



# Town of Carrboro

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

## Meeting Agenda Board of Aldermen



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Tuesday, January 19, 2016

7:30 PM

Board Chambers - Room 110

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### 7:30-7:35

- A. REQUESTS FROM VISITORS AND SPEAKERS FROM THE FLOOR
- B. RESOLUTIONS, PROCLAMATIONS, AND ACKNOWLEDGEMENTS

### 7:35-7:40

#### C. CONSENT AGENDA

- 1. [15-0402](#) Authorization for the Town Manager to Execute an Agreement With The Peoples Channel.

**PURPOSE:** The purpose of this agenda item is to authorize the Town Manager to execute on the behalf of the Town of Carrboro an agreement with The Peoples Channel.

**Attachments:** [Attachment A: Resolution & Attachment B: The Peoples Channel Draft Agreement Revised 12-16-15](#)

- 2. [16-007](#) Request-to-set a public hearing on Land Use Ordinance Text Amendments that would Clarify Regulations for Short-Term Rentals in Single-Family Residences

**PURPOSE:** The purpose of this item is for the Board of Aldermen to consider setting a public hearing on text amendments to the Land Use Ordinance to clarify the existing provisions relating to short-term rentals.

**Attachments:** [Attachment A RTS-PH Resolution](#)  
[Attachment B Draft LUO amendment for AirBNB 12-22-15](#)

#### D. OTHER MATTERS

### 7:40-8:10

1. [16-015](#) Report on pedestrian safety outreach and activities in 2015.

**PURPOSE:** The purpose of this item is to receive a presentation from the Transportation Advisory Board regarding the TAB's outreach and activities related to pedestrian safety.

**Attachments:** [Att A Resolution \(002\)](#)  
[Att B Pedestrian Safety Map](#)

**8:10-8:40**

2. [16-005](#) An Update on Graffiti in Carrboro

**PURPOSE:** The purpose of this item is to update the Board on graffiti in Carrboro, particularly in the downtown and on private property, and to provide options for the Board to discuss regarding abatement strategies.

**Attachments:** [Attachement A: An Update on Graffiti in Carrboro](#)

**8:40-9:30**

3. [16-025](#) Discussion of regulations related to downtown National Register Historic Districts

**PURPOSE:** The purpose of this item is to begin a conversation relating to existing regulations for properties within the downtown National Register Historic Districts.

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

**9:30-9:40**

4. [16-020](#) A Resolution Making Appointments to, and Appointing the Chair Person of, the Carrboro Tourism Development Authority

**PURPOSE:** The purpose of this item is for the Board of Aldermen to consider appointing members to the Carrboro Tourism Development Authority (CTDA) and select a chair.

**Attachments:** [A Resolution Making Appointments to the Carrboro Tourism Development Authority](#)

E. MATTERS BY BOARD MEMBERS

F. MATTERS BY TOWN MANAGER

G. MATTERS BY TOWN ATTORNEY

H. MATTERS BY TOWN CLERK



# Town of Carrboro

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

## Agenda Item Abstract

**File Number:** 15-0402

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**Agenda Date:** 1/19/2016

**File Type:** Agendas

**In Control:** Board of Aldermen

**Version:** 1

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### **TITLE:**

Authorization for the Town Manager to Execute an Agreement With The Peoples Channel.

**PURPOSE:** The purpose of this agenda item is to authorize the Town Manager to execute on the behalf of the Town of Carrboro an agreement with The Peoples Channel.

**DEPARTMENT:** Town Manager's Office

**CONTACT INFORMATION:** Julie Eckenrode 918-7308

**INFORMATION:** The Town has had an agreement in place with The Peoples Channel to allow them to access to the Town's PEG channel. This new agreement would extend the same terms of the previous agreement through 2018.

The Town has allowed The Peoples Channel to utilize channel4 to operate a public access channel and provide programming to Carrboro residents and has the ability to certify channel 4 as an official PEG channel and receive PEG revenues for that channel. Any PEG revenues received for channel 4 would be required to be paid to The Peoples Channel as the channel operator.

**FISCAL & STAFF IMPACT:** This item has minimal impact on staff other than time to draft and review the agreement and request certification of the PEG channel on an annual basis. There is no net financial impact related to this item. Any revenues received for the PEG channel would be passed on to the The Peoples Channel. No other Town funds would be required.

**RECOMMENDATION:** Staff recommends the Board authorize the Town Manager to execute an agreement with The Peoples Channel.

A RESOLUTION APPROVING AN AGREEMENT WITH THE PEOPLES CHANNEL

WHEREAS, The Town of Carrboro was granted use of Time Warner Cable channel4 as a Public, Education, or Government (PEG) channel; and

WHEREAS, the Town has allowed The Peoples Channel to utilize channel4 to operate a public access channel and provide programming to Carrboro residents; and

WHEREAS, the Town has the ability to certify channel 4 as an official PEG channel and receive PEG revenues for that channel; and

WHEREAS, any PEG revenues received for channel 4 would be required to be paid to The Peoples Channel as the channel operator; and

NOW THEREFORE BE IT RESOLVED that the Town Manager is hereby authorized to execute on behalf of the Town of Carrboro an agreement with The Peoples Channel.



CONTRACT FOR THE PROVISION OF PUBLIC, EDUCATION AND GOVERNMENT CABLE TELEVISION SERVICES

This contract is made and entered into as of the 1st day of July, 2015, by the Town of Carrboro ("Town"), a North Carolina municipality, and The Peoples Channel, (hereinafter TPC) a non-profit corporation organized and existing under the laws of North Carolina.

Section 1. Background and Purpose. The purpose of this service agreement is for TPC to provide the production and transmission of video content to be aired on the public access cable television ("PACTV") channel currently located at Channel 4 on the Time Warner cable menu of channels within the Town of Carrboro.

Section 2. Services and Scope to be Performed. TPC will be responsible for providing equipment, technical expertise and support to the public to broadcast video content and information on the PACTV channel allocated to the Town. Specifically, TPC will be responsible for accepting, digesting, programming, editing and uploading video productions for broadcast on the designated PACTV channel. TPC will operate a facility, with all necessary equipment and supporting technical expertise to effectuate the provision of broadcast services on the PACTV channel. In this contract, "Work" means the services that TPC is required to perform pursuant to this contract and all of TPC's duties to the Town that arise out of this contract. Unless the context requires otherwise, if this contract states that a task is to be performed or that a duty is owed, it shall be presumed that the task or duty is the obligation of TPC.

TPC may require those who submit programming to certify that the programming complies with all applicable laws. TPC will accept and play back programming submitted by those who certify that it complies with TPC's policies and procedures and with all relevant State and federal laws. No programming decisions, including but not limited to acceptance and scheduling, will be based on content so long as it is lawful and

non-commercial consistent with State and Federal laws concerning public access programming. TPC reserves the right to establish reasonable technical standards for submitted programming, and to establish the rules for length, frequency and scheduling of programming.

