

# Town of Carrboro

*301 W. Main St., Carrboro, NC 27510*



## Meeting Agenda - Final

**Tuesday, May 21, 2024**

**7:00 PM**

**Council Chambers - Room 110**

**Town Council**

7:00-7:15

**A. POETRY READING, RESOLUTIONS, PROCLAMATIONS, AND ACKNOWLEDGEMENTS**

**National Public Works Week Proclamation**

**Pride Month Proclamation**

7.15-7:20

**B. ANNOUNCEMENT OF UPCOMING MEETINGS**

7:20-7:40

**C. PUBLIC COMMENT**

7:40-7:55

**D. CONSENT AGENDA**

1. [24-110](#) Approval of minutes from Town Council meetings held on May 9, 16, 23, June 6, 13 and 15, 2023.

2. [24-111](#) Appointment to the Orange County Climate Council  
**PURPOSE:** The Town Council to appoint a resident to the Orange County Climate Council.

3. [24-097](#) Request to Award Aboveground Fuel Tank Installation Contract

**PURPOSE:** The purpose of this agenda item is to request that the Town Council award the Aboveground Fuel Tank Installation Project to JF Petroleum Group.

**Attachments:** [A - RFQ Scoring Rubric](#)  
[B - Equity Pocket Questions](#)  
[C - Resolution](#)

4. [24-099](#) Approval of the 2024-2025 HOME Investment Partnership Program Annual Plan

**PURPOSE:** This item is for the Town Council to consider approving the HOME Investment Partnership Program's Annual Plan activities for FY 2024-2025.

**Attachments:** [A - HOME FY24-25 Resolution Carrboro Funding Action Plan](#)  
[B - Orange County FY 2024-2025 HOME Annual Action Plan \(Draft\) 4.3.2024](#)  
[C - Pocket Questions - Annual Action Plan](#)

5. [24-101](#) Permit Extension Request for Previously Issued Special Use Permit-A for Mixed Use Building at 603 Jones Ferry Road

**PURPOSE:** The purpose of this agenda item is for Town Council to consider approving a request for an extension of the date when a Conditional Use Permit would otherwise expire for a Mixed-Use Building at 603 Jones Ferry Road. Town Staff recommends approval of the request

**Attachments:** [A - Resolution Approving Permit Extension](#)  
[B - Letter from Applicant Explaining Extension Request](#)  
[C - Staff Report](#)  
[D - SUP-A Permit Extension Request Pocket Questions](#)

6. [24-103](#) Permit Extension Request for Previously Issued Special Use Permit-A for Commercial Building at 201 North Greensboro Street

**PURPOSE:** The purpose of this agenda item is for Town Council to consider approving a request for an extension of the date when a Special Use Permit-A would otherwise expire for a Commercial Use Building at 201 North Greensboro Street. Town Staff recommends approval of the request.

**Attachments:** [A - Resolution Approving Permit Extension](#)  
[B - Letter from Applicant](#)  
[C - Staff Report](#)  
[D - SUP-A Permit Extension Request Pocket Questions](#)

7. [24-104](#)

Request to Set a Public Hearing on Land Use Ordinance Text Amendments Relating to Attendance Policies for Board and Commission Members

**PURPOSE:** The purpose of this agenda item is for the Town Council to set a public hearing to consider amendments to the Land Use Ordinance to revise language associated with advisory board and commission attendance policies and procedures.

**Attachments:** [A - Resolution](#)

[B - Draft Ordinance Amending LUO - Advisory Attendance](#)

[C - Illustrative Mark Up of Draft Ordinance](#)

[D - Draft Ordinance Amending Town Code - Advisory Attendance](#)

[E - Pocket Questions](#)

8. [24-109](#)

Resolution to Support Bicycle Friendly Community Application

**PURPOSE:** The Town of Carrboro is scheduled to submit an application to the League of American Bicycles to maintain its status as a Bicycle Friendly Community in June 2024. Communities are encouraged to include letters of support as part of application materials. A resolution for the Town Council to express its ongoing support of the Town's status as a Bicycle Friendly Community has been prepared for the Council's consideration.

**Attachments:** [A - Resolution in Support of 2024 BFC Application.docx](#)

[B - 2024 BFC Application - Pocket Questions.docx](#)

9. [24-112](#)

Independent Audit Contract Final Payment for FY 2023 and Contract for FY 2024

**PURPOSE:** The purpose of this item is to both finalize payment for services completed by FORVIS, LLP as an independent auditor to the Town of Carrboro for FY 2023, including audit services, explanation of findings, and preparation of financial statements; additionally, this item serves to award a contract for the Town's annual independent audit for the fiscal year ending June 30, 2024 to FORVIS, LLP

**Attachments:** [A - LGC-205-Amended-Audit-Contract-Form - Carrboro FY 23 Final Payment](#)

[B - Town of Carrboro 6-30-2023 FORVIS Executed](#)

[C - LGC-205-Standard-Audit-Contract-Form - 2024](#)

[D - Town of Carrboro - FY 2024 Audit Engagement Letter DRAFT](#)

[E - Pocket Questions for Awarding FY 2024 Audit Contract](#)

**7:55-8:10**

**E. PUBLIC HEARING**

1. [24-100](#) Legislative Public Hearing for Conditional Zoning at 400 North Greensboro Street

**PURPOSE:** The Town has received a petition to amend the zoning classification for the property at 400 North Greensboro Street from CT to B-1G-CZ for the purpose of developing a three-story multi-family residential project. The Town Council must receive public input before reaching a decision on this request.

**Attachments:** [A - Consistency Resolution 400 N Green Map Amend 04-21-2024](#)

[B - Draft Zoning Map Amendment](#)

[C - Rezone Vicinity B1gcz](#)

[D - Staff Report 400 N Greensboro](#)

[E - Narrative & Petition for Change of Zoning](#)

[F - Plans 400-CRZ-FULL](#)

[G - NIM Notes & Sign-in Sheet](#)

[H - LUO Excerpts from ART IX & XX](#)

[I - Certification of Mailed Notice](#)

[J - Comments](#)

[K - Racial Equity Pocket Questions for 400 N Greensboro Rezoning](#)

**8:10-8:20**

**F. MATTERS BY COUNCIL MEMBERS**



# Town of Carrboro

301 W. Main St., Carrboro,  
NC 27510

## Agenda Item Abstract

**File Number:** 24-110

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**Agenda Date:** 5/21/2024

**File Type:** Consent Agenda

**In Control:** Town Council

**Version:** 1

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Approval of minutes from Town Council meetings held on May 9, 16, 23, June 6, 13 and 15, 2023.



Agenda Item Abstract

File Number: 24-111

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**Agenda Date:**

**File Type:** Agendas

**In Control:** Town Council

**Version:** 3

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Appointment to the Orange County Climate Council

**PURPOSE:** The Town Council to appoint a resident to the Orange County Climate Council

**DEPARTMENT:** Town Clerk

**CONTACT INFORMATION:** Lamar Joyner

**INFORMATION:** The Climate Council was jointly formed by Orange County, Carrboro, Chapel Hill, and Hillsborough as a collaborative effort along the municipal governments, the school systems, UNC, and residents to accelerate joint action on climate change issues. The Climate Council works to share successful approaches and identify both joint and individual opportunities to reduce greenhouse gas emissions and protect County residents.

Orange County requested that the Town Council appoint a Carrboro resident to fill an open seat. Climate Action Team (CAT) nominated CAT member, Greg Randolph, to fill the seat.

**FISCAL IMPACT:** N/A

**RECOMMENDATION:** It is recommended that the Town Council appoint Greg Randolph to the Orange County Climate Council.



## Agenda Item Abstract

**File Number:** 24-097

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**Agenda Date:** 5/21/2024  
**In Control:** Town Council  
**Version:** 1

**File Type:** Agendas

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Request to Award Aboveground Fuel Tank Installation Contract

**PURPOSE:** The purpose of this agenda item is to request that the Town Council award the Aboveground Fuel Tank Installation Project to JF Petroleum Group.

**DEPARTMENT:** Public Works, Finance

**CONTACT INFORMATION:** Kevin Belanger, Public Works Director, 919-918-7427; Mike Johnson, Capital Projects Manager, 919-918-7424; Keith Berger, Deputy Public Works Director, 919-918-7432

**COUNCIL DIRECTION:**

Race/Equity  Climate  Comprehensive Plan  Other

This work corresponds with Carrboro Connects Chapter 4: Climate Action & Environment, Goal 1: Conserve and restore watersheds, ecosystems, and native species.

The current underground fuel storage tanks have exceeded their recommended lifespan and are also situated in the floodplain of Morgan Creek. Removing these tanks and replacing them with aboveground fuel tanks will help to substantially reduce the risk of soil and waterway contamination associated with fuel storage.

**INFORMATION:**

A request for qualifications (RFQ) was prepared by the Public Works Department and advertised by the Finance department. Qualifications were submitted by two design-build firms, First Petroleum Services, and JF Petroleum Group, which were evaluated by a committee comprised of staff from the Public Works and Planning departments via a rubric (Attachment A, RFQ Scoring Rubric). Based on the criteria included on the rubric, JF Petroleum was selected as the preferred design-build firm to perform this project.

The Racial Equity Pocket Questionnaire has been completed for this agenda item and can be found in Attachment C.

**FISCAL IMPACT:** The fiscal impact for the fuel tank project will be a maximum of \$474,000 to be funded out of ARPA revenues.

**RECOMMENDATION:** The Town Manager recommends that the Town Council approve the attached resolution, awarding the contract to JF Petroleum.

Firm/Criteria	Dustin Cook	Randy Dodd	Laura Janway	Max Randall	Reviewers' Average (weighted)
<b>JF Petroleum Group</b>					
1. Firm	9	6.67	7.5	6.3	22
2. Staff	9	7	7.33	4.67	28
3. Project	6.83	5.17	6.17	5	17
<i>Total (out of 100)</i>	83.5	63.5	70.3	52.6	<b>67</b>
<b>First Petroleum Services</b>					
1. Firm	6.67	4.5	5.83	5.83	17
2. Staff	4.83	2.5	6.67	1.83	16
3. Project	4.67	2.83	4.83	4.17	12
<i>Total (out of 100)</i>	53.3	32.0	58.7	37.3	<b>45</b>

	EVALUATION	SCORING SYSTEM				
Percentage of score per RFLOI	Firms submitting LOIs to perform the desired services on this specific project will be evaluated based upon certain considerations. The following considerations, with the weighted importance, will be utilized:	Poor	Fair	Average	Good	Excellent
1. Firm (30%)	Firm's overall experience, knowledge, familiarity and past performance relating to cost-effective delivery of the	0-6	7-12	13-18	19-24	25-30
2. Staff (40%)	Experience of the firm's proposed staff to perform the type of work required and proximity of staff to project	0-8	9-16	17-24	25-32	33-40
3. Project (30%)	Firm's proposed project approach and management plan and demonstrated ability to provide sound	0-6	7-12	13-18	19-24	25-30

## **Attachment B**

### **Race and Equity Pocket Questions**

#### **What are the racial and equity impacts?**

The risk of soil and water contamination from the existing underground storage tanks has the potential to impact the lower-income residents of the Kingswood apartments in Chapel Hill, downstream of Carrboro Public Works, particularly considering Morgan Creek's potential for flooding. While not an enormous risk, it is one that would be alleviated by replacing the existing out-of-date underground tanks with aboveground tanks.

#### **Who is experiencing or will experience community burden?**

In the short term this project will burden the staff at Public Works as their ability to use the yard will be impeded by the ongoing construction. There are no anticipated community burdens associated with the work, no disruption of town services to the community will occur.

#### **Who is or will experience community benefit?**

Those who live near Public Works will benefit from facing a lower risk of soil and water contamination than from the existing tanks. Public Works itself will benefit in the long term by having an easier-to-maintain fuel system. The reduction in fueling capacity at Public Works and associated adoption of the WEX Card system will also benefit residents townwide by allowing vehicles that provide vital services to fuel up, and therefore operate, more efficiently.

#### **What are the root causes of inequity?**

Generations of racial discrimination through government policy as well as in the real estate and rental markets have resulted in less desirable (immediately adjacent to a highway, prone to flooding, etc.) places to live being disproportionately occupied by people of color.

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

It is possible that reducing the on-site fuel capacity could lead to gas stations in town receiving a greater volume of traffic from Town vehicles that increases wait time and limits their accessibility for residents. Occasionally PW staff schedule meetings with the public at the PW conference room, during the construction, those meeting may need to be scheduled elsewhere.

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

### **Attachment B**

Should the issue of gas station congestion manifest itself then the Public Works Department could implement policies to reduce the conflict between employees and everyday users of gas stations.

If a meeting needs to be scheduled and the PW conference room is unavailable due to construction activities another meeting room will be selected in Town.

**A RESOLUTION FOR AWARDING THE CONTRACT FOR DESIGN-BUILD SERVICES  
FOR INSTALLATION OF ABOVEGROUND FUEL STORAGE TANKS AT CARRBORO  
PUBLIC WORKS**

WHEREAS, the existing underground fuel storage tanks at the Public Works yard have exceeded their recommended service life and moreover are currently located within the Morgan Creek floodplain; and

WHEREAS, In December 2023, Public Works disseminated a Request for Qualifications for the removal of the existing underground fuel storage tanks and installation of new aboveground tanks; and

WHEREAS, the Town will be transitioning to a WEX Card system reducing the need for onsite fuel storage; and

WHEREAS, JF Petroleum Group was identified as the most suitable design-build firm to perform this project of those that submitted qualifications by an interdepartmental review committee; and

WHEREAS, the scope of this project will include at least, but not limited to, the following:

- Removal of existing underground storage tanks, including all necessary NCDEQ permitting, soil testing, backfill, and reestablishing any disturbed areas
- Removal of existing fuel island, canopy, and pumps
- Installation of two 1,000-gallon aboveground fuel tanks on concrete pad with pumps on the current site of the underground fuel tanks
- Paving of all currently paved areas to be disturbed by this project

NOW, THEREFORE, BE IT RESOLVED that the Carrboro Town Council authorizes the Town Manager to award the contract for Aboveground Fuel Storage Tanks Design-Build Services not to exceed the amount of \$474,000.

This the 21<sup>st</sup> day of May 2024.



## Agenda Item Abstract

**File Number:** 24-099

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**Agenda Date:** 5/21/2024  
**In Control:** Town Council  
**Version:** 1

**File Type:** Agendas

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**PURPOSE:** This item is for the Town Council to consider approving the HOME Investment Partnership Program’s Annual Plan activities for FY 2024-2025.

**DEPARTMENT:** Housing and Community Services

**CONTACT INFORMATION:** Anne-Marie Vanaman, Director, 919-918-7321, [amvanaman@carrboronc.gov](mailto:amvanaman@carrboronc.gov) <<mailto:amvanaman@carrboronc.gov>>; Tyler Haugle, Coordinator, 919-918-7438, [thaugle@carrboronc.gov](mailto:thaugle@carrboronc.gov)

**COUNCIL DIRECTION:**

Race/Equity  Climate  Comprehensive Plan  Other

These activities support the following goals and strategies outline in the Comprehensive Plan:

- 1.) Strategy 2.1: Continue to support rental housing development through the Affordable Housing Fund and leveraging other resources. (such as HOME funding)
  - a. Invest in rental housing projects that provide additional units for targeted income groups up to 60% AMI and historically marginalized communities. Expand the toolbox of affordable housing incentives by developing greater incentives for rental units that meet lower income levels at the 30% and 60% AMI levels.
- 2.) Strategy 2.2: Create targeted rental programs for extremely low-income households (less than 30% AMI).
  - a. Work with Orange County to support programs that expand use of vouchers and landlord acceptance of housing vouchers. Participate in the County’s efforts to educate landlords on the benefits of accepting vouchers and non-discrimination based on source of income. Refer residents to the County to coordinate ongoing services to voucher-holders to assist them in workforce training, career development, accessing day care, elder care, health care, etc. so that they can build household earnings and therefore more stable housing over time.
- 3.) Strategy 5.2: Help extremely low-income households and people experiencing homelessness transition to permanent affordable housing.
  - a. A. Help those 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.

**INFORMATION:** Every year, state and local governments (“Participating Jurisdictions”) that receive HOME Investment Partnerships Program (“HOME”) funds from the U.S. Department of Housing and Urban Development (“HUD”) are required to complete an [Annual Action Plan](https://www.orangecountync.gov/DocumentCenter/View/27390/Orange-County-FY-2024-2025-HOME-Annual-Action-Plan-Draft-432024?bidId=>) [<https://www.orangecountync.gov/DocumentCenter/View/27390/Orange-County-FY-2024-2025-HOME-Annual-Action-Plan-Draft-432024?bidId=>](https://www.orangecountync.gov/DocumentCenter/View/27390/Orange-County-FY-2024-2025-HOME-Annual-Action-Plan-Draft-432024?bidId=>) that lays out how they will allocate HUD funds for the upcoming program year in order to address the goals and priorities in the [Consolidated Plan](https://orangecountync.gov/DocumentCenter/View/10806/Orange-County-NC-Consolidated-Plan-FINAL?bidId=>) [<https://orangecountync.gov/DocumentCenter/View/10806/Orange-County-NC-Consolidated-Plan-FINAL?bidId=>](https://orangecountync.gov/DocumentCenter/View/10806/Orange-County-NC-Consolidated-Plan-FINAL?bidId=>).

Orange County is a special type of Participating Jurisdiction, called a Consortium, consisting of Orange County and the Towns of Carrboro, Chapel Hill, and Hillsborough. Orange County serves as the lead entity for the Orange County HOME Consortium. To enhance collaboration on affordable housing among the jurisdictions in the County, the Orange County Local Government Affordable Housing Collaborative (the Collaborative) was formed in 2017. The Collaborative includes elected officials and staff from the each of the four participating jurisdictions and serves as the HOME Program application review team, charged with developing an annual HOME Program plan. Council Member Jason Merrill currently represents the Carrboro Town Council on the Collaborative. The Annual Action Plan (Attachment B) was completed based on the estimated HOME award recommendations made by the Local Government Affordable Housing Collaborative, noting that funding awards may change when actual HOME funds are released.

A public comment period, as required by HUD, was held April 1 - May 2, 2024 and a public hearing was held on the draft Annual Action Plan at the April 16, 2024 Orange County Board of County Commissioners meeting. Public notice of the hearing was posted in The Herald Sun and La Notícia. Staff posted copies of the draft Annual Action Plan on the Orange County Housing Department website and circulated a link to the website and draft plan by public notice in the newspapers listed above. Staff conducted outreach by email to over 100 housing and homeless service providers nonprofit organizations, government entities, elected officials, and interested residents. All participating jurisdictions must approve and authorize submission of the plan prior to submittal to the U.S. Department of Housing and Urban Development (HUD).

The Collaborative reviewed funding applications for the FY 2024-2025 HOME Program on March 18, 2024 and made recommendations based on estimated HOME funding at the time. However, they reconvened on May 9, 2024 to revise their recommendations based on actual HOME funding for Orange County for FY 2024-2025:

FY 2024-2025 HOME Funds	\$ 367,014
HOME Program Income	\$ 28,306
<b>Total</b>	<b>\$ 395,320</b>

CASA - rental, new construction	\$ 222,120
OCPEH - tenant based rental assistance	\$ 136,499
Administration (10% of HOME funds, per statute)	\$ 36,701
<b>Total</b>	<b>\$ 395,320</b>

**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 (FY) 2024-2025, the required Local Match contribution is \$82,578. 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 \$12,387, and will be included in the Affordable Housing Special Revenue Fund annual budget.

**RECOMMENDATION:** Staff recommends that the Council (1) approve the plan developed by the Collaborative for use of \$395,320 of FY 2024-2025 Orange County HOME Program funds; and (2) authorize this plan to be incorporated into the FY 2024-2025 Annual Action Plan and the 2020-2025 Consolidated Plan for Orange County for submission to the U.S. Department of Housing and Urban Development.

**RESOLUTION APPROVING THE FY 2024-2025 HOME INVESTMENT  
PARTNERSHIP PROGRAM ANNUAL PLAN**

WHEREAS, Orange County serves as the lead entity for the Orange County HOME Consortium;  
and

WHEREAS, the Town of Carrboro is a member of the Orange County HOME Consortium; and

WHEREAS, elected representatives from each jurisdiction (the Collaborative) reviewed and  
evaluated funding applications received for proposed FY 2024-2025 HOME funding; and

WHEREAS, HUD requires grantees to provide local match funds, of which the four local  
jurisdictions contribute proportionally based on population, and the Town of Carrboro's 2024-2025  
match allocation is \$12,387; and

WHEREAS, the following 2024-2025 HOME Investment Partnership Program activities were  
recommended by the members of the Orange County HOME Collaborative:

**CASA: \$222,120**

Funds will be allocated to CASA to finance construction of Cedar Village, a 72-unit apartment  
community located in Hillsborough, NC.

*(Requested amount: \$500,000)*

**OCPEH: \$136,499**

Funds will be allocated to Orange County Partnership to End Homelessness (OCPEH) for Tenant-  
Based Rental Assistance for 15 households currently experiencing homelessness.

*(Requested amount: \$267,948)*

**Program Administration: \$36,701.**

***Total HOME Funds for Project Activities: \$395,320.***

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

Section 1. Approves the recommended plan for FY 2024-2025 Orange County HOME Program  
funds.

Section 2. Authorizes this plan to be incorporated into the Annual Update to the 2020-2025  
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.

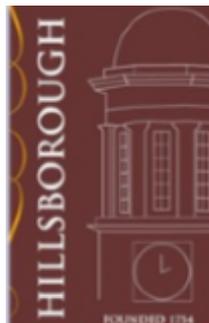
Orange County, North Carolina  
HOME Consortium

# Draft FY 2024 - 2025 Annual Action Plan

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Orange County, Town of Carrboro, Town of  
Chapel Hill, and Town of Hillsborough

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## Contingency Statement

The Draft Action Plan utilizes the FY 2023-2024 grant allocations from the U.S. Department of Housing and Urban Development (HUD), as the FY 2024-2025 allocations were not accessible during its publication. Historically, slight variances have occurred in HOME Investment Partnership (HOME) funding amounts. Upon receipt of the actual allocations, the county will adjust the federal funds budget as outlined below:

Insert contingency plan

## AP-05 Executive Summary

### 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 are able to join together to form a consortium in order 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 complete 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 fifth Annual Action Plan of the 2020-2025 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) 2024-2025, which begins July 1, 2024 and ends June 30, 2025.

The FY 2024-2025 Annual Action Plan outlines the actions to be undertaken with the HOME funds to be received by the Orange County HOME Consortium. This plan excludes the Town of Chapel Hill's CDBG program; the Town will complete a separate Annual Action Plan for its CDBG allocation from HUD.

Based on HUD's FY 2023 budget numbers, the Orange County HOME Consortium anticipates receiving \$429,496 in awarded funds and \$28,306 in HOME program income. Orange County will use 10% of awarded funds for administration –\$42,949.60. In total, Orange County will have \$414,852.40 available to award for FY 2024-2025.

## FY 2024-2025 Budget:

Orange County proposes to undertake the following activities with FY 2024-2025 HOME funds:

• HOME-24-01 - Rental New Construction:	\$254,719.37
• HOME-24-02 - Tenant-Based Rental Assistance:	\$160,133.03
• HOME-24-03 - Administration:	\$42,949.60
<b>Total:</b>	<b>\$457,802.00</b>

### 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 goal of the Orange County HOME Program is to improve the quality of housing for County residents by retaining and increasing the supply of affordable housing units for both owner occupants and renters, and by providing homeownership opportunities for low- and moderate-income residents. Additionally, the program aims to assist low-income individuals and families in affording their rent through rental assistance programs.

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:

- Housing for People Experiencing Homelessness
- Housing for Low- and Moderate-Income Households
- Integrated Housing for People with Special Needs
- Community/Economic Development and Services

During FY 2024-2025 HOME Program Year, the County proposes to address the following priority need categories identified in the 2020 Consolidated Plan:

- Housing for People Experiencing Homelessness
- Housing for Low- and Moderate-Income Households

### Evaluation of past performance

*This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.*

Orange County has a good performance record with HUD and the County regularly meets the performance standards established by HUD. 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 [www.orangecountync.gov/Housing](http://www.orangecountync.gov/Housing). Hard copies are available upon request.

The FY 2021-2022 CAPER (submitted in 2022), the second CAPER for the FY 2020-2025 Five Year Consolidated Plan, indicates that in program year 2021, the County expended \$162,980.40 in HOME funds and \$54,326.80 in local Match funds (a total of \$217,307.20 in expenditures). These funds included FY 2021 administrative funds, as well as funds from prior years (FY 2019, 2018, and 2016). Funds spent in FY 2021 were used to:

- Administer the HOME grant (\$37,476.10 in FY 2021 funds);
- Provided homeownership assistance to 6 low-income homebuyers (\$161,000.00 in FY 2018, 2019 and 2020 funds);
- Acquire one (1) unit to be preserved as affordable rental housing (\$40,839.00 in FY 2017 funds);
- Provide tenant-based rental assistance to 20 low-income renter households (\$106,550 in FY 2016 funds, \$4,563.00 in FY 2018 funds);

The HOME Consortium strives to operate its HOME program in a timely manner and in accordance with applicable regulations and match requirements.

### **Summary of Citizen Participation Process and consultation process**

*Summary from citizen participation section of plan.*

Developing the Annual Action Plan includes: receiving requests for HOME funding from local agencies and organizations; review of funding applications and development of funding recommendations by 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; soliciting resident input on those funding recommendations; and drafting the Annual Action Plan to reflect final funding decisions and funded activities for the upcoming program year. 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 ([www.orangecountync.gov/Housing](http://www.orangecountync.gov/Housing)) or in hard copy upon request. The County has abided by its Citizen Participation Plan in the preparation and development of the FY 2024-2025 Annual Action Plan.

The Orange County HOME Consortium solicited applications for the FY 2024-2025 HOME program in January of 2024, and applications were due on February 21, 2024. On March 18, 2024, the Collaborative met to review the applications received and develop a funding plan to be approved by each of the governing boards of the four (4) member jurisdictions of the Consortium. In reviewing applications and making awards for the 2024-2025 Orange County HOME Program, the stakeholder input gathered during the Consolidated Planning process and the priorities and goals ultimately identified in the 2020-2025 Consolidated Plan were considered.

The Collaborative’s funding plan was the basis for drafting the FY 2024-2025 Annual Action Plan. The draft Annual Action Plan was posted to the County’s website on March 22, 2024 and distributed electronically to more than 100 stakeholders to solicit input and feedback.

The Consortium held a public hearing on the draft plan on April 16, 2024. Public notice of the hearing was made by email notification to known stakeholders, advertisement in *The Herald Sun* and *La Noticia* (a Spanish language newspaper), social media posts, and advertisement in the Orange County newsletter on March 27, 2024. At the public hearing, residents had the opportunity to give their input and ideas on the proposed HOME-funded activities for FY 2024-2025.

### **Draft Annual Action Plan:**

The draft FY 2024-2025 Annual Action Plan was on public display beginning Monday, April 1, 2024, through Thursday, May 2, 2024, a period of 31 days. The FY 2024-2025 Annual Action Plan was posted on the Orange County Department of Housing and Community Development’s website ([www.orangecountync.gov/Housing](http://www.orangecountync.gov/Housing)) and hard copies were made available upon request at the following locations (public building closures due to the COVID-19 pandemic required that hard copies be requested beforehand in order to arrange pick-up):

- **Orange County Housing and Community Development Department**, 300 W. Tryon Street, Hillsborough, NC 27278
- **Orange County Housing and Community Development Department**, 2501 Homestead Road, Chapel Hill, NC 27516
- **Town of Carrboro Town Hall**, 301 W Main Street, Carrboro, NC 27510
- **Town of Chapel Hill Town Hall**, 405 M.L.K. Jr Blvd, Chapel Hill, NC 27514
- **Town of Hillsborough Town Hall**, 101 E Orange St, Hillsborough, NC 27278

### **Summary of public comments**

*This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.*

Public comments received during the public hearing held on April 16, 2024 and during the public comment period from April 1, 2024 to May 2, 2024 are summarized in section AP-12 Participation.

### **Summary of comments or views not accepted and the reasons for not accepting them**

All comments for the FY 2024-2025 Annual Action Plan were accepted.

### **Summary**

The FY 2024-2025 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, 2024 and ending June 31, 2025. This is the County's fifth year of the 2020 Five-Year Consolidated Plan.

During the FY 2024-2025 program year, the Orange County HOME Consortium anticipates the following Federal financial resources:

- **FY 2024-2025 HOME Funds:** \$429,496.00
- **HOME Program Income:** \$28,306
- **Total:** \$457,802

During the FY 2024-2025 HOME program year, the Orange County HOME Consortium proposes to address the following priority need categories from the 2020 Consolidated Plan:

- **Housing for People Experiencing Homelessness:** Provide affordable rental housing for households experiencing homelessness.
  - **Priority Level:** High
  - **Associated Goals:** Rental Construction, Rental Assistance, Housing Rehabilitation/ Preservation, Grant Administration
- **Housing for Low- and Moderate-Income Households:** Provide affordable housing (both rental and ownership) for households with moderate and low incomes, especially those with extremely low incomes.
  - **Priority Level:** High
  - **Associated Goals:** Rental Construction, Rental Assistance, Housing Rehabilitation/ Preservation, Home Ownership Construction, Home Buyer Assistance, 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.*

<b>Agency Role</b>	<b>Name</b>	<b>Department/Agency</b>
Lead Agency	Orange County, NC	
HOME Administrator	Orange County, NC	Department of Housing

**Table 1 – Responsible Agencies**

### Consolidated Plan Public Contact Information

Blake Rosser, Housing Department Director

Orange County, NC Department of Housing

Phone: 919-245-4329

Email: [brosser@orangecountync.gov](mailto:brosser@orangecountync.gov)

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Mailing Address: PO Box 8181, Hillsborough, NC 27278

## AP-10 Consultation

### Introduction

Consultation with community stakeholders was a critical component in the development of the 2020-2025 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 promotes coordination within the Consortium and its member jurisdictions.

During development of the Consolidated Plan in early 2020, the Consortium consulted with social services agencies, service providers, community-based organizations, housing providers, local government agencies and boards, neighborhoods leaders, and elected officials. Two (2) questionnaires were created and distributed to both residents and stakeholders to help identify needs, gaps, and priorities for the next five years. The resident questionnaire was available online in three (3) languages (English, Spanish, and Burmese) and in hard copy in four (4) languages (English, Spanish, Burmese, and Karen). Input from a series of in-person and online meetings as well as the questionnaires were used in the development of the strategies and priorities detailed in the Consolidated Plan.

In developing the FY 2024-2025 Annual Action Plan and making funding awards for the 2024-2025 Orange County HOME Program, the stakeholder input gathered during the Consolidated Planning process and the priorities and goals ultimately identified in the 2020-2025 Consolidated Plan were considered. 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 2024-2025 HOME Program and thereby the development of the FY 2024-2025 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) that 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, and are co-located in this 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 December 2021. 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 by-

name 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 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 December 2021.

**Agencies, groups, organizations and others who participated in the process and consultations**

Table 2 – Agencies, groups, organizations who participated

1	<b>Agency/Group/Organization</b>	CASA
	<b>Agency/Group/Organization Type</b>	Housing Services – Housing
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	CASA applied for FY 2024-2025 HOME funds.
2	<b>Agency/Group/Organization</b>	Habitat for Humanity of Orange County
	<b>Agency/Group/Organization Type</b>	Housing Services - Housing
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Habitat for Humanity of Orange County applied for FY 2024-2025 HOME funds.
3	<b>Agency/Group/Organization</b>	EmPOWERment, INC.
	<b>Agency/Group/Organization Type</b>	Housing Services - Housing Services-Employment
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	EmPOWERment, Inc. applied for FY 2024-2025 HOME funds.
4	<b>Agency/Group/Organization</b>	Orange County Partnership to End Homelessness
	<b>Agency/Group/Organization Type</b>	Services-homeless Other government - County Other government - Local

	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	OCPEH applied for FY 2024-2025 HOME funds.
5	<b>Agency/Group/Organization</b>	Orange County Housing Authority
	<b>Agency/Group/Organization Type</b>	
	<b>What section of the Plan was addressed by Consultation?</b>	
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	
6	<b>Agency/Group/Organization</b>	Town of Chapel Hill Office of Housing and Community
	<b>Agency/Group/Organization Type</b>	
	<b>What section of the Plan was addressed by Consultation?</b>	
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	
7	<b>Agency/Group/Organization</b>	Town of Carrboro Department of Housing and Community Services
	<b>Agency/Group/Organization Type</b>	
	<b>What section of the Plan was addressed by Consultation?</b>	
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	
8	<b>Agency/Group/Organization</b>	Town of Hillsborough Department of Community Services

<b>Agency/Group/Organization Type</b>	
<b>What section of the Plan was addressed by Consultation?</b>	
<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	

**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**

<b>Name</b>	<b>Lead Organization</b>	<b>How do the goals of your Strategic Plan overlap with the goals of each plan?</b>
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 2024-2025 Annual Action Plan has many components that include citizen participation. These components included: soliciting applications for funding 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 2024-2025 HOME funds and draft Annual Action Plan. All public comments received during the public comment period, running from April 1 through May 2, 2024, are included in the Annual Action Plan.

### Citizen Participation Outreach

<b>1) Newspaper Ad</b>
<p><b>Mode of Outreach:</b> Newspaper Ad</p> <p><b>Target of Outreach:</b> Minorities; Non-English Speaking: Spanish; Non-targeted/broad community</p> <p><b>Summary of response/attendance:</b> N/A</p> <p><b>Summary of comments received:</b> N/A</p> <p><b>Summary of comments not accepted and reasons:</b> N/A</p> <p><b>URL (If applicable):</b> N/A</p>
<b>2) Public Hearing</b>
<p><b>Mode of Outreach:</b> Public Hearing</p> <p><b>Target of Outreach:</b> Minorities; Non-English Speaking: Spanish; Persons with disabilities; Non-targeted/broad community; Residents of Public and Assisted Housing, Relevant local agencies and organizations</p> <p><b>Summary of response/attendance:</b> N/A</p> <p><b>Summary of comments received:</b> N/A</p> <p><b>Summary of comments not accepted and reasons:</b> N/A</p> <p><b>URL (If applicable):</b> <a href="http://orangecountync.gov/967/Meeting-Videos">http://orangecountync.gov/967/Meeting-Videos</a></p>
<b>3) Internet Outreach</b>
<p><b>Mode of Outreach:</b> Internet Outreach</p> <p><b>Target of Outreach:</b> Minorities; Non-English Speaking: Spanish, Burmese, Karen; Persons with disabilities; Non-targeted/broad community; Residents of Public and Assisted Housing; Relevant local agencies and organizations</p> <p><b>Summary of response/attendance:</b> N/A</p> <p><b>Summary of comments received:</b> N/A</p> <p><b>Summary of comments not accepted and reasons:</b> All comments were accepted and incorporated into the Annual Action Plan.</p> <p><b>URL (If applicable):</b> N/A</p>

Table 4 – Citizen Participation Outreach

AP-15 Expected Resources

**Introduction**

The Orange County HOME Consortium expects to receive \$429,496 in 2024 HOME funds, \$96,636 in HOME Match funds, and \$28,306 in HOME Program Income for the FY 2024-2025 program year. The program year is from July 1, 2024 through June 31, 2025.

**Anticipated Resources**

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1			Expected Amount Available Remainder of ConPlan \$
			Annual Allocation: \$	Program Income: \$	Total: \$	
HOME	public - federal	Multifamily rental new construction TBRA	\$429,496	\$28,306	\$457,802	

**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) 2024-2025, the estimated Match contribution is \$96,636.60. 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: \$37,688.27
- Chapel Hill: \$39,621.01

- Carrboro: \$14,495.49
- Hillsborough: \$4,831.83
- **Total: \$96,636.60**

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 2021 Urgent Repair Program (\$80,000) and 2020 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 in to 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 Fund, and 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. **The Town of Chapel Hill has one affordable housing development project on Town-owned land expected to begin construction in summer 2022 and**

two other projects on Town-land expected to receive zoning entitlements to develop or redevelop affordable housing in spring 2022.

## 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

### Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Rental Construction	2024	2026	Affordable Housing	Hillsborough	Housing for Low- and Moderate-Income Households	\$314,047.00	Construction of 11 HOME units.
2	Tenant Based Rental Assistance	2024	2026	Affordable Housing Homelessness	Orange County	Housing for People Experiencing Homelessness	\$197,442.00	Rental Assistance for 15 households.

Table 3 – Goals Summary

### Goal Descriptions

1	Goal Name	Rental Construction
	Goal Description	Development 11 rental units for households at or below 60% AMI
2	Goal Name	Tenant Based Rental Assistance
	Goal Description	Tenant Based Rental Assistance for fifteen currently homeless households.

## AP-35 Projects

### Introduction

The Orange County HOME Consortium proposes to undertake the following activities with FY 2024-2025 HOME funds:

#	Project Name
1	CASA – Rental Construction
2	OCPEH - TBRA
3	Administration – 2024

**Table 4 – Project Information**

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# AP-38 Project Summary

## Project Summary Information

<b>1</b>	<b>Project Name</b>	CASA – Rental Construction
	<b>Target Area</b>	Hillsborough, NC
	<b>Goals Supported</b>	Rental Construction
	<b>Needs Addressed</b>	Housing for Low- and Moderate-Income Households, Housing for Individuals Exiting Homelessness
	<b>Funding</b>	Total: \$314,047.00 (CHDO Set Aside: \$64,424.00)
	<b>Description</b>	<p>Funds will be allocated to CASA to finance construction of Cedar Village, a 72-unit apartment community located in Hillsborough, North Carolina. The project will consist of three 24-unit residential buildings and one community building on a 4.37-acre site. There will be 36 one-bedroom units and 36 two-bedroom units. Of the one-bedroom units, 16 units will be rented at 30% AMI, 13 units will be rented at 50% AMI (6 of which will be HOME units), and 7 units will be rented at 60% AMI. Of the two-bedroom units, 12 units will be rented at 30% AMI, 12 will be rented at 50% AMI (5 of which will be HOME units), and 12 units will be rented at 60% AMI.</p> <p>Total funding for this activity is \$314,047. This amount includes: \$237,334 in 2024 HOME Entitlement (EN) funds; \$17,379.50 in HOME Program Income (PI) funds; and \$59,333.50 in local Match funds. The total amount of HOME funds, including PI, for this project is \$254,713.50</p>
	<b>Target Date</b>	06/2026
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	72 households at or below 80% AMI
	<b>Location Description</b>	200 Sea Trail St, Hillsborough to Boone Square Shopping Center, Hillsborough
<b>Planned Activities</b>	<ul style="list-style-type: none"> <li>• Predevelopment costs</li> <li>• New construction for rental</li> </ul>	

2	<b>Project Name</b>	OCPEH – Tenant Based Rental Assistance
	<b>Target Area</b>	County-wide
	<b>Goals Supported</b>	Tenant Based Rental Assistance
	<b>Needs Addressed</b>	Housing for Low-income households, Housing for individuals Experiencing Homelessness
	<b>Funding</b>	Total: \$197,442.00
	<b>Description</b>	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 \$197,442. This amount includes: \$149,212.50 in 2024 HOME Entitlement (EN) funds; \$10,926.50 in HOME Program Income (PI) funds; and \$37,303 in local Match funds. The total amount of HOME funds, including PI, for this project is \$160,139
	<b>Target Date</b>	05/08/2024
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	15 households at or below 30% AMI
	<b>Location Description</b>	Scattered sites in Orange County
	<b>Planned Activities</b>	Rental/utility assistance
3	<b>Project Name</b>	Administration – 2024
	<b>Target Area</b>	County-wide
	<b>Goals Supported</b>	Rental Construction Tenant Based Rental Assistance
	<b>Needs Addressed</b>	Housing for People Experiencing Homelessness Housing for Low- and Moderate-Income Households
	<b>Funding</b>	Total: \$42,949.60 (10% of 2024 HOME Award)
	<b>Description</b>	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 2021 HOME award, which is estimated to be \$37,874.

<b>Target Date</b>	6/30/2024
<b>Estimate the number and type of families that will benefit from the proposed activities</b>	Administration will support HOME-funded housing activities.
<b>Location Description</b>	N/A
<b>Planned Activities</b>	Administration

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## 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 2024-2025 program, HOME funds will be directed to Hillsborough (through CASA – Rental Construction) and county-wide (through OCPEH – Tenant Based Rental Assistance).

### Geographic Distribution

Target Area	Percentage of Funds
Hillsborough	61.4%
County-wide	38.6%

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 rental construction, and tenant based rental assistance. The one year goals for affordable housing in Orange County for FY 2024-2025 are as follows:

<b>One Year Goals for the Number of Households to be Supported</b>	
Homeless	15
Non-Homeless	72
Special-Needs	0
<b>Total</b>	<b>87</b>

Table 6 - One Year Goals for Affordable Housing by Support Requirement

<b>One Year Goals for the Number of Households Supported Through</b>	
Rental Assistance	15
The Production of New Units	72
Rehab of Existing Units	0
Acquisition of Existing Units	0
<b>Total</b>	<b>87</b>

Table 7 - One Year Goals for Affordable Housing by Support Type

### Discussion

Orange County will fund the following projects with the FY 2024-2025 HOME funds:

- **HOME-24-01 – CASA – Rental Construction:** Funds will be allocated to Orange County Habitat for Humanity to provide deferred payment zero interest mortgages to an estimated fifteen (15) homebuyers in Orange County earning between thirty percent (30%) and eighty percent (80%) of the area median income. (The final number of homebuyers assisted may be more or less than 15 and will depend on homebuyer underwriting.)
- **HOME-24-02 – OCPEH – Tenant Based Rental Assistance:** Funds will be allocated to Pee Wee Homes to finance construction of three (3) small rental units at 106 Hill Street in Carrboro. Units will be leased to households experiencing homelessness and earning less than thirty percent (30%) of the area median income.
- **HOME-24-03 – Administration 2024:** 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 2021 HOME award, which is estimated to be \$37,874.

## **AP-60 Public Housing**

### **Introduction**

Public housing in Orange County is provided by two entities: the Orange County Housing Authority (OCHA) and the Town of Chapel Hill's Office of Housing and Community. Housed within the Orange County Department of Housing and Community Development, OCHA has been allocated 633 Housing Choice Vouchers (HCV, commonly known as Section 8), of which 528 are being actively administered. The 528 vouchers includes 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 not designated as troubled. It received a score of 93% in its 2019 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 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 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, and has developed discharge policies with local and regional institutions. The CoC also 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 who 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 is able to make a recommendation for a referral. Court requirements include monthly attendance to 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.** A majority 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. Meanwhile, over 80% of households earning under \$20,000 are severely rent-burdened (meaning they pay over half their income toward rent and utilities), as are nearly 40% of households earning \$20,000–\$34,999.
- **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 that over a quarter of the elderly are also disabled, this is 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 located in Chapel Hill, and the vast majority of other subsidized properties are located in either Chapel Hill or Carrboro. To that end, 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. The most recent concern is the COVID-19 pandemic and its economic impacts, particularly for renter households with lower incomes who are experiencing unprecedented job loss and housing instability.

One way the HOME Consortium worked to address this situation was by allocating local Match funds for FY 2020-2021 to be used for tenant-based rental assistance through the County's Rapid Rehousing program. For FY 2021-2022, the Consortium has identified about \$114,000 in HOME funds from 2016 that were allocated to the County for single-family rehabilitation but were never spent, and plans to reallocate those funds for tenant-based rental assistance through the Rapid Rehousing program as well.

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 program and the statewide HOPE program, to help stabilize households who are experiencing or at risk of experiencing homelessness so they can slow their exposure to COVID-19 by having a safe, non-congregate place to stay. In 2021, the County will begin using about \$2.2 million in CDBG-CV funds secured from the state to continue this work, and is requesting additional funds expected to be available to Orange County through the American Rescue Plan.

### 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:

- **Habitat for Humanity – Homebuyer Assistance:** Funds will be allocated to Orange County Habitat for Humanity to provide deferred payment zero interest mortgages to an estimated fifteen (15) homebuyers in the Fairview Community in Hillsborough earning between thirty percent (30%) and eighty percent (80%) of the area median income. (The final number of homebuyers assisted may be more or less than 15 and will depend on homebuyer underwriting.)
- **Pee Wee Homes – Rental Construction:** Funds will be allocated to Pee Wee Homes to finance construction of three (3) small rental units at 106 Hill Street in Carrboro. Units will be leased to households experiencing homelessness and earning less than thirty percent (30%) of the area

median income.

- **EmPOWERment – Rental Acquisition:** Funds will be allocated to EmPOWERment, Inc. for acquisition of a duplex containing two (2) units at 706 Gomains Avenue in Chapel Hill. Units will be leased to households earning less than thirty percent (30%) of the area median income.
- **Administration – 2021:** 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 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.

### **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 in order 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 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 \$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.

DRAFT

## 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.

<b>HOME Funds Provided to a unit or as direct assistance to buyer</b>	<b>HOME Affordability Period</b>
<\$15,000	5 years
\$15,000 – \$40,000	10 years
>\$40,000	15 years

Resale provisions are enforced through the use of 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;
  1. 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;
  2. 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%

- Fair Return on Investment:  $\$30,300 \times 0.294 = \$8,908$
- 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 low-income 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 been HOME funds and local Match funds to fill this gap.

## Race and Equity Pocket Questions

**Title and purpose of this initiative:** Approval of the 2024-2025 HOME Investment Partnership Program Annual 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.<sup>1</sup> Even in the same professions, BIPOC workers earn less than their white counterparts. 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.<sup>2</sup> In 2022, white households owned 85% of total household wealth in the US but made up only 66% of households.<sup>3</sup>

As a result of these disparities, BIPOC workers, specifically Black and Latino 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 insecurity and homelessness. Specifically, Black residents make up over 50% of those experiencing homelessness in Orange County, while only comprising 12% of the population.<sup>4</sup>

In Orange County, the current Fair Market Rent (FMR) for a 2-bedroom apartment is \$1,631, around 37% higher than the average across North Carolina.<sup>5</sup> This requires an hourly wage of \$31.37 to afford. The FMR has increased in Orange County by 24% in the last year and 55% over the last five years, resulting in 54% of renters having difficulty affording their homes, and 30% of all households in Orange County being cost-burdened.<sup>6</sup> Housing in our area is objectively expensive when compared to the rest of North Carolina. When looking at racial economic disparities across the US and in our area specifically, the burden of high housing costs falls disproportionately on communities of color.

The HOME Investment Partnership Program will create more affordable rental units and opportunities for rental support in Orange County to people earning between 0% and 60% AMI, a population that is disproportionately made up of BIPOC. By servicing the housing needs of this low-to-moderate-income, largely BIPOC population in our county, Carrboro will contribute to a more equitable housing landscape in our area. The Partnership hopes to dedicate their 24-25 funds to two projects:

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<sup>1</sup> Bureau of Labor Statistics, 2020a; Allard & Brundage, Jr., 2019

<sup>2</sup> [Earnings Disparities by Race and Ethnicity | U.S. Department of Labor \(dol.gov\)](https://www.dol.gov/eoas/whd/earnings-disparities-by-race-and-ethnicity)

<sup>3</sup> [U.S. Wealth Gaps Remain Despite Widespread Gains | St. Louis Fed \(stlouisfed.org\)](https://www.stlouisfed.org/economic/wealth-gaps)

<sup>4</sup> [Homelessness in Orange County | ocpeh \(ocpehnc.com\)](https://www.ocpeh.com/)

<sup>5</sup> [FY 2024 Fair Market Rent Documentation System — Statewide Summary for North Carolina \(huduser.gov\)](https://www.huduser.gov/portal/datasets/fmr/)

<sup>6</sup> *The 2024 Housing Need in Orange County*, North Carolina Housing Coalition, January 2024



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- A new construction rental complex by CASA, located in Hillsborough. The complex will have 72 affordable housing units meant to serve residents earning 60% AMI and below.
- A Tenant-Based Rental Assistance (TBRA) program through the Orange County Partnership to End Homelessness (OCPEH), meant to target 15 households currently experiencing homelessness in the County, with zero income and multiple disabling conditions.

