



# Town of Carrboro

Town Hall  
301 W. Main St.  
Carrboro, NC 27510

## Meeting Agenda Board of Aldermen



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Tuesday, May 13, 2014

7:30 PM

Board Chambers - Room 110

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**A. REQUESTS FROM VISITORS AND SPEAKERS FROM THE FLOOR**

**B. RESOLUTIONS, PROCLAMATIONS, AND ACKNOWLEDGEMENTS**

**7:30-7:45**

1. **14-0145** Receipt of the Tree City USA Award

**7:45-7:50**

2. **14-0132** National Police Week and Peace Officers' Memorial Day

**Attachments:** National Police Week

**7:50-8:00**

**C. CONSENT AGENDA**

1. **14-0142** Annual Report on Surface Waters and Stormwater Management Activities

**Attachments:** Resolution050714  
UpdateMay2014Memo

2. **14-0152** A Request to Issue Permits for the Annual Four on the Fourth Road Race, Carrboro 10K Road Race, and the Gallop and Gorge 8K Road Race

**Attachments:** Cardinal Track Club Resolution 2014  
street closing permit\_4on4  
4on4th Course Map  
Carrboro10K Course Map  
street closing permit\_C10k  
Gallop and Gorge Route  
street closing permit\_G&G

3. **[14-0153](#)** NCLM Regulatory Technical Assistance Fund Contribution

**PURPOSE:** The purpose of this item is to allow the Board of Aldermen to approve an expenditure of \$560.00 to support the NCLM Regulatory

Technical Assistance Fund.

**Attachments:** [A RESOLUTION APPROVING AN EXPENDITURE TO THE NCLM REGULATORY TECHNICAL ASSISTANCE FUND.docx](#)  
[Carrboro REG-TAF.pdf](#)

### 8:00-8:10

#### D. PUBLIC HEARING

1. [14-0129](#) A Public Hearing on the Temporary Street Closing Permit Application for the Not So Normal 5K

**Attachments:** [Application](#)  
[Route](#)  
[Public Hearing Resolution](#)

#### E. OTHER MATTERS

### 8:10-8:25

1. [14-0156](#) Presentation of Manager's Recommended Budget for Fiscal Year 2014-15

PURPOSE: The purpose of this agenda item is to receive the Town Manager's Recommended FY 2014-15 Budget, set the time for a public hearing and budget work sessions.

**Attachments:** [Resolution Setting Public Hearing on 2013-14 Recommended Budget](#)  
[Notice of Public Hearing on 013-14 Budget 5-21-2013](#)  
[FY 2014-15 Budget Memorandum #1](#)

### 8:25-8:55

2. **14-0159** Work Session on NCNGN-AT&T Master Network Development Agreement

PURPOSE: The purpose of this item is for the Board of Aldermen to receive an overview of the North Carolina Next Generation (NCNGN) Master Network Development Agreement with AT&T for further discussion.

**Attachments:** Attachment A

### 8:55-9:25

3. **14-0160** Update on Google Fiber and Consideration of Google Network Hut Lease Agreement Form

PURPOSE: The purpose of this item is to provide the Board of

Aldermen with a status update on Google Fiber and to receive Board approval for a Google Network Hut Lease Agreement form.

**Attachments:** Attachment A  
Attachment B

**9:25-9:35**

**4. 14-0157** A Resolution Making an Appointment to the OWASA Board of Directors

PURPOSE: The Mayor and Board of Aldermen are requested to consider making an appointment to one of the Town's seats on the OWASA Board of Directors.

**Attachments:** A RESOLUTION MAKING AN APPOINTMENT TO THE ORANGE WATER AND SEWER AUTHORITY BOARD OF DIRECTORS.docx

**9:35-10:00**

**5. [14-0149](#)** Affordable Housing Goals and Strategies, Part II

PURPOSE: The purpose of this item is for the Board of Aldermen to consider the goals and strategies associated with affordable rentals that have been developed by the Affordable Housing Task Force.

**Attachments:** [Attachment A - Affordable Housing Goals /Affordable Rentals](#)  
[Attachment B - Affordable Housing Goals/Overarching Priorities](#)

**F. MATTERS BY TOWN CLERK**

**G. MATTERS BY TOWN MANAGER**

**H. MATTERS BY TOWN ATTORNEY**

**I. MATTERS BY BOARD MEMBERS**



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## Agenda Item Abstract

**File Number:** 14-0145

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**Agenda Date: Version:** 1  
5/13/2014

**Status:**  
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Board of Ald

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**nFile Type:**  
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### **TITLE:**

Receipt of the Tree City USA Award

**PURPOSE:** The Town of Carrboro has been named a Tree City USA for 2013 by The National Arbor Day Foundation to honor its commitment to its community forest. Student winners of the poster contest will attend the meeting and be recognized by the Town. Posters will be on display.

**DEPARTMENT:** Public Works

**CONTACT INFORMATION:** George Seiz, 919-7427, David Jantzen, 919-7431

**INFORMATION:** One of the goals of the Public Works department in providing for the reforestation of the Town is to continue the program level necessary to maintain the Town's recognition as a Tree City USA. Carrboro has met the four standards to become a Tree City USA: a tree board or department, a tree care ordinance, a comprehensive community forestry program, and an Arbor Day observance.

Arbor Day was celebrated on Thursday March 13, 2014 with the students at Carrboro Elementary school. The celebration included comments from Mayor Lydia Lavelle, presentation of the Tree City USA Award by the NC Division of Forest Resources, planting of a Golden Delicious Apple tree, and recognition of 3 poster contest winners.

**FISCAL & STAFF IMPACT:** Purchase of Golden Delicious Apple Tree (\$36) and 12 labor hours.

**RECOMMENDATION:** The town staff requests the Board of Aldermen receive the Tree City USA Award for calendar year 2013 and recognize the student winners of this year's poster contest.



# Town of Carrboro

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## Agenda Item Abstract

**File Number:** 14-0132

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**Agenda Date: Version: 1**  
5/13/2014

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**Status:**  
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**PROCLAMATION**  
**“National Police Week and Peace Officers’ Memorial Day”**

**WHEREAS**, The Congress and President of the United States have designated May 15<sup>th</sup> as “Peace Officers’ Memorial Day”, and the week in which May 15<sup>th</sup> falls as “National Police Week”; and

**WHEREAS**, the members of the Town of Carrboro Police Department play an essential role in safeguarding the rights and freedoms of the Town of Carrboro; and

**WHEREAS**, it is important that all citizens know and understand the duties, responsibilities, hazards, and sacrifices of their law enforcement officers, and that members of our law enforcement agency recognize their duty to serve the people by safeguarding life and property, by protecting them against violence and disorder, and by protecting the innocent against deception and the weak against oppression; and

**WHEREAS**, the men and women of the Town of Carrboro Police Department unceasingly provide a vital public service; and

**NOW, THEREFORE BE IT RESOLVED** that I, Lydia Lavelle, the Mayor of the Town of Carrboro, North Carolina, do hereby proclaim the week of **May 11-17, 2014** as “**Police Week**” and call upon all patriotic, civic, and educational organizations to observe and commemorate law enforcement officers, past and present, who, by their faithful and loyal devotion to their responsibilities, have rendered a dedicated service to their communities and, in so doing, have established for themselves an enviable and enduring reputation for preserving the rights and security of all citizens.

I further call upon all citizens of the Town of Carrboro to observe **Thursday, May 15, 2014**, as “**Peace Officers’ Memorial Day**” in honor of those law enforcement officers who, through their courageous deeds, have made the ultimate sacrifice in service to their community or have become disabled in the performance of duty, and let us recognize and pay respect to the survivors of our fallen heroes.

This the 6<sup>th</sup> day of May 2014

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Lydia E. Lavelle, Mayor



# Town of Carrboro

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## Agenda Item Abstract

**File Number:** 14-0142

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**Agenda Date: Version:** 1  
5/13/2014

**Status:**  
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**Type:** Abst

**In Control:**  
Board of A

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### TITLE:

Annual Report on Surface Waters and Stormwater Management Activities

**PURPOSE:** The purpose of this agenda item is to provide the Board with an update on Town activities related to management of surface water and stormwater quality in the Town's jurisdiction. This includes requirements under the existing development provisions of the Jordan Lake rules and the Town's NPDES stormwater permit, and creek monitoring.

**DEPARTMENT:** Planning

**CONTACT INFORMATION:** Randy Dodd (919) 918-7326

**INFORMATION:** Town staff continue to be involved in implementation of state rules passed in 2009 to reduce nitrogen and phosphorus inputs to Jordan Lake. This report includes an update on required Town compliance activities related to the existing development section of the rules. For the past two years, retrofit projects have been identified and included in the Capital Improvements Program, and ongoing planning is occurring to assess the feasibility and effectiveness of retrofits at other sites. State and Council of Government (COG) staff and the Jordan Lake Nutrient Scientific Advisory Board are also actively working on initiatives of interest to the Town related to the Jordan Lake rules. The Town continues to pursue benthic monitoring as a primary indicator of stream health.

**FISCAL & STAFF IMPACT:** There is no fiscal impact associated with accepting this report. However, impact is anticipated over the next decade and potentially beyond to meet the requirements of the Jordan Lake rules, particularly as they pertain to retrofitting existing development. In 2011, staff developed a very preliminary and conservative estimate that it will cost the Town a minimum of \$3M to comply with the 8% nitrogen reduction requirement by 2023. Significantly higher costs could be incurred after 2023 to meet the 35% nitrogen reduction if a decision to pursue this reduction is pursued. Sources of funding may need to be identified to address this fiscal impact, for example from a stormwater utility, bonding, general revenue, or other sources yet to be identified. An increase in staff workload to address these requirements, in tandem with NPDES implementation, is also anticipated in future years.

**RECOMMENDATION:** The staff recommends that the Board of Aldermen consider the attached resolution accepting this report.

**RESOLUTION RECEIVING THE ANNUAL REPORT ON SURFACE WATER AND  
STORMWATER MANAGEMENT ACTIVITIES**

WHEREAS, the Town is engaged in activities related to surface water management including the implementation of state rules passed in 2009 to restore Jordan Lake and the Town's National Pollution Discharge Elimination System (NPDES) stormwater permit, and ongoing monitoring of creek health.

NOW, THEREFORE BE IT RESOLVED by the Carrboro Board of Aldermen that the Board accepts the "2014 Surface Water Management Update Report."

This 13th day of May, 2013.



TOWN OF CARRBORO  
NORTH CAROLINA

**TRANSMITTAL                      PLANNING DEPARTMENT**

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

**To:                      David Andrews, Town Manager  
                                 Mayor and Board of Aldermen**

**From:                    Randy Dodd, Environmental Planner**

**Copy:                   Patricia McGuire, Planning Director  
                                 Christina Moon, Planning Administrator**

**Date:                    May 7, 2014**

**Subject:                Annual Report on Surface Water and Stormwater Management Activities**

**Background and Summary**

This memorandum is provided as an update of staff’s continued involvement in both regulatory and nonregulatory activities related to surface water management. These efforts are associated with implementation of state rules passed in 2009 to restore Jordan Lake and the Town’s National Pollution Discharge Elimination System (NPDES) stormwater permit, along with ongoing creek monitoring. Selected links to details beyond what is provided in this write-up are provided at the end of the memo.

**Information**

**Town Required Response for Jordan Lake Rules**

Staff have provided annual updates for several years to the Board related to Town compliance requirements for the existing development section of the Jordan rules. This update repeats some key information and provides new information. The most active area currently for Town staff with regard to the Jordan rules is continued identification of retrofit opportunities to comply with the Existing Development provisions of the rule. A summary of key points is provided in Table 1, below.

**Table 1: Jordan Rule Provisions With Town Compliance Implications**

<u>Provision/Activity</u>	<u>Notes</u>	<u>Compliance Date</u>
<b>Establish <u>Stage 1</u> Adaptive Management Program (Session Law 2009-216)</b>	These efforts build on NPDES Phase II efforts.	2010
<b>Identify and pursue projects to reduce nitrogen and phosphorus</b>	The Town is required to identify, each year, two specific planned retrofits.	Beginning in summer, 2011 (repeats annually)
<b>Jordan Rules Existing Development: <u>Stage 2</u> Adaptive Management Program (Session Law 2009-216)</b>	If monitoring continues to indicate water quality standards not being met, Stage 2 program (involving on-the-ground implementation of nutrient reductions) pursued to achieve 8% N and 5% P reduction. In 2013, the General Assembly delayed mandatory implementation pending additional study.	2017
	If 2023 monitoring report indicates water quality standards not being met, Stage 2 program modified to achieve 35% N reduction	2023

The Town has submitted to the North Carolina Division of Water Resources (DWR) a “Stage 1” Existing Development program plan that includes programs related to: 1) public education; 2) stormwater mapping; 3) illicit discharges; 4) maintenance of best management practices; and 5) identification of opportunities for retrofits and other projects to reduce nutrient loading from existing developed lands. Activities under items one thru four overlap with requirements of the Town’s NPDES permit. For the fifth item, the Town continues to be required to identify (and submit to DWR) two retrofits per year to consider for Stage 2 program implementation. A summary of retrofits submitted through 2013 and included in the Capital Improvements Program along with additional retrofit opportunities identified is provided in Table 2. Projects have been included in the Capital Improvements Program for stormwater retrofits on public land along Morgan Creek, adjacent to Carrboro Elementary School, at Anderson Park, MLK Park, McDougle School, and on private land at Carrboro Plaza. Ongoing planning is occurring to assess the feasibility and effectiveness of retrofits at other sites; sites to be submitted as part of the 2014 annual report to DWR in the fall have not yet been identified.

It is important to note that since last year’s staff update to the BoA regarding the Jordan Lake rules, the NC General Assembly delayed the initiation of mandatory implementation of the Existing Development rules from 2014 to 2017. The Town will still be able to receive credit for creditable activities pursued before 2017. Should the Town choose to move forward prior to 2017, State staff have provided guidance on crediting through an Existing Development Model Program developed with the help of affected parties and a state level Nutrient Scientific Advisory Board (NSAB; 50% of the membership from local government representatives), and have emphasized the importance of keeping good records. DWR staff have indicated that they envision that the model program will be updated in early- to mid-2016 by the adding of additional nutrient-reducing measures that can be used by local governments. Currently approved and anticipated new nutrient-reducing measures are shown in Tables 3 and 4. Table 3 shows primarily structural stormwater management projects, whereas Table 4 shows ecosystem measures/activities that restore or enhance the physical environment and ecosystem functions.

Examples of alternative/new approaches of potential interest to the Town include load reductions through redevelopment, exceeding state requirements for new development, local government purchasing of

nutrient reduction credits from the NC Ecosystem Enhancement Program or private banks, land cover modification (e.g., reforestation/ revegetation, impervious surface reduction, permeable pavement retrofits), improved street sweeping, stream restoration/enhancement, and diversion of runoff from impervious surfaces to pervious areas. Staff will be keeping apprised of DWR, Triangle J COG, and NSAB progress in determining alternative approaches that are “creditable” for compliance with Jordan Lake rules requirements.

**Table 2: Opportunities Identified To Date for Existing Development Requirements of Jordan Rules**

Site	Retrofit Type	Status	CIP
Bolin Creek Greenway Phase 1b	Stormwater wetland retrofit	Detailed engineering/construction 2014?	
Hillsborough Rd./James St	Demonstration Rain garden	Detailed engineering/construction 2014	
Town property (Morgan Creek)	Stormwater wetland	Preliminary planning	FY 14/15*
CHCCS land (Carrboro Elem)	Stormwater wetland	Preliminary planning	FY 14/15*
Anderson Park	Swale/bioretenion	Preliminary planning	FY 16/17
Carrboro Plaza	Stormwater retrofit	Preliminary planning	FY 16/17
McDougle School	Stormwater retrofits	Preliminary planning	FY 17/19
MLK Park	Swale/bioretenion or wetland	Preliminary planning	FY 17/18
Sunset Creek	Stormwater retrofit	Awaiting further planning	
Winmore retrofits(2-3)	Stormwater retrofits	Awaiting further planning	
Toms Creek at Main Street	Stormwater wetland	Awaiting further planning	
Tar Heel Manor	Stormwater retrofit	Awaiting further planning	
Broad St.	Stream daylighting	Awaiting further planning	
USPS	Stormwater retrofit	Awaiting further planning	
Transportation infrastructure	Impervious reduction/retrofit	Awaiting further planning	
CHHS/Smith/Seawall/utility lines	Stormwater/riparian	Awaiting further planning	
Lake Hogan retrofits (5)	Stormwater retrofits	Awaiting further planning	
Cedar Court	Stormwater (new)	Awaiting further planning	
Cobblestone/Carolina North (2)	Stream repair/retrofit	Awaiting further planning	
Roberson Place	Pocket wetland	Awaiting further planning	
Carrboro Tracks	Stormwater retention	Awaiting further planning	
Hillcrest Apts Stream Repair	Stream repair	Awaiting further planning	
Jones Ferry P&R	Stormwater retrofit/stream repair	Awaiting further planning	
Bolin Creek at Homestead Road	Riparian restoration	Awaiting further planning/landowner interest	

\*80k included in 2013/14 operating budget for preliminary engineering.

