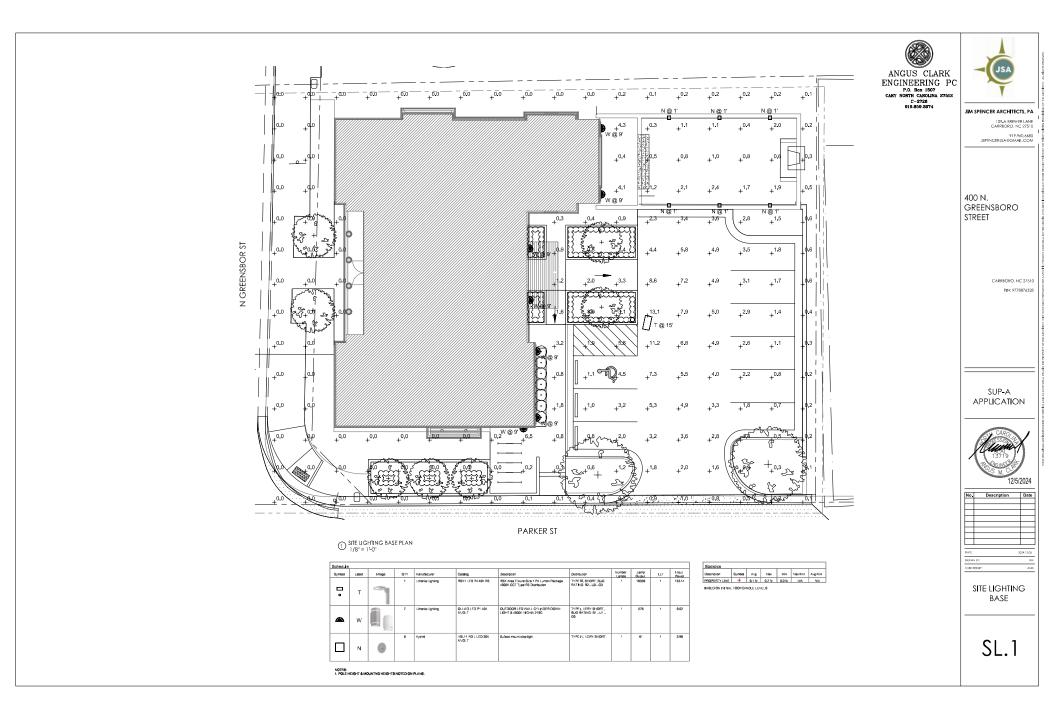














JIM SPENCER ARCHITECTS, PA 109A Brewer Lane | PO Box 385 Carrboro, NC 27510 919.960.6680

May 20, 2025

Town of Carrboro Planning, Zoning, and Inspections Division 301 West Main Street Carrboro, NC 27510

Re: Formal request for Modification to Canopy Coverage Standards

Mitchell project, 400 North Greensboro, SUP-A application

Dear Town of Carrboro PZI staff,

Please consider this our formal request for modification of the tree canopy requirements in the Carrboro Land Use Ordinance section 15-319. During our Conditional Zoning review, the issue was discussed at length with staff and the site plan approved with the CZ ordinance included a proposal for 20% canopy coverage as "substantially compliant". We have made minor landscaping changes associated with the site plan for this SUP-A, but have once again proposed this 20% canopy coverage for this very small urban site.

Our design team and owners feel that this proposed coverage supports the goals of the new comprehensive plan and further, that it complies with section 15-319(b)(1) of the ordinance. This section allows the permit issuing authority to approve a development application that does not fully comply with the standards when it finds that the application substantially complies with these standards and enables the project to better achieve other Town objectives. In this project's case, the reduced canopy enables improved storm water management greatly, allows the building to have better solar access for potential active and passive solar energy use, and allows for more residential density in the downtown area. The comprehensive plan specifically (and repeatedly) mentions the Town's desire for infill, dense residential development along already established transit corridors with existing infrastructure. We feel our project is a perfect addition to the town in this location and should be allowed this modification to the ordinance standard.

Best, regards,

zencer///

Jim Spencer, AIA, LEED BD+C Jim Spencer Architects, PA



JIM SPENCER ARCHITECTS, PA 109A Brewer Lane | PO Box 385 Carrboro, NC 27510 919.960.6680

June 4, 2025

Town of Carrboro Planning, Zoning, and Inspections Division 301 West Main Street Carrboro, NC 27510

Re: **Downtown Livability Area and Urban Amenities Provisions** Mitchell project, 400 North Greensboro, SUP-A application

Dear Town of Carrboro PZI staff,

Thank you for your assistance with this project. We present this letter as notification of our compliance with LUO Section 15-204, Downtown Livability Area and Urban Amenities Provisions.

This residential project requires 12% of its total land area to qualify as downtown livability area. For this project, this equates to 1,915 square feet of area. We have provided approximately 3,060 square feet of qualifying area. These areas include an outdoor sunken patio social gathering area, a rooftop pergola covered social gathering area, and non-parking shading planting areas which provide habitat for wildlife and decrease stormwater runoff. These areas are improved with urban amenities – rooftop pergolas, garden seating and walls, and planting areas/seat walls, which have been estimated by our contractor at a minimum \$ 77,500 installed. The current assessed value of the property is \$ 580,300. At the seven (7) % requirement, this value would need to meet or exceed \$ 40,621. Please see attached estimate from our general contractor for more information.

Please let us know if you need any additional information.

Best regards,

mol Spencer//

Jim Spencer, AIA, LEED BD+C Jim Spencer Architects, PA

Description of Downtown Livability Areas and Urban Amenities Provisions

~ Sunken Garden – DLA of 1,091 square feet. UA includes low walls, fireplace feature, planted fencing, and multi-use surface and outdoor furniture Estimate forthcoming

~ Rooftop Pergola with live plants – DLA of 520 square feet. UA includes pergola structure with potted trained plants for shade and carbon sequester Estimate forthcoming

~ Shade Producing Street Trees – DLA of minimum 400 square feet (N. Greensboro) Estimate forthcoming

~ Widened Sidewalks – DLA of approximately 1,050 square feet (increase from 4' to 10' at North Greensboro, increase of 0 to 5' on Parker). UA includes brick-edge sidewalk on North Greensboro and Parker Street Estimate forthcoming



Richard C. Kirkland, Jr., MAI 9408 Northfield Court Raleigh, North Carolina 27603 Phone (919) 414-8142 <u>rkirkland2@gmail.com</u> www.kirklandappraisals.com

Attachment G

June 4, 2025

Mr. Jim Spencer, AIA Jim Spencer Architects, PA PO Box 385 Carrboro, NC 27510

Mr. Spencer

I have considered the likely impact on adjoining property values from the proposed 400 N. Greensboro Street, Carrboro, North Carolina.

The scope of this assignment is to address whether or not the proposed development will substantially injure the value of adjoining property, and whether or not the proposed development will be in harmony with the scale, bulk, coverage, density, and character of the neighborhood in which it is located. To this end I have reviewed the site plan and considered the potential impacts on adjoining properties. I have not been asked to assign any value to any specific property.

This letter is a limited report of a real property appraisal consulting assignment. My client is Jim Spencer Architects, PA. The intended use is to assist in the permit application. The effective date of this consultation is June 4, 2025.

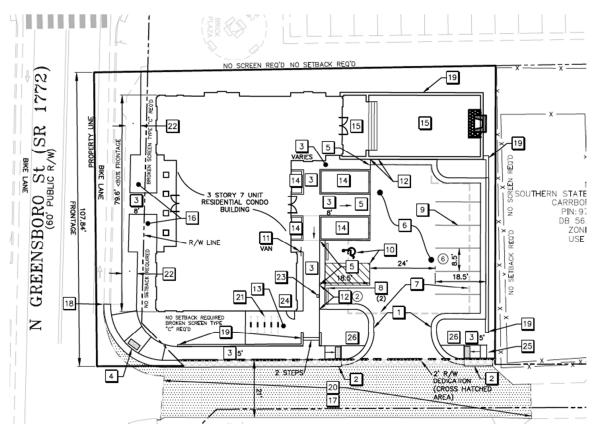
Current Use Description

The subject property is currently improved with a dwelling built in 1922 on 0.37 acres.



Proposed Use Description

The subject property is proposed to be developed with 7 condominium units in a 3-story building.



Adjoining Use Description



Mr. Jim Spencer June 4, 2025



The property to the north is a commercial mixed-use development in two stories.

The property to the east is a parking lot for the Southern States Cooperative. The property to the south is the Southern States Cooperative commercial use.



The properties to the west are older homes across Greensboro Street from the subject property. These same homes are already on this busy street and across from the commercial uses noted above as well as in close proximity to Carr Mill Mall.



Mr. Jim Spencer June 4, 2025

Market Data – Area Specific

I have considered the proximity of the nearby homes and townhomes to multifamily uses.

1 - Royal Park Apartments, Carrboro, NC



Royal Park Apartments are the units at the south side of the above aerial map. This apartment use has single family homes to the north of the clubhouse within 120 feet from home to building. University Lake Apartments are the building on the west side of the map. While in close proximity to the homes across the street, I did not find any recent sales of those homes for analysis.

The most recent sale in this area is 105 King Street that sold on Marcy 7, 2024 for \$369,000 for a 1,045 s.f. 3 BR, 2 BA brick ranch with a carport that was built in 1968 on 0.20 acres. The sales price works out to \$353.11 per s.f.

I did an MLS search for home sales in Carrboro since 2023 for 1,000 to 1,200 s.f. homes built between 1950 and 1980. I came up with 5 homes (one is 105 King Street) as shown on the following page. The homes sold for prices ranging from \$314.49 to \$353.11 per s.f. The home on King Street actually sold for more than any of the other comparable properties as a total sales price and on a price per square foot. This strongly supports a finding of no impact on the home from the adjoining apartments at a very similar distance of 140 feet from the apartment clubhouse.

Mr. Jim Spencer June 4, 2025

Number of Properties: 5

Num	Address	LvngArea	DOM	LP	LP/LvngArea	SP	SP/LvngArea
1	116 Hanna Street	1097	4	\$325,000	\$296.26	\$345,000	\$314.49
2	426 S Greensboro Street	1088	8	\$355,000	\$326.29	\$355,000	\$326.29
3	436 S Greensboro Street	1064	8	\$349,000	\$328.01	\$360,000	\$338.35
4	105 Todd Street	1024	3	\$339,000	\$331.05	\$360,000	\$351.56
5	105 King Street	1045	7	\$395,000	\$377.99	\$369,000	\$353.11
Avg		1063	6	\$352,600	\$331.92	\$357,800	\$336.76
Min		1024	3	\$325,000	\$296.26	\$345,000	\$314.49
Max		1097	8	\$395,000	\$377.99	\$369,000	\$353.11
Med		1064	7	\$349,000	\$328.01	\$360,000	\$338.35

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Mr. Jim Spencer June 4, 2025



2 - Sagebrook of Chapel Hill Apartments

These apartments are in close proximity to the homes on Windhover Drive. The closest home is 40 feet from the nearest apartment building. The closest home is 2145 Windhover Drive that sold on December 3, 2024 for \$759,000 for this two-story brick home with 3,307 s.f., 4 BR, 2.5 BA, 2-car garage, with a grand staircase and library built in 1992 on 0.26 acres. The purchase price works out to be \$229.51 per s.f.

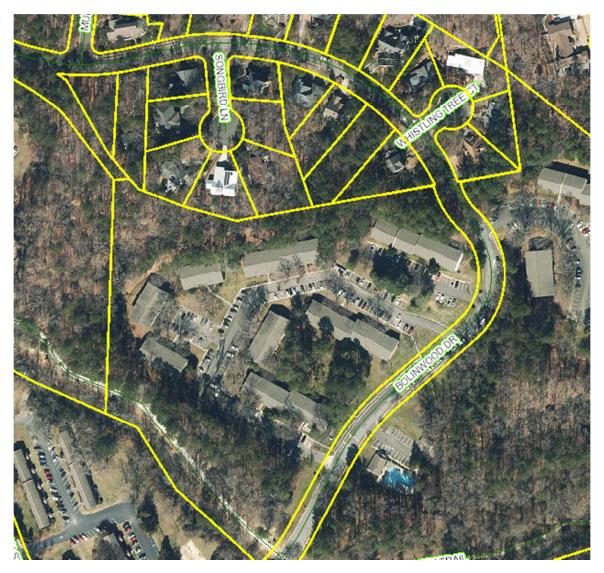
In searching the local MLS, I identified 5 sales of brick homes in Orange County/Chapel Hill since 2023 between 3,100 and 3,500 s.f. in size with 2-car garages on lots between 0.15 acres and 0.50 acres. The range of sales prices is \$219.75 per square foot to \$314.96 per s.f. with an average of \$251.43 per s.f. and a median of \$229.51 per s.f.

The home on Windhover Drive sold at that median price point both in total sales price as well as for price per square foot. However, it was on the market for 40 days when the median time was 3 days. There was one other home that was on the market for 37 days at 604 Ironwoods Drive, but that home had no nearby proximity issues. This may have more to do with a shift in the market as two of the three sales with only 2 or 3 days on market were sold in 2023. The two sales with 37 to 40 days on market are both in 2024.

Still there may have been some impact from the apartment building being within 40 feet, but even that was not on the price per square foot, but may suggest a slightly longer marketing time.

The closest home to these units will be almost three times that distance and is a much lower priced home as well. I consider this data set to support a finding of no impact for the proposed development on the adjoining residential uss.

Num	Address	LvngArea	DOM	LP	LP/LvngArea	SP	SP/LvngArea
1	108 Worsham Drive	3290	3	\$749,900	\$227.93	\$749,900	\$227.93
2	604 Ironwoods Drive	3413	37	\$800,000	\$234.40	\$750,000	\$219.75
3	214 Windhover Drive	3307	40	\$769,000	\$232.54	\$759,000	\$229.51
4	2004 Camden Lane	3136	2	\$720,000	\$229.59	\$831,000	\$264.99
5	113 Wild Iris Lane	3175	3	\$985,000	\$310.24	\$1,000,000	\$314.96
Avg		3264	17	\$804,780	\$246.94	\$817,980	\$251.43
Min		3136	2	\$720,000	\$227.93	\$749,900	\$219.75
Max		3413	40	\$985,000	\$310.24	\$1,000,000	\$314.96
Med		3290	3	\$769,000	\$232.54	\$759,000	\$229.51



3 - Stratford Hills Apartments, Chapel Hill, NC

The apartments at Stratford Hills are in close proximity to the homes off Songbird Lane. I identified a recent sale of 104 Songbird Lane that sold on May 24, 2022 for \$1,102,000 for this 3,257 s.f., 4 BR, 3.5 BA, home with 2-car garage built in 1997 on 0.36 acres. This contemporary home is 180 feet from the nearest apartment building at Stratford Hills. The purchase price works out to be \$337.73 per s.f. This home was built after the apartments.

I identified 10 contemporary home sales between January 2021 and June 2023 for homes between 3,000 and 3,400 s.f. The average price was \$958,500, or \$302.78 per s.f. The median price was \$815,000, or \$259.71 per s.f.

The subject property was the third highest priced home identified in total price and price per square foot. The two that sold for more includes 101 Botanical Way that was identified as a "magazine-worthy modern masterpiece" and 801 Indian Springs Road that adjoins Brookwood Condominiums.

The sale at 104 Songbird Lane supports a finding of no impact due to proximity to the nearby apartments.

Num	Address	LvngArea	DOM	LP	LP/LvngArea	SP	SP/LvngArea
1	1923 Price Creek Road	3050	6	\$649,900	\$213.08	\$680,000	\$222.95
2	122 Oldham Place	3392	5	\$639,000	\$188.38	\$710,000	\$209.32
3	208 Sierra Drive	3036	5	\$700,000	\$230.57	\$730,000	\$240.45
4	121 Wolfs Trail	3216	25	\$760,000	\$236.32	\$748,000	\$232.59
5	105 Rhododendron Drive	3399	79	\$825,000	\$242.72	\$785,000	\$230.95
6	101 Huntington Drive	3029	9	\$750,000	\$247.61	\$845,000	\$278.97
7	3504 Bluestone Court	3216	3	\$899,999	\$279.85	\$935,000	\$290.73
8	104 Songbird Lane	3257	7	\$925,000	\$284.00	\$1,102,000	\$338.35
9	801 Indian Springs Road	3075	2	\$1,179,000	\$383.41	\$1,300,000	\$422.76
10	101 Botanical Way	3121	5	\$1,250,000	\$400.51	\$1,750,000	\$560.72
Avg		3179	14	\$857,790	\$270.65	\$958,500	\$302.78
Min		3029	2	\$639,000	\$188.38	\$680,000	\$209.32
Max		3399	79	\$1,250,000	\$400.51	\$1,750,000	\$560.72
Med		3168	5	\$792,500	\$245.17	\$815,000	\$259.71

Conclusion

The proposed use is consistent with the zoning and nearby uses. The proposed condominiums are sited in such a way that there are only three adjoining homes and those are across a busy street and those homes are in close proximity to several commercial projects. Similar and higher priced homes identified earlier in this letter show compatibility with no impact on property value from nearby multifamily uses. Those examples are notably in areas where there are no commercial impacts which is a further mitigating factor for this conclusion of no impact. Additional supporting data is included attached to this letter.

I conclude based on the data presented that the proposed development and/or use will not substantially injure the value of adjoining property. I further conclude that the proposed development and/or use will be in harmony with the scale, bulk, coverage, density, and character of the neighborhood in which it is located.

Sincerely,

Sola C Kall / 2

Richard C. Kirkland, Jr., MAI State Certified General Appraiser







Alan W. (Ty) Sutton Jr. MAI, SRA, AI-GRS Appraiser Certified General Real Estate Appraiser A 4198

Mr. Jim Spencer June 4, 2025

Market Data - Supplemental NC Data

I have considered the proximity of the nearby homes and townhomes to apartment uses.

1-Greenbriar Apartments, Garner, NC



This apartment use adjoins Garner High School. The adjoining use breakdown is shown below. I have identified no adjoining sales for matched pair analysis. The homes are on average approximately 265 feet from the adjoining apartments.

Adjoining Use Breakdown

	Acreage	Parcels
Residential	22.27%	84.00%
Commercial	3.28%	8.00%
School	74.45%	8.00%
Total	100.00%	100.00%

Mr. Jim Spencer June 4, 2025



2-Bryan Woods Apartments, Garner, NC

These apartments are north of US 70 and separate commercial uses from single family uses. The adjoining use breakdown is shown below. The homes are on average approximately 145 feet from the adjoining apartments.

I note that adjoining parcel 20 sold on June 2, 2023 for \$535,000 for a 4 bedroom 3 bathroom dwelling that is 2,929 s.f. This also adjoins commercial uses and doesn't make for a good matched pair. For this reason I have not performed a matched pair analysis on this transfer.

I have analyzed the transfers of adjoining parcels 6 and 7 on the following pages.

	Acreage	Parcels				
Residential	24.08%	75.00%				
Religous	21.04%	10.00%				
Commercial	49.24%	10.00%				
Fire Dept	5.63%	5.00%				
Total	100.00%	100.00%				

Adjoining Use Breakdown

Matched Pair Adjoining Parcel 6 2023 Sale

I note that this matched pair is support for multifamily adjoining lower density single family dwellings.

Adjoining parcel number 6 has an address of 112 Dullis Circle. It sold August 2, 2023 for \$385,000 for a 1,940 s.f. dwelling built in 1997 for an indicated \$198.45 per s.f. for the 3-bedroom 2-bathroom dwelling.

The Federal Housing Finance Agency (FHFA) market calculator indicates a 16% time adjustment from Quarter 4 2021 to Quarter 2 2022. After that point it indicates a 10% adjustment in time for the following quarters.

I have utilized a time adjustment of 16% per year or 1.33% per month for Quarter 4 2021 through Quarter 2 2022 and I have utilized a time adjustment after that of 10% per year or 0.83% per month. I have used \$5,000 per half bathroom difference and \$10,000 per full bathroom difference. I have adjusted for the difference in gross living area by 80% of the sales price per s.f. I have adjusted for difference of a 1 car garage by \$10,000.

507 Longview Street is a 3-bedroom 2 bathroom 1,803 s.f. dwelling that sold October 22, 2021 for \$295,000 which indicates \$163.62 per s.f. This was built in 1966. This is similar to Parcel 6 but transferred approximately 22 months earlier.

202 Purvis Street sold for \$355,000 on September 22, 2022 for a 4-bedroom 3-bathroom dwelling with 1,921 s.f. This was built in 1980. This indicates a value of \$184.80 per sf.

416 Avery Street is a 4-bedroom 3 bathroom 2,426 s.f. dwelling that sold May 10, 2022 for \$384,000 which indicates \$158.29 per s.f. This was built in 1965.

A	djoining	Residential Sales	After Ap	oartments B	uilt							
	Apts	Address	Acres	Date Sold	Sales Price	Built	GBA	\$/GBA	BR/BA	Park	Style	Other
	Adjoins	112 Dullis Circle	0.36	8/2/2023	\$385,000	1997	1,940	\$198.45	3/2	1 Car Gar	Ranch	N/A
	Not	507 Longview St	0.30	10/22/2021	\$295,000	1966	1,803	\$163.62	3/2	Carport	Ranch	N/A
	Not	202 Purvis St	0.44	9/22/2022	\$355,000	1980	1,921	\$184.80	4/3	Drive	Ranch	N/A
	Not	416 Avery St	0.30	5/10/2022	\$384,000	1965	2,426	\$158.29	4/3	Drive	Ranch	N/A

										Avg	
Apts	Address	Time	YB	GLA	BR/BA	Park	Other	Total	% Diff	% Diff	Distance
Adjoins	112 Dullis Circle							\$385,000			93
Not	507 Longview St	\$55,903	\$45,725	\$17,932		\$8,000		\$422,560	-10%		
Not	202 Purvis St	\$31,312	\$30,175	\$2,809	-\$10,000	\$10,000		\$419,296	-9%		
Not	416 Avery St	\$48,431	\$61,440	-\$61,541	-\$10,000	\$10,000		\$432,330	-12%		
										-10%	
										Avg	

These sales support an adjusted range from \$419,296 to \$432,330 which are above adjoining Parcel 6 at \$385,000. These have an average indicated impact of negative 10%. This matched pair indicates a mild negative for being adjacent to apartments at a distance of 93 feet.

Matched Pair Adjoining Parcel 7 2021 Sale

I note that this matched pair is support for multifamily adjoining lower density single family dwellings.

The address for Parcel number 7 is 120 Dullis Circle. It sold November 1, 2021 for \$279,000 for a 1,203 s.f. dwelling built in 1997 for an indicated \$231.92 per s.f for the 3-bedroom 2-bathroom dwelling.

The Federal Housing Finance Agency (FHFA) market calculator indicates a 16% time adjustment from Quarter 4 2021 to Quarter 2 2022. After that point it indicates a 10% adjustment in time for the following quarters.

I have utilized a time adjustment of 16% per year or 1.33% per month for Quarter 4 2021 through Quarter 2 2022 and I have utilized a time adjustment after that of 10% per year or 0.83% per month. I have used \$5,000 per half bathroom difference and \$10,000 per full bathroom difference. I have adjusted for the difference in gross living area by 80% of the sales price per s.f. I have adjusted for difference of a 1 car garage by \$10,000.

243 Dullis Circle to the south is a 3-bedroom 2 bathroom 1,232 s.f. dwelling that sold May 17, 2022 for \$325,000 which indicates \$263.80 per s.f. This was built in 1999.

111 Cedar Lane to the north is a 3-bedroom 2 bathroom 1,178 s.f. dwelling that sold May 16, 2022 for \$275,000 which indicates \$233.45 per s.f. This was built in 1989.

110 Cedar Lane to the north is a 3-bedroom 1.5-bathroom 1,044 s.f. dwelling that sold October 20, 2021 for \$205,000 which indicates \$196.36 per s.f. This was built in 1986.

A	djoining	Residential Sales	After A	oartments B	uilt							
	Apts	Address	Acres	Date Sold	Sales Price	Built	GBA	\$/GBA	BR/BA	Park	Style	Other
	Adjoins	120 Dullis Circle	0.21	11/1/2021	\$279,000	1997	1,203	\$231.92	3/2	Drive	Ranch	N/A
	Not	243 Dullis Circle	0.21	5/17/2022	\$325,000	1999	1,232	\$263.80	3/2	Drive	Ranch	N/A
	Not	111 Cedar Ln	0.21	5/16/2022	\$275,000	1989	1,178	\$233.45	3/2	Drive	Ranch	N/A
	Not	110 Cedar Ln	0.38	10/20/2021	\$205,000	1986	1,044	\$196.36	3/1.5	Drive	Ranch	N/A

										Avg	
Apts	Address	Time	YB	GLA	BR/BA	Park	Other	Total	% Diff	% Diff	Distance
Adjoins	120 Dullis Circle							\$279,000			130
Not	243 Dullis Circle	-\$25,350	-\$3,250	-\$6,120				\$290,280	-4%		
Not	111 Cedar Ln	-\$21,450	\$11,000	\$4,669				\$269,219	4%		
Not	110 Cedar Ln	\$888	\$11,275	\$24,977	\$5,000			\$247,140	11%		
										4%	
										Avg	

These sales support an adjusted range from \$247,140 to \$290,280 which brackets Parcel 7 at \$279,000. These have an average indicated impact of 4% at a distance of 130 feet. I consider this strong support for apartments having no impact on the adjoining property values.

16



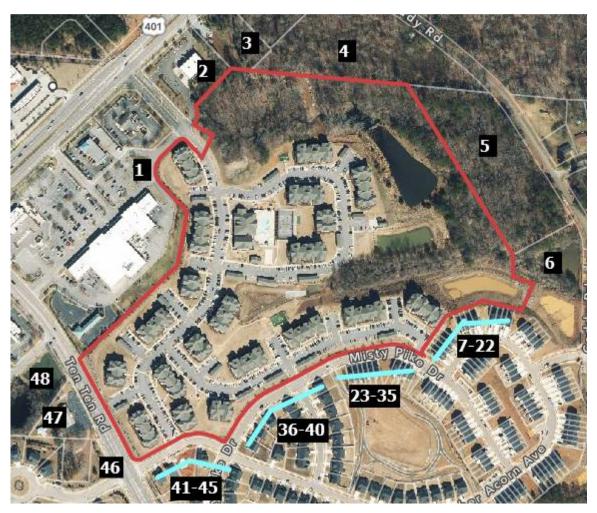
3-Evolve Apartments, Garner, NC

This is to the south of Timber Drive and adjoins several residential uses. I have shown adjoining use breakdown below. I did not identify and potential matched pairs from 2022 through 2025. The homes are on average approximately 180 feet from the adjoining apartments.

Adjoining Use Breakdown

	Acreage	Parcels
Residential	30.60%	71.43%
Commercial	3.98%	7.14%
Government	37.06%	14.29%
Medical	28.36%	7.14%
Total	100.00%	100.00%

17



4-Villages at McCullers Walk, Raleigh, NC

This adjoins residential uses, townhome uses and commercial uses. The adjoining use breakdown is shown below. The homes are on average approximately 120 feet from the adjoining apartments.

Adjoining Parcel 40 sold on August 3, 2022 for \$620,000 for a 4 bedroom 4 full bathroom 3,623 s.f. dwelling. This is significantly larger and at a higher price point than the other homes in this neighborhood. I have not attempted to do a matched pair analysis on this sale but note that it is 195 feet from the apartments.