### **Who is or will experience community burden?**

#### **IF APPROVED -**

##### **CASA Rental:**

- Hillsborough residents living around or near the CASA property, who will experience an increase of new residents in the neighborhood which might impact traffic.
- CASA could experience increased financial burden and capacity struggles in pursuing their project.
- For this project, Carrboro will experience some community burden in funding a project for another jurisdiction. This is the nature of HOME funding being county-wide. In past years, HOME funds supported projects in Carrboro.

##### **OCPEH Tenant-Based Rental Assistance:**

- 15 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.
- OCPEH, who may have trouble convincing landlords to work with the program and accept their payments.
- OCPEH, who may face capacity and fund management struggles in administering limited rental assistance funds.

#### **IF NOT APPROVED -**

##### **CASA Rental:**

- 72 local households living at 60% AMI or below, who would not be able to access a new affordable rental opportunity. This could also result in households remaining in less than desirable, inhumane, or even unsafe living conditions. The burden of the lack of affordable housing tends to fall on communities of color, who have higher rates of homelessness and housing insecurity across the country, and in our county specifically, due to our nation's history of government-sponsored intentional and de facto racism.
- CASA may be unable to secure additional funding, resulting in new affordable rental units not being created in our area. This would impede the organization in working towards their goal of "ending homelessness through affordable housing," which requires the continuing construction and procurement of new affordable housing units.

##### **OCPEH Tenant-Based Rental Assistance:**

- 15 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 over 50% Black.



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- 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.

### **Who is or will experience community benefit?**

#### **CASA Rental:**

- 72 households living at 60% AMI or below who will apply for and secure one of the new affordable rental units. Due to our nation's history of government-sponsored and de facto racism, the population of people living at 60% AMI and below are disproportionately BIPOC. Subsequently, we would expect a large percentage of those approved for the affordable rental units to also be BIPOC (so long as CASA markets the opportunity equitably).
- The surrounding area, who will benefit from greater diversity in housing types, income, and experiences in their community.
- CASA, who would benefit by having these funds available to support their projects. It would allow them to continue their mission of "ending homelessness through affordable housing," via the creation of more affordable housing units. Successful leveraging of the funds and completion of the project could also be used as evidence for CASA's future funding applications.
- Orange County as a whole, who will benefit from the increase in affordable rental units, thus decreasing housing insecurity and/or literal 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.

#### **OCPEH Tenant-Based Rental Assistance:**

- 15 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).
- 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.
- Orange County as a whole, who will benefit from the increase in households who are permanently housed, thus decreasing literal 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.

### **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



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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?**

If funding were approved, then all HOME funds would be depleted, and no other organizations would be able to access those funds. Subsequently, those funds would not be used for additional affordable housing projects that could add to the Town's affordable housing stock and/or support residents making 60% or below the AMI.

#### **CASA Rental:**

- Possibly negative:
  - 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.
  - Surrounding communities may face construction noise and debris.
  - New residents could face financial struggles in paying for moving costs. Regardless of if a unit is affordable or not, initial moving costs are always much more expensive than normal rent.
- Possibly positive:
  - Increasing diversity of income, housing, and experience in the area could lead to greater diversity in business development opportunities in the immediate area.

#### **OCPEH Tenant-Based Rental Assistance**

- Possibly negative:
  - Successful applicants will most likely have to divulge traumatic personal information, especially when they begin working with other supportive services through the program. This can be overwhelming with the other stressors those experiencing homelessness face daily. This will have a disproportionate impact on communities of color, specifically Black residents, as the population of people experiencing homelessness in our community is over 50% Black.
  - There will inevitably be many eligible applicants who are denied because of capacity constraints. This will take time and resources out of their days that could be spent focusing on survival or pursuing other opportunities. This could also further contribute to the feeling that their housing needs are not heard or prioritized. Additionally, this will have a disproportionate impact on communities of color, specifically Black residents, as



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the population of people experiencing homelessness in our community is over 50% Black.

- Intensive case management is required, which could result in capacity and bandwidth being taken from other OCPEH initiatives.
- Possibly positive:
  - Tenants will be connected to an array of supportive services for future social service needs.

If funding were not approved, both organizations may have to pivot their short and long-term goals to account for their inability to complete the proposed projects. Reprioritizing could result in delays on starting new projects. Additionally, the HOME Investment Partnership Program may need to reallocate and obligate the remaining funds.

**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.



## Agenda Item Abstract

**File Number:** 24-101

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**Agenda Date:** 5/21/2024  
**In Control:** Town Council  
**Version:** 1

**File Type:** Agendas

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Permit Extension Request for Previously Issued Special Use Permit-A for Mixed Use Building at 603 Jones Ferry Road

**PURPOSE:** The purpose of this agenda item is for Town Council to consider approving a request for an extension of the date when a Conditional Use Permit would otherwise expire for a Mixed-Use Building at 603 Jones Ferry Road. Town Staff recommends approval of the request

**DEPARTMENT:** Planning Department

**CONTACT INFORMATION:** Marty Roupe, Development Review Administrator, 919-918-7333, [mroupe@carrboronc.gov](mailto:mroupe@carrboronc.gov) <<mailto:mroupe@carrboronc.gov>>

**COUNCIL DIRECTION:**

Race/Equity  Climate  Comprehensive Plan  Other\*

\*Other is marked as related to Land Use Ordinance provisions applying to the request. Race and Equity pocket questions are included as Attachment D.

**INFORMATION:** The property owner's representative, Heather Washburn, has requested an extension of the date on which a previously issued Special Use Permit-A (SUP-A) would otherwise expire on June 26, 2024. The Council originally granted this CUP on June 26, 2020. The permit allows construction of a mixed-use building consisting of office space on the ground floor and four residential units on the second floor. Construction of the project has not commenced. A resolution approving the request is included as Attachment A should the Council choose to approve it.

The applicant has submitted a letter, included as Attachment B, related to compliance with LUO Section 15-62 and specifically requesting a two-year extension. A staff report regarding compliance with Section 15-62 is included as well as Attachment C.

**FISCAL IMPACT:** The applicant is paying the applicable fee associated with this request. No other impact is noted.

**RECOMMENDATION:** Town Staff recommends that the Town Council adopt the resolution (Attachment A) approving the permit extension request. The new expiration date for the permit would be June 26, 2026.

**A RESOLUTION APPROVING THE EXTENSION OF THE DATE ON WHICH THE SUP-A FOR A MIXED USE BUILDING AT 603 JONES FERRY ROAD WOULD OTHERWISE EXPIRE**

**WHEREAS**, the Town Council approved a Special Use Permit-A for a Mixed Use Building at 603 Jones Ferry Road on June 26<sup>th</sup>, 2018; and

**WHEREAS**, the Town Council has approved two Special Use Permit-A Extension Requests for the project, extending the date to June 26, 2024; and

**WHEREAS**, Section 15-62(a) of the Town of Carrboro Land Use Ordinance allows for permit extensions; and

**WHEREAS**, the Town Council finds, per Section 15-62(c) of the LUO, that: 1) the permit has not expired, and 2) the permit recipient has proceeded with due diligence and good faith, and 3) conditions have not changed so substantially as to warrant a new application.

**NOW, THEREFORE BE IT RESOLVED** by the Town Council that the expiration date for the permit for a Mixed Use Building at 603 Jones Ferry Road is hereby extended to June 26, 2026.

This the 21<sup>st</sup> day of May 2024.



3 May 2024

Mr. Marty Roupe  
Zoning Department  
Town of Carrboro  
201 W. Main Street  
Carrboro, NC 27510

Subject: CUP Permit Extension for 603 Jones Ferry Road project- Permit #BALD-000544-2020

Dear Marty,

I am diligently working with Monarch Development NC and Dan Jewell on the development of the property located at 603 Jones Ferry Road, and it has come to our attention that the CUP for this development is set to expire on June 26th.

As previously communicated to you we are actively working on a proposed mixed-income, mixed-use development and the process is taking longer than anticipated. I respectfully request that the Town Council extend the permit for 2 years. We plan to prepay the extension fee once we receive the invoice.

In accordance with Land Use Ordinance Section 15-62(c)(ii) and (iii), the Owners/Developers of 603 Jones Ferry Road property have "proceeded with due diligence and in good faith" and that "conditions have not changed so substantially as to warrant a new application." Our understanding is that "extensions may be granted without resort to the formal processes and fees required for a new permit." We realize that a prior extension was granted to the previous owner during the negotiation of sale of the property. During the due diligence and entitlement process there have been numerous challenges to keep the ball rolling. We are in the final phases of this process and need a little more time. For these reasons, we are seeking a two-year extension of this CUP. We hope that the Town Council will consider the factors and grant the extension.

Please contact me if you have any questions.

Heather Washburn  
Calico Studio PLLC  
1141 Smith Level Rd  
Chapel Hill, NC 27516  
(o) 919-537-9659

## STAFF REPORT

**TO:** Town Council

**DATE:** May 21, 2024

**PROJECT:** Special Use Permit-A, Extension Request for Mixed Use Building at 603 Jones Ferry Road

**APPLICANT:** Heather Washburn  
1411 Smith Level Road  
Chapel Hill, NC 27516

**OWNERS:** Monarch Development NC LLC  
1155 Smith Level Road  
Chapel Hill, NC 27516

**PURPOSE:** Request for an extension of date when a Special Use Permit-A would otherwise expire for a Mixed Use Building at 603 Jones Ferry Road. This SUP-A permit will otherwise expire on June 26<sup>th</sup>, 2024.

**EXISTING ZONING:** O (Office)

**PIN:** 9778-34-6032

**LOCATION:** 603 Jones Ferry Road

**TRACT SIZE:** 1.1 acres (47,916sf)

**EXISTING LAND USE:** Vacant

**PROPOSED LAND USE:** Mixed Use Building-1<sup>st</sup> floor to be office space (use# 3.120) and 2<sup>nd</sup> floor to be four (4) residential units (use# 1.200)

**SURROUNDING LAND USES:** North: O, Willow Creek Office Complex  
South: R-3, Ashbrook Apartments  
West: R-3, Poplar Place Apartments  
East: R-3, Ashbrook Apartments

**RELEVANT ORDINANCE SECTIONS:** Section 15-62                      Expiration of Permits

## BACKGROUND

The applicant is requesting that the date on which a previously issued Special Use Permit-A (SUP-A) would otherwise expire, on June 26<sup>th</sup>, 2024, be extended two years to an expiration date of June 26, 2026.

The Town Council originally granted the Special Use Permit-A on June 26, 2018. Town Council subsequently has approved two extension requests that created the current expiration date of June 26, 2024. The SUP-A allows for the construction of 1<sup>st</sup> floor to be office space (use# 3.120) and 2<sup>nd</sup> floor to be four (4) residential units (use# 1.200).

## APPLICABLE LUO PROVISIONS

Extensions to the date on which a permit would otherwise expire must be granted in accordance with Section 15-62 (Expiration of Permits) of the LUO. Specifically, please note that Section 15-62(a) of the LUO dictates that the SUP-A would expire, on June 26, 2024 in this case, because less than ten percent (10%) of the total cost of all construction, erection, alteration, excavation, demolition, or similar work on the development authorized by the permit has been completed on the site. Construction plans are under review, onsite work has not commenced.

Section 15-62(c) gives the permit-issuing authority (Town Council) the authority to grant an extension to the date on which the permit would otherwise expire. Section 15-62(c) reads as follows:

*“(c) The permit-issuing authority may extend for a period up to two years the date when a permit would otherwise expire pursuant to subsections (a) and (b) if it concludes that (i) the permit has not yet expired, (ii) the permit recipient has proceeded with due diligence and in good faith, and (iii) conditions have not changed so substantially as to warrant a new application. Successive extensions may be granted for periods up to two years upon the same findings. All such extensions may be granted without resort to the formal processes and fees required for a new permit.”*

Staff offers the following information related to the conditions outlined in Section 15-62(c):

**1. The permit has not yet expired.**

COMPLIANCE: *No, the permit has not expired. The permit is set to expire on June 26<sup>th</sup>, 2024.*

**2. The permit recipient has proceeded with due diligence and in good faith.**

COMPLIANCE: *Yes, the permit recipient has proceeded with due diligence and in good faith, and has provided a letter explaining as much (Attachment B).*

**3. Conditions have not changed so substantially as to warrant a new application.**

COMPLIANCE: *Yes, it is true that conditions have not changed so substantially as to warrant a new application. No changes to the property have taken place since the permit was originally approved.*

**RECOMMENDATION**

Town Staff recommends that the Town Council adopt the attached resolution approving the permit extension request. The new expiration date for the permit would be June 26, 2026.

## **Race and Equity Pocket Questions**

**Title and purpose of this initiative:** Special Use Permit-A Permit Extension Request for Chan Live-Work Project, 603 Jones Ferry Road

**Department:** Planning, Zoning and Inspections

### **What are the racial impacts?**

This permit extension request relates to a Special Use Permit-A (SUP-A) granted by Town Council to allow development of a live-work mixed use project at 603 Jones Ferry Road. The project would involve the addition of a new building on a currently vacant lot. Jobs would be created during construction and new dwelling units would exist after construction is complete. The purpose of the agenda item is to extend the date on which the permit would otherwise expire. Racial impacts associated with this permit expiring include the delay of anticipated benefits such as construction of new homes that may potentially serve residents of the community that face economic challenges with purchasing a home. Other impacts include the additional tax value and associated increase in the tax base and revenue for use by local governments in providing services.

### **Who is or will experience burden?**

During construction, the community will experience burdens such as noise, traffic, dust and other changes related to the development of this property. Nearby property owners may also experience an increase in the value of their properties due to proximity to the newly constructed project, and, if so, may see associated increases in property taxes.

### **Who is or will experience benefit?**

The community will benefit in general from the project providing newly constructed dwelling units, which presumably will raise property values in the area and improve / increase the tax base. Local contractors may also experience benefit from the opportunity to be employed in relation to building the project. New residents living and / or working in the building will benefit from the opportunity to live and / or work in a newly constructed home that is within walking and biking distance to shopping and other amenities, is located on an existing public transit route, relatively close to downtown.

### **What are the root causes of inequity?**

Structural racism in the United States has affected access to and funding / financing for property ownership, educational and health care access, infrastructure, public services, and wealth generation for BIPOC families.

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

The noted burdens may be larger than anticipated and the mitigating measures and if the project does not result in the number of and / or salary for the new jobs created in a manner that is consistent with local housing and market costs. Property value increases associated with the development itself may be lower than expected with tax revenue increases also lower. Property



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value increases on adjoining properties could also be higher than expected and could further exacerbate challenges associated with the affordability of housing.

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

The department plans to evaluate construction process and monitor impacts before, during and after development, including stormwater and traffic. The department will continue to use the REAL and pocket questions in relation to consideration and implementation of policies in the town's comprehensive plan, *Carrboro Connects*.



## Agenda Item Abstract

**File Number:** 24-103

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**Agenda Date:** 5/21/2024  
**In Control:** Town Council  
**Version:** 1

**File Type:** Agendas

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Permit Extension Request for Previously Issued Special Use Permit-A for Commercial Building at 201 North Greensboro Street

**PURPOSE:** The purpose of this agenda item is for Town Council to consider approving a request for an extension of the date when a Special Use Permit-A would otherwise expire for a Commercial Use Building at 201 North Greensboro Street. Town Staff recommends approval of the request.

**DEPARTMENT:** Planning Department

**CONTACT INFORMATION:** Marty Roupe, Development Review Administrator, 919-918-7333, [mroupe@carrboronc.gov](mailto:mroupe@carrboronc.gov) <<mailto:mroupe@carrboronc.gov>>

**COUNCIL DIRECTION:**

Race/Equity  Climate  Comprehensive Plan  Other\*

Race/Equity is marked as related to the attached pocket questions.

\*Other is marked as related to Land Use Ordinance provisions applying to the request.

**INFORMATION:** The property owner's representative, Ed Lammas, has requested an extension of the date on which a previously issued Special Use Permit-A (SUP-A) would otherwise expire on June 7, 2024. The Council originally granted this CUP on June 7, 2022. The permit allows construction of a three-story commercial building with multiple commercial uses allowed to operate within the new structure once it is completed. Construction of the project has not commenced. A resolution approving the request is included as Attachment A should the Council choose to approve it.

The applicant has submitted a letter, included as Attachment B, related to compliance with LUO Section 15-62 and specifically requesting a two-year extension. A staff report regarding compliance with Section 15-62 is included as well as Attachment C.

**FISCAL IMPACT:** The applicant is paying the applicable fee associated with this request. No other impact is noted.

**RECOMMENDATION:** Town Staff recommends that the Town Council adopt the attached resolution approving the permit extension request. The new expiration date for the permit would be June 7, 2026.

**A RESOLUTION APPROVING THE EXTENSION OF THE DATE ON WHICH THE SUP-A FOR A COMMERCIAL BUILDING AT 201 NORTH GREENSBORO STREET WOULD OTHERWISE EXPIRE**

**WHEREAS**, the Town Council approved a Special Use Permit-A for a Commercial Building at 201 N. Greensboro Street on June 7, 2022; and

**WHEREAS**, the applicant is asking Town Council to consider extending the permit expiration date to June 7, 2026; and

**WHEREAS**, Section 15-62(a) of the Town of Carrboro Land Use Ordinance allows for permit extensions; and

**WHEREAS**, the Town Council finds, per Section 15-62(c) of the LUO, that: 1) the permit has not expired, and 2) the permit recipient has proceeded with due diligence and good faith, and 3) conditions have not changed so substantially as to warrant a new application.

**NOW, THEREFORE BE IT RESOLVED** by the Town Council that the expiration date for the permit for a Commercial Building at 201 North Greensboro Street is hereby extended to June 7, 2026.

This the 21<sup>st</sup> day of May 2024.

CKE III, LLC  
16122 Morehead  
Chapel Hill, NC 27517

Mr. Marty Roupe  
Zoning Department  
Town of Carrboro  
201 W. Main Street  
Carrboro, NC 27510

May 8 2024

## **CUP Permit Extension for 201 North Greensboro Street Commercial Project**

Dear Marty,

I am proceeding diligently and in good faith on the development of 201 North Greensboro Street Commercial Project. I am aware that the CUP for this project is due to expire June 21<sup>st</sup> 2024.

We (CKE III managers) are actively working on the project reflected in the CUP but face some bank financing challenges due to the higher rates of interest being charged at this current time. We expect the situation to improve over the short to medium term. As such, I respectfully request that the Town Council extend the permit for 2 years.

In accordance with Land Use Ordinance Section 15-62(c)(ii) and (iii), the Owners/Developers of 201 North Greensboro Street Commercial Project property have "proceeded with due diligence and in good faith" and that "conditions have not changed so substantially as to warrant a new application." We understand that "extensions may be granted without resort to the formal processes and fees required for a new permit."

This is an excellent project which needs a little more time, and we look forward to delivering the commercial building, per the CUP, as soon as possible.

We hope that the Town Council will consider the factors and grant the extension.

Please contact me if you have any questions or clarifications.

Kind regards,



Edward Lammas  
Managing Member, CKE III, LLC

## STAFF REPORT

**TO:** Town Council

**DATE:** May 21, 2024

**PROJECT:** Special Use Permit-A, Extension Request for Commercial Building at 201 North Greensboro Street

**APPLICANT:** Ed Lammas, on behalf of CKE III, LLC  
16122 Morehead  
Chapel Hill, NC 27517

**OWNERS:** CKE III, LLC  
16122 Morehead  
Chapel Hill, NC 27517

**PURPOSE:** Request for an extension of date when a Special Use Permit-A would otherwise expire for a Commercial Building at 201 North Greensboro Street. This SUP-A permit will otherwise expire on June 7, 2024.

**EXISTING ZONING:** B-1(g) and B-2

**PIN:** 9778-86-3587 & 9778-86-2555

**LOCATION:** 201 North Greensboro Street & 101 West Weaver Street

**TRACT SIZE:** 0.53 acres (23,211 sf)

**EXISTING LAND USE:** Vacant

**PROPOSED LAND USE:** Commercial Building – Multiple commercial uses in a three-story building (retail, office, restaurant, etc)

**SURROUNDING LAND USES:** North: B-1(g), Vacant building  
South: B-1(g), West Weaver Street right of way  
West: B-2, Center Street right of way  
East: B-1(g), North Greensboro Street right of way

**RELEVANT ORDINANCE SECTIONS:** Section 15-62                      Expiration of Permits

## BACKGROUND

The applicant is requesting that the date on which a previously issued Special Use Permit-A (SUP-A) would otherwise expire, on June 7, 2024, be extended two years to an expiration date of June 7, 2026.

The Town Council originally granted the Special Use Permit-A on June 7, 2022. The SUP-A allows for the construction of a three-story building with multiple commercial uses permitted in the building.

## APPLICABLE LUO PROVISIONS

Extensions to the date on which a permit would otherwise expire must be granted in accordance with Section 15-62 (Expiration of Permits) of the LUO. Specifically, please note that Section 15-62(a) of the LUO dictates that the SUP-A would expire, on June 7, 2024 in this case, because less than ten percent (10%) of the total cost of all construction, erection, alteration, excavation, demolition, or similar work on the development authorized by the permit has been completed on the site. Construction plans have not yet been submitted, and onsite work has not commenced.

Section 15-62(c) gives the permit-issuing authority (Town Council) the authority to grant an extension to the date on which the permit would otherwise expire. Section 15-62(c) reads as follows:

*“(c) The permit-issuing authority may extend for a period up to two years the date when a permit would otherwise expire pursuant to subsections (a) and (b) if it concludes that (i) the permit has not yet expired, (ii) the permit recipient has proceeded with due diligence and in good faith, and (iii) conditions have not changed so substantially as to warrant a new application. Successive extensions may be granted for periods up to two years upon the same findings. All such extensions may be granted without resort to the formal processes and fees required for a new permit.”*

Staff offers the following information related to the conditions outlined in Section 15-62(c):

**1. The permit has not yet expired.**

COMPLIANCE: *No, the permit has not expired. The permit is set to expire on June 7, 2024.*

**2. The permit recipient has proceeded with due diligence and in good faith.**

COMPLIANCE: *Yes, the permit recipient has proceeded with due diligence and in good faith, and has provided a letter explaining as much (Attachment B).*

**3. Conditions have not changed so substantially as to warrant a new application.**

COMPLIANCE: *Yes, it is true that conditions have not changed so substantially as to warrant a new application. No changes to the property have taken place since the permit was originally approved.*

**RECOMMENDATION**

Town Staff recommends that the Town Council adopt the attached resolution approving the permit extension request. The new expiration date for the permit would be June 7, 2026.

## **Race and Equity Pocket Questions**

**Title and purpose of this initiative:** Special Use Permit-A Permit Extension Request for 201 North Greensboro Street

**Department:** Planning, Zoning and Inspections

### **What are the racial impacts?**

This permit extension request relates to a Special Use Permit-A (SUP-A) granted by Town Council to allow development of a three-story commercial building at 201 North Greensboro Street. The project would involve the construction of a new building with multiple commercial uses allowed to operate within the new structure. The purpose of the agenda item is to extend the date on which the permit would otherwise expire. Racial impacts associated with this request include the delay of anticipated benefits such as expanded commercial uses and living-wage job opportunities in proximity to neighborhoods in general, both during construction and as new businesses open within the building once it is complete. These jobs may be available and provide employment opportunities for residents that may include a higher proportion of people of moderate and lower incomes and people of color. Other impacts include the additional tax value and associated increase in the tax base and revenue for use by local governments in providing services.

### **Who is or will experience burden?**

During construction, the community will experience burdens such as noise, traffic, dust and other changes related to the development of this property. Residents of the existing homes nearby may also experience the burden of having additional traffic near where they live. Nearby property owners may also experience an increase in the value of their properties due to proximity to the newly constructed homes, and, if so, may see associated increases in property taxes.

### **Who is or will experience benefit?**

The community will benefit from additional commercial use opportunities being available, which has the potential to produce additional job opportunities that may be available and of benefit to residents that include a higher proportion of people of moderate and lower incomes and people of color.

### **What are the root causes of inequity?**

Structural racism in the United States has affected access to and funding / financing for property ownership, educational and health care access, infrastructure, public services, and wealth generation for BIPOC families.

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

The noted burdens may be larger than anticipated and the mitigating measures and development standards may not offset these burdens in relation to project benefits. The number of and/or salary for the new jobs may not reach the level of living wage and combined with local housing costs, may mean workers have to travel some distance and generate additional trips to access jobs in the development. Property value increases associated with the development itself may be lower than



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expected with tax revenue increases also lower. Property value increases on adjoining properties could also be higher than expected and could further exacerbate challenges associated with the affordability of housing.

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

The department plans to evaluate construction process and monitor impacts before, during and after development, including stormwater and traffic. The department will continue to use the REAL and pocket questions in relation to consideration and implementation of policies in the town's comprehensive plan, *Carrboro Connects*.



Agenda Item Abstract

File Number: 24-104

**Agenda Date:** 5/21/2024  
**In Control:** Town Council  
**Version:** 1

**File Type:** Agendas

Request to Set a Public Hearing on Land Use Ordinance Text Amendments Relating to Attendance Policies for Board and Commission Members

**PURPOSE:** The purpose of this agenda item is for the Town Council to set a public hearing to consider amendments to the Land Use Ordinance to revise language associated with advisory board and commission attendance policies and procedures.

**DEPARTMENT:** Planning

**CONTACT INFORMATION:** ; Patricia McGuire, Planning Director, 919-918-7327, pmcguire@carrboronc.gov; Christina Moon, Planning & Transportation Administrator, 919-918-7325, cmoon@carrboronc.gov; Duncan Dodson, Planner, 919-918-7340, ddodson@carrboronc.gov

**COUNCIL DIRECTION:**

Race/Equity  Climate  Comprehensive Plan  Other

Advisory boards and commissions are regulated by provisions of the Town Code, Chapter 3 and 15, the Land Use Ordinance. The Town Council has also maintained guidelines and procedures associated with board appointments and meetings for some time. Race and Equity pocket questions are included as Attachment E.

**INFORMATION:**

In March 2023, the Town Council directed staff to update notification processes associated with attendance requirements for advisory boards and commissions. In May 2023, The Town Council held a public hearing to consider amendment related to attendance for boards and commissions regulated by the Land Use Ordinance. Parallel changes for advisory boards and commissions regulated by the Town Code were on that same evening’s agenda. After consideration of the items, Town Council referred the following comments back to staff to address and bring forward at a later meeting: 1) that membership termination would be enacted by the Town Clerk, and 2) that members would have excused absences instead of absences.

The draft ordinance has been revised in response to Town Council direction (Attachment B). The draft ordinance makes these changes to Land Use Ordinance provisions for the following boards and commissions:

- Planning Board
- Northern Transition Area Advisory Commission
- Environmental Advisory Board

- Appearance Commission
- Board of Adjustment

Parallel changes to similar provisions in the Town Code for advisory boards and commissions will be included as an amendment to the Town Code, Chapter 3 on the agenda for the Oct 11<sup>th</sup> meeting. In 2023, per the direction from the Town Council, the draft Town Code amendment was sent to applicable advisory boards for review.

A resolution setting a public hearing for October 11th and referring the draft ordinance for advisory board and Orange County review is included as Attachment A. The resolution also refers the Town Code amendment to applicable boards and commissions.

**FISCAL IMPACT:** There are minimal fiscal impacts associated with setting a public hearing.

**RECOMMENDATION:** The Town Manager recommends that the Town Council approve the resolution setting a public hearing for October 11, 2024, and referring the draft ordinance to advisory boards and Orange County for review and the Town Code amendment to applicable boards and commissions.

A RESOLUTION SETTING A PUBLIC HEARING ON LAND USE ORDINANCE TEXT AMENDMENTS RELATING TO ATTENDANCE POLICIES FOR BOARD AND COMMISSION MEMBERS

WHEREAS, the Town of Carrboro reviews and updates regulatory requirements and standards found in the Land Use Ordinance, and

WHEREAS, the Town Council has directed that attendance policies and procedures for boards and commissions be made uniform, and

WHEREAS, the Town Council has directed that membership termination be enacted by the Clerk instead of the Chair, and

WHEREAS, the Town Council has directed that members of board and commissions shall have excused absences.

NOW THEREFORE, BE IT HEREBY RESOLVED that the Town Council sets a public hearing for October 11, 2024, on a draft ordinance amending the attendance policies and procedures for boards and commissions.

BE IT FURTHER RESOLVED that the draft ordinance amending Chapter 15, Land Use Ordinance, is referred to the following Town of Carrboro advisory boards and commissions:

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Appearance Commission        | <input type="checkbox"/> Recreation and Parks Commission             |
| <input type="checkbox"/> Transportation Advisory Board           | <input type="checkbox"/> Northern Transition Area Advisory Committee |
| <input checked="" type="checkbox"/> Environmental Advisory Board | <input type="checkbox"/> Affordable Housing Advisory Commission      |
| <input type="checkbox"/> Economic Sustainability Commission      | <input checked="" type="checkbox"/> <u>Board of Adjustment</u>       |

BE IT FURTHER RESOLVED that the draft ordinance amending Chapter 3, Administration, is referred to the following Town of Carrboro advisory boards and commissions:

- |  |   |
|--|---|
| <input type="checkbox"/> Appearance Commission                         | <input checked="" type="checkbox"/> Recreation and Parks Commission             |
| <input checked="" type="checkbox"/> Transportation Advisory Board      | <input checked="" type="checkbox"/> Northern Transition Area Advisory Committee |
| <input type="checkbox"/> Environmental Advisory Board                  | <input checked="" type="checkbox"/> Affordable Housing Advisory Commission      |
| <input checked="" type="checkbox"/> Economic Sustainability Commission | <input type="checkbox"/> _____  |

This is the 21st day of May in the year 2024.

AN ORDINANCE AMENDING THE CARRBORO LAND USE ORDINANCE RELATING  
TO ATTENDANCE POLICIES FOR BOARDS AND COMMISSIONS

**\*\*DRAFT 5-6-2024\*\***

THE CARRBORO TOWN COUNCIL ORDAINS:

Section 1. Section 15-21 (Appointment and Terms of Planning Board Members) of the Carrboro Land Use ordinance is amended by revising subdivision (e)(2) to read as follows:

(2) Members shall be removed if they are absent for three consecutive meetings or if they miss more than thirty 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.

Section 2. Section 15-29(Appointment and Terms of Board of Adjustment) is amended by revising subdivision (d)(2) to read as follows:

(2) Members shall be removed if they are absent for three consecutive meetings or if they miss more than thirty 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..

Section 3. Section 15-42 (Appointment and Terms of Appearance Commission) is amended by revising subdivision (c)(2) to read as follows:

(2) Members shall be removed if they are absent for three consecutive meetings or if they miss more than thirty 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.

Section 4. Section 15-45 (Appointment and Terms of Environmental Advisory Board) is amended by revising subdivision (c)(2) to read as follows:

(2) Members shall be removed if they are absent for three consecutive meetings or if they miss more than thirty 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.

Section 5. This ordinance shall become effective upon adoption.

AN ORDINANCE AMENDING THE CARRBORO LAND USE  
ORDINANCE RELATING TO ATTENDANCE POLICIES FOR  
BOARDS AND COMMISSIONS

\*\*DRAFT 5-6-2024\*\*

THE CARRBORO TOWN COUNCIL HEREBY ORDAINS:

Section 1. Section 3.7 (Human Services Advisory Commission Established) of the Carrboro Town Code is amended by revising subdivision (b)(2) to read as follows:

(1) The chairperson or staff liaison shall file or cause to be filed with the Town Clerk an attendance report after each meeting identifying those members who were present or absent.

~~(2) Unless the chairperson waives the requirement, M~~members shall be removed if they are absent from ~~meetings~~ have three (3) unexcused absences, three consecutive meetings or if they miss more than thirty percent of the meetings during a twelve-month period. ~~The Town Clerk shall notify the chairperson in writing as soon as a member becomes subject to removal under this section. The chairperson will have ten days after receipt of such notice to waive the removal. If the chairperson fails to notify the Town Clerk in writing within ten days after receipt of such notice that the automatic removal requirement should be waived,~~ If the member is to be removed, the Town Clerk will send a removal notice to the member. This removal shall be effective on the date of such notice.

Section 2. Section 3-24 (Transportation Advisory Board Established) of the Carrboro Town Code is amended by revising subdivision (b) to read as follows:

(1) The chairperson or staff liaison shall file or cause to be filed with the Town Clerk an attendance report after each meeting identifying those members who were present or absent.

~~(2) Unless the chairperson waives the requirement, M~~members shall be removed if they are absent from ~~meetings~~ have three (3) unexcused absences, three consecutive meetings or if they miss more than thirty percent of the meetings during a twelve-month period. ~~The Town Clerk shall notify the chairperson in writing as soon as a member becomes subject to removal under this section. The chairperson will have ten days after receipt of such notice to waive the removal. If the chairperson fails to notify the Town Clerk in writing within ten days after receipt of such notice that the automatic removal requirement should be waived,~~ If the member is to be removed, the Town Clerk will send a removal notice to the member. This removal shall be effective on the date of such notice.

Section 3. Section 3-24.3 (Economic Sustainability Commission Established) of the Carrboro Town Code is amended by revising subdivision (d) to read as follows:

- (1) The chairperson or staff liaison shall file or cause to be filed with the Town Clerk an attendance report after each meeting identifying those members who were present or absent.
- (2) ~~Unless the chairperson waives the requirement, M~~members shall be removed if they are absent from ~~have three (3) unexcused absences, three consecutive meetings~~ or if they miss more than thirty percent of the meetings during a twelve-month period. ~~The Town Clerk shall notify the chairperson in writing as soon as a member becomes subject to removal under this section. The chairperson will have ten days after receipt of such notice to waive the removal. If the chairperson fails to notify the Town Clerk in writing within ten days after receipt of such notice that the automatic removal requirement should be waived,~~ **If the member is to be removed**, the Town Clerk will send a removal notice to the member. This removal shall be effective on the date of such notice.

Section 4. Section 3-24.7 (Greenways Commission Established) of the Carrboro Town Code is amended by revising subdivision (d) to read as follows:

- (1) The chairperson or staff liaison shall file or cause to be filed with the Town Clerk an attendance report after each meeting identifying those members who were present or absent.
- (2) ~~Unless the chairperson waives the requirement, M~~members shall be removed if they are absent from ~~have three (3) unexcused absences, three consecutive meetings~~ or if they miss more than thirty percent of the meetings during a twelve-month period. ~~The Town Clerk shall notify the chairperson in writing as soon as a member becomes subject to removal under this section. The chairperson will have ten days after receipt of such notice to waive the removal. If the chairperson fails to notify the Town Clerk in writing within ten days after receipt of such notice that the automatic removal requirement should be waived,~~ **If the member is to be removed**, the Town Clerk will send a removal notice to the member. This removal shall be effective on the date of such notice.

Section 5. Section 3-24.14 (Carrboro Affordable Housing Advisory Commission Established) of the Carrboro Town Code is amended by revising subdivision (f)(3)(c) to read as follows:

- c. ~~Unless waived by the chairperson, A~~all members shall be removed if they are absent ~~without prior notice~~ from three consecutive Commission meetings or if they miss more than thirty percent of the meetings during a twelve-month period. ~~The Town Clerk shall notify the chairperson in writing as soon as a member becomes subject to removal under this Section. The chairperson will have ten days after receipt of such notice to~~

~~waive the removal. If the chairperson fails to notify the Town Clerk in writing within ten days after receipt of such notice, then the Town Clerk will send a removal notice to the Commission member. This removal shall be effective of such notice.~~

Section 6. Section 3-24.15 (Carrboro Stormwater Advisory Commission Established) of the Carrboro Town Code is amended by revising subdivision (f)(3)(c) to read as follows:

~~c. Unless waived by the chairperson Person, A~~all members shall be removed if they are absent ~~without prior notice~~ from three consecutive Commission meetings or if they miss more than thirty percent of the meetings during a twelve-month period. ~~The Town Clerk shall notify the chairperson in writing as soon as a member becomes subject to removal under this Section. The chairperson will have ten days after receipt of such notice to waive the removal. If the chairperson fails to notify the Town Clerk in writing within ten days after receipt of such notice, then the Town Clerk will send a removal notice to the Commission member. This removal shall be effective of such notice.~~

Section 7 Section 3-24.16 (Climate Action Team) of the Carrboro Town Code is amended by revising subdivision (b) that read as follows:

(1) The chairperson or staff liaison shall file or cause to be filed with the Town Clerk an attendance report after each meeting identifying those members who were present or absent.

~~(2) Unless the chairperson waives the requirement, M~~members shall be removed if they are absent from ~~have three (3) unexcused absences, three consecutive meetings~~ or if they miss more than thirty percent of the meetings during a twelve-month period. ~~The Town Clerk shall notify the chairperson in writing as soon as a member becomes subject to removal under this section. The chairperson will have ten days after receipt of such notice to waive the removal. If the chairperson fails to notify the Town Clerk in writing within ten days after receipt of such notice that the automatic removal requirement should be waived, If the member is to be removed,~~ the Town Clerk will send a removal notice to the member. This removal shall be effective on the date of such notice.

Section 8. Section 3-27 (Recreation and Parks Commission) of the Carrboro Town Code is amended by revising subdivision (c)(2) to read as follows:

(c) Commission members may be removed as follows:

(1) (1) The chairperson or staff liaison shall file or cause to be filed with the Town Clerk an attendance report after each meeting identifying those members who were present or absent.

~~(2) Unless the chairperson waives the requirement, M~~members shall be removed if they are absent from ~~have three (3) unexcused absences, three consecutive meetings~~ or if they miss more than thirty percent of the meetings during a twelve-month period. ~~The Town Clerk shall notify the chairperson in writing as soon as a member becomes subject to removal under this section. The chairperson will have ten days after receipt of such notice to waive the removal. If the chairperson fails to notify the Town Clerk in writing within ten days after receipt of such notice that the automatic removal requirement should be waived,~~ **If the member is to be removed,** the Town Clerk will send a removal notice to the member. This removal shall be effective on the date of such notice.

Section 9 Section 3-41 (Arts Committee Established) of the Carrboro Town Code is amended by revising subdivision (c)(2) to read as follows:

(c) Regular members may be removed as follows:

(1) **The chairperson or staff liaison shall file or cause to be filed with the Town Clerk an attendance report after each meeting identifying those members who were present or absent.**

~~(2) Unless the chairperson waives the requirement, M~~members shall be removed if they are absent from ~~have three (3) unexcused absences, three consecutive meetings~~ or if they miss more than thirty percent of the meetings during a twelve-month period. ~~The Town Clerk shall notify the chairperson in writing as soon as a member becomes subject to removal under this section. The chairperson will have ten days after receipt of such notice to waive the removal. If the chairperson fails to notify the Town Clerk in writing within ten days after receipt of such notice that the automatic removal requirement should be waived,~~ **If the member is to be removed,** the Town Clerk will send a removal notice to the member. This removal shall be effective on the date of such notice.

Section 10. Section 3-46 (Racial Equity Commission Established) of the Carrboro Town Code is amended by a new subdivision (d) that reads as follows:

(d) Commission members may be removed as follows:

(1) The chairperson **or staff liaison** shall file or cause to be filed with the Town Clerk an attendance report after each meeting identifying those members who were present or absent.

(2) **M**members shall be removed if they have three (3) unexcused absences absent from three consecutive meetings or if they miss more than thirty percent of the meetings during a twelve-month period. This removal notice shall be effective on the date of such notice.

Section 11. This ordinance shall be effective upon adoption.

AN ORDINANCE AMENDING THE CARRBORO TOWN CODE  
RELATING TO ATTENDANCE POLICIES FOR BOARDS AND  
COMMISSIONS

**\*\*DRAFT 5-6-2024\*\***

THE CARRBORO TOWN COUNCIL HEREBY ORDAINS:

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Section 3. Section 3-24.3 (Economic Sustainability Commission Established) of the Carrboro Town Code is amended by revising subdivision (d) to read as follows:

- (1) The chairperson or staff liaison shall file or cause to be filed with the Town Clerk an attendance report after each meeting identifying those members who were present or absent. Members shall be removed if they have three (3) unexcused absences, or if they miss more than thirty percent of the meetings during a twelve-month period. If the member is to be removed, the Town Clerk will send a removal notice to the member. This removal shall be effective on the date of such notice.

Section 4. Section 3-24.7 (Greenways Commission Established) of the Carrboro Town Code is amended by revising subdivision (d) to read as follows:

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Section 5. Section 3-24.14 (Carrboro Affordable Housing Advisory Commission Established) of the Carrboro Town Code is amended by revising subdivision (f)(3)(c) to read as follows:

- c. All members shall be removed if they are absent from three consecutive Commission meetings or if they miss more than thirty percent of the meetings during a twelve-month period. This removal shall be effective of such notice.

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- (c) Commission members may be removed as follows:

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Section 10. Section 3-46 (Racial Equity Commission Established) of the Carrboro Town Code is amended by a new subdivision (d) that reads as follows:

(d) Commission members may be removed as follows:

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Section 11. This ordinance shall be effective upon adoption.

## **Race and Equity Pocket Questions**

### **Title and purpose of this initiative:**

Request to Set Legislative Public Hearing Relating to the Text of the Carrboro Land Use Ordinance. The purpose of this agenda item is to request the Town Council consider setting a public hearing on text amendments to the Land Use Ordinance relating to attendance policies for advisory boards and commissions.

**Department:** Planning

### **What are the racial and equity impacts?**

Lack of representation, including on elected and appointed boards (advisory boards also provide comments for items that are considered by the Town Council at public hearings) by persons of color, persons of a range of incomes and life experiences can reduce participation. This may be especially prevalent for those who do not learn about these types of processes and/or are unable to participate in meetings. Without such involvement, there is a risk that decisions might be made without considering these points of view.

### **Who is or will experience community burden?**

Persons who may have difficulty finding the time to learn about a proposal, attend meetings, have understanding and/or experiences about such public process, including how and when to provide input, and to whom may experience burdens related to this type of governmental action. Such persons could include but not be limited to shift workers and people who have limited time, people who experience barriers to accessing information in English, via digital platforms, people who utilize shared transportation choices, have children or others for whom they are responsible and/or children. It also takes time to learn about land use and development-related process and to reach a comfort level to participate.

### **Who is or will experience community benefit?**

The public hearing process requires that these types of legislative decisions occur in a public form and that the community can comment before a decision is made. Beneficiaries include those who are able/available to and do participate in these ways and those who support or see no negative effects from the changes, and those who experience improved living, working and related conditions because of the amendments to Town regulations. Staff has identified these changes as needed to revise provisions, so they are clearer to all users, provide definitions and better match provisions in the North Carolina Administrative Code.

### **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 who 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. Disparate access to education, which in turn affects economic outcomes, as well as historical barriers to participation in government actions and processes for community members based on race, ethnicity, age, and other characteristics can lead to undue burden.

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

The public hearing process is intended to provide a way for community members to learn about a proposal and provide input in a public setting. Even with published notice and social media releases, some people may not learn of a proposed amendment to the Land Use Ordinance in time to provide input

and/or feel that that they understand the project and/or approval process enough to fully participate. The Planning Department has nearly completed a REAL for the text amendment process.

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

The department will continue to review and modify the ways in which planning processes are scoped and carried out. The department will work to prevent and remove requirements that result in new or perpetuate existing disparities based on race. The department will continue to evaluate the environmental justice and equity tools used in these processes to determine if they assist with improving and expanding engagement beyond the requirements associated with state law and the Town's authority to adopt and amend its land use regulations.



## Agenda Item Abstract

**File Number:** 24-109

**Agenda Date:** 5/21/2024  
**In Control:** Town Council  
**Version:** 1

**File Type:** Agendas

Resolution to Support Bicycle Friendly Community Application

**PURPOSE:** The Town of Carrboro is scheduled to submit an application to the League of American Bicycles to maintain its status as a Bicycle Friendly Community in June 2024. Communities are encouraged to include letters of support as part of application materials. A resolution for the Town Council to express its ongoing support of the Town’s status as a Bicycle Friendly Community has been prepared for the Council’s consideration.

**DEPARTMENT:** Planning

**CONTACT INFORMATION:** Christina Moon, Planning & Transportation Administrator, 919-918-7325, [cmoon@carrboronc.gov](mailto:cmoon@carrboronc.gov) <<mailto:cmoon@carrboronc.gov>>; Patricia McGuire, Planning Director, 919-918-7327, [pmcguire@carrboronc.gov](mailto:pmcguire@carrboronc.gov) <<mailto:pmcguire@carrboronc.gov>>.

**COUNCIL DIRECTION:**

Race/Equity  Climate  Comprehensive Plan  Other

Continued participation in the Bicycle Friendly Community program supports the Town’s interest in equity and accessibility and promotes alternative transportation choices that further the Town climate action goals and implements the adopted transportation bicycle plan as reaffirmed in the Comprehensive Plan. Racial Equity Pocket Questions have been provided as *Attachment B*.

**INFORMATION:** The League of American Bicyclist’s Bicycle Friendly Community program is designed to provide communities with a roadmap for making bicycling a safe and viable travel choice for all residents. The Town of Carrboro has participated in the League of American Bicycle’s Bicycle Friendly Community (BFC) program since 2006. The Town was awarded silver status in 2015 and was at the time was the first community in North Carolina to receive silver-level or higher status in the community program. The program is structured such that awards remain valid for four years; participating communities must reapply every four years to remain in good standing. Awards levels range from Platinum, Gold, Silver, and Bronze. The Town of Carrboro is scheduled to reapply in June 2024. Communities are encouraged to include letters of support as part of application materials. A resolution of support has been prepared for the Council’s consideration.

Of note, the Bicycle Friendly Community program use the 5E framework as noted below:

- Equity & Accessibility: A Bicycle Friendly America for everyone
- Engineering: Creating safe and convenient places to ride and park
- Education: Giving people of all ages and abilities the skills and confidence to ride
- Encouragement: Creating a strong bike culture that welcomes and celebrates bicycling
- Evaluation & Planning: Planning for bicycling as a safe and viable transportation option.

For additional information, please see the following link: <https://bikeleague.org/bfa/5-es/>.

**FISCAL IMPACT:** The are no fiscal impacts associated with the consideration with this item. Staff time is

necessary for the preparation of the application.

**RECOMMENDATION:** Staff recommends that the Town Council approve the resolution provided as *Attachment A*.

A RESOLUTION IN SUPPORT OF A 2024 BICYCLE FRIENDLY  
COMMUNITY APPLICATION

WHEREAS, The League of American Bicyclists was founded in 1880; and

WHEREAS, The League's Bicycle Friendly America program provides a roadmap for community leaders and local advocates to build places that are more welcoming to people who bike; and

WHEREAS, the Bicycle Friendly America program is a tool for states, communities, businesses, and universities to make bicycling a real transportation and recreation option for all people and it recognizes those doing it well; and

WHEREAS, the Town has a long history of developing bicycle facilities and included a Transportation and Mobility chapter in its policy document, the 2022-2042 Comprehensive Plan, *Carrboro Connects*, with goals, strategies and projects that implement the Town's bicycle plan, by completing missing links in the bicycle network, identifying new infrastructure projects and amending the Carrboro Land Use Ordinance with new provisions relating to Complete Streets and bicycle parking; and

WHEREAS, the Town has been working with the North Carolina Department of Transportation, Carrboro Police Department and local advocates to identify strategies for implementing a Slow Zone in the downtown area since 2012; and

WHEREAS, the Town Council adopted a Vision Zero Initiative in November 2023; and

WHEREAS, the Town was awarded a FY 2024 Safe Routes to School non-infrastructure grant to update its adopted Safe Routes to School Strategic Plan to include more local schools, and is focused on strategies to allow children to walk and bike to school to promote active living at a young age; and

WHEREAS, the Town of Carrboro was recognized by the League of American Bicyclists as the first silver level Bicycle Friendly Community in the state of North Carolina, and desires to achieve gold status; and

NOW, THEREFORE, BE IT RESOLVED by the Carrboro Town Council that the Council endorses the Town's 2024 Bicycle Friendly Community application and endeavors to implement the policies and infrastructure necessary to make Carrboro a community where bicycling is always a travel option regardless of age and ability.

This the 21<sup>st</sup> day of May, 2024.

## **Race and Equity Pocket Questions**

### **Title and purpose of this initiative:**

Resolution in Support of Bicycle Friendly Community's Application.

