Town of Carrboro

Meeting Agenda

Board of Aldermen

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

Tuesday, April 17, 2018 | **7:30 PM** | **Board Chambers - Room 110**

7:30-8:00

A. POETRY READING, RESOLUTIONS, PROCLAMATIONS, AND ACKNOWLEDGEMENTS

1. 17-460 Resolution - Sexual Assault Awareness Month

Attachments: Attachment A - 2018 Sexual Assault Awareness Month Resolution

2. 17-459 Introduction of new Deputy Chief / Fire Marshal

PURPOSE: The purpose of this item is to introduce the new Deputy Chief / Fire Marshal to the Board of Aldermen.

3. 17-458 Awarding of Managing Officer Program Certificates

PURPOSE: The purpose of this agenda item is to award Lt. Covington and Driver Downs their certificates for completion of the Managing Officer Program through the National Fire Academy.

4. 17-497 Charges Issued to Recently Appointed Advisory Board Members

8:00-8:05

B. ANNOUNCEMENT OF UPCOMING MEETINGS

8:05-8:20

C. REQUESTS FROM VISITORS AND SPEAKERS FROM THE FLOOR

8:20-8:25

D. CONSENT AGENDA

1. 17-503 Approval of February 27, 2018 Meeting Minutes

2. 17-498 Request to Make an Appointment to the Arts Committee

PURPOSE: The purpose of this agenda item is for the Board of Aldermen to make an appointment to the Arts Committee.

Attachments: Attachment A - Appointment Resolution

OAttachment B - Arts Committee Application

3. 17-478 Amendment to Police Body Worn Camera Grant Project Ordinance No. 6/2017-18

PURPOSE: To increase Town's financial commitment by $10,939 to match Department of Justice grant award of $46,731.

Attachments: Grant Ordinance Amendment - Body Worn Cameras Project Ordinance

4. 17-496

Attachments: A RESOLUTION AWARDING 2017 AUDIT CONTRACT

Audit Contract 2018

Audit Engagement Letter 2018

E. OTHER MATTERS

8:25-8:35

1. 17-501 Permit Extension Request for Previously Issued Conditional Use Permit for Veridia AIS

PURPOSE: The Board is asked to consider approving a request for an extension of the date when a Conditional Use Permit would otherwise expire for Veridia AIS CUP. Town Staff recommends approval of the request.

Attachments: Attachment A - Resolution Approving Permit Extension

Attachment B - Letter from Applicant

Attachment C - CUP Document

8:35-9:00

2. 17-490 Update on Policing Equity

PURPOSE: To provide an update on the Carrboro Police Department's efforts toward Bias-free policing.

Attachments: A_Police Equity 2018.pdf
B_TrafficStopReport_Fillable-FORM.pdf
C_RAND_RP1253.pdf
D_RTI STAR Black.pdf
E_RTI STAR Hispanic.pdf
F_Carrboro PD Citizen Satisfaction Survey.pdf
G_SRO MOU.pdf
TrafficStopReport_Fillable-FORM.doc

9:00-9:10

3. 17-500 Consideration and Possible Approval of a Development Agreement Between the Town of Carrboro and the ArtsCenter Regarding the 203 South Greensboro Project

PURPOSE: The purpose of this item is to provide the Board of Aldermen with an opportunity to consider and approve a Development Agreement between the Town and the ArtsCenter that will allow both parties to cooperatively proceed with the planning, design, and construction of the project, and possibly to incorporate space specifically designed for use by the ArtsCenter.

Attachments: Attachment A - Resolution
Attachment B - Development Agreement

9:10-9:20

4. 17-494

Discussion and Requests to Set Public Hearings for Voluntary Annexation and Conditional Rezoning at 905 & 921 Homestead Road

PURPOSE: The purpose of this item is for the Board to consider again requests to set public hearings on voluntary annexation and rezoning of property at 905 and 921 Homestead Road. The Board must receive public comment before considering these petitions. Resolutions setting public hearings are provided for the Board's use.

Attachments: Attachment A-1 - Resolution for Annexation_4-17-2018

Attachment A-2 - Resolution for Change of Zoning_4-17-2018

Attachment B - Vicinity Map

Attachment C - Petition for Conditional Rezoning for 905 & 921 Homestead Rd_3-19-2018

Attachment D - Rezoning Exhibit

Attachment E - Draft Conditions

Attachment F - LUO Excerpts

Attachment G - Petition for Annexation - 905and921Homestead

9:20-9:30

5. 17-495

Consider approval of Scholarships for Membership in the Carrboro Business Alliance for Minority and Women-Owned Businesses

PURPOSE: The purpose of this item is to consider allowing staff to utilize existing budgeted funds for implementation of a recommendation in the Economic Sustainability Plan

9:30-9:40

6. 17-491

Request-to-Set a Public Hearing on Land Use Ordinance Amendments Relating to Boarding and Rooming Houses

PURPOSE: The purpose of this agenda item is for the Board of Aldermen to consider setting a public hearing on text amendments to the Land Use Ordinance relating to definitions and permit requirements for boarding houses and rooming houses.

Attachments: Attachment_A - Resolution

Attachment B - Boarding House and Rooming House Ordinance rev reh 4-13-2018

Attachment C - Degrees of consanguinity

9:40-9:50

7. 17-493 Request-to-Set a Public Hearing on a Land Use Ordinance Amendment to Establish a Lloyd/Broad/Sunset District

PURPOSE: The purpose of this agenda item is for the Board of Aldermen to consider setting a public hearing on a text amendment to the Land Use Ordinance that would create a new zoning overlay district.

Attachments: Attachment A - Resolution

Attachment B - Lloyd Broad Sunset Overlay District Ordinance rev reh 4-13-2018

Attachment C - Map Lloyd-Broad Overlay District

9:50-10:00

8. 17-489 Consideration of On-Street Parking Provisions in the Lloyd-Broad Neighborhood

PURPOSE: The purpose of this agenda item is for the Board of Aldermen to consider whether amendments to the Town Code relating to on-street parking in the Lloyd-Broad neighborhood would be beneficial.