Adjoining Use Breakdown

	Acreage	Parcels
Residential	16.97%	87.50%
Government	6.81%	2.08%
Commercial	22.21%	8.33%
Manufacturing	54.01%	2.08%
Total	100.00%	100.00%



5-Marquee Station, Fuquay Varina, NC

The adjoining use breakdown is shown below. The homes are on average approximately 180 feet from the adjoining apartments.

I have identified two adjoining sales to do a matched pair analysis on. These are parcels 7 and 9.

Adjoining Use Breakdown							
	Acreage	Parcels					
Residential	15.92%	76.67%					
Agricultural	80.29%	3.33%					
Commercial	3.33%	16.67%					
Government	0.47%	3.33%					
Total	100.00%	100.00%					

Matched Pair Adjoining Parcel 7 2023 Sale

I note that this matched pair is support for multifamily adjoining lower density single family dwellings.

Adjoining parcel number 7 has an address of 1930 Sterling Hill Drive. It sold March 25, 2022 for \$405,500 for a 1,920 s.f. dwelling built in 2003 for an indicated \$211.20 per s.f. for the 4-bedroom 3-bathroom dwelling.

The Federal Housing Finance Agency (FHFA) market calculator indicates a 16% time adjustment from Quarter 4 2021 to Quarter 2 2022. After that point it indicates a 10% adjustment in time for the following quarters.

I have utilized a time adjustment of 16% per year or 1.33% per month for Quarter 4 2021 through Quarter 2 2022 and I have utilized a time adjustment after that of 10% per year or 0.83% per month. I have used \$5,000 per half bathroom difference and \$10,000 per full bathroom difference. I have adjusted for the difference in gross living area by 80% of the sales price per s.f. I have adjusted for difference of a 1 car garage by \$10,000.

1457 Cairo Way is a 3-bedroom 3 bathroom 1,735 s.f. dwelling that sold January 13, 2022 for \$330,000 which indicates \$190.20 per s.f. This was built in 2006.

1456 Cairo Way sold for \$360,000 on October 29, 2021 for a 3-bedroom 3-bathroom dwelling with 2,385 s.f. This was built in 2008. This indicates a value of \$150.94 per sf.

1444 Sexton Ridge is a 3-bedroom 3 bathroom 2,387 s.f. dwelling that sold April 20, 2023 for \$400,000 which indicates \$167.57 per s.f. This was built in 2006.

djoining	Residential Sales	After A	oartments B	uilt							
Apts	Address	Acres	Date Sold	Sales Price	Built	GBA	\$/GBA	BR/BA	Park	Style	Other
Adjoins	1930 Sterling Hill	0.17	3/25/2022	\$405,500	2003	1,920	\$211.20	4/3	2 Car Gar	2-Story	N/A
Not	1457 Cairo Way	0.16	1/13/2022	\$330,000	2006	1,735	\$190.20	3/3	1 Car Gar	2-Story	N/A
Not	1456 Cairo Way	0.18	10/29/2021	\$360,000	2008	2,385	\$150.94	3/3	2 Car Gar	2-Story	N/A
Not	1444 Sexton Ridge	0.19	4/20/2023	\$400,000	2006	2,387	\$167.57	3/3	2 Car Gar	2-Story	N/A

										Avg	
Apts	Address	Time	YB	GLA	BR/BA	Park	Other	Total	% Diff	% Diff	Distance
Adjoins	1930 Sterling Hill							\$405,500			87
Not	1457 Cairo Way	\$10,530	-\$4,950	\$28,150		\$10,000		\$373,730	8%		
Not	1456 Cairo Way	\$23,784	-\$9,000	-\$56,151				\$318,633	21%		
Not	.444 Sexton Ridg	-\$43,933	-\$6,000	-\$62,606				\$287,462	29%		
										19%	
										Avg	

These sales support an adjusted range from \$287,462 to \$373,730 which are significantly below Parcel 7 at \$405,500. These have an average indicated impact of positive 19%. This matched pair indicates a significant positive for being adjacent to apartments at a distance of 87 feet.

Matched Pair Adjoining Parcel 9 2021 Sale

I note that this matched pair is support for multifamily adjoining lower density single family dwellings.

The address for Parcel number 9 is 1938 Sterling Hill Drive. It sold April 27, 2023 for \$328,500 for a 1,613 s.f. dwelling built in 2002 for an indicated \$203.66 per s.f for the 3-bedroom 3-bathroom dwelling.

The Federal Housing Finance Agency (FHFA) market calculator indicates a 16% time adjustment from Quarter 4 2021 to Quarter 2 2022. After that point it indicates a 10% adjustment in time for the following quarters.

I have utilized a time adjustment of 16% per year or 1.33% per month for Quarter 4 2021 through Quarter 2 2022 and I have utilized a time adjustment after that of 10% per year or 0.83% per month. I have used \$5,000 per half bathroom difference and \$10,000 per full bathroom difference. I have adjusted for the difference in gross living area by 80% of the sales price per s.f. I have adjusted for difference of a 1 car garage by \$10,000.

1457 Cairo Way is a 3-bedroom 3 bathroom 1,735 s.f. dwelling that sold January 13, 2022 for \$330,000 which indicates \$190.20 per s.f. This was built in 2006.

1456 Cairo Way sold for \$360,000 on October 29, 2021 for a 3-bedroom 3-bathroom dwelling with 2,385 s.f. This was built in 2008. This indicates a value of \$150.94 per sf.

1444 Sexton Ridge is a 3-bedroom 3 bathroom 2,387 s.f. dwelling that sold April 20, 2023 for \$400,000 which indicates \$167.57 per s.f. This was built in 2006.

Adj	djoining Residential Sales After Apartments Built											
	Apts	Address	Acres	Date Sold	Sales Price	Built	GBA	\$/GBA	BR/BA	Park	Style	Other
Α	Adjoins	1938 Sterling Hill	0.17	4/27/2023	\$328,500	2002	1,613	\$203.66	3/3	2 Car Gar	2-Story	N/A
	Not	1457 Cairo Way	0.16	1/13/2022	\$330,000	2006	1,735	\$190.20	3/3	1 Car Gar	2-Story	N/A
	Not	1456 Cairo Way	0.18	10/29/2021	\$360,000	2008	2,385	\$150.94	3/3	2 Car Gar	2-Story	N/A
	Not	1444 Sexton Ridge	0.19	4/20/2023	\$400,000	2006	2,387	\$167.57	3/3	2 Car Gar	2-Story	N/A

										Avg	
Apts	Address	Time	YB	GLA	BR/BA	Park	Other	Total	% Diff	% Diff	Distance
Adjoins	1938 Sterling Hill							\$328,500			95
Not	1457 Cairo Way	\$44,187	-\$6,600	-\$18,564		\$10,000		\$359,023	-9%		
Not	1456 Cairo Way	\$62,244	-\$10,800	-\$93,223				\$318,221	3%		
Not	.444 Sexton Ridg	\$787	-\$8,000	-\$103,762				\$289,024	12%		
										2%	
										Avg	

These sales support an adjusted range from \$289,024 to \$359,023 which brackets Parcel 9 at \$328,500. These have an average indicated impact of positive 2%. I consider this strong support for apartments having no impact on the adjoining property values.

SUMMARY SHEET OF STAFF AND ADVISORY BOARD RECOMMENDATIONS SPECIAL USE PERMIT-A FOR 400 North Greensboro Street Multifamily Residential Project

STAFF RECOMMENDATIONS					
Staff Recommendations (w/ Advisory Board support where applicable):	Explanation: Staff recommendations, primarily related to LUO compliance, are represented by #s 1 thru 12 below. If an advisory board voted to 'support' the staff recommendation, then such board is listed after staff in the left-hand column.				
Recommended by	Recommendations				
Staff, PB	 The applicant shall complete the development strictly in accordance with the plans submitted to and approved by this Council, a copy of which is filed in the Carrboro Town Hall. Any deviations from or changes in these plans must be submitted to the Development Review Administrator in writing and specific written approval obtained as provided in Section 15-64 of the Land Use Ordinance. 				
Staff, PB	 If any of the conditions affixed hereto or any part thereof shall be held invalid or void, then this permit shall be void and of no effect. 				
Staff, PB	3. That the required affordable housing payment (for two units) must be submitted to the town before any building permit is issued at the subject site. The amount to be paid will be in accordance with the amount identified in the town's fee schedule for an affordable housing payment-in-lieu at the time the payment is submitted.				

Staff, PB	c tl tl	That a detail drawing for brick-edged sidewalks ommon to downtown Carrboro be included in he construction plans, and be constructed for he sidewalks along both North Greensboro treet and Parker Street.
Staff, PB	ro p tl	That Town Council finds that the tree canopy equirement is hereby reduced to 20% for the project, based on the information provided by the applicant in accordance with LUO Section .5-319.
Staff, PB	D fe is d tl fc b c d d	That the applicant shall provide to the Zoning Division, prior to the approval of a building bermit, or before the release of a bond if some eatures are not yet in place at the time of ssuing the first building permit, Mylar and ligital as-builts for the stormwater features of he project. Digital as-builts shall be in PDF ormat and shall include a base map of the whole project and all separate plan sheets. As- built PDF files shall include all layers or tables ontaining storm drainage features. Storm lrainage features will be clearly delineated in a lata table. The data will be tied to horizontal ontrols.
Staff, PB	ir n s s f f (i n s t t	Per Section 15-263.1, that the developer shall include a detailed stormwater system maintenance plan, specifying responsible entity and schedule. The plan shall include cheduled maintenance activities for each tormwater BMP in the development, performance evaluation protocol, and requency of self-reporting requirements including a proposed self-reporting form) on maintenance and performance. The plan and upporting documentation shall be submitted o Town engineer and Stormwater Utility staff or approval prior to construction plan pproval.

Staff, PB	8. That, prior to issuance of a CO, or the certification of a stormwater SCM, the applicant shall submit a performance security to be posted and held by the Town for a period of two years per the provisions of Section 15-263(i).
Staff, PB	9. That the developer shall follow all established town procedures associated with the installation of SCMs within the development, including but not limited to filing Operation and Maintenance Agreements and submitting and receiving approval of as-built drawings for all SCMs, in accordance with established town procedures in place at the time. The developer must also make clear to both the town staff and the OA representatives in place at such time exactly when any related responsibilities have transitioned to the OA.
Staff, PB	10. Fire flow calculations shall be submitted and approved by the Town Engineer and Town Fire Department prior to construction plan approval.
Staff, PB	11. That the applicant receive a CAPS certificate from the Chapel Hill-Carrboro City Schools district pursuant to Article IV, Part 4 of the Carrboro Land Use Ordinance prior to construction plan approval.
Staff, PB	12. That, prior to issuance of a building permit, the Owner's declarations and covenants shall satisfy the applicable provisions of the Land Use Ordinance subject to review and approval of the Town Attorney.
Advisory Boards	Recommendations
Planning Board	13. Recommends approval with staff conditions
TMGAC	14. Recommends approval

CEAC	15. The Climate and Environmental Advisory Commission (CEAC) recommends that the Town Council approve the zoning request SUP- A with modifications. The town requires 40% tree canopy for residential projects; the developer has requested a reduction to 20%. We like the 400 N. Greensboro St. project design since it aligns with the TOC comprehensive plan in these areas: urban density in the downtown core, limited parking, alternative transportation, a 100-year stormwater control, and some tree canopy. We cite this credible evidence for proposing a few modifications, most of which the developers have already mentioned during the review process, and which would further meet the town's goal to reduce urban heat.
CEAC	 16. To compensate for the tree canopy reduction from 40% to 20%, we support these modifications and would like them to be formally included in the project. a) Lean into native plants—at least 85% of all trees, shrubs, vines, ground covers, etc. should be natives. b) Create habitat-rich layers and edges. c) Consider other cooling strategies such as green walls or vertical gardens, a green roof (extensive or intensive), and rooftop gardens.
ESC	17. Recommends approval

TOWN OF CARRBORO

Planning Board

301 West Main Street, Carrboro, North Carolina 27510

COMMENTS

THURSDAY, JUNE 5, 2025

Recommendation for 400 North Greensboro Street, Special Use Permit-A

Poulton made a motion that the Planning Board recommends that the Town Council approve the Special Use Permit-A, with all the ten staff recommendations. Foushee seconded the motion.

VOTE: AYES: (8) Buckner, Foushee, Gaylord-Miles, Kirkpatrick, Peretin, Sinclair, Scales, Scott NOES: (0) **ABSTENTIONS: (0)** ABSENT/EXCUSED: (0)

Rachel Gaylord-Miles Planning Board Chair

6/11/25

Date





TOWN OF CARRBORO

Transportation, Mobility & Greenways Advisory Commission

301 West Main Street, Carrboro, North Carolina 27510

RECOMMENDATION

JUNE 5, 2025

Final Review of 400 North Greensboro Street SUP-A

Motion was made by X and seconded by X that the <u>Transportation</u>, <u>Mobility & Greenways Advisory</u> <u>Commission</u> of the Town of Carrboro recommends to the Town Council the following regarding final review of 400 North Greensboro Street SUP-A:

1. That the Carrboro Town Council should approve the Special Use Permit-A for the project.

<u>VOTE</u>: AYES: (3) Jones-Peretto, Dalton, Keefe NOES: (0) ABSTENTIONS: (0) ABSENT/EXCUSED: (3) Salvesen, Doll, McLamb

June, 6, 2025

<u>Clyse M Keefe</u> (Chair)

(Date)

DATE:	6/10/2025
TO:	Christina Moon, Town Planner; Martin Roupe, Development Review
FROM:	Jane Danielewicz, CEAC chair
RE:	Residential Project SUP-A Final Review

The Climate and Environmental Advisory Commission (CEAC) recommends that the Town Council approve the zoning request SUP-A with modifications. The town requires 40% tree canopy for residential projects; the developer has requested a reduction to 20%.

We like the 400 N. Greensboro St. project design since it aligns with the TOC comprehensive plan in these areas: urban density in the downtown core, limited parking, alternative transportation, a 100-year stormwater control, and some tree canopy.

We cite this credible evidence for proposing a few modifications, most of which the developers have already mentioned during the review process, and which would further meet the town's goal to reduce urban heat.

To compensate for the tree canopy reduction from 40% to 20%, we support these modifications and would like them to be formally included in the project.

- (1) Lean into native plants—at least 85% of all trees, shrubs, vines, ground covers, etc. should be natives.
- (2) Create habitat-rich layers and edges.
- (3) Consider other cooling strategies such as green walls or vertical gardens, a green roof (extensive or intensive), and rooftop gardens.

Martin Roupe

From:	Lany Newman
Sent:	Thursday, June 12, 2025 9:51 AM
То:	Martin Roupe
Subject:	Economic Sustainability Commission: 400 N Greensboro St SUP

Good morning, Marty,

I wanted to share that during the Economic Sustainability Commission meeting last night, a motion was passed to recommend approval of the 400 N Greensboro Street SUP with all members present in agreement. If you have any questions, I am happy to answer and Jon, though out of town, is reachable via Teams. Have a good rest of your day!

Best,

TOWN OF CARBORO + NC

Lany Newman (She/Her/Hers)

Economic Development Specialist Town of Carrboro | <u>www.Carrboronc.gov</u> P: 919-913-2954 E: lnewman@carrboronc.gov

DECISION ON SPECIAL USE PERMIT-A

400 North Greensboro Street Multifamily Residential Project, 400 North Greensboro Street

On June 17, 2025, the Town Council held a quasi-judicial hearing on the application of Jim Spencer Architects, PA for a Special Use Permit-A to allow for construction of a multifamily residential project, consisting of a three-story building approximately 11,000 square feet in size, along with associated infrastructure. The permit allows up to seven (7) multifamily residential dwelling units within the building (land use category 1.321. The property is located at 400 North Greensboro Street. Based on the evidence submitted at the hearing, the Council makes the following Findings of Fact, Conclusions, and Decision:

Findings of Fact

- 1. The property that is the subject of the application, located at 400 North Greensboro Street, PIN No. 9778-87-6328, is 0.37 acres in size and is zoned B-1(g) Conditional Zoning, B-1(g) CZ.
- 2. The surrounding land uses are: to the North, mixed-use; to the South, Parker Street right of way and commercial; to the West, North Greensboro Street right of way and single-family residential; and to the East, commercial.
- 3. The applicant proposes to build multi-family residential dwelling units (land use category 1.321), along with associated infrastructure on the property, which is a permitted use with a Special Use Permit-A in the B-1(g) conditional zoning district under use classifications listed in the Table of Permissible Uses.
- 4. According to the Staff Report, the Application is complete and the proposed uses satisfy all of the Land Use Ordinance requirements regarding traffic, parking, bike parking, tree protection, screening, shading of the parking lot, tree canopy, drainage and grading, and requirements pertaining to utilities and refuse collection, subject to the conditions noted below.
- 5. Mr. Richard C Kirkland, Jr. a N.C. Certified Appraiser, rendered the opinion that the proposed uses will have no negative impact on the nearby property values.

Conclusions

- 1. The Application is complete.
- 2. The Application complies with all applicable requirements for the Land Use Ordinance.
- 3. The proposed use will not materially endanger the public health or safety.
- 4. The proposed use will not substantially injure the value of adjoining or abutting property.
- 5. The proposed use will be in harmony with the area in which its is to be located.
- 6. The proposed use will be in general conformity with the Land Use Plan and Thoroughfare Plan.

Decision

Based on the foregoing findings of fact and conclusions, the Council grants the requested Special Use Permit-A to Jim Spencer Architects, PA, subject to the following statements and conditions:

- 1. The applicant shall complete the development strictly in accordance with the plans submitted to and approved by this Council, a copy of which is filed in the Carrboro Town Hall. Any deviations from or changes in these plans must be submitted to the Development Review Administrator in writing and specific written approval obtained as provided in Section 15-64 of the Land Use Ordinance.
- 2. If any of the conditions affixed hereto or any part thereof shall be held invalid or void, then this permit shall be void and of no effect.
- 3. That the required affordable housing payment (for two units) must be submitted to the town before any building permit is issued at the subject site. The amount to be paid will be in accordance with the amount identified in the town's fee schedule for an affordable housing payment-in-lieu at the time the payment is submitted.
- 4. That a detail drawing for brick-edged sidewalks common to downtown Carrboro be included in the construction plans, and be constructed for the sidewalks along both North Greensboro Street and Parker Street.

- 5. That Town Council finds that the tree canopy requirement is hereby reduced to 20% for the project, based on the information provided by the applicant in accordance with LUO Section 15-319.
- 6. That the applicant shall provide to the Zoning Division, prior to the approval of a building permit, or before the release of a bond if some features are not yet in place at the time of issuing the first building permit, Mylar and digital as-builts for the stormwater features of the project. Digital as-builts shall be in PDF format and shall include a base map of the whole project and all separate plan sheets. As-built PDF files shall include all layers or tables containing storm drainage features. Storm drainage features will be clearly delineated in a data table. The data will be tied to horizontal controls.
- 7. Per Section 15-263.1, that the developer shall include a detailed stormwater system maintenance plan, specifying responsible entity and schedule. The plan shall include scheduled maintenance activities for each stormwater BMP in the development, performance evaluation protocol, and frequency of self-reporting requirements (including a proposed self-reporting form) on maintenance and performance. The plan and supporting documentation shall be submitted to Town engineer and Stormwater Utility staff for approval prior to construction plan approval.
- 8. That, prior to issuance of a CO, or the certification of a stormwater SCM, the applicant shall submit a performance security to be posted and held by the Town for a period of two years per the provisions of Section 15-263(i).
- 9. That the developer shall follow all established town procedures associated with the installation of SCMs within the development, including but not limited to filing Operation and Maintenance Agreements and submitting and receiving approval of as-built drawings for all SCMs, in accordance with established town procedures in place at the time. The developer must also make clear to both the town staff and the OA representatives in place at such time exactly when any related responsibilities have transitioned to the OA.
- 10. Fire flow calculations shall be submitted and approved by the Town Engineer and Town Fire Department prior to construction plan approval.
- 11.That the applicant receive a CAPS certificate from the Chapel Hill-Carrboro City Schools district pursuant to Article IV, Part 4 of the Carrboro Land Use Ordinance prior to construction plan approval.
- 12.That, prior to issuance of a building permit, the Owner's declarations and covenants shall satisfy the applicable provisions of the Land Use Ordinance subject to review and approval of the Town Attorney.

Signed, this the ____ day of June 2025.

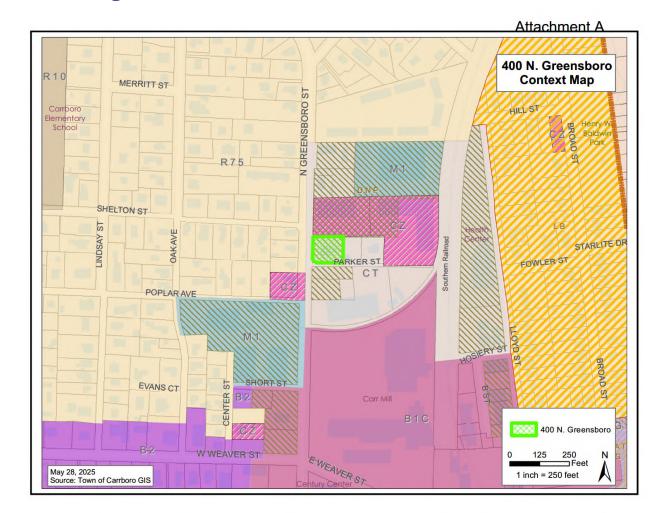
Barbara Foushee, Mayor, Town of Carrboro

SPECIAL USE PERMIT-A FOR 400 NORTH GREENSBORO MULTIFAMILY RESIDENTIAL PROJECT

June 17, 2025



Vicinity Map – South Green



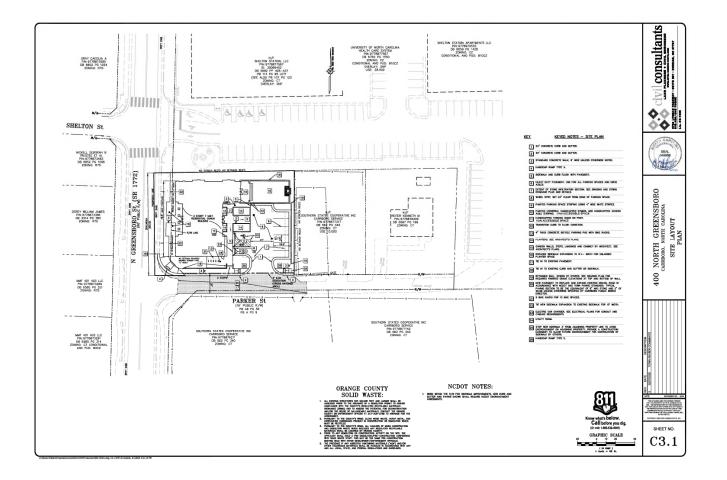
View from North Greensboro Street



• General Information:

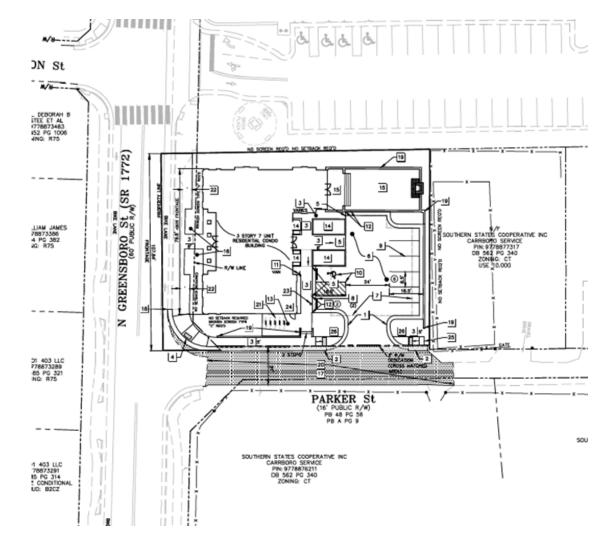
- Conditionally rezoned to B-1(g)-CZ with both non-residential uses (on the first floor) and up to 7 multifamily dwelling units allowed on the site, along with other conditions
- 1 parcel, total size of 0.37 acres
- Applicant is requesting to include 7 residential units. Non-residential uses are not proposed at this time but may be requested in the future by a permit modification
- Size-limited homes do not apply based on the small number of dwelling units. An affordable housing payment in lieu for two dwelling units is required before a building permit may be issued
- A rezoning condition requires that at least three environmental / green infrastructure related features be included in the project. The applicant has chosen:
 - Energy conservation measures
 - Alternative transportation measures
 - Stormwater management
- Request for 20% tree canopy coverage, see Attachment E
- Staff and advisory board recommendations included as Attachment H

400 N Greensboro Street, Overall Site Plan:



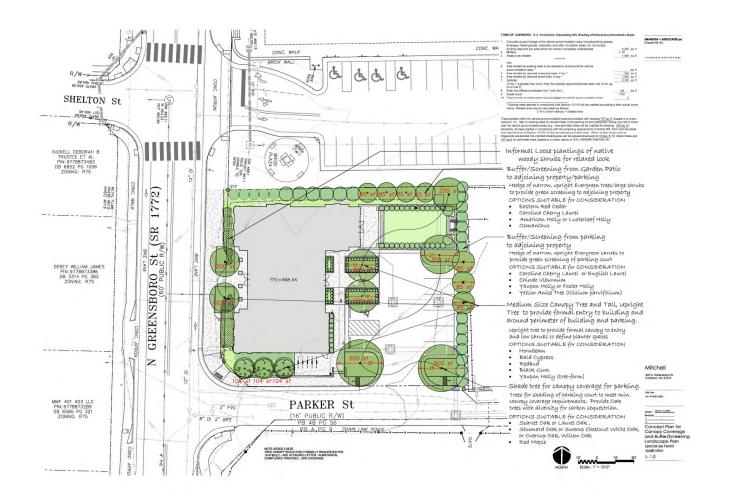
400 N Greensboro Street, Closer View of

Site Plan:



400 N Greensboro Street, Landscaping

Plan:



400 North Greensboro Street, Architectural Renderings:



Topics / Findings for Town Council Related to Permit:

- Project complies with LUO requirements, subject to matters noted below:
 - Monetary values associated with urban amenities (testimony to be provided during public hearing)
 - Tree canopy reduction request (proposed condition number 5)
 - Continuing compliance with rezoning conditions
- Real estate appraisal information to be submitted to Town Council
- Twelve conditions recommended by staff
- Consideration of recommendations from advisory boards

Attachment.

Conditions of Conditional Zoning:

The following ordinance was introduced by Council Member Fray and duly seconded by Council Member Nowell:

AN ORDINANCE AMENDING THE CARRBORO ZONING MAP TO REZONE APPROXIMATELY 0.37 ACRES OF PROPERTY KNOWN AS 400 NORTH GREENSBORO STREET FROM CT (CORPORATE TOWN) TO B-1G-CZ (GENERAL BUSINESS, CONDITIONAL)

(Ordinance No. 23)

05-15-2024

THE TOWN COUNCIL OF THE TOWN OF CARRBORO ORDAINS:

SECTION 1. The Official Zoning Map of the Town of Carrboro is hereby amended as follows:

That the property being described on Orange County Tax Maps as Chapel Hill Township, 400 North Greensboro Street (PIN 9778-87-6328) encompassing approximately 0.37 acres as shown on the accompanying map titled "Rezoning Exhibit CT to B-IG-CZ" is hereby rezoned from CT (Corporate Town) to B-IG-CZ (General Business, Conditional) subject to the following conditions.