Section 3. Compensation from the Video Service Competition Act.

As compensation for services provided under this Contract the Town agrees to pay TPC within thirty (30) days of receiving funds distributed according to the State of North Carolina Video Service Competition Act an amount equal to the total amount received by the Town for Public, Education, and Government Channel (PEG) distribution for the Channel allocated for use by TPC. The Town will not be obligated to pay TPC any other additional amounts as consideration for this Agreement.

Section 4. Funding from Other Sources. TPC may, during the course of this Agreement, receive supplemental funds from other sources, including, but not limited to fundraising activities.

Section 5. Insurance. TPC shall comply with the North Carolina Workers' Compensation Act and shall provide for the payment of workers' compensation to its employees in the manner and to the extent required by such Act. TPC shall supply the Town with certification of insurance for workers' compensation coverage with North Carolina statutory limits.

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

POLICY	COVERAGE
<p><b>Workman's Compensation/Employer Liability</b></p> <p><b>Comprehensive General Liability</b></p> <p><b>Bodily Injury</b></p>	<p><b>Statutory Limits</b></p> <p><b>\$250,000 per accident</b></p> <p><b>\$250,000 per person</b></p>

## ATTACHMENT B

Property Damage	\$250,000 each occurrence \$250,000 general aggregate
Automobile Liability Insurance	\$250,000 each accident (combined single limit)
Professional Liability Insurance	\$1,000,000 each claim \$1,000,000 annual aggregate

TPC agrees to furnish the Town proof of compliance with the insurance coverage requirements of this contract prior to commencing work. TPC shall furnish the Town a certificate of insurance from an insurance company, licensed to do business in the State of North Carolina and acceptable to the Town verifying the existence of any insurance coverage required by the Town. The certificate will provide for thirty (30) days advance notice in the event of termination or cancellation of coverage.

Section 6. Copyright and Ownership. TPC shall own the rights (copyright, creative commons, copyleft, etc.) of any programs that it may choose from time to time to produce. Rights of programming produced by the public shall be held by such person(s) who produces said programming.:

Section 7. Notice. (a) All notices and other communications required or permitted by this contract shall be in writing and shall be given either by personal delivery, fax, or certified United States mail, return receipt requested, addressed as follows:

To the Town:

*Town Manager*

Town of Carrboro

301 W. Main St.

Carrboro, NC 27701

The fax number is (919) 918-4456

ToTPC:

Carson Riedel- Executive Director

The Peoples Channel

300AC South Elliott Road

Chapel Hill, NC 27514

Email: carson@thepeopleschannel.org

The phone number is (919) 960-0088

(b) Change of Address. Date Notice Deemed Given. A change of address, email, or person to receive notice may be made by either party by notice given to the other party. Any notice or other communication under this contract shall be deemed given at the time of actual delivery, if it is personally delivered or sent by email. If the notice or other communication is sent by United States mail, it shall be deemed given upon the third calendar day following the day on which such notice or other communication is deposited with the United States Postal Service or upon actual delivery, whichever first occurs.

#### Section 8. Indemnification.

(a) TPC shall indemnify and hold harmless Town, its officers, agents, employees and volunteers from and against any and all claims or other injury, including costs of litigation and attorney's fees, arising from or in connection with claims of loss or damage to person or property arising out of the failure to comply with any applicable laws, rules, regulations or other requirements of local, state or federal authorities, for claims of libel, slander, invasions of privacy, or infringement of common law or statutory copyright, for breach of contract or other injury or damage in law or at equity which claims, directly or indirectly, result from TPC use of channels or funds granted under this Agreement. In particular, TPC shall hold harmless and defend the Town against any claims arising from TPC's decisions regarding the acceptance, scheduling, cablecasting or content of public access programming which is in any way received and transmitted by or produced by TPC.

(b) Other Provisions Separate. Nothing in this section shall affect any warranties in favor of the Town that are otherwise provided in or arise out of this contract. This section is in addition to and shall be construed separately from any other indemnification provisions that may be in this contract.

(c) Survival. The obligation created by this section shall survive the termination of this contract (whether by expiration of the term or otherwise) and termination of the services of TPC under this contract.

#### Section 9. Miscellaneous

(a) Choice of Law and Forum. This contract shall be deemed made in Orange County, North Carolina. This contract shall be governed by and construed in accordance with the law of North Carolina. The exclusive forum and venue for all actions arising out of this contract shall be the North Carolina General Court of Justice, in Orange County. Such actions shall neither be commenced in nor removed to federal court. This subsection (a) shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this section.

(b) Waiver. No action or failure to act by the Town or TPC shall constitute a waiver of any rights or remedies that arise out of this contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

(c) Performance of Government Functions. Nothing contained in this contract shall be deemed or construed so as to in any way estop, limit, or impair the Town from exercising or performing any regulatory, police, legislative, governmental, or other powers or functions.

(d) Severability. If any provision of this contract shall be unenforceable, the remainder of this contract shall be enforceable to the extent permitted by law.

ATTACHMENT B

(e) Assignment. Successors and Assigns. TPC shall not assign (which includes to delegate) any of its rights (including the right to payment) or duties that arise out of this contract except with the Town's prior written consent. The Town Manager may consent to an assignment without action by the Town Board. Unless the Town otherwise agrees in writing, TPC and all assignees shall be liable for all of TPC's duties that arise out of this contract and all of the Town's claims that arise out of this contract. Without granting TPC the right to assign, it is agreed that the duties of TPC that arise out of this contract shall be binding upon it and its heirs, personal representatives, successors, and asstgns.

(f) Compliance with Law. In performing all of the Work, TPC shall comply with all applicable law.

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

(h) Independent Contractor. It is understood and agreed that TPC is an independent contractor and that no relationship of principal agent or employer/employee exists between the Town and TPC. If in the performance of this Agreement any third persons are employed by TPC, such persons shall be entirely and exclusively under the control, direction and supervision of TPC. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment shall be determined by TPC and the Town shall have no right or authority

over such persons or terms of employment.

(i) No Third Party Rights Created. This contract is intended for the benefit of the Town and TPC and not any other person.

(j) Principles of Interpretation and Definitions. In this contract, unless the context requires otherwise: (1) The singular includes the plural and the plural the singular. The pronouns "it" and "its" include the masculine and feminine. References to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation. References to contracts and agreements shall be deemed to include all amendments to them. The words "include," "including," etc. mean include, including, etc. without limitation. (2) References to a "Section" or "section" shall mean a section of this contract. (3) "Contract" and "Agreement," whether or not capitalized, refer to this instrument. (4) Titles of sections, paragraphs, and articles are for convenience only, and shall not be construed to affect the meaning of this contract. (5) "Duties" includes obligations. (6) The word "person" includes natural persons, firms, companies, associations, partnerships, trusts, corporations, governmental agencies and units, and other legal entities. (7) The word "shall" is mandatory. (8) The word "day" means calendar day.