Attachments: Attachment A - On Street Parking in Lloyd-Broad

10:00-10:05

9. 17-499 Request to Make an Appointment to the Transportation Advisory Board

PURPOSE: The purpose of this agenda item is for the Board of Aldermen to make an appointment to the Transportation Advisory Board

Attachments: Attachment A - Appointment Resolution

Attachment B -Chair Forms and Applications

Attachment C - Transportation Advisory Board Information Matrix April 2018.pdf

F. MATTERS BY BOARD MEMBERS

G. MATTERS BY TOWN MANAGER

H. MATTERS BY TOWN ATTORNEY

I. MATTERS BY TOWN CLERK

“Sexual Assault Awareness Month 2018 Resolution”

WHEREAS, the Orange County Rape Crisis Center assisted over 675 survivors of sexual violence, their loved ones, and community professionals during 2017; and

WHEREAS, the Orange County Rape Crisis Center works with the county's two school systems and other groups to provide students with age-appropriate information about violence prevention, reaching over 17,000 youth and adults each year; and

WHEREAS, the coordination of the Orange County Sexual Assault Response Team (SART) is bringing together members of law enforcement, the medical community, the legal system, and other community advocates to improve services for survivors of sexual assault who come forward; and

WHEREAS, 1 in 5 American women have been sexually assaulted at some point in their lives (Centers for Disease Control and Prevention, 2010); and

WHEREAS, in the United States rape is the most costly crime to its survivors, totaling $127 billion a year considering factors such as medical cost, lost earnings, pain, suffering, and lost quality of life (U.S. Department of Justice, 1996); and

WHEREAS, in the United States 1 in 3 women and 1 in 4 men have experienced some form of sexual or physical violence committed by an intimate partner (Centers for Disease Control and Prevention, 2010); and

WHEREAS, there are more than 16,500 sex offenders registered as living in North Carolina (Department of Justice, 2015)

WHEREAS, victim-blaming continues to be an enormous problem in instances of rape and sexual assault; and

WHEREAS, the Orange County Rape Crisis Center, a nonprofit agency that has served this community since 1974, is working to stop sexual violence and its impact through support, education, and advocacy;

NOW, THEREFORE BE IT RESOLVED that the Carrboro Board of Aldermen, do hereby proclaim the month of April 2018 as “SEXUAL ASSAULT AWARENESS MONTH.” We encourage all citizens to speak out against sexual violence and to support their local community’s efforts to prevent and respond to these appalling crimes.

Town of Carrboro

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Agenda Item Abstract

File Number:17-459

Agenda Date: 4/17/2018

File Type: Agendas

In Control: Board of Aldermen

Version: 1

TITLE:
Introduction of new Deputy Chief / Fire Marshal

PURPOSE: The purpose of this item is to introduce the new Deputy Chief / Fire Marshal to the Board of Aldermen.

DEPARTMENT:

CONTACT INFORMATION:

INFORMATION:

FISCAL & STAFF IMPACT:

RECOMMENDATION:

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Agenda Item Abstract

File Number:17-458

Agenda Date: 4/17/2018 **File Type:**Agendas

In Control: Board of Aldermen

Version: 1

TITLE:
Awarding of Managing Officer Program Certificates

PURPOSE: The purpose of this agenda item is to award Lt. Covington and Driver Downs their certificates for completion of the Managing Officer Program through the National Fire Academy.

DEPARTMENT: Fire-Rescue Department

CONTACT INFORMATION: Susanna Schmitt Williams, Fire Chief
swilliams@townofcarrboro.org <mailto:swilliams@townofcarrboro.org>, 919-918-7349

INFORMATION: The National Fire Academy Managing Officer Program is a multi-year curriculum that introduces emerging emergency services leaders to personal and professional skills in change management, risk reduction, and adaptive leadership. The program is a competitive program that begins with an application process and pre-course work. Participants then complete two years of study on the campus of the National Fire Academy. They then must complete a capstone project at the culmination of the program in order to satisfy all graduation requirements and award of certificates. Lt. Covington and Driver Downs have satisfied all the components. Their capstone project entails a culture change and policy change for Carrboro Fire-Rescue as it relates to cancer prevention for personnel. Firefighters are 3-5x more likely than the general public to be diagnosed with cancer due to the carcinogens in today's fires. Today's fires while they happen less frequently are more dangerous (synthetics release carcinogens). Their project practiced many of the skills learned in the program. Lt. Covington and Driver Downs are being awarded their Managing Officer Program certificates and designations.

FISCAL & STAFF IMPACT: None

RECOMMENDATION: It is the recommendation that the Board of Aldermen award Lt. Covington and Driver Downs the Managing Officer Program certificates and designations.

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Agenda Item Abstract

File Number:17-497

Agenda Date: 4/17/2018

File Type: Agendas

In Control: Board of Aldermen

Version: 1

Charges Issued to Recently Appointed Advisory Board Members

The following charge will be issued:

1) Deborah Rich - Northern Transition Area Advisory Commission

2) Jim Porto - Economic Sustainability Commission

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Agenda Item Abstract

File Number:17-498

Agenda Date: 4/17/2018

File Type: Agendas

In Control: Board of Aldermen

Version: 1

TITLE:
Request to Make an Appointment to the Arts Committee

PURPOSE: The purpose of this agenda item is for the Board of Aldermen to make an appointment to the Arts Committee.

DEPARTMENT: Town Clerk

CONTACT INFORMATION: Cathy Dorando, 919-918-7309

INFORMATION: The Arts Commission currently three vacant seats. An application was received from Kelli Crispin and she has attended meetings and indicated her interest in being appointed to the Arts Committee. Arthur Beven Ramsey is the current chair of the Arts Committee but did not provide chair forms for the Board's review. The Town Clerk checked with the Chair and verified that it was ok to send the application to the Board of Aldermen so the appointment could be made in a timely manner. The attached resolution appoints Kelli Crispin to the Arts Committee.

FISCAL & STAFF IMPACT: N/A

RECOMMENDATION: It is recommended that the Mayor and Board adopt the attached resolution.

ATTACHMENT A

A RESOLUTION MAKING APPOINTMENT(S) TO THE
ARTS COMMITTEE

THE BOARD OF ALDERMEN HEREBY APPOINTS THE FOLLOWING APPLICANT(S) TO THE ARTS COMMITTEE:

Seat Designation	**Appointee**	**Term Expiration**
Member	Kelli Crispin	2/2020

Section 2. This resolution shall become effective upon adoption.