- The Concept Plan labeled "400 North Greensboro Street, Conditional Rezoning Drawing Set," dated <u>March 21, 2024</u>, is approved and incorporated herein to indicate all potential land uses, the general location of the building and parking areas, vehicular and bicycle-pedestrian access points, stormwater management teatures, areas of preserved trees and other landscaped areas. Other features and issues remain to be decided at the time a special use permit is requested for the development. Those features and issues include, but are not necessarily limited to, the location of EV charging stations, open space and recreation facilities, sidewalk facilities along North Greensboro Street, and all other elements necessary to determine compliance with the Land Use Ordinance.
- The residential density of the project shall be capped at a maximum of seven (7) dwelling units, including a combination of use classifications 1.331 (multi-family apartments with maximum 20% units with > 3 bedrooms/du) and 1.332 (multi-family apartments with no bedroom limits).
- Construction of the building shall allow for future conversion to commercial use on the entire ground floor.
- 4. Seven non-residential uses shall be allowed in the development subject to compliance with Town standards. These include use classifications: 2.120 (retail, low volume traffic generation); 3.110 (office, clerical, research and services, all operations conducted entirely within fully enclosed building; operations designed to attract and serve customers or clients on the premises, such as the offices of attorneys, physicians, other professionals, insurance and stock brokers, travel agents, government office buildings, etc.); 3.120 (office, operations designed to attract little or no customer or client traffic other than employees of the entity operating the principal use), 3.220 (office, operations conducted within or or uside fully enclosed building, operations designed to attract little or no customer or client traffic other than employees of the entity operating the principal use), 3.200 (office, operations conducted uside fully enclosed building, operations designed to attract little or no customer or client traffic other than employees of the entity operating the principal use), 3.200 (origical control dubins; 8.200 (restaurant, bars and night clubs; 8.200 (restaurant) operating the principal use); 8.100 (restaurant) attract littles;

available in the B-1G zoning district at the time such use is proposed to be added to the building.

- 5. The project shall contain at least three of the following features: water conservation, energy conservation, on-site energy production, provisions for affordable housing, alternative transportation, and provisions for public art/outdoor amenities and stormwater management that exceeds the Town's standards. The project will detain the post-development runoff levels for the 25-year storm.
- The applicant is offering to make a payment to the Town's Affordable Housing Fund for the cost of one unit at the time when the special use permit is approved.
- The project shall include the components necessary for EV vehicle charging and E-bike charging, final locations to be determined as part of the special use permit.
- 8. The rooftop pergola will never be enclosed.

SECTION 2. This ordinance shall become effective upon adoption.

The foregoing ordinance having been submitted to a vote received the following vote and was duly adopted this the 21s day of May 2024:

The motion was carried 6-0.

AYES: Mayor Foushee, Council Member Nowell, Council Member Fray, Council Member Merrill. Council Member Posada, Council Member Haven-O'Donnell

Noes: None

Absent or Excused: None

B.M. Som Barbara M. Foushee Mayor, Town of Carrboro

Attest: Jama, Jm Lamar levner, Town Clerk

Recommendations

SUMMARY SHEET OF STAFF AND ADVISORY BOARD RECOMMENDATIONS SPECIAL USE PERMIT-A FOR 400 North Greensboro Street Multifamily Residential Project

STAF	RECOMMENDATIONS	
Staff Recommendations (w/ Advisory Board support where applicable):	Explanation: Staff recommendations, primarily related to LUO compliance, are represented by #s 1 thru 12 below. If an advisory board voted to 'support the staff recommendation, then such board is listed after staff in the left-hand column.	
Recommended by	Recommendations	
Staff, PB	 The applicant shall complete the development strictly in accordance with the plans submitted to and approved by this Council, a copy of which is filed in the Carrboro Town Hall. Any deviations from or changes in these plans must be submitted to the Development Review Administrator in writing and specific written approval obtained as provided in Section 15-64 of the Land Use Ordinance. 	
Staff, PB	 If any of the conditions affixed hereto or any part thereof shall be held invalid or void, then this permit shall be void and of no effect. 	
Staff, PB	3. That the required affordable housing payment (for two units) must be submitted to the town before any building permit is issued at the subject site. The amount to be paid will be in accordance with the amount identified in the town's fee schedule for an affordable housing payment-in-lieu at the time the payment is submitted.	

Recommendations (continued)

Staff, PB	 That a detail drawing for brick-edged sidewalks common to downtown Carrboro be included in the construction plans, and be constructed for the sidewalks along both North Greensbord Street and Parker Street.
Staff, PB	 That Town Council finds that the tree canopy requirement is hereby reduced to 20% for the project, based on the information provided by the applicant in accordance with LUO Section 15-319.
Staff, PB	6. That the applicant shall provide to the Zoning Division, prior to the approval of a building permit, or before the release of a bond if some features are not yet in place at the time of issuing the first building permit, Mylar and digital as-builts for the stormwater features of the project. Digital as-builts shall be in PDF format and shall include a base map of the whole project and all separate plan sheets. As- built PDF files shall include all layers or tables containing storm drainage features. Storm drainage features will be clearly delineated in a data table. The data will be tied to horizontal controls.
Staff, PB	7. Per Section 15-263.1, that the developer shall include a detailed stormwater system maintenance plan, specifying responsible entity and schedule. The plan shall include scheduled maintenance activities for each stormwater BMP in the development, performance evaluation protocol, and frequency of self-reporting requirements (including a proposed self-reporting form) on maintenance and performance. The plan and supporting documentation shall be submitted to Town engineer and Stormwater Utility staff for approval prior to construction plan approval.

Recommendations (continued)

Staff, PB	 That, prior to issuance of a CO, or the certification of a stormwater SCM, the applicant shall submit a performance security to be posted and held by the Town for a period of two years per the provisions of Section 15- 263(i).
Staff, PB	9. That the developer shall follow all established town procedures associated with the installation of SCMs within the development, including but not limited to filing Operation and Maintenance Agreements and submitting and receiving approval of as-built drawings for all SCMs, in accordance with established town procedures in place at the time. The developer must also make clear to both the town staff and the OA representatives in place at such time exactly when any related responsibilities have transitioned to the OA.
Staff, PB	10. Fire flow calculations shall be submitted and approved by the Town Engineer and Town Fire Department prior to construction plan approval.
Staff, PB	11. That the applicant receive a CAPS certificate from the Chapel Hill-Carrboro City Schools district pursuant to Article IV, Part 4 of the Carrboro Land Use Ordinance prior to construction plan approval.
Staff, PB	12. That, prior to issuance of a building permit, the Owner's declarations and covenants shall satisfy the applicable provisions of the Land Use Ordinance subject to review and approval of the Town Attorney.
Advisory Boards	Recommendations
Planning Board	13. Recommends approval with staff conditions
TMGAC	14. Recommends approval

Recommendations (continued)	CEAC	15. The Climate and Environmental Advisory Commission (CEAC) recommends that the Town Council approve the zoning request SUP- A with modifications. The town requires 40% tree canopy for residential projects; the developer has requested a reduction to 20%. We like the 400 N. Greensboro St. project design since it aligns with the TOC comprehensive plan in these areas: urban density in the downtown core, limited parking, alternative transportation, a 100-year stormwater control, and some tree canopy. We cite this credible evidence for proposing a few modifications, most of which the developers have already mentioned during the review process, and which would further meet the town's goal to reduce urban heat.
	CEAC	 16. To compensate for the tree canopy reduction from 40% to 20%, we support these modifications and would like them to be formally included in the project. a) Lean into native plants—at least 85% of all trees, shrubs, vines, ground covers, etc. should be natives. b) Create habitat-rich layers and edges. c) Consider other cooling strategies such as green walls or vertical gardens, a green roof (extensive or intensive), and rooftop gardens.
	ESC	17. Recommends approval

Questions?

Attachment.

Consideration of a Quasi-Judicial Request

Once Town Council closes the public hearing and votes on whether to approve the application, the following standards must be considered:

Section 15-54 Special Use Permits-A and Special Use Permits-B. (AMENDED 6/28/05; 6/22/21)

(c) The board of adjustment or the Town Council, respectively, shall issue the requested permit unless it concludes, based upon the information submitted at the evidentiary hearing, that:

- 1) The requested permit is not within its jurisdiction according to the table of permissible uses;
- 2) The application is incomplete, or
- 3) If completed as proposed in the application, the development will not comply with one or more requirements of this chapter (not including those the applicant is not required to comply with under the circumstances specified in Article VIII, Nonconforming Situations, involving permit choice); (AMENDED 6/22/21)

Attachment.

Consideration of a Quasi-Judicial Request

Once Town Council closes the public hearing and votes on whether to approve the application, the following standards must be considered:

- 4) If completed as proposed, the development, more probably than not:
 - a) Will materially endanger the public health or safety; or
 - b) Will substantially injure the value of adjoining or abutting property; or
 - c) Will not be in harmony with the area in which it is to be located; or
 - d) Will not be in general conformity with the Comprehensive Plan, Land Use Plan, Long Range Transportation Plans, or other plans officially adopted by the Council.

400 North Greensboro - Mitchell Multifamily Residential Project SUP-A Public Hearing Presentation



Attachment K

400 North Greensboro Street Sam Mitchell Introduction and Key Project Features

This small infill residential project will help implement the goals of the new Carrboro Connects Comprehensive Plan. The high quality, three-story brick building will add needed density downtown with little impact on traffic or other infrastructure. The building addresses the street (with the limited parking behind). The building's residents will be able to support local businesses within walking and biking distance.

Primary facts regarding 400 North Greensboro:

- Multifamily residential building (new construction) with seven (7) units on .37 acre lot. The building is proposed as threestory (approximately 11,400 sf total) and has been rezoned from CT to B-1-G-CZ.
- On-site parking for 8 vehicles one per unit plus one accessible space parking behind building lacksquare
- On-site storm water management control measures tied to new storm pipe in Parker St., available to future development
- Right-of-way dedication on Parker Street to increase width for emergency vehicles and to provide new sidewalks
- Payment in lieu for affordable housing
- Extensive landscaping and sustainability features in construction EV vehicle and bike charging
- No new curb cuts/entry drives on North Greensboro, entry is from Parker Street
- Bicycle storage, wider sidewalks (10' min) to encourage walkable downtown
- High quality brick building with little impact on existing infrastructure

Development Owner – Bison Lodge, LLC, Sam Mitchell; Civil Engineering – Civil Consultants; Architect – JSA Architects, PA, Carrboro; Landscape Architect – David Swanson and Associates, Carrboro

Attachment K



Jim Spencer Architects, PA

400 N. GREENSBORO STREET

CARRBORO, NC 27510

PIN: 9778876328



	SECTION			
#	REGULATION	PROPOSED 400 N. GREENSBORO PER B1-G-CZ	_	
15-146	PERMISSABLE USE	1.321 MULTI-FAMILY PERMITTED & PROPOSED		
15-178	DOWNTOWN ARCHITECTURAL STANDARDS	ARTICULATED ENTRIES GLAZING: 60% GROUND, 40% OVERALL, 20% SHADE FREE		
15-181	MINIMUM LOT SIZE	3,000 SF RESIDENTIAL (OTHERWISE NO LIMIT)		
15-182	RESIDENTIAL DENSITY	3,000 SF/UNIT MIN. = 5 + 2 (DENSITY BONUS) = 7 (DENSITY BONUS PER 15-141.4)		
15-182.4	AFFORDABLE UNITS	PAYMENT IN-LIEU	_	
15-183	LOT WIDTH	NO MINIMUM (107' ACTUAL)		
15-184	SETBACKS	0' STREET ROW PERMITTED; 20' PROPOSED 0' LOT BOUNDARY PERMITTED; 4' MIN. @ REAR		
15-185	BUILDING HEIGHT	ADJACENT TO N. GREENSBORO (OVER 50' ROW) & PARKER ST. (16' ROW) 3 STORIES		
15-185.1	DNP BUFFER	BULDING LENGTH ALONG BOUNDARY <80% LOT (86.4') OR 80' MAX, 10' STEP BACK FROM SECOND FLOOR FACADE		
15-291	PARKING	1.3 NO PARKING MINIMUM, MAX = 1/BED+1 PER 4 UNITS 7 + 1 ADA = 8 PROVIDED		
	BICYCLE PARKING	1.5/UNIT = 11 PROVIDED		
15-250	SCREENING OF DUMPSTERS	REQUIRED IF CLEARLY VISIBLE		
15-308	SCREENING & TREES	TREE CANOPY: 40% REDUCED TO 20% PER 15-319(b) SEE ATTACHED REQUEST BROKEN SCREEN TYPE "C"		
15-196	RECREATIONAL AREA POINTS	SUBSECTION D-2: NOT REQUIRED FOR SUBDIVIDED RESIDENTIAL <15 UNITS N/A PER B1-G-CZ		
15-198	OPEN SPACE	SUBSECTION J: NOT REQUIRED FOR SUBDIVIDED RESIDENTIAL <15 UNITS N/A PER B1-G-CZ	NOTE ADDED RD. 3-5.28.25 ADDITION OF COMMERCIAL SPACE TO THIS SITE AT A LATER	
15-204	DOWNTOWN LIVABILITY AREA	>25% RESIDENTIAL: 12% OF TOTAL LAND AREA = 1,915 SF 2,200 SF PROVIDED	DATE WILL REQUIRE A MINOR MODIFICATION TO THE SUP-A	

OWNER STRUCTURAL ENGINEER MEP CIVIL LANDSCAPE GENERAL CONTRACT BISON LODGE, LLC 50 ELM STREET, 2ND FLOOR NEW HAVEN, CT 06510 CIVIL CONSULTANTS MICHAEL FIOCCO 3708 LYCKAN PARKWAY, SUITE 201 DURHAM, NC 27707 SWANSON & ASSOCIATES P.A. DAVID SWANSON CHAPEL HILL, NC 919.929.9000 919.321.6867 INFO@SWANSONLANDSCAPEARCHITECTURE.COM MICHAEL.FIOCCO@CIVIL-CONSULTANTS.COM JIM SPENCER ARCHITECTS, PA 109-A BREWER LANE CARRBORO, NC 27510 919.960.6680 JSPENCERJSA@GMAIL.COM

SHEET LIST

TITLE

PROJECT COVER SHEET A0.0

CIVIL COVER & SITE DATA C1.1

- SURVEY EXISTING CONDITIONS & DEMOLITION PLAN C2.1
 - SITE LAYOUT PLAN C3.1 GRADING & STORM DRAINAGE PLAN C4.1

 - UTILITY PLAN C6.1 STORM DRAINAGE PLAN & PROFILE C9.1

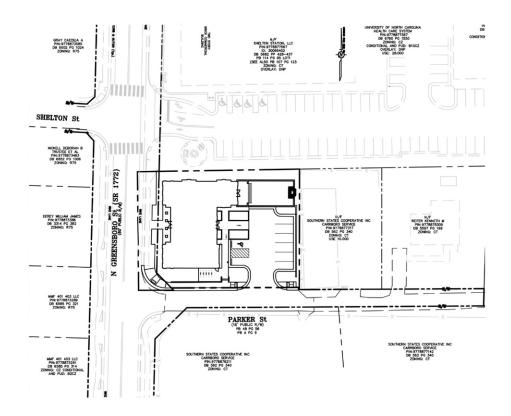
 - DETAILS C11.1 DETAILS C11.2 DETAILS C11.3

 - DETAILS C11.4 DETAILS C11.5

 - DETAILS C11.6 DETAILS C11.7
 - DETAILS C11.8
- CONCEPT PLAN FOR CANOPY COVERAGE & L1.0 BUFFER/SCREENING LANDSCAPE PLAN LANDSCAPE PLAN L2.0

 - FLOOR PLATES A1.0 ELEVATIONS A2.0 REFERENCE PERSPECTIVES A8.0
 - STRUCTURAL (RESERVED) S
 - MECHANICAL (RESERVED) M
 - PLUMBING (RESERVED) P
 - ELECTRICAL (RESERVED) E
 - FIRE ALARM (RESERVED) FA

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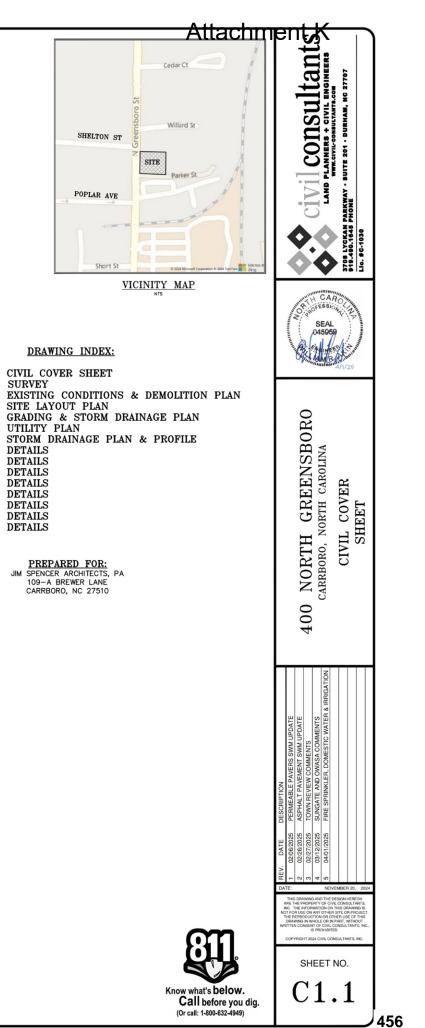


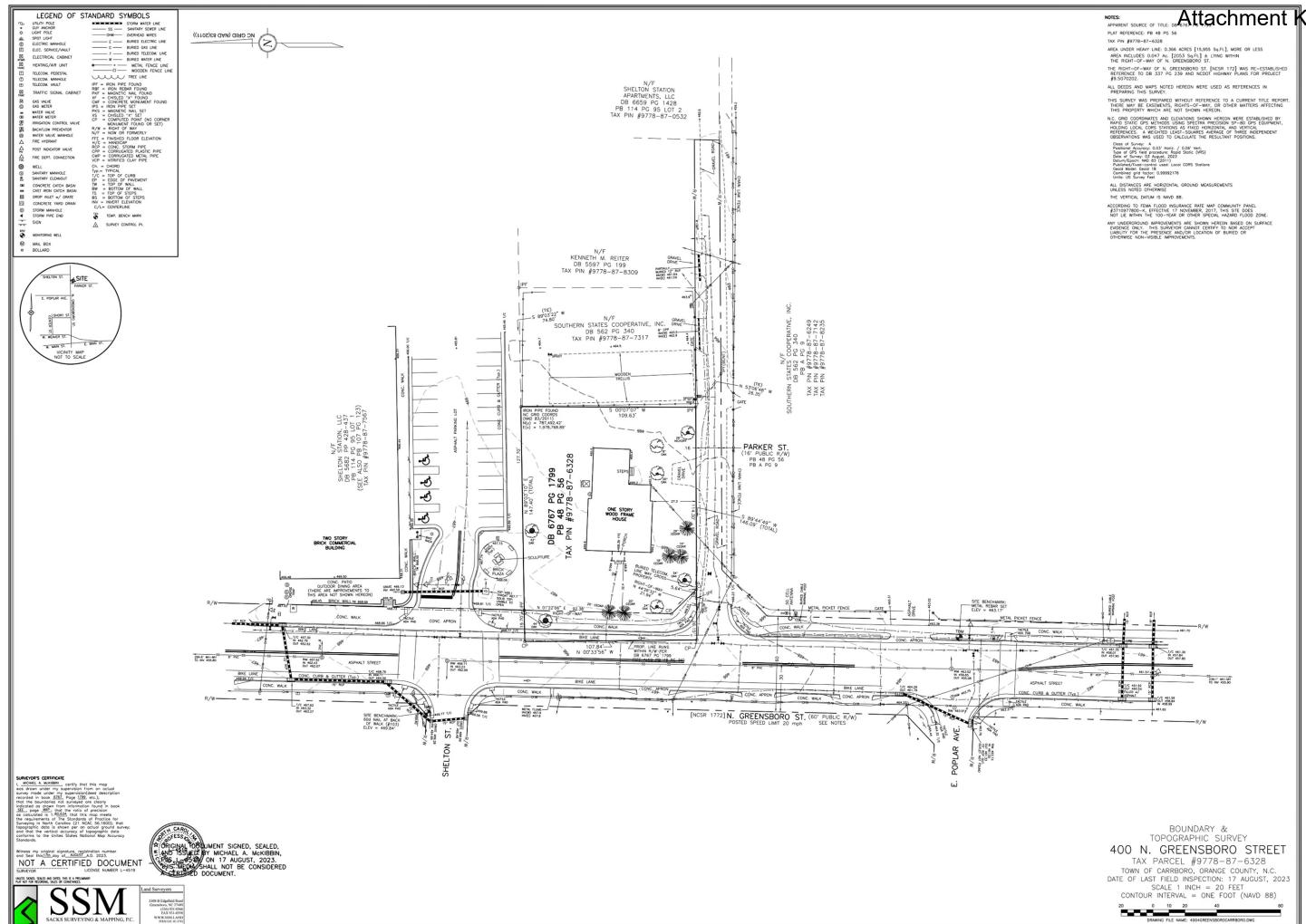
400 North Greensboro SPECIAL USE PERMIT Carrboro, North Carolina

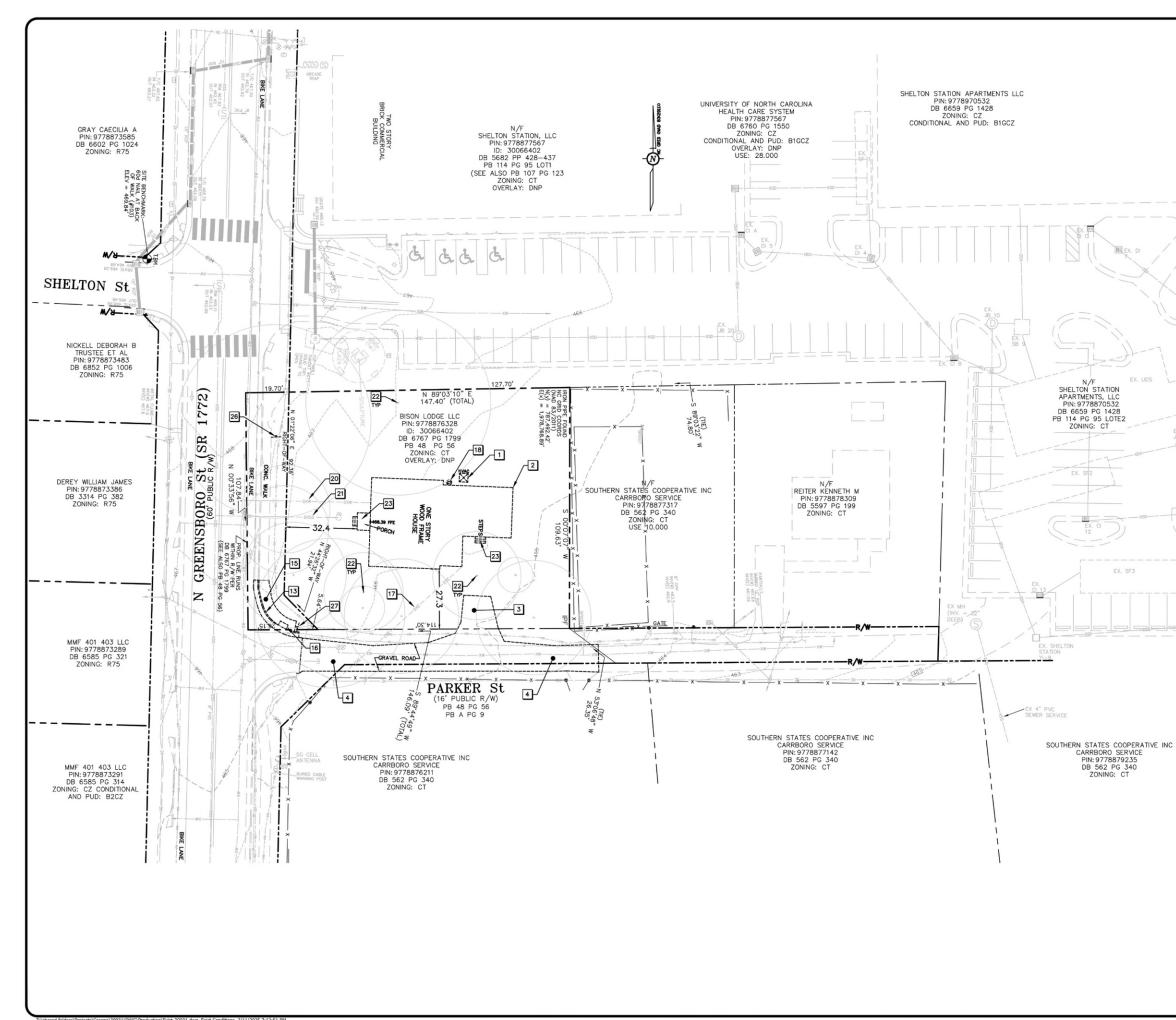
LEGEND REMOVE NEW EXISTING DRAINAGE STRUCTURE ● □ △ SANITARY SEWER MANHOLE S S SANITARY SEWER CLEANOUT WATER VALVE 8 10 FIRE HYDRANT m OVERHEAD UTILITY LINE UNDERGROUND ELECTRIC LINE UNDERGROUND TELECOM/DATA LIN FIBER OPTIC CABLE GAS LINE STORM DRAINAGE PIPE SANITARY SEWER LINE WATER LINE SURFACE ELEVATION CONTOUR - 400 -400 SURFACE SPOT ELEVATION \$ 356.44 × 356.44 TREE LINE LIMIT OF DISTURBANCE/CLEARING TREE PROTECTION FENCE ROOF DRAIN