(k) Modifications. Entire Agreement. A modification of this contract is not valid unless signed by both parties and otherwise in accordance with requirements of law. Further, a modification is not enforceable against the Town unless the Town Manager or designee signs it for the Town. This contract contains the entire agreement between the parties pertaining to the subject matter of this contract. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in this contract.

(m) Town's Manager's Authority. To the extent, if any, the Town has the power to suspend or terminate this contract or TPC's services under this contract, that power

may be exercised by Town Manager or designee without Board of Aldermen action.

(n) Cooperation. Each party agrees to execute all documents and do all things necessary and appropriate to carry out the provisions of this Agreement.

Section 10. Termination Procedures. This contract may be terminated by either party without cause upon 120 days written notice to the other party. This contract may be terminated for failure to perform services due or to meet other requirements of this contract following written notice of such failure as provided below. If a party to this contract believes that the other has failed to meet a material obligation under this contract, that party shall notify the other of the alleged failure with a statement of the particular facts. The notified party shall have 30 days (or if the Town is the notifying party, such additional time as the Town Manager may allow under the particular circumstances) to correct to alleged failure. **If** the alleged failure is denied, the notified party shall so notify the other party with a statement of the reasons that the allegation is denied. The parties shall enter into discussion to reach a resolution of issues if there is a notice of default and the allegation of default is denied. **If** a failure to meet a material obligation is not corrected within the prescribed time, the notifying party may terminate this contract for cause by giving written notice of termination and the reason therefore. Either party may terminate this contract if a party determines, after following the notice procedures set forth above, that there has been more than one material default during the term of this contract.

Section 14. Term of Agreement. This contract shall commence as of the date first written above, and shall extend for three years until and including June 30, 2018, unless terminated earlier as provided in this Agreement. This contract may be extended for up to three (3) additional years, by mutual written agreement of the Town and TPC.

IN WITNESS WHEREOF, the Town and TPC have caused this contract to be executed under seal themselves or by their respective duly authorized agents or officers.



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

\_\_\_\_\_  
Town's Finance Officer                      Date

TOWN OF CARRBORO, NORTH CAROLINA

BY: -----  
David Andrews, Town Manager

NORTH CAROLINA  
COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_ Notary Public in and for the aforesaid County and State certify that \_\_\_\_\_ personally appeared before me this day, and acknowledged that he is the \_\_\_\_\_ Town Manager of the Town of Carrboro, a municipal corporation, and that by authority duly given and as the act of the Town, the foregoing agreement was signed in its corporate name by its Town Manager, sealed with its corporate seal, and attested by its said Town Clerk or Deputy Town Clerk. This the \_\_\_\_\_ day of ----- 20\_\_\_\_

\_\_\_\_\_  
Notary Public

My commission expires:  
\_\_\_\_\_

THE PEOPLES CHANNEL

BY: -----

Carson Riedel, Executive Director

NORTH CAROLINA

COUNTY OF \_\_\_\_\_

I, a notary public in and for the aforesaid county and state, certify that  
\_\_\_\_\_, on behalf of The Peoples Channel, Inc., personally  
appeared before me this day and acknowledged the execution of the foregoing agreement  
with the Town of Carrboro. This the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

My commission expires:

\_\_\_\_\_

\_\_\_\_\_

Notary Public



# Town of Carrboro

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

## Agenda Item Abstract

**File Number:**16-007

**Agenda Date:** 1/19/2016

**File Type:**Agendas

**In Control:** Board of Aldermen

**Version:** 1

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### TITLE:

Request-to-set a public hearing on Land Use Ordinance Text Amendments that would Clarify Regulations for Short-Term Rentals in Single-Family Residences

**PURPOSE:** The purpose of this item is for the Board of Aldermen to consider setting a public hearing on text amendments to the Land Use Ordinance to clarify the existing provisions relating to short-term rentals.

**DEPARTMENT:** Planning Department

**CONTACT INFORMATION:** Christina Moon - 919-918-7325; Marty Roupe - 919-918-7333; Nick Herman - 919-929-3905

**INFORMATION:** At the September 8, 2015 regular meeting, staff provided the Board of Aldermen with an update on the status and implications of Airbnbs in Carrboro.

<https://carrboro.legistar.com/MeetingDetail.aspx?ID=414409&GUID=CB2D3FDB-6B44-47DC-9697-BAA7438A3607&Search>= Airbnb is a web-based company which provides a mechanism for people to rent lodging by the night, week or month in different locations. A quick scan of the Airbnb website revealed a number of properties in Carrboro advertising rentals through this service. A memorandum included in the September agenda item described the existing land use categories which allow lodging along with permit requirements.

The Board directed staff to prepare an ordinance that would allow primary occupants to rent one or two rooms for periods of less than a month, without a special use permit. A draft ordinance has been prepared that, if adopted, would amend the Land Use Ordinance in two areas. First, a definition for “short-term rental” would be added as a new subsection under Section 15-15 (Definitions). Second, language would be added to the existing provisions for single-family residential accessory uses to clarify the duration for which one or two rooms may be rented out.

Existing provisions in the Parking Requirement Table under Section 15-291(g) already provide for off-street parking requirements for rented rooms. The specific language reads, “Use 1.100 (Single Family Detached), 2 spaces per dwelling unit plus one space per room rented out in each dwelling unit (see Accessory Uses, Section 15-150). These spaces shall be in addition to any space provided within an enclosed or partially enclosed garage.” Existing provisions related to signage likewise allow for typical residential uses, mainly for address identification, of up to four square feet in area.

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**Agenda Date:** 1/19/2016

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The Board of Aldermen must receive public comment before adopting amendments to the LUO. Orange County and Planning Board review are also needed.

**FISCAL & STAFF IMPACT:** Public hearings involve staff and public notice costs associated with advisory board and Board of Aldermen review.

**RECOMMENDATION:** Staff recommends that the Board of Aldermen consider the attached resolution, setting a public hearing for February 23, 2016 and referring the proposed amendment to Orange County and the Planning Board.

A RESOLUTION SETTING A PUBLIC HEARING ON AN ORDINANCE AMENDING THE  
CARRBORO LAND USE ORDINANCE TO CLARIFY THE REGULATIONS FOR SHORT-  
TERM RENTALS IN SINGLE-FAMILY RESIDENCES

WHEREAS, the Board of Aldermen seeks to provide ample opportunities for the public to comment on proposed amendments to the Land Use Ordinance;

NOW, THEREFORE BE IT RESOLVED that the Board of Aldermen sets a public hearing on February 23, 2016, to consider adopting “An Ordinance Amending the Carrboro Land Use Ordinance to Clarify the Regulations for Short-Term Rentals in Single-Family Residences.”