**Table 3: Stormwater Practices for Credit for Jordan Lake Rules**

Bioretention	Removal of impervious surface
Constructed Wetland	Permeable Pavement
Sand filter	<i>Off-line regional treatment systems</i>
Filter Strip	<i>*Redirecting runoff from impervious areas/downspout disconnection</i>
Grassed swale	*Pond Retrofits
Infiltration device	*Remedy Malfunctioning Septic System
Extended dry detention	*Remedy Discharging Sand Filter
Rainwater harvesting system	Improved Street Sweeping
Treatment of redevelopment	<i>Retrofitting bioretention &amp; grassed swales</i>
Overtreatment of new development	<i>Soil Amendments</i>

*(Italics)*: practice in need of DWR approved accounting before being implemented

\*: practices actively being studied by Nutrient Scientific Advisory Board

**Table 4: Ecosystem Practices for Credit for Jordan Lake Rules**

Wetland or riparian buffer restoration	<i>Land conversion to wetlands</i>
Reforestation w/ conservation easement or protective covenant	<i>Stream Restoration/Enhancement</i>
<i>Land Improvement (e.g., bare patches -&gt; vegetation)</i>	

*(Italics)* practice in need of DWR approved accounting

DWR and the NSAB have been working to quantify local government existing development load reduction requirements for achieving reductions in collaboration with the Piedmont and Triangle J Councils of Government and through a contracted study. The study is wrapping up and is currently undergoing a final peer review. "Existing development" is defined as any development in place before the Town's New Development program was implemented (for Carrboro, June 2012). Carrboro will be assigned an existing development load reduction goal as soon as the peer review is complete, which will be estimated by applying the upper New Hope 2023 percent reduction goals for nitrogen (8%) and phosphorus (5%) to the Town's estimated existing development loading. The reduction goals are being estimated for all regulated parties using the results of a watershed model. (Information about this watershed model can be found at TJCOG's Jordan Watershed Model webpage included at the end of this memo.) This study will not change the reduction goals for nutrient loads reaching the lake, but rather the technical process by which this total load reduction goal is allocated to the different regulated parties, and the method by which compliance is tracked.

In previous staff reports, preliminary and conservative (low end) cost estimates for Carrboro (municipal limits) to meet the nutrient reduction requirement were completed using the following assumptions: 4100 developed acres subject to the rules; construction costs for new stormwater wetlands (40% nitrogen removal efficiency applied to 5% of the developed acres [approximately 200 acres]; an average cost of \$10,000 for construction and \$3500 for engineering per retrofitted acre; and, the expectation that costs beyond those associated with construction and engineering would be minimal. Based on these assumptions, staff have estimated that it will cost the Town a minimum of about \$3M to meet the required reductions by 2023. This information is provided as a very rough and very conservative estimate of costs that could be incurred by the Town. It is intended solely to initiate further planning and consideration of strategies for Carrboro to pursue. Estimates of the cost to comply with a potential 35% reduction goal beginning in 2023 have not yet been developed. However, future costs would likely be proportionally greater since the more cost-effective projects will likely be pursued initially.

In considering the Town's requirements for Jordan Lake Existing Development compliance through 2023, a simple analysis was pursued as part of the 2012 staff report to see if the Town has identified sufficient projects based on the "two projects a year for 10 years" mandate to satisfy the 8% removal requirement by determining if "the top 20" projects identified to date will treat roughly 200 acres or more. The "top 20" sites cumulatively treat approximately 240 acres of land, with the total of all sites identified treating approximately 330 acres. Given the likelihood that retrofit projects will not actually come to fruition at some of the sites identified to date due to inability to obtain landowner cooperation, site constraints, and/or cost-effectiveness, staff will continue to identify additional retrofit opportunities in consideration of the 8% municipal level reduction requirement by 2023 and the Stage 2 program plan requirements.

### **NPDES Update**

The State issued Carrboro a Stormwater Management Permit effective July 1, 2005. The permit required the Town to develop and implement a comprehensive stormwater management program that includes six minimum measures:

- (1) Public education and outreach (PEO) on stormwater impacts,
- (2) Public involvement/participation (PIP),
- (3) Illicit discharge detection and elimination (IDDE),
- (4) Construction site stormwater runoff control (CRC),
- (5) Post-construction stormwater management (PCRC) for new development and redevelopment, and
- (6) Pollution prevention/good housekeeping (PPGH) for municipal operations.

The Town's permit was reissued in 2011. The renewed permit is available at <http://www.townofcarrboro.org/pzi/Env/Water/swhome.htm>. The Town was required at that time to prepare a new Stormwater Management Plan that describes how it intends to fulfill the requirements of the renewed permit. The 2011 plan is more than just an update of the 2005 plan; it reflects new requirements and accounts for the lessons learned since the original permit was issued. This has been pursued in a way that maximizes compliance with permit performance measures, considers cost effectiveness and cross-department collaboration, and that ultimately minimizes the harmful effects of stormwater runoff on ecological and human health. The 2011 Stormwater Management Plan is seen as a living document that can be revised, although revisions will need to be submitted to the DWQ. The plan is available at <http://www.townofcarrboro.org/pzi/Env/Water/swhome.htm>.

Additional details regarding the Town's implementation of the permit are being provided in separate documents, that include an update to the Illicit Discharge Program Plan and outreach to the public, owners of best management practices (BMPs), developers, and staff regarding maintenance and inspection of BMPs. (When the update of the Town's website is complete, these additional details will be provided online.) Outreach classes and workshops have been offered through Recreation and Parks programming.

Current areas of investigation for ongoing permit implementation are summarized in Table 5.

**Table 5: NPDES Permit Reissuance: Town Compliance/Impact Implications**

<b><u>New Provision/Activity</u></b>	<b><u>Notes</u></b>
<b>Administrative:</b> annual analysis of the capital and operation and maintenance expenditures and staff resources; new annual reporting requirements	Additional staff time anticipated. No action taken to date.
<b>Public Education, Outreach, Participation:</b> annual evaluation of program effectiveness via interviews, surveys, and outreach tracking systems; new requirements for Stormwater Advisory Board; local nonprofits and others recruited to monitor construction sites, watershed hot spots, and streams and participate in programs such as Muddy Water Watch and Riverwatch on an ongoing basis and report to the Town; perform outreach to major economic and ethnic groups, to participate in program development and implementation	Additional staff time anticipated. The Clean Water Educational Partnership (Town is a member) is focusing a new campaign on reducing the amount of grass clippings in storm drains.
<b>Illicit Discharge Detection and Elimination:</b> detect dry weather flows; investigations into the source of all identified illicit discharges; employee training; public reporting mechanism; procedures to identify and eliminate failed septic systems; Enforcement Response Plan (ERP); enforcement tracking	Additional staff time anticipated. Some progress in 2013.
<b>Post Construction Runoff Control:</b> More detailed inventory of post-construction structural stormwater control measures; recordation of maintenance responsibility; fully implement program for long-term operation and maintenance of structural BMPs, including verification of maintenance and inspections; provide educational materials and training for developers; may also consider establishing incentives and/or requirements such that development projects design, install, implement, and maintain stormwater control measures that promote infiltration of flows and groundwater recharge for the purpose of maintaining stream base flow, evapotranspire, harvest, and use stormwater discharges; more fully implement Enforcement Response Plan (ERP), including recordkeeping and follow-up associated with enforcement actions; post-construction requirements for public transportation;	Staff have worked to develop program. Considerable additional staff time anticipated to implement.

**Stream Monitoring****Benthic Monitoring**

The Town has been pursuing benthic macroinvertebrate (aquatic insect) monitoring for over a decade as the a critical means for assessing creek health. Recent benthic sampling have revealed concerns that warrant close attention. Sampling on Bolin Creek since 2001 has consistently indicated Good-Fair water quality in upper Bolin Creek, especially at the most upstream site just upstream of Winmore. Areas further downstream have fluctuated between a Good-Fair and a Fair rating, with a Fair rating at all three downstream sites in 2011. (“Fair” is the threshold which triggers listing on the State’s impaired streams list.) The declined benthic community between the most upstream site and the site at Homestead Road downstream of Winmore and Claremont was greatest in 2011, with some evidence of improvement in 2012 and 2013. Recent sampling indicate that stream fauna immediately above Homestead Road have been impacted by recent stresses that could include drought, nonpoint source runoff and habitat impacts. Declining water quality moving downstream along Bolin Creek is supported by the observation that the control site at Morgan Creek and the most upstream site on Bolin Creek (above Winmore) continue to

retain higher biotic ratings (Good or Good-Fair) relative to downstream sites. Summer/drought low-flow conditions (including the absence of water in the channel) continue to contribute to reduced biotic diversity in Bolin Creek.

Dave Lenat, the macroinvertebrate expert working with the Town, recommends that the Town continue to monitor both following droughts and following periods of higher flows to further evaluate the relative contributions of urban runoff and flow interruptions to the pattern of declining aquatic communities moving downstream along Bolin Creek. Much of upper Bolin Creek has been functioning at times in the past decade as an intermittent (rather than perennial) stream and may be difficult to evaluate using criteria for perennial streams. The degree to which recent droughts and associated low flow are associated with climate change and/or development induced changes in the hydrological regime is very difficult to discern. Qualitatively, it is a reasonable hypothesis to consider that more sections of the creek may be drying up more frequently because of increased impervious surfaces and a resulting change in streamflow and groundwater recharge in the Bolin Creek watershed (a pattern not occurring, however, in upper Morgan Creek). It is also reasonable to assert that changing precipitation patterns and possibly temperature and evapotranspiration rates are changing and impacting baseflow. The Carolina Slate Belt is known to be a geologic area that does not support high levels of baseflow as well; creek fauna in the Slate Belt may be more sensitive to climatic perturbations than other geologic provinces.

Although much of Bolin Creek is exhibiting reduced benthic diversity, several tributary sites appear to support more intolerant aquatic communities. Excellent water quality (as indicated by the benthos) has been demonstrated in unnamed tributaries at Seawell School Road and Hornehollow Road, and Good-Fair water quality was observed in Jolly Branch. Sampling in the spring of 2014 (report pending) on Dry Gulch downstream of the 319 restoration project preliminarily indicates potential for increased benthic abundance relative to prior to the restoration project.

In summary, recent benthic monitoring has indicated that:

- 1) The main stem of Bolin Creek from immediately above Homestead Road downstream is demonstrating reduced benthic macroinvertebrate health relative to the most upstream site and a reference site on Morgan Creek. Bolin Creek from below Pathway Drive to its confluence with Little Creek in Chapel Hill has been listed on the State/federal impaired streams (303d) for many years. The 2011 sampling in particular raises some concern that biological diversity is being impacted upstream of Pathway Drive, although some slight improvements were observed in 2012 and 2013.
- 2) The relative impact from drought stresses and non-drought stresses is difficult to determine; continued monitoring may help discriminate between these stresses. The monitoring record for the macroinvertebrates does raise a concern that the past decade of drought stresses may be contributing to a shift in the aquatic community to one more representative of intermittent streams relative to a perennial stream aquatic community in upper Bolin Creek.
- 3) There is also information from the last several years of monitoring suggesting that conditions favoring filamentous blue green algae growth (abundant nitrogen and phosphorus, disturbed

riparian areas) may be a contributing stress to the benthos in the area immediately above Homestead Road.

- 4) New monitoring on tributary streams has indicated more diverse communities on several sites relative to the main stem of Bolin Creek.
- 5) Continued benthic monitoring is essential to assess the overall aquatic health, trends, and gain insight into changes in aquatic diversity and abundance.

Benthic reports sponsored by Carrboro since 2000, can be found at <http://www.townofcarrboro.org/pzi/Env/Water/bcmonitor.htm>.

### Other Monitoring

With installation funds provided by the North Carolina Ecosystem Enhancement Program, streamflow measurement using a permanent United States Geological Survey (USGS) gage on Bolin Creek near Carrboro/Chapel Hill municipal boundary (on Umstead Road) was initiated in 2012. Chapel Hill and Carrboro staff have worked out a cost sharing agreement for the ongoing operation and maintenance of the gage. Chapel Hill and Carrboro staff have also been investigating nutrient monitoring to support studies related to Jordan Lake Rules implementation, although a recommendation has not yet been developed. Chapel Hill has also recently initiated extensive benthic sampling for creeks in Chapel Hill. DWR conducts fish and benthic sampling in the watershed once every five years. The entire monitoring program for the watershed continues to be reviewed by the staff in collaboration with other stakeholders.

### Recommendation

Staff recommend that the Board of Aldermen accept this update and provide feedback to guide future efforts.

### Links to additional information

NCDWR Jordan Rules: <http://portal.ncdenr.org/web/jordanlake/implementation-guidance-archive>

Nutrient Scientific Advisory Board: <http://portal.ncdenr.org/web/wq/nutrient-scientific-advisory-board>

TJCOG Jordan Jurisdictional Allocation Model Development: <http://www.tjcog.org/jordan-jurisdictional-allocation-model-development.aspx>

Carrboro Stormwater: <http://www.townofcarrboro.org/pzi/Env/Water/swhome.htm>

Carrboro Benthic Sampling Studies: <http://www.townofcarrboro.org/pzi/Env/Water/bcmonitor.htm>

Carrboro Bolin Creek Website: <http://www.townofcarrboro.org/pzi/Env/Water/bcwr.htm>

NCSU Bolin Creek Website: [http://www.bae.ncsu.edu/programs/extension/wqg/srp/bolin\\_creek.html](http://www.bae.ncsu.edu/programs/extension/wqg/srp/bolin_creek.html)

Chapel Hill Bolin Creek Website: <http://www.townofchapelhill.org/index.aspx?page=1757>



# Town of Carrboro

Town Hall  
301 W. Main St.  
Carrboro, NC 27510

## Agenda Item Abstract

**File Number:** 14-0152

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**Agenda Date: Version:** 1  
5/13/2014

**Status:**  
Consent  
Agend  
menFile  
**Type:** Abst

**In Control:**  
Board of A

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### TITLE:

A Request to Issue Permits for the Annual Four on the Fourth Road Race, Carrboro 10K Road Race, and the Gallop and Gorge 8K Road Race

**PURPOSE:** The purpose of this item is to consider Street Closing Permit Applications submitted by Cardinal Track Club for the following three annual road races: Four on the Fourth Road Race, Carrboro 10 K Road Race, and the Gallop and Gorge 8 K Road Race.

**DEPARTMENT:** Public Works

**CONTACT INFORMATION:** George Seiz, 918-7427

**INFORMATION:** In an effort to be more efficient, Cardinal Track Club has submitted three Street Closing Permit Applications at one time for the temporary closing and usage of the following races (see attached maps for race routes):

Four on the Fourth Road Race: Friday, July 4, 2014 from 7:45 AM to 10:00AM:

Carrboro 10K Road Race: Saturday, October 4, 2014 from 7:45 AM to 10:00 AM:

Gallop and Gorge 8K Road Race: Thursday, November 27, 2014 from 7:45 AM to 10:00 AM:

The Four on the Fourth and Carrboro 10K follow the same routes as the 2013 races. The Gallop and Gorge 8k has a modified route in order to move the start/finish line to Weaver St. See the attached maps for route details of each race.

This is the 10<sup>th</sup> year the Cardinal Track Club has put on these races. Pursuant to Section 7-19 of the Town Code, a Public Hearing to receive public input prior to issuing a Street Closing Permit is not required for these particular events.

Proceeds for the three races benefit the Cardinal Track Club's Community Partners, all of which are non-profit organizations are based in Orange County, as required by Section 7-23 of the Town Code. In 2013 the three races generated \$45,000 that was distributed to Club's Community Partners.

**FISCAL & STAFF IMPACT:** Applicant will be responsible for all costs incurred by Police and Public Works to facilitate the events. Applicant will be sent an itemized bill for the final costs incurred

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**Agenda Date: Version: 1**  
5/13/2014

**Status:**  
Consent  
Agend  
menFile  
**Type:**Abst

**In Control:**  
Board of A

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by Police and Public Works per event. The applicant has paid the application fees.

**RECOMMENDATION:** It is recommended that the Board approve the attached resolution with the following stipulations:

1. Applicant shall post signs at roadway intersections along race courses, 5-7 days before the event, to notify the public about the running race.
2. Applicant will be responsible for all costs incurred by Police and Public Works to facilitate these events. Applicant will be sent an itemized bill for the final costs incurred by Police and Public Works.

**A RESOLUTION AUTHORIZING THE TEMPORARY CLOSING OF THE FOLLOWING STREETS TO ACCOMMODATE THE *FOUR ON THE FOURTH ROAD RACE, CARRBORO 10K ROAD RACE, AND GALLOP AND GORGE 8K ROAD RACE.***

Section 1. The following streets shall be temporarily closed Friday, July 4, 2014 from 7:45 am to 10:00 am to accommodate the *Four on the Fourth Road Race*. This event is to be held in accordance with the permit issued by the Board of Aldermen pursuant to Article III of Chapter 7 of the Town Code.

1. Old Fayetteville Rd. to Carol St.
2. Carol Street to Lorraine St.
3. Lorraine Street to Hillsborough Rd.
4. Hillsborough Road to West. Main St.
5. West Main Street to James St.
6. James Street to Carol St.
7. Carol St. to Old. Fayetteville Rd.
8. Finish at McDougle Middle School

The following streets shall be temporarily closed on Saturday, October 4, 2014 from 7:45 AM to 10:00 AM to accommodate the *Carrboro 10 K Road Race*. This event is to be held in accordance with the permit issued by the Board of Aldermen pursuant to Article III of Chapter 7 of the Town Code.