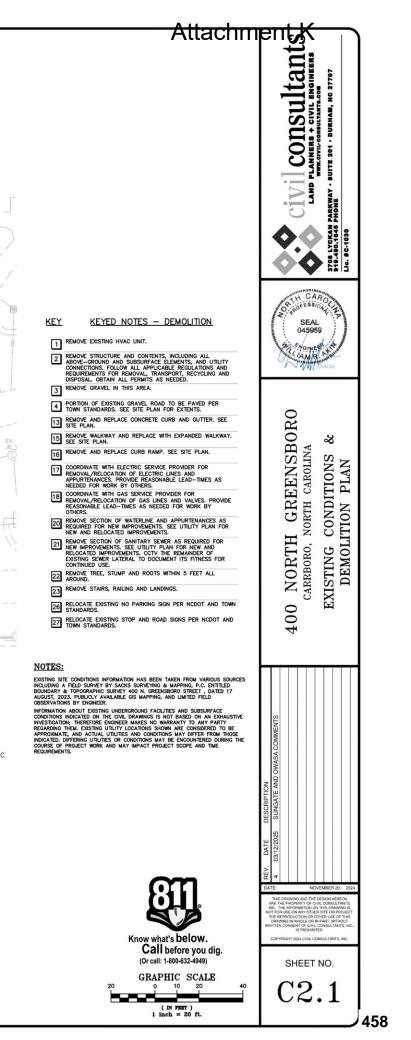
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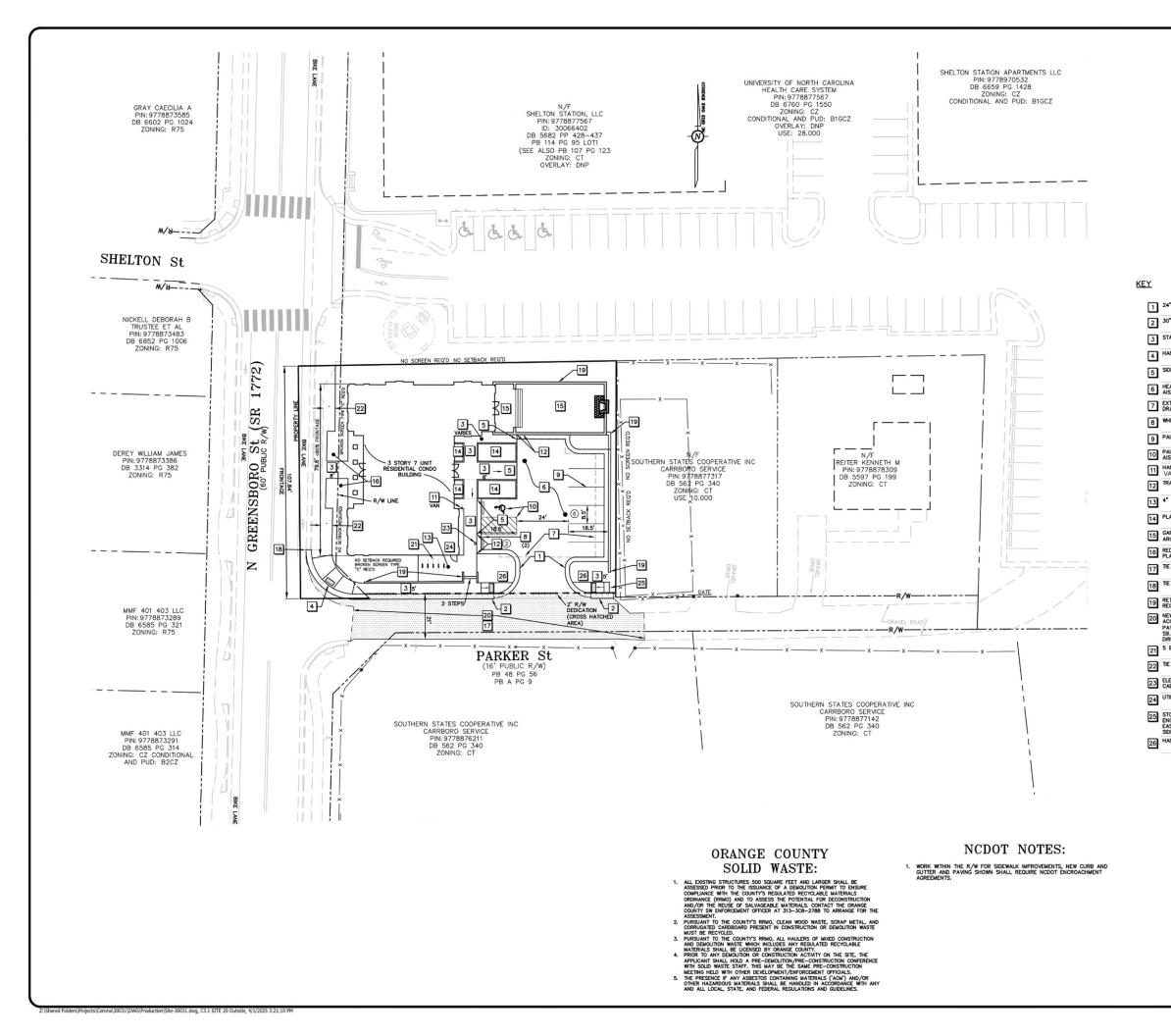
PROJECT:	400 NORTH GREENSBORO STREET	
OWNER:	BISON LODGE, LLC 50 ELM STREET, 2ND FLOOR NEW HAVEN, CT 06510	
APPLICANT:	JIM SPENCER ARCHITECTS, PA 109-A BREWER LANE CARRBORO, NC 27510	
PIN/PARCEL	9778876328	
ACREAGE:	0.37 ACRES	
CURRENT ZONING:	B-1G-CZ DNP OVERLAY	
RIVER BASIN:	CAPE FEAR	



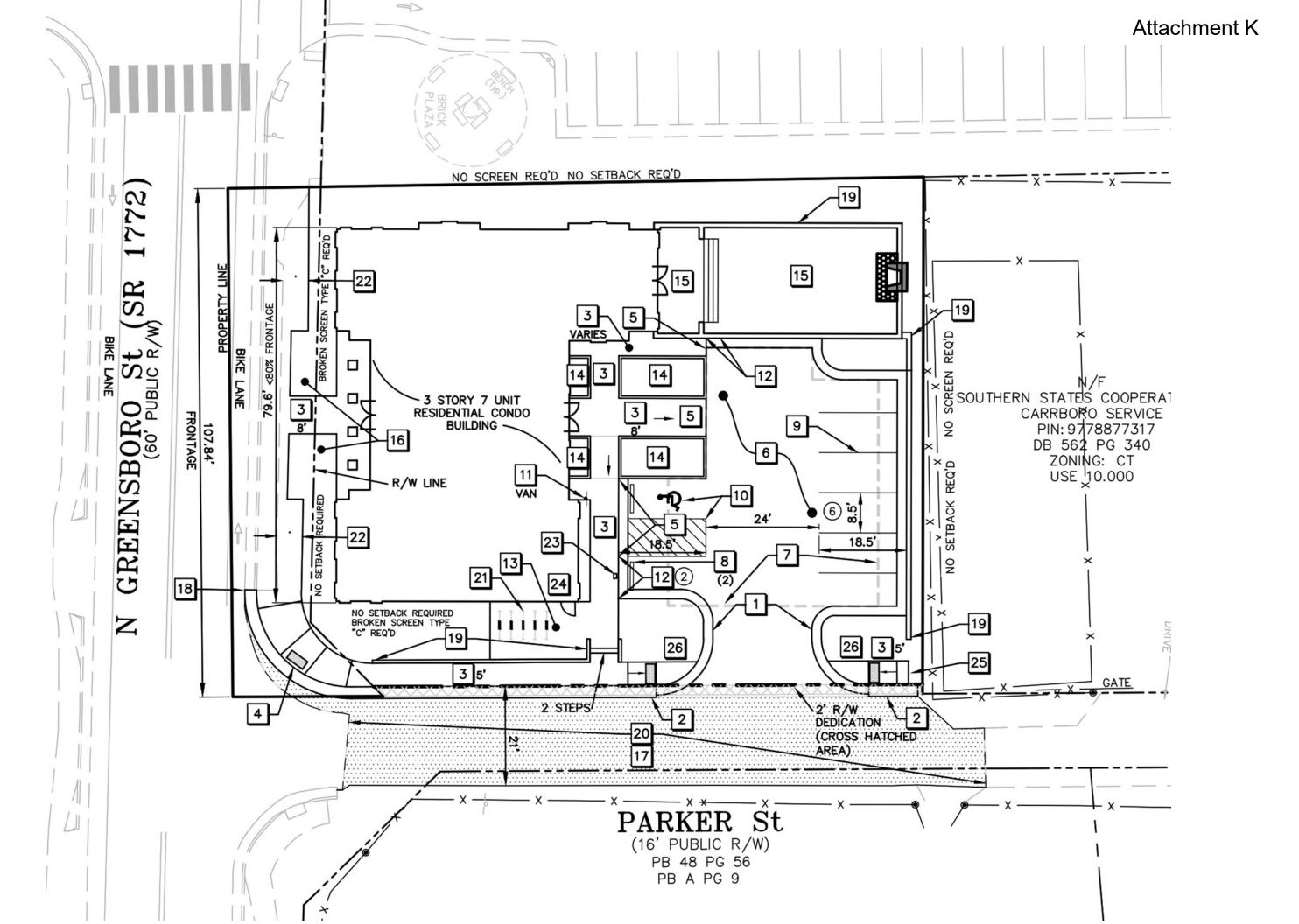


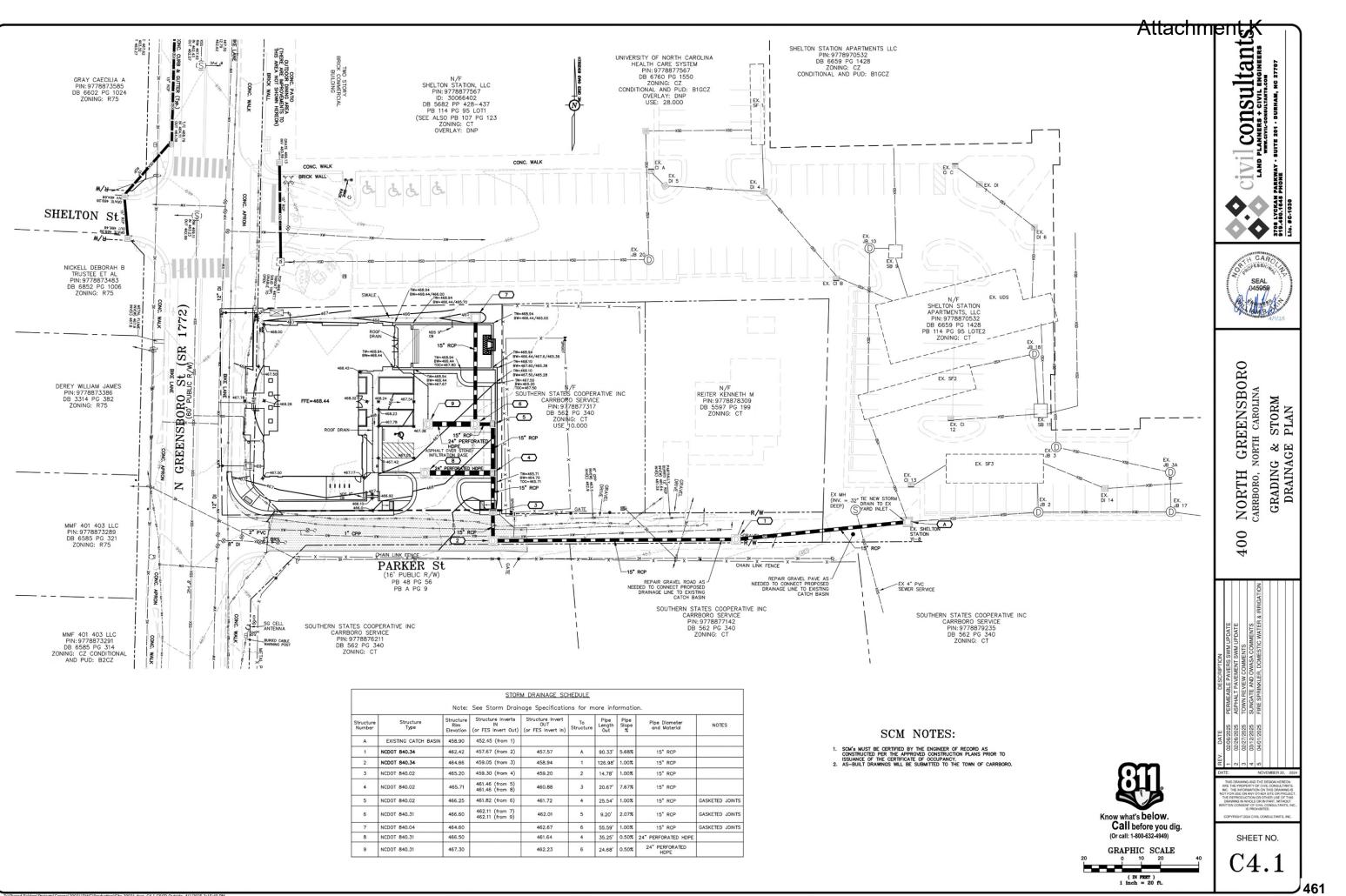


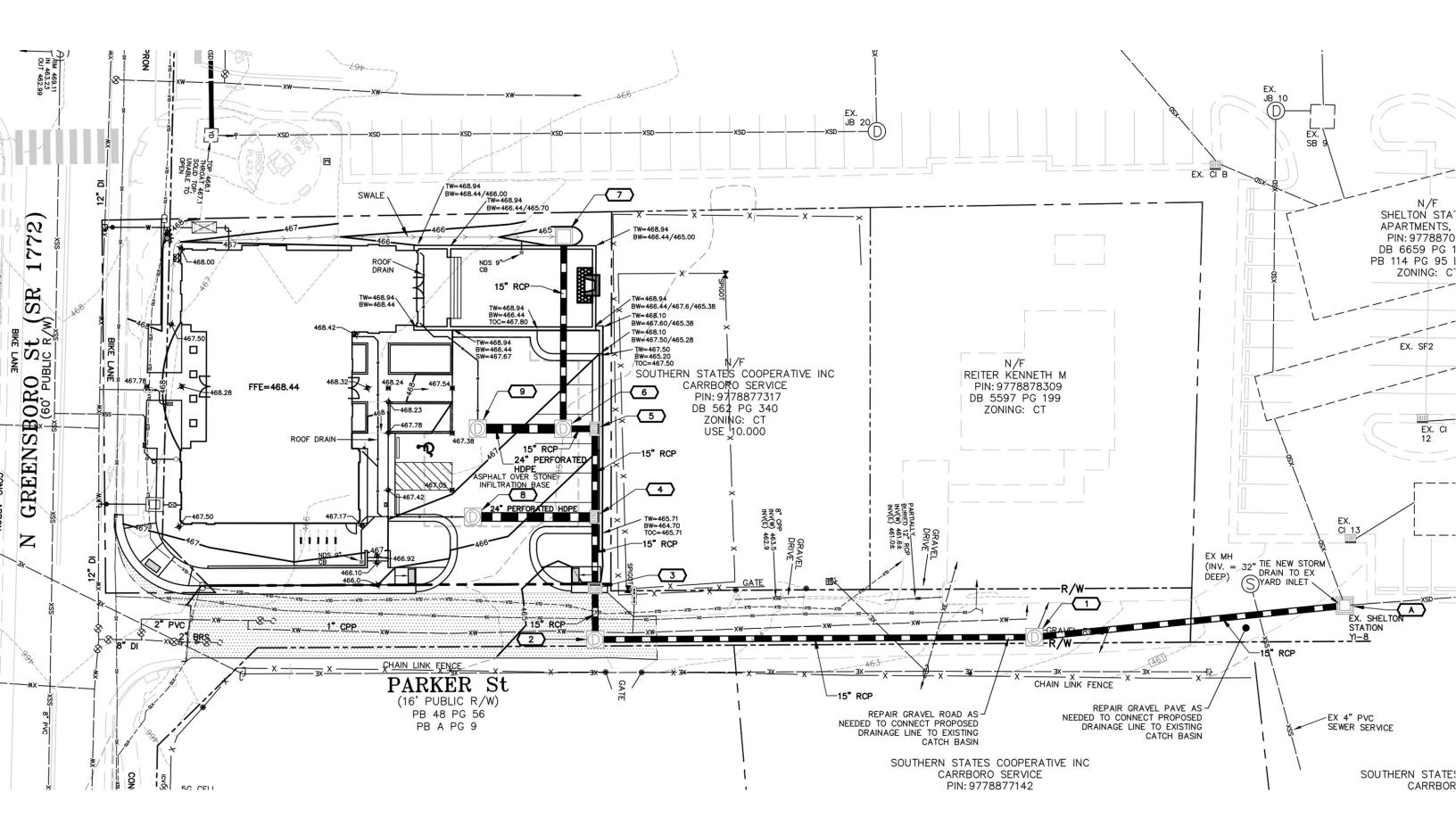


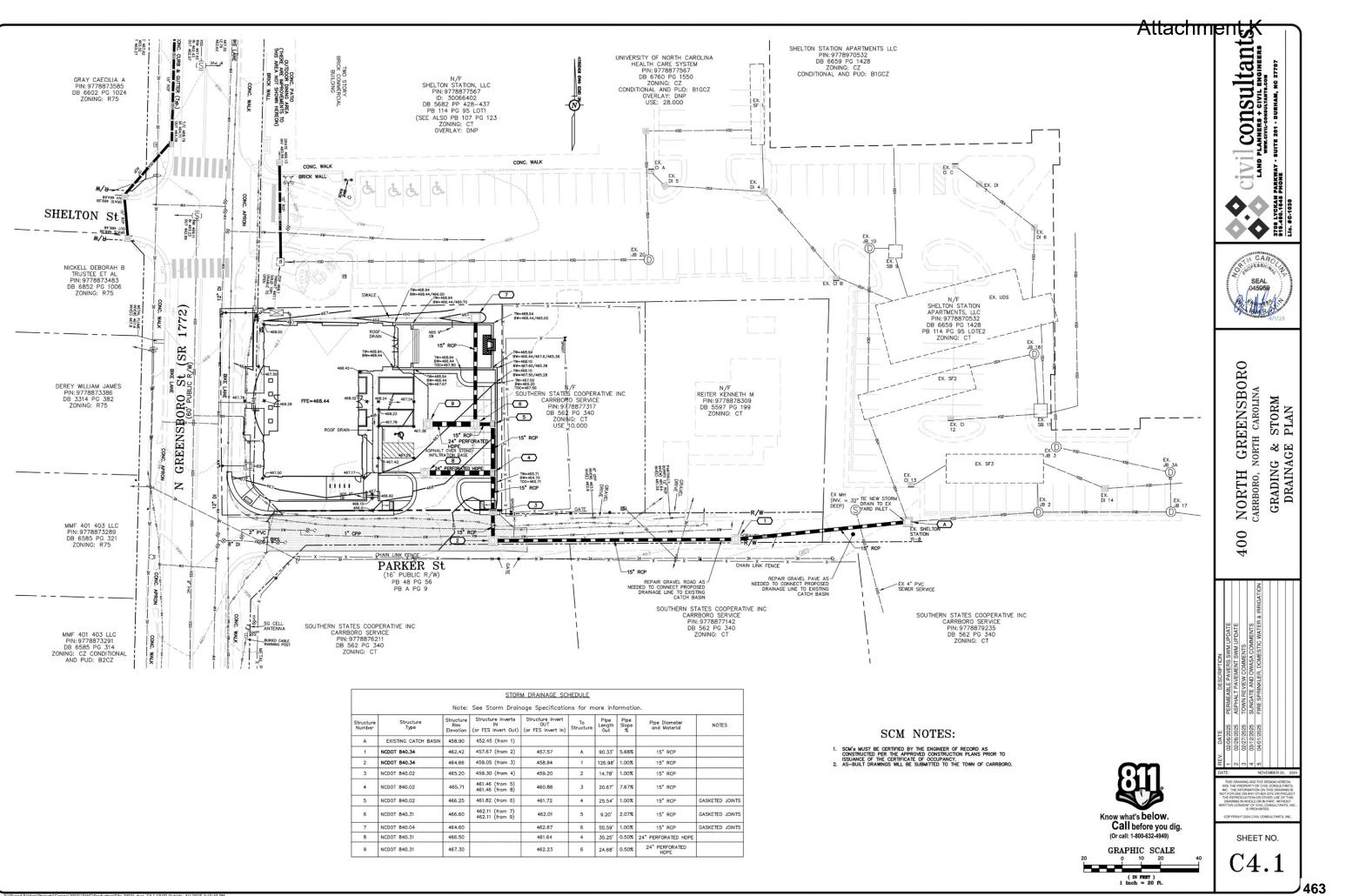


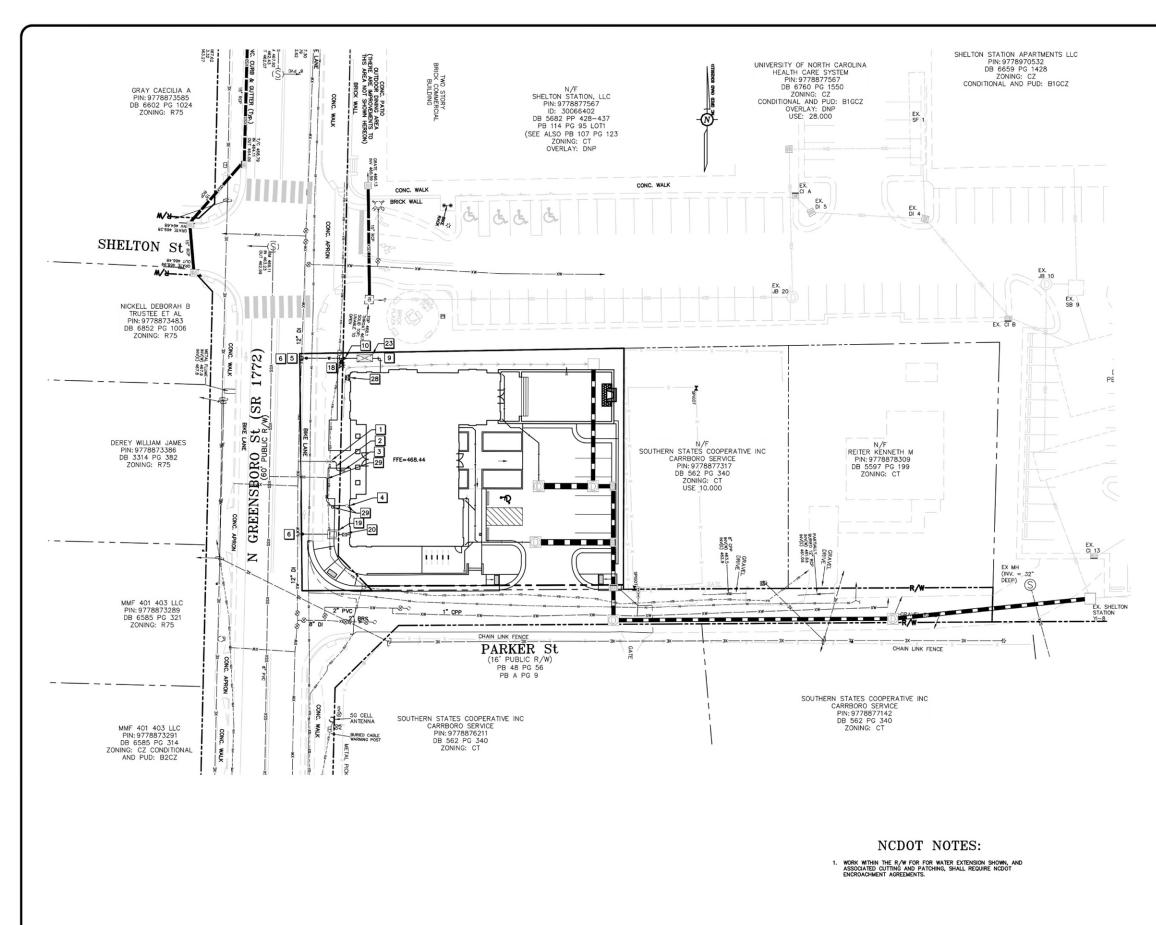
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KEYED NOTES - SITE PLAN CONCRETE CURB AND GUTTER. CONCRETE CURB AND GUTTER. ANDARD CONCRETE WALK, 6' WIDE UNLESS OTHERWISE NOTED. NDICAP RAMP TYPE A.	SEAL OLSOS SEAL
EWALK AND CURB FLUSH WITH PAVEMENT. ANY DUTY PAVEMENT. USE FOR ALL PARKING SPACES AND DRIVE LES. TENT OF STONE INFILTRATION SECTION. SEE GRADING AND STORM ANAGE PLAN AND DETAILS. EEL STOP. SET 24" CLEAR FROM EDGE OF PARKING SPACE. INTED PARKING SPACE STRIPING USING 4" WIDE WHITE STRIPES. INTED UNIVERSAL HANDICAPPED SYMBOL AND HANDICAPPED ACCESS INTED UNIVERSAL HANDICAPPED SYMBOL AND HANDICAPPED ACCESSIBLE SPACE NOICAPPED TRAINING SIGNS ON POST. NA ACCESSIBLE SPACE ANSITION CURB TO FLUSH CONDITION. THICK CONCRETE BICYCLE PARKING PAD WITH BIKE RACKS. ANNERS. SEE ARCHITECT'S PLANS. ROPE WALLS, STEPS, LANDINGS AND CHIMNEY BY ARCHITECT, SEE CHITECT'S PLANS. IN TO EXISTING CURB AND GUTTER OR SIDEWALK. TAINING WALL, DESIGN BY OTHERS. SEE GRADING PLAN FOR NIN TO EXISTING CURB AND GUTTER OR SIDEWALK. TAINING WALL, DESIGN BY OTHERS. SEE GRADING PLAN FOR NIN TO EXISTING CURB AND BEYANDE STANDARD. TYPICAL WING SECTION TO BE THE EQUIVALENT OF # ARE STONG ARAUEL, WORKS TAINING WALL, DESIGN BY OTHERS. SEE GRADING PLAN FOR UNRED FINISHED GRADE ELEVATIONS AT TOP AND BOTTOM OF WALL. WIG SECTION TO BE THE EQUIVALENT OF # ARE STORM CAND. TYPICAL WING SECTION TO BE TH	400 NORTH GREENSBORO carrboro, north carolina sitte layout plan
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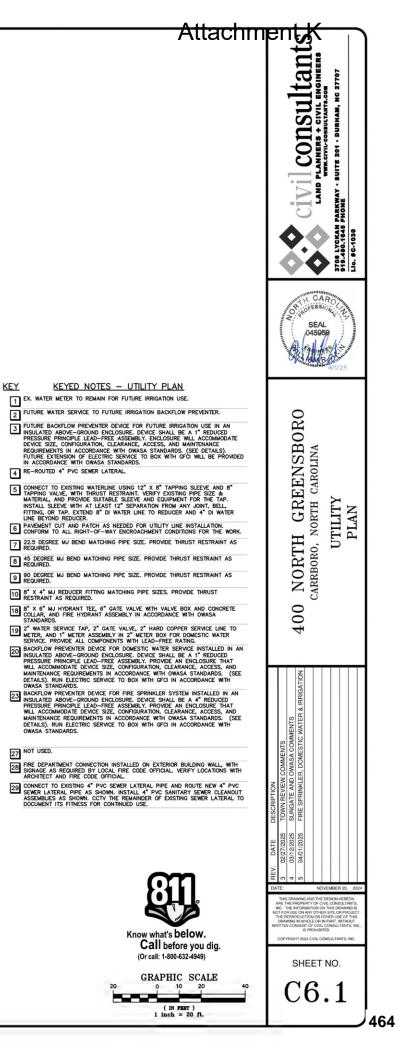