BE IT FURTHER RESOLVED that the draft ordinance is referred to Orange County, the Town of Carrboro Planning Board and the following Town of Carrboro advisory boards and commissions for consideration and recommendation prior to the specified public hearing date:

☐ Appearance Commission

☐ Recreation and Parks Commission

☐ Transportation Advisory Board

☐ Northern Transition Area Advisory  
Committee

☐ Environmental Advisory Board

☐ \_\_\_\_\_

☐ Economic Sustainability Commission

☐ \_\_\_\_\_

This is the 19<sup>th</sup> day of January in the year 2016.

AN ORDINANCE AMENDING THE CARRBORO LAND USE ORDINANCE TO  
CLARIFY REGULATIONS FOR SHORT-TERM RENTALS IN SINGLE-FAMILY  
RESIDENCES

\*Draft 12-22-2015\*

THE BOARD OF ALDERMEN OF THE TOWN OF CARRBORO ORDAINS:

Section 1. Section 15-15 (Definitions) of the Carrboro Land Use Ordinance is amended by adding a new subsection (108), as shown below, and renumbering the subsequent subsections accordingly.

(108) **SHORT-TERM RENTAL:** a residential use consisting of the renting out of one or two rooms within a single-family residence (which one or two rooms do not themselves constitute a separate dwelling unit) to not more than two persons who are not part of the family that resides in the dwelling for less than 28 days in succession.

Section 2. Section 15-150 (Accessory Uses) is amended by adding the following language to subsection (c)3: a residential use consisting of the renting out of one or two rooms within a single-family residence (which one or two rooms do not themselves constitute a separate dwelling unit) to not more than two persons who are not part of the family that resides in the single-family dwelling. Such rentals may include short-term (less than 28 days) or long-term (month-to-month).

Section 3. All provisions of any town ordinance in conflict with this ordinance are repealed.

Section 4. This ordinance shall become effective upon adoption.



# Town of Carrboro

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

## Agenda Item Abstract

**File Number:**16-015

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**Agenda Date:** 1/19/2016

**File Type:**Agendas

**In Control:** Board of Aldermen

**Version:** 1

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### **TITLE:**

Report on pedestrian safety outreach and activities in 2015.

**PURPOSE:** The purpose of this item is to receive a presentation from the Transportation Advisory Board regarding the TAB's outreach and activities related to pedestrian safety.

**DEPARTMENT:** Planning

**CONTACT INFORMATION:** Transportation Advisory Board; Bergen Watterson - 919-918-7329

**INFORMATION:** At the October 7<sup>th</sup>, 2014 Board of Aldermen meeting a resident of Orange County, Terri Buckner, asked that the Board appoint a short-term taskforce to research pedestrian safety in Town. She also asked that the taskforce look at previous recommendations and begin implementation. In response to the request, Ms. Buckner was invited to attend the TAB meeting on December 4<sup>th</sup>, 2014 to participate in the group's discussion of potential pedestrian safety actions.

Four steps were identified:

- 1) Review, by TAB members, Town staff, and other invited residents, of recommendations related to walkability in the 2001 Downtown Carrboro New Vision document.
- 2) Organization of a public forum, with a tentative April 2015 date, on the Vision recommendations, safety issues, and walkability, focusing on downtown but also including low-safety areas where transit users frequently walk. Features of the forum could include identification, by participants, of problem areas and potential solutions via call-outs and maps. An outdoor location for the forum could encourage participant discussion of walking experiences.
- 3) Summarization and presentation to the Board of Aldermen of the forum findings and, possibly, the results of an audit by NCDOT engineers and/or other experts to help identify solutions.
- 4) Other potential outcomes might include pursuit of Pedestrian Friendly City status, creation of a Pedestrian Safety Action Plan, and/or integration of the identified problems and solutions in the existing Slow Zone proposal.

The TAB held a Pedestrian Safety Forum at the Open Streets event on April 12, 2015 where they gathered over 100 individual comments on pedestrian issues around Carrboro. Members organized the comments into geographic areas and categories and created a 'hot spot' map with accompanying recommendations.

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The TAB seeks feedback and further direction from the Board of Aldermen on their pedestrian safety initiative.

**FISCAL & STAFF IMPACT:** There is no fiscal impact associated with receiving the presentation. However, there may be future implementation costs depending on the Board's directives toward addressing the pedestrian safety issues identified. Staff time may also be needed for this project.

**RECOMMENDATION:** Staff recommends that the Board of Aldermen consider the resolution provided as Attachment A receiving the TAB presentation, and provide further direction on the pedestrian safety initiative.



A RESOLUTION TO RECEIVE A PRESENTATION FROM THE  
TRANSPORTATION ADVISORY BOARD ON PEDESTRIAN SAFETY  
OUTREACH AND ACTIVITIES

WHEREAS, Board of Aldermen referred a citizen request to appoint a short-term taskforce charged with researching pedestrian safety in downtown Carrboro to the Transportation Advisory Board on October 7<sup>th</sup>, 2014; and

WHEREAS, the Transportation Advisory Board developed a Proposal for Pedestrian Safety in collaboration which included a number of recommendations for initiatives; and

WHEREAS, the Transportation Advisory Board gathered over 100 comments at a pedestrian safety forum at the Open Streets event in April 2015; and