**Department:** Planning

### **What are the racial and equity impacts?**

The League of American Bicyclist's Bicycle Friendly Community program is designed to provide communities with a roadmap for making bicycling a safe and viable travel choice for all residents. According to 2020 Census data, 4% of Carrboro residents have no motor vehicle available, that number increases to 9% for the BIPOC community members. A 2022 report by the American Journal of Preventive Medicine reported sharp disparities for transportation related fatalities based on race or ethnic origin: 75% higher rate for passenger vehicle fatality for non-Hispanic Blacks than non-Hispanic whites, 118% higher rate for pedestrian fatality and 384% higher rate for cycling fatality.<sup>1</sup> Improving bicycling facilities benefits all community members, but the benefits may be greater for the BIPOC community considering the likely correlation that BIPOC members may be more likely to bicycle for transportation because a car is not available and are more likely to be involved in an accident associated with cycling per the American Journal of Preventive Medicine study.

### **Who is or will experience community burden?**

No community burden is anticipated. The Town is currently a Silver level Bicycle Friendly Community. There are not specific requirements/enforcement relating to participation. Communities need to re-apply every four years to remain in good standing.

### **Who is or will experience community benefit?**

As noted above, all residents benefit from a community with robust bicycling infrastructure that allows bicycling and rolling to be a safe and available transportation and recreation option. For people who do not have access to a vehicle and/or who are unable to drive and therefore bicycle or roll out of necessity, safe and accessible bicycle infrastructure is even more important. In addition, the Bicycle Friendly Community program use the 5E framework: Equity and Accessibility, Engineering, Education, Encouragement and Evaluation and Planning (<https://bikeleague.org/bfa/5-es/>).

### **What are the root causes of inequity?**

Inequity can occur from a combination of structural racism in government and governmental processes, including not having a seat at the table. Lack of information about transportation projects and processes, a conform and concerns about possible including the collection of traffic counts.

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<sup>1</sup> [Disparities in Activity and Traffic Fatalities by Race/Ethnicity - American Journal of Preventive Medicine \(ajpmonline.org\)](https://ajpmonline.org); [Motor Vehicle Fatality Disparities by Race or Ethnic Origin - Injury Facts \(nsc.org\)](https://www.nsc.org)



TOWN OF CARRBORO • NC  
FACING RACE, EMBRACING EQUITY

Working individuals, particularly shift workers, families with young children or caregivers may find it difficult to attend public meetings, may be reticent to speak in a public setting and may have an overall distrust in government.

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

The Bicycle Friendly Community program is an honorary recognition program; participation is voluntary. It's possible that staff efforts toward programs in the BFC program may mean that staff are not available to do other activities. However, participation may lead to more people cycling and/or walking.

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

As noted in the 5E framework, the Bicycle Friendly Community program includes Equity and Accessibility as one of the essential elements. Ensuring that programs and infrastructure are made available for all neighborhoods and communities will be an essential part of the success of the program.



Agenda Item Abstract

File Number: 24-112

Agenda Date: 5/21/2024  
In Control: Town Council  
Version: 1

File Type: Consent Agenda

Independent Audit Contract Final Payment for FY 2023 and Contract for FY 2024

**PURPOSE:** The purpose of this item is to both finalize payment for services completed by FORVIS, LLP as an independent auditor to the Town of Carrboro for FY 2023, including audit services, explanation of findings, and preparation of financial statements; additionally, this item serves to award a contract for the Town’s annual independent audit for the fiscal year ending June 30, 2024 to FORVIS, LLP

**DEPARTMENT:** Finance

**CONTACT INFORMATION:** Bret Greene, Finance Director (919) 918-7439, bgreene@carrboronc.gov

**COUNCIL DIRECTION:**

Race/Equity  Climate  Comprehensive Plan  Other

The Town is obligated by the State to contract an independent audit of the town’s financials annually. The purpose of this agenda item is to both officially complete the town’s obligation related to services rendered by FORVIS, LLP for the audit for FY 2023 as well as to award the contract for the FY 2024 independent audit of the town’s financials to FORVIS, LLP.

**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 Town issued an RFP for audit services in FY 2022 and received only one response. Town staff does not recommend issuing an RFP for FY 2024 but plans to do so for FY 2025. The reason for this recommendation is multi-faceted and includes lack of availability of reputable independent audit firms available for North Carolina municipalities and an established track record established by Dixon Hughs Goodman LLP (now FORVIS, LLP) for services provided to the Town of Carrboro. Their work has been professional, timely and at reasonable costs. The audit cost proposed by FORVIS, LLP. for fiscal year ending June 30, 2024 is \$64,810 (down from \$76,250 for FY 2023). Depending upon the total expenditures of state and/or federal funds (i.e., Powell Bill Funds, federal grants, etc.), the Town may be required to have one or more single audits prepared. The cost for the audit includes additional audits for up to 2 major programs (\$5,000 expense for the Town in FY 2023). The additional cost for preparation of annual financial statements is \$7,500, unchanged from FY 2023. The total cost for the FY 2024 audit and financial statements is quoted as \$64,810, details attached.

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.

(Note: In 2022 the Town issued RFP for Audit Services for fiscal year ending 2022 through 2024 and received only one response from its current audit firm, FORVIS, LLP formerly Dixon Hughes Goodman LLP).

**FISCAL IMPACT:**

For FY 2023, FORVIS incurred additional expenses to complete the independent audit, included as attachments. The cost of the audit was originally projected to be \$57,930. The final invoiced amount for the audit(s) and preparation of financial statements is \$76,250. The overage was a direct result of additional hours incurred in excess of the original quote by FORVIS, LLC, and is not anticipated to occur in the FY 2024 audit with current resources available to the Town. The overage requires mayoral signature and LGC approval prior to payment. This payment (with funds available in the Finance Department Operational Budget) will complete the FY 2023 audit formally presented to Council on January 9, 2024 with response to findings formally presented March 9, 2024.

The total cost for FY24 audit and financial statement preparation with no more than two single audits will not exceed \$64,810. However, if more than two major programs require a single audit, the cost will need to be adjusted. Funds for the annual audit and financial statement preparation are included in the Finance Department's General Fund operating budget. The anticipated completion date for the FY 2024 audit is October 31, 2024.

**RECOMMENDATION:**

That the Council approve: 1) Payment to FORVIS, LLP for the amount of \$26,430.42 for services related to completion of the independent audit for the Town of Carrboro for FY 2023; 2) award a contract to FORVIS, LLP for a total cost not to exceed \$64,810 to perform independent audit, up to two program single audits, and annual financial statements for the fiscal year ending June 30, 2024; and 3) authorize the Mayor and Town Manager to execute the Contract to Audit Accounts (form LGC-205 or equivalent), engagement letter and/or additional items not addressed in the LGC-205. The continuation of FORVIS as independent auditor in subsequent fiscal years will be based on negotiation of scope of work and costs with approval by the Town Council and LGC.

Whereas	Primary Government Unit
and	Discretely Presented Component Unit (DPCU) (if applicable)
and	Auditor

entered into a contract in which the Auditor agreed to audit the accounts of the Primary Government Unit and DPCU (if applicable)

for Fiscal Year Ending  and originally to be submitted to the LGC on Date

hereby agree that it is now necessary that the contract be modified as follows.

Modification to date submitted to LGC	Original date	Modified date
	Original fee	Modified fee
Modification to fee		

Primary Other  
(choose 1)(choose 0-2)

**Reason(s) for Contract Amendment**

- Change in scope
- Issue with unit staff/turnover/workload
- Issue with auditor staff/turnover/workload
- Third-party financial statements not prepared by agreed-upon date
- Unit did not have bank reconciliations complete for the audit period
- Unit did not have reconciliations between subsidiary ledgers and general ledger complete
- Unit did not post previous years adjusting journal entries resulting in incorrect beginning balances in the general ledger
- Unit did not have information required for audit complete by the agreed-upon time
- Delay in component unit reports
- Software - implementation issue
- Software - system failure
- Software - ransomware/cyberattack
- Natural or other disaster
- Other (please explain)

**Plan to Prevent Future Late Submissions**

If the amendment is submitted to modify the date the audit will be submitted to the LGC, please indicate the steps the unit and auditor will take to prevent late filing of audits in subsequent years. Audits are due to the LGC four months after fiscal year end. Indicate NA if this is an amendment due to a change in cost only.

**Additional Information**

Please provide any additional explanation or details regarding the contract modification.

**By their signatures on the following pages, the Auditor, the Primary Government Unit, and the DPCU (if applicable), agree to these modified terms.**

**SIGNATURE PAGE**

**AUDIT FIRM**

Audit Firm*	
Authorized Firm Representative* (typed or printed)	Signature*
Date*	Email Address

**GOVERNMENTAL UNIT**

Governmental Unit*	
Date Primary Government Unit Governing Board Approved <b>Amended</b> Audit Contract* (If required by governing board policy)	
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**  
**\*ONLY REQUIRED IF FEES ARE MODIFIED IN THE AMENDED CONTRACT\***  
*(Pre-audit certificate not required for hospitals)*

Required by G.S. 159-28(a1) or G.S. 115C-441(a1)

*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.*

Primary Governmental Unit Finance Officer*	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 <b>Amended Audit Contract</b> <small>(If required by governing board policy)</small>	
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**  
**\*ONLY REQUIRED IF FEES ARE MODIFIED IN THE AMENDED CONTRACT\***  
*(Pre-audit certificate not required for hospitals)*

Required by G.S. 159-28(a1) or G.S. 115C-441(a1)

*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.*

DPCU Finance Officer (typed or printed)	Signature
Date of Pre-Audit Certificate	Email Address

The of and	Governing Board Town Council
	Primary Government Unit Town of Carrboro, North Carolina
	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 FORVIS, LLC
	Auditor Address 1829 Eastchester Drive, High Point, NC 27265

*Hereinafter referred to as Auditor*

for	Fiscal Year Ending 06/30/2023	Date Audit Will Be Submitted to LGC 10/31/23
-----	----------------------------------	---

*Must be within four 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 be subjected 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. The Auditor shall perform the audit in accordance with *Government Auditing Standards (GAGAS)* if the Governmental Unit expended \$100,000 or more in combined Federal and State financial assistance during the reporting period. The auditor shall perform a Single Audit if required by Title 2 US Code of Federal Regulations Part 200 *Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart F* (Uniform Guidance) or the State Single Audit Implementation Act. 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), it is recommended that the Auditor and Governmental Unit(s) jointly agree, in advance of the execution of this contract, which party is responsible for submission of the audit and the accompanying data collection form to the Federal Audit Clearinghouse as required under the Uniform Guidance (§200.512).

Effective for audits of fiscal years beginning after June 30, 2023, the LGC will allow auditors to consider whether a unit qualifies as a State low-risk auditee based upon federal criteria in the Uniform Guidance §200.520(a), and (b) through (e) as it applies to State awards. In addition to the federal criteria in the Uniform Guidance, audits must have been submitted timely to the LGC. If in the reporting year, or in either of the two previous years, the unit reported a Financial Performance Indicator of Concern that the audit was late, then

the report was not submitted timely for State low-risk auditee status. 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 four 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.

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.

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, the Governing Board, and the Auditor.

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.

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). Financial statement preparation assistance 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/submitted-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.

**FEEES 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:

<b>Name:</b>	<b>Title and Unit / Company:</b>	<b>Email Address:</b>
Arche McAdoo	Finance Director	AMcAdoo@carrboronc.gov

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 FEES**

Primary Government Unit	Town of Carrboro, North Carolina
Audit Fee	\$ 50,430
<b>Additional Fees Not Included in Audit Fee:</b>	
Fee per Major Program	\$ 5,000 for up to 2 major programs
Writing Financial Statements	\$ 7,500
All Other Non-Attest Services	\$ N/A

**DPCU FEES (if applicable)**

Discretely Presented Component Unit	
Audit Fee	\$
<b>Additional Fees Not Included in Audit Fee:</b>	
Fee per Major Program	\$
Writing Financial Statements	\$
All Other Non-Attest Services	\$

## SIGNATURE PAGE

## AUDIT FIRM

Audit Firm* FORVIS, LLC	
Authorized Firm Representative (typed or printed)* Chad Cook, Director	Signature* 
Date* June 30, 2023	Email Address* Chad.Cook@forvis.com

## GOVERNMENTAL UNIT

Governmental Unit* Town of Carrboro, North Carolina	
Date Primary Government Unit Governing Board Approved Audit Contract* (G.S.159-34(a) or G.S.115C-447(a))	June 27, 2023
Mayor/Chairperson (typed or printed)* Damon Seils, Mayor	Signature* 
Date 6/27/2023	Email Address dseils@carrboronc.gov

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.*

Primary Governmental Unit Finance Officer* (typed or printed) Arche McAdoo, Finance Director	Signature* Arche L. McAdoo <small>Digitally signed by: Arche L. McAdoo DN: cn = Arche L. McAdoo email = amcadoo@townofcarrboro.org c = AD O = Town of Carrboro OU = Finance Officer Date: 2023.06.29 11:46:13 -0400</small>
Date of Pre-Audit Certificate* 6/29/2023	Email Address* AMcAdoo@carrboronc.gov

**SIGNATURE PAGE – DPCU  
(complete only if applicable)**

**DISCRETELY PRESENTED COMPONENT UNIT**

DPCU*	
Date DPCU Governing Board Approved Audit Contract* (Ref: G.S. 159-34(a) or G.S. 115C-447(a))	
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.*

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.

PRINT

# FORVIS

1829 Eastchester Drive / High Point, NC 27265  
D 336.889.5156 / F 336.889.6168  
forvis.com

June 26, 2023

Town Council and Management  
Town of Carrboro  
301 W. Main Street  
Carrboro, North Carolina 27510

We appreciate your selection of **FORVIS, LLP** as your service provider and are pleased to confirm the arrangements of our engagement in this contract. Within the requirements of our professional standards and any duties owed to the public, regulatory, or other authorities, our goal is to provide you an **Unmatched Client Experience**.

In addition to the terms set forth in this contract, including the detailed **Scope of Services**, our engagement is governed by the following, incorporated fully by this reference:

- Terms and Conditions Addendum

## Summary Scope of Services

As described in the attached **Scope of Services**, our services will include the following:

Town of Carrboro

- Audit Services for the year ended June 30, 2023

You agree to assume full responsibility for the substantive outcomes of the contracted services and for any other services we may provide, including any findings that may result.

You also acknowledge these services are adequate for your purposes, and you will establish and monitor the performance of these services to ensure they meet management's objectives. All decisions involving management responsibilities related to these services will be made by you, and you accept full responsibility for such decisions.

We understand you have designated a management-level individual(s) to be responsible and accountable for overseeing the performance of nonattest services, and you have determined this individual is qualified to conduct such oversight.

## Engagement Fees

Our fees will be based on time, skill, and resources, including our proprietary information required to complete the services. The fee for our services will be \$50,430 for the financial statement audit, plus \$7,500 for the writing of the financial statements, and \$5,000 for up to two major programs for purposes of the single audit.

Our pricing for this engagement and our fee structure are based upon the expectation that our invoices will be paid promptly. Payment of our invoices is due upon receipt. We will issue progress billings during the course of our engagement.

Our timely completion of services and the fees thereon depends on the assistance you provide us in accumulating information and responding to our inquiries. Inaccuracies or delays in providing this information or the responses may result in additional billings, untimely filings, or inability to meet other deadlines.

Our fees do not contemplate the following transactions or activities during the period of this engagement:

- Change in accounting principles
- Substantial doubt about the entity's ability to continue as a going concern
- Violation of covenants in debt arrangements
- Indications of fraudulent financial reporting or misappropriation of assets
- Derivatives accounted for under hedge accounting
- Quantitative impairment analysis of long-lived assets

If there are changes in circumstances where these or other conditions become known and significant additional time is necessary or additional services are requested, we reserve the right to revise our fees.

For the following items below, we will revise our fees through an amended contract when the additional time and cost required to complete (if necessary) are quantifiable:

- Audit hours in excess of 305 hours performed by the audit engagement team.
- Major programs tested for purposes of the single audit in excess of 2 major programs

## Assistance with New Standards

Assistance and additional time as a result of the adoption of the following new standards are not included within our standard engagement fees. These fees will be based on time expended and will vary based on the level of assistance and procedures required. We will revise our fees through an amended contract when the additional time and cost required to complete these procedures are quantifiable.

**Governmental Accounting Standards Board Statement No. 96, *Subscription-Based Information Technology Arrangements***, is effective for fiscal years beginning after June 15, 2022. Early application is encouraged.

Statement No. 96 addresses the accounting for the costs related to cloud computing agreements. Under this Statement, a government reports a subscription asset and subscription liability for agreements meeting the definition of a subscription-based information technology arrangement (SBITA) and to disclose essential information about the arrangement. We can assist you with the adoption by providing services which may include, but are not limited to:

- Assisting with changes required to adopt Statement No. 96, including:
  - Assisting with information gathering to develop an inventory of all SBITA agreements, service contracts, and other arrangements that may contain right-to-use IT assets
  - Recommending enhancements to existing controls and policies or suggesting new controls and policies to address Statement No. 96

- Documenting any changes from your previous lease recognition and reporting methods
- Drafting the required disclosures

The time it will take to perform the above assistance and our additional audit procedures relating to the adoption of the Statement, and any time to assist you with the adoption, may be minimized to the extent your personnel will be available to provide timely and accurate documentation and information as requested by us.

### Contract Agreement

Please sign and return this contract to indicate your acknowledgment of, and agreement with, the arrangements for our services including our respective responsibilities.

**FORVIS,LLP**

FORVIS, LLP

Acknowledged and agreed to as it relates to the entire contract, including the **Scope of Services** and **Terms and Conditions Addendum**, on behalf of Town of Carrboro.

BY: *Damon Seils*  
Damon Seils, Mayor

DATE: 06/27/2023

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

BY: Arche L. McAdoo  
Arche McAdoo, Finance Director

Digitally signed by: Arche L. McAdoo  
DN: CN = Arche L. McAdoo email = amcadoo@townofcarrboro.  
org C = AD O = Town of Carrboro OU = Finance Officer  
Date: 2023.06.29 11:49:05 -0400

DATE: 6/29/2023

### Scope of Services – Audit Services

We will audit the governmental activities, the business-type activities, each major fund, the discretely presented component unit, and the aggregate remaining fund information and related disclosures, which collectively comprise the basic financial statements for the following entity:

Town of Carrboro as of and for the year ended June 30, 2023

The audit has the following broad objectives:

- Obtaining reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error
- Expressing an opinion on the financial statements
- Issuing a report on your internal control over financial reporting and compliance and other matters based on the audit of your financial statements in accordance with *Government Auditing Standards*
- Expressing an opinion on your compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect to each of your major federal and state award programs in accordance with the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) and the State Single Audit Implementation Act
- Issuing a report on your internal control over compliance in accordance with the Uniform Guidance and the State Single Audit Implementation Act
- Issuing a report on your schedule of expenditures of federal and state awards

We will also express an opinion on whether Combining non-major fund statements; Budgetary schedules for all funds required to adopt a budget other than the General Fund, other major funds, and annually adopted major special revenue funds; Schedule of Ad Valorem Taxes Receivable; Analysis of Current Tax Levy; and Schedule of Interfund Transfers; and the Schedule of Expenditures of Federal and State Awards ("supplementary information") is fairly stated, in all material respects, in relation to the financial statements as a whole.

We will also provide you with the following nonattest services:

- Completing the auditee portion of the Form SF-SAC (Data Collection Form) through the Federal Audit Clearinghouse. We will not make the submission on your behalf. You will review a draft(s) of the submission prior to transmission and agree that you are solely responsible for approving the final draft for transmission as well as for the auditee submission and certification
- Preparing a draft of the financial statements and related notes
- Proposing for your review and approval the adjusting entries to convert your modified-accrual accounting records to full accrual-basis accounting records, for purposes of the government-wide financial statements.. Management is responsible for the propriety of the accrual adjustments
- Preparing a draft of supplementary information, including the schedule of expenditures of federal and state awards
- At the conclusion of the engagement, we will upload the audited financial statements and compliance reports on the North Carolina State Treasurer's website
- At the conclusion of the engagement, we will complete the applicable sections of the Data Input Worksheet, and upload to the North Carolina State Treasurer's website

You agree to assume all management responsibilities and to oversee the nonattest services we will provide by designating an individual possessing suitable skill, knowledge and/or experience. You acknowledge that nonattest services are not covered under *Government Auditing Standards*. You are responsible for:

- Making all management decisions and performing all management functions
- Evaluating the adequacy and results of the services performed
- Accepting responsibility for the results of such services
- Designing, implementing, and maintaining internal controls, including monitoring ongoing activities

Chad Cook is responsible for supervising the engagement and authorizing the signing of the report or reports. We plan to begin our audit work in July 2023, with a deadline for submission of the audited financial statements to the North Carolina Local Government Commission of October 31, 2023. If, for any reason, the deadline will not be met, we agree to notify the Town Council within 30 days of the deadline as to the reasons for the delay.

We will issue a written report upon completion of our audit, addressed to the following parties:

<b>Entity Name</b>	<b>Party Name</b>
Town of Carrboro	Town Council

You are responsible to distribute our reports to other officials who have legal oversight authority or those responsible for acting on audit findings and recommendations, and to others authorized to receive such reports.

The following apply for the audit services described above:

**Our Responsibilities** We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (GAAS), the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the State Single Audit Implementation Act, and the Uniform Guidance. Those standards require that we plan and perform:

- The audit of the financial statements to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether caused by fraud or error
- The audit of compliance to obtain reasonable rather than absolute assurance about whether the entity complied with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on a major federal award program

We will exercise professional judgment and maintain professional skepticism throughout the audit.

We will identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion.

We will obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

We will also conclude, based on audit evidence obtained, whether there are

conditions or events, considered in the aggregate, that raise substantial doubt about the entity's ability to continue as a going concern for a reasonable period of time.

We will identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the entity's compliance with compliance requirements subject to audit and performing such other procedures as the auditor considers necessary in the circumstances

We will obtain an understanding of the entity's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance, regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that the auditor identified during the audit.

#### **Limitations & Fraud**

Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit that is planned and conducted in accordance with GAAS will always detect a material misstatement when it exists or material noncompliance with federal or state award programs 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 made by a reasonable user based the financial statements. 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.

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, misrepresentations, or the override of internal control.

Noncompliance with compliance requirements is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the entity's compliance with the requirements of the federal programs as a whole.

Our understanding of internal control is not for the purpose of expressing an opinion on the effectiveness of your internal control. However, we will communicate to you in writing any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we identify during the audit.

We are available to perform additional procedures with regard to fraud detection and prevention at your request, subject to completion of our normal engagement acceptance procedures. The actual terms and fees of such an engagement would be documented in a separate contract to be signed by you and FORVIS.

#### **Opinion**

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 opinion, add an emphasis-of-matter paragraph or other-matter paragraph(s) to our auditor's report, or if necessary, decline to express an opinion or withdraw from the engagement.

If we discover conditions that may prohibit us from issuing a standard report, we will notify you. In such circumstances, further arrangements may be necessary to continue our engagement.

## Your Responsibilities

Management and, if applicable, those charged with governance acknowledge and understand their responsibility for the accuracy and completeness of all information provided and for the following:

- **Audit Support** – to provide us with:
  - Unrestricted access to persons within the entity or within components of the entity (including management, those charged with governance and component auditors) from whom we determine it necessary to obtain audit evidence
  - Information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, including access to information relevant to disclosures
  - Information about events occurring or facts discovered subsequent to the date of the financial statements, of which management may become aware, that may affect the financial statements
  - Information about any known or suspected fraud affecting the entity involving management, employees with significant role in internal control and others where fraud could have a material effect on the financials
  - Identification and provision of report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented
  - Additional information that we may request for the purpose of the audit
- **Internal Control and Compliance** – for the:
  - Design, implementation, and maintenance of internal control relevant to compliance with laws and regulations and the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error
  - Alignment of internal control to ensure that appropriate goals and objectives are met; that management and financial information is reliable and properly reported; and that compliance with and identification of the laws, regulations, contracts, grants, or agreements (including any federal or state award programs) applicable to the entity's activities is achieved
  - Remedy, through timely and appropriate steps, of fraud and noncompliance with provisions of laws, regulations, contracts or other agreements reported by the auditor
  - Establishment and maintenance of processes to track the status and address findings and recommendations of auditors
- **Accounting and Reporting** – for the:
  - Maintenance of adequate records, selection and application of accounting principles, and the safeguard of assets
  - Adjustment of the financial statements to correct material misstatements and confirmation to us in the representation letter that the effects of any

uncorrected misstatements aggregated by us are immaterial, both individually and in the aggregate, to the financial statements taken as a whole

- Preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America
- Inclusion of the auditor's report in any document containing financial statements that indicates that such financial statements have been audited by us
- Distribution of audit reports to any necessary parties

The results of our tests of compliance and internal control over financial reporting performed in connection with our audit of the financial statements may not fully meet the reasonable needs of report users. Management is responsible for obtaining audits, examinations, agreed-upon procedures, or other engagements that satisfy relevant legal, regulatory, or contractual requirements or fully meet other reasonable user needs.

**Required  
Supplementary  
Information**

Accounting principles generally accepted in the United States of America provide for certain required supplementary information ("RSI") to accompany the basic financial statements. We understand the following RSI will accompany the basic financial statements:

1. Management's Discussion and Analysis ("MD&A")
2. Budgetary comparison
3. Pension and Other Postemployment Benefit information

Such information is the responsibility of management and, 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.

Management is responsible for the fair presentation of the RSI. As part of our engagement, we will apply certain limited procedures to the RSI in 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

**Supplementary  
Information**

With regard to any supplementary information that we are engaged to report on:

- Management is responsible for its preparation in accordance with applicable criteria
- Management will provide certain written representations regarding the supplementary information at the conclusion of our engagement
- Management will include our report on this supplementary information in any document that contains this supplementary information and indicates we have reported on the supplementary information
- Management will make the supplementary information readily available to intended users if it is not presented with the audited financial statements

Such information is:

- Presented for the purpose of additional analysis of the financial statements
- Not a required part of the financial statements
- The responsibility of management
- Subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS

**Written Confirmations  
Required**

As part of our audit process, we will request from management, and if applicable, those charged with governance written confirmation acknowledging certain responsibilities outlined in this contract and confirming:

- The availability of this information
- Certain representations made during the audit for all periods presented
- The effects of any uncorrected misstatements, if any, resulting from errors or fraud 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 taken as a whole

**Peer Review Report**

*Government Auditing Standards* require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract, upon request. If you would like a copy, please request from your engagement executive.

## FORVIS, LLP Standard Terms & Conditions Addendum

### GENERAL

1. **Overview.** This addendum describes **FORVIS, LLP's** standard terms and conditions ("Terms and Conditions") applicable to Our provision of services to the Client ("You"). The Terms and Conditions are a part of the contract between You and FORVIS, LLP. For the purposes of the Terms and Conditions, any reference to "Firm," "We," "Us," or "Our" is a reference to FORVIS, LLP ("FORVIS"), and any reference to "You" or "Your" is a reference to the party or parties that have engaged Us to provide services and the party or parties ultimately responsible for payment of Our fees and costs.

### BILLING, PAYMENT, & TERMINATION

2. **Billing and Payment Terms.** We will bill You for Our professional fees and costs as outlined in Our contract. Unless otherwise provided in Our contract, payment is due upon receipt of Our billing statement. Interest will be charged on any unpaid balance after 30 days at the rate of 10 percent per annum, or as allowed by law at the earliest date thereafter, and highest applicable rate if less than 10 percent. All fees, charges and other amounts payable to FORVIS hereunder do not include any sales, use, excise, value added or other applicable taxes, tariffs or duties, payment of which shall be Your sole responsibility, and do not include any applicable taxes based on FORVIS' net income or taxes arising from the employment or independent contractor relationship between FORVIS and FORVIS' personnel.

We reserve the right to suspend or terminate Our work for this engagement or any other engagement for nonpayment of fees. If Our work is suspended or terminated, You agree that We will not be responsible for Your failure to meet governmental and other deadlines, for any penalties or interest that may be assessed against You resulting from Your failure to meet such deadlines, and for any other damages (including but not limited to consequential, indirect, lost profits, or punitive damages) incurred as a result of the suspension or termination of Our services.

Our fees may increase if Our duties or responsibilities are increased by rulemaking of any regulatory body or any additional new accounting or auditing standards. Our engagement fees do not include any time for post-engagement consultation with Your personnel or third parties, consent letters and related procedures for the use of Our reports in offering documents, inquiries from regulators, or testimony or deposition regarding any subpoena. Charges for such services will be billed separately.

3. **Billing Records.** If these services are determined to be within the scope and authority of Section 1861(v)(1)(I) of the Social Security Act, We agree to make available to the Secretary of Health and Human Services, or to the U.S. Comptroller General, or any of their duly authorized representatives, such of Our books, documents, and records that are necessary to certify the nature and extent of Our services, until the expiration of four (4) years after the furnishing of these services. This contract allows access to contracts of a similar nature between subcontractors and related organizations of the subcontractor, and to their books, documents, and records.

4. **Termination.** Either party may terminate these services in good faith at any time for any reason, including Your failure to comply with the terms of Our contract or as We determine professional standards require. Both parties must agree, in writing, to any future modifications or extensions. If services are terminated, You agree to pay FORVIS for time expended to date. In addition, You will be billed costs and fees for services from other professionals, if any, as well as an administrative fee of five (5) percent to cover certain technology and administrative costs associated with our services. Unless terminated sooner in accordance with its terms, this engagement shall terminate upon the completion of FORVIS' services hereunder.

### DISPUTES & DISCLAIMERS

5. **Mediation.** Any dispute arising out of or related to this engagement will, prior to resorting to litigation, be submitted for nonbinding mediation upon written request by either party. Both parties agree to try in good faith to settle the dispute in mediation. The mediator will be selected by agreement of the parties. The mediation proceeding shall be confidential. Each party will bear its own costs in the mediation, but the fees and expenses of the mediator will be shared equally.
6. **Indemnification.** Unless disallowed by law or applicable professional standards, You agree to hold FORVIS harmless from any and all claims which arise from knowing misrepresentations to FORVIS, or the intentional withholding or concealment of information from FORVIS by Your management or any partner, principal, shareholder, officer, director, member, employee, agent, or assign of Yours. You also agree to indemnify FORVIS for any claims made against FORVIS by third parties, which arise from any wrongful actions of Your management or any partner, principal, shareholder, officer, director, member, employee, agent, or assign of Yours. The provisions of this paragraph shall apply regardless of the nature of the claim.
7. **Statute of Limitations.** You agree that any claim or legal action arising out of or related to this contract and the services provided hereunder shall be commenced no more than one (1) year from the date of delivery of the work product to You or the termination of the services described herein (whichever is earlier), regardless of any statute of limitations prescribing a longer period of time for commencing such a claim under law. This time limitation shall apply regardless of whether FORVIS performs other or subsequent services for You. A claim is understood to be a demand for money or services, demand for mediation, or the service of suit based on a breach of this contract or the acts or omissions of FORVIS in performing the services provided herein. This provision shall not apply if enforcement is disallowed by applicable law or professional standards.
8. **Limitation of Liability.** You agree that FORVIS' liability, if any, arising out of or related to this contract and the services provided hereunder, shall be limited to the amount of the fees paid by You for services rendered under this contract. This limitation shall not apply to the extent it is finally, judicially determined that the liability resulted from the intentional or

willful misconduct of FORVIS or if enforcement of this provision is disallowed by applicable law or professional standards.

9. **Waiver of Certain Damages.** In no event shall FORVIS be liable to You or a third party for any indirect, special, consequential, punitive, or exemplary damages, including but not limited to lost profits, loss of revenue, interruption, loss of use, damage to goodwill or reputation, regardless of whether You were advised of the possibility of such damages, regardless of whether such damages were reasonably foreseeable, and regardless of whether such damages arise under a theory of contract, tort, strict liability, or otherwise.
10. **Choice of Law.** You acknowledge and agree that any dispute arising out of or related to this contract shall be governed by the laws of the State of Texas, without regard to its conflict-of-laws principles.
11. **WAIVER OF JURY TRIAL. THE PARTIES HEREBY AGREE NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY, AND WAIVE ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST WITH REGARD TO THIS AGREEMENT, OR ANY CLAIM, COUNTERCLAIM OR OTHER ACTION ARISING IN CONNECTION THEREWITH. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY THE PARTIES, AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY WOULD OTHERWISE ACCRUE.**
12. **Severability.** In the event that any term or provision of this agreement shall be held to be invalid, void or unenforceable, then the remainder of this agreement shall not be affected, and each such term and provision of this agreement shall be valid and enforceable to the fullest extent permitted by law.
13. **Assignment.** You acknowledge and agree that the terms and conditions of this contract shall be binding upon and inure to the parties' successors and assigns, subject to applicable laws and regulations.
14. **Disclaimer of Legal or Investment Advice.** Our services do not constitute legal or investment advice.

#### **RECORDS, WORKPAPERS, DELIVERABLES, & PROPRIETARY INFORMATION**

15. **Maintenance of Records.** You agree to assume full responsibility for maintaining Your original data and records and that FORVIS has no responsibility to maintain this information. You agree You will not rely on FORVIS to provide hosting, electronic security, or backup services, e.g., business continuity or disaster recovery services, to You unless separately engaged to do so. You understand that Your access to data, records, and information from FORVIS' servers, i.e., FORVIS portals used to exchange information, can be terminated at any time and You will not rely on using this to host Your data and records.
16. **FORVIS Workpapers.** Our workpapers and documentation retained in any form of media for this engagement are the property of FORVIS. We can be compelled to provide information under legal process. In addition, We may be requested by regulatory or enforcement bodies (including any

State Board) to make certain workpapers available to them pursuant to authority granted by law or regulation. Unless We are prohibited from doing so by law or regulation, FORVIS will inform You of any such legal process or request. You agree We have no legal responsibility to You in the event We determine We are obligated to provide such documents or information.

17. **Subpoenas or Other Legal Process.** In the event FORVIS is required to respond to any such subpoena, court order or any government regulatory inquiry or other legal process relating to You or Your management for the production of documents and/or testimony relative to information We obtained or prepared incident to this or any other engagement in a matter in which FORVIS is not a party, You shall compensate FORVIS for all time We expend in connection with such response at normal and customary hourly rates, and to reimburse Us for all out of pocket expenses incurred in regard to such response.
18. **Use of Deliverables and Drafts.** You agree You will not modify any deliverables or drafts prepared by Us for internal use or for distribution to third parties. You also understand that We may on occasion send You documents marked as draft and understand that those are for Your review purpose only, should not be distributed in any way, and should be destroyed as soon as possible.

Our report on any financial statements must be associated only with the financial statements that were the subject of Our engagement. You may make copies of Our report, but only if the entire financial statements (exactly as attached to Our report, including related footnotes) and any supplementary information, as appropriate, are reproduced and distributed with Our report. You agree not to reproduce or associate Our report with any other financial statements, or portions thereof, that are not the subject of Our engagement.

19. **Proprietary Information.** You acknowledge that proprietary information, documents, materials, management techniques, and other intellectual property are a material source of the services We perform and were developed prior to Our association with You. Any new forms, software, documents, or intellectual property We develop during this engagement for Your use shall belong to Us, and You shall have the limited right to use them solely within Your business. All reports, templates, manuals, forms, checklists, questionnaires, letters, agreements, and other documents which We make available to You are confidential and proprietary to Us. Neither You, nor any of Your agents, will copy, electronically store, reproduce, or make any such documents available to anyone other than Your personnel. This provision will apply to all materials whether in digital, "hard copy" format, or other medium.

#### **REGULATORY**

20. **U.S. Securities and Exchange Commission ("SEC") and other Regulatory Bodies.** Where We are providing services either for (a) an entity that is registered with the SEC, (b) an affiliate of such registrant, or (c) an entity or affiliate that is subject to rules, regulations, or standards beyond those of the American Institute of Certified Public Accountants ("AICPA"), any term of this contract that would be prohibited by or impair Our independence under applicable law or regulation shall not apply to the extent necessary only to avoid such prohibition or impairment.

21. **Offering Document.** You may wish to include Our report(s) on financial statements in an exempt offering document. You agree that any report, including any auditor's report, or reference to Our firm, will not be included in any such offering document without notifying Us. Any agreement to perform work in connection with an exempt offering document, including providing agreement for the use of the auditor's report in the exempt offering document, will be a separate engagement.

Any exempt offering document issued by You with which We are not involved will clearly indicate that We are not involved by including a disclosure such as, "FORVIS, LLP, our independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. FORVIS, LLP also has not performed any procedures relating to this offering document."

22. **FORVIS Not a Municipal Advisor.** FORVIS is not acting as Your municipal advisor under Section 15B of the *Securities Exchange Act of 1934*, as amended. As such, FORVIS is not recommending any action to You and does not owe You a fiduciary duty with respect to any information or communications regarding municipal financial products or the issuance of municipal securities. You should discuss such matters with internal or external advisors and experts You deem appropriate before acting on any such information or material provided by FORVIS.
23. **FORVIS NOT A Fiduciary.** In providing Our attest services, We are required by law and our professional standards to maintain our independence from You. We take this mandate very seriously and thus guard against impermissible relationships which may impair the very independence which You and the users of our report require. As such, You should not place upon us special confidence that in the performance of Our attest services We will act solely in Your interest. Therefore, You acknowledge and agree we are not in a fiduciary relationship with You and We have no fiduciary responsibilities to You in the performance of Our services described herein.

#### TECHNOLOGY

24. **Electronic Sites.** You agree to notify Us if You desire to place Our report(s), including any reports on Your financial statements, along with other information, such as a report by management or those charged with governance on operations, financial summaries or highlights, financial ratios, etc., on an electronic site. You recognize that We have no responsibility to review information contained in electronic sites.
25. **Electronic Signatures and Counterparts.** This contract and other documents to be delivered pursuant to this contract may be executed in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same agreement or document, and will be effective when counterparts have been signed by each of the parties and delivered to the other parties. Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this contract are intended to authenticate this writing and to have the same force and effect as manual signatures. Delivery of a copy of this contract or any other document contemplated hereby, bearing an original manual or

electronic signature by facsimile transmission (including a facsimile delivered via the internet), by electronic mail in "portable document format" (".pdf") or similar format intended to preserve the original graphic and pictorial appearance of a document, or through the use of electronic signature software, will have the same effect as physical delivery of the paper document bearing an original signature.

26. **Electronic Data Communication and Storage.** In the interest of facilitating Our services to You, We may send data over the internet, temporarily store electronic data via computer software applications hosted remotely on the internet, or utilize cloud-based storage. Your confidential electronic data may be transmitted or stored using these methods. In using these data communication and storage methods, We employ measures designed to maintain data security. We use reasonable efforts to keep such communications and electronic data secure in accordance with Our obligations under applicable laws, regulations, and professional standards.

You recognize and accept that We have no control over the unauthorized interception or breach of any communications or electronic data once it has been transmitted or if it has been subject to unauthorized access while stored, notwithstanding all reasonable security measures employed by Us. You consent to Our use of these electronic devices and applications during this engagement.

#### OTHER MATTERS

27. **Cooperation.** You agree to cooperate with FORVIS in the performance of FORVIS' services to the You, including the provision to FORVIS of reasonable facilities and timely access to Yours data, information and personnel. You shall be responsible for the performance of Your employees and agents.
28. **Third-Party Service Providers.** FORVIS may from time to time utilize third-party service providers, including but not limited to domestic software processors or legal counsel, or disclose confidential information about You to third-party service providers in serving Your account. FORVIS maintains, however, internal policies, procedures, and safeguards to protect the confidentiality and security of Your information. In addition, FORVIS will secure confidentiality agreements with all service providers to maintain the confidentiality of Your information. If We are unable to secure an appropriate confidentiality agreement, You will be asked to consent prior to FORVIS sharing Your confidential information with the third-party service provider.
29. **Independent Contractor.** When providing services to You, We will be functioning as an independent contractor; and in no event will We or any of Our employees be an officer of You, nor will Our relationship be that of joint venturers, partners, employer and employee, principal and agent, or any similar relationship giving rise to a fiduciary duty to You. Decisions regarding management of Your business remain the responsibility of Your personnel at all times. Neither You nor FORVIS shall act or represent itself, directly or by implication, as an agent of the other or in any manner assume or create any obligation on behalf of, or in the name of, the other.

30. **Use of FORVIS Name.** Any time You intend to reference FORVIS' firm name in any manner in any published materials, including on an electronic site, You agree to provide Us with draft materials for review and approval before publishing or posting such information.
31. **Praxity.** FORVIS is an independent accounting firm allowed to use the name "Praxity" in relation to its practice. FORVIS is not connected, however, by ownership with any other firm using the name "Praxity." FORVIS will be solely responsible for all work carried out on Your behalf. In deciding to engage FORVIS, You acknowledge that We have not represented to You that any other firm using the name "Praxity" will in any way be responsible for Our work.
32. **Entire Agreement.** The contract, including this Terms and Conditions Addendum and any other attachments or addenda, encompasses the entire agreement between You and FORVIS and supersedes all previous understandings and agreements between the parties, whether oral or written. Any modification to the terms of this contract must be made in writing and signed by both You and FORVIS.
33. **Force Majeure.** We shall not be held responsible for any failure to fulfill Our obligations if such failure was caused by circumstances beyond Our control, including, without limitation, fire or other casualty, act of God, act of terrorism, strike or labor dispute, war or other violence, explosion, flood or other natural catastrophe, epidemic or pandemic, or any law, order or requirement of any governmental agency or authority affecting either party, including without limitation orders incident to any such epidemic or pandemic, lockdown orders, stay at home orders and curfews.

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 four 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 be subjected 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. The Auditor shall perform the audit in accordance with *Government Auditing Standards (GAGAS)* if the Governmental Unit expended \$100,000 or more in combined Federal and State financial assistance during the reporting period. The auditor shall perform a Single Audit if required by Title 2 US Code of Federal Regulations Part 200 *Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart F* (Uniform Guidance) or the State Single Audit Implementation Act. 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), it is recommended that the Auditor and Governmental Unit(s) jointly agree, in advance of the execution of this contract, which party is responsible for submission of the audit and the accompanying data collection form to the Federal Audit Clearinghouse as required under the Uniform Guidance (§200.512).

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 based upon federal criteria in the Uniform Guidance §200.520(a), and (b) through (e) as it applies to State awards. In addition to the federal criteria in the Uniform Guidance, audits must have been submitted timely to the LGC. If in the reporting year, or in either of the two previous years, the unit reported a Financial Performance Indicator of Concern that the audit was late, then

the report was not submitted timely for State low-risk auditee status. 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 four 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.

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.

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.

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). Financial statement preparation assistance 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.

Preliminary Draft

**FEEES 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).

<b>Primary Government Unit</b>	
Audit Fee (financial and compliance if applicable)	\$
Fee per Major Program (if not included above)	\$
<b>Additional Fees Not Included Above (if applicable):</b>	
Financial Statement Preparation (incl. notes and RSI)	\$
All Other Non-Attest Services	\$
<b>TOTAL AMOUNT NOT TO EXCEED</b>	<b>\$</b>

<b>Discretely Presented Component Unit</b>	
Audit Fee (financial and compliance if applicable)	\$
Fee per Major Program (if not included above)	\$
<b>Additional Fees Not Included Above (if applicable):</b>	
Financial Statement Preparation (incl. notes and RSI)	\$
All Other Non-Attest Services	\$
<b>TOTAL AMOUNT NOT TO EXCEED</b>	<b>\$</b>

**SIGNATURE PAGE**

**AUDIT FIRM**

Audit Firm*	
Authorized Firm Representative (typed or printed)*	Signature*
Date*	Email Address*

**GOVERNMENTAL UNIT**

Governmental Unit*	
Date Governing Board Approved Audit Contract* <b>(Enter date in box to right)</b>	
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.



1829 Eastchester Drive / High Point, NC 27265

D 336.889.5156 / F 336.889.6168

[forvis.com](http://forvis.com)

May 10, 2024

Town Council and Management  
Town of Carrboro  
301 W. Main Street  
Carrboro, North Carolina 27510

We appreciate your selection of **FORVIS, LLP** as your service provider and are pleased to confirm the arrangements of our engagement in this contract. Within the requirements of our professional standards and any duties owed to the public, regulatory, or other authorities, our goal is to provide you an **Unmatched Client Experience**.

In addition to the terms set forth in this contract, including the detailed **Scope of Services**, our engagement is governed by the following, incorporated fully by this reference:

- Terms and Conditions Addendum

### **Summary Scope of Services**

As described in the attached **Scope of Services**, our services will include the following:

Town of Carrboro

- Audit Services for the year ended June 30, 2024

You agree to assume full responsibility for the substantive outcomes of the contracted services and for any other services we may provide, including any findings that may result.

You also acknowledge these services are adequate for your purposes, and you will establish and monitor the performance of these services to ensure they meet management's objectives. All decisions involving management responsibilities related to these services will be made by you, and you accept full responsibility for such decisions.

We understand you have designated a management-level individual(s) to be responsible and accountable for overseeing the performance of nonattest services, and you have determined this individual is qualified to conduct such oversight.

## Engagement Fees

Our fees will be based on time, skill, and resources, including our proprietary information required to complete the services. The fee for our services will be \$52,310 for the financial statement audit, plus \$7,500 for the writing of the financial statements, and \$5,000 for up to two major programs for purposes of the single audit.

Our pricing for this engagement and our fee structure are based upon the expectation that our invoices will be paid promptly. Payment of our invoices is due upon receipt. We will issue progress billings during the course of our engagement.

Our timely completion of services and the fees thereon depends on the assistance you provide us in accumulating information and responding to our inquiries. Inaccuracies or delays in providing this information or the responses may result in additional billings, untimely filings, or inability to meet other deadlines.

Our fees do not contemplate the following transactions or activities during the period of this engagement:

- Change in accounting principles
- Substantial doubt about the entity's ability to continue as a going concern
- Violation of covenants in debt arrangements
- Indications of fraudulent financial reporting or misappropriation of assets
- Derivatives accounted for under hedge accounting
- Quantitative impairment analysis of long-lived assets

If there are changes in circumstances where these or other conditions become known and significant additional time is necessary or additional services are requested, we reserve the right to revise our fees.

For the following items below, we will revise our fees through an amended contract when additional time and cost required to complete (if necessary) are quantifiable:

- Audit hours in excess of 305 hours performed by the audit engagement team
- Major programs tested for purposes of the single audit in excess of two major programs
- Out-of-pocket expenses related to background checks performed over new key members of management, as necessary

## Contract Agreement

Please sign and return this contract to indicate your acknowledgment of, and agreement with, the arrangements for our services including our respective responsibilities.

**FORVIS, LLP**

Acknowledged and agreed to as it relates to the entire contract, including the **Scope of Services** and **Terms and Conditions Addendum**, on behalf of Town of Carrboro.

BY: \_\_\_\_\_  
Barbara Foushee, Mayor

DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
Bret Greene, Finance Director

DATE: \_\_\_\_\_

Preliminary Draft

## Scope of Services – Audit Services

We will audit the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information and related disclosures, which collectively comprise the basic financial statements for the following entity:

Town of Carrboro as of and for the year ended June 30, 2024

The audit has the following broad objectives:

- Obtaining reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error
- Expressing an opinion on the financial statements
- Issuing a report on your internal control over financial reporting and compliance and other matters based on the audit of your financial statements in accordance with Government Auditing Standards
- Expressing an opinion on your compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect to each of your major federal and state award programs in accordance with the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) and the State Single Audit Implementation Act
- Issuing a report on your internal control over compliance in accordance with the Uniform Guidance and the State Single Audit Implementation Act
- Issuing a report on your schedule of expenditures of federal and state awards

We will also express an opinion on whether Combining non-major fund statements; Budgetary schedules for all funds required to adopt a budget other than the General Fund, other major funds, and annually adopted major special revenue funds; Schedule of Ad Valorem Taxes Receivable; Analysis of Current Tax Levy; and Schedule of Interfund Transfers; and the Schedule of Expenditures of Federal and State awards (“supplementary information”) is fairly stated, in all material respects, in relation to the financial statements as a whole.