From: noreply@civicplus.com
To: Catherine Dorando; Rebecca Buzzard; Julie Eckenrode
Subject: Online Form Submittal: Advisory Board Application
Date: Friday, April 06, 2018 9:25:57 PM

Advisory Board Application

First Name	Kelli
Last Name	Crispin
Date	4/2/2018
Address1	605 Jones Ferry Rd #HH4
Address2	*Field not completed.*
City	Carrboro
State	NC
Zip	27510
Is this address located within the corporate limits of the Town of Carrboro?	Yes
Is this address located within the Town's ETJ, Planning Jurisdiction, or Northern Transition Area?	No
Telephone	9192658623
Email Address	crispin.kelli@yahoo.com
Date of Birth	9/28/1969
Race	White
Sex	Female
Occupation	Business Analyst
Are you a registered Orange County Voter?	Yes
	4.5 years

Length of Residence in Orange County	
Length of Residence in the Town of Carrboro	4.5 years
I wish to be considered for appointment to the following committee/board(s) (Do Not Select More Than Two):	Arts Committee
Other (advisory board not listed):	*Field not completed.*
Advisory Board Preference	Arts Committee
*Employer/Self Employed	UNC
Number of Years Employed	4.5
* Provide examples of how you are involved in the promotion of travel and tourism in the Town of Carrboro.	*Field not completed.*
Community Activities/Organizational Memberships	I am currently a member of the Triangle Weavers Guild. In the past I have attended Eno River Unitarian Universalist Fellowship and volunteered with the Durham LGBTQ Center.
Experience to Aid You in Working on Advisory Boards	In my current position at UNC, I lead meetings to develop policy and standards, as well as provide project management for IT projects.
Reasons You Wish to be Appointed	I am a visual and fiber artist and a member of the LGBTQ community, and I believe my unique skills in creativity as well as analytical activities would be an asset to this committee. I love Carrboro and would like to contribute to the arts in my community.
Have you ever served on any Town of Carrboro Committee or Board?	No

If yes, which one(s)?	*Field not completed.*
Are you currently serving on a Town Board or Committee?	No
If yes, are you applying for a third consecutive term?	No
If yes, please describe how you meet one, or more, of the following exceptions noted below. *Members of the Board of Adjustment, Environmental Advisory Board, Human Services Advisory Commission, and Transportation Advisory Board may be reappointed to successive terms without limitation (Sections 15-29(c), 15-45(c) 3-7(d), 3-24(c))	NA

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Agenda Item Abstract

File Number:17-478

Agenda Date: 4/17/2018 **File Type:**Agendas

In Control: Board of Aldermen

Version: 1

TITLE:
Amendment to Police Body Worn Camera Grant Project Ordinance No. 6/2017-18

PURPOSE: To increase Town's financial commitment by $10,939 to match Department of Justice grant award of $46,731.

DEPARTMENT: Finance and Police

CONTACT INFORMATION: Arche McAdoo 919-918-7439; Chief Walter Horton 919-918-7408

INFORMATION: The U.S. Department of Justice awarded a $46,731grant to the Town to help with the purchase of 32 Body Worn Cameras for the Police Department. This award was made on the condition that Town match the DOJ grant amount (i.e. cover 50% of the total project cost.) All other conditions for this grant award have been satisfactorily resolved with DOJ and Office of the Controller.

Including the DOJ grant, the current total budget for purchasing body worn cameras is $148,841. The data storage necessary for the cameras has been acquired at a cost of $55,208, along with demo cameras at $11,110, which leaves a budget balance of 83,523.

In October 2017 the Board of Aldermen adopted Grant Project Ordinance No. 6/2017-18 which appropriated $35,767 for the Town's share of the total price of $65,600 to acquire 32 body worn cameras and purchase the necessary storage for records retention. Unfortunately, the price of these units have increased since we applied for the grant. Also, the DOJ grant funds cannot be used to purchase storage. The most recent cost estimate to purchase 32 body worn cameras is $93,462. Below is a summary of the projects budget status

Total Project Budget	$	148,841
Expenses To Date	$	66,318
Budget Available	$	82,523
Less DOJ Grant	$	46,731
Town Match To Date	$	35,792
Additional Town Match Needed	$	10,939

FISCAL & STAFF IMPACT: The project budget will increase from $148,841 to $159,800.

Agenda Date: 4/17/2018 **File Type:**Agendas

In Control: Board of Aldermen

Version: 1

RECOMMENDATION: The staff recommends that the Board of Aldermen adopt the attached resolution appropriating an additional $10,939 for a total match of $46,731 for the acquisition of Police Body Worn Cameras.

AMENDMENT TO POLICE BODY-WORN CAMERA GRANT PROJECT ORDINANCE NO. 6/2017-18

WHEREAS, the U. S. Department of Justice, Bureau of Justice Assistance; has awarded a $46,731 grant to the Town of Carrboro to assist with the acquisition off 32 Body Worn Cameras for the Police Department; and,

WHEREAS, this grant award was made on the condition that the Town provide non-federal matching funds in the amount of $46,731; and,

WHEREAS, the grant from Department of Justice has been accepted and All conditions fo tis grant award have been satisfactorily resolved the DOJ and Office of the Controller; and,

WHEREAS, the Board of Aldermen previously appropriated $91,000 for the acquisition of 32 body worn cameras and the required data storage; and,

WHEREAS, the appropriation budget balance for this project is $35,792; and,

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

1. An additional appropriation of $10,939 from General Fund Reserves
2. is here is hereby made to increase the non-federal matching share to $46,731 for Grant Award #2017-BC-BX-0075, Carrboro Police Department Body Worn Camera Program.

3. The total cost to purchase body worn cameras is not to exceed $93,462, and the Town Manager is authorized to execute \the necessary documents with DOJ.

4. The Program is authorized to be undertaken until all project activity is completed.

5. The following revenues are anticipated to be available to the Town of Carrboro to complete this Project:

Federal Grant Funds DOJ Award	46,731.00
Town Funds	46,731.00
Total Revenues	**$93,462.00**

6. The following amount is appropriated for this project to be expended in the following manner:

32 Body Worn Cameras	65,600.00
Total Expenditures	**93,462.00**

7. Within five (5) days after this ordinance is adopted, the Town Clerk shall file a copy of this ordinance with the Finance Director.

The foregoing ordinance having been submitted to a vote received the following vote and was duly adopted this _____ day of 2018:

Town of Carrboro

Town Hall
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Agenda Item Abstract

File Number:17-496

Agenda Date: 4/17/2018 **File Type:**Agendas

In Control: Board of Aldermen

Version: 1

TITLE: Independent Audit Contract for FY 2017-18

PURPOSE: To award contract for the Town's annual independent audit for the fiscal year ending June 30, 2018.

DEPARTMENT: Finance

CONTACT INFORMATION: Arche L. McAdoo, 918-7439

INFORMATION: The Local Government Budget and Fiscal Control Act (LGBFCA) requires each local government to prepare an annual financial report on their financial position at the end of the fiscal year and financial results of operations. The LGBFCA also requires that this financial report be audited by an independent certified public accountant.