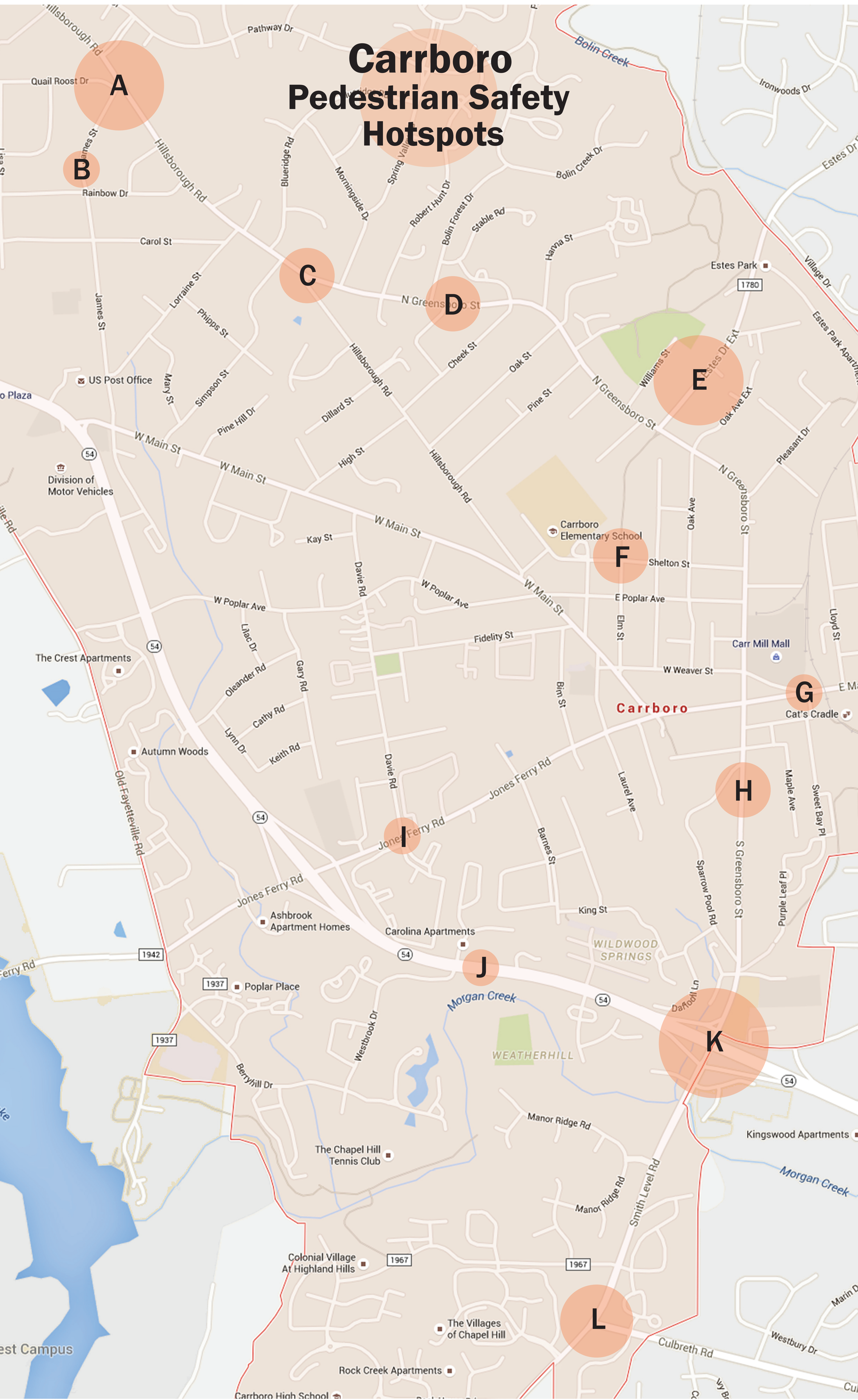
WHEREAS, the Transportation Advisory Board created a map showing the hot spots of pedestrian safety concern in Carrboro and provided basic recommendations for improvement;

NOW, THEREFORE, BE IT RESOLVED by the Carrboro Board of Aldermen that the Board receives the presentation from members of the Transportation Advisory Board and provides the following comments:

- 1) \_\_\_\_\_
- 2) \_\_\_\_\_
- 3) \_\_\_\_\_
- 4) \_\_\_\_\_

This the 19<sup>th</sup> day of January in 2016.





Marker	Location	Complaint	Resolution options
A	Hillsborough at James	Vehicle speed/unsafe crossing	Activated/sidelit crosswalks
B	James Street	Vehicle speed	Traffic calming
C	Hillsborough/N. Greensboro	Unsafe crossing	Speed limit reductions; activated/sidelit crosswalks
D	N. Greensboro at Bolin Forest	Vehicle speed/unsafe crossing	Speed limit reductions; activated/sidelit crosswalks
E	Estes Drive	No sidewalk	Better signage for Wilson Park Multi-Use Path?
F	Shelton at Francis Shetley Greenway	Poor visibility	Lighting/signage
G	Weaver St.at Main	Unsafe crossing	Signal timing; sidelit crosswalks
H	S. Greensboro	Vehicle speed/no sidewalk	Speed limit reductions (crosswalk planned for west side)
I	Jones Ferry at Davie	Unsafe crossing	Partially resolved by DOT construction?
J	Hwy 54	Unsafe crossing	Activated crosswalks or pedestrian bridges
K	Smith Level/Hwy 54 interchange	Unsafe crossing	Crosswalk upgrades
L	Culbreth Road	No sidewalks/accessibility	Resolved by Smith Level project





# Town of Carrboro

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## Agenda Item Abstract

**File Number:**16-005

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**Agenda Date:** 1/19/2016

**File Type:**Agendas

**In Control:** Board of Aldermen

**Version:** 1

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### **TITLE:**

An Update on Graffiti in Carrboro

**PURPOSE:** The purpose of this item is to update the Board on graffiti in Carrboro, particularly in the downtown and on private property, and to provide options for the Board to discuss regarding abatement strategies.

**DEPARTMENT:** Town Manager's Office, Police Department, Planning Department

**CONTACT INFORMATION:** Julie Eckenrode, 918-7308; Cornell Lamb, 918-7413, Trish McGuire, 918-7327

**INFORMATION:** A visible increase of graffiti in the downtown area warranted an update to the Board including Carrboro Police Department (CPD) statistics for the past three years, CPD and Planning Department policy perspectives, how other communities approach vandalism clean-up, and possible abatement strategies.

**FISCAL & STAFF IMPACT:** The fiscal & staff impact will depend on any changes to Carrboro's policies regarding vandalism, abatement, and clean-up.

**RECOMMENDATION:** It is recommended the Board of Aldermen receive this report and discuss next steps and staff direction, if deemed necessary.

# An Update on Graffiti in Carrboro

There has been an increase in the amount of visible graffiti throughout the downtown area.

## **This update will:**

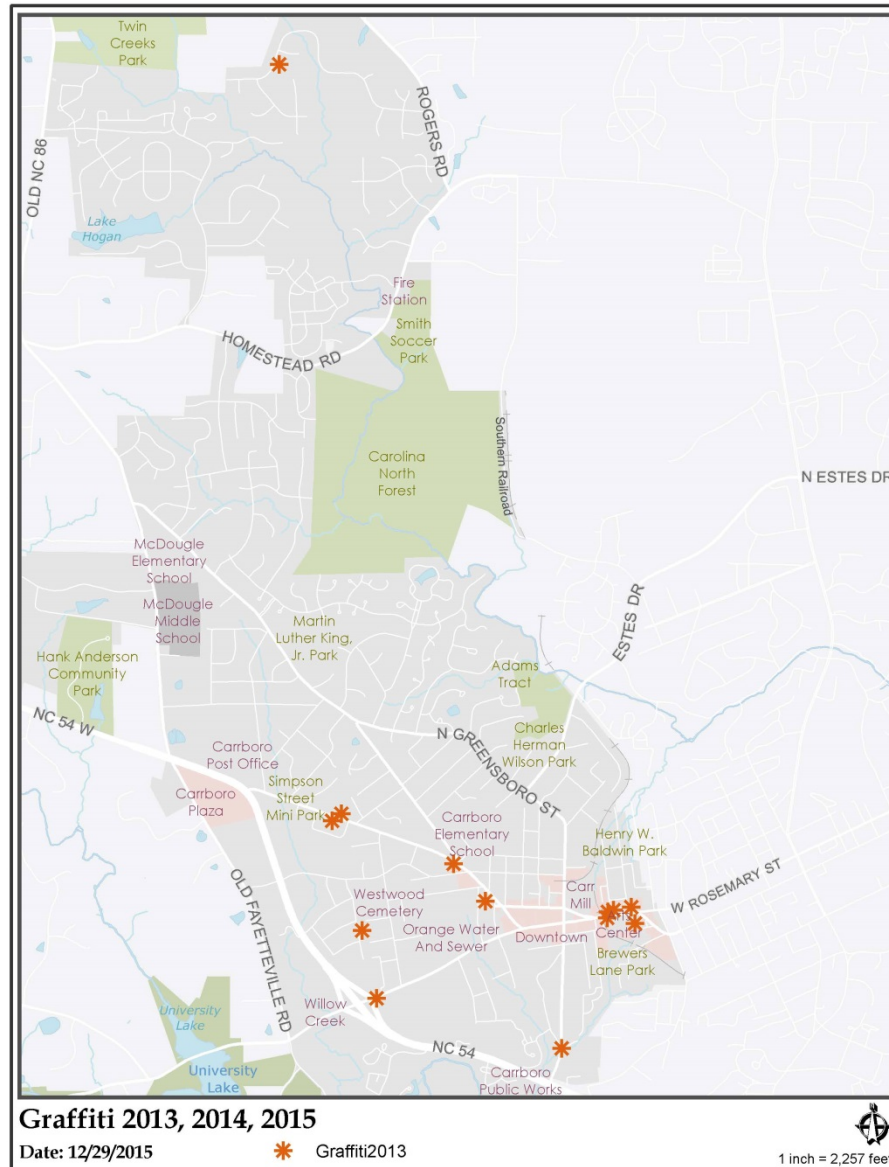
- Provide CPD statistics on vandalism/injury to real property reports
- Review CPD and Planning Department's perspective
- Look at how other communities approach vandalism and removal
- Consider possible abatement strategies