1. Old Fayetteville Rd. to Carol St.
2. Carol St. to James St.
3. James St. to Lorraine St.
4. Lorraine St to Hillsborough Rd.
5. Hillsborough Road to Simpson St.
6. Simpson St. to West Main St.
7. West Main St. to Hillsborough St.
8. Hillsborough St. to Oak St.
9. Oak St. to North Greensboro St.
10. North Greensboro St. to Morningside Dr.
11. Morningside Dr. to Blueridge Rd.
12. Blueridge Rd. to Spring Valley Rd.
13. Spring Valley Rd to Pathway Dr.
14. Pathway Dr. to Parkview Dr.
15. Parkview Dr. to Hillsborough Rd.
16. Hillsborough Rd. to James St.
17. James St. to Rainbow Dr.
18. Rainbow Dr. to Lisa Dr.
19. Lisa Dr to Carol St.
20. Carol St. to Old Fayetteville Rd
21. Finish at McDougle Middle School

The following streets shall be temporarily closed Thursday, November 27, 2014 from 7:45 am to 10:00 am to accommodate the *Gallop and Gorge 8K Road Race*. This event is to be held in accordance with the permit issued by the Board of Aldermen pursuant to Article III of Chapter 7 of the Town Code.

1. Weaver St. to Elm St.
2. Elm St. to E. Poplar St.

3. E. Poplar to W. Main St.
4. W. Main St. to Hillsborough Rd.
5. Hillsborough Rd. to High St.
6. High St. to W. Main St.
7. W. Main St. to Simpson St.
8. Simpson St. to Mary St.
9. Mary St. to Lorraine St.
10. Lorraine St. to James St.
11. James St. to Carol St.
12. Carol St. to Lisa Dr.
13. Lisa Dr. to Quail Roost Dr.
14. Quail Roost Dr. to James St.
15. James St. to Hillsborough Rd.
16. Hillsborough Rd. to Cheek St.
17. Cheek St. to Milton Dr.
18. Milton Dr. to N. Greensboro St.
19. N. Greensboro St. to Shelton St.
20. Shelton St. to Oak Ave.
21. Oak Ave. to W. Weaver St.
22. Finish on E. Weaver St.

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

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

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

Section 5. Applicant shall post signs at roadway intersections along race course, 5-7 days before the event, to notify the public about the running race.

Section 6. Applicant will be responsible for all costs incurred by Police and Public Works to facilitate this event. Applicant will be sent an itemized bill for the final costs incurred by Police and Public Works.

Section 7. This resolution shall become effective upon adoption.

## STREET CLOSING PERMIT APPLICATION

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

EVENT: **Four on the Fourth 4-mile Road Race**

EVENT SPONSOR: **Cardinal Track Club**

IS THE SPONSOR A: NON-PROFIT (X) FOR PROFIT \_\_\_ OTHER: \_\_\_

ANY OTHER INFORMATION ABOUT SPONSOR OR EVENT:

Event is exactly the same as previous years.

EVENT COORDINATOR INFO:

NAME: Kristen Pate  
ADDRESS: PO Box 1088, Carrboro, NC 27510  
TELEPHONE NUMBER: 912-596-7109

PROPOSED DATE AND TIME PERIOD PROPOSED FOR CLOSING:

DATE: 7/4/2014 Time Period: 7:45am until 10:00am  
RAIN DATE: none

APPROXIMATE NUMBER OF PERSONS EXPECTED TO ATTEND THE EVENT: 800

ARE ANY SPECIFIC SERVICES REQUESTED OF THE TOWN? YES  
(traffic control may be required, and event organizers may be required to reimburse the Town for any related expenses):

Police: Control of traffic along race course

Public Works: Traffic cones along bike lanes

ATTACH A SKETCH SHOWING:

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

BENEFITING ORGANIZATIONS: Pursuant to Section 7-23 of the Town Code, the board may issue a permit for a road race event only if the event benefits a non-profit organization based in or pervades services in Orange County.

Proceeds for the race benefit the Cardinal Track Club's community partners, all of which are non-profit organizations are based in Orange County.

OTHER INFORMATION: Map attached

INSURANCE INFORMATION: National Casualty Company

# Four on the Fourth

## RACE INFORMATION

**Race Starts:** July 4th, at 8:00 AM.

**Race Lenth:** 4 miles

More info: [www.cardinaltrack.com](http://www.cardinaltrack.com)

**Directions:**

From the west:, take exit 148, 54 east off of I-85/40 @ Burlington. Turn left onto Old Fayetteville Rd.

From the East: Take exit 273, 54 west off of I-40, follow 54 around Chapel Hill, turn right onto Old Fayetteville Rd.



# CARRBORO 10K



CARRBORO, NORTH CAROLINA

## FINISH ON TRACK

McDougle Middle School  
900 Old Fayetteville Rd.  
Carrboro, NC

**START**



### RACE INFORMATION

**Race Date:** First Saturday in October, 8:00 AM.

**Race Length:** 10 Kilometers

More info: [www.cardinaltrack.com](http://www.cardinaltrack.com)

#### Directions:

From the West:, take exit 148, (54 East) off of I-85/40 @ Burlington. Turn left onto Old Fayetteville Rd.

From the East:, Take exit 273, (54 West) off of I-40, follow 54 around Chapel Hill, turn right onto Old Fayetteville Rd.



Outbound



Inbound

## STREET CLOSING PERMIT APPLICATION

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

EVENT: **Carrboro 10k Road Race**

EVENT SPONSOR: **Cardinal Track Club**

IS THE SPONSOR A: NON-PROFIT (X) FOR PROFIT \_\_\_ OTHER: \_\_\_

ANY OTHER INFORMATION ABOUT SPONSOR OR EVENT:

Event is exactly the same as previous years.

EVENT COORDINATOR INFO:

NAME: Kristen Pate  
ADDRESS: PO Box 1088, Carrboro, NC 27510  
TELEPHONE NUMBER: 912-596-7109

PROPOSED DATE AND TIME PERIOD PROPOSED FOR CLOSING:

DATE: 10/04/2014 Time Period: 7:45am until 10:00am  
RAIN DATE: none

APPROXIMATE NUMBER OF PERSONS EXPECTED TO ATTEND THE EVENT: 600

ARE ANY SPECIFIC SERVICES REQUESTED OF THE TOWN? YES  
*(traffic control may be required, and event organizers may be required to reimburse the Town for any related expenses):*

Police: Control of traffic along race course

Public Works: Traffic cones along bike lanes

ATTACH A SKETCH SHOWING:

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

**BENEFITING ORGANIZATIONS:** *Pursuant to Section 7-23 of the Town Code, the board may issue a permit for a road race event only if the event benefits a non-profit organization based in or pervades services in Orange County.*

Proceeds for the race benefit the Cardinal Track Club's community partners, all of which are non-profit organizations are based in Orange County.

**OTHER INFORMATION:** Map attached

**INSURANCE INFORMATION:** National Casualty Company



## STREET CLOSING PERMIT APPLICATION

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

EVENT: **Gallop & Gorge 8K Road Race**

EVENT SPONSOR: **Cardinal Track Club**

IS THE SPONSOR A: NON-PROFIT (X) FOR PROFIT \_\_\_ OTHER: \_\_\_

ANY OTHER INFORMATION ABOUT SPONSOR OR EVENT:

The event is similar to in previous years; however the route start/finish line has been moved from Roberson St. to E. Weaver St and the race route has been adjusted to make up the mileage difference.

EVENT COORDINATOR INFO:

NAME: Kristen Pate  
ADDRESS: PO Box 1088, Carrboro, NC 27510  
TELEPHONE NUMBER: 912-596-7109

PROPOSED DATE AND TIME PERIOD PROPOSED FOR CLOSING:

DATE: 11/27/2014 Time Period: 7:45am until 10:00am  
RAIN DATE: none

APPROXIMATE NUMBER OF PERSONS EXPECTED TO ATTEND THE EVENT: 1500

ARE ANY SPECIFIC SERVICES REQUESTED OF THE TOWN? YES  
*(traffic control may be required, and event organizers may be required to reimburse the Town for any related expenses):*

Police: Control of traffic along race course

Public Works: Traffic cones along bike lanes

ATTACH A SKETCH SHOWING:

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

**BENEFITING ORGANIZATIONS:** *Pursuant to Section 7-23 of the Town Code, the board may issue a permit for a road race event only if the event benefits a non-profit organization based in or pervades services in Orange County.*

Proceeds for the race benefit the Cardinal Track Club's community partners, all of which are non-profit organizations are based in Orange County.

**OTHER INFORMATION:** Map attached

**INSURANCE INFORMATION:** National Casualty Company



# Town of Carrboro

Town Hall  
301 W. Main St.  
Carrboro, NC 27510

## Agenda Item Abstract

**File Number:** 14-0153

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**Agenda Date: Version:** 1  
5/13/2014

**Status:**  
Consent  
Agend  
menFile  
**Type:** Abst

**In Control:**  
Board of A

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### **TITLE:**

NCLM Regulatory Technical Assistance Fund Contribution

**PURPOSE:** The purpose of this item is to allow the Board of Aldermen to approve an expenditure of \$560.00 to support the NCLM Regulatory Technical Assistance Fund.

**DEPARTMENT:** Town Clerk

### **CONTACT INFORMATION: Cathy Wilson**

**INFORMATION:** The NCLM Regulatory Technical Assistance Fund (REG-TAF) is a program created to protect N.C. municipalities' interests in water quality and electric regulatory issues. REG-TAF funds were used to hire external technical and legal support for the ongoing Duke Energy Carolinas and Progress Energy Carolinas rate cases. The NCLM REG-TAF is instrumental in the NCLM's work regarding LED rates and availability for the Town of Carrboro. Additional information regarding the REG-TAF is attached.

**FISCAL & STAFF IMPACT:** The expenditure of \$560.00 should come from the Board of Aldermen's FY 13-14 budget.

**RECOMMENDATION:** It is recommended that the Mayor and Board review the materials and approve the expenditure of \$560.00 showing the Town's continued support of the NCLM REG-TAF program.

A RESOLUTION APPROVING AN EXPENDITURE TO THE NCLM REGULATORY TECHNICAL ASSISTANCE FUND (REG-TAF)

**WHEREAS**, the NCLM supports municipalities across the state; and,

**WHEREAS**, the NCLM Regulatory Technical Assistance Fund has supplied external technical assistance in the League's interventions in both the Progress Energy Carolinas and Duke Energy Carolinas rate cases before the North Carolina Utilities Commission; and,

**WHEREAS**, the League's intervention in the Duke Energy Carolinas rate case is ongoing and the League continues to press Duke Energy Carolinas for an LED streetlight rate for cities and towns that would make it financially feasible to obtain the more energy-efficient technologies.

**NOW, THEREFORE BE IT RESOLVED**, by the Carrboro Board of Aldermen that a contribution of \$560.00 to the NCLM REG-TAF fund is approved from the FY 13/14 budget.

## North Carolina League of Municipalities Regulatory Technical Assistance Fund (REG-TAF)

In response to member interest, the League of Municipalities (League) is requesting voluntary contributions for the Regulatory Technical Assistance Fund (REG-TAF). REG-TAF is an annual joint action program created to protect N.C. municipalities' collective interests by hiring external technical support for water quality and electric regulatory issues. REG-TAF comes after the success of two previous League member-supported joint action programs—the Municipal Environmental Assessment Coalition (MEAC) and the North Carolina Municipal Energy Group (NC-MEG):

- In 2010, the League formed MEAC, a coalition comprised of more than 130 cities and towns, to accurately analyze data on the state's proposed limits on wastewater discharges and increased stormwater regulations. MEAC commissioned a study that estimated the cost of complying with the proposed standards at \$2 billion statewide. Based on this study, the League successfully pushed the state to implement alternative policies that minimized the financial impact of these regulations so that most cities will not need to pay for expensive wastewater plant upgrades and stormwater program expansions.
- In 2013, the League formed NC-MEG, a coalition of more than 100 League members, to hire specialized outside legal counsel in the League's interventions in both the Progress Energy Carolinas (PEC) and Duke Energy Carolinas (DEC) rate cases before the North Carolina Utilities Commission (NCUC). The League's interventions reduced the financial burden of rate increases on municipal budgets, particularly in those cities and towns providing services such as water and wastewater treatment, street lighting, traffic signals, and recreational facilities. The NCUC issued an order in the PEC rate case in May of 2013, and the overall rate increase to municipalities was less than 5%, a reduction of 50% from PEC's original requested rates. The League's involvement in the DEC rate case is ongoing; however, the League's intervention minimized the impact of DEC's initial rate increase proposal on municipal operations and the League continues to press DEC for an LED streetlight rate for cities and towns that would make it financially feasible for them to swap out old streetlight technologies for more energy-efficient technologies.

### About REG-TAF

- Annual voluntary joint action program created to protect N.C. municipalities' collective interests on regulatory issues.
- Builds upon two successful initiatives that led to significant cost savings for municipalities.
- Funds will be spent as needed to support water quality and/or electric regulatory issues.
- More than 100 League members participated in similar initiatives.

The League membership prioritized these regulatory actions and has now asked the League to build on the successes of MEAC and NC-MEG by organizing an annual joint action program for municipalities to band together to hire outside technical support and expertise for water quality and electric regulatory issues. As explained on the reverse, the suggested cost share depends on the potential benefit a municipality or authority will receive from joint regulatory technical assistance, given its electric consumption, wastewater generation, and stormwater controls.

See the attached member participation form to determine your suggested contribution for participation. REG-TAF will be a continuing program comprised of annual contributions. In some years, the funds will support both water quality and electric regulatory issues, and in other years, funds may only be spent on one issue. Funds will be expended at the direction of an oversight committee comprised of members of the League's Board of Directors with suggestions from all REG-TAF participants.

**The submission of this participation form is an agreement to participate in REG-TAF. Deadline for submitting this participation form is August 1, 2014.**



**North Carolina League of Municipalities  
Regulatory Technical Assistance Fund (REG-TAF)  
Member Participation Form**

*By signing the participation agreement below, the preparer agrees on behalf of his/her municipality/ authority to participate in the League's Regulatory Technical Assistance Fund program and to submit the suggested contribution by August 1, 2014.*

**Program Contact:** \_\_\_\_\_

**Contact's phone:** \_\_\_\_\_

**Contact's Email:** \_\_\_\_\_

**Preparer's Signature:** \_\_\_\_\_

**Date of Request:** \_\_\_\_\_

**Name of Preparer:** \_\_\_\_\_

**Position Title:** \_\_\_\_\_

**Municipality:** Carrboro \_\_\_\_\_

**Address:** \_\_\_\_\_

**Suggested Contribution:** \$ 559.72

**Other amount:** \_\_\_\_\_

Please submit this form and payment to:  
North Carolina League of Municipalities\*  
PO Box 742106  
Atlanta, GA 30374-742106

\* This Atlanta address is where NCLM receives payments

If you have any questions, contact:  
Sarah Collins  
Regulatory Affairs Associate  
(919) 715-2919  
[scollins@ncml.org](mailto:scollins@ncml.org)

**North Carolina League of Municipalities  
Regulatory Technical Assistance Fund (REG-TAF)  
Suggested Contribution Calculation**

Suggested contributions are set based on the potential benefit a municipality or authority will receive from regulatory technical assistance, given its electric consumption, wastewater generation, and stormwater controls. Your organization’s suggested contribution was determined using the schedules below. If you have any questions, contact Sarah Collins, Regulatory Affairs Associate, at (919) 715-2919/scollins@ncmlm.org.

**SCHEDULE A (electric consumption)**

**SCHEDULE B (wastewater generation)**

Population	Number of Services*	Suggested Contribution
150,000 +	4	\$6,000.00
75,000 - 149,999	4	\$3,000.00
25,000 - 74,999	4	\$2,000.00
10,000 - 24,999	4	\$1,000.00
0 - 10,000	4	\$500.00

NPDES Permitted Flow*	Suggested Contribution
25 MGD+	\$1,000.00
10 - 24.99 MGD	\$750.00
5 - 9.99 MGD	\$500.00
1 - 4.99 MGD	\$400.00
0.5 - 0.99 MGD	\$250.00
Under 0.5 MGD	\$150.00

Population	Number of Services*	Suggested Contribution
150,000 +	3	\$4,500.00
75,000 - 149,999	3	\$2,250.00
25,000 - 74,999	3	\$1,500.00
10,000 - 24,999	3	\$750.00
0 - 10,000	3	\$150.00

\* If Unlimited, use actual peak

Population	Number of Services*	Suggested Contribution
150,000 +	2	\$3,000.00
75,000 - 149,999	2	\$1,500.00
25,000 - 74,999	2	\$1,000.00
10,000 - 24,999	2	\$500.00
0 - 10,000	2	\$100.00

**SCHEDULE C (stormwater)**

Certified 11-12 Population	Suggested Contribution
Multiply by .003	59.72

Population	Number of Services*	Suggested Contribution
150,000 +	1 (or less)	
75,000 - 149,999	1 (or less)	
25,000 - 74,999	1 (or less)	\$500.00
10,000 - 24,999	1 (or less)	\$250.00
0 - 10,000	1 (or less)	\$50.00

**Suggested Contribution Calculation**

Amount From Schedule A	\$ 500.00
Amount From Schedule B	-
Amount From Schedule C	\$ 59.72
<b>Total Suggested</b>	<b>\$ 559.72</b>

*(Electricities do not have a suggested contribution from Schedule A)*

\* Schedule A - the “Number of Services” is the total number of electric generating services you provide:

- Street Lighting
- Wastewater Treatment
- Water Treatment
- Recreation Facilities/Ball Field Lighting



# Town of Carrboro

Town Hall  
301 W. Main St.  
Carrboro, NC 27510

## Agenda Item Abstract

**File Number:** 14-0129

**Agenda Date: Version:** 1  
5/13/2014

**Status:**  
Agenda

**n Control:**  
Board of Ald

Ready   
**nFile Type:**  
Abstra

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### TITLE:

A Public Hearing on the Temporary Street Closing Permit Application for the Not So Normal 5K

**PURPOSE:** The purpose of this item is to receive public input on the Street Closing Permit Application submitted by [www.mominchapelhillnc.com](http://www.mominchapelhillnc.com) for the temporary closing and usage of streets from 7:30AM to 9:30AM on Sunday, September 14<sup>th</sup> 2014 to accommodate the Not So Normal 5K.