We will also provide you with the following nonattest services:

- Completing the auditee portion of the Form SF-SAC (Data Collection Form) through the Federal Audit Clearinghouse. We will not make the submission on your behalf. You will review a draft(s) of the submission prior to transmission and agree that you are solely responsible for approving the final draft for transmission as well as for the auditee submission and certification
- Preparing a draft of the financial statements and related notes
- Proposing for your review and approval the adjusting entries to convert your modified-accrual accounting records to full accrual-basis accounting records for the purposes of government-wide financial statements. Management is responsible for the propriety of the accrual adjustments.
- Preparing a draft of supplementary information, including the schedule of expenditures of federal and state awards
- At the conclusion of the engagement, we will upload the audited financial statements and compliance reports on the North Carolina State Treasurer's website
- At the conclusion of the engagement, we will complete the applicable sections of the Data Input Worksheet, and upload to the North Carolina State Treasurer's website

You agree to assume all management responsibilities and to oversee the nonattest services we will provide by designating an individual possessing suitable skill, knowledge and/or experience. You acknowledge that nonattest services are not covered under *Government Auditing Standards*. You are responsible for:

- Making all management decisions and performing all management functions
- Evaluating the adequacy and results of the services performed
- Accepting responsibility for the results of such services
- Designing, implementing, and maintaining internal controls, including monitoring ongoing activities

Chad Cook is responsible for supervising the engagement and authorizing the signing of the report or reports. We plan to begin our audit work in July 2024, with a deadline for submission of the audited financial statements to the North Carolina Local Government Commission of October 31, 2024.

We will issue a written report upon completion of our audit, addressed to the following parties:

Entity Name	Party Name
Town of Carrboro	Town Council

You are responsible to distribute our reports to other officials who have legal oversight authority or those responsible for acting on audit findings and recommendations, and to others authorized to receive such reports.

The following apply for the audit services described above:

**Our Responsibilities**

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (GAAS), the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the State Single Audit Implementation Act and the Uniform Guidance. Those standards require that we plan and perform:

- The audit of the financial statements to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether caused by fraud or error
- The audit of compliance to obtain reasonable rather than absolute assurance about whether the entity complied with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on a major federal award program

We will exercise professional judgment and maintain professional skepticism throughout the audit.

We will identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion.

We will obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

We will also conclude, based on audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the entity's ability to continue as a going concern for a reasonable period of time.

We will identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the entity's compliance with compliance requirements subject to audit and performing such other procedures as the auditor considers necessary in the circumstances

We will obtain an understanding of the entity's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance, regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that the auditor identified during the audit.

#### **Limitations & Fraud**

Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit that is planned and conducted in accordance with GAAS will always detect a material misstatement when it exists or material noncompliance with federal award programs 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 made by a reasonable user based the financial statements. 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.

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, misrepresentations, or the override of internal control.

Noncompliance with compliance requirements is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the entity's compliance with the requirements of the federal programs as a whole.

Our understanding of internal control is not for the purpose of expressing an opinion on the effectiveness of your internal control. However, we will communicate to you in writing any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we identify during the audit.

We are available to perform additional procedures with regard to fraud detection and prevention at your request, subject to completion of our normal engagement acceptance procedures. The actual terms and fees of such an engagement would be documented in a separate contract to be signed by you and FORVIS.

#### **Opinion**

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 opinion, add an emphasis-of-matter paragraph or other-matter paragraph(s) to our auditor's report, or if necessary, decline to express an opinion or withdraw from the engagement.

If we discover conditions that may prohibit us from issuing a standard report, we will notify you. In such circumstances, further arrangements may be necessary to continue our engagement.

## Your Responsibilities

Management and, if applicable, those charged with governance acknowledge and understand their responsibility for the accuracy and completeness of all information provided and for the following:

- **Audit Support** – to provide us with:
  - Unrestricted access to persons within the entity or within components of the entity (including management, those charged with governance and component auditors) from whom we determine it necessary to obtain audit evidence
  - Information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, including access to information relevant to disclosures
  - Information about events occurring or facts discovered subsequent to the date of the financial statements, of which management may become aware, that may affect the financial statements
  - Information about any known or suspected fraud affecting the entity involving management, employees with significant role in internal control and others where fraud could have a material effect on the financials
  - Identification and provision of report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented
  - Additional information that we may request for the purpose of the audit
- **Internal Control and Compliance** – for the:
  - Design, implementation, and maintenance of internal control relevant to compliance with laws and regulations and the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error
  - Alignment of internal control to ensure that appropriate goals and objectives are met; that management and financial information is reliable and properly reported; and that compliance with and identification of the laws, regulations, contracts, grants, or agreements (including any federal award programs) applicable to the entity's activities is achieved
  - Remedy, through timely and appropriate steps, of fraud and noncompliance with provisions of laws, regulations, contracts or other agreements reported by the auditor
  - Establishment and maintenance of processes to track the status and address findings and recommendations of auditors
- **Accounting and Reporting** – for the:
  - Maintenance of adequate records, selection and application of accounting principles, and the safeguard of assets
  - Adjustment of the financial statements to correct material misstatements and confirmation to us in the representation letter that the effects of any uncorrected misstatements aggregated by us are immaterial, both individually and in the aggregate, to the financial statements taken as a whole

- Preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America
- Inclusion of the auditor's report in any document containing financial statements that indicates that such financial statements have been audited by us
- Distribution of audit reports to any necessary parties

The results of our tests of compliance and internal control over financial reporting performed in connection with our audit of the financial statements may not fully meet the reasonable needs of report users. Management is responsible for obtaining audits, examinations, agreed-upon procedures, or other engagements that satisfy relevant legal, regulatory, or contractual requirements or fully meet other reasonable user needs.

**Required  
Supplementary  
Information**

Accounting principles generally accepted in the United States of America provide for certain required supplementary information ("RSI") to accompany the basic financial statements. We understand the following RSI will accompany the basic financial statements:

1. Management's Discussion and Analysis ("MD&A")
2. Budgetary comparison
3. Pension and Other Postemployment Benefit information

Such information is the responsibility of management and, 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.

Management is responsible for the fair presentation of the RSI. As part of our engagement, we will apply certain limited procedures to the RSI in 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

**Supplementary  
Information**

With regard to any supplementary information that we are engaged to report on:

- Management is responsible for its preparation in accordance with applicable criteria
- Management will provide certain written representations regarding the supplementary information at the conclusion of our engagement
- Management will include our report on this supplementary information in any document that contains this supplementary information and indicates we have reported on the supplementary information
- Management will make the supplementary information readily available to intended users if it is not presented with the audited financial statements

Such information is:

- Presented for the purpose of additional analysis of the financial statements

- Not a required part of the financial statements
- The responsibility of management
- Subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS

**Written Confirmations Required**

As part of our audit process, we will request from management, and if applicable, those charged with governance written confirmation acknowledging certain responsibilities outlined in this contract and confirming:

- The availability of this information
- Certain representations made during the audit for all periods presented
- The effects of any uncorrected misstatements, if any, resulting from errors or fraud 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 taken as a whole

**Peer Review Report**

*Government Auditing Standards* require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract, upon request. If you would like a copy, please request from your engagement executive.

Preliminary Draft

## FORVIS, LLP Standard Terms & Conditions Addendum

### GENERAL

1. **Overview.** This addendum describes **FORVIS, LLP's** standard terms and conditions ("Terms and Conditions") applicable to Our provision of services to the Client ("You"). The Terms and Conditions are a part of the contract between You and FORVIS, LLP. For the purposes of the Terms and Conditions, any reference to "Firm," "We," "Us," or "Our" is a reference to FORVIS, LLP ("FORVIS"), and any reference to "You" or "Your" is a reference to the party or parties that have engaged Us to provide services and the party or parties ultimately responsible for payment of Our fees and costs.

### BILLING, PAYMENT, & TERMINATION

2. **Billing and Payment Terms.** We will bill You for Our professional fees and costs as outlined in Our contract. Unless otherwise provided in Our contract, payment is due upon receipt of Our billing statement. Interest will be charged on any unpaid balance after 30 days at the rate of 10 percent per annum, or as allowed by law at the earliest date thereafter, and highest applicable rate if less than 10 percent. All fees, charges and other amounts payable to FORVIS hereunder do not include any sales, use, excise, value added or other applicable taxes, tariffs or duties, payment of which shall be Your sole responsibility, and do not include any applicable taxes based on FORVIS' net income or taxes arising from the employment or independent contractor relationship between FORVIS and FORVIS' personnel.

We reserve the right to suspend or terminate Our work for this engagement or any other engagement for nonpayment of fees. If Our work is suspended or terminated, You agree that We will not be responsible for Your failure to meet governmental and other deadlines, for any penalties or interest that may be assessed against You resulting from Your failure to meet such deadlines, and for any other damages (including but not limited to consequential, indirect, lost profits, or punitive damages) incurred as a result of the suspension or termination of Our services.

Our fees may increase if Our duties or responsibilities are increased by rulemaking of any regulatory body or any additional new accounting or auditing standards. Our engagement fees do not include any time for post-engagement consultation with Your personnel or third parties, consent letters and related procedures for the use of Our reports in offering documents, inquiries from regulators, or testimony or deposition regarding any subpoena. Charges for such services will be billed separately.

3. **Billing Records.** If these services are determined to be within the scope and authority of Section 1861(v)(1)(I) of the Social Security Act, We agree to make available to the Secretary of Health and Human Services, or to the U.S. Comptroller General, or any of their duly authorized representatives, such of Our books, documents, and records that are necessary to certify the nature and extent of Our services, until the expiration of four (4) years after the furnishing of these services. This contract allows access to contracts of a similar nature between subcontractors and related organizations of the subcontractor, and to their books, documents, and records.

4. **Termination.** Either party may terminate these services in good faith at any time for any reason, including Your failure to comply with the terms of Our contract or as We determine professional standards require. Both parties must agree, in writing, to any future modifications or extensions. If services are terminated, You agree to pay FORVIS for time expended to date. In addition, You will be billed costs and fees for services from other professionals, if any, as well as an administrative fee of five (5) percent to cover certain technology and administrative costs associated with our services. Unless terminated sooner in accordance with its terms, this engagement shall terminate upon the completion of FORVIS' services hereunder.

### DISPUTES & DISCLAIMERS

5. **Mediation.** Any dispute arising out of or related to this engagement will, prior to resorting to litigation, be submitted for nonbinding mediation upon written request by either party. Both parties agree to try in good faith to settle the dispute in mediation. The mediator will be selected by agreement of the parties. The mediation proceeding shall be confidential. Each party will bear its own costs in the mediation, but the fees and expenses of the mediator will be shared equally.
6. **Indemnification.** Unless disallowed by law or applicable professional standards, You agree to hold FORVIS harmless from any and all claims which arise from knowing misrepresentations to FORVIS, or the intentional withholding or concealment of information from FORVIS by Your management or any partner, principal, shareholder, officer, director, member, employee, agent, or assign of Yours. You also agree to indemnify FORVIS for any claims made against FORVIS by third parties, which arise from any wrongful actions of Your management or any partner, principal, shareholder, officer, director, member, employee, agent, or assign of Yours. The provisions of this paragraph shall apply regardless of the nature of the claim.
7. **Statute of Limitations.** You agree that any claim or legal action arising out of or related to this contract and the services provided hereunder shall be commenced no more than one (1) year from the date of delivery of the work product to You or the termination of the services described herein (whichever is earlier), regardless of any statute of limitations prescribing a longer period of time for commencing such a claim under law. This time limitation shall apply regardless of whether FORVIS performs other or subsequent services for You. A claim is understood to be a demand for money or services, demand for mediation, or the service of suit based on a breach of this contract or the acts or omissions of FORVIS in performing the services provided herein. This provision shall not apply if enforcement is disallowed by applicable law or professional standards.
8. **Limitation of Liability.** You agree that FORVIS' liability, if any, arising out of or related to this contract and the services provided hereunder, shall be limited to the amount of the fees paid by You for services rendered under this contract. This limitation shall not apply to the extent it is finally, judicially determined that the liability resulted from the intentional or

willful misconduct of FORVIS or if enforcement of this provision is disallowed by applicable law or professional standards.

9. **Waiver of Certain Damages.** In no event shall FORVIS be liable to You or a third party for any indirect, special, consequential, punitive, or exemplary damages, including but not limited to lost profits, loss of revenue, interruption, loss of use, damage to goodwill or reputation, regardless of whether You were advised of the possibility of such damages, regardless of whether such damages were reasonably foreseeable, and regardless of whether such damages arise under a theory of contract, tort, strict liability, or otherwise.
10. **Choice of Law.** You acknowledge and agree that any dispute arising out of or related to this contract shall be governed by the laws of the State of Texas, without regard to its conflict-of-laws principles.
11. **WAIVER OF JURY TRIAL. THE PARTIES HEREBY AGREE NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY, AND WAIVE ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST WITH REGARD TO THIS AGREEMENT, OR ANY CLAIM, COUNTERCLAIM OR OTHER ACTION ARISING IN CONNECTION THEREWITH. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY THE PARTIES, AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY WOULD OTHERWISE ACCRUE.**
12. **Severability.** In the event that any term or provision of this agreement shall be held to be invalid, void or unenforceable, then the remainder of this agreement shall not be affected, and each such term and provision of this agreement shall be valid and enforceable to the fullest extent permitted by law.
13. **Assignment.** You acknowledge and agree that the terms and conditions of this contract shall be binding upon and inure to the parties' successors and assigns, subject to applicable laws and regulations.
14. **Disclaimer of Legal or Investment Advice.** Our services do not constitute legal or investment advice. You should seek the advice of legal counsel in such matters. Regulatory authorities may interpret circumstances differently than We do. In addition, the applicable laws, regulations, and regulators' enforcement activities may change over time.

#### **RECORDS, WORKPAPERS, DELIVERABLES, & PROPRIETARY INFORMATION**

15. **Maintenance of Records.** You agree to assume full responsibility for maintaining Your original data and records and that FORVIS has no responsibility to maintain this information. You agree You will not rely on FORVIS to provide hosting, electronic security, or backup services, e.g., business continuity or disaster recovery services, to You unless separately engaged to do so. You understand that Your access to data, records, and information from FORVIS' servers, i.e., FORVIS portals used to exchange information, can be terminated at any time and You will not rely on using this to host Your data and records.
16. **FORVIS Workpapers.** Our workpapers and documentation

retained in any form of media for this engagement are the property of FORVIS. We can be compelled to provide information under legal process. In addition, We may be requested by regulatory or enforcement bodies (including any State Board) to make certain workpapers available to them pursuant to authority granted by law or regulation. Unless We are prohibited from doing so by law or regulation, FORVIS will inform You of any such legal process or request. You agree We have no legal responsibility to You in the event We determine We are obligated to provide such documents or information.

17. **Subpoenas or Other Legal Process.** In the event FORVIS is required to respond to any such subpoena, court order or any government regulatory inquiry or other legal process relating to You or Your management for the production of documents and/or testimony relative to information We obtained or prepared incident to this or any other engagement in a matter in which FORVIS is not a party, You shall compensate FORVIS for all time We expend in connection with such response at normal and customary hourly rates, and to reimburse Us for all out of pocket expenses incurred in regard to such response.
18. **Use of Deliverables and Drafts.** You agree You will not modify any deliverables or drafts prepared by Us for internal use or for distribution to third parties. You also understand that We may on occasion send You documents marked as draft and understand that those are for Your review purpose only, should not be distributed in any way, and should be destroyed as soon as possible.  
  
Our report on any financial statements must be associated only with the financial statements that were the subject of Our engagement. You may make copies of Our report, but only if the entire financial statements (exactly as attached to Our report, including related footnotes) and any supplementary information, as appropriate, are reproduced and distributed with Our report. You agree not to reproduce or associate Our report with any other financial statements, or portions thereof, that are not the subject of Our engagement.

19. **Proprietary Information.** You acknowledge that proprietary information, documents, materials, management techniques, and other intellectual property are a material source of the services We perform and were developed prior to Our association with You. Any new forms, software, documents, or intellectual property We develop during this engagement for Your use shall belong to Us, and You shall have the limited right to use them solely within Your business. All reports, templates, manuals, forms, checklists, questionnaires, letters, agreements, and other documents which We make available to You are confidential and proprietary to Us. Neither You, nor any of Your agents, will copy, electronically store, reproduce, or make any such documents available to anyone other than Your personnel. This provision will apply to all materials whether in digital, "hard copy" format, or other medium.

#### **REGULATORY**

20. **U.S. Securities and Exchange Commission ("SEC") and other Regulatory Bodies.** Where We are providing services either for (a) an entity that is registered with the SEC, (b) an affiliate of such registrant, or (c) an entity or affiliate that is subject to rules, regulations, or standards beyond those of the American Institute of Certified Public Accountants ("AICPA"), any term of this contract that would be prohibited by or imp-

Our independence under applicable law or regulation shall not apply to the extent necessary only to avoid such prohibition or impairment.

21. **Offering Document.** You may wish to include Our report(s) on financial statements in an exempt offering document. You agree that any report, including any auditor's report, or reference to Our firm, will not be included in any such offering document without notifying Us. Any agreement to perform work in connection with an exempt offering document, including providing agreement for the use of the auditor's report in the exempt offering document, will be a separate engagement.

Any exempt offering document issued by You with which We are not involved will clearly indicate that We are not involved by including a disclosure such as, "FORVIS, LLP, our independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. FORVIS, LLP also has not performed any procedures relating to this offering document."

22. **FORVIS Not a Municipal Advisor.** FORVIS is not acting as Your municipal advisor under Section 15B of the *Securities Exchange Act of 1934*, as amended. As such, FORVIS is not recommending any action to You and does not owe You a fiduciary duty with respect to any information or communications regarding municipal financial products or the issuance of municipal securities. You should discuss such matters with internal or external advisors and experts You deem appropriate before acting on any such information or material provided by FORVIS.

23. **FORVIS NOT A Fiduciary.** In providing Our attest services, We are required by law and our professional standards to maintain our independence from You. We take this mandate very seriously and thus guard against impermissible relationships which may impair the very independence which You and the users of our report require. As such, You should not place upon us special confidence that in the performance of Our attest services We will act solely in Your interest. Therefore, You acknowledge and agree we are not in a fiduciary relationship with You and We have no fiduciary responsibilities to You in the performance of Our services described herein.

## TECHNOLOGY

24. **Electronic Sites.** You agree to notify Us if You desire to place Our report(s), including any reports on Your financial statements, along with other information, such as a report by management or those charged with governance on operations, financial summaries or highlights, financial ratios, etc., on an electronic site. You recognize that We have no responsibility to review information contained in electronic sites.
25. **Electronic Signatures and Counterparts.** This contract and other documents to be delivered pursuant to this contract may be executed in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same agreement or document, and will be effective when counterparts have been signed by each of the parties and delivered to the other parties. Each party agrees that the electronic signatures, whether digital or encrypted, of the

parties included in this contract are intended to authenticate this writing and to have the same force and effect as manual signatures. Delivery of a copy of this contract or any other document contemplated hereby, bearing an original manual or electronic signature by facsimile transmission (including a facsimile delivered via the internet), by electronic mail in "portable document format" (".pdf") or similar format intended to preserve the original graphic and pictorial appearance of a document, or through the use of electronic signature software, will have the same effect as physical delivery of the paper document bearing an original signature.

26. **Electronic Data Communication and Storage.** In the interest of facilitating Our services to You, We may send data over the internet, temporarily store electronic data via computer software applications hosted remotely on the internet, or utilize cloud-based storage. Your confidential electronic data may be transmitted or stored using these methods. In using these data communication and storage methods, We employ measures designed to maintain data security. We use reasonable efforts to keep such communications and electronic data secure in accordance with Our obligations under applicable laws, regulations, and professional standards.

You recognize and accept that We have no control over the unauthorized interception or breach of any communications or electronic data once it has been transmitted or if it has been subject to unauthorized access while stored, notwithstanding all reasonable security measures employed by Us. You consent to Our use of these electronic devices and applications during this engagement.

## OTHER MATTERS

27. **Cooperation.** You agree to cooperate with FORVIS in the performance of FORVIS' services to the You, including the provision to FORVIS of reasonable facilities and timely access to Yours data, information and personnel. You shall be responsible for the performance of Your employees and agents.
28. **Third-Party Service Providers.** FORVIS may from time to time utilize third-party service providers, including but not limited to domestic software processors or legal counsel, or disclose confidential information about You to third-party service providers in serving Your account. FORVIS maintains, however, internal policies, procedures, and safeguards to protect the confidentiality and security of Your information. In addition, FORVIS will secure confidentiality agreements with all service providers to maintain the confidentiality of Your information. If We are unable to secure an appropriate confidentiality agreement, You will be asked to consent prior to FORVIS sharing Your confidential information with the third-party service provider.
29. **Independent Contractor.** When providing services to You, We will be functioning as an independent contractor; and in no event will We or any of Our employees be an officer of You, nor will Our relationship be that of joint venturers, partners, employer and employee, principal and agent, or any similar relationship giving rise to a fiduciary duty to You. Decisions regarding management of Your business remain the responsibility of Your personnel at all times. Neither You nor FORVIS shall act or represent itself, directly or by implication, as an agent of the other or in any manner assume or create any obligation on behalf of, or in the name of, the other.

30. **Hiring of FORVIS Personnel.** We ask that You respect the employment relationship that Our personnel have with Our firm and to refrain from any employment offers to FORVIS personnel. However, if You find it necessary to make an offer of employment and if it is accepted, during the term of this engagement and for a period of 18 months after FORVIS stops providing services, You agree that We will be paid a one-time employment fee equal to 100 percent of the employee's highest annual salary. This fee will be payable prior to Our personnel commencing employment with You. Provided, however, You shall not be in violation of the nonsolicitation covenant set forth herein with respect to any position You advertise in the form of a general solicitation not delivered to or focused upon any single individual.
31. **Use of FORVIS Name.** Any time You intend to reference FORVIS' firm name in any manner in any published materials, including on an electronic site, You agree to provide Us with draft materials for review and approval before publishing or posting such information.
32. **Praxity.** FORVIS is an independent accounting firm allowed to use the name "Praxity" in relation to its practice. FORVIS is not connected, however, by ownership with any other firm using the name "Praxity." FORVIS will be solely responsible for all work carried out on Your behalf. In deciding to engage FORVIS, You acknowledge that We have not represented to You that any other firm using the name "Praxity" will in any way be responsible for Our work.
33. **Entire Agreement.** The contract, including this Terms and Conditions Addendum and any other attachments or addenda, encompasses the entire agreement between You and FORVIS and supersedes all previous understandings and agreements between the parties, whether oral or written. Any modification to the terms of this contract must be made in writing and signed by both You and FORVIS.
34. **Force Majeure.** We shall not be held responsible for any failure to fulfill Our obligations if such failure was caused by circumstances beyond Our control, including, without limitation, fire or other casualty, act of God, act of terrorism, strike or labor dispute, war or other violence, explosion, flood or other natural catastrophe, epidemic or pandemic, or any law, order or requirement of any governmental agency or authority affecting either party, including without limitation orders incident to any such epidemic or pandemic, lockdown orders, stay at home orders and curfews.

## **Race and Equity Pocket Questions**

### **Title and purpose of this initiative:**

The purpose of this agenda item is to pay the Town's obligation for audit services to FORVIS, LLP for services rendered in FY 2023 and to award the Town's independent audit contract to FORVIS, LLP for FY 2024.

**Department:** Finance

### **What are the racial and equity impacts?**

Payment is due for services already completed on the Town's behalf to produce an independent audit on the town financials (as required by state statutes) for FY 2023. The town relied upon the audit firm more in FY 2023's audit than in prior years due to lack of available town resources. The impact this had was reliance, dollars, and staff time devoted to completion of the audit that could have been spent on other town initiatives. Staff does not anticipate this occurrence to occur in the FY 2024 audit now that adequate resources are available to support the audit process.

Awarding the FY 2024 audit contract is impactful to reinforce and guide the Town's financial practices. The financial statements produced independently allow for an unbiased view of the financial health of the town and is the foundation for consideration of financial practices going forward. Traditionally, identifying disadvantaged businesses that operate in the municipal independent audit space has been and remain a challenge. This could be perceived as impactful, although town staff continues to apply a racial and equitable lens and approach to vendor selection, including in the audit selection process.

### **Who is or will experience community burden?**

The Finance department does not anticipate any community burden based on the recommendations, but rather sees an opportunity to better serve the residents and stakeholders of the community with a more proactive and pragmatic approach to the audit process.

### **Who is or will experience community benefit?**

The community will benefit from adopted practices to increase the accuracy and transparency of financial reporting, including garnering higher credit ratings that would lead to lower borrowing and further reach of town resources.

### **What are the root causes of inequity?**

As related to this agenda item, some root causes of inequity could be access to the financial reports as they are housed online, historical lack of inclusion for dis-advantaged businesses in the independent auditor space, and lack of education to interpret the findings presented to the Council from the Independent Auditor.



TOWN OF CARRBORO • NC  
FACING RACE, EMBRACING EQUITY

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

Unintended consequences to approve the payment of FY 2023 and awarding the FY 2024 contract could include excluding other potential firms to the Town of Carrboro audit process. To identify this concern, town staff analyzed the competitive landscape and concluded that the history of the performance of the recommended firm, FORVIS, LLP. The Finance Department feels this risk is mitigated due to lack of other qualified audit companies available to address the town's current needs.

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

To proactively mitigate potential consequences, the Finance Department has plans to structure the contract with adequate check-points to minimize risk over additional time and hours billed to the Town of Carrboro by FORVIS, LLP. Furthermore, the department works with Council and the LGC on a regular reporting timeline to ensure compliance with both state mandates and peer best practices.



## Agenda Item Abstract

**File Number: 24-100**

**Agenda Date:** 5/21/2024  
**In Control:** Town Council  
**Version:** 1

**File Type:** Agendas

Legislative Public Hearing for Conditional Zoning at 400 North Greensboro Street

**PURPOSE:** The Town has received a petition to amend the zoning classification for the property at 400 North Greensboro Street from CT to B-1G-CZ for the purpose of developing a three-story multi-family residential project. The Town Council must receive public input before reaching a decision on this request.

**DEPARTMENT:** Planning

**CONTACT INFORMATION:** Christina Moon, Planning & Transportation Administrator, 919-918-7325, cmoon@carrboronc.gov; Patricia McGuire, Planning Director, 919-918-7325, pmcguire@carrboronc.gov; Nick Herman, 919-929-3905, herman@carrboronc.gov.

**COUNCIL DIRECTION:**

Race/Equity  Climate  Comprehensive Plan  Other

The Town Council must hold a legislative public hearing for the consideration of a zoning map amendment. The Council is required to adopt a statement of consistency as part of its decision. Racial Equity pocket questions are provided (*Attachment K*).

**INFORMATION:** Sam Mitchell of Bison Lodge, LLC, has submitted a petition to rezone the 0.37-acre property at 400 North Greensboro Street from CT (Corporate Town, Residential 7,500 square feet per dwelling unit) to B-1G-CZ (General Business, Residential 3,000 square feet per dwelling unit, conditional) for the purpose of developing a multi-family residential project. The proposal is for the construction of a new three-story brick building containing seven units and associated common areas, with the possibility of a small non-residential use in the future. The project will involve the removal of the existing house on the property. A vicinity map of the property is provided for information (*Attachment C*).

Materials submitted by the applicants (*Attachments E and F*) include a short project narrative, the formal petition for change of zoning with answers to the four-part question seven addressing consistency with adopted plans, the conditional zoning drawings (the exhibit for the rezoning), building floor plans and architectural elevations. Documentation from the neighborhood information meeting is also provided (*Attachment G*).

A draft rezoning ordinance has been provided (*Attachment B*) and includes a list of draft conditions. It is anticipated that the conditions may be further refined during the public hearing process. The final list of conditions must be mutually agreed upon by the Town and the applicants. The Town Council must receive public comment before deciding on the rezoning request. The proposed map amendment was presented at the Joint Advisory Board meeting on May 2, 2023. Comments are provided (*Attachment J*).

Should the Town Council approve the rezoning, the applicants would follow with an application for a Special Use Permit-A. The conditional zoning drawings provided as a condition of the rezoning would be binding, and dictate the design for the subsequent SUP-A. As noted in the conditions for the draft ordinance for the rezoning (*Attachment B*), certain elements of the project would be determined as part of the rezoning and other elements would be determined as part of the SUP plans which include much more detail to ensure compliance with the Land Use Ordinance. As such, certain elements of the project such as the completion of the full stormwater management design for the project are required as part of the SUP review process, rather than the rezoning.

**FISCAL IMPACT:** Public hearings involve staff and public notice costs associated with advisory board and Town Council review. The petitioner has submitted materials and fees, as applicable, for reviewing and processing these requests, including providing envelopes for the mailed notice for the rezoning.

**RECOMMENDATION:** The Town Manager recommends that the Town Council receive public input and consider whether the proposed rezoning to B-1G-CZ is consistent with Town plans and policies and the advancement of the public health, safety and welfare. A resolution for consistency (*Attachment A*) and a draft ordinance for the map amendment (*Attachment B*) are provided.

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

WHEREAS, an amendment to the text of the Carrboro Land Use Ordinance has been proposed, which amendment is described or identified as follows: AN ORDINANCE AMENDING THE CARRBORO ZONING MAP TO REZONE APPROXIMATELY 0.37 ACRES OF PROPERTY KNOWN AS 400 NORTH GREENSBORO STREET FROM CT (RESIDENTIAL, 7,500 SQUARE FEET PER DWELLING UNIT) TO B-1G-CZ (RESIDENTIAL, 3,000 SQUARE FEET PER DWELLING UNIT, CONDITIONAL)

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

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

\_\_\_\_\_ *Consistent* with the Town of Carrboro 2022-2042 Comprehensive Plan, *Carrboro Connects*, particularly the strategies described below:

- Affordable Housing strategies to increase the number of affordable homes for purchase by way of a payment in-lieu (1.1).
- Transportation & Mobility strategies to encourage non-automobile use and expand opportunities for transportation options that do not rely on fossil fuel/SOVs under strategies (2.1 & 3.1).
- Green Stormwater Infrastructure, Water & Energy, Energy strategies:
  - Improve tree canopy downtown to create a more vibrant and inviting urban landscape, reduce heat island and stormwater runoff, and sequester carbon (Green Stormwater Infrastructure 2.1).
  - Reduce greenhouse gas emissions from motor vehicle use (Energy 1.1), and
  - Increase Carrboro’s use of renewable energy (Energy 1.3).
- Land Use Strategies – to develop fifteen-minute neighborhoods and make efficient use of land (4.1).

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

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

Changed Circumstance(s):

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Amendment to current adopted plan:

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

The above described amendment is reasonable and in the public interest because it uses a mechanism that allows rezonings to occur under very specific conditions so as to ensure compatibility with surrounding and proposed uses.

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

**Section 4. This resolution becomes effective upon adoption.**

Adopted by the Carrboro Town Council this the 21<sup>st</sup> day of May 2024.

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 \_\_\_\_\_ 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.
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).
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.

6. 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.
7. 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.
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.*

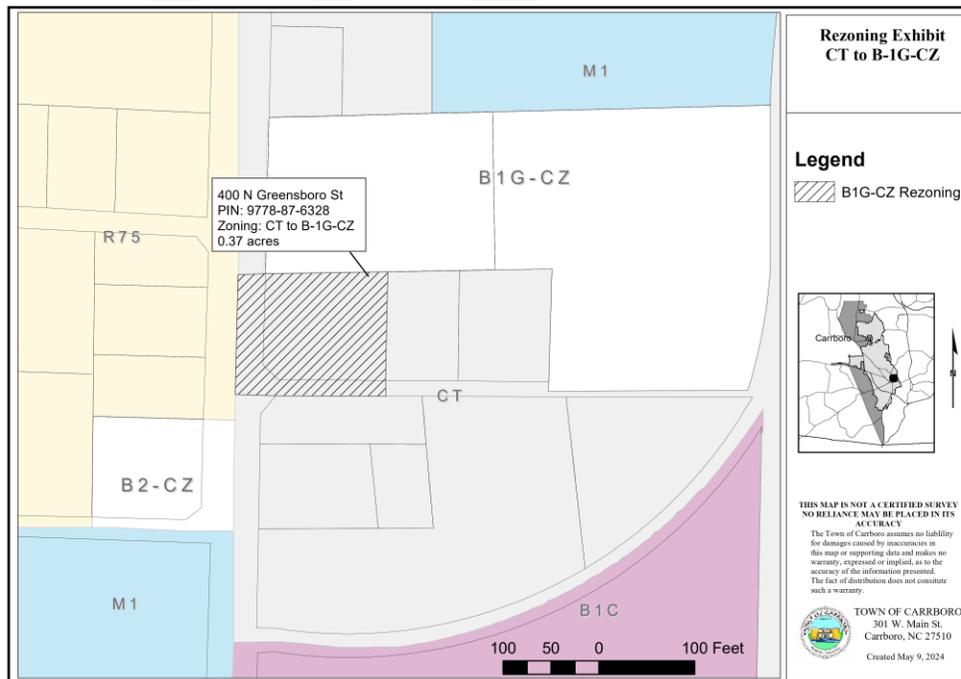
SECTION 2. This ordinance shall become effective upon adoption.

The foregoing ordinance having been submitted to a vote received the following vote and was duly adopted this \_\_\_\_ day of \_\_\_\_\_ 2024:

AYES:

NOTES:

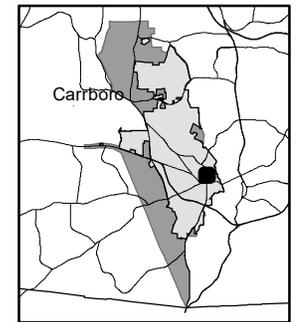
ABSENT OR EXCUSED:



### Vicinity Map Proposed B-1G-CZ Rezoning 400 North Greensboro

#### Legend

 B1G-CZ Rezoning



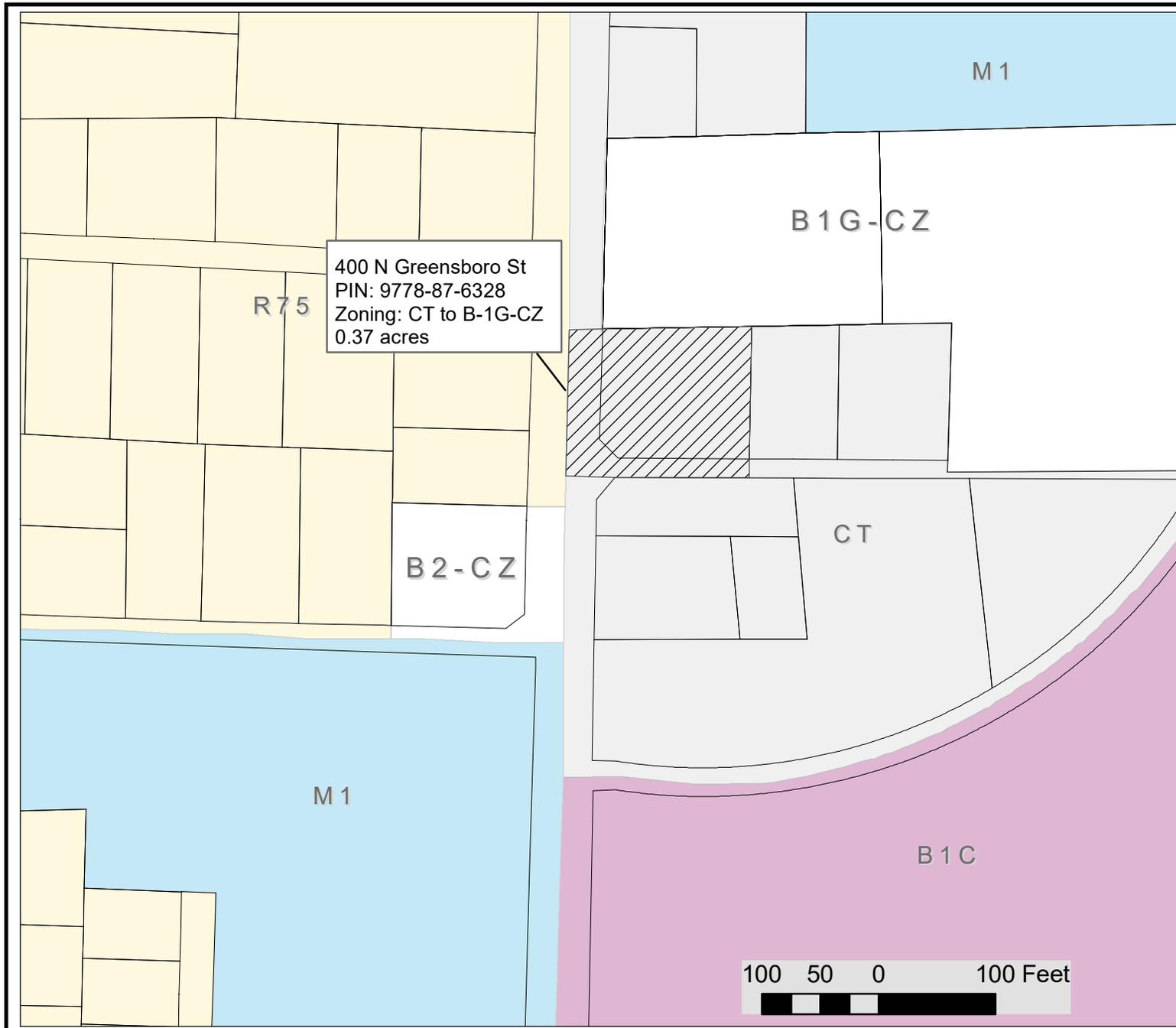
**THIS MAP IS NOT A CERTIFIED SURVEY  
NO RELIANCE MAY BE PLACED IN ITS  
ACCURACY**

The Town of Carrboro assumes no liability for damages caused by inaccuracies in this map or supporting data and makes no warranty, expressed or implied, as to the accuracy of the information presented. The fact of distribution does not constitute such a warranty.



**TOWN OF CARRBORO**  
301 W. Main St.  
Carrboro, NC 27510

Created May 9, 2024





## TOWN OF CARRBORO

NORTH CAROLINA

### TRANSMITTAL

### PLANNING DEPARTMENT

**DELIVERED VIA:**  *HAND*  *MAIL*  *FAX*  *EMAIL*

**To:** Patrice Toney, Town Manager  
Mayor and Town Council

**From:** Tina Moon, Planning and Transportation Administrator

**Date:** May 15, 2024

**Subject:** Request for Map Amendment to B-1G-CZ for 400 North Greensboro Street

### PROJECT DESCRIPTION/BACKGROUND

Sam Mitchell, as representative for Bison Lodge, LLC, has submitted a petition to change the zoning of 400 North Greensboro Street from CT (Corporate Town, Residential 7,500 square feet per dwelling unit) to B-1G-CZ (General Business, Residential 3,000 square feet per dwelling unit). The property currently contains a one-story single-family home dating to the first quarter of the twentieth century. The applicant is seeking to remove the home and construct a three-story brick building with seven (7) residential units and shared common areas. A rezoning is needed for the project to move forward. A vicinity map of the property is provided for information (*Attachment C*).

It should be noted that the proposal originally included a small commercial space on the ground floor. While a commercial space is not currently envisioned as part of the project some non-residential uses have been identified, setting in place the possibility for a small restaurant or office or similar non-residential use to become part of the development at some future time without necessitating the need for an amendment to the rezoning.

A draft ordinance for the proposed rezoning has been provided (*Attachment B*). The ordinance includes a list of draft conditions; it is anticipated that the conditions may be further modified during the public hearing process. The final list of conditions must be mutually agreed upon by the applicant and the Town. Should the Town Council approve the rezoning, the applicant would follow with an application for a special use permit-A. The special use permit involves a separate public hearing process; however, the main elements of the development proposal will be determined as part of the consideration of the rezoning and any conditions approved as part of the rezoning would remain binding.

### REZONING OVERVIEW

The process for amending the official Carrboro Zoning Map is described in Article XX of the Land Use Ordinance. In accordance with Section 15-320(b) the request would be considered a minor map

amendment, in that it involves fewer than five parcels and less than fifty acres. The petition form includes four key questions for the applicant to answer:

- A. How is the proposed rezoning consistent with Town plans and policies?
- B. In what way is the subject property particularly suited for the potential uses of the new district?
- C. How will the proposed rezoning affect the value of nearby buildings?
- D. In what way does the rezoning encourage the most appropriate use of the land?

The applicant's responses to these questions are provided in (*Attachment E*).

More specific information relating to conditional zoning is discussed in Section 15-141.4, of Article IX. As noted above, the applicant must submit a list of proposed conditions as part of the application to rezone property to a conditional district (Section 15-141.4(d)). The conditions which may be in the form of written statements, graphic illustrations, or any combinations thereof, are incorporated into the ordinance that rezones the property.

### **PETITIONERS/OWNERS**

The petitioner for the rezoning request is Sam Mitchell with Bison Lodge, LLC. The application materials—a short narrative, petition for change in zoning and illustrative site plan are provided as attachments E & F.

### **DESCRIPTION OF THE AREA**

The subject property is located along the east side of North Greensboro Street at the corner of North Greensboro and Parker streets, between Shelton Street and East Poplar Street. This section of North Greensboro Street, just north of Fitch Lumber, Harris Teeter and Southern States, is the approximate location where land uses begin to shift from the commercial downtown to the residential neighborhoods. Many of the homes along North Greensboro Street date to the early twentieth century period when Carrboro was a mill town, and this specific section from East Poplar Street to Pleasant Drive and on to Estes Drive Extension includes a number of original mill homes recorded in the Town's historic architectural inventory. These mostly one and one-and one-half story frame buildings with front porches, side gables and triple-A gable forms create a pedestrian friendly scale and streetscape.

An example of more recent development is located on the property directly to the north. Approved through the conditional rezoning process, Shelton Station is an example of a mixed-use project, in that it includes commercial and residential units. The L-shaped brick building consists of a two-story commercial component facing North Greensboro Street and a larger four-story residential component in the rear. The residential component includes a combination of market rate apartments and affordable units.

Two properties are located directly behind the project site (to the east) and access North Greensboro Street by way of Parker Street. One of these properties contains a single-family home, the other is owned by Southern States and is used for overflow plant storage and related materials.

The subject property may also be identified by information in the table below.

Address	PIN	Existing Zoning	Proposed Zoning	Acres
400 North Greensboro	9778-87-6328	CT	B-1G-CZ	0.37

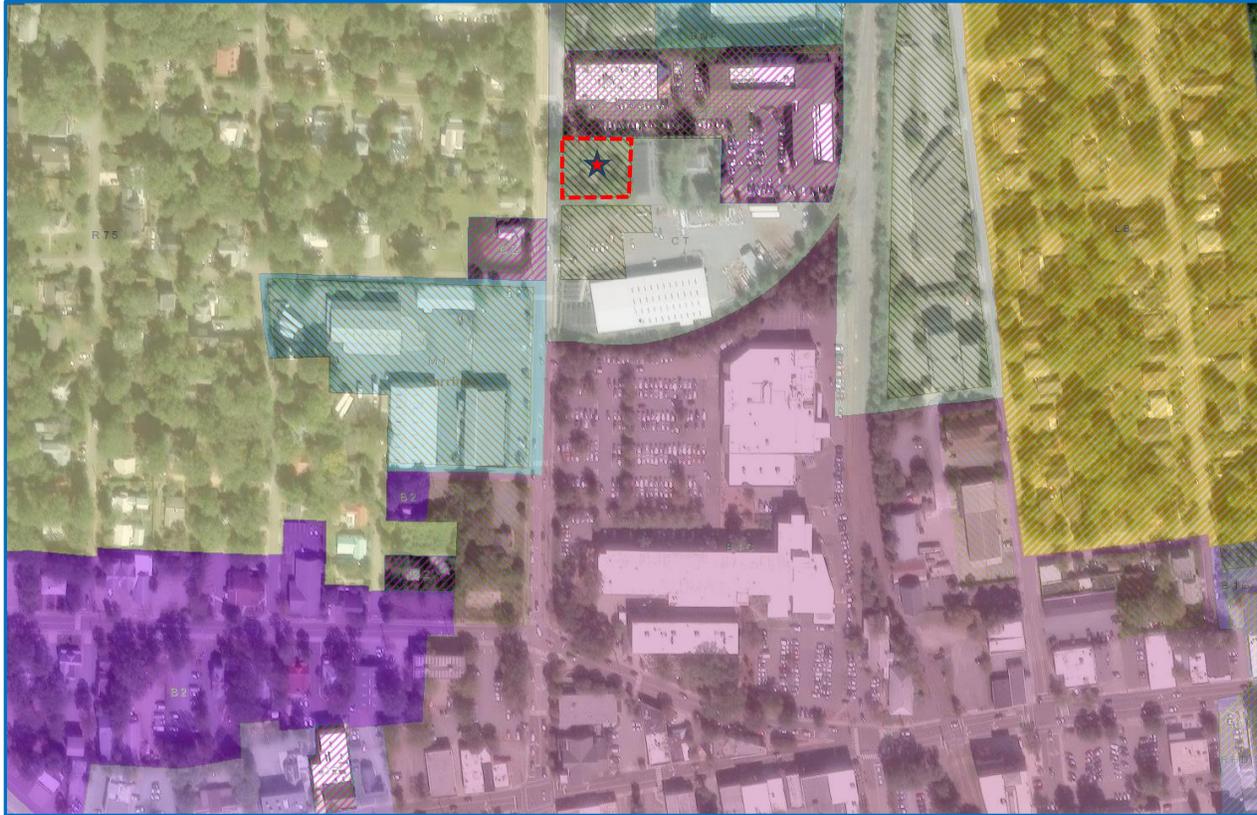
### **ADJACENT ZONING & LAND USES**

The table and map below show the site (outlined in red) and the surrounding properties with the zoning layer.

Location	Description	Zoning District	Color	Notes
400 North Greensboro	Site (outlined in red)	CT (Corporate Town), DNP	Gray	Request to rezone to B-1G-CZ
East	East of railroad - Lloyd & Broad streets	R-7.5 & Lloyd-Broad Overlay	Yellow hatching	Historic Lloyd-Broad Neighborhood
West	Fitch Lumber	M-1 (Light Manufacturing) DNP	Blue	Downtown Neighborhood Protection (DNP) Overlay District*
West	Oak Avenue & parallel streets	R-7.5	Very light gray	R-7.5 Residential, 7500 sf per dwelling unit
North	Shelton Station	B-1G-CZ DNP	Light gray with purple hatching	Developed through conditional zoning process. Downtown Neighborhood Protection (DNP) Overlay District*
South	Southern States	CT (Corporate Town), DNP	Gray	Gray hatching indicates the Downtown Neighborhood Protection (DNP) Overlay District*
South	Carr Mill and historic commercial district	B-1C Town Center Business-	Pink	Harris Teeter/Carr Mill and much of central downtown Carrboro
South/West	Weaver Street	B-2	Dark purple	B-2 (Fringe Commercial)

\*The light gray diagonal hatching indicates the Downtown Neighborhood Protection Overlay District (DNP). Commercially zoned properties in the DNP are subject to additional height, setback and design requirements where such lots abut or are located directly across the street from residentially zoned properties. A description of the DNP is provided in Section 15-143.4 of the Land Use Ordinance; the additional standards are outlined in Section 15-185.1.

### Site (outlined in red) with Zoning Classifications Shown in Colors & Hatching



### DENSITY AND DIMENSIONAL REGULATIONS

More specific information relating to the dimensional standards for the subject property and the surrounding residential districts is provided in the table below. A comparison of the density and dimensional requirements between the existing (CT) zoning district and proposed zoning district (B-1G-CZ) is also provided in the table and offers a sense of the potential development impact on adjacent properties, should the zoning change occur.

	<b>Existing Zoning CT</b>	<b>Surrounding Zoning M-1</b>	<b>Surrounding Zoning R-7.5</b>	<b>Surrounding Zoning B-1C</b>	<b>Proposed Zoning – B-1G- CZ</b>
<b>Density</b>	7,500 sf per dwelling	Residential uses not permitted	7,500 sf per dwelling unit	No minimum sf per dwelling unit	3,000 sf per dwelling unit
<b>Height</b>	Three Stories	Three Stories	35 feet	Three Stories	Three Stories
<b>Setbacks</b>	--/-- r/w; -- lot boundary	--/-- r/w; -- lot boundary	25/12.5 r/w; 10 lot boundary	--/-- r/w; -- lot boundary	--/-- r/w; -- lot boundary

As currently zoned, the property at 400 North Greensboro Street yields a base residential density of two (2) dwelling units (43,560 sf x 0.37 acres = 16,117/7500 per DU = 2) The proposed rezoning from CT to B-1G-CZ, would allow up to five (5) dwellings units under the base zoning and a possible increase to seven (7) units using the affordable density bonus (one market rate unit for one affordable unit). As described in Section 15-182.4, a payment in lieu may count as an affordable unit.