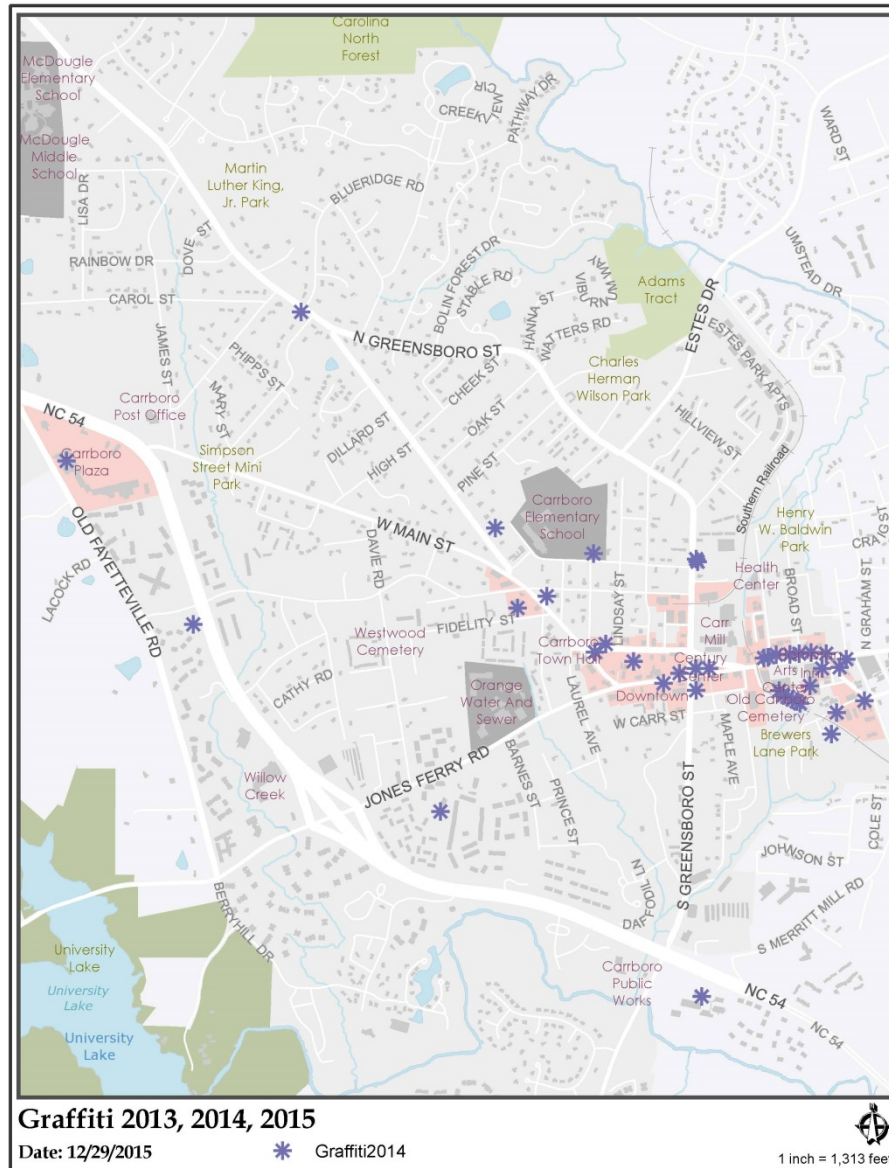
# CPD Vandalism Statistics

	2013	2014	2015 (Jan-Nov)
Injury to real property	9	37	6
Vandalism/ Defacing public property	2	1	1
Injure building	1	1	-
Trespass	1	-	-
Suspicious person	1	-	-
Injury to personal property	-	1	-
Injury to railroad property	-	1	1
Information	-	1	-
<b>TOTAL</b>	<b>14</b>	<b>42</b>	<b>8</b>