**DEPARTMENT:** Public Works

**CONTACT INFORMATION:** George Seiz, 919-918-7427

**INFORMATION:** This is the first year for the event. Proceeds will go to The Arts Center and NC Children's Promise (based at UNC Hospital). The event coordinator, Jay Radford, has submitted a Street Closing Permit Application for the temporary closing and usage of the following streets on Sunday, September 14th, 2014 from 7:30 AM to 9:30 AM:

- E. Main St from Lloyd St. to E Weaver St
- E Weaver St. and W Weaver St from E. Main St. to W. Main St.
- W. Main St. from W. Weaver St. to Hillsborough Rd.
- Hillsborough Rd. from W. Main St. to N. Greensboro St.
- N. Greensboro St. from Hillsborough Rd. to E. Main St.
- E. Main St. from N. Greensboro St. to Lloyd St..

Streets will remain open to traffic. Drivers may experience intermittent interruptions due to runners crossing streets and traffic control by police, public works, and race organizers, especially at the start and finish of the event. Attached is map of the event.

In accordance with Section 7-19 of the Town Code, a Public Hearing to receive public input prior to issuing a Street Closing Permit is required for this event.

Section 7-23 of the Town Code states that permits for road races may be issued only if such event will benefit a non-profit organization based in or providing services in Orange County. This event meets this requirement as proceeds for the event are benefiting organizations based in Orange County.

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**Agenda Date: Version: 1**  
5/13/2014

**Status:**  
Agenda  
Ready   
**File Type:**  
Abstra

**n Control:**  
Board of Ald

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The applicant will provide Public Works with the required insurance 30 days prior to the event.

**FISCAL & STAFF IMPACT:** The applicant will be responsible for all costs incurred by Public Works and Police to facilitate this event. The applicant will be sent an itemized bill for the final costs incurred by Police and Public Works. The applicant has paid the application fee.

**RECOMMENDATION:** Staff recommends that the Board approve the attached resolution for the temporary closing and usage of the following streets in order to accommodate the *Not So Normal 5K*:

1. Applicant shall distribute flyers of notification, to persons occupying property abutting the streets where the event is to take place, of the contents of any resolution passed.

2. Applicant will be responsible for all costs incurred by Public Works and Police to facilitate this event. Applicant will be sent an itemized bill for the final costs incurred by Public Works and Police.

STREET CLOSING PERMIT APPLICATION

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

EVENT: Not So Normal 5K

EVENT SPONSOR: www.MomInChapelHillNC.com, Fleet Feet, O2 Fitness, and 300 East Main

IS THE SPONSOR A:  NON-PROFIT  FOR PROFIT  OTHER: \_\_\_\_\_

ANY OTHER INFORMATION ABOUT SPONSOR OR EVENT: The Not So Normal 5K is not a timed race, it is a family fun run. The event is part of a festival that is being held at 300 East Main St. on Sunday morning.

EVENT COORDINATOR INFO:

NAME: Jay Radford

ADDRESS: 109 Eagle Rock Ct Chapel Hill, NC 27516

TELEPHONE NUMBER: 919-370-7828

PROPOSED DATE AND TIME PERIOD PROPOSED FOR CLOSING:

DATE: 09/14/2014 Time Period: From: 7:30 am

RAIN DATE: None To: 9:30 am

APPROXIMATE NUMBER OF PERSONS EXPECTED TO ATTEND THE EVENT: 1,200 including volunteers and non-runners

ARE ANY SPECIFIC SERVICES REQUESTED OF THE TOWN? YES  NO   
(traffic control may be required, and event organizers may be required to reimburse the Town for any related expenses):

If YES, specify;

Public Works and Police to control traffic at intersections as needed.

ATTACH A SKETCH SHOWING:

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

OTHER INFORMATION:

INSURANCE INFORMATION: Required policy will be obtained 30-days prior to the event.

**NOTIFICATION OF CENTRAL COMMUNICATIONS (911):**

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

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

**NOTIFICATION OF THE PUBLIC:**

A public hearing is required for all street closing permit applications and the applicant must speak with the Public Works Department about requesting this public hearing. The public must be notified by a formal advertisement in a local newspaper. The Public Works Department *will submit* the advertisement copy to the newspaper. **However, the applicant will be responsible for reimbursing the Town for the full cost of the advertisement.**

Any other notification of the public of this event will be the Applicant’s responsibility.

**NOTIFICATION OF ABUTTING PROPERTY OWNERS:**

The **APPLICANT** is responsible for notifying all abutting property owners of the Public Hearing. Such notification must be accomplished at least seven days prior to the Public Hearing. The notification must include:

- the DATE, TIME and LOCATION of the proposed street closing; and
- the DATE, TIME and LOCATION of the Public Hearing as well as the subject matter of this Public Hearing

The Public Works Department must receive in writing from the APPLICANT the following at least five days prior to the Public Hearing:

- names of all property owners notified
- copy of the notification
- method used to notify these property owners (mail or hand delivery)

**CLEAN-UP TIME TABLE:            Streets will be cleared of all signage and cones by 12:00 PM**

**FEES:            \$ 60.00 application fee plus 100% of the cost of the Public Hearing advertisement**  
 Application fee must accompany the submittal of this application



A RESOLUTION AUTHORIZING THE TEMPORARY CLOSING AND USAGE OF THE FOLLOWING STREETS TO ACCOMMODATE THE NOT SO NORMAL 5K

Section 1. The following streets shall be temporarily used Sunday, September 14<sup>th</sup>, 2014 from 7:30 AM to 9:30 AM for Not So Normal 5K. This event is to be held in accordance with the permit issued by the Board of Aldermen pursuant to Article III of Chapter 7 of the Town Code.

- E. Main St from Lloyd St. to E Weaver St
- E Weaver St. and W Weaver St from E. Main St. to W. Main St.
- W. Main St. from W. Weaver St. to Hillsborough Rd.
- Hillsborough Rd. from W. Main St. to N. Greensboro St.
- N. Greensboro St. from Hillsborough Rd. to E. Main St.
- E. Main St. from N. Greensboro St. to Lloyd St..

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

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

Section 4. Applicant shall distribute flyers of notification, to persons occupying property abutting the streets where the event is to take place, of the contents of any resolution passed.

Section 5. Applicant will be responsible for all costs incurred by Police and Public Works to facilitate this event. Applicant will be sent an itemized bill for the final costs incurred by Police and Public Works.

Section 6. The Event Coordinator will be responsible for notifying Central Communications when the street is closed and when it is reopened to vehicular traffic.

Section 7. This resolution is contingent on the applicant providing proper liability insurance to the Town at least 30 days prior the event.

Section 8. This resolution shall become effective upon adoption.



# Town of Carrboro

Town Hall  
301 W. Main St.  
Carrboro, NC 27510

## Agenda Item Abstract

**File Number:** 14-0156

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**Agenda Date: Version:** 1  
5/13/2014

**Status:**  
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**n Control:**  
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**nFile Type:**  
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### **TITLE:**

Presentation of Manager's Recommended Budget for Fiscal Year 2014-15

**PURPOSE:** The purpose of this agenda item is to receive the Town Manager's Recommended FY 2014-15 Budget, set the time for a public hearing and budget work sessions.

**DEPARTMENT:** Town Manager

**CONTACT INFORMATION:** David L. Andrews, 918-7315 and Arche L. McAdoo, 918-7439

**INFORMATION:** By state law, the Town Manager is required to submit a recommended budget for FY 2014-15 and budget message to the Mayor and Board of Aldermen by June 1<sup>st</sup>. This recommended budget is to be made available for public inspection and the Board is required to hold a public hearing on it prior to adoption.

The recommended budget document is provided to the Board on the night of the presentation. Following the Manager's budget presentation, the date and time to hold a public hearing needs to be set. Attached is a resolution to set a public hearing for the budget on May 20, 2014 and a notice of public hearing to be published by the Town Clerk.

Also, the Board is requested to hold a budget work session immediately following presentation of the Manager's recommended budget, and June 3, 2014 if desired. Budget work sessions allow for an opportunity to develop a more thorough understanding of the budget recommendation. Department heads will be available at work sessions to answer questions.

**FISCAL & STAFF IMPACT:** N/A

**RECOMMENDATION:** That the Board accept the Manager's Recommended Budget for FY 2014-15 and adopt a resolution setting a public hearing on it for May 20, 2014 at 7:30 PM..

**A RESOLUTION TO SET PUBLIC HEARING ON THE MANAGER'S  
RECOMMENDED BUDGET FOR FY 2014-15**

WHEREAS, the Town Manager presented the FY 2014-15 Recommended Budget to the Board of Alderman on May 13, 2014; and,

WHEREAS, the Town is required by North Carolina General Statute 159-12(b) to hold a public hearing before adopting the budget ordinance;

NOW, THEREFORE, THE BOARD OF ALDERMEN OF THE TOWN OF CARRBORO HEREBY RESOLVES THAT,

The Board of Aldermen will hold a public hearing on Tuesday, May 20, 2014 at 7:30 p. m. in Town Hall Board Room to receive citizen comments on the Town of Carrboro Recommended Budget for 2014-15. Citizens are invited to make written or oral comments. Comments may be emailed to [cwilson@townofcarrboro.org](mailto:cwilson@townofcarrboro.org). The entire budget document may be viewed in the Town Clerk's Office Hall from 8:30 a.m. to 5:00 p.m. weekdays or on the Town website at [www.townofcarrboro.org](http://www.townofcarrboro.org).

## **NOTICE OF PUBLIC HEARING**

The Board of Aldermen will hold a public hearing on Tuesday, May 20, 2014 at 7:30 p. m. in Town Hall Board Room to receive citizen comments on the Town of Carrboro Recommended Budget for 2014-15. The budget is available for inspection in the Town Hall. Citizens are invited to make written or oral comments. Comments may be emailed to [cwilson@townofcarrboro.org](mailto:cwilson@townofcarrboro.org). The entire budget document may be viewed in the Town Clerk's Office from 8:30 a.m. to 5:00 p.m. weekdays or on the Town website at [www.townofcarrboro.org](http://www.townofcarrboro.org).

# Memorandum



**To:** Honorable Mayor and Board of Aldermen  
**From:** David Andrews, Town Manager  
**Date:** May 13, 2014  
**Re:** Budget Follow-Up Questions – Memorandum #1

Several questions, comments, and requests for additional information were made by Board members during our preliminary budget review meetings. This memo provides brief responses and background information regarding these various issues and concerns.

**Town Property Tax Revenues Associated with 300 E. Main**

The following is the property tax information regarding the 300 E. Main Street project that was requested by Board members.

Tax Year	Hotel	Parking	Total Valuation January 1st	Town Taxes Estimate
2011	\$3,686,700	\$865,815	\$4,552,515	\$26,833
2012	\$3,683,700	\$865,815	\$4,549,515	\$26,815
2013 *	\$5,121,100	\$708,000	\$5,829,100	\$34,357
2014	\$13,325,800	\$5,112,000	\$18,437,800	\$108,672

Notes:

\* 2013 Valuation based on partial completion of hotel and parking deck.

In March 2010 total property valuation was \$1.1 million. Estimated property valuation upon project completion was \$21.0 million. That amount would generate \$124,055 annually in tax revenues.

If office building is completed before end of 2014, it will be taxed at full value for fiscal year 2015-16.

**10 Year Property Tax History**

The following table provides a ten year history of the Town of Carrboro's property tax rates, assessed valuations and local property tax revenues.

<b>Fiscal Year</b>	<b>Tax Rate</b>	<b>Assessed Valuation</b>	<b>Taxes Levied</b>
FY 2003-04 (A)	0.6852	\$1,128,464,441	\$7,988,802
FY 2004-05 (A)	0.7148	\$1,152,569,042	\$8,479,108
FY 2005-06 (A)	0.6244	\$1,372,401,330	\$8,820,233
FY 2006-07 (A)	0.6244	\$1,596,838,299	\$9,892,881
FY 2007-08 (A)	0.6537	\$1,538,585,984	\$10,303,874
FY 2008-09 (A)	0.6863	\$1,581,966,677	\$11,167,691
FY 2009-10 (A)	0.5894	\$1,915,872,793	\$11,686,026
FY 2010-11 (A)	0.5894	\$1,939,126,061	\$11,792,820
FY 2011-12 (A)	0.5894	\$1,972,777,796	\$11,999,523
FY 2012-13 (A)	0.5894	\$2,003,172,468	\$11,754,299
FY 2013-14 (B)	0.5894	\$2,031,961,150	\$11,979,989
FY 2014-15 (B)	0.5894	\$2,033,220,055	\$12,166,764
(A) = Actual			
(B) = Budget			

Since FY 2003-04, between 97.97% and 98.90% of property taxes levied are collected within that tax year. Concurrently, between 99.42% and 99.92% of the levies have been collected.

**Intergovernmental Revenues**

The following is a detail breakdown of Intergovernmental Revenues as requested by the Board of Aldermen.

	2012-13	2013-14	2014-15	
<b>INTERGOVERNMENTAL REVENUES</b>	<b>ACTUAL</b>	<b>ADOPTED</b>	<b>RECOMMENDED</b>	<b>\$ CHANGE</b>
		<b>BUDGET</b>	<b>BUDGET</b>	
<b>UNRESTRICTED</b>				
FRANCHISE TAX-ELECTRIC	\$ 419,259	\$ 440,287	\$ 446,891	\$ 6,604
PIPED NATURAL GAS TAX	54,116	33,647	34,152	505
VIDEO SALES PROGRAMMING	198,390	174,884	173,136	(1,748)
WINE AND BEER	80,366	29,867	40,000	10,133
TELECOMMUNICATIONS SALES TAX	200,265	208,460	206,375	(2,085)
<b>TOTAL UNRESTRICTED</b>	<b>\$ 952,396</b>	<b>\$ 887,145</b>	<b>\$ 900,554</b>	<b>\$ 13,409</b>
<b>RESTRICTED</b>				
POWELL BILL	\$ 483,582	\$ 482,757	\$ 487,937	\$ 5,180
SOLID WASTE DISPOSAL TAX DIST.	11,212	10,538	10,538	-
PLANNING WORK GRANT	20,915	14,506	20,915	6,409
RECREATION-MUNICIPAL SUPP.	38,269	35,898	28,269	(7,629)
RECREATION - ARTS COMM GRANT		1,500	-	(1,500)
FIRE FIGHTERS GRANT		10,410	-	(10,410)
PEG CHANNEL SUPPORT	23,999	36,000	36,000	-
ABC BOARD GRANT	13,300	13,300	13,300	-
<b>TOTAL RESTRICTED</b>	<b>\$ 591,277</b>	<b>\$ 604,909</b>	<b>\$ 596,959</b>	<b>\$ (7,950)</b>
<b>TOTAL INTERGOVERNMENTAL</b>	<b>\$ 1,543,673</b>	<b>\$1,492,054</b>	<b>\$ 1,497,513</b>	<b>\$ 5,459</b>

**City of Durham COLA**

The Board inquired about the cost of living adjustment that the City of Durham is planning for FY 2014-15. Staff contacted City of Durham representatives who indicated that the city manager will be presenting this information to the Durham City Council on May 19 at which time that information will become public.

**Funding for Chapel Hill Transit**

The initial indication from Chapel Hill Transit was that a budget increase for FY 2014-15 from the current FY 2013-14 amount of \$1,396,423 would not be needed. The Town's Recommended Budget was prepared based on that assumption. However, the Transit Partners are currently reviewing several alternative scenarios that would require additional funding from the Town in an amount between \$40,000 (2.9%) and \$95,000 (6.8%). Staff is recommending that funding for FY 2014-15 be increased by \$76,000 as a contingency amount based on further deliberations by the Transit Partners.

**Street Resurfacing**

The Board requested a list of the names of the streets that will be resurfaced.