Dixon Hughes Goodman LLP, the Town's independent auditor, has submitted a contract to audit the Town's accounts and letter of engagement for the fiscal year ending June 30, 2018. The audit cost is $51,490.00, unchanged from last year. Depending upon the total expenditures of state and/or federal funds (e.g. Powell Bill Funds), the Town may be required to have one or more single audits prepared. The cost for a single audit is $3,000 for up to two major programs and $1,750 for any additional major program thereafter. At the request of the Town, Dixon Hughes Goodman LLP has included preparation of the Town's annual financial statements at an additional cost of $3,100.00.

FISCAL & STAFF IMPACT: The total cost for audit and financial statement preparation will not exceed $60,590.00. Funds for the cost of the annual audit and financial statement preparation have been requested in the Finance Department's FY 2018-19 general fund operating budget.

RECOMMENDATION: That the Board: 1) award a contract to Dixon Hughes Goodman LLP for a total cost not to exceed $60,590 for audit of Town accounts and preparation of annual financial statements for fiscal year ending June 30, 2018; and, 2) authorize the Mayor to sign the Audit Contract and Letter of Engagement required by the Local Government Commission.

A RESOLUTION AWARDING THE CONTRACT FOR INDEPENDENT AUDIT FOR FISCAL YEAR ENDING JUNE 30, 2018

BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE TOWN OF CARRBORO THAT:

Section 1. The audit contract for the fiscal year ending June 30, 2018 is awarded to Dixon Hughes Goodman LLP for a total cost not to exceed $60,590.00.

Section 2. The Mayor is authorized to sign the Audit Contract and Letter of Engagement required by the Local Government Commission.

Section 3. This resolution shall become effective upon adoption.

LGC-205 (Rev. 2018)

CONTRACT TO AUDIT ACCOUNTS

Of Town of Carrboro, North Carolina
Primary Government Unit

Discretely Presented Component Unit (DPCU) if applicable

On this 4th day of April, 2018,

Auditor: Dixon Hughes Goodman LLP Auditor Mailing Address:

1829 Eastchester Drive, High Point, North Carolina 27265 Hereinafter referred to as The Auditor

and the Board of Alderman (Governing Board(s)) of Town of Carrboro, North Carolina
(Primary Government)

and _____: hereinafter referred to as the Governmental Unit(s), agree as follows:
(Discretely Presented Component Unit)

1. The Auditor shall audit all statements and disclosures required by accounting principles generally accepted in the United States of America (GAAP) and additional required legal statements and disclosures of all funds and/or divisions of the Governmental Unit (s) for the period beginning July 1, 2017, and ending June 30, 2018. The non-major combining, and individual fund statements and schedules shall be subjected to the auditing procedures applied in the audit of the basic financial statements and an opinion shall be rendered in relation to (as applicable) the governmental activities, the business-type activities, the aggregate DPCUs, each major governmental and enterprise fund, and the aggregate remaining fund information (non-major government and enterprise funds, the internal service fund type, and the fiduciary fund types).

2. At a minimum, the Auditor shall conduct his/her audit and render his/her report in accordance with auditing standards generally accepted in the United States of America. The Auditor shall perform the audit in accordance with *Government Auditing Standards* if required by the State Single Audit Implementation Act, as codified in G.S. 159-34. If required by OMB *Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards,* (Uniform Guidance) and the State Single Audit Implementation Act, the Auditor shall perform a Single Audit. This audit and all associated audit documentation may be subject to review by Federal and State agencies in accordance with Federal and State laws, including the staffs of the Office of State Auditor (OSA) and the Local Government Commission (LGC). If the audit and Auditor communication are found in this review to be substandard, the results of the review may be forwarded to the North Carolina State Board of CPA Examiners (NC State Board). **County and Multi-County Health Departments:** The Office of State Auditor will require Auditors of these Governmental Units to perform agreed upon procedures (AUPs) on eligibility determination on certain programs. Both Auditor and Governmental Unit agree that Auditor shall complete and report on these AUPs on Eligibility Determination as required by Office of the State Auditor (OSA) and in accordance with the instructions and timeline provided by OSA.

3. If an entity is determined to be a component of another government as defined by the group audit standards, the entity's Auditor shall make a good faith effort to comply in a timely manner with the requests of the group auditor in accordance with AU-6 §600.41 - §600.42.

4. This contract contemplates an unmodified opinion being rendered. If during the process of conducting the audit the Auditor determines that it will not be possible to render an unmodified opinion on the financial statements of the unit, the Auditor shall contact the SLGFD staff to discuss the circumstances leading to that conclusion as soon as is practical and before the final report is issued. The audit shall include such tests of the accounting records and such other auditing procedures as are considered by the Auditor to be necessary in the circumstances. Any limitations or restrictions in scope which would lead to a qualification should be fully explained in an attachment to this contract.

5. If this audit engagement is subject to the standards for audit as defined in *Government Auditing Standards*, 2011 revisions, issued by the Comptroller General of the United States, then by accepting this engagement, the Auditor warrants that he has met the requirements for a peer review and continuing education as specified in *Government Auditing Standards*. The Auditor agrees to provide a copy of their most recent peer review report regardless of the date of the prior peer review report to the Governmental Unit and the Secretary of the LGC prior to the execution of the audit contract. **If the audit firm received a peer review rating other than pass**, the Auditor shall not contract with the Governmental Unit without first contacting the Secretary of the LGC for a peer review analysis that may result in additional contractual requirements.

   If the audit engagement is not subject to Government Accounting Standards or if financial statements are not prepared in accordance with GAAP and fail to include all disclosures required by GAAP, the Auditor shall provide an explanation as to why in an attachment.

6. It is agreed that time is of the essence in this contract. All audits are to be performed and the report of audit submitted to the SLGFD within four months of fiscal year end. Audit report is due on: October 31, 2018 If it becomes necessary to amend this due date or the audit fee, an amended contract along with a written explanation of the delay shall be submitted to the Secretary of the LGC for approval.

7. It is agreed that generally accepted auditing standards include a review of the Governmental Unit's systems of internal control and accounting as same relate to accountability of funds and adherence to budget and law requirements applicable thereto; that the Auditor shall make a written report, which may or may not be a part of the written report of audit, to the Governing Board setting forth his findings, together with his recommendations for improvement. That written report shall include all matters defined as "significant deficiencies and material weaknesses" in AU-C 265 of the *AICPA Professional Standards (Clarified)*. The Auditor shall file a copy of that report with the Secretary of the LGC.