## **COMPARISON OF ZONES**

Zoning provides the planning mechanism that allows certain land uses to occur in defined areas or districts. Article IX of the LUO provides descriptions of the different zoning districts in the Town. Descriptions of the existing and proposed districts are provided below.

**EXISTING DISTRICT - CT CORPORATE TOWN.** This district is designed to create a visually attractive, commercial use district with flexible space. The district is intended to provide space for assemblage and research and development type enterprises. Any structure in this district which is proposed for non-residential use shall be located a minimum distance of 50 feet from any residential dwelling unit in the district that was in existence on July 1, 1985. In order to encourage the creation of flexible space, an average minimum building height of 18 feet for any principal structure is required. The continued use of existing residential dwelling units along North Greensboro Street is encouraged.

**PROPOSED DISTRICT -- B-1(G) GENERAL BUSINESS, CONDITIONAL.** This district is designed to accommodate a broad range of business uses. This district, because of its close proximity to established residential single family neighborhoods, is limited in the types of night uses permitted. Uses may be restricted in the hours of operation where the permit-issuing authority finds that such restrictions are necessary to prevent unreasonable disruptions to the peace and quiet of a nearby residential area.

Development in conditional zoning districts follow the same regulations applicable to the corresponding conventional district, with regard to use and permitting requirements, as modified with the conditions and restrictions imposed as part of the legislative decision creating the district and applying it to a specific site.

The Table of Permissible Uses, found in Article X, Section 15-146 of the Town of Carrboro Land Use Ordinance (LUO) lists the land uses that are allowed in each zoning district along with permitting requirements (i.e. special use permit-A, special use permit-B, zoning permit).

<http://www.townofcarrboro.org/DocumentCenter/View/691/Article-X-Permissible-Uses-PDF-with-table>

<b>General Use Category</b>	<b>Number of Uses Permitted in CT District</b>	<b>Number of Uses Permitted in B-1G District</b>	<b>Change in Uses Permitted CT to B-1G</b>
Residential (1.000)	23	22	-1
Sales and Rental of Goods (2.000)	7	7	0
Office, Clerical, Research (3.000)	6	6	0
Manufacturing, Processing, Creating, Repairing, Renovating, Painting, Cleaning, Assembling of Goods, Merchandise and Equipment (4.000)	1	1	0
Educational, Cultural, Religious, Philanthropic, Social (5.000)	6	7	+1
Recreation (6.000)	8	8	0
Institutional Residence or Care of Confinement Facilities (7.000)	3	3	0
Restaurant, Bar, Nightclub (8.000)	0	6	+6
Motor Vehicle-related (9.000)	0	2	+2
Storage and Parking (10.000)	1	1	0
Scrap Materials Salvage Yards, Junkyards, Automobile Graveyards (11.000)	0	0	0
Services and Enterprises Related to Animals (12.000)	0	1	+1
Emergency Services (13.000)	4	4	0

<b>General Use Category</b>	<b>Number of Uses Permitted in CT District</b>	<b>Number of Uses Permitted in B-1G District</b>	<b>Change in Uses Permitted CT to B-1G</b>
Agricultural, Silvicultural, Mining, Quarrying (14.000)	0	0	0
Public/Semi-public Utility Facilities (15.000)	4	7	+3
Dry Cleaner, Laundromat (16.000)	1	1	0
Utility Facilities (17.000)	7	6	-1
Towers and Related Structures (18.000)	4	4	0
Open Air Markets, Horticultural Sales (19.000)	2	3	+1
Funeral Home (20.000)	0	0	0
Cemetery (21.000)	1	1	0
Day Care (22.000)	4	4	0
Temporary Structure or Parking (23.000)	1	1	0
Bus Station (24.000)	1	1	0
Commercial Greenhouses (25.000)	0	0	0
Subdivisions (26.000)	2	2	0
Combination Uses (27.000)	1	1	0
Planned Unit Developments (28.000)	0	0	0*
Special Events (29.000)	1	1	0
Planned Industrial Development (30.000)	0	0	0*
Off-Premises Signs (31.000)	0	0	0
Village Mixed Use (32.000)	0	0	0*
Temporary Lodging (34.000)	2	1	-1

**Comparison of the Number of Uses, by General Category, in Existing and Proposed Zoning Districts.**

\* Permissible only in Planned Unit Development District, Planned Industrial Development, Village Mixed Use District, or Office/Assembly Planned Development (respectively) and subject to a conditional use permit.

The above table compares the number of permitted uses in the respective conventional zoning districts. It should be noted that the number of uses in a conditional district may be limited by conditions in the illustrative site plan and rezoning ordinance. In the proposal for 400 North Greensboro Street, the applicant is seeking to use the property for multi-family apartments: multi-family 20% units with more than 3 bedrooms (1.331) and multi-family units with no bedroom limit (1.332). The petition identifies six other non-residential uses as potential future uses. These include:

1. retail, low volume traffic generation (2.120),
2. 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. (3.110)
3. operations designed to attract little or no customer or client traffic other than employees of the entity operating the principal use (3.120),
4. 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 (3.220),
5. restaurant, bars and night clubs (8.100), and
6. restaurant with outside service or consumption (8.200).

In addition, 'neighborhood café' (8.900) was also included to the list of non-residential uses on the draft rezoning ordinance. This is a potential new classification under consideration as a LUO text amendment as part of a separation application. Should the Council approve the text amendment permitting neighborhood cafes in the B-1G district, the use would be available for the project.

## ANALYSIS

The conditional zoning mechanism allows for the approval of a site-specific development plan and conditions tailored to the individual project. The conditions, including the site plan, become binding to the rezoning and subsequent permit, in this case a special use permit-A, reviewed by the Town Council. If approved, the existing corporate town classification would be removed, and the new general business, conditional, classification applied, with the specific development proposal shown on the illustrative site plan which involves seven (7) residential units, and the possibility of converting space in the project to one or more of the non-residential uses listed above. The inclusion of a handful of non-residential uses in the rezoning allow some flexibility to modify the project at a future time without having to go back and amend the conditional district. Eight use classifications are listed on the illustrative site plan; use 8.900 (neighborhood cafes) would also be permitted as a ninth use if available in the B-1G zoning district at the time such use is proposed to be added to the building.

The draft rezoning ordinance includes nine conditions. The Council may wish to suggest additional conditions as part of their review comments. The applicant has committed to providing:

- a payment to the Affordable Housing Fund equal to one affordable unit;
- green building elements such as renewable energy, energy conservation, enhanced stormwater management. The final selection of elements to be determined as part of the special use permit process, which includes a greater level of detail than the rezoning exhibit, unless the Council wishes to request that the applicant commit to certain elements as part of the rezoning process; and
- EV charging facilities and E-bike charging facilities; the final location of these facilities will be determined as part of the permit application.

As noted above, the special use permit process will involve another public hearing, but the overall design must remain consistent with the illustrative site plan approved as part of the rezoning. The applicant will be required to demonstrate compliance with all sections of the Land Use Ordinance as part of the special use permit.

### Consistency with Adopted Plans/Policies

The approval of a legislative decision requires a statement of consistency with adopted plans or policies. Carrboro Connects 2022-2042 Comprehensive Plan provides goals, strategies, and projects that are expected to guide the Town's growth and development. In the Petition for Change of Zoning the petitioners have provided responses in support of their assertion that the proposed zoning district classification is consistent with the Town's adopted plans and policies. Staff has identified the following relevant sections of Carrboro Connects Comprehensive Plan to assist in the project review.

<b>Chapter</b>	<b>Applicable Strategies</b>	<b>Staff Comments</b>
Affordable Housing	<p><b>Consistent with:</b> 1.1</p> <p><b>Inconsistent with:</b> -</p> <p><b>Inconclusive:</b> -</p>	(AH 1.1) The applicant has identified a commitment to provide a payment in lieu of affordable housing due to small unit count (7)
Climate Action & Environment	<p><b>Consistent with:</b> -</p> <p><b>Inconsistent with:</b></p>	(ENV 1.1 & 1.2) The development will meet the requirements of Article XIX for Tree Canopy, Screening, and Landscaping. Requirements in the Land Use Ordinance offer a recommended plant

	- <b>Inconclusive:</b> ENV1.1, ENV 1.2	list, however not all of these are native plants. In addition, the developer has committed to detaining post-development runoff to the pre-development runoff levels for the 25-year storm and has indicated exploring pervious pavers and on-site rain garden features to help mitigate stormwater. The final selection of trees for compliance with the LUO will be determined as part of the SUP.
Transportation & Mobility	<b>Consistent with:</b> 2.1, 3.1, 4.1, 4.2 <b>Inconsistent with:</b> - <b>Inconclusive:</b> -	(2.1) The development meets the “close-to-transit” definition in <i>Carrboro Connects</i> , via the F route, and will provide new density near the downtown.  (3.1) The development is adding bicycle parking, 50% covered as required by ordinance. The site is located on North Greensboro Street where existing bike and pedestrian infrastructure may incentivize residents to use alternative transportation.  (4.1) The project will provide 10 bicycle parking spaces, with 50% sheltered, increasing bicycle parking infrastructure for residents.  (4.2) The illustrative site plan shows an approximate number of parking spaces based on one & two bedroom units and a possible small non-residential use. The final number of spaces and location of EV charging/E-bike charging facilities will be determined as part of the SUP application. The applicant has conveyed an intention to minimize parking on site.
	<b>Consistent with:</b> ENERGY 1.1 <b>Inconsistent with:</b> - <b>Inconclusive:</b> (final selection of elements to be determined as part of SUP-A) GSI 2.1 ENERGY 1.3	(GSI 2.1) The development will meet the 15% canopy requirement, which may provide more shade on the adjacent bike and pedestrian infrastructure and improve the tree canopy downtown.  (ENERGY 1.1 & 1.3) The project’s proximity to existing transit and bike/ped facilities aim to limit additional GHG emissions from automobile use by new residents. The project will meet state energy codes, and notes higher density offers higher efficiency of systems—more detail is needed on weatherization efforts and/or renewable energy opportunities (either in construction of the project, or for residents that live there)
Economic Sustainability	<b>Consistent with:</b> 2.1 <b>Inconsistent with:</b> - <b>Inconclusive:</b> -	(2.1) The project increases residential density in the downtown. While the development is not mixed-use, the applicant notes that the development could in the future convert the first floor to commercial use and includes some non-residential uses in the rezoning to allow for future flexibility
RPCR	N/A	Not applicable
Land Use	<b>Consistent with:</b> 1.3, 2.2, 4.1, 8.1	(1.3) The project involves the removal (relocation/demolition) of an existing one-story

	<p><b>Inconsistent with:</b></p> <p><b>Inconclusive:</b> 1.3, 2.5, 3.1</p>	<p>frame home contemporary with the period in which the mill was in operation, and in that way results in a loss of Town history, and the historic streetscape. The current proposal will meet the downtown architectural standards. The project is notably larger in scale than the remaining mill homes along North Greensboro Street, however, it includes elements found in Carr Mill and Shelton Station, such as the brick exterior, flat roof with parapet, albeit in a more classical, almost Beaux Arts design.</p> <p>(2.2) The project is pursuing rezoning for greater density along a transit node and in the downtown.</p> <p>(2.5) Since the project is designed for a specific group of people, the cost benefit for a denser project may be more difficult to quantify.</p> <p>(3.1) The specific site design features to be determined as part of the SUP. At least 3 green site/building features will need to be included in the project to comply with the LUO.</p> <p>(8.1) The development increases density along North Greensboro Street, aligning with the Future Land Use map and changes identified in both the Downtown Corridor Plan and the Estes and N. Greensboro Corridor Plan</p> <p>(4.1) The development's proximity to transit, connection to existing bike and pedestrian facilities, and reduced parking does meet the plans goals of promoting development that reduces GHG emissions by reducing auto-dependence.</p>
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### CONSIDERATIONS/SUMMARY COMMENTS

- Adopted policies support the establishment of conditional districts.
- The conditional district process (legislative action for the rezoning) is expected to mitigate the associated impacts of the additional density requested as part of this development.
- Town policies acknowledge an interest and need for increased residential density along priority corridors, with diverse housing options.
- The site's location provides connections to surrounding neighborhoods within reasonable distances for walking, biking.
- The proposal to rezone to B-1G retains the commercial classification; the inclusion of some non-residential uses allows for the possibility for the project to include a commercial component at some point in the future.

- The applicant has agreed to provide a payment to the Affordable Housing Fund in the amount of one affordable unit. The amount is determined by multiplying the average of median home sales prices, as obtained from MLS data, of the previous three years for the Chapel Hill Carrboro City School District, by 10%. the Town and listed in the annual fee schedule.
- The applicant identified policy provisions appear to be consistent with the request. These are included as part of the petition (*Attachment E*).

### **ACTION REQUESTED**

Staff requests that the Town Council receive public comment and consider the request to rezone the property at 400 North Greensboro Street to B-1G-CZ.

### **RELEVANT ORDINANCE PROVISIONS**

The LUO describes the steps for the Council when adopting or rejecting any zoning map or text amendment, as noted in the excerpt below from Section 15-324.

Section 15-324(d) - The Council shall adopt a statement describing whether the action is consistent or inconsistent with an adopted comprehensive plan.

Section 15-324(d)(1) - If the amendment is adopted and the action was deemed inconsistent with the adopted plan, the zoning amendment shall have the effect of also amending any future land use map in the approved plan, and no additional request or application for a plan amendment shall be required.

Section 15-324(d)(2) - A plan amendment and zoning amendment may be considered concurrently.

Section 15-324(d1) - When adopting or rejecting any petition for a zoning map amendment the Council shall adopt a statement explaining the reasonableness of the proposed rezoning. The statement of reasonableness may consider, among other factors: (i) the size, physical conditions, and other attributes of any area proposed to be rezoned; (ii) the benefits and detriments to the landowners, the neighbors, and the surrounding community; (iii) the relationship between the current actual and permissible development and the development permissible under the proposed amendment, (iv) why the action taken is in the public interest; and (v) any changed conditions warranting the amendment.

Section 15-325 of the LUO specifies that when considering an amendment, the central issue before the Town Council is “whether the proposed amendment advances the public health, safety or welfare.” The Council is obligated to disregard advantages or disadvantages to the individual requesting the change and must consider the impact of the proposed change on the public at large.

Please also note the expanded conflict of interest provisions adopted as part of 160D, which extends the conflict of interest to include familial, business, or other associational relationships.

Relevant excerpts from Land Use Ordinance articles IX and XX are included in the agenda packet as (*Attachment H*).



JIM SPENCER ARCHITECTS, PA  
 109A Brewer Lane | PO Box 385  
 Carrboro, NC 27510  
 919.960.6680

August 31, 2023

## **Conditional Zoning Submittal Narrative/Potential Conditions**

### **Summary**

Sam Mitchell and partners propose a conditional rezoning and construction of a new building on the lot at 400 North Greensboro Street in Carrboro. The existing zoning is CT, with adjacent zoning lots of CT, B1-G CZ, and R75. The proposed building is a multifamily owner-occupied three-story building with minimal on-site parking to its rear (east) and other exterior improvements. We have listed below specific categories related to the proposed rezoning and our approach to each. Please also find attached the Owner's answers to Question 7 of the rezoning petition application. Thank you for your consideration and we look forward to moving this project forward.

### **Zoning**

After discussions with town staff, this application proposes rezoning the lot from CT to B-1-G CZ. This zone fits with the town's new comprehensive plan goals of increased density and mixed residential and commercial projects downtown.

### **Appendix I – Storm Water Control**

It is likely that no storm water on site treatment would be required for the parcel is the net increase in impervious is less than 5,000 square feet. However, it has been discussed with staff and the owners are committed to some on-site storm water control measures. Our current proposal is for a combination of pervious pavers and on-site rain garden features. Details will follow, but our commitment is that the project will detain the post-development runoff to the pre-development runoff levels for the 25-year storm.

### **Table 15-178 and Appendix D – Parking**

B-1-G presumptive, 1.330 apartments 1.5 per unit; ground level retail or convertible space 8.100 – 1 per 100 square feet

We anticipate a potential change in the minimum parking standards for the town during this process. However, the owners would like to minimize their parking on site regardless of the presumptive requirements. The current proposal is for eleven parking spaces (ten regular plus one accessible).

### **15-178 – Downtown Architectural Standards**

Rezoning to B1-G CZ would require compliance or alternate approval. The current proposal would meet these requirements.

Primary Entry articulated by recess or awning; Glazing primary façade 60% ground, 40% overall; 20% shade free area; parking area shading/shielding; maximum 45' building bay articulation; exterior materials exclusions.

### **15-181 – Lot Size**

The proposed building/lot meets this requirement, the site is approximately 15,955 square feet. B1-G CZ requires 3,000 sf for residential, otherwise no limit)

### **15-182 – Density/Unit Count**

The current lot (if rezoned to B1-G CZ supports 5 units at the roughly 16,000 square feet on the lot. The proposal is for seven (7) units. We plan to meet the requirements of section 15-141.4 (k) to achieve this higher density. Current plans call for meeting the provisions of at least three of:

- ~ Storm water management
- ~ Water conservation
- ~ Energy conservation
- ~ On site energy production
- ~ Provisions for affordable housing
- ~ Alternate transportation
- ~ Provisions for public art/outdoor amenities

Details will be presented during the rezoning and SUP processes.

#### **15-182.4 – Affordable Units**

Owners plan to offer a payment in lieu for affordable housing due to small unit count.

### **15-183 – Lot width**

B1-G no minimum required

### **15-184 – Setbacks**

Current proposal will meet requirements of this section.

B1-G – none required except for street (30' from street center line)

### **15-185 – Height**

Proposal will meet requirements of this section.

B1-G– lot is adjacent to N. Greensboro (over 50' ROW) and Parker Street (16' ROW).

#### **15-185.1 – Downtown Neighborhood Protection Overlay (DNP)**

Proposal will meet the requirements of this section.

DNP buffer, but lot is not adjacent to residential except across the street. Review Article XII on this and setbacks. Front façade has 10' setback at two stories to meet this requirement.

**Service Area**

Proposal is to use roll-out type recycling and refuse containers.

**Article XIX – Tree Canopy/Screening/Landscaping**

Proposal will meet the requirements of this section, or will propose alternate compliance if street or other site trees must be removed due to construction activities. These are being reviewed by an arborist.

15% tree canopy required

Screening – may ask for some relief due to safety/openness of this urban location.

*Note: current landscaping on site plan is illustrative only. We are having existing site trees reviewed by an arborist and landscaping designed by David Swanson.*

**Lighting/ Light Spill/ Performance Standards**

To be addressed in SUP process, plan is to meet standards.

**Recreation Amenities/Open Space requirements**

Will meet requirements of Downtown Architectural Standards/amenities instead due to B-1-G CZ zoning.

Please let us know if you need additional information. We look forward to working through the approvals process on this exciting project for downtown Carrboro.

Regards,



Jim Spencer, AIA, LEED BD+C  
Jim Spencer Architects, PA



**CARRBORO DEVELOPMENT GUIDE  
APPENDIX A**

EXISTING STRUCTURES AND USES:

\_\_\_\_\_  
\_\_\_\_\_

c. OWNER: \_\_\_\_\_

TAX MAP: \_\_\_\_\_ BLOCK: \_\_\_\_\_ LOT: \_\_\_\_\_ ACREAGE: \_\_\_\_\_ PARCEL: \_\_\_\_\_

SUBDIVISION NAME: \_\_\_\_\_ FRONTAGE: \_\_\_\_\_ DEPTH: \_\_\_\_\_

EXISTING STRUCTURES AND USES:

\_\_\_\_\_  
\_\_\_\_\_

d. OWNER: \_\_\_\_\_

TAX MAP: \_\_\_\_\_ BLOCK: \_\_\_\_\_ LOT: \_\_\_\_\_ ACREAGE: \_\_\_\_\_ PARCEL: \_\_\_\_\_

SUBDIVISION NAME: \_\_\_\_\_ FRONTAGE: \_\_\_\_\_ DEPTH: \_\_\_\_\_

EXISTING STRUCTURES AND USES:

\_\_\_\_\_  
\_\_\_\_\_

5. NAMES AND ADDRESSES OF ALL PERSONS WHOSE PROPERTY OR ANY PART THEREOF IS WITHIN 1000 FEET IN ANY DIRECTION OF THE PROPERTY SOUGHT TO BE REZONED.

NAME	ADDRESS
See attached list and map	

6. HAS THIS PROPERTY BEEN THE SUBJECT OF A ZONING CHANGE SINCE 1979? YES  NO   
If "YES", WHEN? 6/20/2006 estimated

7. PLEASE SET OUT AND EXPLAIN THOSE CIRCUMSTANCES PERTINENT TO THE PROPERTY AND THE MANNER IT RELATES TO THE TOWN THAT DEMONSTRATE THAT THE PROPOSED ZONING DISTRICT CLASSIFICATION IS CONSISTENT WITH THE TOWN'S COMPREHENSIVE PLAN. MORE SPECIFICALLY:

(a) How do the potential uses in the new district classification relate to the existing character of the area?

See attached narrative for each question  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CARRBORO DEVELOPMENT GUIDE  
APPENDIX A

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(b) In what way is the property proposed for rezoning peculiarly/particularly suited for the potential uses of the new district?

See attached narrative for each question

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(c) How will the proposed rezoning affect the value of nearby buildings?

See attached narrative for each question

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(d) In what way does the rezoning encourage the most appropriate use of the land in the planning jurisdiction?

See attached narrative for each question

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WHEREFORE, THE PETITIONER REQUESTS THAT THE OFFICIAL ZONING MAP BE AMENDED AS SET OUT ABOVE. THIS IS THE 31st DAY OF August, 2023.

PETITIONER'S SIGNATURE: *James C. Spencer III* *CAW* *[Signature]*

**PLEASE NOTE:**

For all the persons identified under "5", please attach addressed envelopes with the correct postage. Oversight of this requirement could delay processing your rezoning request.



JIM SPENCER ARCHITECTS, PA  
 109A Brewer Lane | PO Box 385  
 Carrboro, NC 27510  
 919.960.6680

**Revised 3.21.24**  
**Conditional Rezoning Petition Application**  
**400 North Greensboro Street, Carrboro, North Carolina 27510**

**7). PLEASE SET OUT AND EXPLAIN THOSE CIRCUMSTANCES PERTINENT TO THE PROPERTY AND THE MANNER IT RELATES TO THE TOWN THAT DEMONSTRATE THAT THE PROPOSED ZONING DISTRICT CLASSIFICATION IS CONSISTENT WITH THE TOWN'S COMPREHENSIVE PLAN. MORE SPECIFICALLY:**

**(a) How do the potential uses in the new district classification relate to the existing character of the area?**

Increased residential density on the property at 400 North Greensboro would align its use more closely with the intensity of use on neighboring properties. To the South are bustling commercial properties including Southern States, Harris Teeter, Carr Mill and Fitch Lumber, all of which are housed in large-scale buildings. Immediately to the North of the property is Shelton Station, a mixed-use development that includes a substantial mid-rise apartment building. A small apartment building, which the B-1-G CZ designation would allow, is a fitting use in the context of those neighboring properties.

This would be consistent with the development strategy stated in the new Carrboro Connects Comprehensive Plan which asks to “identify and consider additional density, where appropriate, to allow for housing or mixed-use development along N. Greensboro St.” 400 North Greensboro is a property that is ideally located for greater density.

**b) In what way is the property proposed for rezoning peculiarly/particularly suited for the potential uses of the new district?**

The property is situated at the northern end of a busy section of North Greensboro Street bracketed by larger buildings including The 203 Project to the South and Shelton Station to the North. 400 North Greensboro is a lot that is like a “missing tooth” in that area of greater density. At the same time, 400 North Greensboro is across the street from residential properties and at the northern edge of the area where Downtown Carrboro becomes decidedly more residential. Currently the site is occupied by a one-story, vacant single-family residence that is somewhat out of place amongst its larger neighbors. A multi-family building as allowed by the proposed B-1-G CZ zoning, could better match the massing of surrounding buildings and the use group with near neighbors.

A change of zone to B-1-G CZ would also fit with the Carrboro Connects Comprehensive Plan goal of promoting walkable, “15-minute neighborhoods”. The additional residents of a multi-family residential building at 400 North Greensboro would contribute to the vibrancy of Downtown Carrboro.

**(c) How will the proposed rezoning affect the value of nearby buildings?**

The change of zoning to B-1-G CZ, which would allow for more smaller units, bringing more residents per acre to the property, will increase foot traffic to surrounding businesses. And, given that most of the nearby buildings hold commercial enterprises, more potential visitors to the businesses in those buildings should increase the value of those buildings. This is consistent with the goals of the Carrboro Connects Comprehensive Plan, which states:

“identify areas along key corridors in which a range of housing and economic development strategies can result in high-quality redevelopment opportunities that are walkable, transit-accessible, and near amenities such as parks, community services, and businesses.”

**(d) In what way does the rezoning encourage the most appropriate use of the land in the planning jurisdiction?**

The Carrboro Connects Comprehensive Plan states the intention to “Use (zoning) Ordinance to identify opportunities to strategically support higher density levels in appropriate locations, and incentivize strategies that yield a higher number of residential units of smaller sizes”. As noted above, 400 North Greensboro is adjacent to and near other multi-family residential properties, and is a clear opportunity where B-1-G CZ rezoning would allow development a “higher number of residential units of smaller sizes” in a key location in Downtown Carrboro. This project fits closely the description of the goals of both the CT district and the B-1-G, to have more density in an attractive, complementary building. The rezoning of this site will simply provide more residential density per the goals of the new Carrboro Connects Comprehensive Plan.

# MITCHELL

400 N. GREENSBORO ST.  
CARRBORO, NC 27510

PIN: 9778876328



SECTION #	REGULATION	EXISTING CT w/DNP OVERLAY	PROPOSED OPTIONS: B1-G, CRZ
15-146	PERMISSIBLE USES	MULTI-FAMILY LIMITED TO ~14,375 SF	1.331; 1.332 (MF RES); FUTURE- 2.120; 3.110; 3.120; 3.220; 8.100; 8.200
15-178	DOWNTOWN ARCHITECTURAL STANDARDS	ARTICULATED ENTRIES GLAZING: 60% GROUND, 40% OVERALL, 20%	ARTICULATED ENTRIES GLAZING: 60% GROUND, 40% OVERALL, 20% SHADE FREE
15-181	LOT SIZE	40,000	3,000 SF RESIDENTIAL (OTHERWISE NO LIMIT)
15-182	RESIDENTIAL DENSITY	7,500	3,000
15-182.4	AFFORDABLE UNITS	15% COUNCIL GOAL	15% COUNCIL GOAL OR PAYEMENT IN LIEU
15-183	LOT WIDTH	100	NO MINIMUM
15-184	SETBACKS	(N/A WITH SURVEY EST. PROPERTY LINE) SRTEET ONLY, 30' CENTERLINE	N/A WITH SURVEY EST. PROPERTY LINE) SRTEET ONLY, 30' CENTERLINE
15-185	BUILDING HEIGHT	(3) STORIES	ADJACENT TO N. GREENSBORO (OVER 50' ROW) & PARKER ST. (16' ROW) 3 STORIES
15-185.1	DNP BUFFER	BULDING LENGTH ALONG BOUNDARY <80% LOT OR 80' MAX	BULDING LENGTH ALONG BOUNDARY <80% LOT (86.4') OR 80' MAX, 10' STEP BACK FROM SECOND FLOOR FACADE
15-291	PARKING	2/DWELLING UNIT	1/BED, MAX 2/UNIT
	BICYCLE PARKING	1.5/UNIT	1.5/UNIT / 50% COVERED
15-250	SCREENING OF DUMPSTERS	REQUIRED IF CLEARLY VISIBLE	REQUIRED IF CLEARLY VISIBLE
15-308	SCREENING & TREES	"C" TYPE	(MULTI-FAMILY AS COMMERCIAL) = 15% CANOPY "C" TYPE
15-196	RECREATIONAL AREA POINTS		THIS ZONING REQUIRES DLA AND URBAN AMENITIES POINTS IN LIEU OF RA
15-198	OPEN SPACE		THIS ZONING REQUIRES DLA AND URBAN AMENITIES POINTS IN LIEU OF RA

NOTE REGARDING PARKING:  
APPLICANT ACKNOWLEDGES THAT FUTURE  
USE OF PORTIONS OF THE PROPERTY USED  
FOR COMMERCIAL USE WOULD REQUIRE  
COMPLIANCE WITH THE TOWN OF CARRBORO  
LAND USE ORDINANCE

SHEET LIST	
TITLE	#
COVER SHEET	CVR
EXISTING SURVEY	EC1
SITE LAYOUT PLAN	C3.1
GRADING & DRAINAGE	C3.2
UTILITY PLAN	C6.1
FLOOR PLATES	A1
ELEVATIONS	A2
PERSPECTIVES	A3
STRUCTURAL (RESERVED)	S
MECHANICAL (RESERVED)	M
PLUMBING (RESERVED)	P
ELECTRICAL (RESERVED)	E
FIRE ALARM (RESERVED)	FA



**JIM SPENCER ARCHITECTS, PA**

109-A BREWER LANE  
CARRBORO, NC 27510

919.960.6690  
JSPENCERJSA@GMAIL.COM

**OWNER**

MITCHELL  
SAM MITCHELL  
BISON LODGE, LLC  
50 ELM STREET, SECOND FLOOR  
NEW HAVEN, CT 06510

sam@mitchellstudio.net  
203-668-7746

**STRUCTURAL ENGINEER**

JAMES CZAR, PE  
SARMIRAN, PLLC  
PO BOX 1378  
HILLSBOROUGH, NC 27278

jczar@sarmiran.com  
919-880-9492

**MEP**

NAME  
ADDRESS  
PHONE  
EMAIL

**SITE & CIVIL**

MICHAEL FIOCCO  
CIVIL CONSULTANTS, INC  
3708 LYCKAN PARKWAY, SUITE 201  
DURHAM, NC 27707

michael.fiocco@civil-consultants.com  
919-599-6696

**GENERAL CONTRACTOR**

NAME  
ADDRESS  
PHONE  
EMAIL

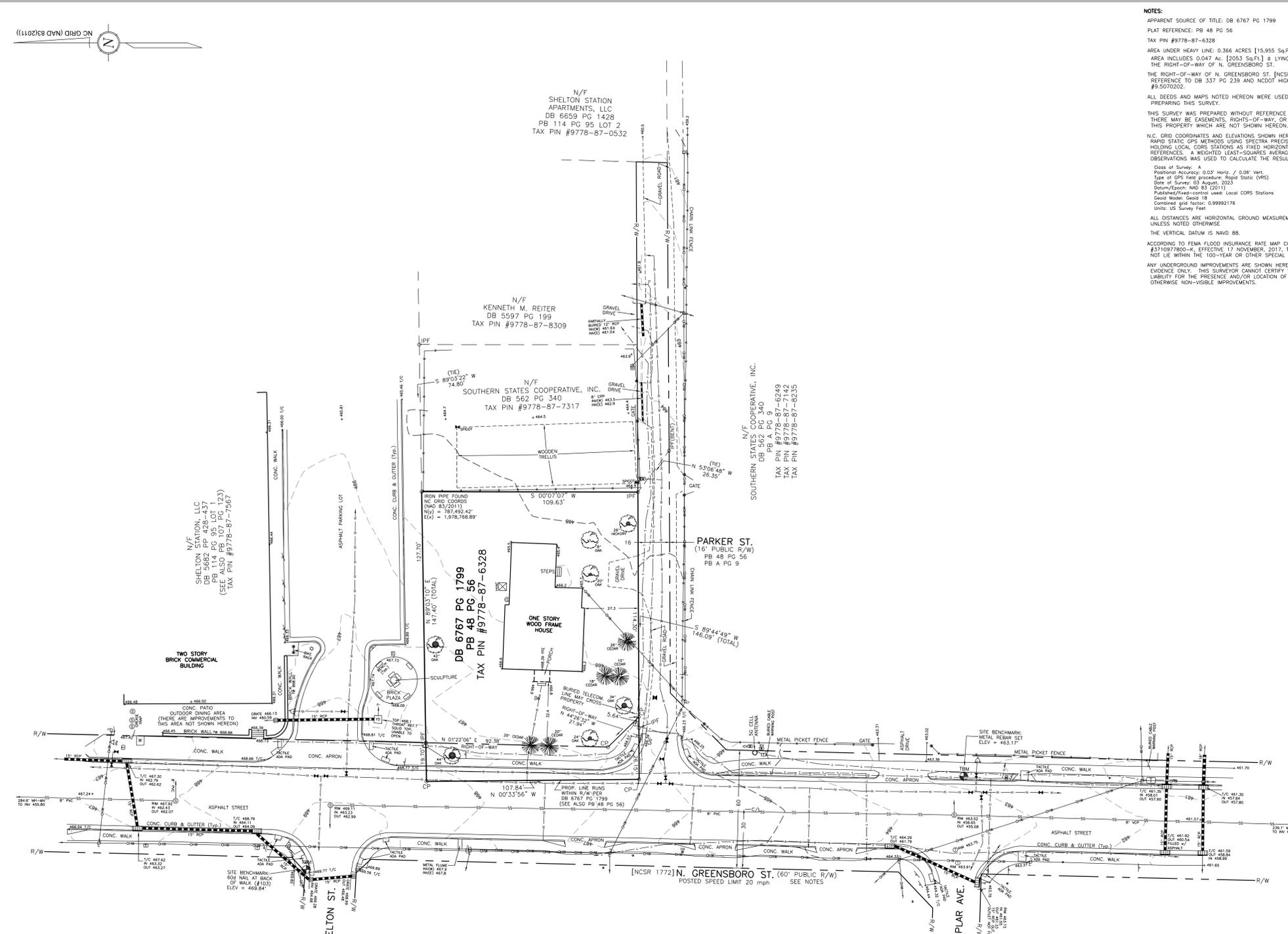
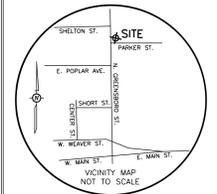
**CONDITIONAL  
REZONING  
APPLICATION**

DATE 2ND REVISION 2024.03.21

THESE DRAWINGS ARE INSTRUMENTS OF SERVICE AND AS SUCH SHALL REMAIN THE PROPERTY OF THE ARCHITECT. THEY HAVE BEEN PREPARED FOR A SPECIFIC PROJECT AND SHALL NOT BE USED IN CONNECTION WITH ANY OTHER PROJECT WITHOUT THE PRIOR WRITTEN PERMISSION OF THE ARCHITECT. ALL RIGHTS RESERVED. \\JIMS-NEW-PC\jso-active\MITCHELL-400 N GREENSBORO\SCHEMATICS\2023-07-26\_400-SD.rvt 168

**LEGEND OF STANDARD SYMBOLS**

Utility Pole	Storm Water Line	Iron Pipe Found	Right of Way
Light Pole	Sanitary Sewer Line	Iron Rebar Found	Right of Way
Spot Light	Overhead Wires	Magnetic Nail Found	Right of Way
Electric Manhole	Buried Electric Line	Chiseled "X" Found	Right of Way
Elec. Service/Vault	Buried Gas Line	Concrete Monument Found	Right of Way
Electrical Cabinet	Buried Telecom Line	Magnetic Nail Set	Right of Way
Heating/Air Unit	Buried Water Line	Computed Point (No Corner Monument Found or Set)	Right of Way
Telecom Pedestal	Metal Fence Line	Now or Formerly	Right of Way
Telecom Manhole	Wooden Fence Line	Finished Floor Elevation	Right of Way
Telecom Vault	Tree Line	Handicap	Right of Way
Traffic Signal Cabinet	Iron Pipe Found	Corrugated Plastic Pipe	Right of Way
Gas Meter	Iron Rebar Found	Corrugated Metal Pipe	Right of Way
Gas Valve	Magnetic Nail Found	Vitrified Clay Pipe	Right of Way
Water Meter	Chiseled "X" Set	Chord	Right of Way
Irrigation Control Valve	Magnetic Nail Set	Typical	Right of Way
Backflow Preventor	Computed Point (No Corner Monument Found or Set)	Top of Curb	Right of Way
Water Valve Manhole	Now or Formerly	Edge of Pavement	Right of Way
Fire Hydrant	Finished Floor Elevation	Top of Wall	Right of Way
Post Indicator Valve	Handicap	Bottom of Wall	Right of Way
Fire Dept. Connection	Conc. Storm Pipe	Top of Steps	Right of Way
Well	Corrugated Plastic Pipe	Bottom of Steps	Right of Way
Sanitary Manhole	Corrugated Metal Pipe	Invert Elevation	Right of Way
Sanitary Cleanout	Vitrified Clay Pipe	Centerline	Right of Way
Concrete Catch Basin	Chord	Temp. Bench Mark	Right of Way
Cast Iron Catch Basin	Typical	Survey Control Pt.	Right of Way
Drop Inlet w/ Grate	Top of Curb		
Concrete Yard Drain	Edge of Pavement		
Storm Manhole	Top of Wall		
Storm Pipe End	Bottom of Wall		
Sign	Top of Steps		
Monitoring Well	Invert Elevation		
Mail Box	Centerline		
Bollard	Temp. Bench Mark		
	Survey Control Pt.		



**NOTES:**

APPARENT SOURCE OF TITLE: DB 6767 PG 1799  
 PLAT REFERENCE: PB 48 PG 56  
 TAX PIN #9778-87-6328

AREA UNDER HEAVY LINE: 0.366 ACRES [15,955 Sq.Ft.], MORE OR LESS  
 AREA INCLUDES 0.047 AC. [2053 Sq.Ft.] ± LYING WITHIN  
 THE RIGHT-OF-WAY OF N. GREENSBORO ST.

THE RIGHT-OF-WAY OF N. GREENSBORO ST. [NCSR 1772] WAS RE-ESTABLISHED  
 REFERENCE TO DB 337 PG 239 AND NCDOT HIGHWAY PLANS FOR PROJECT  
 #9-5070202.

ALL DEEDS AND MAPS NOTED HEREON WERE USED AS REFERENCES IN  
 PREPARING THIS SURVEY.

THIS SURVEY WAS PREPARED WITHOUT REFERENCE TO A CURRENT TITLE REPORT.  
 THERE MAY BE EASEMENTS, RIGHTS-OF-WAY, OR OTHER MATTERS AFFECTING  
 THIS PROPERTY WHICH ARE NOT SHOWN HEREON.

N.C. GRID COORDINATES AND ELEVATIONS SHOWN HEREON WERE ESTABLISHED BY  
 RANGED STATIC GPS METHODS USING SPECTRA PRECISION SP-80 GPS EQUIPMENT,  
 HOLDING LOCAL CORRS STATIONS AS FIXED HORIZONTAL AND VERTICAL  
 REFERENCES. A WEIGHTED LEAST-SQUARES AVERAGE OF THREE INDEPENDENT  
 OBSERVATIONS WAS USED TO CALCULATE THE RESULTANT POSITIONS.

Class of Survey: A  
 Horizontal Accuracy: 0.03' Horiz. / 0.06' Vert.  
 Type of GPS Field Procedure: Rapid Static (RS)  
 Date of Survey: 03 August, 2023  
 Datum/EPOCH: NAD 83 (2011)  
 Publication/Field-Control: None  
 Local CORRS Stations  
 Grid Model: Scaled 1B  
 Combined grid factor: 0.99992176  
 Units: US Survey Feet

ALL DISTANCES ARE HORIZONTAL GROUND MEASUREMENTS  
 UNLESS NOTED OTHERWISE.

THE VERTICAL DATUM IS NAVD 88.

ACCORDING TO FEMA FLOOD INSURANCE RATE MAP COMMUNITY PANEL  
 #371097800-K, EFFECTIVE 17 NOVEMBER, 2019, THIS SITE DOES  
 NOT LIE WITHIN THE 100-YEAR OR OTHER SPECIAL HAZARD FLOOD ZONE.

ANY UNDERGROUND IMPROVEMENTS ARE SHOWN HEREON BASED ON SURFACE  
 EVIDENCE ONLY. THIS SURVEYOR CANNOT CERTIFY TO NOR ACCEPT  
 LIABILITY FOR THE PRESENCE AND/OR LOCATION OF BURIED OR  
 OTHERWISE NON-VISIBLE IMPROVEMENTS.

**SURVEYOR'S CERTIFICATE**  
 MICHAEL A. MCKENNA, certify that this map  
 was drawn under my supervision from an actual  
 survey made under my supervision (description  
 recorded in book 8762, Page 1299, etc.);  
 that the boundaries not surveyed are correctly  
 indicated as drawn from information found in book  
 8762, page 1299; that the date of precision  
 as calculated is 1,902.53; that this map meets  
 the requirements of The Standards of Practice for  
 Surveying in North Carolina (21 NCAC 56.1600); that  
 topographic data is shown per an actual ground survey;  
 and that the vertical accuracy of topographic data  
 conforms to the United States National Map Accuracy  
 Standards.

Witness my original signature, registration number  
 and Seal this 17th day of August, A.D. 2023.

*Michael A. McKenna*  
 SURVEYOR LICENSE NUMBER L-4519

NEVER FINGER, STAMP AND SEAL THE SE & RESEMBER  
 YOU WILL BE RECORDING, SALS OR CONVEYING



**SSM**  
 SACKS SURVEYING & MAPPING, P.C.

Land Surveyors  
 3308-B Edgefield Road  
 Greensboro, NC 27409  
 (336) 951-0904  
 FAX: 951-0908  
 WWW.SSM.LANDS  
 1980.LIC.01-2200

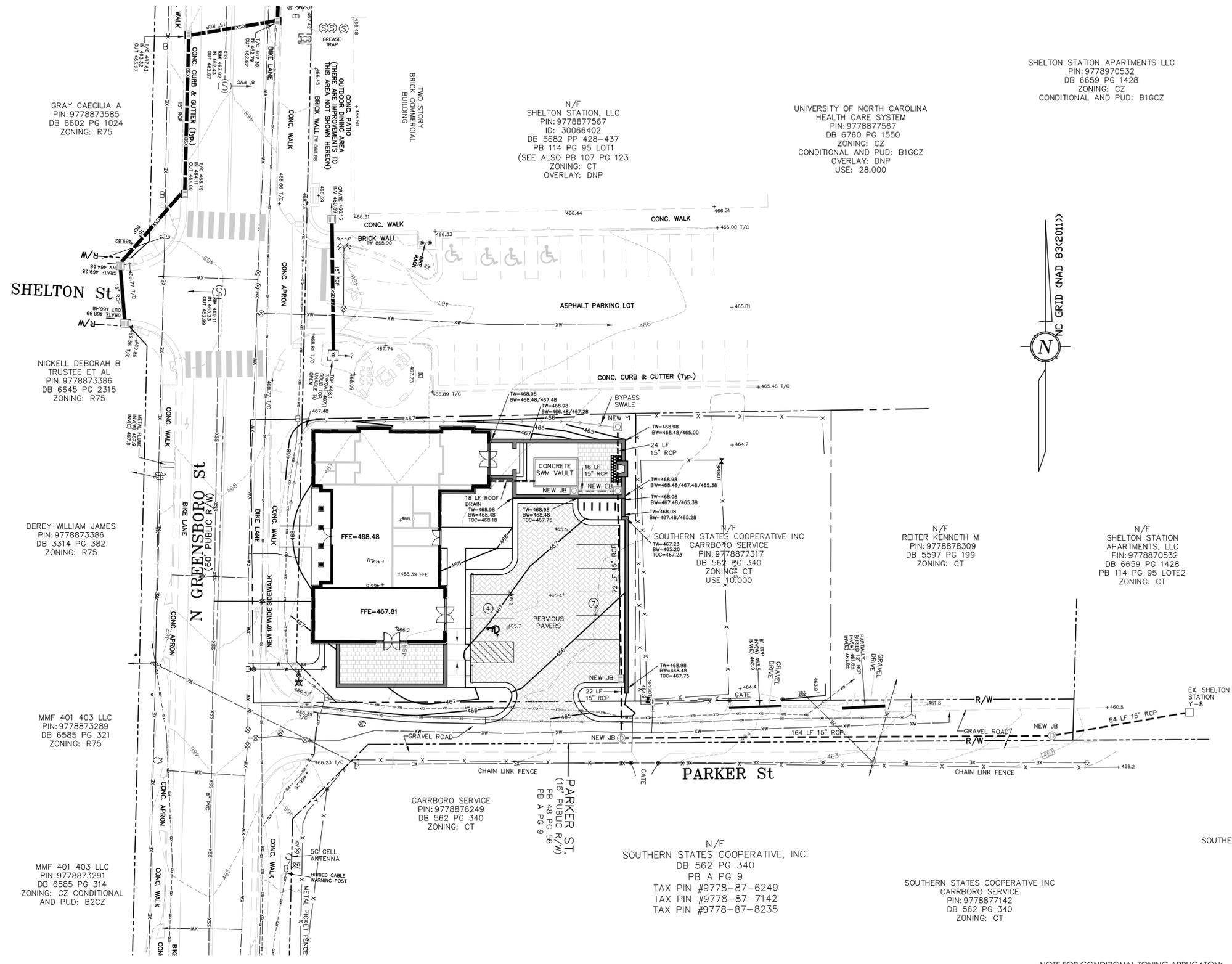
**BOUNDARY &  
 TOPOGRAPHIC SURVEY**  
**400 N. GREENSBORO STREET**  
 TAX PARCEL #9778-87-6328  
 TOWN OF CARRBORO, ORANGE COUNTY, N.C.  
 DATE OF LAST FIELD INSPECTION: 17 AUGUST, 2023  
 SCALE 1 INCH = 20 FEET  
 CONTOUR INTERVAL = ONE FOOT (NAVD 88)

0 10 20 40 80

DRAWING FILE NAME: 404-GRNBSBORO-CARRBORO.DWG



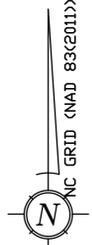
**400 GREENSBORO STREET**  
 CARRBORO, NORTH CAROLINA  
**GRADING & DRAINAGE PLAN**



SHELTON STATION APARTMENTS LLC  
 PIN: 9778970532  
 DB 6659 PG 1428  
 ZONING: CZ  
 CONDITIONAL AND PUD: B1GCZ

N/F  
 SHELTON STATION, LLC  
 PIN: 9778877567  
 ID: 30066402  
 DB 5682 PP 428-437  
 PB 114 PG 95 LOT1  
 (SEE ALSO PB 107 PG 123)  
 ZONING: CT  
 OVERLAY: DNP

UNIVERSITY OF NORTH CAROLINA  
 HEALTH CARE SYSTEM  
 PIN: 9778877567  
 DB 6760 PG 1550  
 ZONING: CZ  
 CONDITIONAL AND PUD: B1GCZ  
 OVERLAY: DNP  
 USE: 28.000



GRAY CAECILIA A  
 PIN: 9778873585  
 DB 6602 PG 1024  
 ZONING: R75

NICKELL DEBORAH B  
 TRUSTEE ET AL  
 PIN: 9778873386  
 DB 6645 PG 2315  
 ZONING: R75

DEREY WILLIAM JAMES  
 PIN: 9778873386  
 DB 3314 PG 382  
 ZONING: R75

MMF 401 403 LLC  
 PIN: 9778873289  
 DB 6585 PG 321  
 ZONING: R75

MMF 401 403 LLC  
 PIN: 9778873291  
 DB 6585 PG 314  
 ZONING: CZ CONDITIONAL  
 AND PUD: B2CZ

CARRBORO SERVICE  
 PIN: 9778876249  
 DB 562 PG 340  
 ZONING: CT

N/F  
 SOUTHERN STATES COOPERATIVE, INC.  
 DB 562 PG 340  
 PB A PG 9  
 TAX PIN #9778-87-6249  
 TAX PIN #9778-87-7142  
 TAX PIN #9778-87-8235

SOUTHERN STATES COOPERATIVE INC  
 CARRBORO SERVICE  
 PIN: 9778877142  
 DB 562 PG 340  
 ZONING: CT

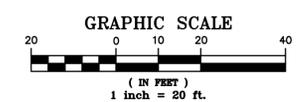
SOUTHERN STATES COOPERATIVE INC  
 CARRBORO SERVICE  
 PIN: 9778879235  
 DB 562 PG 340  
 ZONING: CT