# Police Graffiti Reports 2013

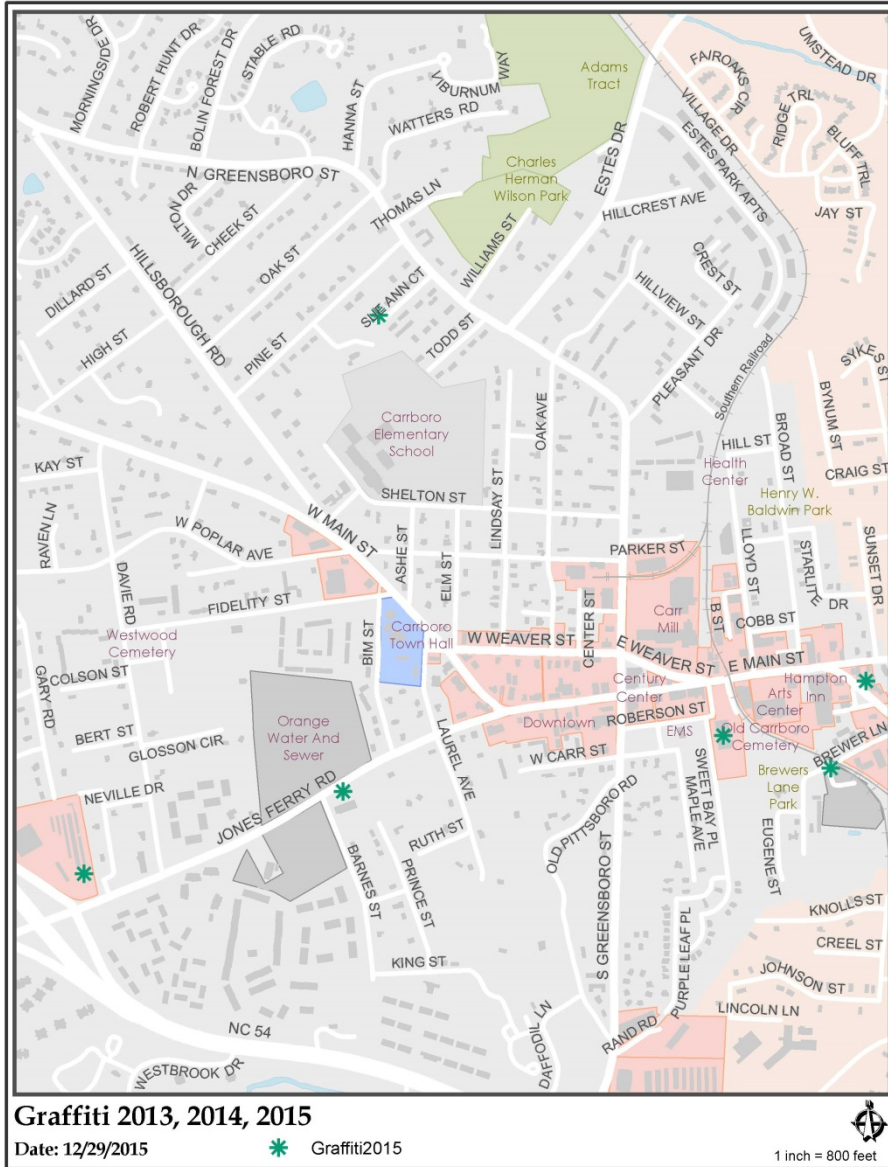


# Police Graffiti Reports 2014





# Police Graffiti Reports 2015





# CPD Input/Procedures

- In the past in an attempt to identify individuals who were responsible for tagging town property, the PD conducted surveillance operations with the goal of identifying offenders and possibly charging.
  - In the rare cases where an individual was caught in the act, they were charged. The court system in most cases did not convict the offender.
  - The town did not receive any restitution for the damaged committed.
  - The PD as part of daily operations continues to do foot patrol at night in and around the business district.
- Cornell

# Planning Input/LUO Application

- The Land Use Ordinance (LUO) does not reference or regulate graffiti directly.
- LUO Sections 15-272(5) and -272(9) allow for 'works of art' on buildings without the need to receive a sign permit. This is noted as it relates to the possibility that some forms / examples of graffiti may be considered art by some. For reference, these sections read as follows:

- *Section 15-272 Signs Excluded From Regulation.*

*The following signs are exempt from regulation under this chapter except for those stated in Subsection 15-282(b) through (e).*

*(5) Integral decorative or architectural features of buildings or works of art, so long as such features or works do not contain letters, trademarks, moving parts, or lights.*

*(9) Signs proclaiming religious, political, or other non-commercial messages [other than those regulated by Subdivision 15-273(a)(5)] that do not exceed one per abutting street and sixteen square feet in area and that are not internally illuminated. (**AMENDED 11/22/85**)*

- Staff has historically taken proposed murals (i.e. works of art) to the Appearance Commission for courtesy review, when we have learned of one being proposed in advance of its actual installation.

# What are other NC cities doing?

CITY	CLEAN UP RESPONSIBILITY	WHO PAYS FOR CLEAN UP?	DOES CITY HAVE IN-HOUSE CREW OR CONTRACT?	GRACE PERIOD	FINE
<a href="#">Fayetteville, 2007</a>	Owner	Owner	None. City does no cleanup of graffiti on private property.	10 days	up to \$100
Raleigh, 2006 internal procedure (no graffiti specific ordinance, but if not removed is treated as nuisance)	Owner	Owner	Four employees dedicated full-time to graffiti removal (much on public property in the greenways)	ASAP	No fine.
<a href="#">Greenville, 2006</a>	Owner	Owner	Contractor in almost all situations. Paid for out of code enforcement budget, contract services line item. Then owner is billed.	10 days	up to \$500
<a href="#">Greensboro, 1999</a>	Owner	Owner; Right to Appeal within 7 days of Notice to Remove	Contractor, who is paid out of the general fund; If not paid City sues in court to recover all expenses, including all admin costs, attorney's fees and may record a lien on the property.	14 days	up to \$100
<a href="#">Wilmington, 2006</a>	Owner	Owner	City employees	15 days	\$100 per day (not in ordinance; found at <a href="http://www.wilmingtonnc.gov/Home/News/tabid/429/ItemID/71/View/Details/Default.aspx">http://www.wilmingtonnc.gov/Home/News/tabid/429/ItemID/71/View/Details/Default.aspx</a> )
<a href="#">Burlington 2014</a>	Perpetrator, otherwise Owner	Owner	Some cleanup by city staff, but mostly plan to use a contractor; cost recovery proceedings outlined in abatement of nuisance section of City Code.	10 days (unless property owner can demonstrate they have an "active program for removal," then 30 days)	
<a href="#">Charlotte, 2001</a>	Owner	Owner; Right to Appeal within 7 days of Notice to Remove	Code enforcement staff, or high school volunteers; If not paid City sues in court to recover all expenses, including all admin costs, attorney's fees and may record a lien on the property.	7 days (unless deemed by the city as a danger to public health, safety, and welfare - then 48 hours).	up to \$100
<a href="#">Town of Cary, 2006</a>	Perpetrator, otherwise Owner	Owner; Right to Appeal within 5 days of Notice to Remove	Code enforcement staff; if Town removes, bill owner for the costs. If not paid Town sues in court to recover all expenses, including all admin costs, attorney's fees and may record a lien on the property.	72 hours if perpetrator; 5 days if property owner	up to \$1,000-makes clear civil and criminal penalties

# Current Clean-up Policies

- For clean-up on public property, Public Works removes graffiti as soon as they are notified (typically by the Police Department or Rec & Parks).
- No current policy regarding clean-up on private property.

# Possible Abatement Strategies

- **Public Education:** Increasing awareness about graffiti improves the efficiency and amount of reporting of graffiti vandalism by the public.
  - **Associated Actions**
    - 1. Develop and distribute graffiti information for local residents and businesses to inform them about graffiti prevention, removal, and reporting. Make available at Town Hall, Police Department and other pertinent locations.
    - 2. Provide information on Town's website about graffiti prevention, removal and reporting, and Town's role in graffiti management/removal when that is defined.

# Possible Abatement Strategies

- **Develop/implement removal protocol for private property:** Define and implement protocol and expectation for private property owners on the removal of graffiti.
  - **Associated Actions:**
    - 1. Direct staff to draft graffiti removal guidelines on private property for BOA to review.
    - 2. Once adopted, develop educational materials to provide to local businesses and other private property owners.