8. All local government and public authority contracts for audit or audit-related work require the approval of the Secretary of the LGC. This includes annual or special audits, agreed upon procedures related to internal controls, bookkeeping or other assistance necessary to prepare the Governmental Unit's records for audit, financial statement preparation, any finance-related investigations, or any other audit-related work in the State of North Carolina. **Invoices for services rendered under these contracts shall not be paid by the Governmental Unit until the invoice has been approved by the Secretary of the LGC**. (This also includes any progress billings.) [G.S. 159-34 and 115C-447] All invoices for Audit work shall be submitted in PDF format to the Secretary of the LGC for approval. The invoices shall be sent via upload through the current portal address: https://nctreasurerslgfd.leapfile.net. Subject line should read "Invoice – [Unit Name]. The PDF invoice marked 'approved' with approval date shall be returned by email to the Auditor to present to the Governmental Unit for payment. Approval is not required on contracts and invoices for system improvements and similar services of a non-auditing nature.

9. In consideration of the satisfactory performance of the provisions of this contract, the Primary Government shall pay to the Auditor, upon approval by the Secretary of the LGC, the fee, which includes any cost the Auditor may incur from work paper or peer reviews or any other quality assurance program required by third parties (Federal and State grantor and oversight agencies or other organizations) as required under the Federal and State Single Audit Acts. (**Note: Fees listed on Fees page**.). This does not include fees for any Pre-Issuance reviews that may be required by the NC Association of CPAs (NCACPA) Peer Review Committee or NC State Board of CPA Examiners (see Item #12).

10. If the Governmental Unit has outstanding revenue bonds, the Auditor shall submit to the SLGFD either in the notes to the audited financial statements or as a separate report, a calculation demonstrating compliance with the revenue bond rate covenant. Additionally, the Auditor shall submit to the SLGFD simultaneously with the

Governmental Unit's audited financial statements any other bond compliance statements or additional reports required by the authorizing bond documents, unless otherwise specified in the bond documents.

11. After completing the audit, the Auditor shall submit to the Governing Board a written report of audit. This report shall include, but not be limited to, the following information: (a) Management's Discussion and Analysis, (b) the financial statements and notes of the Governmental Unit and all of its component units prepared in accordance with GAAP, (c) supplementary information requested by the Governmental Unit or required for full disclosure under the law, and (d) the Auditor's opinion on the material presented. The Auditor shall furnish the required number of copies of the report of audit to the Governing Board as soon as practical after the close of the fiscal year end.

12. If the audit firm is required by the NC State Board, the NCACPA Peer Review Committee, or the Secretary of the LGC to have a pre-issuance review of its audit work, there shall be a statement in the engagement letter indicating the pre-issuance review requirement. There also shall be a statement that the Governmental Unit shall not be billed for the pre-issuance review. The pre-issuance review shall be performed **prior** to the completed audit being submitted to the SLGFD. The pre-issuance review report shall accompany the audit report upon submission to the SLGFD.

13. The Auditor shall electronically submit the report of audit to the SLGFD as a text-based PDF file when (or prior to) submitting the invoice for services rendered. The report of audit, as filed with the Secretary of the LGC, becomes a matter of public record for inspection, review and copy in the offices of the SLGFD by any interested parties. **Any subsequent revisions to these reports shall be sent to the Secretary of the LGC along with an Audit report Reissuance form.** These audited financial statements, excluding the Auditors' opinion, may be used in the preparation of official statements for debt offerings, by municipal bond rating services to fulfill secondary market disclosure requirements of the Securities and Exchange Commission and for other lawful purposes of the Governmental Unit without subsequent consent of the Auditor. If the SLGFD determines that corrections need to be made to the Governmental Unit's financial statements, those corrections shall be provided within three days of notification unless another deadline is agreed to by the SLGFD.

    If the OSA designates certain programs to be audited as major programs, as discussed in item #2, a turnaround document and a representation letter addressed to the OSA shall be submitted to the SLGFD.

    The SLGFD's process for submitting contracts, audit reports and invoices is subject to change. Auditors shall use the submission process in effect at the time of submission. The most current instructions will be found on our website: https://www.nctreasurer.com/slg/Pages/Audit-Forms-and-Resources.aspx

14. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the Secretary of the LGC, this contract may be varied or changed to include the increased time, compensation, or both as may be agreed upon by the Governing Board and the Auditor.

15. If an approved contract needs to be amended for any reason, the change shall be made in writing, on the Amended LGC-205 contract form and pre-audited if the change includes a change in audit fee. This amended contract shall be completed in full, including a written explanation of the change, signed and dated by all original parties to the contract. It shall then be submitted through the audit contract portal to the Secretary of the LGC for approval. The portal address to upload the amended contract is https://nctreasurerslgfd.leapfile.net. No change to the audit contract shall be effective unless approved by the Secretary of the LGC, the Governing Board, and the Auditor.

16. A copy of the engagement letter, issued by the Auditor and signed by both the Auditor and the Governmental Unit shall be attached to the contract, and by reference here becomes part of the contract. In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract shall take precedence. Engagement letter terms that conflict with the contract are deemed to be void unless the conflicting terms of this contract are specifically deleted in Item #23 of this contract. Engagement letters containing indemnification clauses shall not be accepted by the SLGFD.

17. Special provisions should be limited. Please list any special provisions in an attachment.
See attached engagement letter

18. A separate contract should not be made for each division to be audited or report to be submitted. If a DPCU is subject to the audit requirements detailed in the Local Government Budget and Fiscal Control Act and a separate audit report is issued, a separate audit contract is required. If a separate report is not to be issued and the DPCU is included in the primary government audit, the DPCU shall be named along with the parent government on this audit contract. DPCU Board approval date, signatures from the DPCU Board chairman and finance officer also shall be included on this contract.

19. The contract shall be executed, pre-audited, physically signed by all parties including Governmental Unit and the Auditor and then submitted in PDF format to the Secretary of the LGC. The current portal address to upload the contractual documents is https://nctreasurerslgfd.leapfile.net. Electronic signatures are not accepted at this time. Included with this contract are instructions to submit contracts and invoices for approval as of November 2017. These instructions are subject to change. Please check the NC Treasurer's web site at https://www.nctreasurer.com/slg/Pages/Audit-Forms-and-Resources.aspx for the most recent instructions.

20. The contract is not valid until it is approved by the Secretary of the LGC. The staff of the LGC shall notify the Governmental Unit and Auditor of contract approval by email. **The audit should not be started before the contract is approved.**

21. There are no other agreements between the parties hereto and no other agreements relative hereto that shall be enforceable unless entered into in accordance with the procedure set out herein and approved by the Secretary of the LGC.

22. **E-Verify**. Auditor **shall comply** with the requirements of NCGS Chapter 64 Article 2. Further, if Auditor utilizes any subcontractor(s), Auditor **shall require** such subcontractor(s) to comply with the requirements of NCGS Chapter 64, Article 2.