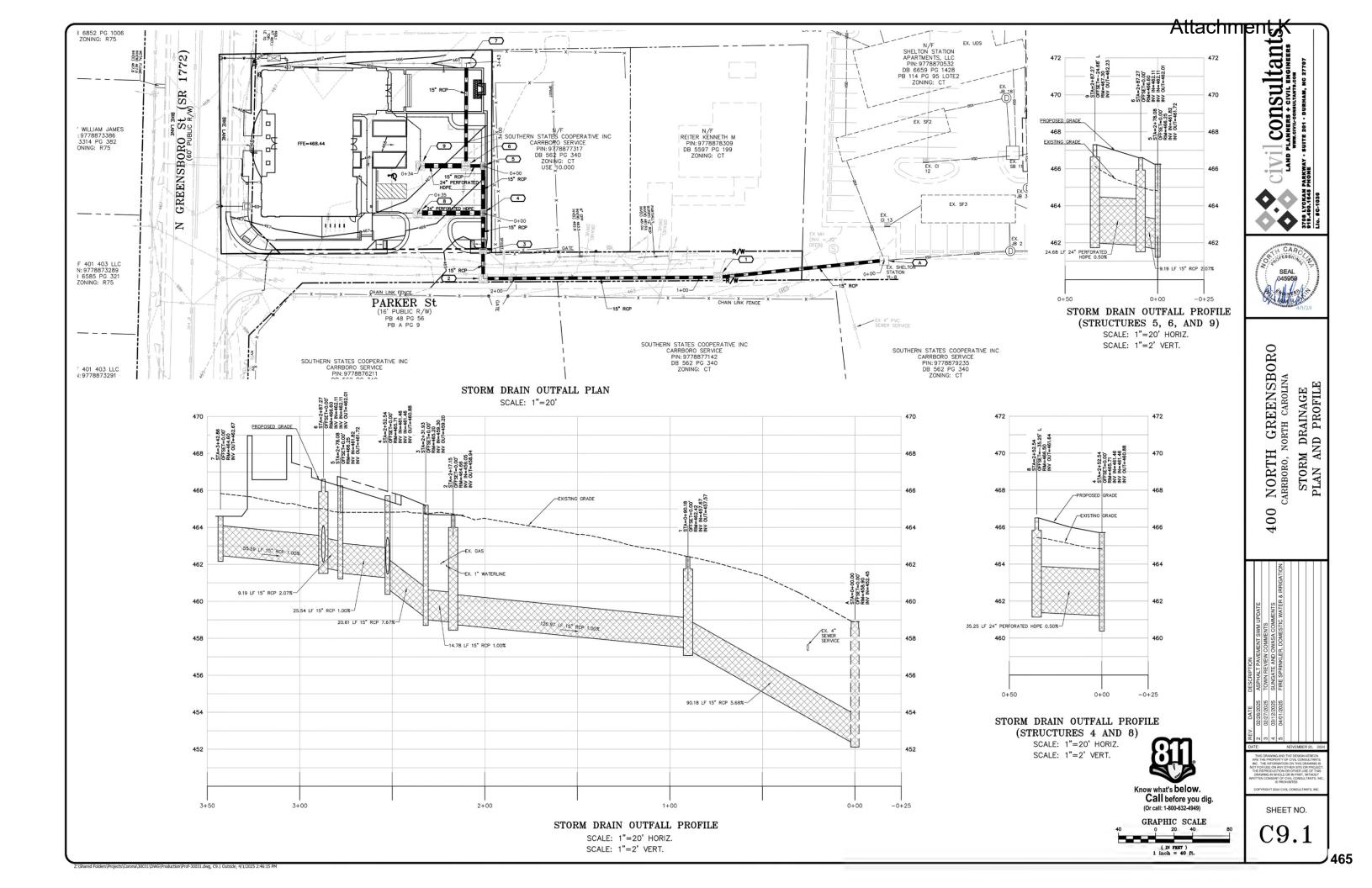


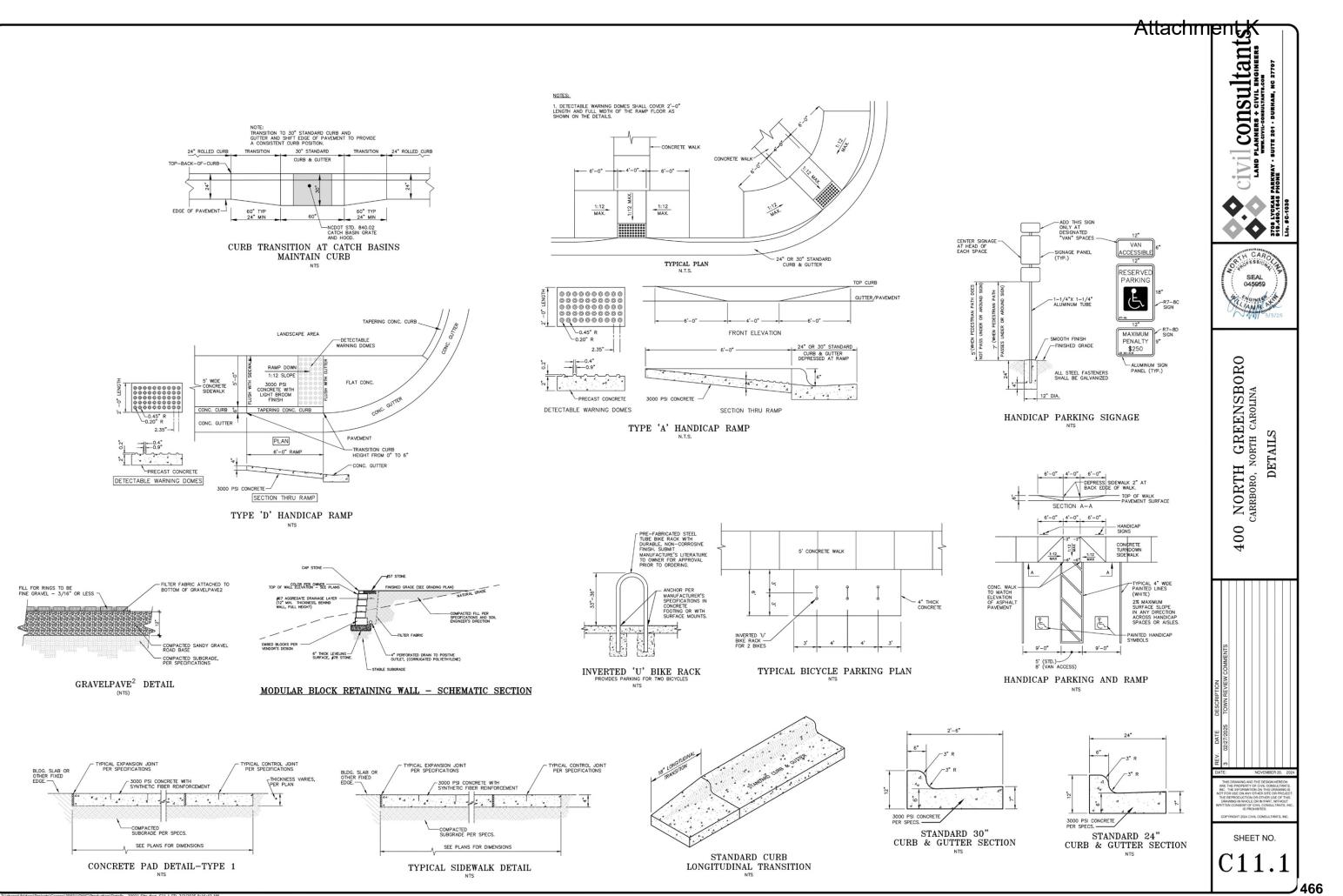




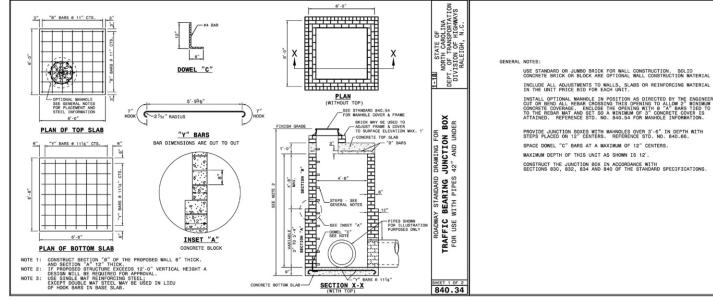


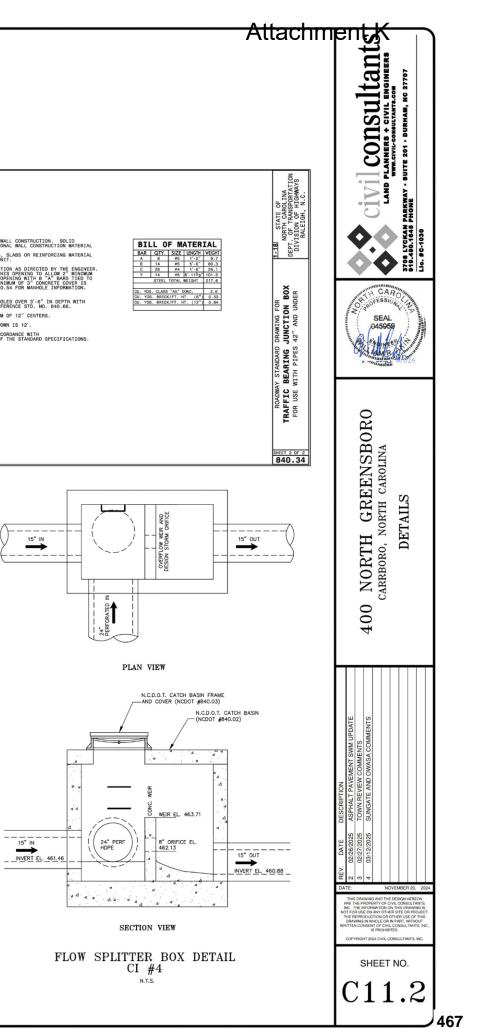


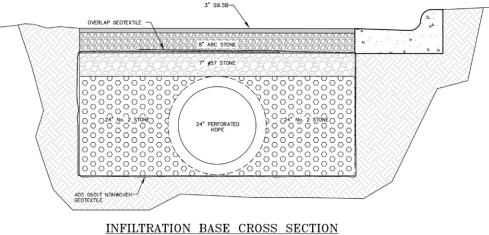




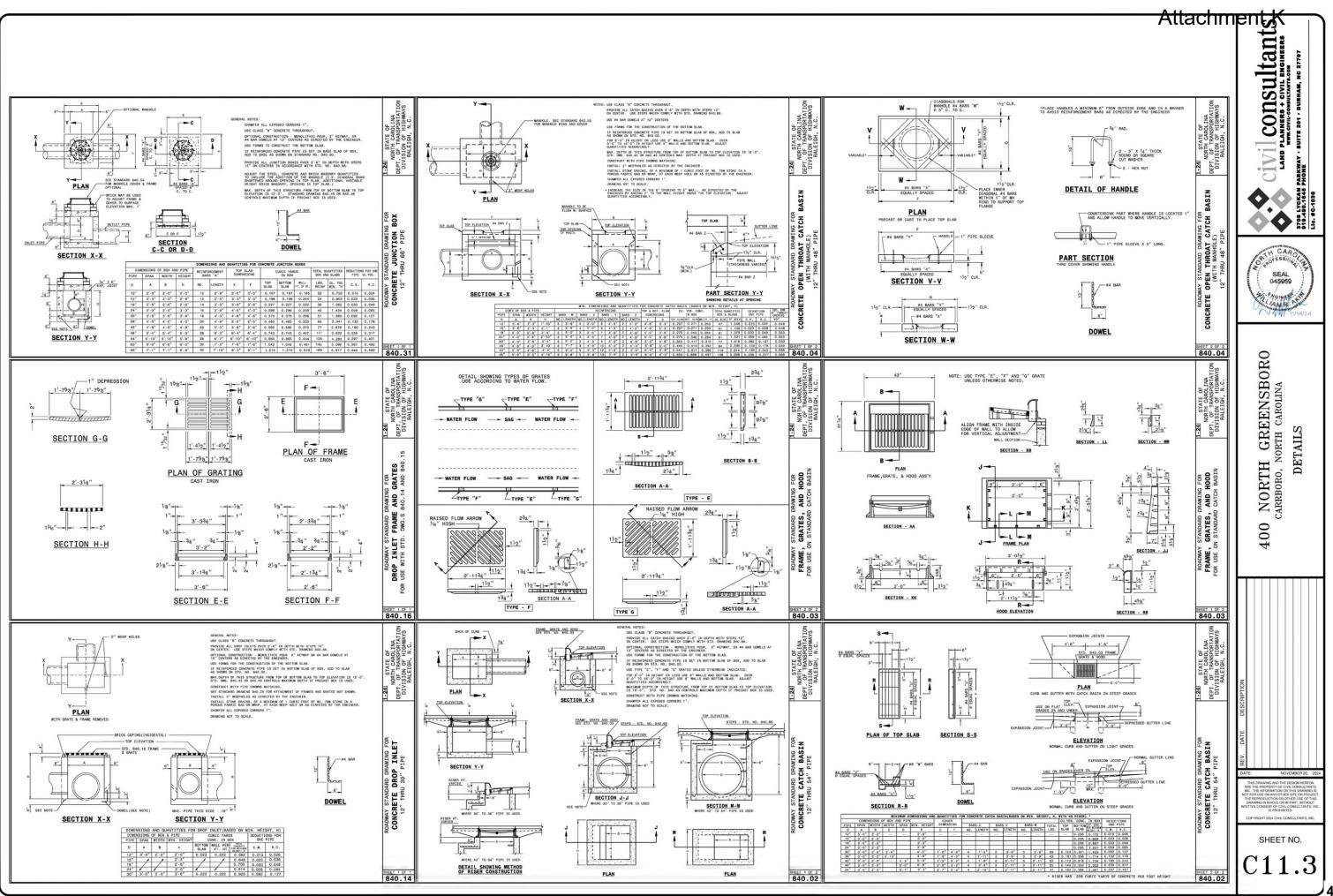
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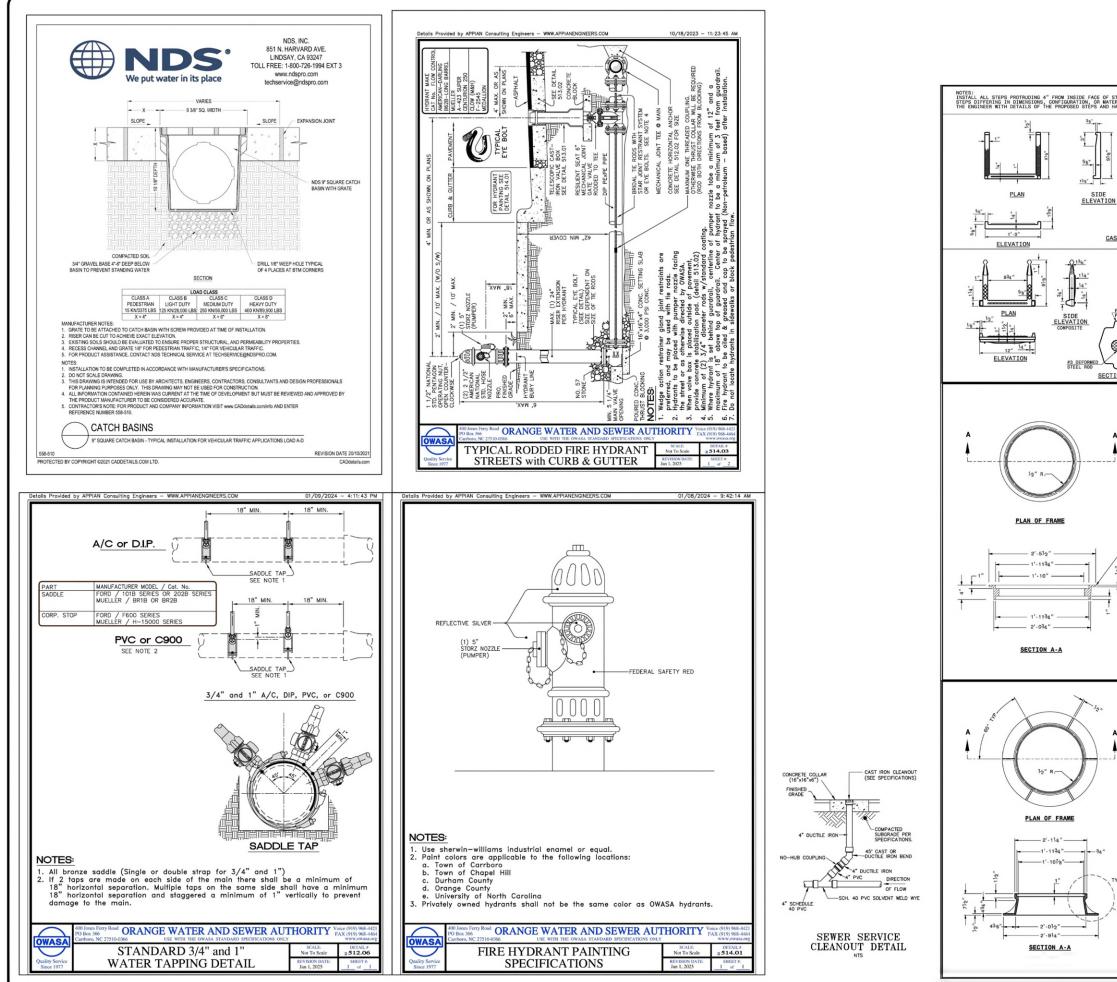


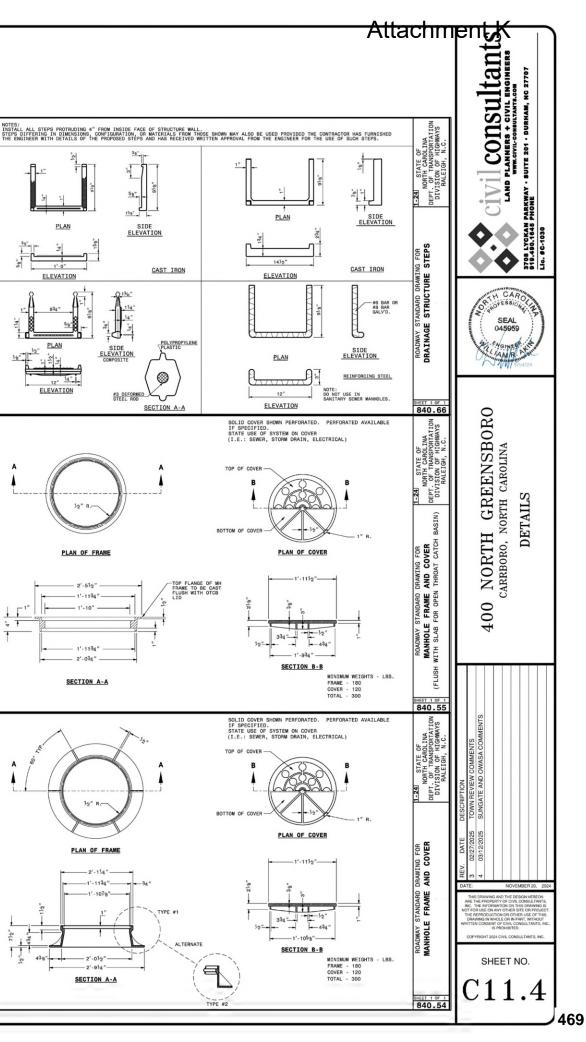


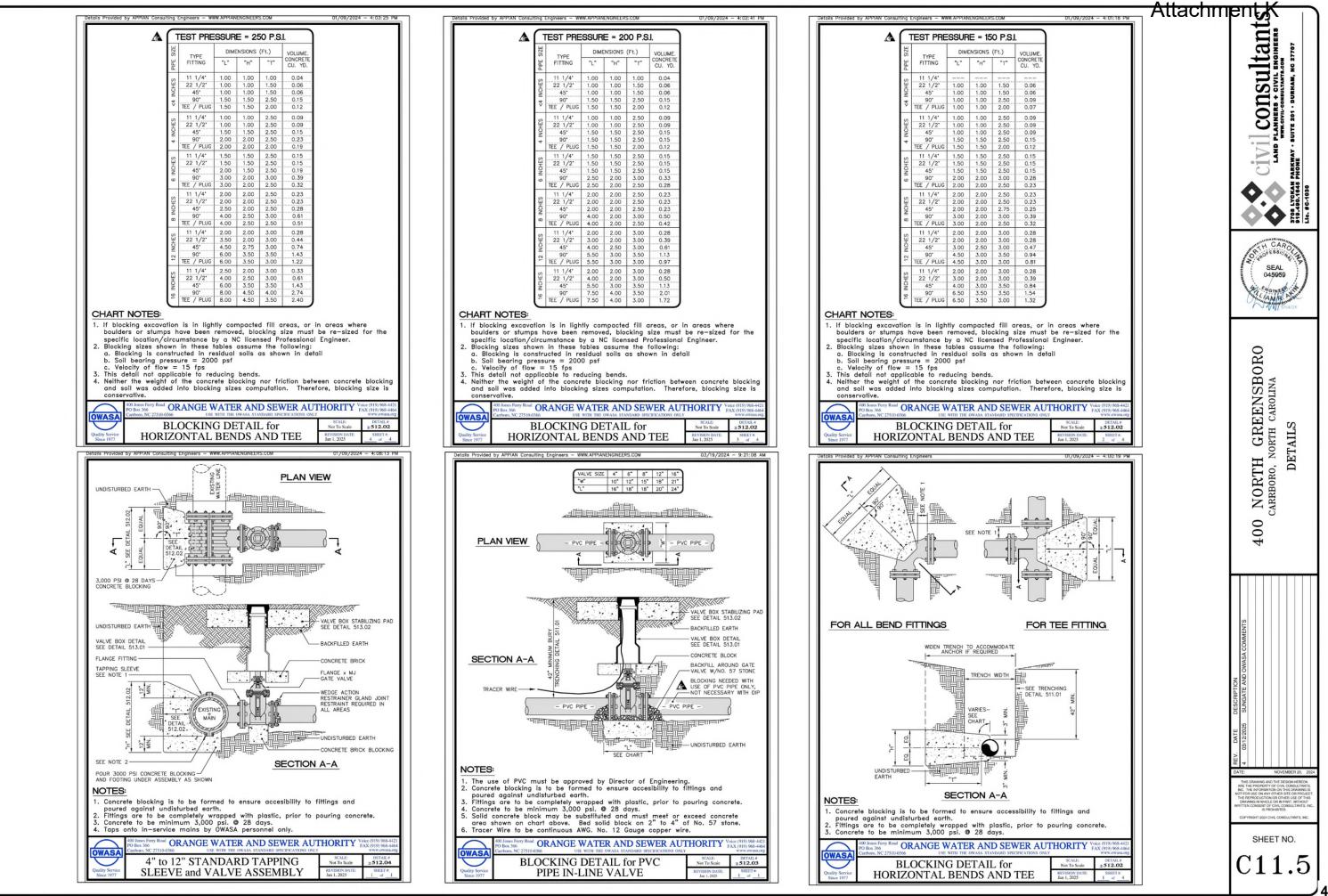


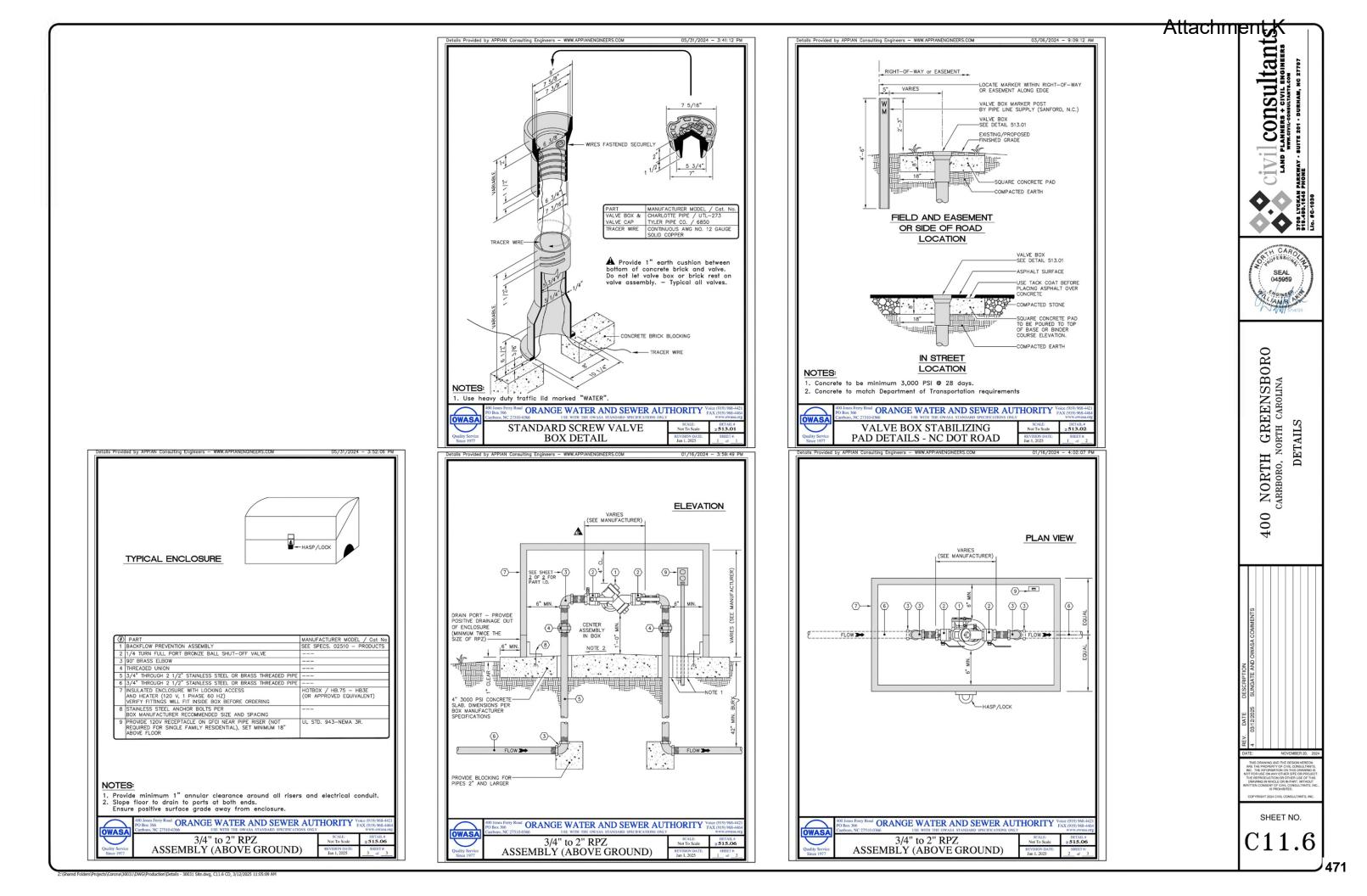
NOT TO SCALE NOTE: PLACE A LAYER OF SOLMAX GSE HD LINER, THE FULL HEIGHT AND LENGTH OF THE STONE SECTION COMPRISED OF BOTH #57 AND #2 STONE, ON THE SIDE OF THE INFILTRATION BASE CLOSEST TO THE BUILDING.