NOTE FOR CONDITIONAL ZONING APPLICATION:  
 THIS PLAN IS ILLUSTRATIVE OF THE GRADING AND DRAINAGE FOR THE SITE - IT DOES NOT REFLECT THE FINAL CONFIGURATION OF THE PARKER STREET ENTRY AND PARKING - SEE SHEET C3.1 FOR SITE PLAN

**CONDITIONAL ZONING DRAWING SET**



Know what's below.  
 Call before you dig.  
 (Or call: 1-800-632-4949)

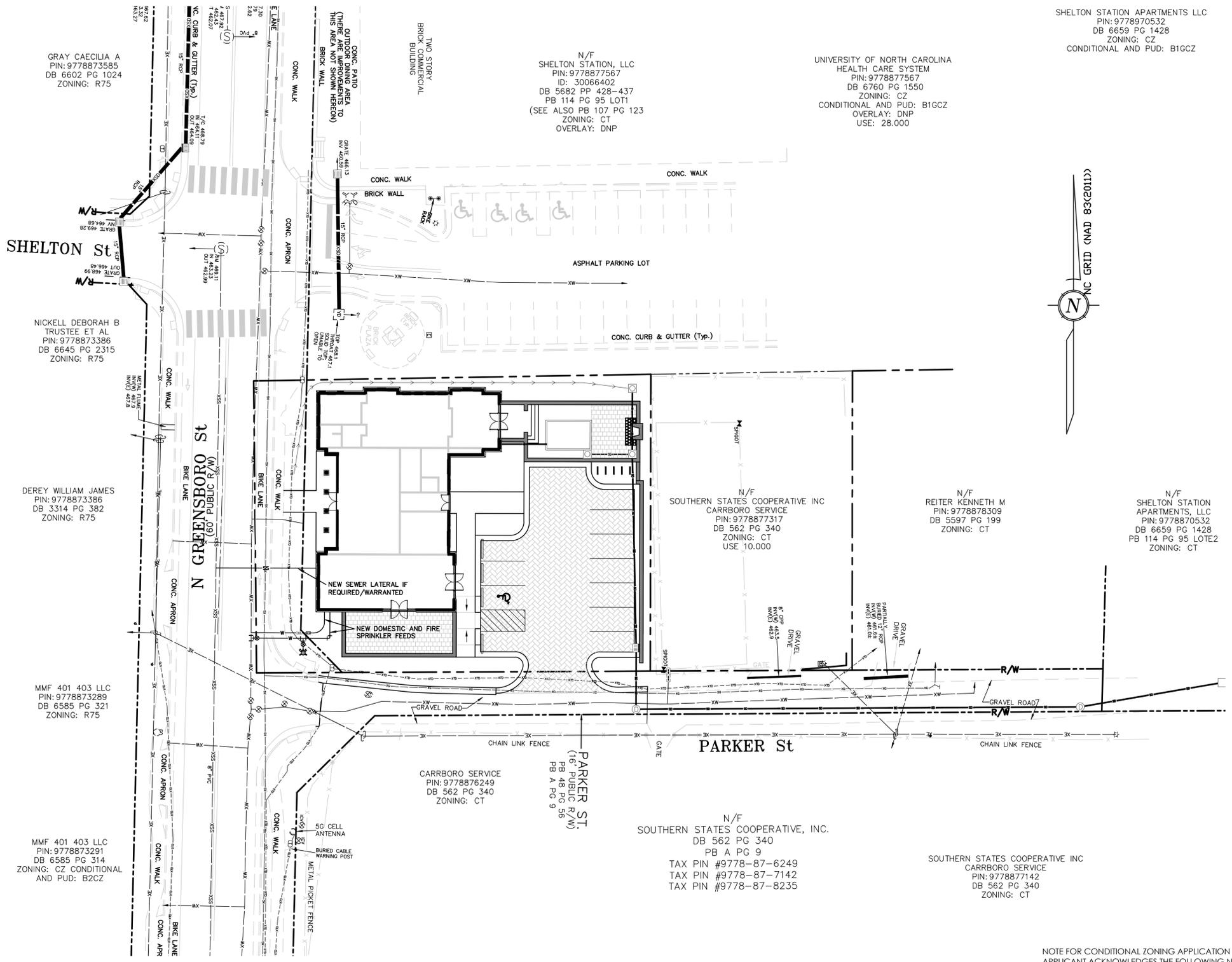


REV.	DATE	DESCRIPTION
1ST REVISION	2023.12.07	TOWN OF CARRBORO COMMENTS 1
2ND REVISION	2024.03.20	TOWN OF CARRBORO COMMENTS 2

DATE: AUGUST 31, 2023

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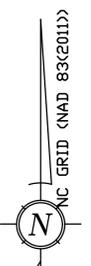
COPYRIGHT 2023 CIVIL CONSULTANTS, INC.  
 SHEET NO.  
**C3.2**



SHELTON STATION APARTMENTS LLC  
 PIN: 9778970532  
 DB 6659 PG 1428  
 ZONING: CZ  
 CONDITIONAL AND PUD: B1GCZ

UNIVERSITY OF NORTH CAROLINA  
 HEALTH CARE SYSTEM  
 PIN: 9778877567  
 DB 6760 PG 1550  
 ZONING: CZ  
 CONDITIONAL AND PUD: B1GCZ  
 OVERLAY: DNP  
 USE: 28.000

N/F  
 SHELTON STATION, LLC  
 PIN: 9778877567  
 ID: 30066402  
 DB 5682 PG 428-437  
 PB 114 PG 95 LOT1  
 (SEE ALSO PB 107 PG 123)  
 ZONING: CT  
 OVERLAY: DNP



N/F  
 SOUTHERN STATES COOPERATIVE INC  
 CARRBORO SERVICE  
 PIN: 9778877317  
 DB 562 PG 340  
 ZONING: CT  
 USE 10.000

N/F  
 REITER KENNETH M  
 PIN: 9778878309  
 DB 5597 PG 199  
 ZONING: CT

N/F  
 SHELTON STATION  
 APARTMENTS, LLC  
 PIN: 9778870532  
 DB 6659 PG 1428  
 PB 114 PG 95 LOTE2  
 ZONING: CT

CARRBORO SERVICE  
 PIN: 9778876249  
 DB 562 PG 340  
 ZONING: CT

N/F  
 SOUTHERN STATES COOPERATIVE, INC.  
 DB 562 PG 340  
 PB A PG 9  
 TAX PIN #9778-87-6249  
 TAX PIN #9778-87-7142  
 TAX PIN #9778-87-8235

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 CARRBORO SERVICE  
 PIN: 9778877142  
 DB 562 PG 340  
 ZONING: CT

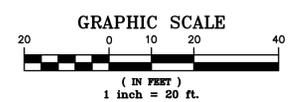
NOTE FOR CONDITIONAL ZONING APPLICATION ROUND 2:  
 APPLICANT ACKNOWLEDGES THE FOLLOWING NOTES FROM  
 OWASA REGARDING THE DEVELOPMENT:

1. EXISTING WATER LINE WILL BE IDENTIFIED ON THE FINAL UTILITY PLAN AND MUST BE ABANDONED AT THE MAIN. NEW WATER METER/VAULT MUST HAVE EASEMENT IF IN THE RIGHT-OF-WAY.
2. EXISTING SEWER LINE MUST BE CAMERED AND APPROVED FOR USE IF PROPOSED FOR NEW BUILDING. IF NEW SEWER IS PROPOSED, EXISTING SEWER MUST BE ABANDONED AT THE MAIN.

## CONDITIONAL ZONING DRAWING SET



Know what's below.  
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 (Or call: 1-800-632-4949)



**civil consultants**  
 LAND PLANNERS & CIVIL ENGINEERS  
 WWW.CIVIL-CONSULTANTS.COM  
 2105 LUCKHAM PARKWAY - SUITE 201 - DURHAM, NC 27707  
 919-486-1030 FAX  
 Lic. #C-1030

## 400 NORTH GREENSBORO CARRBORO, NORTH CAROLINA UTILITY PLAN

REV.	DATE	DESCRIPTION
1ST REVISION	2023.12.07	TOWN OF CARRBORO COMMENTS 1
2ND REVISION	2024.03.20	TOWN OF CARRBORO COMMENTS 2

DATE: AUGUST 31, 2023

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SHEET NO.  
**C6.1**



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 CARRBORO, NC 27510  
 919.960.6680  
 JSPENCERJSA@GMAIL.COM

MITCHELL

400 N. GREENSBORO ST.  
 CARRBORO, NC 27510  
 PIN: 9778876328

**CONDITIONAL  
 REZONING  
 APPLICATION**

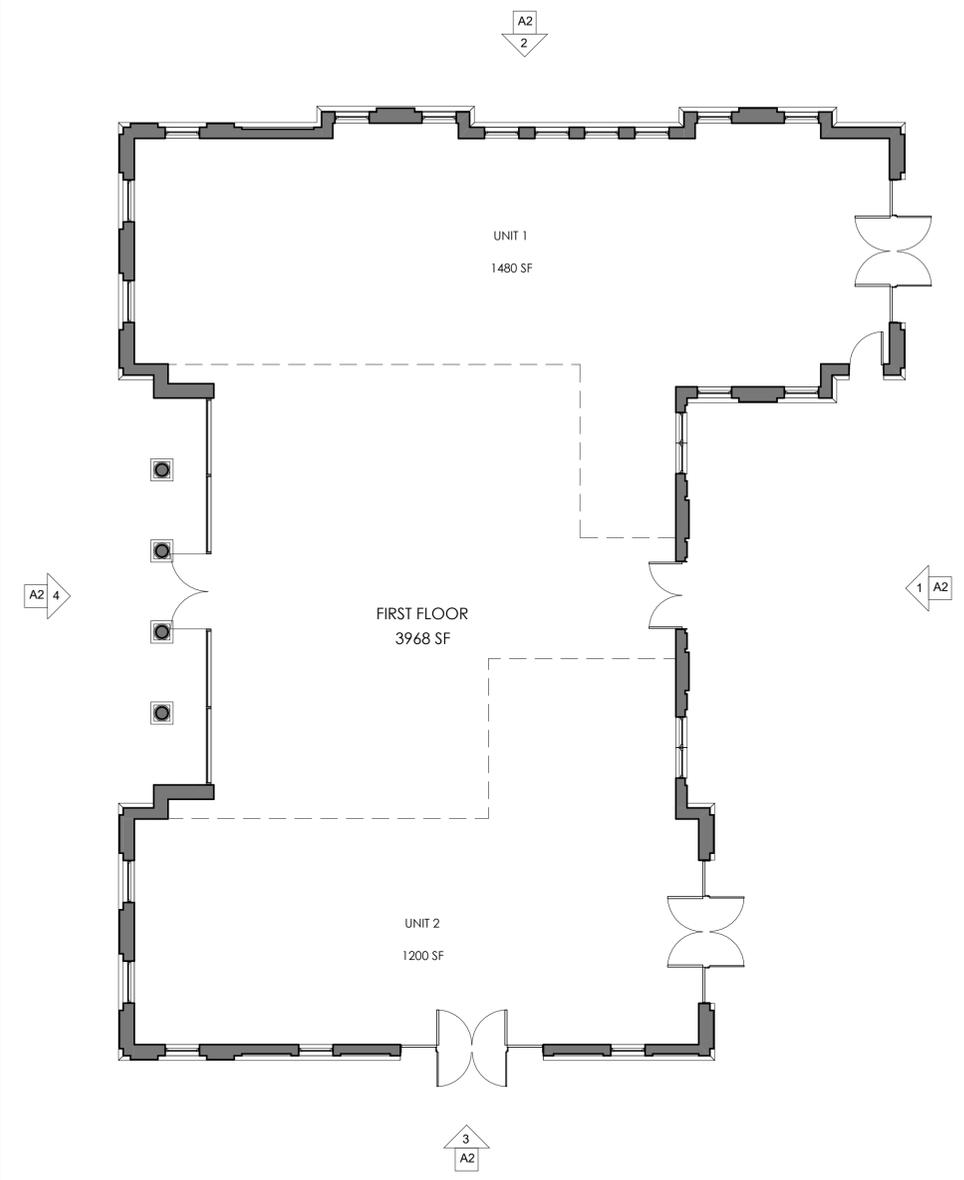
No.	Description	Date

DATE: 2023.08.21  
 DRAWN BY: JSA  
 CHECKED BY: Checker  
 1ST REVISION: 2023.12.07  
 2ND REVISION: 2024.03.20

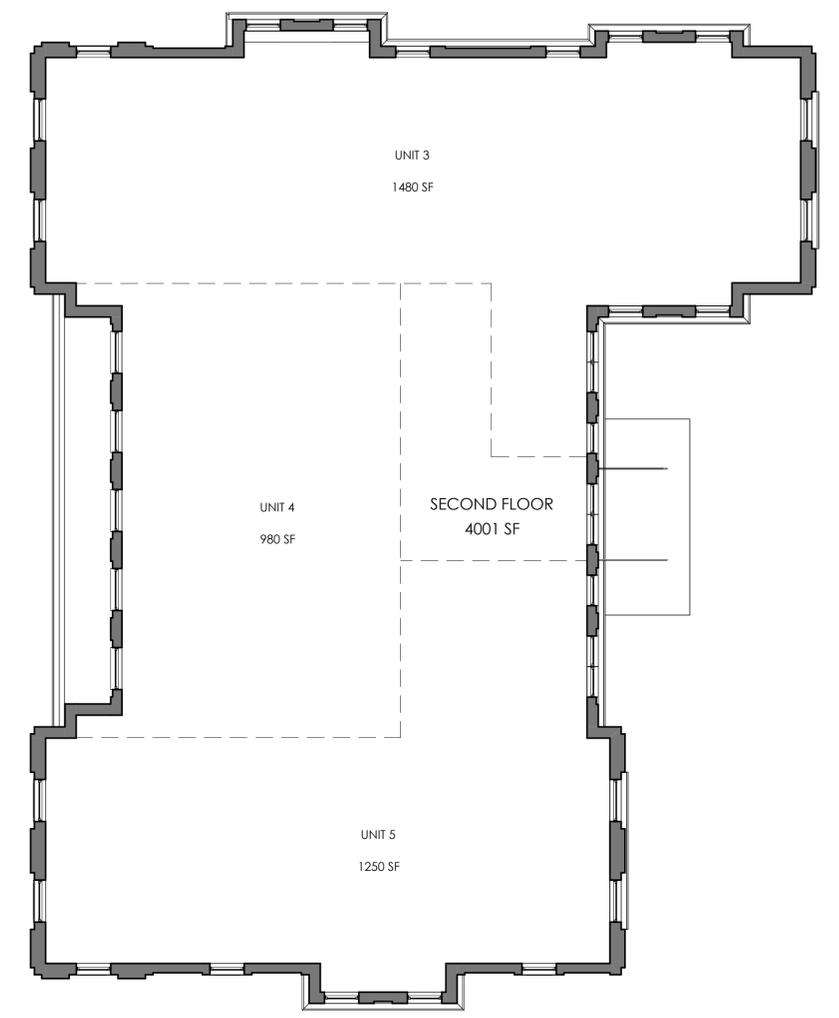
**FLOOR PLATES**

A1

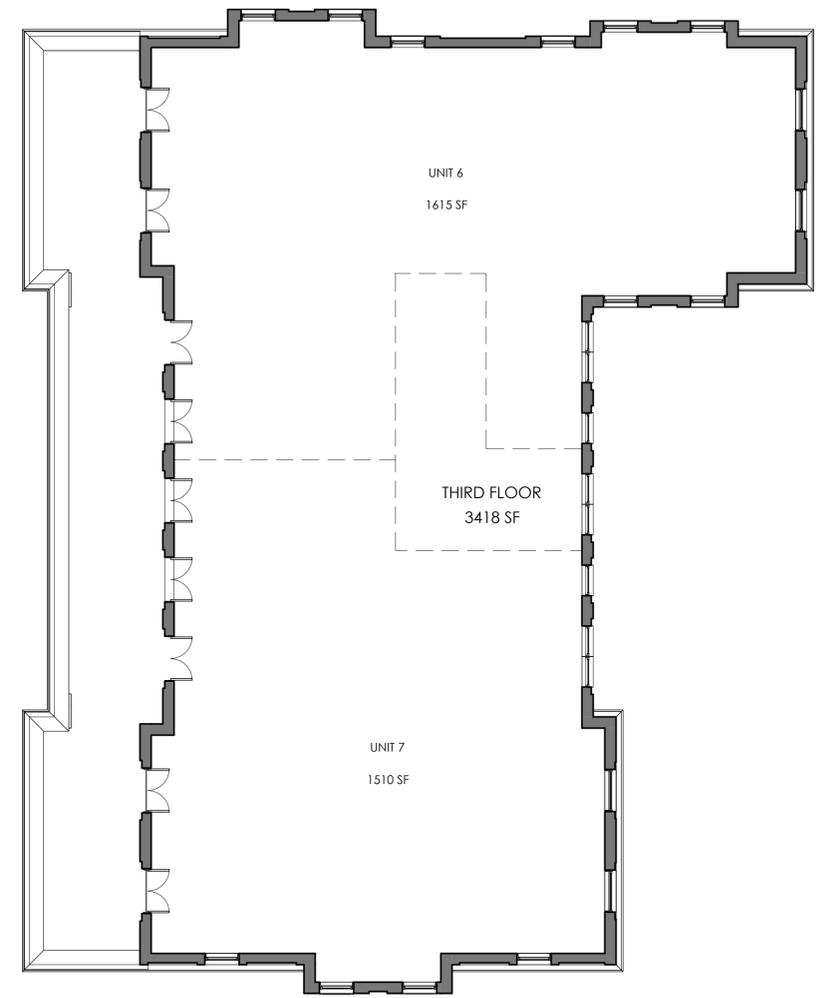
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 \\JIMS-NEW-PC\jso-active\MITCHELL-400 N GREENSBORO\SCHEMATICS\2023-07-26\_400-SD.rvt



① FIRST FLOOR  
 1/8" = 1'-0"



② SECOND FLOOR  
 1/8" = 1'-0"



③ THIRD FLOOR  
 1/8" = 1'-0"

INTERIOR AREA & UNITS BY LEVEL

LEVEL	AREA	UNITS
FIRST FLOOR	3,968 SF	2
SECOND FLOOR	4,001 SF	3
THIRD FLOOR	3,418 SF	2
TOTAL	11,387 SF	



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 CARRBORO, NC 27510  
 PIN: 9778876328

CONDITIONAL  
 REZONING  
 APPLICATION

No.	Description	Date

DATE: 2023.08.21  
 DRAWN BY: JSA  
 CHECKED BY: JCS  
 1ST REVISION: 2023.12.07  
 2ND REVISION: 2024.03.20

ELEVATIONS

A2



④ WEST ELEVATION  
 1/8" = 1'-0"



② NORTH ELEVATION  
 1/8" = 1'-0"



① EAST ELEVATION  
 1/8" = 1'-0"



③ SOUTH ELEVATION  
 1/8" = 1'-0"

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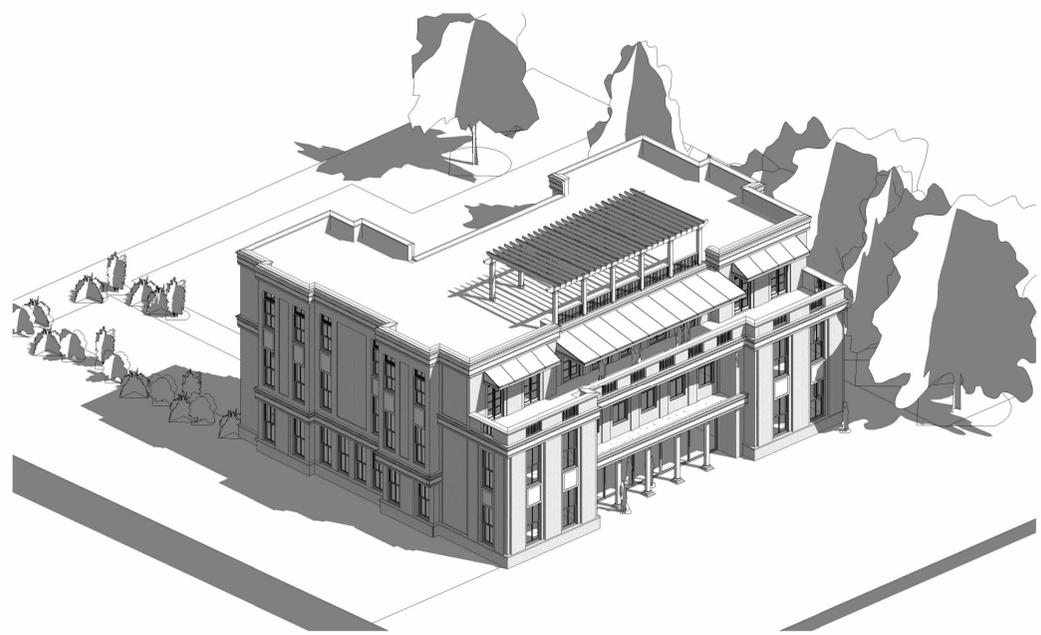


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① AERIAL



④ FRONT PERSPECTIVE



② EAST ENTRANCE



③ FRONT FACADE

**CONDITIONAL  
REZONING  
APPLICATION**

No.	Description	Date

DATE: 2023.08.21  
DRAWN BY: JSA  
CHECKED BY: Checker  
1ST REVISION: 2023.12.07  
2ND REVISION: 2024.03.20

**PERSPECTIVES**

**A3**



JIM SPENCER ARCHITECTS, PA  
109A Brewer Lane | PO Box 385  
Carrboro, NC 27510  
919.960.6680

April 27, 2023

## **Neighborhood Information Meeting Notes 400 North Greensboro Street Residential Project**

### **Summary**

On Thursday, April 27, 2023 a Neighborhood Information Meeting was held regarding a proposed small multi-family development at 400 North Greensboro Street in Carrboro. Attendees included the developer/owner Sam Mitchell, Town of Carrboro staff including members of the planning and zoning divisions, and several other members of the public. A sign-up sheet was available and Town staff collected it at the conclusion of the meeting

### **Issues Discussed**

~ Mr. Mitchell discussed the proposed project describing a three-story residential building with potential for a small commercial or retail use on the ground floor. Project would include parking behind the building, along with the building and associated outdoor spaces/gardens.

~ It was noted that the project would involve a rezoning from the existing CT zone to either an R zoning (R2 perhaps) or B-1-G (downtown commercial) and that the applicant would work through this process with staff

~ Issues discussed with neighbors/attending members included comments about parking capacity and access, storm water, adjacent land uses, and proposed future uses of the building. Mr. Mitchell answered questions regarding these issues.

~ Staff commented on project process, that the application would have to go through a conditional zoning and then an SUP-A public process and there would be opportunities for public comment in these processes.

**NEIGHBORHOOD INFORMATION MEETING April 27, 2022 – PROPOSED REZONING FOR  
400 NORTH GREENSBORO STREET**

NAME **(PLEASE PRINT)**	ADDRESS, PHONE & EMAIL **(PLEASE PRINT)**
1. Carolyn Klamm	606 W Greensboro St, Unit A3 816-888-1521 cklamm55@gmail.com
2. Katie McIntyre	606 N Greensboro St Unit A3 660-734-4304
3. Nancy Lovas	506 N Greensboro St Apt 44 404-966-1948 nan.lov2010@gmail.com
4. Abby Cover	605 N Greensboro St. Apt 1 acover@unc.edu
5. David Magals	430 N Greensboro #419
6. Susan Cohen	109 Shelton St. cleistes2000@yahoo.com
7.	
8.	
9.	
10.	
11.	
12.	
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17.	
18.	
19.	
20.	

## ARTICLE IX

### ZONING DISTRICTS AND ZONING MAP

#### PART I. ZONING DISTRICTS

##### **Section 15-135 Residential Districts Established.**

(a) The following basic residential districts are hereby established: R-20, R-15, R-10, R-7.5, R-3, R-2, R-R, R-S.I.R., and R-S.I.R.-2. The purpose of each of the foregoing residential districts is to secure for the persons who reside there a comfortable, healthy, safe, and pleasant environment in which to live, sheltered from incompatible and disruptive activities that properly belong in non-residential districts. **(AMENDED 5/12/81; 12/7/83; 2/4/86)**

(b) The WR (watershed residential) district is also established. All land within this district is located within the University Lake Watershed, and while this district is designed to achieve the objectives identified in subsection (a), it is also intended to protect the community water supply by allowing residential development of the land within the University Lake Watershed only at reduced density levels. **(AMENDED 12/7/83; 05/15/90)**

(c) The R-R (rural residential) district is designed to accommodate the residential and related uses as well as several additional uses that would be appropriate in the more sparsely populated areas of the town's joint planning transition area or extraterritorial planning area, but that would be inappropriate within the more intensively developed residential zones. **(AMENDED 11/14/88)**

(d) The R-S.I.R. (suitable for intensive residential) zone is designed (i) to encourage high density residential development that is compatible with the housing element of the town's Comprehensive Plan, and (ii) to locate this high density development in areas most suitable for it, thereby reducing pressure for growth in less desirable locations and reducing urban sprawl. Land in this zone is deemed especially suitable for intensive residential development because of (i) the availability of police, fire, and sanitation service at low marginal cost due to existing service patterns, (ii) the availability of public water and sewer service, (iii) the ample road system serving the area, (iv) the compatibility of existing development in the area with high density residential development, and (v) the compatibility of high density residential development with environmental concerns, especially water quality. Developers are encouraged to construct housing that is consistent with the town's housing objectives through density bonuses, as set forth in Section 15-182.1.

(e) The R-S.I.R.-2 zoning district is designed to serve essentially the same purposes as the R-S.I.R. zone, but the maximum density allowed in the R-S.I.R.-2 district is less than that permitted in the R-S.I.R. district (see Section 15-182.1). Except as otherwise specifically provided in this chapter, all regulations and standards applicable to the R-S.I.R. district are also applicable to the R-S.I.R.-2 district. **(AMENDED 11/10/81)**

(f) **REPEALED 12/7/83**

**Section 15-135.1 Conservation District. (AMENDED 12/7/83)**

There is hereby established a conservation (C) district. The purpose of this district is to protect the public health, safety, and welfare by severely restricting development within and adjacent to certain lakes, ponds, watercourses, streams, creeks, drainage areas, floodplains, wetlands, and other flood-prone areas within the University Lake Watershed. The limited development allowed within a conservation district not only minimizes the danger to the community water supply from the more intensive development of this land but also allows this land to act as a natural buffer between more intensively developed areas and the watercourses contained within a conservation district. (AMENDED 12/7/83)

**Section 15-136 Commercial Districts Established. (AMENDED 2/4/86; 5/28/02)**

The districts described below are hereby created to accomplish the purposes and serve the objectives indicated:

- (1) **B-1(C) TOWN CENTER BUSINESS.** This district is designed to encourage and accommodate a unified, compact, contiguous shopping and entertainment area focused around restaurants, specialty shops, arts and crafts. This area is intended for development around a theme or themes consistent with the Carr Mill, The Station, and historic or old Carrboro. The area is intended to accommodate the pedestrian user. (AMENDED 6/09/98)
- (2) **B-1(G) GENERAL BUSINESS.** This district is designed to accommodate a broad range of business uses. This district, because of its close proximity to established residential single family neighborhoods, is limited in the types of night uses permitted. Uses may be restricted in the hours of operation where the permit-issuing authority finds that such restrictions are necessary to prevent unreasonable disruptions to the peace and quiet of a nearby residential area. (AMENDED 12/08/92; 6/09/98; 6/20/06)
- (2.1) **(EAT) RESTAURANT DISTRICT OVERLAY.** This overlay district is designed to accommodate on-premises (inside and outside) dining 8.100 and 8.200 restaurant uses in the B-1(g) General Business district. Because of the B-1(g) district's close proximity to established residential single-family neighborhoods, the EAT overlay is restricted to properties a minimum distance of one property width from abutting residential zones and is limited in the types of night uses permitted. In addition, emphasis is given to the existing restrictions in the B-1(g) district and the ability of the permit-issuing authority to limit hours of operation where such restrictions are necessary to prevent unreasonable disruptions to the peace and quiet of a nearby residential area. Use of property within the overlay district for 8.100 and 8.200 purposes shall require the issuance of a special use permit-A. (AMENDED 03/21/95)
- (3) **B-2 FRINGE COMMERCIAL.** This district is a transitional district which is designed to accommodate commercial uses in areas that formerly were residential but that now may be more desirable for commercial activities due to high traffic volumes and

*Art. IX ZONING DISTRICTS AND ZONING MAP*

proximity to other nonresidential districts. At the same time, continued residential use of existing and nearby structures, and preservation of the existing character and appearance of this area is encouraged. Accordingly, however, whenever the use of the land in this district is changed to commercial, it is intended and desired that existing residential structures be converted and adapted to commercial use rather than new buildings constructed, and to encourage this, the regulations for this district allow development at a lower density than is permitted in the B-1 districts and permit uses that tend to generate minimal traffic. In this way, the B-2 district should provide a smoother transition from the more intensively developed B-1 areas to residential areas. Any development within the B-2 district shall comply with the following requirements: **(AMENDED 9/06/88; 6/20/06)**.

- a. To the extent practicable, development shall otherwise retain, preserve and be compatible with the residential character of the older homes within and immediately adjacent to this district;
  - b. To the extent practicable, vehicle accommodation areas associated with uses on lots in this district shall be located in the rear of buildings so that parking areas are not readily visible from the streets; and
- (4) **B-3 NEIGHBORHOOD BUSINESS.** This district is designed to accommodate commercial needs arising at the neighborhood level, such as grocery stores, branch banks, gas sales, and the like, as well as other commercial and office uses that are of such size and scale that they can compatibly coexist with adjoining residential neighborhoods. To insure compatibility between B-3 areas and the neighborhoods, no B-3 district shall be greater than five acres, and no areas shall be zoned B-3 if any portion of a pre-existing business district lies within one-half mile in any direction. **(AMENDED 3/7/2006)**
- (5) **B-4 OUTLYING CONCENTRATED BUSINESS.** This zone is designed to accommodate a variety of commercial enterprises that provide goods and services to a larger market area than those businesses permitted in the neighborhood business district. Development regulations also permit higher buildings and increased density over that allowed in the B-3 zone. This zone is intended to create an attractive, concentrated business district in areas that are outside the town's central business district but that are served by the town's major thoroughfares. Examples of permitted uses include shopping centers, professional offices and motels. Uses that are not permitted include outside storage and drive-in theaters.
- (6) **B-5 WATERSHED COMMERCIAL.** This district is designed to accommodate commercial uses within the University Lake Watershed area without adversely affecting the community water supply.
- (7) **CT CORPORATE TOWN.** This district is designed to create a visually attractive, commercial use district with flexible space. The district is intended to provide space for assemblage and research and development type enterprises. Any structure in this

*Art. IX ZONING DISTRICTS AND ZONING MAP*

district which is proposed for non-residential use shall be located a minimum distance of 50 feet from any residential dwelling unit in the district that was in existence on July 1, 1985. In order to encourage the creation of flexible space, an average minimum building height of 18 feet for any principal structure is required. The continued use of existing residential dwelling units along North Greensboro Street is encouraged. **(AMENDED 6/20/06)**

- (8) **B-3-T TRANSITION AREA BUSINESS.** This district is designed to accommodate commercial needs arising in the town's more rural neighborhoods, especially in the joint planning transition areas, and which are more appropriately dealt with at the neighborhood level than at a community or regional level. To insure compatibility between B-3-T areas and their associated rural neighborhoods, no B-3-T district shall be greater than five acres, and no areas shall be zoned B-3-T if any portion of a pre-existing business district lies within one-half mile in any direction. **(AMENDED 11/14/88)**
- (9) **O OFFICE.** This district is intended to provide locations for low intensity office and institutional uses. This district is designed for parcels three (3) acres or less in size. Rather than have new buildings constructed, it is intended and desired that any existing residential structures within the district be converted and adapted to office or institutional use. In order to assure compatibility of residential conversions or new office construction with existing and future residential development, specific performance measures to mitigate negative impacts of office development will be required. Any development within the Office (O) district shall comply with the following requirements:
- a. Type A screening will be required between any non-residential use and adjacent properties, except for openings necessary to allow pedestrian movement between the office or institutional use and adjacent properties;
  - b. To the extent practicable, vehicle accommodation areas associated with uses on lots in this district shall be located in the rear of buildings so that parking areas are not readily visible from the streets, unless doing so would adversely affect adjoining residential properties;
  - c. Whenever a new building is erected in this district, (i) the exterior walls shall be constructed of materials commonly used on the exterior walls of single-family residences (such as brick, stone, wood, or fabricated residential lap siding made of hardboard, vinyl, or aluminum); (ii) the pitch of the roof shall have a minimum vertical rise of one foot for every five feet of horizontal run; provided that this requirement shall not apply to lots that have frontage on any street where, within the same block as the property in question, at least 75% of the buildings (in place on April 16, 1991) that front along the same side of the street do not have roofs that comply with this pitched roof standard; and (iii) windows shall be of a type commonly used in single-family residences;

*Art. IX ZONING DISTRICTS AND ZONING MAP*

- d. Manufacturer's specifications for proposed outdoor lighting fixtures (including candlepower distribution) must be included in the submitted plans and maximum illumination areas must be delineated on the site plan. Light sources (light bulbs or tubes) shall be shielded to reflect down onto the ground and not out onto neighboring properties. **(AMENDED 4/16/91)**
- (10) **O/A OFFICE/ASSEMBLY.** This district is intended to provide for office, administrative, professional, research, and specialized manufacturing (such as light assembly and processing) activities in close proximity to an arterial street. This district is intended to provide employment near residential areas; therefore, the required development standards are intended to be compatible to adjacent residential uses and provide a park-like setting for employment. It is strongly encouraged that development in the Office/Assembly zoning district be designed so that employees may easily utilize alternative forms of transportation (such riding buses, cycling or walking) to commute to their place of employment. Any development within the Office/Assembly (O/A) district shall comply with the following requirements: **(AMENDED 5/25/99; 5/28/02)**
- a. No area less than five contiguous acres may be zoned as an Office/Assembly district;
- b. The performance standards (Article XI, Part I) applicable to 4.000 classification uses in business zones shall govern uses in an Office/Assembly zone;
- c. As shown in Section 15-308, Table of Screening Requirements, screening will be required between non-residential uses in the Office/Assembly district and adjacent residential properties;
- d. Manufacturer's specifications for proposed outdoor lighting fixtures (including candlepower distribution) must be included in the submitted plans and maximum illumination areas must be delineated on the site plan. Light sources (light bulbs or tubes) shall be shielded to reflect down onto the ground and not out onto neighboring properties. **(AMENDED 4/16/91)**
- e. Not more than 25 percent of the total building gross floor constructed within the proposed district may be used for uses permissible within this district that fall within the 2.000 classification.
- (11) **O/A CU OFFICE/ASSEMBLY CONDITIONAL USE.** **(REPEALED 6/22/21)**

**Section 15-136.1 Historic Rogers Road Districts Established.** **(AMENDED 6/18/2019; 2/9/21)**

- (a) The Historic Rogers Road districts, HR-R (residential) and HR-CC (community commercial), are established to implement the goals and recommendations of the *Mapping Our*

issued concurrently with the establishment of the district shall be deemed a valid ‘special use permit-A.’ (AMENDED 5/25/04; 4/28/15; 10/23/18 AMENDED)

**Section 15-141.4 Conditional Zoning Districts.** (AMENDED 5/27/08; REWRITTEN 6/22/21)

(a) Conditional zoning districts are zoning districts in which the development and use of the property so zoned are governed by the regulations applicable to one of the conventional use zoning districts listed in the Table of Permissible Uses, as modified by the conditions and restrictions imposed as part of the legislative decision creating the district and applying it to the particular property. Accordingly, the following conditional zoning districts may be established:

R-20-CZ, R-15-CZ, R-10-CZ, R-7.5-CZ, R-3-CZ, R-2-CZ, R-R-CZ, R-S.I.R.-CZ, and R-S.I.R.-2-CZ

B-1(C)-CZ, B-1(G)-CZ, B-2-CZ, B-3-CZ, B-3-T-CZ, B-4-CZ, CT-CZ, O-CZ, O/A-CZ, M-1-CZ, M-2-CZ, M-3-CZ (AMENDED 4/27/10; 6/23/15; 10/23/18)

There may also be established a HR-CC-CZ zoning district, pursuant to the purpose statement and criteria described in Section 15-136.1.

(b) The conditional zoning districts authorized by this section may be applied to property only in response to a petition signed by all the owners of the property to be included within such district.

(c) Subject to the provisions of subsections (k), (l), and (n), the uses permissible within a conditional zoning district authorized by this section, and the regulations applicable to property within such a district, shall be those uses that are permissible within and those regulations that are applicable to the conventional use zoning district to which the conditional district corresponds, except as those uses and regulations are limited by conditions imposed pursuant to subsection (f) of this section. For example, property that is rezoned to a B-2-CZ district may be developed in the same manner as property that is zoned B-2, subject to any conditions imposed pursuant to subsection (d). (AMENDED 10/23/18)

- (1) Property that is zoned B-4-CZ may be developed for use classifications 1.231 (duplex, maximum 20% units > 3 bedrooms/dwelling unit), 1.241 (two family apartment, maximum 20% units > 3 bedrooms/dwelling unit), 1.321 (multi-family residences, maximum 20% units > bedrooms/dwelling unit and 1.331 (multi-family, maximum 20% units > 3 bedrooms/dwelling unit) 1 in addition to other uses permissible in the B-4 district, subject to a special use permit-A, and the following: (i) not more than 25% of the total land area covered in this district may be developed for such uses; and (ii) the area developed for such uses shall have a minimum of 1,500 square feet per dwelling unit (except that applicable density bonuses shall apply).

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- (2) Except as otherwise provided in this section, the uses that are permissible within a M-3-CZ district, and the regulations applicable to property within such a district shall be those uses and those regulations that would be applicable to any property zone M-1-CZ (i.e. excluding specific conditions made applicable to any property zoned M-1-CZ) with the addition of use 3.230.
- (3) Property that is zoned O/A-CZ shall be subject to all regulations applicable to the O/A district (including but not limited to the performance standards set forth in part I of Article XI), except as follows:
- a. No area less than four contiguous acres and no more than a total of twenty-five (25) acres may be rezoned to the O/A-CZ.
  - b. Uses within the O/A-CZ district shall be limited to those where loading and unloading occurs during daylight hours only.
  - c. Buildings within the O/A-CZ district shall comply with the following standards:
    1. Exterior walls shall be constructed of materials commonly used on the exterior walls of single-family residences (such as brick, stone, wood or fabricated residential lap siding made of hardboard or vinyl).
    2. The pitch of the roof shall have a minimum vertical rise of one foot for every two feet of horizontal run.
    3. Windows shall be of a scale and proportion typically of single-family residences.

(d) When a rezoning petition for a conditional zoning district is submitted (in accordance with Article XX of this chapter), the application shall include a list of proposed conditions (which may be in the form of written statements, graphic illustrations, or any combination thereof) to be incorporated into the ordinance that rezones the property to the requested conditional zoning district. The rezoning petition for a VMU district, described in subsection 15-141.2(g)(1), shall include a master plan as a condition of the approval. **(AMENDED 10/25/16)**

(e) A rezoning petition may be submitted to allow use classification 3.260 Social Service Provider with Dining within a building of more than two stories or 35 feet in height. **(AMENDED 10/25/16)**

- (1) The petition shall include information that demonstrates that, if the project is completed as proposed, it:

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- a. Will not substantially injure the value of adjoining or abutting property; and
- b. Will be in harmony with the area in which it is to be located. The manner in which a project is designed to accommodate additional building height including, but not limited to, scale, architectural detailing, compatibility with the existing built environment and with adopted policy statements in support of vibrant and economically successful and sustainable, mixed-use, core commercial districts shall be among the issues that may be considered to make a finding that a project is or is not in harmony with the area in which it is to be located. The applicant may use a variety of graphic and descriptive means to illustrate these findings; and
- c. Will be in general conformity with the Comprehensive Plan, Land Use Plan, long range transportation plans, and other plans officially adopted by the Council. **(AMENDED 3/22/16, 10/25/16)**

- (2) All relative provisions of the Land Use Ordinance shall apply except to the extent that such provisions are superseded by the provisions of this section or any conditions incorporated into the conditional zoning district described in subsection (d) and (f). **(AMENDED 10/25/16)**

(f) The specific conditions proposed by the petitioner or the Town may be modified by the planning staff, advisory boards or Town Council as the rezoning application works its way through the process described in Article XX, but only those conditions mutually approved by the Town and consented to by the petitioner in writing may be incorporated into the zoning regulations. Unless consented to by the petitioner in writing, the town may not require, enforce, or incorporate into the zoning regulations any condition or requirement not authorized by otherwise applicable law, including, without limitation, taxes, impact fees, building design elements within the scope of G.S. 160D-702(b), driveway-related improvements in excess of those allowed in G.S. 136-18(29) and G.S. 160A-307, or other unauthorized limitations on the development or use of land. Conditions and site-specific standards imposed in a conditional district shall be limited to those that address the conformance of the development and use of the site to the requirements of this chapter, or the impacts reasonably expected to be generated by the development or use of the site.

(g) Except as allowed under minor modifications below, all changes to conditional zoning districts are major amendments and shall follow the same process as for the original approval as described in this section and in Article XX. Changes to conditional zoning districts may also require amendments or modifications to associated special use permits, zoning permits or sign permits for the development as pursuant to Section 15-64.

- (1) Minor modifications in conditional zoning districts may be reviewed and approved administratively subject to the following limitations:

The minor modification:

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- a. Does not involve a change in uses permitted or the density overall of the development permitted;
- b. Is a limited minor change that does not have a substantial impact on neighboring properties, the general public, or those intended to occupy or use the proposed development, such as, without limitation, a minor adjustment to internal road or parking configuration, a minor adjustment to building location, or a minor adjustment to internal tree screening or other landscaping, or a minor adjustment to utility location;
- c. Does not increase the impacts generated by the development on traffic, stormwater runoff, or similar impacts beyond what was projected for the original development approval;
- d. Meets all other applicable conditions of the rezoning; and
- e. Meets all other ordinance requirements.

- (2) For a conditional zoning district applicable to multiple parcels, the owners of individual parcels may apply for a minor modification or major amendment so long as the change would not result in other properties failing to meet the terms of the conditions. Any approved changes shall only be applicable to those properties who owners petition for the change.

(h) A decision on a minor modification may be appealed to the Board of Adjustment as an administrative determination as provided for in subsection 15-93.1. An application for a minor modification does not preclude an applicant from seeking a variance from the Board of Adjustment.

(i) All uses that are permissible in the conditional zoning district shall require the issuance of the same type of permit that such use in the corresponding conventional use district would ordinarily require (according to the Table of Permissible Uses), i.e. a special use permit-A, special use permit-B, or zoning permit.

(j) Notwithstanding the foregoing, all uses that are permissible in the B-4-CZ zoning district and M-3-CZ zoning district shall require the issuance of a special use permit-A. **(AMENDED 10/23/18)**

(k) Notwithstanding the foregoing, in approving a rezoning to a B-1(g) – CZ zoning district, the Town Council may authorize the property so zoned to be developed at a higher level of residential density than that otherwise permissible in B-1(g) zoning districts under Section 15-182 if the rezoning includes conditions that provide for site and building elements that will create a more vibrant and successful community. Site and building elements are intended to be selected from at least three of the following seven areas: stormwater management, water conservation,

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energy conservation, on-site energy production, alternative transportation, provision of affordable housing, and the provision of public art and/or provision of outdoor amenities for public use. Conditions that may be included to meet the above stated objective include but shall not be limited to the following: **(AMENDED 11/9/11)**

- (1) Reduction in nitrogen loading from the site by at least 8% from the existing condition, as determined by the North Carolina Stormwater Nitrogen and Phosphorus (SNAP) Tool.
- (2) Energy performance in building requirements to meet one or more of the following.
  - a. Achieve 40% better than required in the Model Energy Code, which for NC, Commercial is ASHRAE 90.1-2004-2006 IECC equivalent or better, and Residential is IECC 2006, equivalent or better).
  - b. “Designed to Earn the Energy Star” rating.
  - c. Architecture 2030 goal of a 50 percent fossil fuel and greenhouse gas emission reduction standard measured from the regional (or country) average for that building type.
  - d. AIA goals of integrated, energy performance design, including resource conservation resulting in a minimum 50 percent or greater reduction in the consumption of fossil fuels used to construct and operate buildings.
  - e. LEED certification to achieve 50% CO2 emission reduction, or LEED silver certification
  - f. US Conference of Mayors fossil fuel reduction standard for all new buildings to carbon neutral by 2030.
  - g. Specific energy saving features, including but not limited to the following, are encouraged.
    - i. Use of shading devices and high performance glass for minimizing heating and cooling loads
    - ii. Insulation beyond minimum standards;
    - iii. Use of energy efficient motors/HVAC;
    - iv. Use of energy efficient lighting;
    - v. Use of energy efficient appliances
    - vi. LED or LED/Solar parking lot lighting (50-100% more efficient).
    - vii. Active and passive solar features.
- (3) Provision of onsite facilities (e.g. solar, wind, geothermal) that will provide 5% of electricity demand associated with the project.
- (4) Use of harvested rainwater for toilet flushing.
- (5) Parking lot meets the standard for a “green” parking lot, per the EPA document Green “Parking Lot Resource Guide.”

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- (6) Inclusion of Low Impact Development features.
- (7) Provision of covered bike parking sufficient to provide space for one space per every two residential units.
- (8) Provision of a safe, convenient, and connected internal street system or vehicle accommodation area designed to meet the needs of the expected number of motor vehicle, bicycle, pedestrian, and transit trips.
- (9) Inclusion of at least one (1) parking space for car sharing vehicles.
- (10) Provision of public art and/or outdoor amenities for public use.
- (11) Use of surface materials that reflect heat rather than absorb it.
- (12) Use of devices that shade at least 30% of south-facing and west-facing building facades.
- (13) Provision of affordable housing in accordance with Town policy.

(l) If a B-1(g) – CZ zoning district is created and, pursuant to subsection (k) of this section, a higher level of residential density than that otherwise permissible in B-1(g) zoning districts is approved for that district, then it shall be a requirement of such district that at least twenty percent (20%) of the total leasable or saleable floor area within all buildings located within such zoning district shall be designed for non-residential use. Occupancy permits may not be given for residential floor area if doing so would cause the ratio of residential floor area for which an occupancy permit has been issued to non-residential floor area for which an occupancy permit has been issued to exceed four to one (4:1). **(AMENDED 11/9/11)**

(m) For property that is zoned B-4-CZ, the Town Council may approve a special use permit-A that authorizes the tract to be divided into two or more lots, so long as (i) the application for the special use permit-A contains sufficient information to allow the Town Council to approve (and the Council does approve) such subdivision (including without limitation the street system, stormwater control system, open spaces, and all other common areas and facilities outside the boundaries of the subdivided lots) as well as the development of at least one of the lots within the subdivided tract, all in accordance with the applicable standards and requirements of this chapter (i.e. The subdivision and development of such lot(s) require no further review by the Council); and (ii) the application specifies (as a proposed condition on the CUP) the use or uses, maximum height, and maximum floor area of any structure(s) allowed on each lot for which the application does not provide sufficient information to allow development approval by the Council.(Amended 10/23/18)

- (1) Notwithstanding the provisions of subsection 15-64(d), with respect to lots for which the application for a special use permit-A for the entire tract does not provide sufficient information to allow development approval of such lots by the Council, the Council shall specify (by way

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of a condition upon the special use permit-A) whether development approval of such lots shall be regarded as an insignificant deviation or a minor modification, or shall require a new application. In making this determination, the Council shall consider the extent to which the initial special use permit-A imposes limitations on the use and design of each such lot beyond the minimum requirements of this section. The Council's determination as to the type of approval of such lots shall apply only to applications that are consistent with the permit previously approved by the Council. Such applications may be submitted by persons who have an interest (as described in Section 15-48) only in such lots, rather than the developer of the entire tract zoned B-4-CZ.

- (2) Except as provided in subdivision (1) above, the provisions of Section 15-64 and Subsection 15-141.4 shall apply to proposed changes to a special use permit-A issued in connection with a B-4-CZ rezoning.

(n) For property that is zoned M-3-CZ, pursuant to subsection 15-141.4(c)(2) the following provisions shall apply.