	<b>Length</b>	<b>PCR</b>
Roberson St. (Greensboro to Main St.)	0.17	46
Maple Ave. (Roberson to E. Carr St.)	0.02	46
E. Carr St. (Greensboro to Maple Ave)	0.11	52
Pine St. (Greensboro to Hillsborough Rd.)	0.32	56
Merritt St. (Oak Ave. to Lindsay St.)	0.05	62
Shelton St. (Greensboro to Hillsborough Rd.)	0.50	66
Lake Ridge Place (Lake Manor to end)	0.10	68
Williams St. (Greensboro to end)	0.15	72
Davie Rd. (Jones Ferry to W. Main)	0.59	73
Hanna St. (Greensboro to cul-de-sac)	0.23	74
Robert Hunt Dr.(Greensboro to Richard Dixon Ct.)	0.30	76
Stratford Dr. (Homestead to Autumn Dr.)	0.32	77
Lake Hogan Farm Rd.(Homestead to Commons Way)	0.42	77
Simpson St. (Main to Hillsborough)	0.41	79
Oak Ave. (W. Weaver to Greensboro St.)	0.59	84
Total Miles	4.28	

PCR is the acronym for pavement condition index; zero is the lowest possible rating and 100 is the highest possible rating.

**MLK Master Plan – Phase-in Approach**

The MLK Master Planning effort is in process. Several Board members asked if improvements could be phased in over time as contrasted to complete project construction in a single design and build effort. Construction and improvements can be phased in over time and phasing options will be included in the master plan.

**Orange County funding for free Internet Hotspots**

The Orange County Board of County Commissioners has discussed the possibility of providing funding for free internet hotspots around Orange County. The Town has made inquiries to Orange County to determine how and to whom those funds might be distributed.

Orange County provided the following response:

*During a BOCC CIP Budget Workshop on April 10, 2014 this subject was brought up by Commissioner Dorosin. Chair Jacobs, suggested before we move forward with any large scale project, he would like to see a strategic wireless plan. In the meantime, there seemed to be a consensus by the Board for staff to come up with budget numbers to help "bridge the digital divide."*

*Staff was instructed to return to the BOCC with the costs associated to do the following:*

*Buildings that already have public wireless for meeting rooms, etc... We would install antennas on the outside of those buildings to offer wireless in parking lots and any residential/commercial areas.*

*Price installing hotspots in every building the county owns.*

*Partner with the Town of Hillsborough to install wireless in the downtown area.*

*Price what it would take to bring the Internet to every home in the County via a wireless signal.*

**Town Provision of “Loaner” Tennis Racquets, Balls, and Related Equipment**

The Board asked if it would be possible for the Town to provide “loaner” racquets, balls, and related equipment to kids and adults who might be interested in playing tennis but don’t have or cannot afford the equipment. The Recreation and Parks Department has indicated that they will look into purchasing tennis equipment and the creation of a program similar to the Town of Carrboro’s Fishing Loaner Program.

**Advisory Board Training and Community Outreach**

Funding is included in the FY 2104-15 Town Budget for advisory boards. Staff has indicated that each advisory board is allocated a certain amount of funding per year. These funds haven’t been depleted in the past. The allocated funding could be used for training and community outreach or other possible uses.

**Tuition Assistance Program**

The Board asked if it would be possible for staff to explore the possibility of partnering with Durham Tech as part of the Town of Carrboro’s Tuition Assistance Program. The Human Resources Director has indicated she will discuss possible partnering opportunities with Durham Tech during next fiscal year.

We also want to partner with UNC Hospital, Chapel Hill, Orange County, and Carrboro Family Practice regarding possible Wellness Initiatives.

**Orange County Critical Housing Repair Fund**

The Planning Director spoke with Orange County Interim Housing Director James Davis and learned that Orange County does have an Urgent Repair Fund, which is used for small projects (up to \$5000) for selected populations in the county (e.g. elderly residents, residents with disabilities). The Orange County Housing Department has been revising some of its information on this program and all the

program information is not yet available. Staff expects to have a more complete picture (e.g. specific definitions of populations served by the funds, the amount budgeted in the current and upcoming fiscal year) within the next few weeks.

**Privilege License Tax Revenues History**

The following table provides a recent history for the privilege license tax.

<b>Fiscal Year</b>	<b>Revenue</b>
FY 2007-08	\$76,070
FY 2008-09	\$82,964
FY 2009-10	\$72,117
FY 2010-11	\$82,617
FY 2011-12	\$84,822
FY 2012-13	\$101,291

**Outstanding Items**

In addition to these issues, Board members also inquired about Bolin Creek Invertebrate Monitoring and requested a 10 year history of the results of the monitoring as well as erosion concerns. Staff will follow up with the Board as soon as that information is compiled and assessed.

Please give Arche or me a call if you have any questions or need additional information.

**Copy: Department Directors**



# Town of Carrboro

Town Hall  
301 W. Main St.  
Carrboro, NC 27510

## Agenda Item Abstract

**File Number:** 14-0159

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**Agenda Date: Version:** 1  
5/13/2014

**Status:**  
Agenda

**n Control:**  
Board of Ald

Ready   
**nFile Type:**  
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### **TITLE:**

Work Session on NCNGN-AT&T Master Network Development Agreement

**PURPOSE:** The purpose of this item is for the Board of Aldermen to receive an overview of the North Carolina Next Generation (NCNGN) Master Network Development Agreement with AT&T for further discussion.

**DEPARTMENT:** MO-IT

**CONTACT INFORMATION:** Andy Vogel, 919-918-7305

**INFORMATION:** North Carolina Next Generation Network (NCNGN) represents a regional effort by six municipalities (Cities and Towns of Carrboro, Chapel Hill, Cary, Durham, Raleigh and Winston-Salem) and four universities (UNC Chapel Hill, North Carolina State University, Duke University, and Wake Forest University/Wake Forest Baptist Medical Center) to work with current and potential network service providers to enhance economic and educational development and address the digital divide by accelerating the deployment of ultra-high-speed broadband network and internet access. The Towns of Carrboro, Chapel Hill and the University of North Carolina have worked closely in support of these efforts.

NCNGN, through the Triangle J Council of Governments, issued a Request for Proposal (RFP) in February 2013 inviting vendors to submit proposals to develop a next-generation ultra-high-speed broadband network. Eight responses to the RFP were received and evaluated by NCNGN subcommittees. AT&T was one of the respondents to the NCNGN RFP.

Negotiations between NCNGN, on behalf of the municipalities and universities, and AT&T have resulted in a Master Network Development Agreement. AT&T is proposing a demand based network build out, in the NCNGN communities that will be able to deliver speeds up to 1 gigabit per second, TV and voice services through AT&T U-verse with GigaPower.

AT&T has also offered the potential for community benefits that could address some digital inclusion goals expressed by the Town of Carrboro and other NCNGN communities, as well as a potential for economic development.

Potential community benefits across all six communities include:

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**Agenda Date: Version: 1**  
5/13/2014

**Status:**  
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Ready   
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**n Control:**  
Board of Ald

- 
- Provide free broadband of up to 3 mbps to residents of up to 10 qualified affordable housing apartment complexes serving low-income households in the NCNGN area;
  - Provide free AT&T U-verse with GigaPower at up to 100 community broadband sites selected by NCNGN;
  - Provide options for public Wi-Fi hotspots; and
  - Deploy an all-fiber network at up to 100 business buildings.

Generally, higher broadband connection speeds can open up new possibilities for job creation by technology innovators and businesses, as well as new opportunities for consumers who want faster speeds for surfing, shopping, business, gaming, and networking. High speed broadband can also improve educational opportunities and expand access to educational resources. The General Assembly of North Carolina House Bill 44 (H44 S.L. 2013-12) - Transition to Digital Learning in Schools is a specific example of this need for high speed broadband connectivity in NC communities.

At this evenings meeting, representatives from NCNGN - Elise Kohn, Senior Advisor & NCNGN Program Director, AT&T - Walter Wells, Project/Program Management - Community Outreach and UNC Chapel Hill - Stan Waddell, Assistant Vice Chancellor for Infrastructure and Operations and Communication Technologies and Chief Technology Officer, will discuss these efforts with the Board of Aldermen and be available to answer questions.

This is a work session item for discussion and no action is required by the Board of Aldermen, but this item could be brought back to the Board for consideration as early as May 20<sup>th</sup>, 2014.

The Master Network Development Agreement has been included as Attachment A. The agreement in no way grants exclusivity to AT&T in the Town of Carrboro.

### **FISCAL & STAFF IMPACT:**

- AT&T is asking that the Town of Carrboro designate staff to facilitate coordination between AT&T, the Town and Town Departments and other NCNGN Participants; and
- Streamline permitting and inspection processes and applications; and
- Provide best efforts to allow AT&T access to Town rights-of-way and utility easements upon request; and
- Develop and implement community education program regarding benefits of high-speed network and services; and
- Continue existing non-discriminatory policies to treat all broadband Internet service providers in a competitively neutral manner; and
- Consider AT&T for future communications services, subject to applicable procurement laws and regulations.

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**Agenda Date: Version: 1**  
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**n Control:**  
Board of Ald

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**RECOMMENDATION:** That the Board receive the overview and discuss the NCNGN-AT&T Master Network Development Agreement

## MASTER NETWORK DEVELOPMENT AGREEMENT

This Master Network Development Agreement (the “Agreement”) is hereby entered into by and between the City [or Town] of \_\_\_\_\_, a municipal corporation duly formed under North Carolina law (“City”) [or “Town”], and AT&T \_\_\_\_\_, a \_\_\_\_\_ corporation formed under \_\_\_\_\_ law (“AT&T”).

### RECITALS

WHEREAS, to foster innovation, stimulate economic growth and expand the availability of state-of-the-art communications services for City residents and businesses, the City is soliciting private investment in the “next generation” fiber-based communications networks, capable of delivering services with service capability speeds up to 1 Gigabit per second in its jurisdiction and surrounding areas; and

WHEREAS, along with five other local municipalities and four universities (“NCNGN Participants”), the City is participating in the “North Carolina Next Generation Networks” (“NCNGN”) initiative, a cooperative effort to solicit deployment of such ultra-high speed fiber-based communication networks in local markets and involving Carrboro, Cary, Chapel Hill, Durham, Raleigh and Winston-Salem; and

WHEREAS, AT&T is an international communications service company that has a significant presence in North Carolina, where it employs thousands on an annual payroll measured in the hundreds of millions of dollars, and in the City; and

WHEREAS, AT&T has announced its plans to build such “next generation” fiber-based networks in markets in the United States where it is attractive to do so; and

WHEREAS, AT&T desires to deploy and operate a fiber-based network in the City’s jurisdiction to meet the standards of such an ultra-high speed network, and to thereby make a long-term commitment in the local market and use that network to provide industry-leading broadband Internet access, video programming, voice and other communications services to residential, business and governmental customers; and

WHEREAS, AT&T believes it is well-positioned to deploy such a fiber-based network to provide services to the citizens of the City, given it has already deployed fiber-to-the-premises in some municipalities of North Carolina and operates one of the largest Tier 1 Internet backbones globally; and

WHEREAS, this Agreement is accordingly intended to establish the framework under which AT&T will construct and deploy the “next generation” fiber-based network in the City, pursuant to all applicable local and other legal requirements, and also sets forth the parties’ roles and responsibilities for communicating to the public about the availability and benefits of having such an ultra-high speed network in the community; and

WHEREAS, this Agreement applies to upgrades and extensions of AT&T’s fiber-based network as well as other services described herein;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be bound, hereby enter this Agreement as set forth below:

**1. Design and Construction of the Network.**

**1.1 Network Description.** AT&T shall complete all necessary design work, and deploy and operate a fiber-based network that provides residential and business end-users with advertised broadband internet speeds of up to 1 Gigabit per second to customer locations chosen by AT&T within the corporate limits of the City (the “Network”), which may include any additional areas annexed by the City after the Effective Date (“Market Area”). The “Effective Date” is the date that this Agreement is last signed by either the City or AT&T. AT&T may host the fiber infrastructure electronics in its existing central offices and in cabinets in rights of ways (“ROWS”), which may house remote optical line terminals (“OLTs”), and provide or secure power to operate equipment for the Network to be located in public spaces, other than mutually agreed to exception equipment identified in Exhibit A (“Exception Equipment”), which list may be updated from time to time by written agreement of the parties. AT&T intends to utilize the Network primarily for commercial purposes to sell and provide various broadband Internet access, video programming, voice and other communication and entertainment services (“Services”) to consumers and businesses within the service area where the AT&T Network is deployed as determined solely by AT&T (“Service Area”), consistent with all applicable federal and state laws and regulations.

**1.2 Anticipated Investment.** AT&T will bear the costs for deployment of the Network, including design, engineering, construction, equipment and insurance. AT&T will also bear reasonable and customary costs of maintenance of the Network.

**1.3 Network Construction.** AT&T will deploy and, as it deems necessary in its sole discretion to construct the Network, said construction to be in compliance with all applicable local and other regulatory and permitting requirements and processes. As determined by AT&T, traditional infrastructure used for wireless and wireline network deployment shall be used, including, but not limited to, conduit, fiber, poles, rack space, nodes, buildings, facilities, central office locations and available land. As necessary, AT&T intends to use various construction techniques, which may include, but are not limited to, the following: (i) traditional open trench or boring; (ii) slot cut micro-trenching or trenching and boring; (iii) fiber attached to buildings or aerial structures; and (iv) installation of fibers within existing utility infrastructure. Construction and other work related to the Network may be completed by independent contractors and representatives engaged by AT&T. If so, AT&T’s agreements with the City will include customary provisions regarding AT&T being responsible for all negligent or intentionally wrongful acts or omissions of its independent contractors that occur in the City’s rights-of-way (“ROWS”) or on other City property or infrastructure when performing work on behalf of AT&T, or to the extent stricter standards exist within any applicable ordinance, in compliance with the City’s ordinances, policies and procedures.

## **1.4 Network Deployment.**

**1.4.1 Schedule.** The Network will be deployed and Services made available by AT&T in neighborhoods in which demand is expected to compensate AT&T fully for the cost to deploy and construct the Network. AT&T intends to define geographical areas (“Distribution Areas”) within the Market Area based on its network design and construction plans. Following analysis of the cost to build and deploy the Network and expected market demand, AT&T will identify the specific Distribution Areas where the Network will be deployed and the schedule of such deployment to residents within such areas. AT&T intends to provide potential customers an opportunity to express their interest to provide an early indication of where demand is greatest. This first phase of construction is expected to take one to two years to complete from the Effective Date. AT&T will provide Services in such areas (“Service Area”) to new or existing customers via the Network on an ongoing as-requested basis, for customers who satisfy and agree to customer terms and conditions for the Services. AT&T will also provide ad hoc updates from time to time upon request concerning, among other matters, demand thresholds required for residential neighborhoods, efforts to assess and increase demand, and deployment status.

**1.4.2 Promotional Programs.** To educate the public regarding deployment of the Network and its benefits, AT&T will sponsor promotional programs throughout the Market Area. Examples of such promotional activities may include block parties, outdoor concerts featuring local bands, other AT&T-sponsored events to address community needs, and academic contests and/or science fairs.

## **2. Gigabit Broadband Service to Community Centers or other Public Facilities.**

**2.1.1 Community Broadband Services.** As described more fully below, AT&T will provide a limited number of sites with community broadband Internet access service for identified public sites, as designated under the provisions of this Agreement, (“Community Sites”) in Distribution Areas where AT&T deploys the Network (“Community Broadband Service”). Community Broadband Service is Internet access service at up to 1 Gigabit per second speed provided primarily for use by the public. The Community Broadband Service will be substantially the same as those gigabit broadband services to be provided to AT&T’s residential customers. The Community Broadband Service is not intended for and should not be used for any emergency or mission critical services or functions. Community Broadband Service does not include any other services, including but not limited to telephone or television and shall not be used to support any commercial service offerings or operations provided to third parties for a fee or other valuable consideration (e.g., web-hosting or other online business, Wi-Fi service, etc.). Community Sites shall be agreed to by the parties and shall be public or non-profit facilities that provide access and services directly to citizens (e.g. civic buildings, recreations centers, or non-profits offering digital literacy or community technology access. The parties further agree that Community Sites may include public and non-profit incubators, but do not include schools and libraries unless such schools and libraries can be connected consistent with E-rate rules and regulations. AT&T agrees to provide Community Broadband Service at up to one hundred (100) geographically distributed (not more than one site per neighborhood) Community Sites across all six municipalities participating in the NCNGN initiative.

Accordingly, City and AT&T can agree on a Community Site only if the location/facility is one that the NCNGN cities collectively identified as one of the 100 Community Sites across all NCNGN cities. The parties agree to identify candidates for the 100 Community Sites within 120 days of the effective date of the last agreement signed with an NCNGN municipality or October 1, 2014, whichever comes first. During the Service Term (as defined in paragraph 2.1.2 below), and within the Service Area, AT&T will make Community Broadband Service available subject to AT&T's standard terms and conditions, which shall be substantially similar to AT&T's standard residential Internet access service terms and conditions and with respect to City-owned sites to the extent such terms and conditions may be reasonably expected of a North Carolina municipality and do not conflict with applicable legal requirements of the City, as well as subject to the conditions and requirements set forth in Section 2.1.2 below.