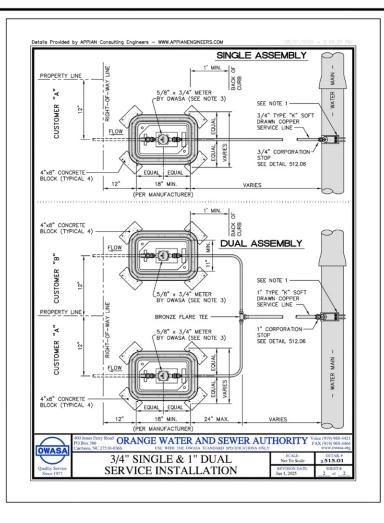


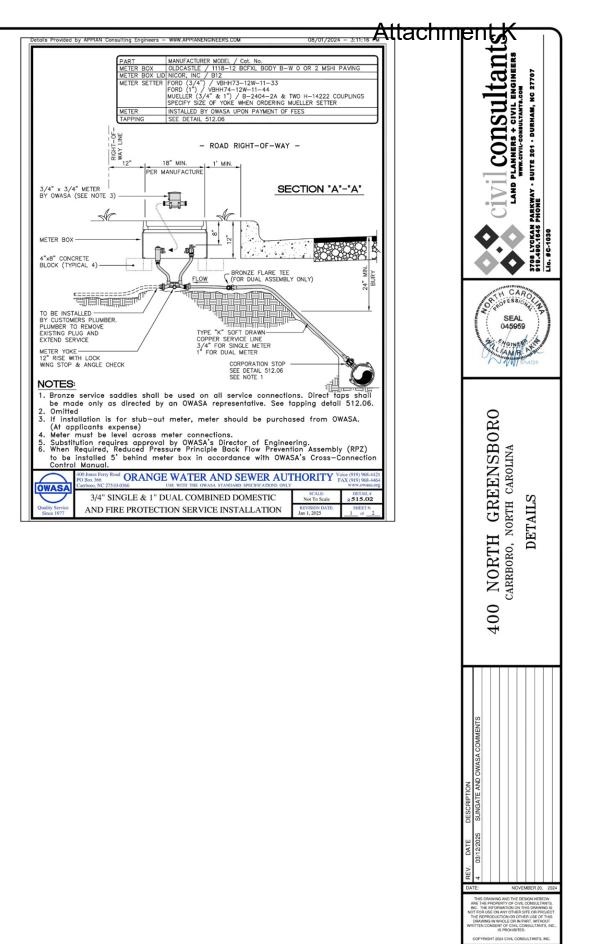








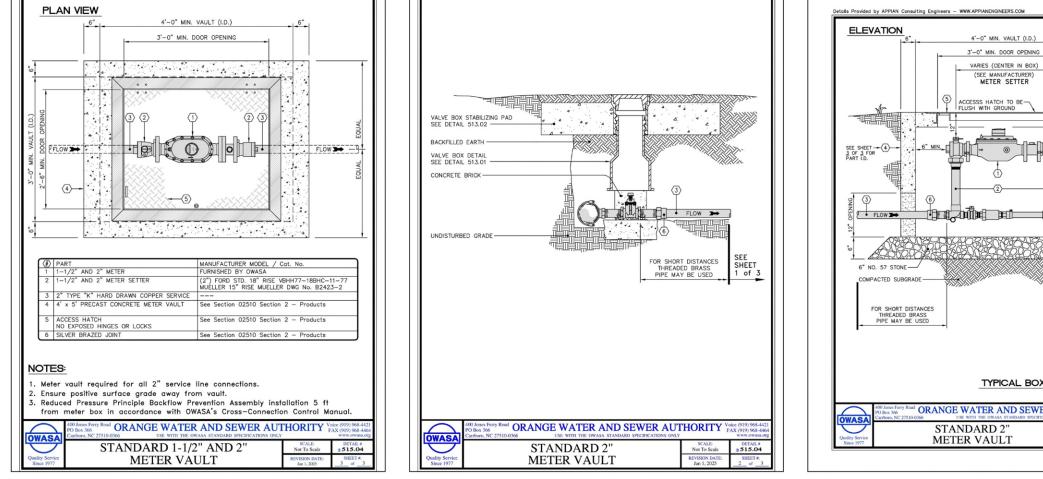




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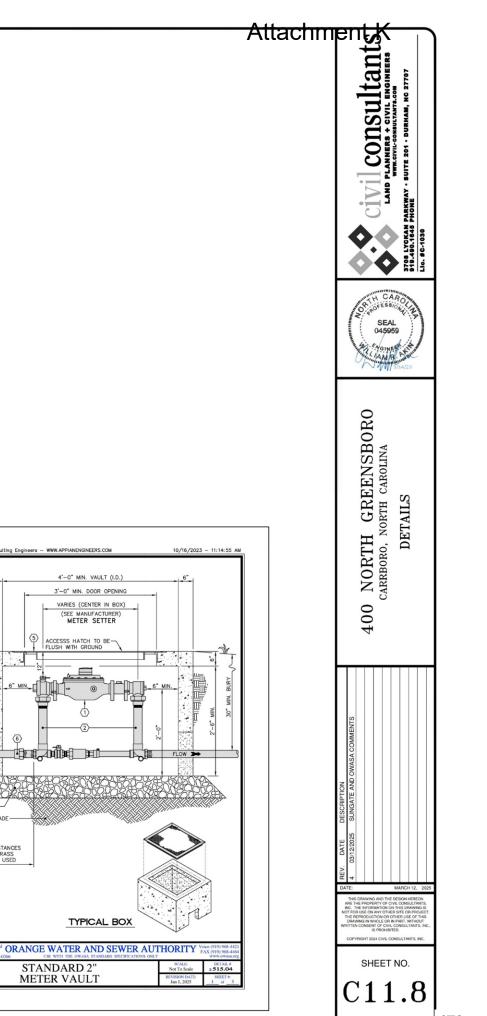


Details Provided by APPIAN Consulting Engineers - WWW.APPIANENGINEERS.COM

03/19/2024 - 9:34:54 AM

12/19/2023 - 10:46:54 AM

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DRO: E-3 Formula for Calculating 35% Shading of Vehicle Accomm	nodation Areas	5	
re footage of the vehicle accommodation area. Include parking spaces	ttool	~ ~	SWANSON + ASSOCIATES pa
ling areas, sidewalks, and other circulation areas. Do not include	และเ	Ш	Nent K
nd any area which will remain completely undeveloped:	5,455 sq	1. ft.	
	x.35		
aded:	1,909 sq	ą. ft.	LANDSCAPE ARCHITECTURE
existing trees to be retained in and around the vehicle			
n area: *	- so	q. ft.	
required screening trees, if any: *	255 sq		
required street trees, if any: *	1,850 sq 2,105 sq		
ter than line 3, then the shading requirements has been met. If not, go	00	1	
ence between line 7 and line 3;	n/a so	1. ft.	
ence between nite 7 and nite 5.	/ 707	ł. IL.	
f shade trees required within the vehicle accommodation area:	5		
retained in compliance with Section 15-316 will be credited according to area may be calculated as follows:	their actual cr	own	
3.14 x (crown radius) ₂ = shaded area			
n the vehicle accommodation area are credited with shading <u>707 sq. ft.</u> (I or existing trees on the perimeter of the parking lot are credited for havin			
commodaion area (e.g., new perimeter trees will be credited for shading		own	
planted in compliance with the screening requirements of Article XIX, Pa		eet	
f Section 15-315 will be considered perimeter trees. When smaller trees			
ted, the credited shading area will be adjused downward to 314 sq. ft. for	r interior trees a	and	
eter trees (based on a crown radius of 10 ft.) (REWRITTEN 6/24/14)			
ial Loose plantings of native			
ody shrubs for relaxed look			
shines for received toole			
/Screening from Garden Pat	ío		
pining property/parking			
	aura a cla	in the	
of narrow, upright Evergreen trees/	0	ruo.	5
ide green screening to adjoining pr	opertu		
	. 0		
INS SUITABLE for CONSIDERAT	ION		
stern Red Cedar			
Irolína Cherry Laurel			
nerican Holly or Lusterleaf Holly			
smanthus			

Buffer/Screening from parking

to adjoining property

Hedge of narrow, upright Evergreen shrubs to provide green screening of parking court

OPTIONS SUITABLE FOR CONSIDERATION

Carolina Cherry Laurel or English Laurel

Chindo Viburnum

Yaupon Holly or Foster Holly Yellow Anise Tree (Illicium parvifolium)

Medium Size Canopy Tree and Tall, upright Tree to provide formal entry to building and around perimeter of building and parking.

upright tree to provide formal canopy to entry and low shrubs to define planter spaces

OPTIONS SUITABLE FOR CONSIDERATION Hornbeam

Bald Cypress

Black Gum

Yaupon Holly (tree-form)

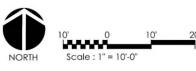
Shade tree for canopy coverage for parking

Trees for shading of parking court to meet min. canopy coverage requirements. Provide Oak trees with diversity for carbon sequestrian.

OPTIONS SUITABLE FOR CONSIDERATION Scarlet Oak or Laurel Oak,

Shumard Oak or Swamp Chestnut White Oak, or Overcup Oak, Willow Oak

Red Maple



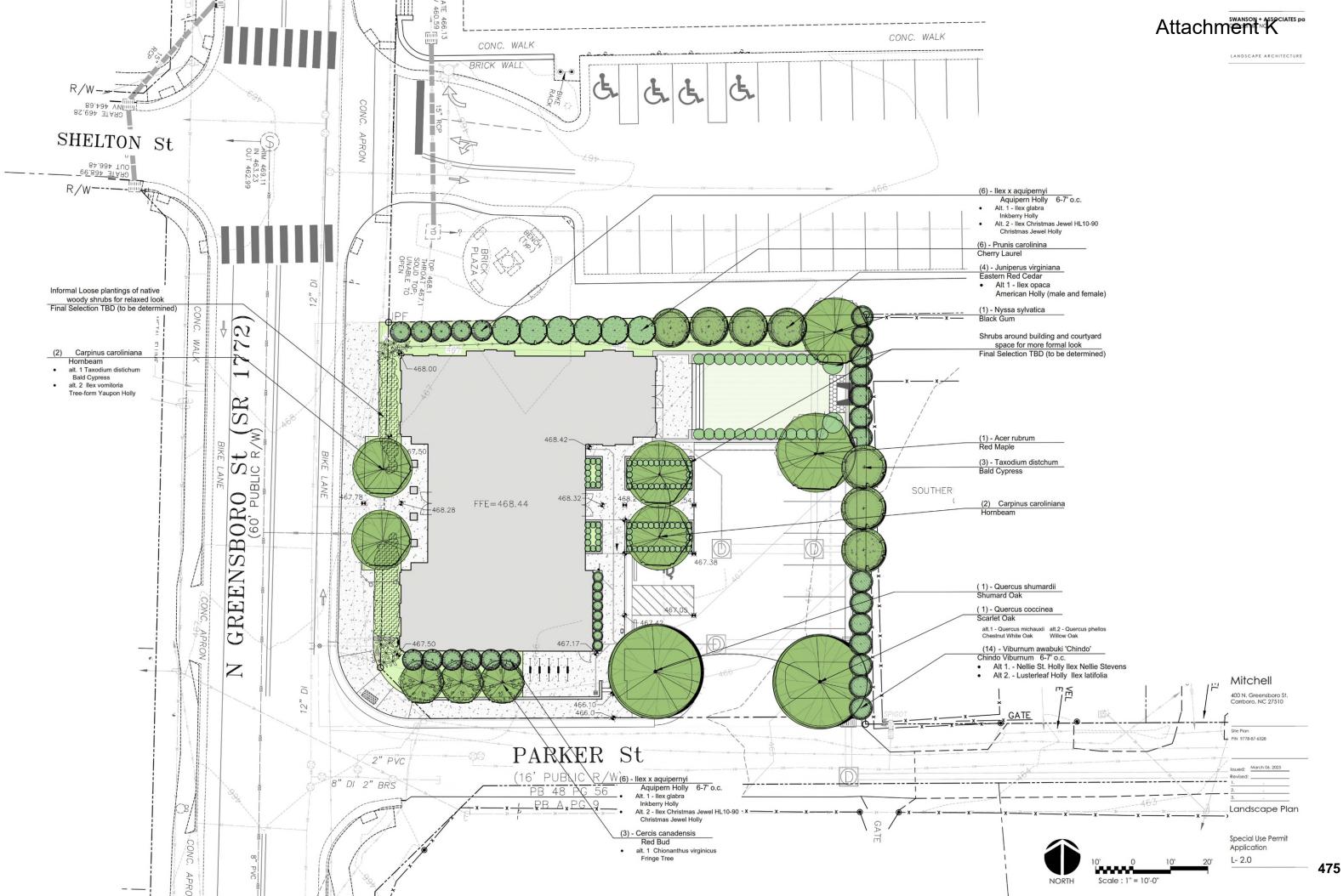
Mitchell

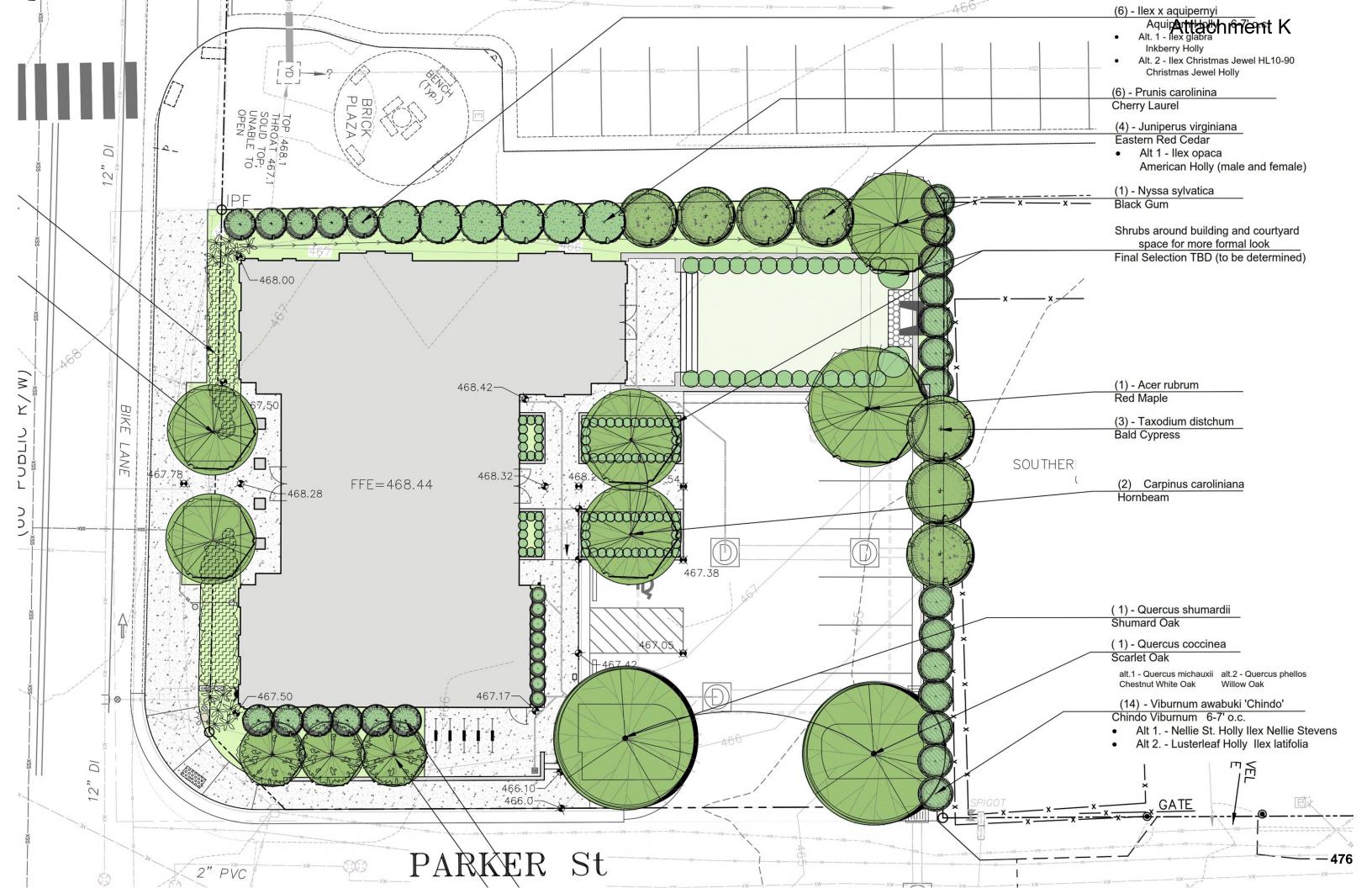
400 N. Greensboro St. Carrboro, NC 27510

Site Plan PIN 9778-87-6328

ssued: March 14, 2025 Revised:

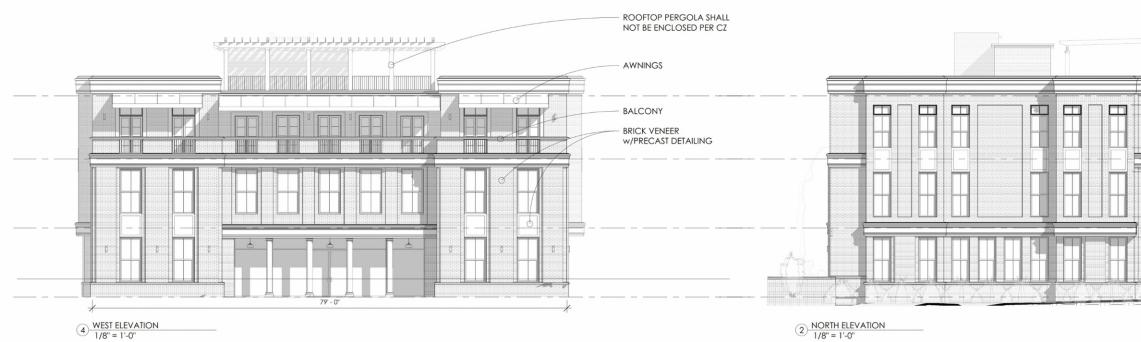
Concept Plan for Canopy Coverage and Buffer/Screening Landscape Plan Special Use Permit Application







INTERIOR AREA & UNITS BY LEVEL					
LEVEL	AREA	UNITS			
FIRST FLOOR	3,885 SF	2			
SECOND FLOOR	4,051 SF	3			
THIRD FLOOR	3,347 SF	2			
TOTU	11 000 05				

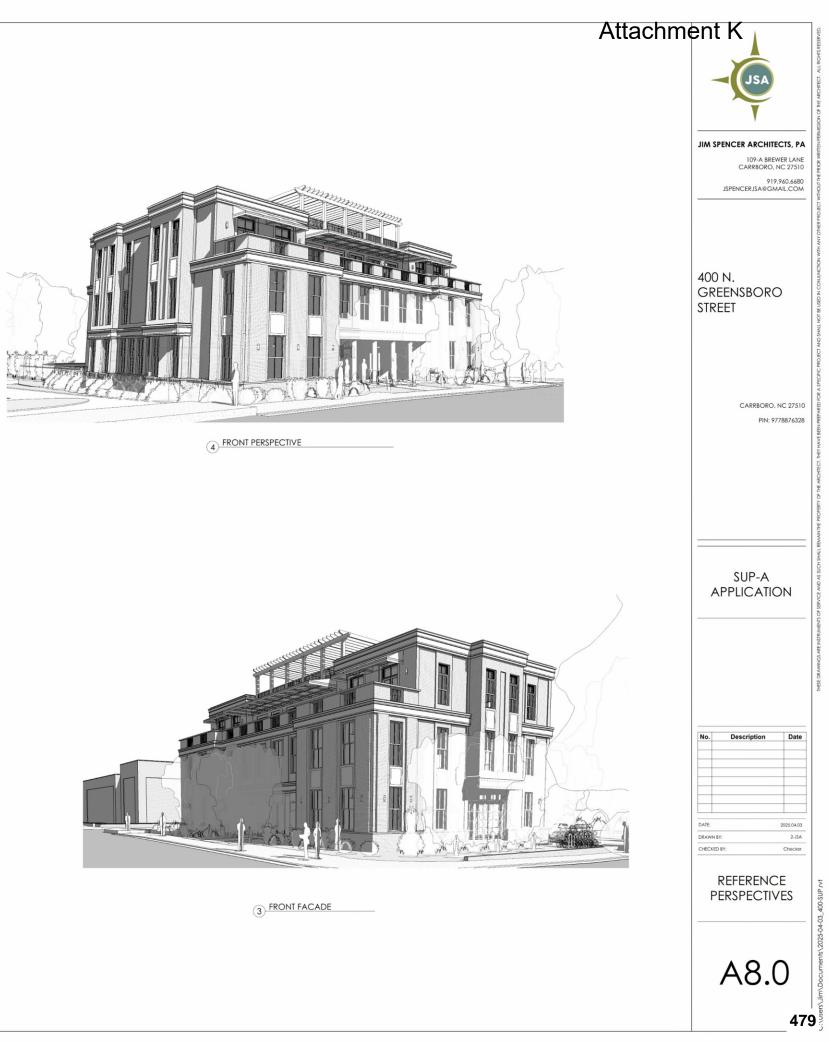




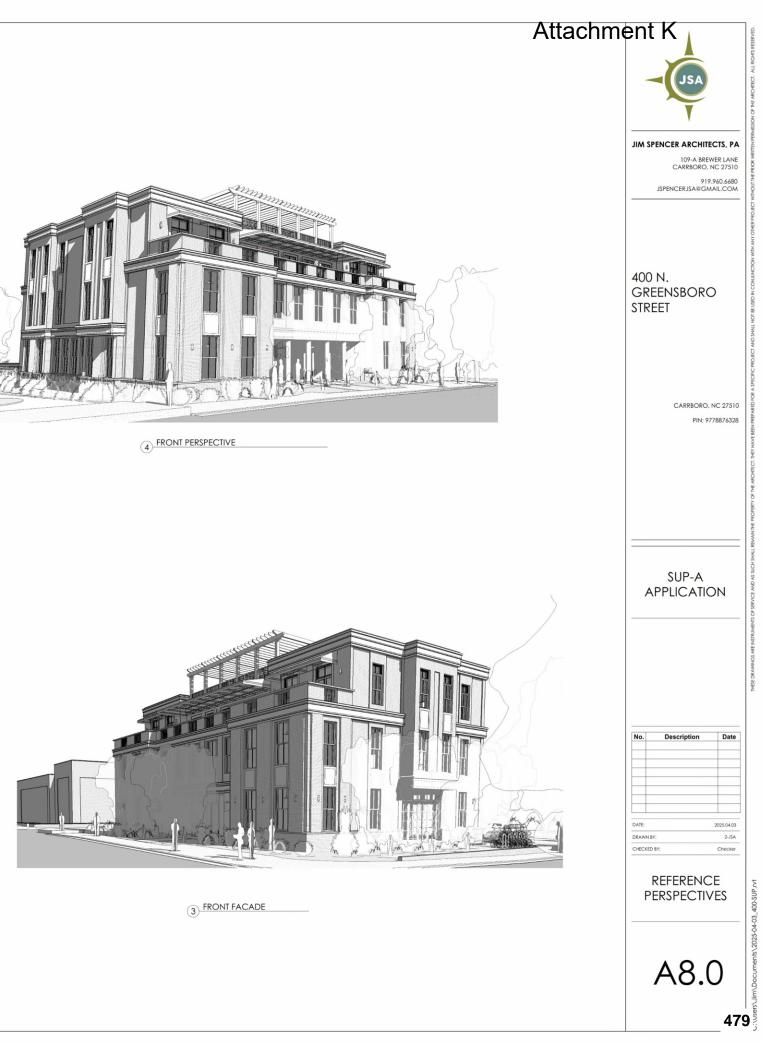


1 EAST ELEVATION 1/8" = 1'-0"









Attachment K

The following ordinance was introduced by Council Member Fray and duly seconded by **Council Member Nowell:**

AN ORDINANCE AMENDING THE CARRBORO ZONING MAP TO REZONE APPROXIMATELY 0.37 ACRES OF PROPERTY KNOWN AS 400 NORTH GREENSBORO STREET FROM CT (CORPORATE TOWN) TO B-1G-CZ (GENERAL BUSINESS, CONDITIONAL)

(Ordinance No. 23)

05-15-2024

THE TOWN COUNCIL OF THE TOWN OF CARRBORO ORDAINS:

SECTION 1. The Official Zoning Map of the Town of Carrboro is hereby amended as follows:

That the property being described on Orange County Tax Maps as Chapel Hill Township, 400 North Greensboro Street (PIN 9778-87-6328) encompassing approximately 0.37 acres as shown on the accompanying map titled "Rezoning Exhibit CT to B-1G-CZ" is hereby rezoned from CT (Corporate Town) to B-1G-CZ (General Business, Conditional) subject to the following conditions.

- The Concept Plan labeled "400 North Greensboro Street, Conditional Rezoning Drawing Set," dated March 21, 2024, is approved and incorporated herein to indicate all potential land uses, the general location of the building and parking areas, vehicular and bicycle-pedestrian access points, stormwater management features, areas of preserved trees and other landscaped areas. Other features and issues remain to be decided at the time a special use permit is requested for the development. Those features and issues include, but are not necessarily limited to, the location of EV charging stations, open space and recreation facilities, sidewalk facilities along North Greensboro Street, and all other elements necessary to determine compliance with the Land Use Ordinance.
- The residential density of the project shall be capped at a maximum of seven (7) dwelling units, 2. including a combination of use classifications 1.331 (multi-family apartments with maximum 20% units with > 3 bedrooms/du) and 1.332 (multi-family apartments with no bedroom limits).
- Construction of the building shall allow for future conversion to commercial use on the entire 3. ground floor.
- Seven non-residential uses shall be allowed in the development subject to compliance with 4. Town standards. These include use classifications: 2.120 (retail, low volume traffic generation); 3.110 (office, clerical, research and services, all operations conducted entirely within fully enclosed building: operations designed to attract and serve customers or clients on the premises, such as the offices of attorneys, physicians, other professionals, insurance and stock brokers, travel agents, government office buildings, etc.); 3.120 (office, operations designed to attract little or no customer or client traffic other than employees of the entity operating the principal use), 3.220 (office, operations conducted within or outside fully enclosed building, operations designed to attract little or no customer or client traffic other than employees of the entity operating the principal use); 8.100 (restaurant, bars and night clubs; 8.200 (restaurant with outside service or consumption); and 8.900 (neighborhood cafes) if

available in the B-1G zoning district at the time such use is proposed to be added to the building.

- 5. pre-development runoff levels for the 25-year storm.
- 6. cost of one unit at the time when the special use permit is approved.
- 7. charging, final locations to be determined as part of the special use permit.
- The rooftop pergola will never be enclosed. 8.

SECTION 2. This ordinance shall become effective upon adoption.

The foregoing ordinance having been submitted to a vote received the following vote and was duly adopted this the 21st day of May 2024:

The motion was carried 6-0.

AYES: Mayor Foushee, Council Member Nowell, Council Member Fray, Council Member Merrill. Council Member Posada, Council Member Haven-O'Donnell

Noes: None

Absent or Excused: None

Attachment K

The project shall contain at least three of the following features: water conservation, energy conservation, on-site energy production, provisions for affordable housing, alternative transportation, and provisions for public art/outdoor amenities and stormwater management that exceeds the Town's standards. The project will detain the post-development runoff to the

The applicant is offering to make a payment to the Town's Affordable Housing Fund for the

The project shall include the components necessary for EV vehicle charging and E-bike

Barbara M. Foushee Mayor, Town of Carrboro



JIM SPENCER ARCHITECTS, PA 109A Brewer Lane | PO Box 385 Carrboro, NC 27510 919.960.6680

May 20, 2025

Town of Carrboro Planning, Zoning, and Inspections Division 301 West Main Street Carrboro, NC 27510

Re: Formal request for Modification to Canopy Coverage Standards

Mitchell project, 400 North Greensboro, SUP-A application

Dear Town of Carrboro PZI staff,

Please consider this our formal request for modification of the tree canopy requirements in the Carrboro Land Use Ordinance section 15-319. During our Conditional Zoning review, the issue was discussed at length with staff and the site plan approved with the CZ ordinance included a proposal for 20% canopy coverage as "substantially compliant". We have made minor landscaping changes associated with the site plan for this SUP-A, but have once again proposed this 20% canopy coverage for this very small urban site.