23. All of the above paragraphs are understood and shall apply to this contract, except the following numbered paragraphs shall be deleted: (See Item 16 for clarification).

SIGNATURE PAGES FOLLOW FEES PAGE

Contract to Audit Accounts (cont.) Town of Carrboro, North Carolina

Primary Government Unit

Discretely Presented Component Unit (DPCU) if applicable

FEES – PRIMARY GOVERNMENT

AUDIT: $ $51,490 for the audit; $3,000 for up to two major programs and $1,750 for any additional major program thereafter.

WRITING FINANCIAL STATEMENTS: $ 3,100

ALL OTHER NON-ATTEST SERVICES: $ N/A

For all non-attest services the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct and *Governmental Auditing Standards* (as applicable). Bookkeeping and other non-attest services necessary to perform the audit shall be included under this contract. However, bookkeeping assistance shall be limited to the extent that the Auditor is not auditing his or her own work or making management decisions. The Governmental Unit shall designate an individual with the suitable skills, knowledge, and/or experience necessary to oversee the services and accept responsibility for the results of the services. Financial statement preparation assistance shall be deemed a "significant threat" requiring the Auditor to apply safeguards sufficient to reduce the threat to an acceptable level. The Auditor shall maintain written documentation of his or her compliance with these standards in the audit work papers.

Prior to submission of the completed audited financial report, applicable compliance reports and amended contract (if required) the Auditor may submit invoices for approval for services rendered, not to exceed 75% of the total of the stated fees above. If the current contracted fee is not fixed in total, invoices for services rendered may be approved for up to 75% of the prior year audit fee.

The 75% cap for interim invoice approval for this audit contract is $ 40,943

**** NA if there is to be no interim billing**

FEES – DPCU (IF APPLICABLE)

AUDIT: $ _____

WRITING FINANCIAL STATEMENTS: $ _____

ALL OTHER NON-ATTEST SERVICES: $ _____

For all non-attest services the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct and *Governmental Auditing Standards* (as applicable). Bookkeeping and other non-attest services necessary to perform the audit shall be included under this contract. However, bookkeeping assistance shall be limited to the extent that the Auditor is not auditing his or her own work or making management decisions. The Governmental Unit shall designate an individual with the suitable skills, knowledge, and/or experience necessary to oversee the services and accept responsibility for the results of the services. Financial statement preparation assistance shall be deemed a "significant threat" requiring the Auditor to apply safeguards sufficient to reduce the threat to an acceptable level. The Auditor shall maintain written documentation of his or her compliance with these standards in the audit work papers.

Prior to submission of the completed audited financial report, applicable compliance reports and amended contract (if required) the Auditor may submit invoices for approval for services rendered, not to exceed 75% of the total of the stated fees above. If the current contracted fee is not fixed in total, invoices for services rendered may be approved for up to 75% of the prior year audit fee.

The 75% cap for interim invoice approval for this audit contract is $ NA

**** NA if there is to be no interim billing**

Contract to Audit Accounts (cont.) Town of Carrboro, North Carolina

Primary Government Unit

Discretely Presented Component Unit (DPCU) if applicable

Communication regarding audit contract requests for modification or official approvals will be sent to the email addresses provided in the spaces below.

Audit Firm Signature:

Dixon Hughes Goodman LLP

Name of Audit Firm

By John A. Frank, CPA

Authorized Audit firm representative name: Type or print

John A. Frank

Signature of authorized audit firm representative

Date April 4, 2018

John.Frank@dhgllp.com

Email Address of Audit Firm

Governmental Unit Signatures:

Town of Carrboro, North Carolina

Name of Primary Government

By Lydia Lavelle, Mayor

Mayor / Chairperson: Type or print name and title

Signature of Mayor/Chairperson of governing board

Date

By N/A

Chair of Audit Committee - Type or print name

**

Signature of Audit Committee Chairperson

Date

** *If Governmental Unit has no audit committee, mark this section "N/A"*

PRE-AUDIT CERTIFICATE: Required by G.S. 159-28 (a)

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

By Arche McAdoo, Finance Officer

Primary Government Unit Finance Officer:

Type or print name

Primary Government Finance Officer Signature

Date

*(Pre-audit Certificate **must be dated**.)*

amcadoo@townofcarrboro.org

Email Address of Finance Officer

Date Primary Government Governing Body Approved Audit Contract - G.S. 159-34(a)

*****Please provide us the most current email addresses available as we use this information to update our contact database*****

Contract to Audit Accounts (cont.) Town of Carrboro, North Carolina

Primary Government Unit

Discretely Presented Component Unit (DPCU) if applicable

**** This page to only be completed by Discretely Presented Component Units If Applicable ****

Communication regarding audit contract requests for modification or official approvals will be sent to the email addresses provided in the spaces below.

DPCU Governmental Unit Signatures:

Name of Discreetly Presented Component Unit

By

DPCU Board Chairperson: Type or print name and title

Signature of Chairperson of DPCU governing board

Date

By

Chair of Audit Committee - Type or print name

**

Signature of Audit Committee Chairperson

Date

** *If Governmental Unit has no audit committee, mark this section "N/A"*

PRE-AUDIT CERTIFICATE: Required by G.S. 159-28 (a)

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

By

DPCU Finance Officer:

Type or print name

DPCU Finance Officer Signature

Date

*(Pre-audit Certificate **must be dated.**)*

Email Address of Finance Officer

Date DPCU Governing Body Approved Audit Contract - G.S. 159-34(a)

*****Please provide us the most current email addresses available as we use this information to update our contact database*****

Steps to Completing the Audit Contract

1. Complete the header information – If a DPCU is subject to the audit requirements found in the Local Government Budget and Fiscal Control Act and a separate report is being issued for that DPCU, a separate audit contract for the DPCU is required. If a separate report is not being issued for the DPCU – it is being included in the Primary Government's audit – the DPCU shall be named with the Primary Government on the audit contract for the Primary Government. The Board Chairperson of the DPCU shall sign the audit contract in addition to the elected leader of the Primary Government.
2. Item No. 1 – Complete the period covered by the audit
3. Item No. 6 – Fill in the audit due date. For Governmental Unit (s), the contract due date can be no later than 4 months after the end of the fiscal year, even though amended contracts may not be required until a later date.
4. Item No. 8 – If the process for invoice approval instructions changed, the Auditor should make sure he and his administrative staff are familiar with the current process. Instructions for each process can be found at the following link. https://www.nctreasurer.com/slg/Pages/Audit-Forms-and-Resources.aspx
5. Item No. 9 –Please note that the new fee section has been moved to page 5.
6. Item No. 16 – Has the engagement letter been attached to the contract that is being submitted to SLGFD?
   a. Do the terms and fees specified in the engagement letter agree with the Audit contract? *"In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract shall take precedence."*
   b. Does the engagement letter contain an indemnification clause? **The audit contract shall not be approved if there is an indemnification clause – refer to LGC Memo # 986.**
7. Complete the fee section for BOTH the Primary Government and the DPCU (if applicable) on the fees page; please note:
   - The cap on interim payments is 75% of the current audit fee for services rendered if the contracted fee amount is a fixed amount. If any part of the fee is variable, interim payments are limited to 75% of the prior year's total audit fee. If the contract fee is partially variable, we shall compare the authorized interim payment on the contract to 75% of last year's actual approved total audit fee amount according to our records. There is a report of audit fees paid by each governmental unit on our web site: https://www.nctreasurer.com/slg/lfm/audit_acct/Pages/default.aspx select "audit fees"