# Possible Abatement Strategies

- **Public Art & Engagement:** Providing structured, legal opportunities for youth involvement in and display of public art to express youth culture and community art projects provide place making opportunities, and add to the visual aesthetic, community ownership and cultural capital of an area (i.e. free expression wall)
  - **Associated Actions:**
    - 1. Investigate options for a local mural/mosaic project
    - 2. Promote the inclusion of young people's art and street art in community festivals and events
    - 3. Continue to support, develop and promote creative and recreational programs

# Next Steps

- How should staff proceed to help efforts to reduce graffiti in Carrboro, particularly the downtown district?





# Town of Carrboro

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

## Agenda Item Abstract

**File Number:**16-025

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**Agenda Date:** 1/19/2016

**File Type:**Agendas

**In Control:** Board of Aldermen

**Version:** 1

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### **TITLE:**

Discussion of regulations related to downtown National Register Historic Districts

**PURPOSE:** The purpose of this item is to begin a conversation relating to existing regulations for properties within the downtown National Register Historic Districts.

**DEPARTMENT:** Planning

**CONTACT INFORMATION:** Christina Moon - 919-918-7325; Patricia McGuire - 919-918-7327; Marty Roupe - 919-918-7333; Bob Hornik - 919-929-3905

**INFORMATION:** More than a year ago, staff had an internal conversation about the language in an existing provision of the density and dimensional requirements in the Land Use Ordinance (LUO), Section 15-185(3)(e), that limits building height on contributing properties within the Town's National Register Commercial District to two stories. The Town has three national register historic districts in the downtown area: the Alberta Mill Complex, listed in 1976; the Carrboro Commercial District, listed in 1985; and the Thomas F. Lloyd Historic District, listed in 1986. The focus of the staff conversation had to do with the language which refers to buildings as "contributing," a determination based in large part on the integrity of the resource, and one that is made during the formal process to nominate a district to the National Register of Historic Places. Staff began work on a draft text amendment to clarify this language, when other priorities took precedence.

When taking a fresh look at the LUO and the district boundaries later in the year, staff noticed that some lots with buildings of historic significance were not included in the districts. If the intent of the original provision in the LUO was to preserve the character of the historic areas downtown via limitations on height within the district boundaries, there appeared to be a disconnect. Upon further consideration, other action might be needed to achieve that objective and protection of the long-term appearance and character of the historic core of downtown Carrboro.

A resolution has been prepared that offers the Board options for moving forward, including the possibility of designating some of the historic downtown as a local historic district, a process described in the LUO under Section 15-338.

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**Agenda Date:** 1/19/2016

**File Type:**Agendas

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**Version:** 1

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**FISCAL & STAFF IMPACT:** There are no costs associated with discussing this item. Future costs and staff time will vary in relation to any actions requested on the noted options for moving forward.

**RECOMMENDATION:** Staff recommends that the Board of Aldermen consider the attached resolution, and provide direction for potential next steps (*Attachment A*).

A RESOLUTION DIRECTING STAFF TOWARD CLARIFYING THE DENSITY  
AND DIMENSIONAL REGULATIONS FOR PROPERTIES IN AND AROUND  
NATIONAL REGISTER HISTORIC DISTRICTS

WHEREAS, the Town of Carrboro has three National Register Historic Districts in the downtown area; and

WHEREAS, all three districts provide important reminders of Carrboro's history; and

WHEREAS, collectively, the three districts create the backbone of the existing urban fabric which makes downtown Carrboro the charming, walkable destination that it has become.

NOW, THEREFORE BE IT RESOLVED by the Carrboro Board of Aldermen that the Board directs staff to

1. Leave the existing provisions in the Land Use Ordinance as they are currently written.
2. Prepare a draft ordinance that would clarify the existing language in Section 15-185(3)(e).
3. Prepare a draft ordinance that would expand the scope of the language in Section 15-185(3)(e).
4. Explore local historic district designation for the existing National Register Historic Districts, or some combination of them with updated boundaries.
5. Something else.

This is the 19th day of January in the year 2016.





# Town of Carrboro

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

## Agenda Item Abstract

**File Number:**16-020

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**Agenda Date:** 1/19/2016

**File Type:**Agendas

**In Control:** Board of Aldermen

**Version:** 1

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### **TITLE:**

A Resolution Making Appointments to, and Appointing the Chair Person of, the Carrboro Tourism Development Authority

**PURPOSE:** The purpose of this item is for the Board of Aldermen to consider appointing members to the Carrboro Tourism Development Authority (CTDA) and select a chair.

**DEPARTMENT:** Town Clerk

**CONTACT INFORMATION:** Cathy Dorando - 918-7309

**INFORMATION:** The CTDA was established by Section 8A of the Carrboro Town Code. The Board made the initial appointments to the CTDA in June of 2013. All terms are for one year and expire annually in January. The current members of the Authority, Alvin Sellers, Erin Jobe and Phaedra Kelly have indicated that they would like to continue to serve. The Town Clerk advertised the openings and received no additional applications.

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

The Hotel/Motel Room Occupancy Tax is a tax for the Town of Carrboro and the distribution of the tax is outlined in Section 8A-4 of the Carrboro Town Code:

Section 8A-4. Distribution and Use of Tax Revenue.

The town shall, on a quarterly basis, remit the net proceeds of the occupancy tax to the Carrboro Tourism Development Authority (CTDA). The CTDA shall use at least two-thirds of the funds remitted to it under this section to promote travel and tourism in Carrboro and shall use the remainder for tourism-related expenditures. The following definitions apply in this section:

(1) Net Proceeds. Gross proceeds less the cost to the town of administering and collecting the tax, as determined by the finance officer, not to exceed three percent (3%) of the first five hundred thousand dollars (\$500,000) of gross proceeds collected each year and one percent (1%) of the remaining gross receipts collected each year.

(2) Promote travel and tourism. To advertise or market an area or activity, publish and distribute pamphlets and other materials, conduct market research, or engage in similar promotional activities that attract tourists or

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**Agenda Date:** 1/19/2016

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**Version:** 1

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business travelers to the area. The term includes administrative expenses incurred in engaging in these activities.

(3) Tourism-related expenditures. Expenditures that, in the judgment of the CTDA, are designed to increase the use of lodging facilities, meeting facilities, and convention facilities in the town by attracting tourists or business travelers to the town. The term includes tourism-related capital expenditures.

**RECOMMENDATION:** Staff recommends that the Board of Aldermen reappoint the members of the CTDA for another term and select a chair person for the Authority.

A Resolution Making Appointments to the Carrboro Tourism Development Authority and  
Selecting a Chair Person for the Authority

Section 1. The Board of Aldermen hereby appoints:

1. Alvin Sellers
2. Erin Jobe
3. Phaedra Kelly

Section 2. The Board of Aldermen hereby selects **INSERT NAME**

Section 3. The terms shall expire January 31, 2016

Section 4. This resolution is effective immediately upon adoption.