Our design team and owners feel that this proposed coverage supports the goals of the new comprehensive plan and further, that it complies with section 15-319(b)(1) of the ordinance. This section allows the permit issuing authority to approve a development application that does not fully comply with the standards when it finds that the application substantially complies with these standards and enables the project to better achieve other Town objectives. In this project's case, the reduced canopy enables improved storm water management greatly, allows the building to have better solar access for potential active and passive solar energy use, and allows for more residential density in the downtown area. The comprehensive plan specifically (and repeatedly) mentions the Town's desire for infill, dense residential development along already established transit corridors with existing infrastructure. We feel our project is a perfect addition to the town in this location and should be allowed this modification to the ordinance standard.

Best, regards, Jamo C Spencer/1

Jim Spencer, AIA, LEED BD+C Jim Spencer Architects, PA

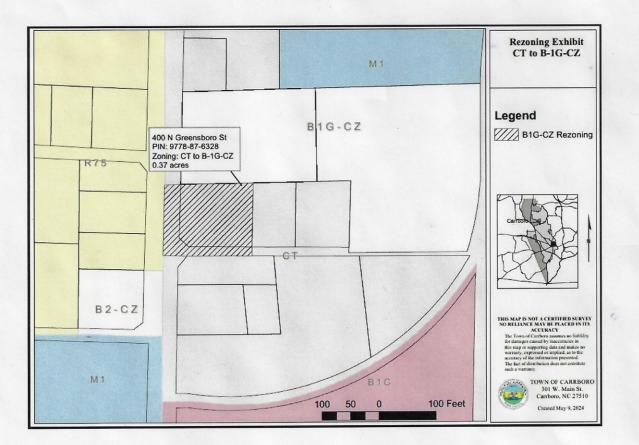
I SAM MITCHELL & THOMAS LATEON, petitioner(s) for the requested rezoning, hereby agree to all conditions described above, including the

site plan, building elements and notes shown on the concept plan referenced in Condition #1 and acknowledge the subsequent requirement for a special use permit.

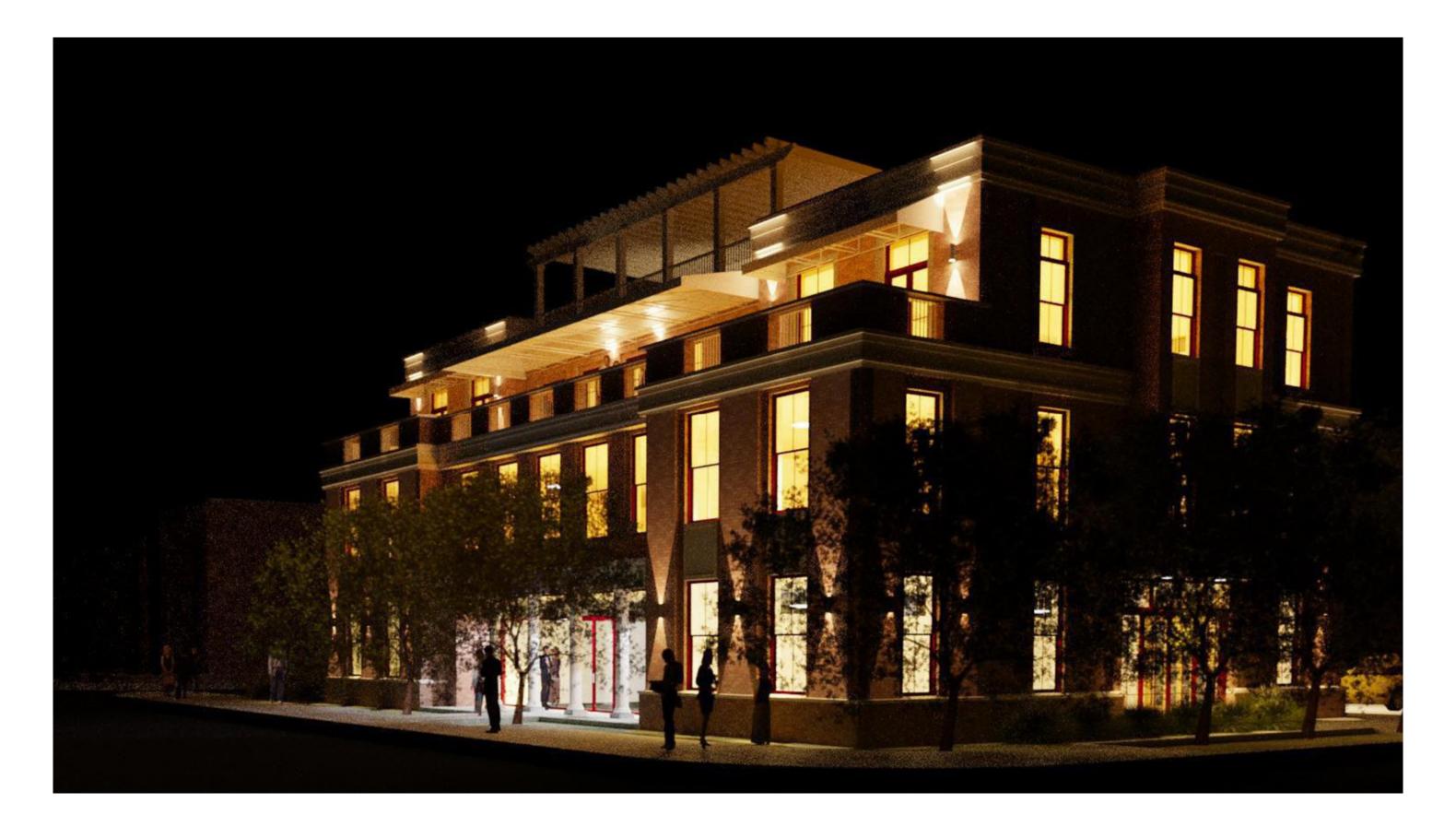
PETITIONER SIGNATURE

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PETITIONER SIGNATURE



Attachment K



Attachment K



Town of Carrboro

Agenda Item Abstract

File Number: 25-059

Agenda Date: 6/17/2025 In Control: Town Council Version: 1 File Type: Action Item

Town Code Amendment Restricting On-Street Parking on Elm Street

PURPOSE: For the Town Council to consider an amendment to the Town Code to restrict on-street parking along Elm Street between West Weaver and Shelton streets to ensure sufficient width for fire apparatus and resident access to private driveways.

DEPARTMENT: Planning, Fire and Rescue, and Public Works

COUNCIL DIRECTION:

_____Race/Equity _____Climate ____X__Comprehensive Plan ___X_Other

This agenda item speaks to the need for shared streets to accommodate emergency services, which can be challenging in the older sections of downtown Carrboro where the existing streets are narrow, and homes may have limited driveway space for parking. Regarding the Comprehensive Plan, the Fire Department's goals and strategies are included in the Public Services & Communications Chapter and include a focus on safety and providing the community with the best possible services. Recommendations in the Transportation and Mobility Chapter speak to traffic calming and parking management.

INFORMATION: Over the last few years, patrons visiting Pizzeria Mercado and the convenience store associated with the Marathon gas station have increasingly been parking along Elm Street from the intersection with West Weaver Street toward East Poplar Street. Elm Street has a 30-foot right-of-way, but the pavement width becomes more narrow (approximately 18-feet) as the street transitions from commercial uses to residential uses beginning just north of the Marathon property and Town staff have received calls from residents having difficulty maneuvering in and out of their driveways. Fire apparatus also has limited access during those times when vehicles are parked on the street.

Staff discussed on-street parking along Elm Street at the March 13th and May 8th Traffic and Parking Committee meetings and recommended prohibiting parking on the east side of Elm entirely (the side with the sidewalk) and restricting parking on the west side to the southern section of the street where the pavement is wider-- from Weaver Street to the point just north of the Marathan property.

Provisions relating to on-street parking are discussed in Chapter 6 of the Town Code, Article IV (<u>Chapter-6---Motor-Vehicles-and-Traffic-PDF <https://www.carrboronc.gov/DocumentCenter/View/102/Chapter-6---</u> <u>Motor-Vehicles-and-Traffic-PDF?bidId=></u>). A draft amendment to the Town Code has been prepared (*Attachment A*). If adopted, a new Subsection 6-19(b)(1)(zz) would be added, prohibiting on-street parking on the east side of the Elm Street and limiting on-street parking on the west side of the intersection with Weaver Street to a certain point a little more than 200 linear feet north. No parking would be allowed on the west side of the street beyond that point.

Staff distributed informational doorknob hangers to alert residents along the street of the proposed Town Code

amendment and of the Town Council meeting(s) when the matter has been scheduled for consideration. On May 28th, Town staff met with eight neighbors to discuss the proposed amendment and respond to feedback. Residents suggested a couple additional options (2 & 3) to draft Town Code amendment with an interest in retaining some on-street parking for guests and/or service needs:

- 2. Allowing on-street parking along the west side of the street (the side without the sidewalk), and/or
- 3. Allowing on-street parking along the west side of the northern segment from East Poplar to Shelton.

The staff recommendation at this time is to proceed with the proposed Town Code amendment as originally drafted (Option 1) due to the safety concerns associated with emergency response/Fire Department access as noted below.

- Fire Trucks, including all projecting mirrors and equipment are approximately 10-feet wide, and need additional space on either side to maneuver; the Fire Code requires 20-feet of unobstructed clearance.
- The parking dimensions outlined in Section 15-293 of the Land Use Ordinance (LUO) include: 8.5 feet (W) by 18 feet (L) for regular spaces and 9.5 feet (W) by 21 feet (L) for parallel spaces.
- The existing commercial uses at the south end of the street, combined with the tendency for Farmers Market patrons to use Elm Street for overflow parking creates a unique situation from other residential streets in the neighborhood.
- The Town Code includes other restrictions for parking based on road width, proximity to an intersection, fire hydrant, driveway, etc. would limit the feasibility of creating meaningful on-street parking spaces with options 2 & 3.
- Once codified in the Town Code, no parking signs can be installed, the public made aware of the restriction and the Police can enforce.

It should be noted that the preparation of the new unified development ordinance (UDO) will include an evaluation of the street standards.

FISCAL IMPACT: There are minimal staff impacts associated with updating the Town Code and fabricating and installing no-parking signs.

RECOMMENDATION: Staff recommends that the Town Council adopt the draft Town Code amendment (Option 1) as provided in Attachment A.

AN ORDINANCE AMENDING THE TOWN CODE TO SPECIFY PARKING RESTRICTIONS ALONG ELM STREET

Draft 6-8-2025

THE CARRBORO TOWN COUNCIL ORDAINS:

Section 1. Article IV of Chapter 6, Section 6-19 of the Carrboro Town Code (Parking Prohibited in Certain Locations at Certain Times)(b)(1) is amended by adding a new subsection (zz) to read as follows:

(zz) The east side of Elm Street from the intersection of West Weaver Street to the intersection with Shelton Street, and the west side of Elm Street from a point approximately 235 feet north of the intersection with West Weaver to the intersection with Shelton Street.

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

Section 3. This ordinance shall become effective upon adoption.



Race and Equity Pocket Questions

Title and purpose of this initiative: Town Code Amendment Restricting On-Street Parking on Elm Street

Department: Planning, Fire-Rescue, Public Works

What are the racial and equity impacts?

The proposed Town Code Amendment retains on-street parking alongside of the Marathan Gas Station, which is frequented by many residents, particularly blue-collar workers. The percentage of BIPOC residents along Elm Street is not known at this time.

Who is or will experience community burden?

As noted below under unintended consequences, it is possible that some residents and employees for the two businesses may lose access to parking near their homes/places of employment. Older residents and those with mobility challenges will be most affected.

Who is or will experience community benefit?

Any action that provides faster emergency response time benefits the community at large. In this case, the action will provide improved access for emergency services to residents living along the corridor as well as those living in proximity, who may enjoy the benefits of Fire/EMS using Elm Street as a more direct route to their location.

What are the root causes of inequity?

Structural racism in government decisions, particularly those relating to land use, as well as residents' personal experiences with government, can further alienate those that may find it difficult to attend meetings—like working individuals and families—and contribute to a reticence by historically marginalized people to speak in a public setting.

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

Some residents may not have sufficient on-site parking in driveways or parking areas to meet the needs of their households and will have to seek other places to park or to consider other travel options. Pizzeria Mercado may lose customers and/or have customers ticketed or towed. It is possible that the prohibition may affect parent queuing for drop-off/pick-up at Carrboro Elementary School.

How is your department planning to mitigate any burdens, inequities, and unintended consequences?

Planning staff reminded the owners of Pizzeria Mercado of the satellite parking agreement that they provided as part of the permit approval for the restaurant use. Public parking is typically available within a short walking distance. Staff will monitor the student peaks at Carrboro Elementary School.

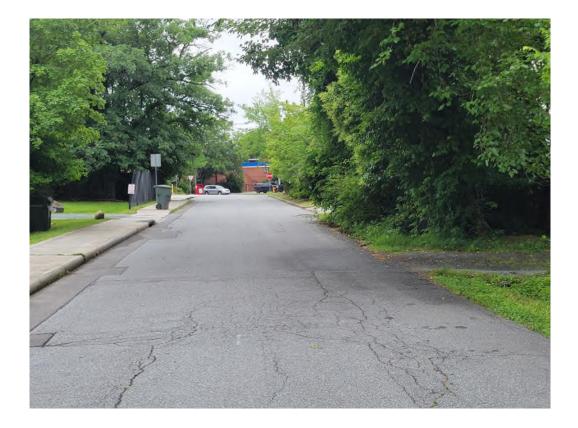
TOWN CODE AMENDMENT RESTRICTING ON-STREET PARKING ON ELM STREET

Carrboro Town Council – June 17, 2025



488

Elm Street - Overview



- Located in downtown area near Town Hall/Town Commons and Carrboro Elementary School.
- Two blocks-- between West Weaver and Shelton streets.
- Predominately residential.
- Two commercial uses--Marathon Gas Station and Pizzeria Mercato-located at south end of street at corner with West Weaver.

Overview - continued

- Thirty-foot Right-of-Way
- Sidewalk along east side of street; ditch along west side.
- Eight parking spaces for Pizzeria Mercato with direct ingress/egress onto Elm Street.
- Street narrows about 200 feet north of the intersection with Weaver Street.
- Overflow parking for Marathon, Pizzeria Mercato and the Farmers Market often occurs along Elm Street.



Google Street View, Nov 2018

Elm Street – Resident Parking Concerns



- Street width can make it difficult to back out of driveways when cars and service trucks/trailers are parked on the street.
- Existing ditch/soft shoulder on west side also affects parking.

Town of Carrboro Fire Apparatus

- 10-foot width
- Ladder truck tail swing at intersections

Carrboro Engine 1



Engine 1 is a 2014 Sutphen Custom Cab Pumper/Tanker. It includes a 1500 gallon per minute Hale pump with a 1000 gallon booster tank.

Carrboro Engine 2



Engine 2 is a 2006 Elite Pumper/Tanker. It includes a 1500 gallon per minute Hale pump with a 1000 gallon booster tank.

Ladder 1



Carrboro Engine 10



Engine 10 is a 1999 Ferrara Pumper/Tanker. It includes a 1500 gall per minute Hale pump with a 1000 gallon booster tank.

Elm Street – Parking Concerns



Analysis - Elm Street & Surrounding Streets



Recommendation

- Parking would no longer be allowed beyond the first residential driveway on the WB side of the street until the end of the street at Shelton St.
- No parking on EB side.

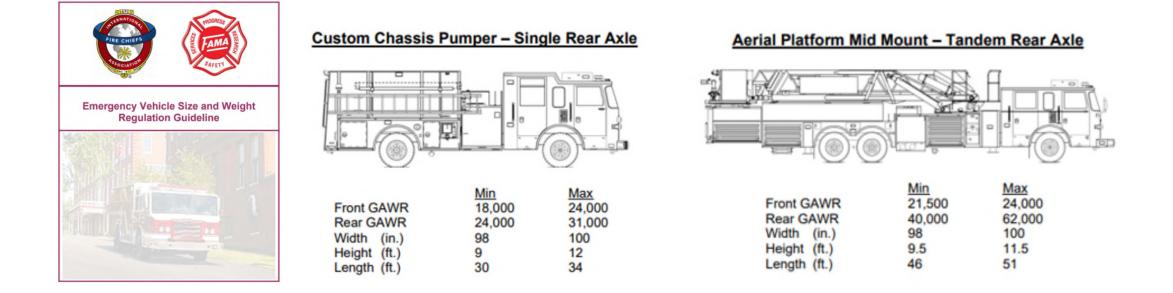


Questions? Discussion.



Supplemental Slides

Fire Apparatus Dimensions



Standard Dimensions by Type

- Gross Axle Weight Ratio (GAWR)
- Width exclusive of rear mirrors, turn signals, handholds for cab entry/egress, splash and spray suppressant devices, load induced tire bulge, fixed step up, etc.



Town of Carrboro

Agenda Item Abstract

File Number: 25-068

Agenda Date: 6/17/2025 In Control: Town Council Version: 1 File Type: Information Item

Reimagining Weaver Street - Update on Capacity Analysis

PURPOSE: This agenda item is designed to provide the Town Council with an update on the draft findings from the capacity analysis for closing East Weaver Street to vehicle traffic and to discuss possible next steps.

DEPARTMENT: Planning

COUNCIL DIRECTION:

<u>X</u> Race/Equity <u>X</u> Climate <u>Comprehensive Plan X</u> Other

Reimagining East Weaver Street as a pedestrian-focused space in the downtown area will have implications to the experience of residents and visitors to Carrboro. The capacity study allows for further considerations related to race and equity, climate, safety, and economic development goals of the project discussed at the January 2025 work session.

INFORMATION: At the January 14, 2025, work session the council received information on and discussed ideas for reimagining East Weaver Street as a pedestrian-focused space. The Town Council directed staff to conduct a study that looked at traffic impacts for all modes, changes to public transit, public services and EMS access, and cost estimates.

The purpose of this item is to provide a follow-up from the work session, presenting the draft findings of a capacity study conducted by Exult Engineering, engaged for this work by the Town Engineer. A representative from the firm will be available to answer technical questions.

The capacity study is designed to understand notable impacts to the surrounding network of closing East Weaver Street to vehicles. The study uses counts taken in March 2025 and considers three scenarios:

- No-Build (No change to East Weaver Street)
- Build (Close East Weaver Street to motorized vehicles)
- Build with Improvements (Close East Weaver Street and implement recommendations beyond minimum required infrastructure changes to close East Weaver Street)

The capacity study is still under review by NCDOT.

Draft findings anticipate:

• Improved travel times through the intersections at both ends of East Weaver Street

- Travel delays at West Main Street and both Greensboro Street and Jones Ferry Road
- No substantial impact to East Braxton Foushee Street or Roberson Street.

The model also suggests long lines of cars at some intersections, anticipating that current congestion on East Weaver Street will shift to Greensboro Street and Mian Street. The Build with Improvements scenario provides road design recommendations that address this anticipated outcome. The consultant also makes general recommendations for bike and pedestrian improvements for the area, expecting a pedestrianized street to draw in more foot traffic and cyclists.

Exult Engineering included the network of intersections around the Drakeford Library Complex and explores the direction of Mapel Avenue converted to a one-way as part of the opening of the building. Exult Engineering recommends that the one-way direction on Maple Avenue be switched from southbound to northbound.

Attachments include a Staff Memo (*Attachment A*), Race & Equity Pocket Questions (*Attachment B*), and a copy of the presentation (*Attachment C*).

FISCAL IMPACT: There are no fiscal impacts for receiving the update. The Adopted FY26 Budget allocates \$200,000 for the Reimagining Weaver Street project. Depending on review by NCDOT, the consultant may update the opinion of probable construction; the allocated amount in the Adopted FY26 Budget may cover the costs for the Build scenario.

RECOMMENDATION: Staff recommends that the Town Council receive the update, discuss and provide direction for next steps.



TOWN OF CARRBORO

NORTH CAROLINA

TRANSMITTAL PLANNING DEPARTMENT

DELIVERED VIA: 🗆 HAND 🗆 MAIL 🗆 FAX 🖾 EMAIL

 To:
 Patrice Toney, Town Manager

 Mayor and Town Council

 From:
 Duncan Dodson, Planner

 Tina Moon, Interim Planning Director, Planning & Transportation Administrator

 Date:
 June 12, 2025

Subject: Reimagining Weaver Street Capacity Analysis

<u>Summary</u>

The purpose of this memorandum is to provide the Town Council with additional information relating to the draft capacity study exploring impacts of converting the East Weaver Street corridor to a pedestrian-focused facility, conducted by Exult Engineering. This information is a follow-up from the January 2025 work session, where the Town Council directed staff to conduct a study that looked at traffic impacts for all modes, changes to public transit, public services and EMS access, and cost estimates.

The capacity study explores three scenarios:

- No-Build (No change to East Weaver Street)
- Build (Close East Weaver Street to motorized vehicles)
- Build with Improvements (Close East Weaver Street and implement recommendations beyond minimum required infrastructure changes to close East Weaver Street)

The study projects shorter travel times through the intersections at both ends of East Weaver Street, increased travel times at W Main Street and Greensboro Street and Jones Ferry Road, and no substantial impact to E Braxton Foushee Street or Roberson Street. The model also projects cars backing up at some intersections, as congestion from E Weaver Street shifts to North and South Greensboro streets. The third scenario—Build with Recommended Improvements—provides road design recommendations to address this anticipated outcome.

The study also makes general recommendations for bike and pedestrian improvements for the area, expecting a pedestrianized street to draw in more foot traffic and cyclists. Counts at Maple Avenue, recently converted to one-way northbound, observed several drivers going the wrong direction. The consultant comments that the Town could switch the direction to better align with travel behaviors. This memorandum contextualizes the results of the study with themes explored in the work session including race & equity, climate, safety, and economic development, and provides considerations for Town Council discussion.

Background

At <u>the January 14, 2025, work session</u> the Town Council discussed reimagining East Weaver Street as a dedicated pedestrian-focused facility.



Pedestrian Plaza

Meandering Path



High level conceptual designs (above) discussed at the meeting, explore considerations for equity, climate, economic development, and access, including goals of reducing single-occupancy vehicle trips, improving air quality, increasing safety for pedestrians and cyclists, and more dedicated public space. At the conclusion of the work session, the Town Council directed staff to engage consulting services to conduct a capacity analysis exploring the potential impacts of closing East Weaver Street.

Capacity Study – Introduction

Working through the Town Engineer (Sungate) Exult Engineering was engaged to evaluate the traffic operations of the closure of E Weaver Street to vehicular traffic. The scope was prepared in consultation with the North Carolina Department of Transportation (NCDOT). In March, Exult conducted traffic counts at ten intersections (Figure 1), which included the installation of temporary cameras that counted number of pedestrians, cyclists, and vehicles moving through each location. It should be noted that this approach differs from mid-block counts taken bi-annually by NCDOT. Exult reports counts from three different peak times:

- Weekend Saturday Peak Saturday March 22, 2025, from 11 a.m. to 1 p.m.
- Weekday Morning Peak Tuesday March 25, 2025, from 7 a.m. to 9 p.m.
- Weekday Evening Peak Tuesday March 25, 2025, from 4 p.m. to 6 p.m.



Figure 1. East Weaver Street Traffic Analysis Scope

Exult used these counts, as well as a traffic impact assessment (TIA) for the Drakeford Library Complex, as inputs into Synchro Studio and SimTraffic modeling software based on analysis procedures defined in the Transportation Research Board's Highway Capacity Manual. These models projects anticipated effects of the closure relating to intersection level-of-service and queue length.

- Level-of-service (LOS) A qualitative measurement of the total time elapsed from when a vehicle stops at the end of the line of cars to when it departs from the stop line (See Table 1).
- Queue The line of cars in a given lane waiting to move through an intersection.

Signalized	I Intersection	Stop-Co	trolled Intersection	
Level-of-Service	Average Control Delay	Level-of-Service	Average Control Delay	
(LOS)	(Seconds per Vehicles)	(LOS)	(Seconds per Vehicles)	
А	≤ 10.0	А	≤ 10.0	
В	> 10.0 and ≤ 20.0	В	> 10.0 and ≤ 20.0	
С	> 20.0 and ≤ 35.0	С	> 20.0 and ≤ 35.0	
D*	> 35.0 and ≤ 55.0	D	> 35.0 and ≤ 55.0	
E	> 55.0 and ≤ 80.0	E	> 55.0 and ≤ 80.0	
F	> 80	F	> 80	

*NCDOT Recommends Achieving a minimum LOS D

Table 1. Highway Capacity Manual (LOS and Delay)

Capacity Study – Assumptions and Caveats

The capacity study makes the following assumptions and inputs in the model:

- The model assumes a 0% growth rate.
- The model does not incorporate permitted smaller scale developments in the downtown (201 N Greensboro Street and 400 N Greensboro Street).
- The model does not include ongoing discussions about in-fill and re-development related to the Downtown Area Plan (draft representative renderings presented to the Town Council in May 2025, project up to 650 residential units and 150,000 square feet of retail/office based on high-level analysis from Freese & Nichols, Inc.).
- Right-turns on red were not permitted in any scenario.
- Percentage of total traffic considered heavy vehicles was based on existing traffic count data, or 2%, whichever was higher.
- For unsignalized intersections, queue length is reported in number of vehicles. To convert to queue length in feet, an estimated 25 feet per vehicle was applied.

<u> Capacity Study – Build</u>

The model projects that the closure of E Weaver Street would divert traffic to North and South Greensboro streets and East and West Main streets. The model does not show traffic redistributing to secondary streets (Roberson Street, E Braxton Foushee Street, and Maple Avenue). Summary findings are as follows:

- Delays reduce at either side of the closure, due to the simplified geometry of the intersections, and improved signal timings. (Improved LOS compared to 2026 no-build C & D to A & B)
- Delays are expected to increase for east-west movements across North and South Greensboro streets. (Diminished LOS compared to 2026 no-build D to E)

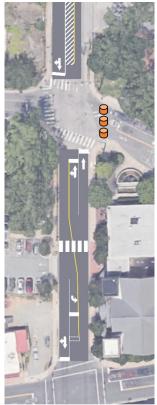


Figure 2. N Greensboro St. Design Changes for Build Scenario

- There are no anticipated impacts to Roberson or E Braxton Foushee streets.
- Average and maximum queue lengths are expected to increase at some intersections, most notably along North and South Greensboro streets.
 - Queues extend beyond Roberson Street and the Drakeford Library Complex (518') – see Figure 6 for an illustrative diagram.
 - Lines of vehicles fill up the entire available block on N Greensboro between W Weaver and Main Streets.
 - Queues extend towards Shelton Station and Poplar Ave on Saturday peak times (1167') see Figure 7 for an illustrative diagram.
 - The line of cars for westbound traffic on E Main Street extends beyond Lloyd St. and E Main St. (1072') see Figure 8 for an illustrative diagram.
- Chapel Hill Transit routes F and CW are re-routed from E Weaver Street to E Main Street – see p. 10 for an illustrative diagram

The Build scenario considers the following infrastructure modifications to N Greensboro Street, S Greensboro Street, and E Main Street (Figure 2).