- (1) If the Town Council concludes that a proposed development of property zoned M-3- CZ will contain site and building elements that will create a more vibrant and successful community and provide essential public infrastructure, the Council may approve a special use permit-A that allows up to a specified maximum percentage of the gross floor area of the development to be devoted to any combination of uses 8.100, 8.200, 8.500, 8.600, and 8.700. The specified maximum percentage of the gross floor area of the development that may be devoted to such uses shall be proportional to the extent to which the development provides site and building elements that exceed the basic requirements of this ordinance. Such site and building elements are intended to be selected from the following five areas: stormwater management and water conservation; substantial transportation improvement and alternative transportation enhancement; on-site energy production and energy conservation; creation of new and innovative light manufacturing operations; and the provision of public art and/or provision of outdoor amenities for public use.
- (2) The following relationships between site and building elements and uses are hereby deemed to satisfy the standard set forth in subdivision (1) of this subsection: (i) up to fifteen percent of the gross floor area of a development approved pursuant to this section may be devoted to any combination of uses 8.100, 8.200, 8.500, 8.600, and 8.700 if the development includes at least fifteen percent of the examples of performance measures from the five areas of site and building element categories set forth below; (ii) up to thirty percent of the gross floor area of a development approved pursuant to this section may be devoted to any combination of the foregoing uses if the

development includes at least thirty percent of the examples of performance measures from the five areas of site and building element categories set forth below; and (iii) up to forty percent of the gross floor area of a development approved pursuant to this section may be devoted to any combination of the foregoing uses if the development includes at least forty percent of the examples of performance measures from the five areas of site and building element categories set forth below. In addition, the Council may allow up to forty percent of a development approved pursuant to this section to be devoted to any combination of the foregoing uses if it concludes that the development will be making a substantial enough investment in one or more of the performance measures listed below to satisfy the standard set forth in subdivision (1) of this subsection.

### **Performance Measures**

<b>Site and Building Element Categories</b>	<b>Examples of Performance Measures</b>
Stormwater management and Water conservation	1) Substantial stormwater retrofits 2) Reduction in nitrogen loading from the site by at least 8 percent from the existing condition, as determined by the Jordan Lake Accounting Tool
Substantial transportation improvement and Alternative transportation enhancement	3) Provision of a safe, convenient, and connected internal street system or vehicle accommodation area designed to meet the needs of the expected number of motor vehicle, bicycle, pedestrian, and transit trips 4) Substantial improvement to public infrastructure, such as enhanced bicycle and pedestrian paths, or access to transit 5) Construction of substantially improved site entrance, intersection
On-site energy production and energy conservation	6) Meets or exceeds standards for LEED Gold certification 7) Installation of active and passive solar features such as sufficient solar arrays to account for 50 percent or more of the electrical usage for the property 8) Use of harvested rainwater for toilet flushing 9) Use of devices that shade at least 30 percent of south-facing and west-facing building elevations 10) Use of low emissivity (low-e <sup>2</sup> ) windows along south-facing and west-facing building elevations

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	<p>11) Installation of attic insulation that exceeds the current building code R-value rating by 35 percent or greater</p> <p>12) Use of geothermal heat system to serve the entire complex</p> <p>13) Use of LED fixtures for parking and street lights</p> <p>14) Meets the Architecture 2030 goal of a 50 percent fossil fuel and greenhouse gas emission reduction standard, measured from the regional (or country) average for that building type or the US Conference of Mayors fossil fuel reduction standard for all new buildings to carbon neutral by 2030</p>
Creation of new and innovative light manufacturing operations	<p>15) The development of clean, innovative light manufacturing operation(s) that creates employment for a more than ten workers</p> <p>16) Incorporates technologies to reduce production waste by 50 percent or more</p>
The provision of public art and/or provision of outdoor amenities for public use	<p>17) Outdoor amenities such as major public art</p> <p>18) Amphitheatre or outdoor theater, outdoor congregating/gathering area</p> <p>19) Outdoor eating facilities</p> <p>20) Outdoor tables with game surfaces, etc.</p>

- (3) In approving a special use permit-A for a development of infill property zoned M-3-CZ, the Council may allow deviations from the otherwise applicable standards relating to public streets as follows:
- a. The Council may approve a curb and gutter street having a right-of-way of not less than 50 feet, travel lanes of not less than 11 feet, divided by a raised concrete median, with a two foot planting strip and a five foot sidewalk if the development provides a separate ten-foot wide paved bike path or shared-use path that constitutes a satisfactory alternative to a bike lane with the street right-of-way if the applicant can demonstrate that the proposed road will provide the functional equivalent to the required street classification standard for all modes of travel from the point of origin to the terminus at the property boundaries.
  - b. The Council may approve a street lighting system consisting of LED lights on 15 foot poles if satisfactory arrangements are made to ensure that all costs associated with the installation, operation, and maintenance of such poles and lights are borne by the developer or the developer's successor, and not the Town.

- c. The Council may approve a street tree planting plan that provides for the installation of fewer 6” caliper trees rather than the planting of more numerous 2” caliper trees required by Section 15-316.

**Section 15-141.5 Site Specific, Flexible Zoning District. (AMENDED 6/21/16)**

(a) A site specific, flexible zoning district (FLX) may be established in accordance with the provisions of this section. The purpose of such a district is to establish detailed standards for alternative possibilities for the development of a specific tract of land, thereby facilitating the development of that property according to the demands of the market, but in a way that is consistent with sound planning and the promotion of the public health, safety, and welfare.

(b) To be considered for FLX zoning, a tract must (i) be at least twenty-five acres in size, (ii) be, as a whole, owned by or under control or option to be purchased by one or more individuals or entities, (iii) be located adjacent to a major arterial such that, when developed, the principal entrance to such development will be from that arterial, (iv) have been the subject of a site specific planning study by the Town to determine the most appropriate potential development options for such tract. As used herein, the term “site specific planning study” shall mean a collaborative programmatic and design study for the site performed either by, or with the participation of the Town and input from one or more workshops, which shall result in a narrative report and conceptual master plan describing in general terms how the site might be developed and how the conceptual master plan corresponds to and addresses applicable components of all town plans for the area, and applicable conditions, and (v) be located in an area that is subject to an adopted small area plan.

- (1) If the Town receives a request for FLX zoning for a tract that has not been the subject of a site specific planning study as described in Subsection (b)(iv) above, the Planning Director shall present to the Town Council a proposal for undertaking such a study before accepting a formal application for the rezoning. If the Town Council accepts the proposal, the site specific planning study shall proceed as described in the following subsections, or as otherwise directed by the Council.
  - a. The site specific planning study shall be structured as a charrette of a minimum of one day in duration, or more as determined by the Council.
  - b. The Town shall contract a design professional, with no ties to the applicant, to conduct the charrette. The Town may also contract with a qualified facilitator to oversee the charrette process and final reports prepared from the charrette process.
  - c. Participation shall include representatives from advisory boards, neighbors, and members of the public.
  - d. Notice of the date of the charrette will be mailed to residents and property owners within 1000 feet of the subject property, published in the newspaper as well and any other means the Town deems suitable.
- (2) Findings from the site specific planning study report, or narrative, and site plan(s) shall be presented to the Town Council. Subsequent requests for

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FLX zoning shall demonstrate compliance with the findings from the site specific planning study.

- (3) If more than five years have elapsed since the findings from the site specific planning study were presented to the Council and the circumstances relating to the study have substantially changed, the Council may request an update to the study before accepting a request for FLX zoning. Examples of substantial changes in circumstances include but are not limited to: annexation, some or all of the tracts has been subject to a rezoning, unrelated to the FLX district, that increases residential density or changes the types of uses, (i.e. residential to commercial), development on surrounding properties has changed the character or capacity of existing infrastructure.
- (c) A FLX zoning district shall address the following:
- (1) The types of uses that are permissible within the FLX district, along with a maximum (and if applicable, a minimum) percentage of the gross land area that will be devoted to each such use. The description of uses may be in reference to the use classification numbers set forth in the Table of Permissible Uses, or the uses may otherwise be described. The district regulations may also establish density or intensity limitations (expressed in terms of a maximum and/or, if applicable, a minimum number of dwelling units or square feet of building floor area, and applicable ratios, if any if different types of uses within the district).
  - (2) The dimensional restrictions (building height, minimum lot size, setbacks) that shall apply throughout the district. Different restrictions may apply to different portions of the district, depending on the uses located therein. The dimensional restrictions may be described by reference to those applicable within particular zoning districts, or otherwise.
  - (3) Any limitations on the areas within the district where particular types of uses may be allowed.
  - (4) Any architectural standards that will apply to all or designated portions of the district.
  - (5) Any limitations on the timing or sequence of development of various portions of the district.
  - (6) The location of entrances to and exits from the tract zoned FLX.
  - (7) The manner in which the development of the property will comply with the stormwater requirements set forth in Article XVI, Part II. All developed lots within the district shall be subject to these standards, regardless of the amount of land disturbance, but the FLX district may allow the necessary

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stormwater treatment facilities to be constructed to meet these standards on a lot by lot basis, or some other basis that provides effective and efficient treatment for all new construction.

- (8) Any limitations on the location or design of parking lots and facilities.
- (9) Specifications and standards for the internal circulation system serving vehicular and pedestrian traffic, including a statement as to whether such facilities will be dedicated to the Town.
- (10) All infrastructure improvements proposed to be constructed in conjunction with the development of the property zoned FLX (including but not limited to improvements to adjoining streets) together with a schedule that links construction of such improvements to the development of the property.
- (10A) A traffic impact analysis of the FLX zone, including a phase plan or schedule of improvements along with a description of thresholds to require improvements.
- (11) The extent to which, and the manner in which, development within the tract zoned FLX will be required to meet the goals of Low Impact Design and or exceed the standards for LEED gold certification.

(d) Development of any lot within a FLX zoning district shall require a zoning permit (and a sign permit if applicable), but not a special use permit.

(e) All relevant provisions of the Land Use Ordinance shall apply except to the extent that such provisions are superseded by the provisions of this section or any FLX district established pursuant to this section. In the case of conflict, the provisions of this ordinance or of the specific FLX district ordinance for the tract shall apply.

(f) A text amendment establishing a FLX district as well as a map amendment applying such district to a particular tract shall be initiated and processed in accordance with the following provisions:

- (1) The owner of property who wishes to have such property zoned FLX shall submit a written request to the Town Council, identifying the subject property and explaining why the property is a good candidate for FLX zoning. This written request shall include or attach (i) relevant documents (i.e. narrative, and site plan(s) and a list of proposed conditions which may be in the form of written statements, graphic illustrations, or any combination thereof) that describe the results of the site specific planning process referred to in subsection (b)(iv) above, and (ii) an explanation as to why and how the proposed district is consistent with the Northern Study Area Plan, or if the property is not located within the Northern Study Area, such other plans or policies as may be applicable. The Council may, in its

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discretion, summarily deny the request or direct the town attorney and planning staff to work with the property owner to develop an ordinance pursuant to this section that establishes an appropriate FLX district and that applies this district to such property.

- (2) Once an ordinance has been drafted as provided in subdivision (f)(1), such ordinance shall be processed in accordance with the provisions of Article XX of this chapter applicable to ordinance amendments initiated by the town administration, except that (i) a preliminary draft of the ordinance, including a concept plan shall be presented to the planning board, Transportation Advisory Board, Environmental Advisory Board, Appearance Commission, Economic Sustainability Commission, and Northern Transition Area Advisory Committee (and other advisory boards to which the Town Council may refer the draft) prior to the ordinance being referred to the Town Council to establish a date for the legally required public hearing on the ordinance; (ii) at the time the Town Council directs that an ordinance be drafted in accordance with subsection (f)(1) above, the Council may establish such additional processes as deemed necessary to ensure that the public has an adequate opportunity for input into the proposed FLX district, and (iii) no property shall be rezoned FLX without the consent of the property owner (which consent may be withdrawn at any time before the adoption of the ordinance establishing the FLX district). The text and the map amendment may be processed simultaneously.
- (3) Amendments to a FLX district shall be initiated and processed in the same manner as the initial ordinance, except that, if the planning staff determines that a proposed amendment has no substantial impact on neighboring properties, the general public, or those intended to occupy the site zoned FLX, the staff may forward the requested amendment to the Council as provided in subsection 15-321(c)(2). In such case, the Council may (i) decline to call for a public hearing on the proposed amendment, thereby rejecting it; (ii) establish a date for a public hearing on the proposed amendment in accordance with the procedures applicable to any other zoning amendment; or (iii) direct that additional processes be followed to obtain additional public input on the proposal before setting a date for the legally required public hearing.

(g) Property within a FLX district may be subdivided according to the provisions of this chapter applicable to minor subdivisions, even if such subdivision involves the creation of more than a total of four lots or the creation of a new public street.

**PART II. ZONING MAP****Section 15-142 Official Zoning Map.**

(a) There shall be a map known and designated as the Official Zoning Map, which shall show the boundaries of all zoning districts within the town's planning jurisdiction. This map shall be drawn on acetate or other durable material from which prints can be made, shall be dated, and shall be kept in the planning department.

(b) The Official Zoning Map dated April 1973 is adopted and incorporated herein by reference. Amendments to this map shall be made and posted in accordance with Section 15-143.

(c) Should the Official Zoning Map be lost, destroyed, or damaged, the administrator may have a new map drawn on acetate or other durable material from which prints can be made. No further authorization or action is required so long as no district boundaries are changed in this process.

**Section 15-143 Amendments to Official Zoning Map. (AMENDED 4/27/10; 10/26/10; 9/24/13)**

(a) Amendments to the Official Zoning Map are accomplished using the same procedures that apply to other amendments to this chapter, as set forth in Article XX.

(b) The administrator shall update the Official Zoning Map as soon as possible after amendments to it are adopted by the Town Council. Upon entering any such amendments to the map, the administrator shall change the date of the map to indicate its latest revision. New prints of the updated map may then be issued.

(c) No unauthorized person may alter or modify the Official Zoning Map.

(d) The planning department shall keep copies of superseded prints of the zoning map for historical reference.

**Section 15-143.4 Downtown Neighborhood Protection Overlay District. (AMENDED 8/23/05)**

(a) There is hereby created a Downtown Neighborhood Protection (DNP) Overlay District. The purpose of this district is to establish special height, setback, and design requirements applicable to lots in certain commercially zoned downtown areas where such lots abut or are directly across the street from residentially zoned properties.

(b) Because the DNP district is an overlay district, properties within this district are subject to the regulations applicable to the underlying district except as those regulations are modified or superseded by the requirements of the DNP district. The requirements of the DNP district are set forth in Section 15-185.1 of this chapter.

**Section 15-143.5 Lloyd/Broad Overlay District. (AMENDED 6/26/2018)**

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(a) There is hereby created a Lloyd/Broad Overlay District. The purpose of this district is to protect and preserve the character of the district and to establish special height, setback, mass and parking requirements applicable to lots within the district.

(b) Because the Lloyd/Broad Overlay District is an overlay district, properties within this district are subject to the regulations applicable to the underlying zoning district, except as those regulations are modified or superseded by the requirements of this district which are set forth in Section 15-185.2 of this Chapter.

**Section 15-144 through 15-145 Reserved.**

## ARTICLE XX

### AMENDMENTS

#### **Section 15-320 Amendments in General.**

(a) Amendments to the text of this chapter or to the zoning map or to the comprehensive plan may be made in accordance with the provisions of this article, or in the case of non-substantive editorial changes, may be made administratively by the planning director, as described in Section 15-38 of this ordinance. **(AMENDED 9/01/87; 6/22/21)**

(b) The term “major map amendment” shall refer to an amendment that addresses the zoning district classification of five or more tracts of land in separate ownership or any parcel of land (regardless of the number of lots or owners) in excess of fifty acres. All other amendments to the zoning district map shall be referred to as “minor map amendments.”

(c) All properties within the University Lake Watershed are zoned WR, B-5, WM-3 or C. As provided in Subsection 15-137(b), no additional areas may be rezoned WM-3 or B-5, and no areas within the University Lake Watershed may be rezoned to any classification other than WR, or C. **(AMENDED 10/15/96)**

(d) The regulations applicable to the watershed districts do, and all amendments to these regulations shall, comply with the water supply watershed protection rules promulgated by the State pursuant to G.S. section 143-214.5. Copies of all amendments to section 15-266 shall be sent to the Department of Environmental Quality (DEQ), Division of Water Resources and the Environmental Management Commission (EMC). **(AMENDED 10/15/96; 6/22/21)**

#### **Section 15-321 Initiation of Amendments.**

(a) Whenever a request to amend this chapter is initiated by the Town Council, the planning board, the board of adjustment, other town advisory board, or the town administration, the town attorney in consultation with the planning staff shall draft an appropriate ordinance and present that ordinance to the Town Council so that a date for a public hearing may be set.

(b) Any other person may also petition the Council to amend this chapter. The petition shall be filed with the planning department and shall include, among the information deemed relevant by the planning department:

- (1) The name, address, and phone number of the applicant. If a change in zoning district classification to a less dense development density is proposed, the name, address, phone number and signature of all property owners consent to the application is required. Applications for down-zoning shall not be considered unless all the property owners consent to the application. **(AMENDED 6/22/21)**

*Art. XX AMENDMENTS*

- (2) A description of the land affected by the amendment if a change in zoning district classification is proposed.
- (3) Stamped envelopes containing the names and addresses of all those to whom notice of the public hearing must be sent as provided in Section 15-323.
- (4) A description of the proposed map change or a summary of the specific objective of any proposed change in the text of this chapter.
- (5) A concise statement of the reasons why the petitioner believes the proposed amendment would be in the public interest.

(b1) If a change in zoning district classification is proposed, the petitioner shall hold at least one neighborhood information meeting on the application. A mailing is required in accordance with the standards in 15-323(c). **(AMENDED 6/22/21)**

(c) Upon receipt of a petition as provided in (b), the planning staff shall either:

- (1) Treat the proposed amendment as one initiated by the town administration and proceed in accordance with subsection (a) if it believes that the proposed amendment has significant merit and would benefit the general public interest; or
- (2) Forward the petition to the Council with or without written comment for a determination of whether an ordinance should be drafted and a public hearing set in accordance with subsection (d).

(d) Upon receipt of a proposed ordinance as provided in subsection (a), the Council may establish a date for a public hearing on it. Upon receipt of a petition for an ordinance amendment as provided in subsection (b), the Council may summarily deny the petition or set a date for a public hearing on the requested amendment and order the attorney, in consultation with the planning staff, to draft an appropriate ordinance. In accordance with G.S. 160D-601(d), petitions for proposed map changes that would result in a downzoning of property shall only be initiated by the owners of the property or the Town. (See subsection (b)(1) above.) **(AMENDED 6/22/21)**

**Section 15-322 Planning Board and Other Advisory Consideration of Proposed Amendments.**

(a) If the Council sets a date for a public hearing on a proposed amendment, it shall also refer the proposed amendment to the planning board for its consideration and may refer the amendment to the appearance commission if community appearance is involved, and may refer the amendment to the transportation advisory board if the amendment involves community transportation issues, and may refer the amendment to the environmental advisory board if the amendment involves community environment issues, and may refer the amendment to the affordable housing advisory commission if the amendment involves an affordable housing issue, and may refer the amendment to the economic sustainability commission if the amendment

*Art. XX AMENDMENTS*

involves an economic development issue or any other board if the amendment involves an issue of which the board has expertise. **(AMENDED 9/19/95; REWRITTEN 2/25/14; AMENDED 6/25/19; 6/22/21).**

(b) The planning board shall advise and comment on whether the proposed amendment is consistent with the Comprehensive Plan, Land Use Plan, long-range transportation plans, or other applicable plans officially adopted by the Town Council. The planning board shall provide a written recommendation to the Town Council that addresses plan consistency and other matters as deemed appropriate by the planning board. If no written report is received from the planning board within 30 days of referral of the amendment to that board, the Town Council may proceed in its consideration of the amendment without the planning board report. **(AMENDED 10/24/06; 6/22/21)**

(c) A comment by the planning board that a proposed amendment is inconsistent with the Comprehensive Plan, Land Use Plan, long-range transportation plans or other officially adopted plan shall not preclude consideration or approval of the proposed amendment by the Town Council, and the Town Council is not bound by the recommendations of the planning board. **(AMENDED 10/24/06; 6/22/21)**

(d) A member of the planning board and any other advisory committee that provides direct advice to the Town Council (i.e. it does not report to the planning board) shall not vote on any legislative decision regarding a development regulation adopted pursuant to this Chapter where the outcome of the matter being considered is reasonably likely to have a direct, substantial, and readily identifiable financial impact on the member. An appointed board member shall not vote on any zoning amendment if the landowner of the property subject to a rezoning petition or the applicant for a text amendment is a person with whom the member has a close familial, business, or other associational relationship. **(AMENDED 10/24/06; 6/22/21)**

**Section 15-323 Hearing Required: Notice.**

(a) No ordinance that amends any of the provisions of this chapter may be adopted until a public hearing has been held on such ordinance.

(b) The planning staff shall publish a notice of the public hearing on any ordinance that amends the provisions of this chapter once a week for two successive weeks in a newspaper having general circulation in the Carrboro area. The notice shall be published for the first time not less than ten days nor more than twenty-five days before the date fixed for the hearing. This period is to be computed in accordance with G.S. section 160D-601(a), which provides that the date of publication is not counted but the date of the hearing is. **(AMENDED 6/22/21)**

(c) With respect to all map amendments, the planning staff shall mail, by first class mail, written notice of the public hearing to the record owners of all properties whose zoning classification is changed by the proposed amendment as well as the owners of all properties any portion of which is abutting the property rezoned by the amendment, including property separated by a street right of way, railroad or other transportation corridor and any other property that is within 1000 feet of the property rezoned by the amendment. For purposes of this section the term “owners” shall mean the persons shown as owners on Orange County’s computerized land records system. The planning staff

*Art. XX AMENDMENTS*

shall also make reasonable efforts to mail a similar written notice to the non-owner occupants of residential rental property located within 1,000 feet of the lot that is the subject of the rezoning. The notices required by this subsection shall be deposited in the mail at least 10 but not more than 25 days prior to the date of the public hearing. If the rezoning map amendment is being proposed in conjunction with an expansion of municipal extraterritorial planning and development regulation jurisdiction under G.S. 160D-202, a single hearing on the zoning map amendment and the boundary amendment may be held. In this instance, the initial notice of the zoning map amendment hearing may be combined with the boundary hearing notice and the combined hearing notice mailed at least 30 days prior to the hearing. The staff member mailing such notices shall certify to the council that the notices have been mailed, and such certificate shall be deemed conclusive in the absence of fraud. **(AMENDED 10/12/82; 1/22/85; 10/1/85; 4/15/97; 3/26/02; 6/22/21)**

(d) The first class mail notice required under subsection (c) of this section shall not be required if the zoning map amendment directly affects more than 50 properties, owned by a total of at least 50 different property owners, and the Town elects to use the expanded published notice provided for in this subsection. In this instance, the Town may elect to either make the mailed notice provided for in subsection (c) of this section or may, as an alternative, elect to publish notice of the hearing as required by G.S. section 160D-602(b), but provided that each advertisement shall not be less than one-half (1/2) of a newspaper page in size. The advertisement shall only be effective for property owners who reside in the area of general circulation of the newspaper which publishes the notice. Property owners who reside outside of the newspaper circulation area, according to the address listed on the most recent Orange County property tax listing for the affected property, shall be notified according to the provisions of subsection (c) of this section. **(AMENDED 10/24/06; 6/22/21)**

(e) For proposed zoning map amendments, the planning staff shall prominently post a notice of the public hearing on the site proposed for a rezoning or an adjacent public street or highway right-of-way at least 10 but not more than 25 days prior to the date of the public hearing. When multiple parcels are included within a proposed zoning map amendment, a posting on each individual parcel is not required, but the planning staff shall post sufficient notices to provide reasonable notice to interested persons. **(AMENDED 6/22/21)**

(f) The planning staff shall take any other action deemed by the Planning Department to be useful or appropriate to give notice of the public hearing on any proposed amendment.

(g) The notice required or authorized by this section (other than the posted notice required by subsection (e)) shall: **(AMENDED 11/24/09)**

- (1) State the date, time, and place of the public hearing.
- (2) Summarize the nature and character of the proposed change.
- (3) If the proposed amendment involves a change in zoning district classification, reasonably identify the property whose classification would be affected by the amendment.

*Art. XX AMENDMENTS*

- (4) State that the full text of the amendment can be obtained from the town clerk.
- (5) State that substantial changes in the proposed amendment may be made following the public hearing.

(h) The planning staff shall make every reasonable effort to comply with the notice provisions set forth in this section. However, it is the Council's intention that the notice requirements set forth in this section that are not required by state law shall not be regarded as mandatory, and therefore a failure to comply with such requirements shall not render any amendment invalid. **(AMENDED 11/24/09)**

(i) Except for a town-initiated zoning map amendment, when an application is filed to request a zoning map amendment and that application is not made by the owner of the parcel of land to which the amendment would apply (regardless of how the staff treats the proposed amendment under subsection 15-321(c)), the applicant shall certify to the Town Council that the owner of the parcel of land as shown on the county tax listing has received actual notice of the proposed amendment and a copy of the notice of public hearing. The person or persons required to provide notice shall certify to the Town Council that proper notice has been provided in fact, and such certificate shall be deemed conclusive in the absence of fraud. **(AMENDED 11/24/09)**

(j) Actual notice of the proposed amendment and a copy of the notice of public hearing required under subsection 15-323(i) of this section shall be by any manner permitted under G.S. section 1A-1, Rule 4(j). If notice cannot with due diligence be achieved by personal delivery, registered or certified mail, or by a designated delivery service authorized pursuant to 26 U.S.C. § 7502(f)(2), notice may be given by publication consistent with G.S. section 1A-1, Rule 4(j1). This subsection applies only to an application to request a zoning map amendment where the application is not made by the owner of the parcel of land to which the amendment would apply. This subsection does not apply to a town-initiated zoning map amendment. **(AMENDED 11/24/09)**

**Section 15-324 Council Action on Amendments.** **(AMENDED 10/24/06)**

(a) At the conclusion of the public hearing on a proposed amendment, the Council may proceed to vote on the proposed ordinance, refer it to a committee for further study, or take any other action consistent with its usual rules of procedure.

(b) The Council is not required to take final action on a proposed amendment within any specific period of time, but it should proceed as expeditiously as practicable on petitions for amendments since inordinate delays can result in the petitioner incurring unnecessary costs.

(c) Voting on amendments to this chapter shall proceed in the same manner as on other ordinances, subject to Section 2-15 of the Town Code.

(d) When adopting or rejecting any zoning or text amendment, the Council shall adopt a statement describing whether the action is consistent or inconsistent with an adopted comprehensive plan, which shall not be subject to judicial review. **(AMENDED 2/6/2018;**

**REWRITTEN 6/22/21)**

- (1) If the amendment is adopted and the action was deemed inconsistent with the adopted plan, the zoning amendment shall have the effect of also amending any future land use map in the approved plan, and no additional request or application for a plan amendment shall be required.
- (2) A plan amendment and zoning amendment may be considered concurrently.
- (3) If a zoning map amendment qualifies as a “large-scale rezoning” under G.S. section 160D-602(b), the Council’s statement describing plan consistency may address the overall rezoning and describe how the analysis and policies in the relevant adopted plans were considered in the action taken.

(d1) When adopting or rejecting any petition for a zoning map amendment the Council shall adopt a statement explaining the reasonableness of the proposed rezoning. The statement of reasonableness may consider, among other factors: (i) the size, physical conditions, and other attributes of any area proposed to be rezoned; (ii) the benefits and detriments to the landowners, the neighbors, and the surrounding community; (iii) the relationship between the current actual and permissible development and the development permissible under the proposed amendment, (iv) why the action taken is in the public interest; and (v) any changed conditions warranting the amendment. If a zoning map amendment qualifies as a “large-scale rezoning” under G.S. section 160D-602(b), the statement on reasonableness may address the overall rezoning.

(e) A Council member shall not vote on any legislative decision regarding a development regulation adopted pursuant to this Chapter where the outcome of the matter being considered is reasonably likely to have a direct, substantial, and readily identifiable financial impact on the member. A Council member shall not vote on any zoning amendment if the landowner of the property subject to a rezoning petition or the applicant for a text amendment is a person with whom the member has a close familial, business, or other associational relationship. (See also Carrboro Town Code Section 2-35). **(REWRITTEN 6/22/21)**

**Section 15-325 Ultimate Issue Before Council on Amendments.**

In deciding whether to adopt a proposed amendment to this chapter, the central issue before the Council is whether the proposed amendment advances the public health, safety or welfare. All other issues are irrelevant, and all information related to other issues at the public hearing may be declared irrelevant by the mayor and excluded. In particular, when considering proposed minor map amendments:

- (1) Except when the request is to rezone property to a conditional zoning district, the Council shall not consider any representations made by the petitioner that, if the change is granted, the rezoned property will be used for only one of the possible range of uses permitted in the requested classification. Rather, the Council shall consider whether the entire range of permitted uses in the requested classification is more

*Art. XX AMENDMENTS*

appropriate than the range of uses in the existing classification. **(AMENDED 05/25/99; 05/27/08)**

- (2) The Council shall not regard as controlling any advantages or disadvantages to the individual requesting the change, but shall consider the impact of the proposed change on the public at large.

**Section 15-326 Citizen Comments on Zoning Map and Text Amendments. (AMENDED 10/24/06, REWRITTEN 12/6/16; 6/22/21).**

The Town of Carrboro Land Use Ordinance may from time to time be amended, supplemented, changed, modified or repealed. If any resident or property owner in the Town submits a written statement regarding a proposed amendment, modification or repeal to a zoning regulation including a text or map amendment that has been properly initiated as provided in G.S. 160D-601, to the Clerk of the Town Council at least two (2) business days prior to the proposed vote on such change, the Clerk to the Council shall deliver such written statement to the Council. If the proposed change is the subject of a quasi-judicial proceeding under G.S. section 160D-705 or any other statute, the Clerk shall provide only the names and addresses of the individuals providing written comment, and the provision of such names and addresses to all members of the Council shall not disqualify any member of the Council from voting. Written statements submitted in connection with a quasi-judicial proceeding may be admitted into evidence at such a proceeding if the Council determines that such statements are admissible under the N.C. Rules of Evidence in the proceeding. (Amended 12-6-16; and enacted pursuant to a Resolution in Opposition to the General Assembly's Repeal of Statutory Authority for Qualified Protest Petitions to Trigger a Super Majority Vote for Certain Zoning Map Amendments, dated 12-6-16).



## TOWN OF CARRBORO

NORTH CAROLINA

May 10, 2024

RE: Proposed Zoning Map Amendment at 400 North Greensboro Street

I, Christina Moon, do certify that I did cause to have mailed on May 10, 2024, by first class mail, letters informing the owners and non-owner occupants of properties within 1,000 feet of the property at 400 North Greensboro Street, of the petition to amend the zoning classification from CT (Corporate Town, 7,500 square feet per dwelling unit) to B-1G-CZ (Residential, 3,000 square feet per dwelling unit, Conditional), to allow for the development of a three-story residential development, and a possible request for a special use permit-B.

Copies of the mailing list and mailing labels used for this purpose including the person, where applicable, or addresses to whom the notices are recorded in the Planning Department and available by request.

*Christina X. Moon*

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Christina Moon  
Planning and Transportation Administrator      5/10/2024



# TOWN OF CARRBORO

NORTH CAROLINA

## PLANNING DEPARTMENT

**TO: Property Owners and Residents**

**FROM: Christina R. Moon, Planning and Transportation Administrator**

**DATE: May 10, 2024**

**PUBLIC NOTICE: Zoning Map Amendment at 400 North Greensboro Street**

You are receiving this letter because your property or residence is within 1,000 feet of the property described above that is under consideration for a zoning map amendment.

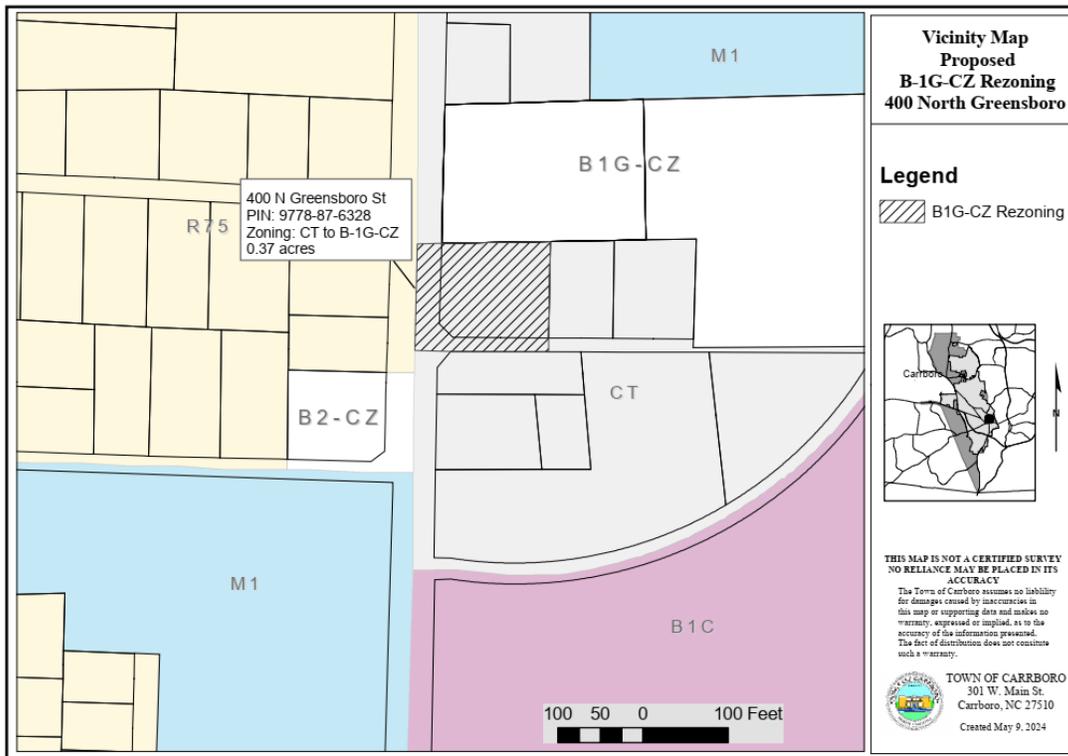
The Town has received a request from Sam Mitchell, owner representative for Bison Lodge, LLC, to amend the zoning classification of the property at 400 North Greensboro Street. The property is currently zoned CT (Corporate Town, Residential 7,500 square feet per dwelling unit). The request is to rezone the property to B-1G-CZ (General Business, Residential 3,000 square feet per dwelling unit) for the purpose of developing a three-story brick building with seven (7) residential units and common areas. Should the Council approve the zoning map amendment, the applicants would follow with an application for a special use permit-B; the SUP-B would involve a separate public hearing before the Board of Adjustment. **A map showing the property locations is provided on the reverse side of this letter.**

**The Town Council will hold a public hearing to consider the zoning map amendment to B-1G-CZ on Tuesday, May 21, 2024, at 7:00 p.m. in the Town Hall Board Room (Room 110) located at 301 West Main Street.** You are invited to attend this hearing and to make your opinions on the requested zoning map amendment known.

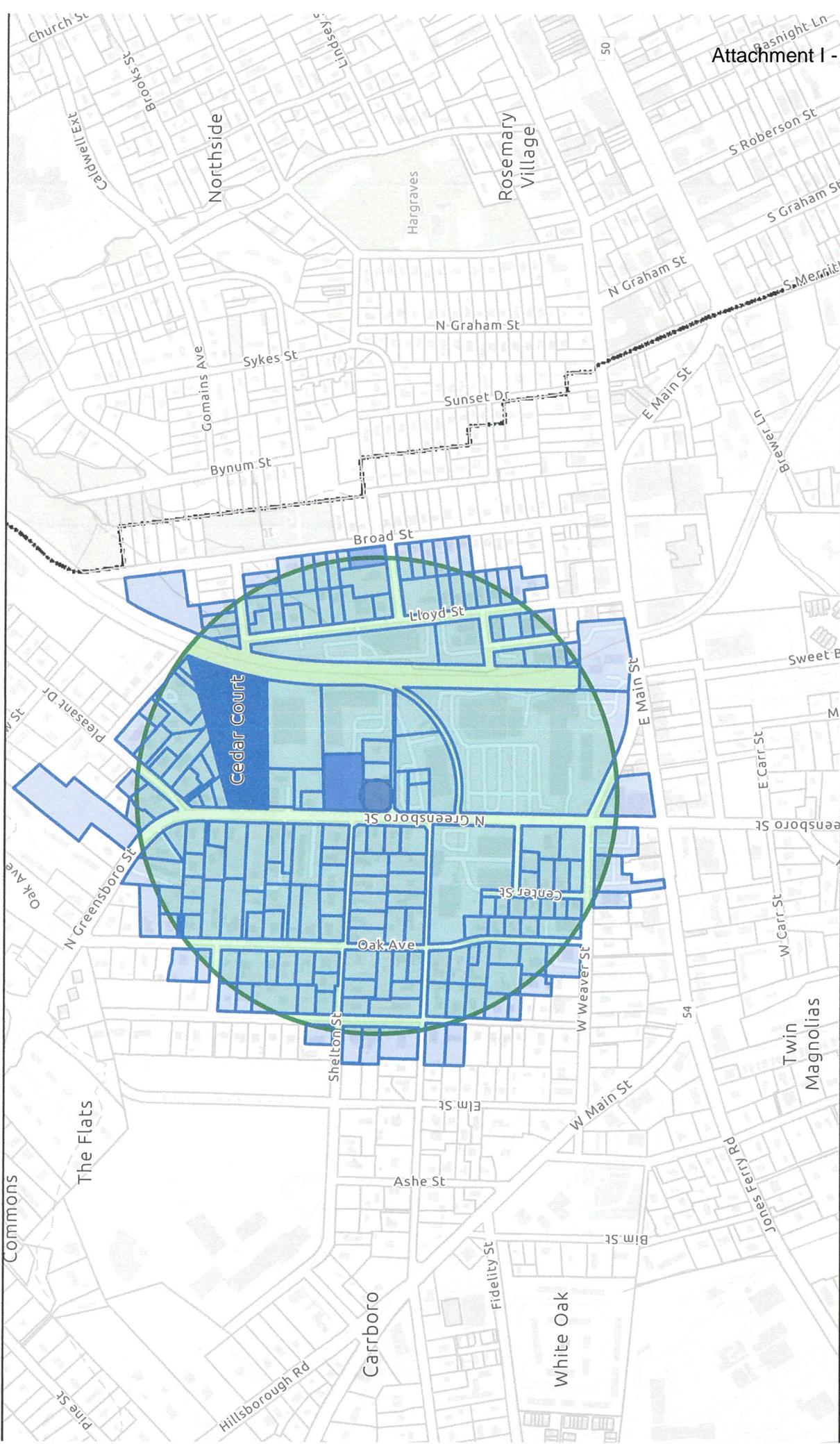
Additional information regarding the zoning map under consideration is available from the Town Clerk and the Planning Department located at the Carrboro Town Hall. The Town Council's agenda materials for the public hearings may be found at <https://carrboro.legistar.com/Calendar.aspx> the Friday before the meeting. Substantial changes to the proposed amendment to the Town's zoning map may be made following the public hearing. If you have questions, or would like additional information, please feel free to contact Tina Moon at (919) 918-7325 or [cmoon@carrboronc.gov](mailto:cmoon@carrboronc.gov).

**Proposed Zoning Map Amendment**  
400 North Greensboro Street

**May 10, 2024**  
Page 2 of 2



# Notification Selection



7/05/2024, 15:21:55

- Property Owners
- Carrboro
- Carrboro City Limits

1:8,262



Esri Community Maps Contributors, UNC, Town of Carrboro, Town of Cary, Town of Chapel Hill, Land Records/GIS/Addressing, State of North Carolina DOT, OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, MET/NASA, USGS, EPA, NPS, US Ce

OWNERS-1000 400 N GREENSBORO

255

First Owner Name	Postal Address	Postal City	Postal State	Postal Zip
DECKNER RENATE	106 LINDSAY ST	CARRBORO	NC	27510
HOFFMAN DAMIAN M	104 LINDSAY STREET	CARRBORO	NC	27510
JONES JOHN D III	812 CHRISTOPHER RD	CHAPEL HILL	NC	27514
NESTOR JOHN	203 OAK AVE	CARRBORO	NC	27510
MILLS NATHAN	120 PUREFOY RD	CHAPEL HILL	NC	27516
MILLER THOMAS M	6 JORDAN DR	PITTSBORO	NC	27312
WEEKS KEVIN MCCUSKEY TRUSTEE	606 BOLIN CREEK DR	CARRBORO	NC	27510
SMITH JOHN B TRUSTEE	100 EVANS CT	CARRBORO	NC	27510
RIGGSBEE JEFFREY ADAM	926 OLD GREENSBORO RD	CHAPEL HILL	NC	27516
BARNES ROSE MARIE TRUSTEE	8702 KEITH CT	CHAPEL HILL	NC	27516
ROVINE VICTORIA L	305 E POPLAR AVE	Carrboro	NC	27510
DURBIN MICHAEL PATRICK	207 LINDSAY ST	CARRBORO	NC	27510
BOUSQUET KADACKAL SYLVIE	204 LINDSAY ST	CARRBORO	NC	27510
MULLEN THOMAS J	215 LINDSAY ST	CARRBORO	NC	27510
MONETTE CARRIE ELIZABETH	302 LINDSAY ST	CARRBORO	NC	27510
HAGGERTY JOANN H	301 LINDSAY ST	CARRBORO	NC	27510
RIGGSBEE REBECCA	304 LINDSAY ST	CARRBORO	NC	27510
EISELMAN DAVID S	306 LINDSAY STREET	CARRBORO	NC	27510
POYTHRESS PHILLIP LEE	594 LYSTRA ESTATES DR	CHAPEL HILL	NC	27514
LEIRO ANTHONY	110 LINDSAY ST	CARRBORO	NC	27510
SOBOL SUSAN G	112 LINDSAY ST	CARRBORO	NC	27510
PISANO ETTA D TRUSTEE	1319 COVE AVE	CARRBORO	NC	27510
MILLS NATHAN	120 PUREFOY RD	SULLIVANS ISLAND	SC	29482
WIENE DEMOULIN TRUST	200 BRITTON DR	CHAPEL HILL	NC	27516
HODGSON DOROTHY LOUISE	303 OAK AVE	CARRBORO	NC	27510
HOOVER CHRISTOPHER L	202 LINDSAY ST	CARRBORO	NC	27510
HALLE JAN	1002 ARROWHEAD RD	CHAPEL HILL	NC	27514
KLEINMAN DAWN E	405 E POPLAR AVE	CARRBORO	NC	27510
PIERCE CELIA S	307 OAK AVE	CARRBORO	NC	27510
SUITT PHILLIP R	399 OAK AVE	CARRBORO	NC	27510
MILLS MAXINE M	401 OAK AVE	CARRBORO	NC	27510
HALE KIMBERLY	403 OAK AVE	CARRBORO	NC	27510
SPARROW JAMES R JR	376 DEE FARRELL RD	PITTSBORO	NC	27312

AKERS ROGER K	407 OAK AVE	CARRBORO, NC 27510
PRICE MITCHELL JUDSON	409 OAK AVE	CARRBORO, NC 27510
CLAMAGE STEVEN D	301 OAK AVE	CARRBORO, NC 27510
COHEN SUSAN ALESE	109 SHELTON ST	CARRBORO, NC 27510
SCHMOOCK EVA	200 SHELTON ST	CARRBORO, NC 27510
WILTBERGER THOMAS J	503 OAK AVE	CARRBORO, NC 27510
BARNES ROSE MARIE TRUSTEE	8702 KEITH CT	CHAPEL HILL, NC 27516
SPRUYT ALAN B	1003 LAMOND AVE	DURHAM, NC 27701
CHOW AND VIZITHUM LLC	200 W WEAVER ST STE 1	CARRBORO, NC 27510
BUILDING VISION LLC	200 W WEAVER ST	Carrboro, NC 27510
RBC CENTURA BANK	PO BOX 850 C/O INVOKE TAX PARTNERS	AURORA, OH 44202
SUBERMAN THOMAS A	206 SPRUCE ST	PHILADELPHIA, PA 19106
MERRY FRANK	105 CENTER ST	CARRBORO, NC 27510
FRANK CHRISTOPHER JON	101 EVANS CT	CARRBORO, NC 27510
ALDERSON JOHN GILMORE	100 OAK AVE	CARRBORO, NC 27510
MEYER GERALD J	107 CENTER AV	CARRBORO, NC 27510
TESSIN JEFF	200 OAK AVE	CARRBORO, NC 27510
WIENE DEMOULIN TRUST	200 BRITTON DR	CHAPEL HILL, NC 27516
HERRICK JEFFREY D	109 CENTER ST	CARRBORO, NC 27510
HERRICK JEFFREY D	109 CENTER ST	Carrboro, NC 27510
THURMAN ANDREW D	149 CLARK RD	SNOW CAMP, NC 27349
FITCH LUMBER CO	309 N GREENSBORO ST	CARRBORO, NC 27510
FOGLEMAN & FOGLEMAN ASSOCIATES LLC	20 CONE FLOWER CT	CHAPEL HILL, NC 27517
WEST WEAVER LLC	103 W WEAVER ST	CARRBORO, NC 27510
CKE III LLC	16122 MOREHEAD	CHAPEL HILL, NC 27517
LAMMAS EDWARD CHRISTOPHER	3703 BLUE RIDGE RD	RALEIGH, NC 27612
FOREMAN HOUSE LLC	102 CENTER ST	CARRBORO, NC 27510
103 SHORT STREET LLC	103 SHORT ST	CARRBORO, NC 27510
CARRBORO TOWN OF	301 W MAIN ST	CARRBORO, NC 27510
CKE III LLC	16122 MOREHEAD	CHAPEL HILL, NC 27517
SEATON DEBRA L	203 N GREENSBORO ST	CARRBORO, NC 27510
SEATON DEBRA L	203 N GREENSBORO ST	CARRBORO, NC 27510
CARRBORO TOWN OF	301 W MAIN ST	CARRBORO, NC 27510
CARR MILL MALL LIMITED PARTNERSHIP	PO BOX 673	CARRBORO, NC 27510

BERTRAM PROPERTIES LLC	4310 BAER HILL RD	EFLAND, NC 27243
BRYAN JAMES T III	103 RANDOLPH CT	CHAPEL HILL, NC 27516
GOLDSTEIN ROBERT P	107 SHELTON ST	CARRBORO, NC 27510
ROWE PAUL D	1407 EISENHOWER AVE APT 202	VALPARAISO, IN 46383
SUITT PHILLIP R	399 OAK AVE	CARRBORO, NC 27510
MITCHELL GORDON N	8616 YORKSHIRE LANE	CHAPEL HILL, NC 27516
BUBEL SIMON	402 OAK AVE	CARRBORO, NC 27510
KIRLEY MATTHEW P	406 OAK AVE	CARRBORO, NC 27510
BURNS KATHRYN JANE	404 OAK AVE	CARRBORO, NC 27510
MESIGIAN TRICIA	408 OAK AVE	CARRBORO, NC 27510
MESIGIAN T J	408 OAK AVE	CARRBORO, NC 27510
RUMFELT JAMES M	403 WATERSIDE DR	CARRBORO, NC 27510
MOORE MODJULIE A	105 SHELTON ST	CARRBORO, NC 27510
HOLLAND MICHAEL ABBOTT	103 SHELTON ST	CARRBORO, NC 27510
ROWE PAUL D	1407 EISENHOWER AVE APT 202	VALPARAISO, IN 46383
LUX LIMITED PARTNERSHIP	750 WEAVER DAIRY RD 194	CHAPEL HILL, NC 27514
FITCH LUMBER CO	309 N GREENSBORO ST	CARRBORO, NC 27510
RUMFELT JAMES M ETAL	P O BOX 520	SNOW CAMP, NC 27349
MILLS STEPHEN D	P O BOX 520	SNOW CAMP, NC 27349
GRAY THOMAS A	101 SHELTON ST	Carrboro, NC 27510
ROWE PAUL	1407 EISENHOWER AVE APT 202	VALPARAISO, IN 46383
MMF 401 403 LLC	9 DEERWOOD CT	CHAPEL HILL, NC 27517
MMF 401 403 LLC	9 DEERWOOD CT	CHAPEL HILL, NC 27517
DEREY WILLIAM JAMES	405 N GREENSBORO ST	CARRBORO, NC 27510
NICKELL DEBORAH B TRUSTEE ET AL	102 DIXIE DR	CHAPEL HILL, NC 27514
NICKELL DEBORAH B TRUSTEE ET AL	102 DIXIE DR	CHAPEL HILL, NC 27514
GRAY CAECILIA A	102 DIXIE DR	CHAPEL HILL, NC 27514
BAAS SUSAN MARGARET	507 N GREENSBORO ST	CARRBORO, NC 27510
NICKELL DEBORAH B TRUSTEE ET AL	102 DIXIE DR	CHAPEL HILL, NC 27514
GIBSON MOE PROPERTIES LLC	1755 RIDGEWOOD DR NE	ATLANTA, GA 30307
GRAY NICKELL 503 LLC	102 DIXIE DR	CHAPEL HILL, NC 27514
NICKELL DEBORAH B TRUSTEE ET AL	102 DIXIE DR	CHAPEL HILL, NC 27514
NICKELL DEBORAH B TRUSTEE ET AL	102 DIXIE DR	CHAPEL HILL, NC 27514
SOUTHERN STATES COOPERATIVE INC CARRBORO SERVICE	6606 WEST BROAD ST	RICHMOND, VA 23236