     Please call or email Lorna Hodge at 919-814-4299 lorna.hodge@nctreasurer.com if you have any questions about the fees on this list.
   - For variable fees for services, are the hourly rates or other rates clearly stated in detail? If issued separately in an addendum, has the separate page been acknowledged in writing by the Governmental Unit?

- For fees for services that are a combination of fixed and variable fees, are the services to be provided for the fixed portion of the fee clearly stated? Are the hourly rates or other rates clearly stated for the variable portion of the fee? (Note: See previous bullet point regarding variable fees.)

- If there is to be no interim billing, please indicate N/A instead of leaving the line blank.

8. Signature Area – There are now 2 Signature Pages: one for the Primary Government and one for the DPCU. Please only send the page(s) that are applicable to your Unit of Government and do not include the instructions pages. Make sure all signatures have been obtained, and properly dated. **The contract shall be approved by Governing Boards pursuant to G.S. 159-34(a).** If this contract includes the audit for a DPCU that is a Public Authority that falls under the Local Government Budget and Fiscal Control Act, it shall be named in this contract and the Board Chairperson of the DPCU also shall sign the contract in the area indicated. If the DPCU is filing a separate audit, a separate audit contract is required for that DPCU.

9. Please place the date the Primary Government's Governing Board and the DPCU's Governing Board (if applicable) approved the audit contract in the space provided.

   a. Please make sure that you provide email addresses for the audit firm and finance officer as these will be used to communicate official approval of the contract.

   b. Has the pre-audit certificate for the Primary Government (and the DPCU if applicable) been signed and dated by the appropriate party?

   c. Has the name and title of the Mayor or Chairperson of the Unit's Governing Board and the DPCU's Chairperson (if applicable) been typed or printed on the contract and has he/she signed in the correct area directly under the Auditor's signature?

10. If the Auditor is performing an audit under the yellow book or single audit rules, has year-end bookkeeping assistance been limited to those areas permitted under the revised GAO Independence Standards? Although not required, we encourage Governmental Units and Auditors to disclose the nature of these services in the contract or an engagement letter. Fees for these services should be shown in the space indicated on the fees page.

11. Has the most recently issued peer review report for the audit firm been included with the contract? This is required if the audit firm has received a new peer review report that has not yet been forwarded to us. The audit firm is only required to send the most current Peer Review report to us once – not multiple times.

12. After all the signatures have been obtained and the contract is complete, please convert the contract and all other supporting documentation to PDF. When submitting for approval send the documents as one PDF file to include the Audit contract, any applicable addendums, the engagement letter and Peer Review Report. Submit these documents using the most current submission process which can be obtained at the NC Treasurer's web site

    https://www.nctreasurer.com/slg/Audit%20Forms%20and%20Resources/Instructions%20for%20Contract%20Submission.pdf

13. If an audit cannot be completed by the due date, the Auditor or Governmental Unit shall file an Amended Contract form (Amended LGC-205). This form shall be signed by the Governmental Unit representative and the Auditor. The explanation for the delay in completing the audit is part of this contract amendment form and shall be provided. The parties that signed the original audit contract shall sign the amended contract form as well. If the signing representatives are unable to sign the amended contract, please include an explanation for this in the submitted amended contract form.

DHG
DIXON HUGHES GOODMAN LLP

1829 Eastchester Drive
High Point, NC 27265
D 336.889.5156
F 336.889.6168
www.dhgllp.com

April 4, 2018

Board of Aldermen
Town of Carrboro
301 West Main Street
Carrboro, North Carolina 27510

We are pleased to confirm our understanding of the services we are to provide for Town of Carrboro, (the "Town") for the year ending June 30, 2018. This attachment to item 17, "Contract to Audit Accounts" (LGC-205) is intended to further clarify certain provisions of the Contract.

AUDIT SERVICES

We will audit the financial statements of the governmental activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of the Town as of and for the year ending June 30, 2018.

AUDIT OBJECTIVES

The objective of our audit is the expression of opinions as to whether the Town's financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America. The objective also includes reporting on:

- Internal control related to the financial statements and compliance with laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act, as amended, Title 2 U.S. Code of Federal Regulations ("CFR") Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* ("Uniform Guidance") and the *State Single Audit Implementation Act (collectively referred to as the "Single Audits").*

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. The reports will state that the report is not suitable for any other purpose. If during our audit we become aware that the Town is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act; the provisions of the Uniform Guidance, and the *State Single Audit Implementation Act*, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our audits. Our reports will be addressed to the governing board of the Town. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements or the Single Audits are other than unmodified, we will discuss the reasons with the governing board and/or the appropriate members of management. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement.

AUDIT PROCEDURES - GENERAL

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from errors, fraudulent financial reporting, misappropriation of assets, or violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with auditing standards generally accepted in the United States of America and *Government Auditing Standards*. In addition,

an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for the Single Audits. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures may include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of certain assets and liabilities by correspondence with selected individuals, creditors, and financial institutions. We may request written representations from the Town's attorneys as part of the engagement, and they may bill the Town for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from management about its responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards. Because of the importance of management's written or verbal representations to an effective audit, management agrees to release and indemnify Dixon Hughes Goodman LLP and its personnel from any liability and costs relating to our services under this letter attributable to any knowing misrepresentations by management.

In providing our audit services we are required by law and our professional standards to maintain our independence from the Town. We take this mandate very seriously and thus guard against impermissible relationships which may impair the very independence which management and the users of our report require. As such management should not place upon us special confidence that in the performance of our audit services we will act solely in your interest. Therefore, management acknowledges and agrees we are not in a fiduciary relationship with management and we have no fiduciary responsibilities to management in the performance of our services described herein.