- The left turn lane for southbound traffic on N Greensboro is a painted island (Note: this is where a bike loop detector is anticipated to be installed; Town staff are exploring various design guidelines, such as NACTO, to help direct queueing cyclists to the left turn lane to access E Weaver Street).
- The stop bar on N Greensboro is moved back 25 feet to accommodate 40' buses.

Capacity Study – Build with Improvements

Due to the findings anticipating excessive queueing in the Build scenario, Exult recommends additional improvements to North and South Greensboro streets. Proposed lane reallocations help store more north-south moving cars and bikes, reducing the length of line of cars and improving access to and from side streets and nearby businesses. Summary findings include:

- Maintained LOS improvements on both sides of the closure (delays are reduced slightly more than the Build scenario)
- Delays for east-west movement across North and South Greensboro Streets are improved from the Build scenario (on average approx. 4 seconds)
- Excessive maximum queueing lengths are shortened
 - $\circ~~$ 259' (compared to 1167') at N Greensboro St. and W Weaver St.
 - $\circ~$ 100' (compared to 518') at S Greensboro St. and Main St.
 - $\circ~$ 872' (compared to 1072') at E Main St. and Roberson St.

Infrastructure changes can be seen in Figure 3, and include:

- The painted island on S Greensboro St. is a southbound through lane
- The northbound approach on S Greensboro Street now has 3 exclusive lanes (uses existing pavement)

Figure 3. N & S Greensboro St. Design Changes for Build with Improvements



Additional Recommendations and Infrastructure Changes

To improve the safety and predictability on the eastern side of the closure, both the Build and Build with Improvements scenarios include restriping the lane on E Main Street traffic uses to move westward through the intersection (see Figure 4). This design change does not address queueing; it allows for shorter delays at the intersection, while also increasing visibility of vehicles for pedestrians and cyclists on or exiting E Weaver St who may be crossing on the sidewalk or entering the intersection.

Exult counted a high number of pedestrians and cyclists and notes that the closure of E Weaver Street could draw even more foot and bike traffic in the downtown area (the study does not generate expected bike and pedestrian counts for the various scenarios).



Figure 4. Design Changes for E Main Street – both scenarios

Due to this finding, the study offers general recommendations for the Town to explore in tandem with street changes and plaza design:

- Explore opportunities to stripe additional crosswalks where feasible.
- Continue with Roberson Street resurfacing that incorporates a sidewalk.
- Install removeable bollards at each end of E Weaver Street to allow for weekly garbage collection.
- With limited existing pavement, stripe sharrows to accommodate bicycles where dedicated bicycle lanes are not feasible

Public Transit

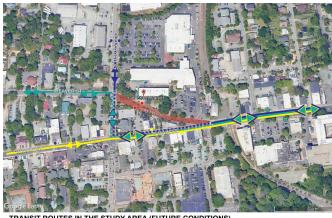


Figure 5. CW and F Route Changes

Town staff discussed changes necessary to transit routes on East Weaver Street, as well as ridership on routes serving Downtown Carrboro, with Chapel Hill Transit and GoTriangle staff. Chapel Hill Transit staff expressed concerns for the re-routed turn of the F and CW routes and noted a potential reduction in service.

A summary of ridership can be seen in Table 2, and the expected reconfiguration of Chapel Hill Transit routes can be seen in Figure 5.

The capacity study suggests that the stop bar would need to be moved back an additional 25 feet on S Greensboro Street to allow for buses to turn. The capacity study does not consider additional volumes of re-routed buses specifically, nor potential additional delays due to buses stopped on E Main Street.

Route	Service Provider	No. Buses (Weekday)	No. Buses (Weekend)	Average Daily Ridership (Weekday)	Anticipated Change
F Route Franklin Street/ McDougle School	Chapel Hill Transit	4*	-	106	Re-route to E Main
CW Route Carrboro/Weaver/UNC	Chapel Hill Transit	21	10	501	Re-route to E Main
J Route Carrboro/Chapel Hill/ Jones Ferry Road	Chapel Hill Transit	57	8-9	2401	None
405 Carrboro/Durham	GoTriangle	14	-	456	None
TOTAL	-	96	18-19	3464	-

* F Route currently operates a reduced service schedule; the F Route operates fifteen (15) daily trips in full service.

Table 2. Ridership on Public Transit Routes (Local and Regional Service Providers)

Maple Avenue

The study found minimal changes on Maple Avenue where it intersects E Braxton Foushee and Roberson streets. The study assumes that peak traffic encompasses 10% of the total volume of traffic on the road and estimates 200 annual average daily vehicle trips on Maple Avenue. Exult observed several cars traveling in the wrong direction (currently southbound one-way) and recommends direction be changed to northbound one-way.



Considerations

Using themes established during the January work session, this memo provides a list of additional considerations that pertain to the draft capacity study (for design considerations of East Weaver Street, refer to the <u>January Work Session Staff Memo</u>). Not all the points below need to be resolved before determining how to proceed. Anticipating benefits, burdens, and unintended consequences may inform the types of changes the Town wants to make and monitoring and mitigation strategies to implement.

	1
Climate &	Anticipated uptake of motor vehicle trips replaced by alternative modes could
Environment	reduce greenhouse gas emissions
	• Air quality improvements on East Weaver may be offset by idling vehicles in longer queues on Greensboro Street
Race & Equity	 Lloyd-Broad and Tin Top neighborhoods stand to be most impacted by long queues Low-mobility and physically disabled visitors/residents may experience reduced
	access (loss of on street parking, fewer places to stop and let visitors out)
	• Emergency service impacts and increased response time could also impact Lloyd- Broad and Tin Top residents more
Economic Sustainability	 Counts completed in March, just after the opening of the Drakeford Library Complex Long-term volumes of pedestrians, bikes, and motor vehicles are unknown
	• Deliveries on East Main were not part of the capacity study, and may contribute to delays and/or queueing (trucks using E Main for deliveries)
	Could also lead to customer loss for local businesses if it is perceived too hard to find
	parking, travel through, or access places in the downtown

Safety	• Type of barrier at each end could limit emergency services access through Town and
	increase response time (removeable bollards versus planters i.e.)
	Removes an exit point from police station, impacting access
	• Bikes should be queueing with motor vehicles where there is not a bike lane present
	\circ Could lead to bikes moving to the sidewalk (allowed on North and South
	Greensboro Street, but not on Main between Greensboro and Weaver)
	• May lead to bikes passing on the right, creating less predictability and more risk
	Pedestrians and cyclists will need to reenter intersections at either end – will need
	re-signaling and new pavement markings
	 Explore leading pedestrian and bicycle signals
	Increased queueing can increase the exposure of users to collisions as drivers,
	cyclists, and pedestrians may make risker decisions – whether exiting the facility, or
	trying to bypass congestion

Minimum Changes for Implementation and Costs

Permanently closing E Weaver Street to vehicular use would require:

- Changes to the existing traffic signals
- Installations of barriers to E Weaver
- Curb Realignment/Traffic Separator
- Lane Allocations and Restriping (see pages 4 and 5)
- Signage

Exult Engineering provided an opinion of probable construction cost for the Build scenario, totaling \$150,000 this includes a 25% contingency of \$30,000. This does not include design, nor additional accommodations for bikes turning left onto E Weaver Street from N Greensboro Street. Once NCDOT completes their review of the study and any revisions are made, cost estimates may change.

Exult does not provide an estimate for the Build with Improvements scenario.

The FY26 Budget allocates \$200,000 to this project, which may be enough to implement the Build scenario, allow for an opportunity to monitor impacts, and decide which further improvements, if any, to pursue.

Next Steps

NCDOT will complete their review, provide comments for revisions if necessary. At the work session in January, Town Staff anticipated community engagement with key stakeholders as the next step, as well as exploration of a town code amendment to establish a social district (to allow for the consumption of alcohol in the public right-of-way). Staff can continue to make these efforts. Subject to NCDOT's approval of the study, the final report will be posted on the Town's website, on the <u>Reimagining Weaver Street Project Page</u>.

Conclusion & Recommendation

Over the summer, updates to the council about NCDOT's review will be provided via email. Staff anticipate bringing back a follow up agenda item in the fall to provide an update on community engagement, cost estimates, and updated schedule.

Staff recommend that the Council discuss and provide direction for next steps.



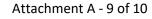


FIGURE 7 SATURDAY (11 AM - 1PM) N GREENSBORO ST & WEAVER ST **Scenarios** Shelton Station No Build PER Build ESCARESELAEADO Build with 4 Improvements AN AN 1. MAED NORTH GREENSBORO ST 9.60 6.01 Harris Teeter -10 WEST WEAVER ST EAST WEAVER ST

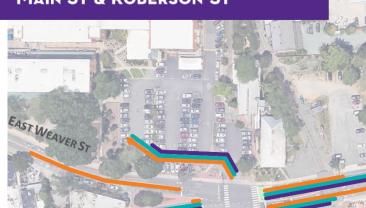
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FIGURE 8

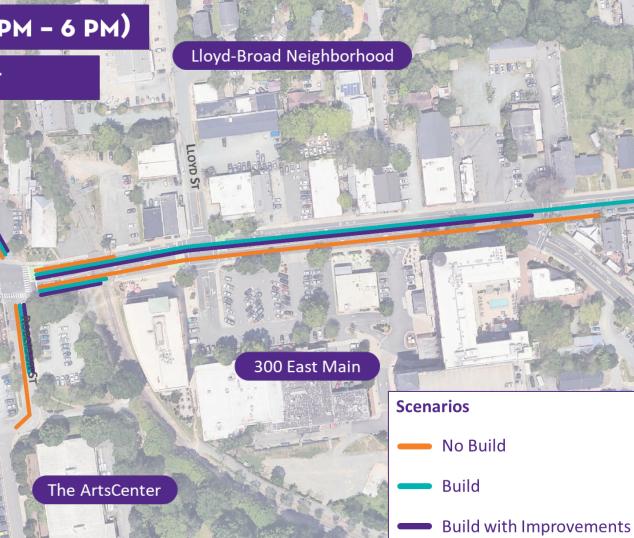
EAST MAIN ST

TUESDAY PM (4 PM - 6 PM)

MAIN ST & ROBERSON ST



平,





Race and Equity Pocket Questions

Title and purpose of this initiative:

Reimagining E Weaver Street (between N Greensboro Street and Main Street). The purpose of this item is to provide a follow-up to the January work session that discussed potential changes to East Weaver Street that would reduce or eliminate vehicle traffic, thereby creating a pedestrian-priority space or pedestrian plaza. This update includes draft findings from the capacity analysis conducted by Exult Engineering.

Department:

Planning

What are the racial and equity impacts?

Closure of E Weaver Street must consider both positive and negative impacts for residents, particularly those living in Lloyd-Broad and Tin Top, the two most proximate historically Black neighborhoods, as well as visitors to downtown Carrboro. This project will impact community members and visitors based on transportation choices – which has intersections with various dimensions of equity including race, income, age, and disability status.

Who is or will experience community burden?

Burdens will be experienced principally by those that travel through downtown Carrboro by choice or out-of-necessity. The capacity study suggests increased queueing (lines of cars waiting at the intersection) on East and West Main Street, as well as North and South Greensboro Street. Recommended infrastructure changes to address this outcome may impact businesses along North and South Greensboro Street. Rerouting of bus (F and CW routes), bicycle, and vehicle trips along E Weaver Street may also increase traffic and stacking on Greensboro Street and Main Street. Stacking from rerouted trips may reduce air quality along those corridors for pedestrians and cyclists, patrons, and residents. Residents in the Lloyd-Broad neighborhood have conveyed extended wait times exiting the neighborhood currently due to queueing, particularly during peak travel times. Suggested queueing by the model on N Greensboro Street may also affect access to everyday businesses like Harris Teeter and CVS, as well as access to the parking lots for Carr Mill Mall businesses, potentially burdening both business owners and residents. Community members who must use a car due to a physical disability, employees that work downtown but live beyond regular transit access (i.e. service industry employees), and transit users will experience these burdens both from losing a bus stop and having to walk farther, and from increased travel times due to road congestion as well. Additionally, emergency responders will have to navigate this congestion—Fire when traveling east through Carrboro, (Chapel Hill Fire providing back-up to Carrboro) and the Police when exiting from the Century Center—which could result in impacts to residents in need of emergency response.

Who is or will experience community benefit?

The capacity study suggests reduced delay times for vehicles moving through the intersections at either end of the closure. Benefits will be provided foremost to patrons and visitors along E Weaver Street, as well as those that can travel to and through downtown without a vehicle. The project may also have long-term benefits to visitors and nearby residents. Reimagining E Weaver Street as a pedestrian only corridor will reduce noise and idling outside of Weaver Street Market and E Weaver



businesses—improving the pedestrian and patron experience along the block, as well as acute air quality and walkability. Closure allows the Town to explore public space enhancement in the downtown and pursue climate-friendly and green infrastructure improvements that contribute to shading and reduction in heat island effects. East Weaver Street can also serve more frequently as a space activated by local events, much like it does during Open Streets and the Festival en La Calle (Latin American Festival). These benefits may bring more visitors to downtown. Improvements to the space that make it safer for pedestrians, and safe infrastructure for bicyclists, will improve the pedestrian and bike experience downtown. Changes may make it easier for those who live close enough and/or are able-bodied to choose alternate modes of travel which could reduce overall vehicle-miles-traveled and greenhouse gas emissions.

What are the root causes of inequity?

Income and its intersection with race, and disability status are major contributing factors to inequitable access to multiple transit choices. Low-income households are more likely to have limited to no access to a vehicle and/or cannot afford to live close to transit or close to places of employment. These community members either must rely on transit, walking, and biking or must own a car to get to work or access their basic needs. Additionally, community members with a physical disability often require the use of a motor vehicle. Community members that do not have the luxury of transportation choice are burdened disproportionately from infrastructure changes that result in rerouting of transit, changes in congestion, and varying levels of access.

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

Safety considerations will require traffic signal changes at both ends of E Weaver Street to protect pedestrians exiting the facility to cross N Greensboro or Main Street and cyclists who may not dismount when traveling through the block. If the improved pedestrian experience does not counterbalance the impacts to those that choose to or must drive, visitors and residents may choose destinations other than downtown Carrboro. Full implementation of the recommended infrastructure changes may change how community members expect to access the Drakeford Library Complex and businesses on South Greensboro Street. Increased traffic on NCDOT maintained roads from rerouted cars may result in recommendations for road changes to meet the capacity needs for increased motor vehicle traffic (whether on Main Street, N Greensboro Street, or NC 54). The capacity study is currently under review by NCDOT, and findings are subject to change pending NCDOT's approval.

How is your department planning to mitigate any burdens, inequities, and unintended consequences?

Mitigation will be interdepartmental and require collaboration. Safe intersection improvements will need to be designed to coordinate circulation changes and provide for the safety of pedestrians and cyclists using the facility. The Town will need to reach out to business and property owners to consistently measure economic impacts. Town staff should continue counting travelers in downtown to understand whether closing E Weaver to vehicles leads to an increase or decrease of visitors/patrons to downtown businesses or changes to downtown visitation as a whole. The Town will need to pull data from Orange County to monitor emergency response times. The Town will also need to conduct engagement with downtown residents, particularly those in historically Black neighborhoods including Lloyd-Broad and Tin Top, to understand how these changes are impacting access to their neighborhoods.

REIMAGINING EAST WEAVER STREET CAPACITY STUDY



Town Council Meeting June 17, 2025



JANUARY WORK SESSION

- Overview of conceptual images and considerations
- Received direction for capacity analysis:
 - Traffic impacts (all modes)
 - Public Transit
 - Cost Estimates
 - Next Steps
- Other considerations
 - Public Safety/EMS Access
 - Delivery & Solid Waste Collection
 - Engagement
 - Exploration of social district



CAPACITY STUDY SCOPE

- Does not factor in considerations for growth, in-fill and redevelopment
- Includes traffic impact analysis for Drakeford
- 3 scenarios:
 - No Build
 - Build
 - Build with Recommended Improvements



SUMMARY FINDINGS | BIKE & PED COUNTS

	PEDESTRIANS				BICYCLISTS			
	AM ¹	PM ²	SAT ³	Total	AM ¹	PM ²	SAT ³	Total
1	50	127	223	400	32	35	36	103
2	35	120	154	309	29	40	28	97
3	102	330	626	1058	69	138	95	302
4	32	39	96	167	10	24	10	44
5	18	53	45	116	6	13	6	25
6	16	64	88	168	11	30	14	55
7	36	111	39	186	16	40	13	69
8	5	10	20	35	2	4	0	6
9	14	62	115	191	31	41	19	91
10	13	46	377	436	20	39	36	95



¹ AM Peak measured Tuesday, March 25, 7-9am
 ² PM Peak measured Tuesday, March 25, 4-6pm
 ³ SAT Peak measured Saturday, March 22, 11am-1pm

SUMMARY FINDINGS | TRANSIT SERVICE

- E Weaver Street stops moved to F Main Street
- F & CW Route share with J Route • and Regional 405 (Durham-Carrboro)
 - 96 buses per weekday
 - 18-19 buses per weekend • day
- Rerouting does not take into account impacts to schedule
- Stop bars need to be moved to accommodate 40' buses



TRANSIT ROUTES IN THE STUDY AREA (FUTURE CONDITIONS)

- CW Route 10.000 - F Route ---- Rerouted F Route **J** Route Bus Stop

Bus Stop Closures

Rerouted CW Route

Weaver Street Closure

SUMMARY FINDINGS | VEHICLE TRAVEL TIMES

ANTICIPATED VEHICLE TRAVEL TIME CHANGES

Time it takes for vehicle to move from back of the line through intersection



Travel Times Improve (overall)



Travel Times Diminish (overall)

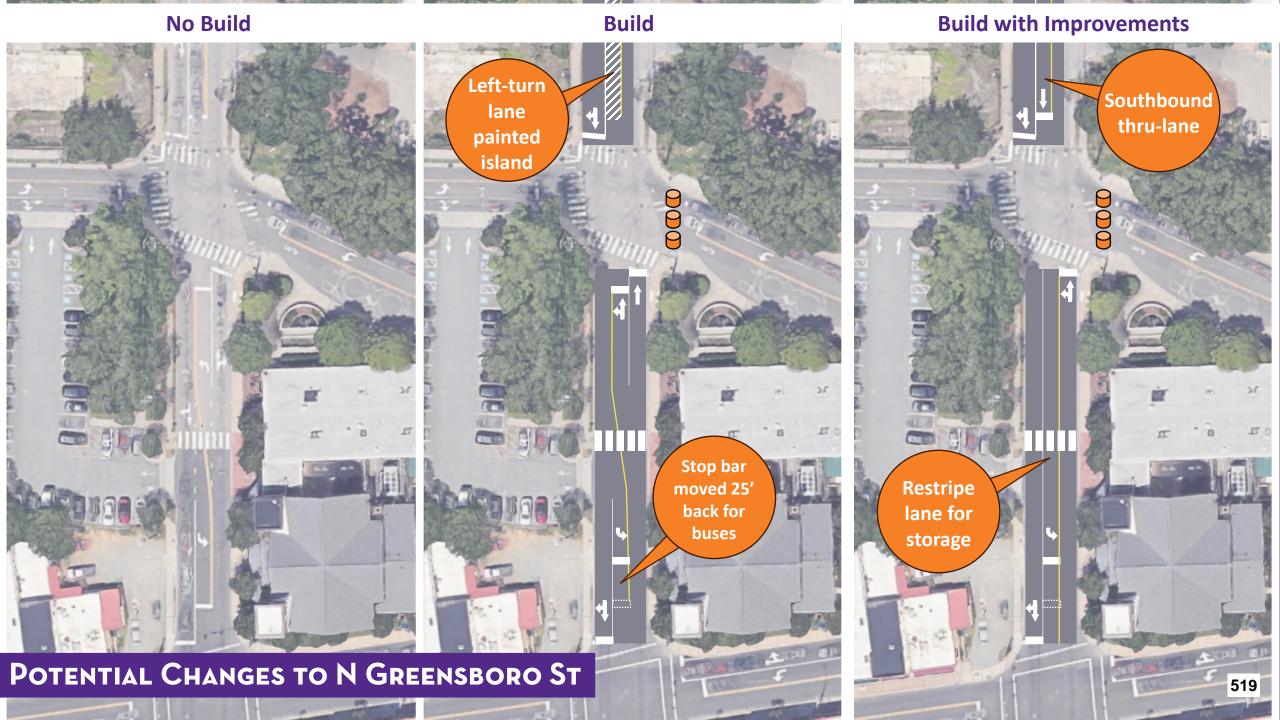


Travel Times Maintained (overall)

Affected by several factors:

- Signal timing
- Geometry
- Volume of traffic
- * does not speak to changes in queueing lengths





No Build

- NOR

ST.

Build

Build with Improvements



No Build

Build / Build with Improvements



QUEUEING

Lines show max queueing (length of line of cars waiting for signal to change)

Potential to impact cyclists

N Greensboro Street

- Reduced delays and decreased queuing north- and eastbound
- Excessive queueing for southbound traffic

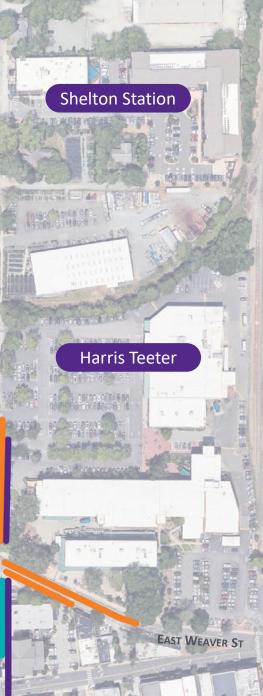


N GREENSBORO ST & WEAVER ST

Scenarios







QUEUEING

Lines show max queueing (length of line of cars waiting for signal to change)

Potential to impact cyclists

<u>S Greensboro Street</u>

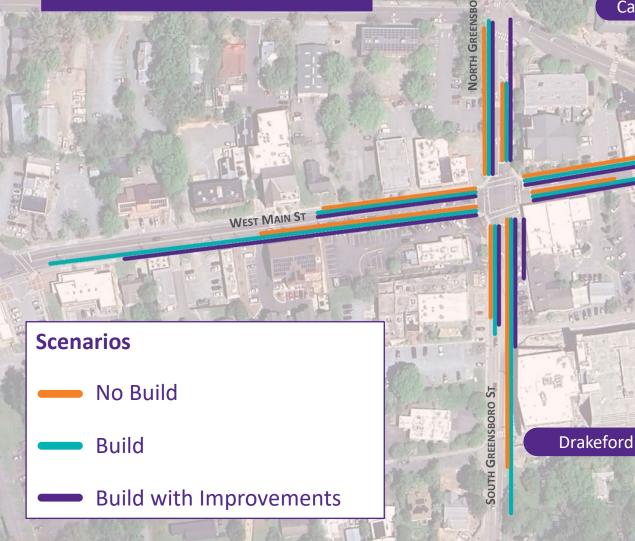
 Queueing past Drakeford Library Complex

Main Street

- Queueing from CommunityWorx to Greensboro Street
- Queue fills block between Greensboro and Roberson

SATURDAY (11 AM – 1PM)

S GREENSBORO ST & MAIN ST



EAST MAIN ST

Carr Mill Mall

QUEUEING

Lines show max queueing (length of line of cars waiting for signal to change)

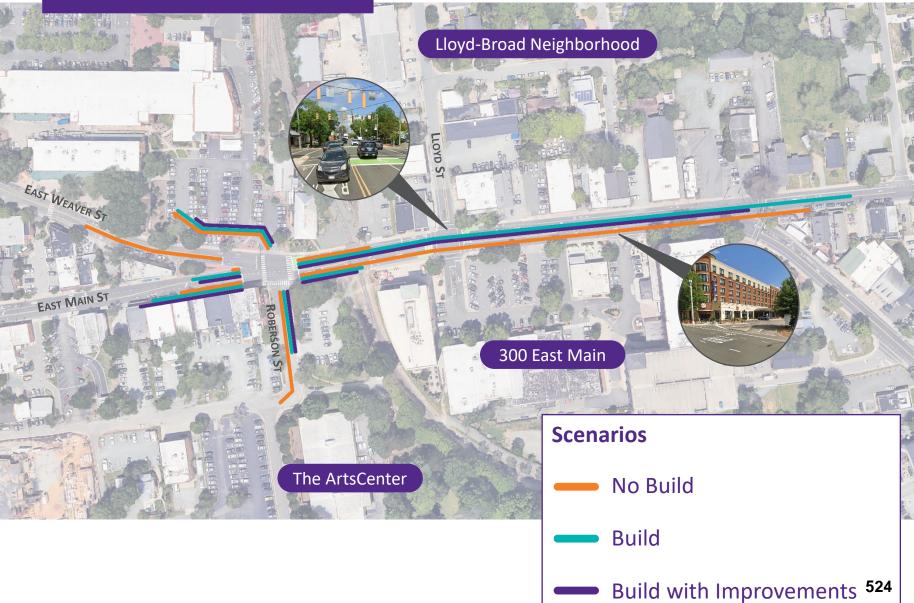
Potential to impact cyclists

E Main Street

- Queueing from Roberson beyond Lloyd Street
- Circulation at 300 East Main Complex

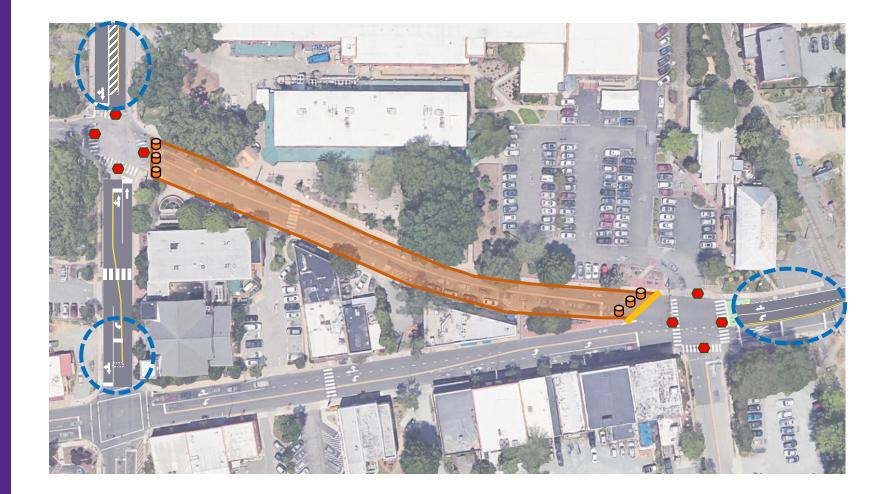
TUESDAY PM (4 PM - 6 PM)

MAIN ST & ROBERSON ST





MINIMUM CHANGES FOR IMPLEMENTATION



Traffic Signals (5)

- Design
- Construction

Barriers to E Weaver

• Permanent or retractable

Curb Realignment -

• Entrance to Carr Mill

Lane Allocation

- Mill/Stripe/Resurface
- Move stop bar back 25'

<u>Signage</u>

• Inform pedestrians, bikes, and cars of changes

NEXT STEPS

Action Items

- Under NCDOT Review
- Travel Time Changes & Queueing
- Delivery & Solid Waste Collection

<u>Summer</u>

- Community Engagement with Key Stakeholders
- Explore Town Code Amendment to Establish Social District

<u>Fall</u>

- Engagement Update
- Report on Costs, Design, and Schedule