SOUTHERN STATES COOPERATIVE INC CARRBORO SERVICE	6606 WEST BROAD ST ATTN TAX DEPT	RICHMOND, VA 23230
SOUTHERN STATES COOPERATIVE INC CARRBORO SERVICE	6606 WEST BROAD ST	RICHMOND, VA 23236
BISON LODGE LLC	50 ELM ST 2ND FL	NEW HAVEN, CT 6510
N GREENSBORO ST	2109 IVEY RD	CHAPEL HILL, NC 27516
FITCH LUMBER COMPANY INC	309 N GREENSBORO ST	CARRBORO, NC 27510
OWENS PETER J	504 N GREENSBORO ST APT D	CARRBORO, NC 27510
SOUTHERN STATES COOPERATIVE INC CARRBORO SERVICE	6606 WEST BROAD ST	RICHMOND, VA 23230
SOUTHERN STATES COOPERATIVE INC CARRBORO SERVICE	6606 WEST BROAD ST	RICHMOND, VA 23230
REITER KENNETH M	PO BOX 1622	Carrboro, NC 27510
SOUTHERN STATES COOPERATIVE INC CARRBORO SERVICE	6606 WEST BROAD ST	RICHMOND, VA 23230
FITCH LUMBER CO	309 N GREENSBORO ST	CARRBORO, NC 27510
GELBLUM ROBERT R	500B OAK AVE	CARRBORO, NC 27510
GELBLUM LAURA P	502 C OAK AVE	CARRBORO, NC 27510
GELBLUM LAURA	502-C OAK AVE	CARRBORO, NC 27510
KINLAW ALAN C	504 OAK AVE	CARRBORO, NC 27510
GELBLUM LAURA	502 C OAK AVE	CARRBORO, NC 27510
HART THOMAS	504 A&B OAK AVE	Carrboro, NC 27510
MURPHY GLENN	506 OAK AVE	CARRBORO, NC 27510
AID&4WP1 LLC	2 WEST WALNUT ST UNIT 207	ALEXANDRIA, VA 22301
GIBSON MOE PROPERTIES LLC	1755 RIDGEWOOD DR NE	ATLANTA, GA 30307
BRANNING LOIS A	603 N GREENSBORO ST	Carrboro, NC 27510
GRACE MAGGI	601 N GREENSBORO ST	Carrboro, NC 27510
GREAVES SAMANTHA	1652 PURPLE SAGE LN	CHAPEL HILL, NC 27516
BARTH VERNON MICHAEL	9445 HURDLE MILLS RD	Hurdle Mills, NC 27541
MILLS NATHAN	120 PUREFOY RD	CHAPEL HILL, NC 27514
SOMERSET PLACE TOWNHOUSES PHASE 2 LLC	90016 HOEY DRIVE	CHAPEL HILL, NC 27517
PELOSKY WILLIAM JAMES TRUSTEE	14 CLIFFWODD ST	LENOX, MA 1240
BERG ALEXANDER C	510 N GREENSBORO ST	Carrboro, NC 27510
MARSHALL NATHAN H TRUSTEE	2311 ARTHUR MINNIS RD	HILLSBOROUGH, NC 27278
WATKIN JOHN K	2025 S LAKESHORE DR	CHAPEL HILL, NC 27514
MILLS NATHAN	120 PUREFOY RD	CHAPEL HILL, NC 27514
GIFFORD ALLEN LOTHROP	100A PLEASANT DR	CARRBORO, NC 27510

ROWE PAUL	1407 EISENHOWER AVE APT 202	VALPARAISO, IN 46383
LUCEY PETER TRUESDELL	100 PLEASANT DR	CARRBORO, NC 27510
FETTERS TAMARA	104 PLEASANT DR	CARRBORO, NC 27510
GIFFORD ALLEN LOTHROP	100A PLEASANT DR	CARRBORO, NC 27510
HARTLEY MICHAEL FALK	2633 INNSBROOK RD	CHARLOTTE, NC 28226
HARTLEY MICHAEL FALK	2633 INNSBROOK RD	CHARLOTTE, NC 28226
108 PLEASANT DR LLC	100 WESTBURY DR	Chapel Hill, NC 27516
ARNESON SARAH MCCARTY	102 MULBERRY ST	CARRBORO, NC 27510
NISBET A PRESTON	919 OXBOW CROSSING RD	CHAPEL HILL, NC 27516
SOUTHERN RAILROAD	UNKNOWN ADDRESS	UNKNOWN, NC 0
HAYES LAURENCE D	316 CALIFORNIA AVE BOX 1207	RENO, NV 89509
103 LLOYD LLC	325 TENNEY CIR	CHAPEL HILL, NC 27514
RICE ALTON ETAL	PO BOX 40	CARRBORO, NC 27510
WRIGHT SARAH RICE TRUSTEE ET AL	137 CARILLON DR	PITTSBORO, NC 27312
ONTJES PROPERTIES LLC	5304 COSMOS CT	RALEIGH, NC 27613
WRIGHT SARAH RICE TRUSTEE ET AL	137 CARILLON DR	PITTSBORO, NC 27312
WRIGHT SARAH RICE TRUSTEE ET AL	137 CARILLON DR	PITTSBORO, NC 27312
ONTJES PROPERTIES LLC	5304 COSMOS CT	RALEIGH, NC 27613
ONTJES PROPERTIES LLC	5304 COSMOS CT	RALEIGH, NC 27613
JOHNSON JANIE DEGRAFFENREID	300 LLOYD STREET	CARRBORO, NC 27510
ZINN BROTHERS LLC	301 MONTCLAIR WAY	CHAPEL HILL, NC 27516
CARVER LAWSON EBONY C	420 LAFAYETTE DR	HILLSBOROUGH, NC 27278
DUNN SHERDENIA THOMPSON	204 LLOYD ST	CARRBORO, NC 27510
COLLERAN JAMES PATRICK	206 LLOYD ST	CARRBORO, NC 27510
SHELTON STATION APARTMENTS LLC	2727 LBJ FREEWAY STE 806 C/O SLK GLOBAL SOLI DALLAS, TX 75234	
ONTJES PROPERTIES LLC	5304 COSMOS CT	RALEIGH, NC 27613
ORANGE CHATHAM COMPREHENSIVE	PO BOX 17179	CHAPEL HILL, NC 27516
CARRBORO TOWN OF	PO BOX 337	CARRBORO, NC 27510
HYNSON RACHEL MARIE	302 LLOYD ST	Carrboro, NC 27510
HSIEH SHOWCHEIN	PO BOX 17281	CHAPEL HILL, NC 27516
ALPHABET SOUP INC	310 LLOYD ST	CARRBORO, NC 27510
CLAY CENTRE LLC	402 LLOYD ST	CARRBORO, NC 27510
LAM YIK	400 LLOYD ST	Carrboro, NC 27510
JIHAD MICHAEL	404 LLOYD ST	CARRBORO, NC 27510

KILPATRICK GEORGE JR	2 WESTRIDGE COURT	GREENSBORO, NC 27410
SWEENEY CATHERINE	412 LLOYD ST	CARRBORO, NC 27510
MERCIA RESIDENTIAL PROPERTIES LLC	PO BOX 2371	Chapel Hill, NC 27515
CARRBORO TOWN OF	301 W MAIN ST	CARRBORO, NC 27510
MISERENDINO ALYSSA	581 WASHINGTON PL	HIGHLAND PARK, IL 60035
SWEENEY CATHERINE	406 LINDSAY ST	CHAPEL HILL, NC 27516
LIU XING X	1 MAPLE DR	CHAPEL HILL, NC 27514
MASON LYDIA F	103 FOWLER ST	CARRBORO, NC 27510
MARKFIELD EVAN M	303 BROAD ST	Carrboro, NC 27510
WEAVER FREDERICK D ET AL	213 BROAD ST	CARRBORO, NC 27510
307 BROAD LLC	145 PINECREST RD	DURHAM, NC 27705
VICINI CHANEL	1007 GARDNER ST	RALEIGH, NC 27607
TIGHE CONOR	581 WASHINGTON PL	HIGHLAND PARK, IL 60035
WILKERSON CHRISTORIA W	103 FARRINGTON DR	CHAPEL HILL, NC 27514
SCROGGS WILLIAM E	210 JOHN WOODS RD	CHAPEL HILL, NC 27516
215 BROAD LLC	145 PINECREST RD	DURHAM, NC 27705
WEAVER FREDERICK D	213 BROAD ST	CARRBORO, NC 27510
FRAZIER VERONICA	104 FOWLER ST	CARRBORO, NC 27510
COMMUNITY HOME TRUST	PO BOX 2315	CHAPEL HILL, NC 27515
HACKNEY KATHY	301 BROAD ST	CARRBORO, NC 27510
J HERBERT HOLLAND TRUST	608 MARTIN LUTHER KING JR BLVD	CHAPEL HILL, NC 27514
J HERBERT HOLLAND TRUST	608 MARTIN LUTHER KING JR BLVD	CHAPEL HILL, NC 27514
J HERBERT HOLLAND TRUST	608 MARTIN LUTHER KING JR BLVD	CHAPEL HILL, NC 27514
CURETON WILLIAM	2010 BRUCKNER BLVD APT 3C	BRONX, NY 10473
SANTELO CATHERINE A	107 HILL ST UNIT A	Carrboro, NC 27510
SERRE MARC	112 PURPLE LEAF PL	Carrboro, NC 27510
UNIVERSITY OF NORTH CAROLINA HEALTH CARE SYSTEM	ATTN LISA C HARDEN 5221 PARAMOUNT PKWY S	MORRISVILLE, NC 27560
UNIVERSITY OF NORTH CAROLINA HEALTH CARE SYSTEM	5221 PARAMOUNT PKW STE 230	MORRISVILLE, NC 27560
SHELTON STATION LLC	100 TIMBERHILL PL STE 129	CHAPEL HILL, NC 27514
SHELTON STATION LLC	100 TIMBERHILL PL STE 129	CHAPEL HILL, NC 27514
SHELTON STATION LLC	100 TIMBERHILL PL STE 129	CHAPEL HILL, NC 27514
SHELTON STATION LLC	100 TIMBERHILL PL STE 129	CHAPEL HILL, NC 27514
TUCKER KATHERINE A ETAL	506 NORTH GREENSBORO ST APT 1	CARRBORO, NC 27510

HOGAN BRIAN P ETAL	530 CARL DR	CHAPEL HILL, NC 27516
LITWINSKI VANESSA FERREIRA	107 PARTIN ST	Chapel Hill, NC 27514
CUTHBERTSON CARMEN	504 COPPERLINE DR	CHAPEL HILL, NC 27516
DE OLIVEIRA CARLOS FERNANDO	506 N GREENSBORO ST UNIT 5	CARRBORO, NC 27510
LASLIE MICHAEL S	UNIT 6 506 N GREENSBORO ST	CARRBORO, NC 27510
COPPEDGE LYNDELL J	UNIT 7 506 N GREENSBORO ST	CARRBORO, NC 27510
ROSEN ALLAN	506 N GREENSBORO ST UNIT 8	CARRBORO, NC 27510
MOOK CHRISTOPHER P	506 N GREENSBORO ST APT 9	CARRBORO, NC 27510
CHATTERJEE SANJAY	4465 24TH ST	SAN FRANCISCO, CA 94114
ATCHISON ALEXANDER R ET AL	506 N GREENSBORO ST #11	CARRBORO, NC 27510
TU PO TUNG	6 WINCHESTER PLACE	BURLINGAME, CA 94010
FLAM RENEE	106 ROCK SPRING CT	CARRBORO, NC 27510
VIRCHICK MITCHELL	506 N GREENSBORO ST APT 14	CARRBORO, NC 27510
RODRIGUEZ DANIEL A	817 MENDOCINO AVE	BERKELEY, CA 94707
MARGOLIS BENYAMIN	14002 CASTAWAY DR	ROCKVILLE, MD 20853
RUMFELT JAMES M	403 WATERSLIDE DR	CARRBORO, NC 27510
ZIMMERMAN MONICA J	2502 OVERLAND PSGE	CHAPEL HILL, NC 27516
LARGENT STEPHEN D JR	506 N GREENSBORO ST APT 19	Carrboro, NC 27510
LARGENT STEPHEN D JR	506 N GREENSBORO ST #19	CARRBORO, NC 27510
LARGENT STEPHEN D	506 N GREENSBORO ST UNIT 19	CARRBORO, NC 27510
DEZUBE MILANA	212 BENNINGTON DR	CHAPEL HILL, NC 27516
HHH INVESTMENTS LLC	421 FAYETTEVILLE ST STE 1100	RALEIGH, NC 27601
RUMFELT JAMES M	403 WATERSIDE DR	CARRBORO, NC 27510
LITWINSKI VANESSA	107 PARTIN ST	CHAPEL HILL, NC 27514
CLERE THOMAS A	P O BOX 64	FAISON, NC 28341
RUMFELT JAMES M	403 WATERSIDE DR	CARRBORO, NC 27510
LITWINSKI VANESSA	107 PARTIN ST	Chapel Hill, NC 27514
BRUBAKER JEFFREY	107 PARTIN ST	Chapel Hill, NC 27514
ABELOW GAIL ELLEN	20 SOLDIER BASIN DR	SEDONA, AZ 86351
LANIER RESIDENTIAL LLC	PO BOX 4435	CHAPEL HILL, NC 27515
ARCHER REALTY LLC	1319 TALLYHO TRL	CHAPEL HILL, NC 27516
SPREITZER MIHELCH PROPERTIES LLC	104R NC HWY 54 W BYPASS UNIT 206	CARRBORO, NC 27510
VIRCHICK MITCHELL	506 N GREENSBORO ST APT 14	CARRBORO, NC 27510
HUANG WAKE ORANGE LLC	734 W BARBEE CHAPEL RD	CHAPEL HILL, NC 27517

COMMUNITY HOME TRUST	PO BOX 2315	CHAPEL HILL, NC 27515
BARAZANDEH FARZIN	311 BURLAGE CIR	CHAPEL HILL, NC 27514
GOODWIN LORETTA G	UNIT 38 506 N GREENSBORO ST	CARRBORO, NC 27510
INONO LLC	106 PURPLE LEAL PL	CARRBORO, NC 27510
DE TORCY ANTOINE	605 W MAIN ST #307	CARRBORO, NC 27510
EDMONDS DARAN	506 N GREENSBORO ST UNIT 41	CARRBORO, NC 27510
MITCHELL GORDON N	8616 YORKSHIRE LANE	CHAPEL HILL, NC 27516
DESHIPANDE ANUPA	506 N GREENSBORO ST #43	CARRBORO, NC 27510
LOVAS NANCY A	506 N GREENSBORO ST APT 44	CARRBORO, NC 27510
MORFESIS FRANCESCA N	1625 BEN JONES DR	MEBANE, NC 27302
BUCK MARGARET RUTH	104R NC HWY 54 W #160	CARRBORO, NC 27510
OBRIEN ELLEN	214 MAPLE AVE	CARRBORO, NC 27510
MACDONALD PIA D M	817 MENDOCINO AVE	BERKELEY, CA 94707
RAPPCO LLC	6819 MORROW MILL RD	CHAPEL HILL, NC 27516
HUCKS TIMOTHY C	506 N GREENSBORO ST #50	CARRBORO, NC 27510
KING SENETA	105 FOWLER ST UNIT A	CARRBORO, NC 27510
BURNETTE DEBRA A	105 FOWLER ST UNIT B	CARRBORO, NC 27510

OCCUPANTS - 1000'

400 N GREENSBORO

300

	Full Address	Municipality Name ZipCode
Occupant	100-A HILL ST	CARRBORO, NC 27510
Occupant	105 CENTER ST	CARRBORO, NC 27510
Occupant	430 N GREENSBORO ST	CARRBORO, NC 27510
Occupant	102 MULBERRY ST	CARRBORO, NC 27510
Occupant	104 MULBERRY ST UNIT A	CARRBORO, NC 27510
Occupant	103 HILL ST	CARRBORO, NC 27510
Occupant	400 N GREENSBORO ST	CARRBORO, NC 27510
Occupant	502 N GREENSBORO ST UNIT 1	CARRBORO, NC 27510
Occupant	401 OAK AVE	CARRBORO, NC 27510
Occupant	412 LLOYD ST	CARRBORO, NC 27510
Occupant	410 LLOYD ST	CARRBORO, NC 27510
Occupant	202 LLOYD ST UNIT A	CARRBORO, NC 27510
Occupant	406 LLOYD ST	CARRBORO, NC 27510
Occupant	102 HILL ST	CARRBORO, NC 27510
Occupant	505 E POPLAR AVE	CARRBORO, NC 27510
Occupant	204 OAK AVE	CARRBORO, NC 27510
Occupant	103 SHELTON ST	CARRBORO, NC 27510
Occupant	202 OAK AVE	CARRBORO, NC 27510
Occupant	201 CENTER ST	CARRBORO, NC 27510
Occupant	504-A OAK AVE	CARRBORO, NC 27510
Occupant	503 N GREENSBORO ST UNIT D	CARRBORO, NC 27510
Occupant	107 CENTER ST	CARRBORO, NC 27510
Occupant	505 N GREENSBORO ST UNIT A	CARRBORO, NC 27510
Occupant	302 LINDSAY ST	CARRBORO, NC 27510
Occupant	202 SHELTON ST	CARRBORO, NC 27510
Occupant	403 OAK AVE	CARRBORO, NC 27510
Occupant	399 OAK AVE	CARRBORO, NC 27510
Occupant	305 OAK AVE	CARRBORO, NC 27510
Occupant	506 N GREENSBORO ST UNIT 26	CARRBORO, NC 27510
Occupant	506 N GREENSBORO ST UNIT 47	CARRBORO, NC 27510
Occupant	506 N GREENSBORO ST UNIT 48	CARRBORO, NC 27510
Occupant	506 N GREENSBORO ST UNIT 49	CARRBORO, NC 27510
Occupant	506 N GREENSBORO ST UNIT 1	CARRBORO, NC 27510
Occupant	506 N GREENSBORO ST UNIT 3	CARRBORO, NC 27510
Occupant	506 N GREENSBORO ST UNIT 11	CARRBORO, NC 27510
Occupant	506 N GREENSBORO ST UNIT 13	CARRBORO, NC 27510
Occupant	506 N GREENSBORO ST UNIT 17	CARRBORO, NC 27510
Occupant	506 N GREENSBORO ST UNIT 6	CARRBORO, NC 27510
Occupant	506 N GREENSBORO ST UNIT 8	CARRBORO, NC 27510
Occupant	506 N GREENSBORO ST UNIT 23	CARRBORO, NC 27510
Occupant	504 N GREENSBORO ST UNIT F	CARRBORO, NC 27510
Occupant	600 N GREENSBORO ST	CARRBORO, NC 27510
Occupant	506 N GREENSBORO ST UNIT 21	CARRBORO, NC 27510
Occupant	506 N GREENSBORO ST UNIT 29	CARRBORO, NC 27510
Occupant	506 N GREENSBORO ST UNIT 39	CARRBORO, NC 27510
Occupant	504 N GREENSBORO ST UNIT D	CARRBORO, NC 27510

Occupant	300 LLOYD ST	CARRBORO, NC 27510
Occupant	206 LLOYD ST	CARRBORO, NC 27510
Occupant	107 SHELTON ST	CARRBORO, NC 27510
Occupant	105 SHELTON ST	CARRBORO, NC 27510
Occupant	408 OAK AVE	CARRBORO, NC 27510
Occupant	513 N GREENSBORO ST UNIT A	CARRBORO, NC 27510
Occupant	404 OAK AVE	CARRBORO, NC 27510
Occupant	404 OAK AVE UNIT D	CARRBORO, NC 27510
Occupant	502 OAK AVE	CARRBORO, NC 27510
Occupant	503 N GREENSBORO ST UNIT A	CARRBORO, NC 27510
Occupant	100 OAK AVE	CARRBORO, NC 27510
Occupant	110 LINDSAY ST	CARRBORO, NC 27510
Occupant	203 OAK AVE	CARRBORO, NC 27510
Occupant	201 OAK AVE	CARRBORO, NC 27510
Occupant	501 OAK AVE	CARRBORO, NC 27510
Occupant	104 PLEASANT DR UNIT B	CARRBORO, NC 27510
Occupant	506 N GREENSBORO ST UNIT 44	CARRBORO, NC 27510
Occupant	506 N GREENSBORO ST UNIT 46	CARRBORO, NC 27510
Occupant	506 N GREENSBORO ST UNIT 35	CARRBORO, NC 27510
Occupant	506 N GREENSBORO ST UNIT 37	CARRBORO, NC 27510
Occupant	605 N GREENSBORO ST UNIT 3	CARRBORO, NC 27510
Occupant	605 N GREENSBORO ST UNIT 7	CARRBORO, NC 27510
Occupant	106 MULBERRY ST UNIT B	CARRBORO, NC 27510
Occupant	104 PLEASANT DR UNIT A	CARRBORO, NC 27510
Occupant	308 LLOYD ST	CARRBORO, NC 27510
Occupant	405 N GREENSBORO ST	CARRBORO, NC 27510
Occupant	503 N GREENSBORO ST UNIT C	CARRBORO, NC 27510
Occupant	501 N GREENSBORO ST	CARRBORO, NC 27510
Occupant	100 EVANS CT	CARRBORO, NC 27510
Occupant	307 OAK AVE	CARRBORO, NC 27510
Occupant	106 PLEASANT DR UNIT B	CARRBORO, NC 27510
Occupant	102 PLEASANT DR UNIT A	CARRBORO, NC 27510
Occupant	506 N GREENSBORO ST UNIT 18	CARRBORO, NC 27510
Occupant	506 N GREENSBORO ST UNIT 45	CARRBORO, NC 27510
Occupant	506 N GREENSBORO ST UNIT 38	CARRBORO, NC 27510
Occupant	506 N GREENSBORO ST UNIT 2	CARRBORO, NC 27510
Occupant	506 N GREENSBORO ST UNIT 4	CARRBORO, NC 27510
Occupant	506 N GREENSBORO ST UNIT 10	CARRBORO, NC 27510
Occupant	506 N GREENSBORO ST UNIT 12	CARRBORO, NC 27510
Occupant	504 N GREENSBORO ST UNIT E	CARRBORO, NC 27510
Occupant	204 LINDSAY ST	CARRBORO, NC 27510
Occupant	404 LLOYD ST	CARRBORO, NC 27510
Occupant	500 OAK AVE UNIT A	CARRBORO, NC 27510
Occupant	502-C OAK AVE	CARRBORO, NC 27510
Occupant	404 OAK AVE UNIT C	CARRBORO, NC 27510
Occupant	108 LINDSAY ST UNIT A	CARRBORO, NC 27510
Occupant	205 OAK AVE	CARRBORO, NC 27510

Occupant	200 SHELTON ST	CARRBORO, NC 27510
Occupant	506 N GREENSBORO ST UNIT 20	CARRBORO, NC 27510
Occupant	506 N GREENSBORO ST UNIT 36	CARRBORO, NC 27510
Occupant	504 N GREENSBORO ST UNIT C	CARRBORO, NC 27510
Occupant	102 SHELTON ST UNIT A	CARRBORO, NC 27510
Occupant	605 N GREENSBORO ST UNIT 1	CARRBORO, NC 27510
Occupant	511-A N GREENSBORO ST	CARRBORO, NC 27510
Occupant	202 LLOYD ST UNIT B	CARRBORO, NC 27510
Occupant	408-A OAK AVE	CARRBORO, NC 27510
Occupant	605 N GREENSBORO ST UNIT 4	CARRBORO, NC 27510
Occupant	510 N GREENSBORO ST	CARRBORO, NC 27510
Occupant	100 HILL ST	CARRBORO, NC 27510
Occupant	302 OAK AVE	CARRBORO, NC 27510
Occupant	106 SHELTON ST	CARRBORO, NC 27510
Occupant	102 SHELTON ST	CARRBORO, NC 27510
Occupant	209 OAK AVE UNIT A	CARRBORO, NC 27510
Occupant	304 LINDSAY ST	CARRBORO, NC 27510
Occupant	508 N GREENSBORO ST	CARRBORO, NC 27510
Occupant	506 N GREENSBORO ST UNIT 14	CARRBORO, NC 27510
Occupant	506 N GREENSBORO ST UNIT 34	CARRBORO, NC 27510
Occupant	506 N GREENSBORO ST UNIT 41	CARRBORO, NC 27510
Occupant	506 N GREENSBORO ST UNIT 34A	CARRBORO, NC 27510
Occupant	430 N GREENSBORO ST UNIT 215	CARRBORO, NC 27510
Occupant	430 N GREENSBORO ST UNIT 313	CARRBORO, NC 27510
Occupant	430 N GREENSBORO ST UNIT 318	CARRBORO, NC 27510
Occupant	430 N GREENSBORO ST UNIT 301	CARRBORO, NC 27510
Occupant	430 N GREENSBORO ST UNIT 212	CARRBORO, NC 27510
Occupant	430 N GREENSBORO ST UNIT 121	CARRBORO, NC 27510
Occupant	430 N GREENSBORO ST UNIT 325	CARRBORO, NC 27510
Occupant	430 N GREENSBORO ST UNIT 307	CARRBORO, NC 27510
Occupant	430 N GREENSBORO ST UNIT 408	CARRBORO, NC 27510
Occupant	430 N GREENSBORO ST UNIT 418	CARRBORO, NC 27510
Occupant	430 N GREENSBORO ST UNIT 405	CARRBORO, NC 27510
Occupant	430 N GREENSBORO ST UNIT 312	CARRBORO, NC 27510
Occupant	430 N GREENSBORO ST UNIT 319	CARRBORO, NC 27510
Occupant	430 N GREENSBORO ST UNIT 315	CARRBORO, NC 27510
Occupant	430 N GREENSBORO ST UNIT 317	CARRBORO, NC 27510
Occupant	430 N GREENSBORO ST UNIT 211	CARRBORO, NC 27510
Occupant	430 N GREENSBORO ST UNIT 310	CARRBORO, NC 27510
Occupant	430 N GREENSBORO ST UNIT 403	CARRBORO, NC 27510
Occupant	430 N GREENSBORO ST UNIT 213	CARRBORO, NC 27510
Occupant	430 N GREENSBORO ST UNIT 314	CARRBORO, NC 27510
Occupant	430 N GREENSBORO ST UNIT 413	CARRBORO, NC 27510
Occupant	430 N GREENSBORO ST UNIT 206	CARRBORO, NC 27510
Occupant	430 N GREENSBORO ST UNIT 222	CARRBORO, NC 27510
Occupant	430 N GREENSBORO ST UNIT 221	CARRBORO, NC 27510
Occupant	430 N GREENSBORO ST UNIT 110	CARRBORO, NC 27510

Occupant	430 N GREENSBORO ST UNIT 218	CARRBORO, NC 27510
Occupant	430 N GREENSBORO ST UNIT 208	CARRBORO, NC 27510
Occupant	430 N GREENSBORO ST UNIT 202	CARRBORO, NC 27510
Occupant	430 N GREENSBORO ST UNIT 217	CARRBORO, NC 27510
Occupant	430 N GREENSBORO ST UNIT 414	CARRBORO, NC 27510
Occupant	430 N GREENSBORO ST UNIT 316	CARRBORO, NC 27510
Occupant	430 N GREENSBORO ST UNIT 415	CARRBORO, NC 27510
Occupant	430 N GREENSBORO ST UNIT 425	CARRBORO, NC 27510
Occupant	430 N GREENSBORO ST UNIT 417	CARRBORO, NC 27510
Occupant	430 N GREENSBORO ST UNIT 321	CARRBORO, NC 27510
Occupant	430 N GREENSBORO ST UNIT 416	CARRBORO, NC 27510
Occupant	430 N GREENSBORO ST UNIT 409	CARRBORO, NC 27510
Occupant	430 N GREENSBORO ST UNIT 123	CARRBORO, NC 27510
Occupant	430 N GREENSBORO ST UNIT 118	CARRBORO, NC 27510
Occupant	430 N GREENSBORO ST UNIT 320	CARRBORO, NC 27510
Occupant	430 N GREENSBORO ST UNIT 303	CARRBORO, NC 27510
Occupant	430 N GREENSBORO ST UNIT 210	CARRBORO, NC 27510
Occupant	430 N GREENSBORO ST UNIT 304	CARRBORO, NC 27510
Occupant	430 N GREENSBORO ST UNIT 223	CARRBORO, NC 27510
Occupant	430 N GREENSBORO ST UNIT 323	CARRBORO, NC 27510
Occupant	430 N GREENSBORO ST UNIT 209	CARRBORO, NC 27510
Occupant	430 N GREENSBORO ST UNIT 220	CARRBORO, NC 27510
Occupant	430 N GREENSBORO ST UNIT 114	CARRBORO, NC 27510
Occupant	405 E POPLAR AVE	CARRBORO, NC 27510
Occupant	207 OAK AVE UNIT B	CARRBORO, NC 27510
Occupant	300 OAK AVE UNIT A	CARRBORO, NC 27510



TOWN OF CARRBORO

Planning Board

301 West Main Street, Carrboro, North Carolina 27510

RECOMMENDATION

MAY 2, 2024

400 North Greensboro Street Conditional Rezoning to B-1G-CZ

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

Motion was made by Buckner and seconded by Scales that the Planning Board recommends that the Town Council approve the draft ordinance, with the revised condition four (4) as follows:

- The applicant shall provide a payment equivalent to the cost of one condominium in lieu of providing affordable housing.

**VOTE:**

AYES: (5) Buckner, Gaylord-Miles, Kilpatrick, Scales, Sinclair

NOES: (2) Foushee, Poulton

ABSTENTIONS: (0)

ABSENT/EXCUSED: (1) Peretin

Associated Findings

Motion was made by Sinclair and seconded by Foushee that the Planning Board of the Town of Carrboro finds the proposed map amendment, with the revised condition as noted above, is consistent with the Town of Carrboro 2022-2042 Comprehensive Plan, particularly:

- Affordable Housing Strategies to either increase the number of affordable homes for purchase by way of a payment in-lieu (1.1).
- Transportation & Mobility Strategies to encourage non-automobile use and expand opportunities for transportation options that do not rely on fossil fuel/SOVs under strategies 2.1 & 3.1.
- Green Stormwater Infrastructure, Water & Energy, Energy strategy 1.1, to reduce greenhouse gas emissions from motor vehicle use; and .
- Land Use Strategies – to develop fifteen-minute neighborhoods and make efficient use of land, 4.1.

The Planning Board furthermore finds that the above-described amendment is reasonable and in the public interest because it uses a mechanism that allows rezonings to occur under very specific conditions so as to ensure compatibility with surrounding and proposed uses.

**VOTE:**

AYES: (4) Buckner, Gaylord-Miles, Scales, Sinclair

NOES: (0)

ABSTENTIONS: (3) Kirkpatrick, Poulton, Foushee

ABSENT/EXCUSED: (1) Peretin

*Rachel Gaylord-Miles* 5/9/24  
(Chair) (Date)



# TOWN OF CARRBORO

**301 West Main Street, Carrboro, North Carolina 27510**

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

**MAY 13, 2024**

### **400 North Greensboro Street Conditional Rezoning to B-1G-CZ**

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

Motion was made by Lindsay Griffin and seconded by Heather Nash that the Affordable Housing Advisory Commission recommends that the Town Council approve the draft ordinance.

**VOTE:**

AYES: (4- Lindsay Griffin, Heather Nash, Muhsin Omar, Betty Curry)

NOES: (0)

ABSTENTIONS: (0)

ABSENT/EXCUSED: (0)

**Associated Findings**

Motion was made by Lindsay Griffin and seconded by Muhsin Omar that the Affordable Housing Advisory Commission of the Town of Carrboro finds the proposed map amendment is consistent with the Town of Carrboro 2022-2042 Comprehensive Plan, particularly:

- Affordable Housing Strategies to either increase the number of affordable homes for purchase by way of a payment in-lieu (1.1).
- Transportation & Mobility Strategies to encourage non-automobile use and expand opportunities for transportation options that do not rely on fossil fuel/SOVs under strategies 2.1 & 3.1.
- Green Stormwater Infrastructure, Water & Energy, Energy strategy 1.1, to reduce greenhouse gas emissions from motor vehicle use; and .
- Land Use Strategies - to develop fifteen-minute neighborhoods and make efficient use of land, 4.1.

The Affordable Housing Special Advisory Commission furthermore finds that the above-described amendment is reasonable and in the public interest because it uses a mechanism that allows rezonings to occur under very specific conditions so as to ensure compatibility with surrounding and proposed uses.

**VOTE:**

AYES: (4- Lindsay Griffin, Heather Nash, Muhsin Omar, Betty Curry)

NOES: (0)

ABSTENTIONS: (0)

ABSENT/EXCUSED: (0)

\_\_\_\_\_  
(Chair)

\_\_\_\_\_  
(Date)



# TOWN OF CARRBORO

## Stormwater Advisory Commission

***301 West Main Street, Carrboro, North Carolina 27510***

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

**MAY 9, 2024**

### **400 North Greensboro Street Conditional Rezoning to B-1G-CZ**

Motion was made by John Cox and seconded by Deanna Hardesty that the SWAC recommends that the Town Council approve the conditional rezoning.

We want to recognize the developer’s offer to meet the Land Use Ordinance stormwater management provisions that are applicable to projects with more than 5,000 square feet of impervious surface. This includes designing the Stormwater Control Measures such as the permeable pavement in accordance with the NCDEQ Stormwater Design Manual.

We encourage installing rain gardens (using plants native to NC) where possible on the site.

We want to recognize the developer’s offer to landscape with plants native to NC and to place appropriately sized native canopy trees on the site.

**VOTE:**

AYES: (Cox, Cristiano, Hardesty, Kurz, O’Connor, Vollins )

NOES: ( )

ABSTENTIONS: ( )

ABSENT/EXCUSED: (Paul)

**Associated Findings**

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

Motion was made by Deanna Hardesty and seconded by John Cox that the SWAC of the Town of Carrboro finds the proposed map amendment is consistent with the Town of Carrboro 2022-2042 Comprehensive Plan, as noted below:

- Green Stormwater Infrastructure and Climate Action and Environment strategies 1.1 (increase use of native plants) ***Not enough information***; and
- Green Stormwater Infrastructure strategy 2.1 (improve tree canopy downtown) ***Not enough information***; and
- Green Stormwater Infrastructure strategy 2.2 (improve tree canopy along roads, in open spaces, and on private lots) ***Not enough information***; and
- Green Stormwater Infrastructure strategy 3.1 (coordinate transportation and public infrastructure improvements with green stormwater infrastructure) ***Not applicable***; and
- Green Stormwater Infrastructure strategy 4.1 (expand resources for green stormwater infrastructure to private property owners) ***Not applicable***; and
- Climate Action and Environment strategy 1.1 (D) (establish and protect native vegetation in riparian projects) ***Not applicable***; and

- Water strategy 2.1 (F) (limit riparian disturbance while maintaining sewer infrastructure and greenways) *Not applicable*; and
- Climate Action and Environment strategy 1.1 (E) and Water strategy 2.2 (A) (implement structural and non-structural management measures for redevelopment and infill and add retrofits in dense locations to increase stormwater volume control) *Consistent*; and
- Water strategy 2.2 (B) (incentivize Low impact Development practices for any new developments that reduce impervious surfaces and mimic natural hydrology) *Consistent*; and
- Climate Action and Environment strategy 1.2 (C) (implement bioengineering/restoration methods to protect and/or restore riparian and aquatic habitats) *Not applicable*; and
- Water strategy 2.2 (C) (stabilize vegetation in new construction beyond the minimum erosion control requirements) *Not enough information*.

The SWAC furthermore finds that the above-described amendment is reasonable and in the public interest because it uses a mechanism that allows rezonings to occur under very specific conditions so as to ensure compatibility with surrounding and proposed uses.

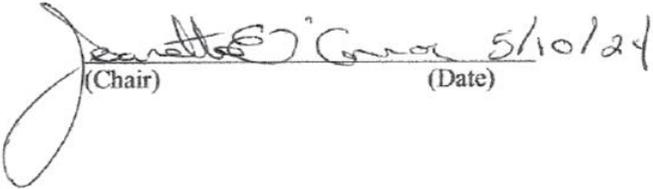
**VOTE:**

AYES: (Cox, Cristiano, Hardesty, Kurz, O'Connor, Vollins )

NOES: ( )

ABSTENTIONS: ( )

ABSENT/EXCUSED: (Paul)

  
 (Chair) 5/10/24  
 (Date)



# TOWN OF CARRBORO

## Economic Sustainability Commission

**301 West Main Street, Carrboro, North Carolina 27510**

# RECOMMENDATION

**MAY 2, 2024**

### **400 North Greensboro Street Conditional Rezoning to B-1G-CZ**

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

Motion was made by David Jessee and seconded by Sheila Dalton that the Economic Sustainability Commission recommends that the Town Council deny the draft ordinance. The recommendation comes with the comments that, while the Commission liked the increase in residential density and the general rezoning to B-1G-CZ, the recommendation to deny came down to there being no planned, active commercial component on the 1st floor of the building.

**VOTE:**

AYES: (5)

NOES: (0)

ABSTENTIONS: (0)

ABSENT/EXCUSED: (4)

**Associated Findings**

Motion was made by Sheila Dalton and seconded by Keagan James that the Economic Sustainability Commission of the Town of Carrboro finds the proposed map amendment is consistent with the Town of Carrboro 2022-2042 Comprehensive Plan in all of the following except land use strategies:

- Affordable Housing Strategies to either increase the number of affordable homes for purchase by way of a payment in-lieu (1.1).
- Transportation & Mobility Strategies to encourage non-automobile use and expand opportunities for transportation options that do not rely on fossil fuel/SOVs under strategies 2.1 & 3.1.
- Green Stormwater Infrastructure, Water & Energy, Energy strategy 1.1, to reduce greenhouse gas emissions from motor vehicle use; and .
- Land Use Strategies – to develop fifteen-minute neighborhoods and make efficient use of land, 4.1.

The Economic Sustainability Commission furthermore finds that the above-described amendment is reasonable and in the public interest because it uses a mechanism that allows rezonings to occur under very specific conditions so as to ensure compatibility with surrounding and proposed uses.

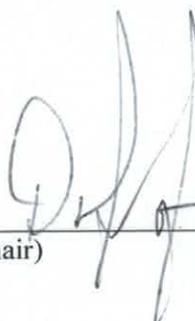
**VOTE:**

AYES: (5)

NOES: (0)

ABSTENTIONS: (0)

ABSENT/EXCUSED: (4)

  
 \_\_\_\_\_  
 (Chair)

\_\_\_\_\_  
 5/16/2024  
 (Date)



TOWN OF CARRBORO

Transportation Advisory Board

301 West Main Street, Carrboro, North Carolina 27510

RECOMMENDATION

MAY 2, 2024

400 North Greensboro Street Conditional Rezoning to B-1G-CZ

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

Motion was made by Salvesen and seconded by Dalton that the Transportation Advisory Board recommends that the Town Council approve the draft ordinance.

VOTE:

- AYES: (5) Dalton, Doll, Keefe, Jones-Peretto, Salveson
NOES: (0)
ABSTENTIONS: (0)
ABSENT/EXCUSED: (0)

Associated Findings

Motion was made by Dalton and seconded by Keefe that the Transportation Advisory Board of the Town of Carrboro finds the proposed map amendment is consistent with the Town of Carrboro 2022-2042 Comprehensive Plan, particularly:

- Affordable Housing Strategies to increase the number of affordable homes for purchase by way of a payment in-lieu (1.1).
Transportation & Mobility Strategies to encourage non-automobile use and expand opportunities for transportation options that do not rely on fossil fuel/SOVs under strategies (2.1 & 3.1).
Green Stormwater Infrastructure, Water & Energy, Energy strategy (1.1), to reduce greenhouse gas emissions from motor vehicle use.
Land Use Strategies - to develop fifteen-minute neighborhoods and make efficient use of land (4.1).

The Transportation Advisory Board furthermore finds that the above-described amendment is reasonable and in the public interest because it uses a mechanism that allows rezonings to occur under very specific conditions so as to ensure compatibility with surrounding and proposed uses.

VOTE:

- AYES: (5) Dalton, Doll, Keefe, Jones-Peretto, Salveson
NOES: (0)
ABSTENTIONS: (0)
ABSENT/EXCUSED: (0)

Handwritten signature of Thomas A. Jones-Peretto

(Chair)

May 15, 2024

(Date)



# TOWN OF CARRBORO

**301 West Main Street, Carrboro, North Carolina 27510**

## RECOMMENDATION

**MAY 2, 2024**

### 400 North Greensboro Street Conditional Rezoning to B-1G-CZ

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

Motion was made by Reilly and seconded by Markiewicz that the Appearance Commission recommends that the Town Council approve the draft ordinance.

**VOTE:**

AYES: ( 2 )

NOES: ( 1 )

ABSTENTIONS: ( 1 )

ABSENT/EXCUSED: ( )

Associated Findings

Appearance Commission response to building and overall project: Sad to see tear down of another old building in town, regret the loss of old trees, we like the brick, like the windows, looks too much like Town Hall, could the building be softened more in front by adding trees and leaving as many existing trees as possible like the trees near the Breakaway Café?

Motion was made by

Markiewicz and seconded by Reilly that the Appearance Commission of the Town of Carrboro finds the proposed map amendment consistent with the Town of Carrboro 2022-2042 Comprehensive Plan, particularly :

- ~~Affordable Housing Strategies to either increase the number of affordable homes for purchase by way of a payment in-lieu (1.1).~~
- ~~Transportation & Mobility Strategies to encourage non-automobile use and expand opportunities for transportation options that do not rely on fossil fuel/SOVs under strategies 2.1 & 3.1.~~
- ~~Green Stormwater Infrastructure, Water & Energy, Energy strategy 1.1, to reduce greenhouse gas emissions from motor vehicle use; and .~~
- Land Use Strategies – to develop fifteen-minute neighborhoods and make efficient use of land, 4.1.

The Appearance Commission furthermore finds that the above-described amendment is reasonable and in the public interest because it uses a mechanism that allows rezonings to occur under very specific conditions so as to ensure compatibility with surrounding and proposed uses.

**VOTE:**

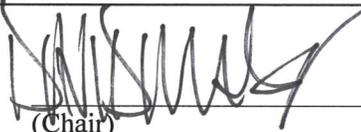
AYES: ( 4 )

NOES: ( 0 )

ABSTENTIONS: ( 0 )

ABSENT/EXCUSED: ( 0 )

We feel that it meets the Land Use Strategies **only** (4<sup>th</sup> criteria). The vote is only for what is in the box.

 5-17-24

(Chair)

(Date)

## **Race and Equity Pocket Questions**

**Title and purpose of this initiative:** Legislative Public Hearing for Conditional Zoning at 400 North Greensboro Street. The Town has received a petition to amend the zoning classification for the property at 400 North Greensboro Street from CT to B-1G-CZ for the purpose of developing a three-story multi-family residential project. The Town Council must receive public input before reaching a decision on this request.

**Department:** Planning

### **What are the racial and equity impacts?**

The subject property is located along the east side of North Greensboro Street an area of historic Carrboro where the mill complex transitioned into mill homes, and where redevelopment is beginning to occur with larger buildings including residential and commercial uses. The property is located in Census Tract 107.05. Data from the 2020 Decennial Census documents approximately 5000 people living in this area: 7% identify as Asian, 11% as Black or African American, 1% as Indigenous, 4% as other, 69% as white, and 8% as two or more races; 11% of residents identify as Hispanic or Latino. If approved, the map amendment would allow a new development of seven owner-occupied residential units, approximately double the residential density as currently permitted in the CT District. 35% of residents in this area of Carrboro own and occupy their home, the median value of these units is \$400,500. The applicants have committed to a payment in lieu of the value of 1 affordable unit based on 15% of the proposed seven residential units. The 2022 American Community Survey estimates indicate that the median income in the area is \$70,065. The location is accessible to existing transit stops and walkable to the downtown area and commercial destinations. The proposal would continue the trend of replacing mill homes with larger buildings increasing the amount of residential density along the corridor and the possibility of mixed-use.

### **Who is or will experience community burden?**

The map amendment alone will not add burden to residents in the area but will allow for denser development. Construction would inconvenience residents along the 400 and 500 blocks of North Greensboro Street with noise, dust, etc. and may impact the direct access to the Southern States overflow lot, at least during certain times, details to be discussed and examined during the development of a construction management plan as part of the SUP-B. Construction may also inconvenience community residents and visitors traveling along North Greensboro Street accessing Southern States, Harris Teeter/Carr Mill, Fitch Lumber. Increased property values could result in increased property taxes (this could affect housing ownership turnover, and for rentals, this cost is often passed down to renters, increasing tenants' cost of living); low-income community members in particular may continue to be burdened by the rising cost of home ownership and tenancy in Carrboro.

### **Who is or will experience community benefit?**

Approval of the map amendment would increase the density of the site, while retaining the possibility of some non-residential uses in the future. The current zoning allows 2 dwelling units. The proposal, if approved, would allow for 7 dwelling units comprised of a likely combination of 1 bedroom and 2 bedroom and 3 bedroom units. Since the development is for an existing group of UNC-Chapel Hill alumni, it is not anticipated that the project would include for rent/for sale units rather all of the units would be allocated to the original group of friends. However, the applicants have committed to provide a payment in-lieu of one affordable unit. Town residents stand to benefit from greater density, which would allow Carrboro to



TOWN OF CARRBORO • NC  
FACING RACE, EMBRACING EQUITY

increase the diversity of its housing stock and provide homes for new and existing residents close to parks and schools—particularly in the future if one/more of the original residents leave the complex.. Existing neighbors could see an increase in property values from the development as well.

**What are the root causes of inequity?**

Root causes of inequity can be related to past governmental actions like land use planning, transportation planning and discriminatory lending practices that have disproportionately harmed the interests of historically Black communities/communities. On a national scale, the status quo investment in single family zoning has contributed to disparities in wealth, resource accessibility, and quality of living along racial lines. While the Town does not have single family zoning districts and has offered mixed use zoning and diverse housing options for over sixty years, continuing to create diverse housing is one strategy to mitigate larger racial and economic inequities that new or existing residents face due to structural and institutional racism.

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

Rezoning can affect land values and quality of life experiences for surrounding property owners and occupants in ways that can be beneficial and, albeit for some, less desirable. Increasing density to provide more housing and more diverse housing price points would be an example. The public hearing process is intended to provide a way for adjacent property owners and the community at large to learn about a development proposal and provide input in a public hearing. Even with rigorous notification efforts including mailed notice, some people may not learn of a project in time to provide input and/or feel that they understand the project and/or approval process enough to fully participate.

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

The rezoning proposal includes some public improvements such as increasing the depth of the sidewalk along North Greensboro Street in front of the subject property and providing additional right-of-way for Parker Street which will improve emergency access to Shelton Station. Suggestions outlined in the forthcoming REAL lens assessment, moreover, include options for better public engagement moving forward. Of note, this would involve efforts to go beyond what is required by state statute and the Land Use Ordinance.