**2.1.2 Terms of Community Broadband Services.** Provided the City or a third party shall pay the initial network connection cost, which AT&T agrees shall typically be approximately \$300-\$500 per Public Site that is in the Service Area but could be substantially higher for a given site, AT&T shall provide Community Broadband Service at no additional monthly recurring charge to the City for the Service Term. AT&T, not the City, shall determine whether such service is being used in compliance with this Agreement. Once Community Broadband Services is installed at a Public Site, it shall be provided, per Public Site, for a term of seven (7) years from when the Community Broadband Services are first provided to the Public Site, including any extensions agreed upon (the "Service Term"), unless this Agreement is terminated earlier due to a default pursuant to paragraph 8.2.1 of this Agreement or the City fails to comply with the terms and conditions of this Agreement or AT&T's standard terms and conditions for such service to the extent such standard terms and conditions may be reasonably expected of a North Carolina municipality and do not conflict with applicable legal requirement of the City. In the event AT&T determines at any time that continued delivery of Community Broadband Service to any Public Site located in the Service Area is no longer feasible for any reason, as determined by AT&T, AT&T shall notify the City and the parties shall meet and attempt in good faith to identify a mutually satisfactory solution, such as AT&T delivering Community Broadband Service to another mutually agreed alternative Public Site in the Service Area, so long as that Public Site is geographic distributed from other identified Public Sites. AT&T agrees to begin to provide Community Broadband Services as soon as reasonably practicable following the time when AT&T completes deployment of the Network in the Distribution Area where a selected and mutually agreed to Public Site is located.

**2.1.3 Public Wi-Fi Hotspots.** Concurrent with or following completion of the Network, AT&T may choose to design, construct, install, and operate a Wi-Fi network within limited sections of the Market Area, which may be used for public Wi-Fi access and for commercial purposes. The City agrees to meet with AT&T and reasonably consider deploying AT&T's Wi-Fi network solution at agreed upon public sites and upon terms and conditions mutually agreed upon by the parties. The City acknowledges that those terms may require that the City pay construction and make-ready costs for any Wi-Fi hotspots that will be used to provide complimentary Wi-Fi to all members of the public (subject to users agreeing to customary terms and conditions). AT&T agrees that any construction and make-ready costs expected to be paid by the City will be limited to the provision of sufficient commercial power to the site and any pole, strand, traffic light, building, or City-owned or controlled fixture

attachment costs. The City further acknowledges that AT&T may negotiate a cost-sharing arrangement with the City for ongoing operations and maintenance costs in exchange for AT&T's agreement to provide this service without charge to members of the public even if AT&T monetizes the service via value exchange access models or through other means. The City acknowledges that AT&T will be the exclusive provider of public Wi-Fi in the agreed upon public sites. Any provision of Wi-Fi service by the City (or its contractors) to patrons of City facilities, such as entertainment venues or convention facilities, are not considered "public Wi-Fi" for purposes of this subsection. AT&T may also provide public Wi-Fi at such locations, with the City's consent, but shall have no obligation to do so. For the purpose of providing the best available user experience, if AT&T offers public Wi-Fi as contemplated in this paragraph at locations described within this subsection (other than for locations with wireless internet already provided by the City or its contractors), the City will include a radio frequency management policy in easements and licenses for City property to third parties providing Wi-Fi in those locations under any license, lease, or other agreement between the City and such third parties.

The City agrees and acknowledges that, at the sole discretion of AT&T, the public Wi-Fi service provided under this Agreement may be branded by AT&T and end users will be subject to AT&T's standard Terms of Service and Privacy Policy applicable to such service.

The City agrees and acknowledges that AT&T may decide not to deploy the Wi-Fi network. AT&T agrees and acknowledges that the City may decide not to pay construction and make-ready costs or negotiate a cost-sharing arrangement with AT&T if the City chooses instead (a) to deploy its own free public Wi-Fi network solution (b) to enter an agreement with another vendor willing to deploy a Wi-Fi network solution at public sites upon terms and conditions that the City considers favorable, or (c) to decide not to participate in the Wi-Fi network.

**3. Broadband Service to Multi-Dwelling Residential Units.** AT&T will use commercially reasonable efforts to ensure that free broadband internet service at 3 Megabits per second is provided to the residents in up to 10 qualified affordable housing apartment complexes (hereinafter called Multiple Dwelling Units – "MDUs") serving low-income households as set forth in this Section of the Agreement (a) across all six communities participating in the NCNGN initiative (the university NCNGN Participants shall not be eligible for any MDUs under this Agreement) and (b) distributed geographically in proportion to the NCNGN Participants' population among the eligible MDUs. For an MDU to qualify for this free service: (i) the property owner, to the extent permitted by law, will have to sign an exclusive marketing contract with AT&T with no fees owed to the property owner by AT&T and no fees, including installation fees, charged to any tenant for the free service, (ii) the MDUs must have 45-300 Living Units, unless some exception is agreed to by AT&T, (iii) the MDU is considered "affordable housing" because it is owned or operated and managed by a local public housing authority (or an affiliate) or because a significant number of the Living Units within the MDU are subject to low-income occupancy thresholds, rent restrictions, or affordability covenants associated with certain Federal, State, or local programs designed to increase the supply of affordable housing units, (iv) the inside wiring at the MDU is of sufficient quality to support delivery of broadband and TV service and compatible with AT&T technology, and (v) the MDU is located in the U-verse TV footprint, which AT&T shall solely determine. For the avoidance of

doubt, if there are not 10 qualifying MDUs across the six communities participating in the NCNGN initiative, then AT&T shall not be required to provide the service at other MDUs. This free service will be available at each participating MDU for five (5) years, plus any agreed upon extensions, running from the date the parties agree that an MDU will be covered by this provision and service is available at the MDU, unless this Agreement is terminated earlier due to a default pursuant to paragraph 8.2.1 of this Agreement, or the City fails to comply with the terms and conditions of this Agreement or the MDU fails to comply with commercially reasonable terms and conditions for service at the MDU. AT&T may cease providing the free service if the MDU ceases to be considered “affordable housing” at any time during the 5 year period or any agreed upon extension. AT&T agrees to work with the City, or its designee, to ensure that all qualifying MDU owners are aware of this offering and have an equal opportunity to apply to the program, on a timeline agreed to by AT&T and the City, or its designee, by indicating the MDU owner’s willingness to waive fees that might otherwise be charged to AT&T and to enter, to the extent permitted by law, into an exclusive marketing agreement with AT&T. If the number of applications from owners of qualifying MDUs exceeds the allocation of the City, AT&T will determine in its discretion which MDUs to connect within the City. Any users of the service at the MDUs must agree to AT&T’s standard terms and conditions for such service.

**4. Small and Medium Business Program.** AT&T agrees to pre-provision, in advance of any customer orders, fiber and electronics (“Fiber”) to up to 100 business buildings throughout the NCNGN municipalities, in a manner consistent with all applicable local and other laws, codes or policies. The City, or a designee of the City, will nominate locations for this pre-provisioning in consultation with AT&T, although it shall be AT&T’s sole decision whether to deploy Fiber to the location, including consideration of whether AT&T is able to seek customer orders at those buildings. If AT&T decides not to pre-provision a building nominated by the City, AT&T shall provide the City, or its designee (if applicable), the reasons for such decision (for example, insufficient customer demand, cost too high, etc.). For any identified business buildings where Fiber is to be deployed, AT&T and the City or its designee will work together to contact property owners about this program and will require point of entry for operational access. If the City does not nominate locations for this pre-provisioning within 120 days of the signing of this agreement, then AT&T may determine the sites to pre-provision in its discretion.

**5. Community Engagement.** The City will work with AT&T and other NCNGN municipalities and universities in developing digital literacy and training programs for low-income residents living in the City.

**6. City Support and Commitments.**

**6.1 Project Liaison and Contacts.** The City shall designate staff that will facilitate communications between AT&T and City staff and officials, and will coordinate between municipal departments as well as other NCNGN Participants regarding the project.

**6.2 Future Service.** The City will consider AT&T for future communications services including high speed data, voice, Internet access and cellular, subject to applicable procurement laws and regulations.

### **6.3 Permit Processing and Inspections.**

**6.3.1 Permit Processing.** Parties will use their best efforts to conduct, within 30 days after this Agreement is signed and prior to construction of the Network, a pre-construction conference to review and to plan for the construction to be undertaken by AT&T. The City will provide diligent and expeditious review and determinations of all applications for permits submitted by AT&T and will attempt, based on the nature and size of the work being permitted and any applicable legal requirements (including need for governing board approval), to approve or respond within one week from the date of the submission of the request, in connection with constructing and deploying the Network, including requests for any approvals necessary for construction, maintenance or other work within City's ROWs and easements or related to access to City's assets or infrastructure, all in accordance with all applicable regulations and ordinances and the City's standard processes and practices generally made available to all third parties. The City will accept electronic submission of documents to expedite approvals.

**6.3.2 Inspections.** In order to facilitate and ensure continuity and efficiency of inspections, the City will designate inspectors and supervisors with the collective authority to inspect all construction for the Network, maintenance and related work in connection with each applicable permit to be issued by the City to AT&T. The City will ensure that all such inspections are completed in an expeditious manner in accordance with applicable ordinances and the City's processes and practices made available to all third parties.

**6.3.3 Street Cuts.** Pursuant to the City's applicable code and policies, and if street cuts are permitted, AT&T shall be expected to repair only the street cuts that it, its agents, or subcontractors make in constructing, deploying or maintaining the Network.

**6.4 Access to Rights-of-Way for Construction and Maintenance of Facilities.** AT&T intends to access City ROWs and City-owned utility easements to the extent such ROWs and easements are available under the law and applicable easements, access will not overburden the easement, there is available capacity to allow for access, and they are determined by the parties as reasonably necessary or desirable for the Network. The City in its sole discretion will determine whether its utility easements permit or otherwise authorize the City to allow AT&T to have access to city utility easements. The City will use its best efforts to make the City ROWs and utility easements available to AT&T upon request, and upon entry or amendment to an appropriate encroachment or similar agreement, in order to allow AT&T and its contractors access to and to perform construction and other work related to the Network, and for maintaining such facilities in the City ROWs and easements. Such access will be provided in accordance with all applicable regulations and ordinances and the City's standard processes and practices generally made available to all third parties. If requested, the City shall also cooperate with AT&T's efforts to gain access to rights-of-way owned and controlled by the N.C. Department of Transportation or other third-parties.

**6.5 Access to Town Facilities and Infrastructure.** To the extent AT&T requires space on premises owned by the City for purposes of constructing, deploying and maintaining equipment or other components of the Network, the City will, subject to applicable legal

requirements, license AT&T to utilize such space for those purposes at rates or fees and other terms no less favorable than those granted to any other similar commercial service provider, provided that: (i) the City believes it has the space available and (ii) AT&T's equipment or other facilities will not interfere with the City's operations. Provided the City determines that space is available and no interference with the City's operations will result, the City will also, subject to the satisfaction of any applicable legal requirements, grant AT&T access to City-owned infrastructure that could be used for deployment of wireless or wireline components of the Network including, but not limited to, traffic signal poles, mast arms, and light poles. On or after the Effective Date, the parties shall enter into various agreements as applicable to provide for such licenses or attachment rights to AT&T, including license and structure agreements which will be negotiated by the parties.

**6.6 Community Education Program/Public Outreach.** Consistent with its public information office's policies and procedures, the City will develop and implement an informational program for community residents and businesses with respect to the benefits of Network and Services enabled by the Network. This program may include direct mailings, meetings, and/or other initiatives focused on informing the public about the benefits of gigabit networks.

**6.7 Map Data and Valid Address Data.** AT&T will require certain map data and address data in order to begin and complete construction and deployment of the Network. The City agrees to promptly provide AT&T with publicly available map and address information in the City's possession, and such other similar publicly available information reasonably requested by AT&T from time to time ("Map and Address Data"), provided, however, the Map and Address Data shall not in any event include resident names or other personally identifiable information, and the City makes no representation regarding the accuracy of such data.

**6.8 The City's Communication Needs.** During and after the Service Term, the City may negotiate individual commitments to purchase Services from AT&T for the City's business and operational needs.

**6.9 Non-Discriminatory Practices.** As to its non-discriminatory practices concerning the Network during the Term of the Agreement and as permitted under applicable law, it is the City's policy to treat broadband Internet service providers in the Market Area, including AT&T, in a competitively neutral and non-discriminatory way as to benefits, concessions, accommodations, and other rights that the City extends to providers of comparable broadband Internet services, depending on their availability and the similarity of services involved. If the City extends a better benefit, concession, accommodation or other right to another broadband Internet service provider in the Market Area providing services equivalent to the Network during the Term of this Agreement, the City will prospectively extend such right to AT&T subject to governing board approval if such governing board approval is required by any applicable law, regulation or policy. This provision does not abrogate existing contracts between the parties, and such agreements shall remain in full force and effect. This provision shall not reduce AT&T's obligations under Paragraphs 2-4 above.

**6.10 Project Announcement.** The parties will cooperate on one or more joint publicity and public relations initiatives related to the announcement of construction of the Network (the “Public Announcement”). Without limiting the terms and conditions outlined in Section 9 of this Agreement, neither party shall, prior to any such public announcements, issue any press releases or make any official public announcements related to the Network or the terms and conditions or existence of this Agreement without the other party’s prior written consent. For purposes of this provision, references related to the Network in agendas or similar documents do not constitute public announcements nor shall any releases of information in response to requests for public information under any applicable public records inspection requirements.

**7. Effective Date, Term and Termination.**

**7.1 Initial Term and Renewal.** The term of this Agreement shall begin on the date the Agreement is last executed by either the City or AT&T, and shall expire at the end of AT&T’s obligations under Sections 2 and 3 of this Agreement as applied to the City or nine (9) years from the Effective Date, whichever occurs first, unless earlier terminated in accordance with the terms of this Agreement or renewed by mutual written agreement of the parties. For the avoidance of doubt, the expiration periods for the obligations on AT&T under Sections 2 and 3 are separate and expiration (or non-expiration) of one does not impact the other.

**7.2 Termination.**

**7.2.1 Default.** Either party may terminate this Agreement due to a Default (as defined below) by the other party by providing written notice to the defaulting party, provide that (i) such Default is incapable of remedy; or (ii) such Default is capable of remedy and the defaulting party fails to remedy such Default within thirty (30) days of receipt of notice from the other party. A party will be in Default under this Agreement if (i) such party materially breaches a term or provision of this Agreement; (ii) such party becomes insolvent or ceases to operate as a going concern; (iii) a petition under any of the bankruptcy laws is filed by or against such party and, if involuntary, is not dismissed within sixty (60) days after it is filed; (iv) such party makes a general assignment for the benefit of creditors; (v) a receiver, whether temporary or permanent, is appointed for the property of such party or any part thereof; or (vi) AT&T fails to provide any Network services to City residential end-users within two years of the Agreement’s execution.

**7.2.2 Survival.** The provisions in Paragraph 9 of this Agreement shall survive and remain in effect after this Agreement is terminated as do AT&T’s obligations under Sections 2 and 3 to the extent sites are connected but the terms of service have not concluded. Also, any encroachment, license, attachment or other agreements that the parties enter into pursuant to this Agreement will remain in effect and shall expire by their own terms.

**8. Confidentiality.**

**8.1.1 Confidential Documents.** “Confidential Documents” as used in this Agreement shall mean any and all records or other documents, whether stored or exchanged by the parties in hard copy or electronically, that contain information that are designated by either party as Confidential Documents and qualify as “trade secrets” as defined in G.S. 66-152(3).

Such documents may include, but is not limited to, business plans, business forecasts, research, financial information, customer lists, sales and merchandising efforts, marketing plans, design or engineering details and specifications

Documents shall in no event qualify as Confidential Documents if: (i) their relevant contents are publicly available prior to this Agreement or becomes publicly available without a breach by the receiving party; (ii) they are subject to inspection under the public records laws of the State of North Carolina and not within an exception to disclosure, (iii) rightfully received by the receiving party from third parties without accompanying confidentiality obligations; (iv) already in the receiving party's possession and was lawfully received from sources other than the disclosing party; (iv) independently developed by the receiving party; or (vi) approved by the disclosing party for release.

**8.1.2 Duties Regarding Confidential Documents.** Through the term of this Agreement, and in order to achieve the objectives of this Agreement, one party may have to provide the other with access to documents it considers to be Confidential Documents. In such case, documents shall be treated as confidential pursuant to this subparagraph if: (i) they in fact qualify as Confidential Documents under subparagraph 9.1.1 above, (ii) the disclosing party communicates in writing to the other party that it considers the information to be Confidential before, or at the time of the disclosure, and (iii) the documents are prominently labeled as confidential by the disclosing party at submission to the other party. In such event, the party which receives any Confidential Documents from the other party agrees to treat the same as confidential and shall not divulge, directly or indirectly, to any other person, firm, corporation, association or entity, for any purpose whatsoever, such documents, without the prior written consent of the disclosing party, except as required by law and except as provided in the paragraph below. The receiving party may, however, disclose Confidential Documents to its employees, agents and contractors on a need-to-know basis.

**8.1.3** If the City receives a public records request to produce documents which AT&T has labeled "confidential," "trade secret" or another equivalent designation, the City shall make an initial determination as to whether the Confidential Documents, in whole or in part, are subject to public inspection and promptly notify AT&T of such initial determination. Within ten (10) calendar days of the receipt of such notice, AT&T must notify the City whether it agrees with the City's initial determination and, if not, notify the City in writing which Confidential Documents, or parts thereof, are not subject to public inspection. The City will then make a final determination as to whether the Confidential Documents, or parts thereof, are subject to public inspection under applicable laws and will promptly notify AT&T of its final determination. The City will allow AT&T, if it disagrees with the final determination, three (3) calendar days after notice to obtain injunctive relief to prevent disclosure of the subject information before the City releases the information. If such justification is not provided with the notice to withhold materials, AT&T acknowledges that the notice shall be void and deemed of no effect and that the City may release the information without any resulting liability to AT&T. Further, if AT&T does not seek appropriate injunctive or other judicial action or relief to prevent the disclosure of the materials within this three (3) calendar day period, the City may release the information pursuant to the public records request without any resulting liability to AT&T. Nothing in this Agreement shall prevent a party from disclosing Confidential Documents received from the other

party if such disclosure is required by a court of competent jurisdiction or otherwise required by law. Finally, if the City decides not to release information that it deems to be entitled to an exception from any applicable public records laws (including if due to AT&T's seeking injunctive relief), then AT&T shall indemnify and hold the City harmless from all attorneys' fees and other costs associated with such decision.

Upon termination of this Agreement for any reason, each party agrees, to the extent permitted by law, to promptly deliver to the other party all Confidential Documents of the other party then in such party's possession.

## **9. Representations and Warranties; Limitation of Liability.**

**9.1 Representations.** Each party represents that (i) it has the requisite right and authority to enter into this Agreement; (ii) this Agreement has been duly authorized, executed, and delivered and constitutes a valid and binding obligation enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, moratorium, and other laws of general application affecting the enforcement of creditors' rights; (iii) and that entering into or performing its obligations under this Agreement shall not breach or contravene any obligation to any third party. The parties each agree to comply with all applicable laws and regulations and City policies as they may be amended from time-to-time. For purposes hereof, the term "applicable laws and regulations" means any applicable constitution, statute, rule, regulation, ordinance, order, directive, code, interpretation, judgment, decree, injunction, writ, determination, award, permit, license, authorization, directive, requirement or decision of or agreement with or by the appropriate government authorities and all amendments thereto from time to time.

### **9.2 Limitation of Liabilities.**

**IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY OTHER PERSON OR ENTITY UNDER THE TERMS OF THIS AGREEMENT, OR ANY AGREEMENT ENTERED PURSUANT TO THIS MASTER AGREEMENT, FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, RELIANCE, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE WHATSOEVER, INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS, LOST REVENUES, LOST SAVINGS, OR HARM TO BUSINESS. EACH PARTY HEREBY RELEASES THE OTHER PARTY, ITS SUBSIDIARIES, PARENT COMPANIES AND AFFILIATES, AND THEIR RESPECTIVE TRUSTEES, OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES, AND AGENTS, FROM ANY SUCH CLAIM.**

**10. General Terms.**

**10.1 Independent Contractors.** The parties are independent contractors. Nothing in this Agreement creates or implies, or shall be construed to create or imply, any agency, association, partnership, or joint venture between the parties.

**10.2 No License or Franchise.** The parties acknowledge and agree that this Agreement is not a grant of any license, easement, or franchise by the City to AT&T, and that AT&T is not required to obtain a franchise from the City to offer the Services because of the terms and conditions of this Agreement.

**10.3 Reservation of Police Powers.** This Agreement does not alter the terms or conditions of any approval, permit or decision granted or made by the City, nor does it affect the general police powers of the City and does not relieve AT&T of any obligations under the City laws, policies, or regulations and does not constitute an approval, permit or decision by the City. Nothing in this Agreement shall be construed to bind, estop, direct, limit, or impair the future regulatory, legislative, or governmental discretion of the City in a manner not permitted by law.

**10.4 No Exclusivity.** Except as expressly stated otherwise in this Agreement, nothing in the Agreement shall be construed as precluding the City from entering into similar agreements with any other Services provider or precluding any such party from providing Services in the Market Area.

**10.5 No Third-Party Beneficiaries.** There are no third-party beneficiaries to this Agreement.

**10.6 Governing Law and Jurisdiction.** This Agreement and any action related to this Agreement will be governed by the laws of the State of North Carolina, excluding that body of law controlling conflict of laws and any application of the United Nations Convention on the International Sale of Goods. Any action, hearing, suit or proceeding arising out of or relating to this Agreement must be brought in the courts of the State of North Carolina, \_\_\_\_\_ County, or if it has or can acquire jurisdiction, in the United States District Court for the \_\_\_\_\_ District of North Carolina. Each of the parties to this Agreement irrevocably submits to the exclusive jurisdiction of each such court in any such proceeding and waives any objection it may now have or hereafter have to venue or to convenience of forum. The parties agree that it is their mutual intent that this Agreement conforms to applicable local, state, and federal law regulating the covenants and obligations contained in this Agreement.

**10.7 Dispute Resolution.** Except as otherwise specifically provided in this Agreement, all disputes, disagreement, or controversies arising in connection with this Agreement will first be resolved through good faith negotiations in order to reach mutually acceptable resolution. If, after negotiating in good faith for a period of at least thirty (30) days, the parties are unable to resolve the dispute, then either party may seek resolution by exercising any rights or remedies available to either party at law or equity.

**10.8 Assignment.** Except as set forth, neither party may assign or transfer its rights and obligations under this Agreement, in whole or part, to a third party without the prior written

consent of the other party, which shall not be unreasonably withheld or delayed. Provided, however, that AT&T may, upon sixty (60) days advance written notice to City, and without the City's prior consent, assign this Agreement or any or all of its rights and obligations under this Agreement to (i) any Affiliate (as defined below) of AT&T; (ii) any successor in interest to AT&T in connection with any merger, acquisition or similar transaction; or (iii) any purchaser of all or substantially all of AT&T's assets related to the Network. "Affiliate" means any entity that now or in the future, directly or indirectly controls, is controlled with or by or is under common control with AT&T; and (ii) "control" shall mean, with respect to: (a) a U.S. corporation, the ownership, directly or indirectly, of fifty percent (50%) or more of the voting power to elect directors thereof; or (b) a non-U.S. corporation, if the voting power to elect directors thereof is less than fifty percent (50%), the maximum amount allowed by applicable law; and (c) any other entity, fifty percent (50%) or more ownership interest in said entity, or the power to direct the management of such entity.

**10.9 Severability.** If any provision of this Agreement is found unenforceable or invalid, the remainder of the Agreement will remain in full force and effect and it and any related provisions will be interpreted to best accomplish the unenforceable provision's essential purpose. To the extent permitted by applicable law, if any provision of this Agreement is invalid or unenforceable a suitable and equitable provision shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision.

**10.10 Waiver.** A waiver of any provision of this Agreement by a party must be in writing to be effective and will in no way be construed as a waiver of any later breach of that provision. No failure or delay by either party in exercising any option, right, power, or privilege under this Agreement shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power, or privilege.

**10.11 Joint Drafting.** The Parties acknowledge that this Agreement has been drafted jointly by the parties and agree that this Agreement will not be construed against either party as a result of any role such party may have had in the drafting process.

**10.12 Remedies Cumulative, Specific Performance.** Except as provided otherwise in this Agreement, all rights and remedies granted to each party under this Agreement are cumulative and in addition to, and not in lieu of, any other rights or remedies otherwise available to such party at law or in equity. The Parties shall be entitled to specific performance of the terms hereof in addition to any other remedy at law or in equity, including monetary damages, that may be available to each.

**10.13 Further Agreements.** As noted herein, on or after the Effective Date, the parties contemplate negotiation of license, encroachment, and/or attachment and similar agreements to effectuate the purpose of this Agreement.

**10.14 Notices.** All notices must be in writing and delivered to the addresses and persons specified below. Notice will be deemed delivered (a) when verified by written receipt if

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sent by personal courier, overnight courier, or mail; or (b) when verified by automated receipt or electronic logs if sent by facsimile or email.

**City**

**Licensee**

City of \_\_\_\_\_

P.O. Box \_\_\_\_\_

\_\_\_\_\_

Phone

Fax

E-Mail:

Attn:

With a copy, which shall not  
constitute notice, to:

With a copy to:

Attn: \_\_\_\_\_

Email: \_\_\_\_\_

City Attorney

P.O. Box \_\_\_\_\_

\_\_\_\_\_

**10.15 Entire Agreement; Amendment; Signatures.** The headings in this Agreement are strictly for convenience and do not amplify or limit any of the terms, provisions or conditions hereof. This Agreement supersedes any prior agreements or understandings between the parties. This Agreement constitutes the entire Agreement between the parties related to this subject matter, and any change to its terms must be in writing and signed by both parties. This Agreement is for the exclusive benefit of their parties, their successors and permitted assigns. There are no third party beneficiaries to this Agreement. This Agreement may be executed in multiple counterparts, all of which taken together constitute one and the same instrument.

**10.16 E-Verify.** AT&T, and all subcontractors, will comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, "Verification of Work Authorization," and will provide documentation or sign affidavits or any other documents requested by the city demonstrating such compliance.

**[The remainder of this page is intentionally blank]**

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The parties agree to the terms of this Agreement and have caused this Agreement to be signed by their duly authorized representatives.

**AT&T, \_\_\_\_\_**

**City of \_\_\_\_\_**

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

Address:

Address:

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
\_\_\_\_\_  
City Attorney

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**EXHIBIT A**  
**EXCEPTION EQUIPMENT**

Emux  
Public Wi-Fi Equipment



# Town of Carrboro

Town Hall  
301 W. Main St.  
Carrboro, NC 27510

## Agenda Item Abstract

**File Number:** 14-0160

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**Agenda Date: Version:** 1  
5/13/2014

**Status:**  
Agenda

Ready

**n Control:**  
Board of Ald

**nFile Type:**  
Abstra

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### **TITLE:**

Update on Google Fiber and Consideration of Google Network Hut Lease Agreement Form

**PURPOSE:** The purpose of this item is to provide the Board of Aldermen with a status update on Google Fiber and to receive Board approval for a Google Network Hut Lease Agreement form.

**DEPARTMENT:** MO-IT

**CONTACT INFORMATION:** Andy Vogel, 919-918-7305

**INFORMATION:** Google is exploring building additional high speed networks, referred to as Google Fiber, in 34 municipalities around North America. The Town of Carrboro is part of the Raleigh-Durham Google designated region that includes Carrboro, Chapel Hill, Raleigh, Durham, Cary, Garner and Morrisville. In this initial stage, the Town of Carrboro is being asked to identify and supply information about existing Town owned infrastructure and provide information that would make construction speedy and predictable for Google. This information gathering process followed a Google Checklist and began on February 24 and ended on May 1, 2014. Information gathered included GIS Data specific to the Town, Town permitting procedures, Town encroachment procedures and other related policies and Town Code. Google will continue to gather information from the Town as needed until the end of 2014. Google will then evaluate this information and complete a detailed study by the end of 2014. After this study has been completed, Google plans to announce which cities/towns will receive the next round of Google Fiber.

Google has also requested that the Board of Aldermen approve a Google Network Hut Lease Agreement Form in advance of a potential Google Fiber network build out to make construction as speedy and predictable as possible. A Google Network Hut is a major fiber optic cable aggregation/termination point for the Google Fiber network in a community. Google would propose/identify Town owned sites for a network hut location. A single network hut can serve a five mile radius and up to 20,000 households. It is likely that the Town of Carrboro would be considered for one or perhaps none of these hut sites. The Network Hut Lease Agreement Form has been included as Attachment A.

**FISCAL & STAFF IMPACT:** N/A

**RECOMMENDATION:** Staff recommend that the Board receive the Google Fiber status update and adopt the resolution in ATTACHMENT B.

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## NETWORK HUT LEASE AGREEMENT

This Equipment Housing Lease Agreement ("Agreement") is entered into by the municipal entity ("City") and the Google Fiber company ("Lessee") identified on the signature page of this Agreement. City and Lessee agree to the terms and conditions set forth below.

- 1. Purpose.** Lessee needs rights to occupy and use various real property sites that may be owned by the City. The sites will be used for the purpose of constructing, operating and maintaining structures that will house network equipment and fiber that are part of Licensee's fiber optic network ("Network Hut"). The construction of each Network Hut will be based on the specifications described in Exhibit A to this Agreement, which may be amended by Licensee.
- 2. Location of Sites for Network Huts.** Lessee will identify and propose to the City the location of various City owned sites. Lessee and City will work together to agree upon each site to be used for each Network Hut. When Lessee and City agree upon specific sites, the parties will complete and sign the form attached as Exhibit B to this Agreement ("Site Terms") for each site ("Network Hut Site"). The Site Terms include a legal description of the Network Hut Site, the fees to be paid for use of the site and any other special terms or requirements applicable to the Network Hut Site. Lessee's occupancy and use of each Network Hut Site will be subject to this Agreement, including the terms set forth in the applicable Site Terms.
- 3. Lessee Rights and Obligations.** City grants to Lessee the right to access, enter, occupy and use each Network Hut Site at any time for the purpose of constructing, operating and maintaining each Network Hut. City grants these rights solely to the extent it has such rights, title and interest in and to the Network Hut Site, without any express or implied warranties. Lessee will obtain all applicable licenses, permits and other authorizations required to construct, operate and maintain the Network Hut and offer Lessee's services. Lessee will construct the Network Hut in accordance with all applicable laws and permitting requirements. Lessee will use and maintain the Network Hut Site in accordance with all applicable laws and reasonable requirements and will keep the site secure (based on applicable standards) and reasonably free from debris, litter and graffiti.
- 4. Effective Date and Term.** This Agreement is effective on the last date it has been signed by both parties ("Effective Date"). The initial term of the Agreement is ten (10) years from the Effective Date. Following the initial term, this Agreement may be renewed in a new agreement, subject to any applicable notice and governing board approvals, by mutual agreement for successive two (2) year periods. The parties shall notify each other at least ninety (90) days prior to the expiration of the Agreement or any renewal period of their intent with respect to such renewal.
- 5. Termination of Agreement or Site Terms.** Lessee may terminate this Agreement or the Site Terms for a specific Network Hut Site at any time with thirty (30) days written notice to the City. City may terminate this Agreement in the event of a material breach of this Agreement by Lessee and Lessee fails to cure the breach within sixty (60) days of receipt of notice from City. In the event of material breach of this Agreement or of the Site terms for a particular site City may exercise such rights and seek such remedies, including self-help remedies, as are provided by law. City may also terminate the Site Terms for a Network Hut Site by providing a minimum of one hundred eighty (180) days written notice to Lessee if the City determines that the applicable Network Hut Site is needed for a reasonable and necessary public purpose or that

the Network Hut Site poses a public safety or health hazard to the community. Following such written notice, City agrees to use its best efforts to find an alternative City owned site that Lessee may use as a replacement. Upon any termination or expiration of this Agreement, in whole or in relation to a particular Network Hut Site, Lessee will vacate premises and return site to its original condition other than removal of any concrete foundations.

6. **Fees and Costs.** Licensee agrees to pay to City the annual fee of \$2 per square foot for each Network Hut Site. The fees shall be paid on an annual basis for each Network Hut Site. Lessee shall be responsible for all its costs associated with construction, operation and maintenance of the Network Hut and Network Hut Site. Payments shall be delivered by Lessee within forty-five (45) days of the payment due date established by the parties in the Site Terms.
7. **Indemnification.** Lessee will defend and indemnify City, its officers, elected representatives, and employees from any claims and liabilities related to any third party claim for property damage, personal injury or death to the extent caused by Lessee or its contractors. Lessee will have the right to control the defense of any such claim. If, in City's reasonable judgment, a conflict exists between the interests of City and Lessee in such a claim, City may retain its own counsel whose reasonable fees will be paid by Lessee.
8. **Limitation of Liability.** NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES IN CONNECTION WITH THIS AGREEMENT. THE PARTIES ACKNOWLEDGE THAT THIS LIMITATION SHALL BE SUBJECT TO AND MAY BE LIMITED BY APPLICABLE STATE LAW.
9. **Insurance.** Lessee will carry and maintain commercial general liability, workers compensation, business automobile liability, Lessee property insurance equivalent to ISO Special Form property Insurance on Lessee's property and other customary types of insurance applicable to the use of Network Hut Sites. The insurance coverage amounts shall be reasonably adequate based on the use of the Network Hut Sites but no less than \$2,000,000 aggregate and \$2,000,000 per occurrence for general liability coverage, \$1,000,000 combined single limit for automobile coverage, and as required by North Carolina law for workers compensation and shall be issued by insurers duly qualified to offer and bind coverage within the state of North Carolina. Lessee's insurance policies shall name City as an additional insured as its interest may appear. The City's manager will be included as a person to be notified under the policy. The "other insurance" clause shall not apply to City, it being the intention of the parties that the above policies covering Lessee and City shall be considered primary coverage. Each policy shall contain a waiver of all rights of recovery or subrogation against City, its officers, agents, employees and elected officials.
10. **Notice.** All notices related to this Agreement will be in writing and sent to the address set forth in each signature block to this Agreement. Notices are effective (a) when delivered in person, (b) upon confirmation of a receipt when transmitted by facsimile transmission or by electronic mail, (c) upon receipt after dispatch by registered or certified mail, postage prepaid, (d) on the next business day if transmitted by overnight courier (with confirmation of delivery), or (e) three (3) days after the date of mailing, whichever is earlier.
11. **General Provisions.** This Agreement is governed by the laws of the state where the Network Huts are located. The venue of any dispute that may arise out of this Agreement shall be in Orange County, North Carolina or in the United States District Court for the Middle District of

North Carolina. City will make the entirety of the rights set forth in this Agreement available to other network-based providers of internet access and multichannel video programming services in a non-discriminatory manner, including access to the City's infrastructure, poles, conduits, assets and rights of way to the extent set forth in this Agreement, on rates, terms and conditions that are as favorable as those the City provides to Lessee for the same access; recognizing that the equivalent consideration afforded by other service providers may be different than what Lessee is obligated to provide under this Agreement. Neither party will be liable for failure or delay in performance to the extent caused by circumstances beyond its reasonable control. This Agreement may not be assigned by Lessee without the prior written consent of City except for assignments to Licensee's affiliates, defined as any person or entity controlling, controlled by, or under common control with Licensee, or in connection with a merger, acquisition, sale of network assets or similar transactions. In the event of any such assignment, Lessee shall notify City in writing of such assignment within thirty (30) days. This Agreement sets out all terms agreed between the parties and supersedes all previous or contemporaneous agreements between the parties relating to its subject matter. This Agreement, including any exhibits, constitutes the entire Agreement between the parties related to this subject matter, and any change to its terms must be in writing and signed by the parties. The parties may execute this Agreement in counterparts, including facsimile, PDF, and other electronic copies, which taken together will constitute one instrument. Each party to this Agreement agrees to: (a) use electronic signatures; and (b) be subject to the provisions of the U.S. E-SIGN Act (i.e., the Electronic Signatures in Global and National Commerce Act (ESIGN, Pub.L. 106-229, 14 Stat. 464, enacted June 30, 2000, 15 U.S.C. ch.96).

**LICENSEE:** \_\_\_\_\_

**CITY:** \_\_\_\_\_

**(Authorized Signature)**

**(Authorized Signature)**

\_\_\_\_\_  
**(Name)**

\_\_\_\_\_  
**(Name)**

\_\_\_\_\_  
**(Title)**

\_\_\_\_\_  
**(Title)**

**Address:** 1600 Amphitheatre Parkway  
Mountain View, CA 94043

**Address:**

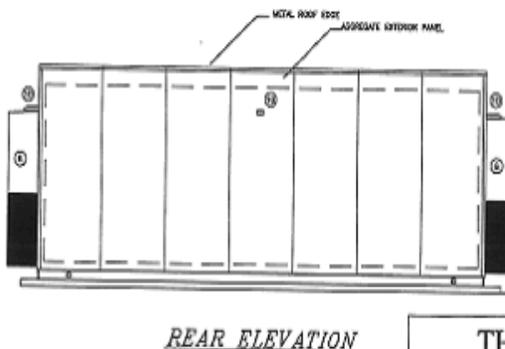
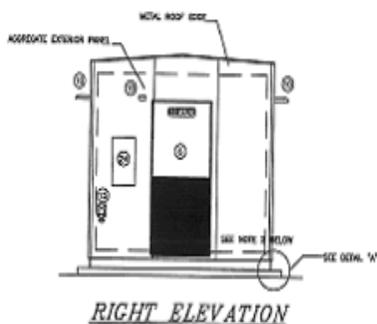
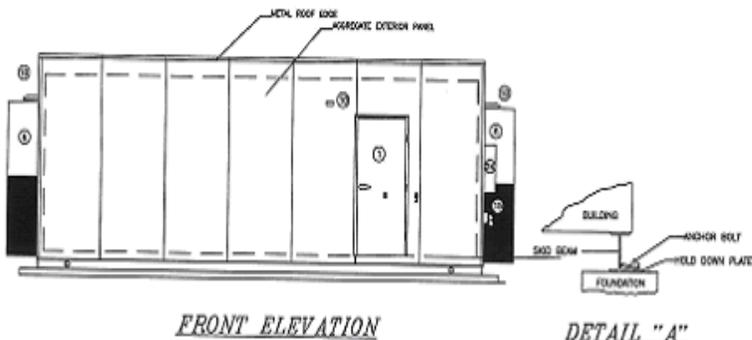
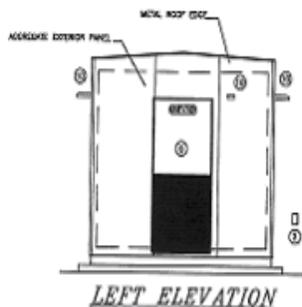
**Date:**

**Date:**



**EXHIBIT A**  
**NETWORK HUT SPECIFICATIONS**

*EXHIBIT B*



1. NO TAGS OR ANY MARKING IS TO BE SHOWN ON THE EXTERIOR OF THE BUILDING OR DOORS. INSTALL 8"X8" ALUMINUM PLATE ON THE INTERIOR OF THE BUILDING FOR ALL TAGS AND INSIGNIAS.
2. ADD AN EXTENSION TO EACH AIR CONDITIONER DRAIN TUBE TO DRAIN WATER AWAY FROM THE FOUNDATION.

**PROJECT**  
**COOGLE FIBER**

THIS DRAWING CONTAINS PROPRIETARY INFORMATION OF THERMOBOND BUILDINGS, LLC. IT IS INTENDED SOLELY FOR THE INFORMATION AND USE OF PARTIES CONTRACTING AND MANAGING THE EQUIPMENT DESCRIBED HEREIN AND MAY NOT BE USED, REPRODUCED OR DISCLOSED TO ANY OTHER PARTIES FOR ANY OTHER PURPOSE WITHOUT THE EXPRESSED WRITTEN PERMISSION OF THERMOBOND BUILDINGS, LLC.

**THERMOBOND BUILDINGS**

499 N. Court 7.0, Box 445, Elm Park, IL 60129-0445  
Phone: 815-305-2293, www.ThermoBond.com

Scale: 1/16" = 1'	Title: EXTERIOR LAYOUT FOR 11'-6"W. X 28'L. X 9'H. BLDG.
Date: 7/24/12	PROJECT NUMBER:
Drawn By: DRL	Drawing Number: AGB8851
Approved By:	Rev. Date: 4/12/12
	PAGE 6 OF 15

**EXHIBIT B**  
**NETWORK HUT SITE TERMS**

1. **Legal Description of Network Hut Site Location (describe below or attach legal description).**
  
  
  
  
  
  
  
  
  
  
2. **Annual Fees:**
  
  
  
  
  
  
  
  
  
  
3. **Other terms or requirements applicable to Network Hut Site.**

**LICENSEE:** \_\_\_\_\_

**CITY:** \_\_\_\_\_

**(Authorized Signature)**

**(Authorized Signature)**

\_\_\_\_\_  
**(Name)**

\_\_\_\_\_  
**(Name)**

\_\_\_\_\_  
**(Title)**

\_\_\_\_\_  
**(Title)**

**Address:** 1600 Amphitheatre Parkway  
Mountain View, CA 94043

**Address:**

**Date:**

**Date:**

A RESOLUTION APPROVING A GOOGLE NETWORK HUT LEASE AGREEMENT FORM

WHEREAS, Google is exploring building additional high speed networks, referred to as Google Fiber, in various municipalities; and,

WHEREAS, the Town of Carrboro, as part of the Raleigh-Durham Google designated region, has been identified as a possible candidate for Google Fiber ; and,

WHEREAS, the Town of Carrboro is being asked to identify and supply information about existing Town owned infrastructure and provide information that would make construction speedy and predictable for Google; and,

WHEREAS, approval of a Google Network Hut Lease Agreement Form in advance of a potential Google Fiber network build out would make construction as speedy and predictable as possible for Google; and,

WHEREAS, if Google selects a Network Hut site on Town of Carrboro-owned property then Google and the Town will follow the process established by N.C. Gen. Stat 160A-272 for leasing such site at that time.

NOW, THEREFORE BE IT RESOLVED by the Carrboro Board of Aldermen that the Board approves the Google Network Hut Lease Agreement Form.



# Town of Carrboro

Town Hall  
301 W. Main St.  
Carrboro, NC 27510

## Agenda Item Abstract

**File Number:** 14-0157

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**Agenda Date: Version:** 1  
5/13/2014  
**In Control:**  
Board of Al

**Status:** Other  
Matters  
**enFile Type:**  
Abstr

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### **TITLE:**

A Resolution Making an Appointment to the OWASA Board of Directors

**PURPOSE:** The Mayor and Board of Aldermen are requested to consider making an appointment to one of the Town's seats on the OWASA Board of Directors.

**DEPARTMENT:** Town Clerk

**CONTACT INFORMATION:** Cathy Wilson, 918-7309

**INFORMATION:** The Town of Carrboro has two seats on the Orange Water and Sewer Authority Board of Directors. Currently, Steve Dear is serving as Carrboro's representative. Former representative, Dana Stidham Raborn, resigned on April 11, 2014 due to relocation. The Town has been notified that OWASA would like to fill the vacant seat as soon as possible. The resolution making an appointment sets the new term expiration to June 30, 2016. Applications were received from Virginia (Ginger) Guidry, Todd L. Peterson, and Quinton Harper.

**FISCAL & STAFF IMPACT:** N/A

**RECOMMENDATION:** Staff recommends that the Mayor and Board of Aldermen consider the applications and adopt the attached resolution making an appointment to the OWASA Board of Directors.

A RESOLUTION MAKING AN APPOINTMENT TO THE ORANGE WATER AND SEWER  
AUTHORITY BOARD OF DIRECTORS

WHEREAS, The Town of Carrboro has two seats on the Orange Water and Sewer Authority Board of Directors; and,

WHEREAS, there is a vacancy in one of those seats; and,

WHEREAS, the Town Clerk has advertised for this position and received applications from:

- 1) Virginia (Ginger) Guidry
- 2) Todd L. Peterson
- 3) Quinton Harper

NOW, THEREFORE, THE BOARD OF ALDERMEN OF THE TOWN OF CARRBORO HEREBY RESOLVES:

Section 1: (INSERT NAME) is hereby appointed as the Town's representative on the OWASA Board of Directors for a term to expire on June 30, 2016.

Section 2: A copy of this resolution shall be forwarded to OWASA.

Section 3. This resolution shall become effective upon adoption.



# Town of Carrboro

Town Hall  
301 W. Main St.  
Carrboro, NC 27510

## Agenda Item Abstract

**File Number:** 14-0149

**Agenda Date: Version:** 1  
5/13/2014  
**In Control:**  
Board of Al

**Status:** Other  
Matters  
**enFile Type:**  
Abstr

### TITLE:

Affordable Housing Goals and Strategies, Part II

**PURPOSE:** The purpose of this item is for the Board of Aldermen to consider the goals and strategies associated with affordable rentals that have been developed by the Affordable Housing Task Force.

**DEPARTMENT:** Planning

**CONTACT INFORMATION:** Trish McGuire - 919-918-7327; [pmcguire@townofcarrboro.org](mailto:pmcguire@townofcarrboro.org)  
<<mailto:pmcguire@townofcarrboro.org>>, Alderman Michelle Johnson - [michelleforcarrboro@gmail.com](mailto:michelleforcarrboro@gmail.com)

**INFORMATION:** The Affordable Housing Task Force continues to consider comments provided by the Board of Aldermen at the February 2, 2014 retreat ( <https://carrboro.legistar.com/MeetingDetail.aspx?ID=278066&GUID=F2713EBD-9C05-4602-B308-7A16220066DD&Options=info|&Search>) and from Part I of this worksession, which was held on April 8, 2014 ( <https://carrboro.legistar.com/View.ashx?M=M&ID=301298&GUID=0DFEA55D-2952-4F00-9F9F-2314EAE5B891>), as well as other information provided by representatives of the affordable housing and development communities. An updated set of goals and strategies related to affordable rentals is included as Attachment A. Attachment B presents overarching priorities associated with the goals and strategies for supporting both affordable homeownership and rental opportunities. The schedule for consideration by the Board of Aldermen and the greater community has been modified slightly from that presented in April and is as follows:

Date	Action
April 8, 2014	Worksession on affordable homeownership, goals and strategies
May 13, 2014	Worksession on affordable rentals, goals and strategies and the allocation of affordable housing special revenue funds
June 17, 2014	Public Hearing on Affordable Housing Goals and Strategies

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**Agenda Date: Version: 1**  
5/13/2014  
**In Control:**  
Board of AI

**Status:** Other  
Matters  
**enFile Type:**  
Abstr

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**FISCAL & STAFF IMPACT:** Nominal impacts associated with this worksession. Fiscal and staff impacts, as yet undetermined in extent, can be anticipated from implementation of goals and strategies.

**RECOMMENDATION:** Consider the goals and strategies and recommended schedule, and provide feedback to the Task Force.

	Affordable Rentals (Target income is 60% or less of AMI)				
	Goal	Strategies	By When?	Partners/Resources Needed	Notes
1)	Increase number of rental units that are permanently affordable to individuals and families earning less than 60% of AMI. 2014 goal: ###, increasing annually.	Better position the town for future affordable rental development /redevelopment opportunities by cultivating relationships with experienced non-profit affordable rental housing developers.	Ongoing	OC Housing Coalition, NC Housing Coalition, DHIC	
		Modify ordinance to reflect a model that will both incentivize developers to include affordable units in their rental developments while also responding to market conditions.	Q4 FY 2015	Developers/Property Owners, OC Housing Coalition	
		Work with Orange County, the University, and other landowners to examine, identify and reserve one or more tracts for future LIHTC and/or HUD-restricted rental communities.	Ongoing	Local governments, property owners, University	
2)	Reduce negative effects of parking requirements on rental prices.	Fully examine research and data regarding parking density and "bundling" to determine best approaches to achieve this goal.	Q4 FY 2016	Expect consultant to parking plan will provide some assistance. Possible UNC Planning Workshop.	
		Utilize Town's parking management policy to support this goal.	Q4 FY 2016	" "	
3)	Slow the pressure on rental prices by increasing rental housing stock, particularly in high-transit areas.	Examine and consider reducing restrictions on accessory dwelling units. This strategy has the potential to support homeownership affordability by enabling homeowners to generate income to support their homeownership costs.	With 1) above		*Could be in both places or all three places as an overarching strategy.
4)	Reduce erosion of rental housing quality and affordability	Research effective voluntary rental registry models and determine the efficacy of a similar program in Carrboro. If feasible, determine opportunities to implement a registry or rating system through a non-profit or other civic organization, with Town support.	With 1) above		
		Require all landlords with more than one unit of rental property to register for a business privilege license, and examine use of business regulations to enforce better stewardship of housing and neighborhoods.			
		Gather and examine rental housing data to better anticipate and monitor opportunities/conditions for redevelopment/rehabilitation.		OC Housing Coalition, Orange County HHRCD/Chapel Hill (Consolidated Plan partners)	
		Convene landlords and property managers on an annual (regular) basis to build positive relationships, educate about Carrboro's housing expectations and policies, and encourage transparency about redevelopment/rehab/sale plans.	Following 1) above and ongoing		
	Examine the current marketplace for mobile and modular homes.	Educate the Board of Aldermen about the difference between the housing styles and regulations that apply.	Q3 FY 2015		Could bring this up to the Housing Coalition and what do people prefer, smaller space or biggest cheapest place.

Overarching Priorities	Strategies		
Concerted Land Use Planning/small land use plan for three high priority/high potential areas.	1. Identify the three high priority/potential areas that are ripe for development or re-development. Could include: downtown, Jones Ferry Corridor, Estes Drive. 2. Consider the current planning processes that are underway and share coordination and overlap Example: the arts and creativity district.		
Improve opportunities for developers and potential partners to identify affordability in a project.	1. Include members of OCAHC in initial development review to encourage creative solutions/opportunities for affordable housing to be integrated into projects, and/or identify best opportunities to secure payment-in-lieu.		
Develop dedicated funding source--in partnership with county and peer municipalities	1) Explore the parameters of an AH Bond 2) Explore a public private fund for example TCF 3) Find out about tax deduction 4. Look to identify complimentary external funding that could be better leveraged with municipal participation. 5. Assessment of the most cost effective strategies-if we had a pot of money what is the best way to use it.	1. Potential Partners for complimentary funding sources- HOME Consortium, Con Planning Partners, OC Housing Coalition, DHIC 2. Staff will expand on why we would want to dedicate a funding source	Information to include - changes in HUD/CDBG priorities for funding - e.g. support for ED/Utility infrastructure rather than home repair.
Ensure implementation of the Affordable Housing Strategy	1. AH task force meeting quarterly. 2. Ensure operationalization and monitor progress of affordable housing plan by staffing at least 1/2 time 3. Continuing to look at data and continuing to understand it-existing stock-number of affordable units and distribution-including transit access, non-motorized travel, overlaid with the distribution of housing		
Provide greater incentives for developers to include affordable housing in their projects.	1. Expedited review for projects that include affordable housing component 2. Ask 3-5 developers to do an assessment of the costs for all of the LUO requirements-how much does this increase the cost per unit, or the rent per unit. 3. Evaluate the provision of public sector assistance for infrastructure in exchange for the provision of some percentage of affordable units (scaled).		
Reduce utility costs	Work with Owasa, Explore grants for energy efficiency		

<p>Acquisition of land/property-be proactive with OWASA in the land or parcels they are saying they will offer to municipalities first-Start to engage with them.</p>	<p>1. OWASA-example but there are other options 2. Consider condemned properties - provide an incentive for homeowner to sell loan fund for Habitat, Empowerment to allow for the property to be renovated and fixed up</p>	<p>Need to determine how and when to engage and evaluate potential sites.</p>	
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