AUDIT PROCEDURES - INTERNAL CONTROLS

Our audit includes obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures, but not for the purpose of expressing an opinion on the effectiveness of the Town's internal control over financial reporting. Accordingly we will express no such opinion. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under auditing standards generally accepted in the United States of America, *Government Auditing Standards*, the Uniform Guidance and the *State Single Audit Implementation Act*.

As required by the Uniform Guidance and the *State Single Audit Implementation Act*, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal and state award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no

opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance and the *State Single Audit Implementation Act.*

AUDIT PROCEDURES - COMPLIANCE

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Town's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards.*

The Uniform Guidance and the *State Single Audit Implementation Act* require that we also plan and perform the audit to obtain reasonable assurance about whether the Town has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *Office of Management and Budget ("OMB") Compliance Supplement* and the *Audit Manual for Governmental Auditors in North Carolina* for the types of compliance requirements that could have a direct and material effect on each of the Town's major programs. The purpose of these procedures will be to express an opinion on the Town's compliance with requirements applicable to each of its major programs in our reports on compliance issued pursuant to Uniform Guidance and the *State Single Audit Implementation Act.*

MANAGEMENT'S RESPONSIBILITIES

Management is responsible for (1) establishing and maintaining effective internal controls, including internal controls over federal awards, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. Management is also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements).

Management is responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. Management is also responsible for providing us with access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation and other matters. Management also agrees to provide us with any additional information that we may request from management for the purpose of the audit as well as unrestricted access to any person within the Town from whom we determine it necessary to obtain audit evidence.

Management responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information. Management responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any

uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

Management is responsible for the design, implementation and maintenance of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud or illegal acts affecting the Town involving (1) management; (2) employees who have significant roles in internal control; and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Management responsibilities include informing us of management's knowledge of any allegations of fraud or suspected fraud affecting the Town received in communications from employees, former employees, grantors, regulators, or others. In addition, management is responsible for identifying and ensuring that the Town complies with applicable laws and regulations, contracts, agreements, and grants for taking timely and appropriate steps to remedy any fraud, illegal acts, violations of contracts or grant agreements, or abuse that we may report. As required by the Uniform Guidance and the *State Single Audit Implementation Act*, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a Summary Schedule of Prior Audit Findings and a Corrective Action Plan if necessary.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the "Audit Objectives" section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. Management is also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

Management is responsible for identifying all federal and state awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal and state awards (including notes and noncash assistance received) in conformity with the Uniform Guidance and the *State Single Audit Implementation Act*. Management agrees to include our report on the schedule of expenditures of federal and state awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal and state awards. Management also agrees to include the audited financial statements with any presentation of the schedule of expenditures of federal and state awards that includes our report thereon. Management responsibilities include acknowledging to us in the written representation letter that (1) management is responsible for presentation of the schedule of expenditures of federal and state awards in accordance with the Uniform Guidance and the *State Single Audit Implementation Act*; (2) management believes the schedule of expenditures of federal and state awards, including its form, and content, is stated fairly in accordance with the Uniform Guidance and the *State Single Audit Implementation Act*; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) management has disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal and state awards.

We understand that the Town's employees will prepare all cash, accounts receivable, and other confirmations we request and will locate any documents selected by us for testing.

REQUIRED SUPPLEMENTARY INFORMATION

Our audit is for the purpose of forming an opinion on the financial statements taken as a whole. Accounting principles generally accepted in the United States ("GAAP") provide for certain required supplementary information ("RSI") to accompany the basic financial statements. We understand the following RSI will accompany the basic financial statements:

1. Management's Discussion and Analysis ("MD&A")
2. Law Enforcement Officers' Special Separation Allowance - Schedule of Funding Progress
3. Notes to the Required Schedules for the Law Enforcement Officers' Special Separation Allowance
4. Other Postemployment Benefits - Schedule of Funding Progress
5. Other Postemployment Benefits - Schedule of Employer Contributions
6. Notes to the Required Schedules for Other Postemployment Benefits
7. Schedule of the Proportionate Share of Net Pension Asset for Local Government Employees' Retirement System
8. Schedule of Contributions to Local Government Employees' Retirement System

Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context.

The Town's management is responsible for the fair presentation of the RSI. As part of our engagement, we will apply certain limited procedures to the RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

SUPPLEMENTARY INFORMATION

We understand that the following supplementary information other than RSI will accompany the basic financial statements:

1. Combining non-major and fiduciary fund statements
2. Budgetary schedules for all funds required to adopt a budget other than the General Fund and annually adopted major special revenue funds
3. Schedule of Ad Valorem Taxes Receivable
4. Analysis of Current Tax Levy - Town-Wide Levy

Such information is presented for the purpose of additional analysis of the financial statements and is not a required part of the basic financial statements. The Town's management is responsible for the fair presentation of the supplementary information. We will subject the supplementary information to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the accounting and other records used to prepare the financial statements or to the financial statements themselves in accordance with auditing standards generally accepted in the United States of America.

Management's responsibilities include acknowledging to us in the written representation letter that (a) management is responsible for presentation of the supplementary information in accordance with GAAP; (b) that management believes the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (c) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (d) management has disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Our responsibility is to report whether such information is fairly stated in all material aspects in relation to the basic financial statements taken as a whole. Management agrees to include our report on the supplementary information other than RSI in any document that contains, and indicates that we have reported on, the supplementary information other than RSI. Management also agrees to include the audited financial statements with any presentation of the supplementary information other than RSI that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information other than RSI no later than the date the supplementary information other than RSI is issued with our report thereon.

OTHER INFORMATION

Our audit is for the purpose of forming an opinion on the basic financial statements taken as a whole. We understand the Town will prepare schedules for inclusion in the Comprehensive Annual Financial Report. Such information is presented for the purpose of additional analysis and is not a required part of the basic financial statements. The Town's management is responsible for such information. We will not subject such information to the auditing procedures applied in the audit of the basic financial statements, and accordingly, we will not express an opinion or provide any assurance on it.

MANAGEMENT'S RESPONSIBILITY FOR NONATTEST SERVICES

Management agrees to assume all management responsibilities and to oversee the non-attest services we will provide by designating an individual possessing suitable skill, knowledge and/or experience. Management is responsible for evaluating the adequacy and results of the services performed and accepting responsibility for the results of such services. Management is responsible for designing, implementing, and maintaining internal controls.

We will provide the following non-attest services:

- We will assist with preparation of the Town's financial statements, and related notes;
- We will advise management about appropriate accounting principles and their application and will assist in preparation of the Town's basic financial statements. The responsibility for the basic financial statements and all representations contained therein remains with management, which includes members of the governing board;

- At the conclusion of the engagement, we will complete the appropriate sections of and sign the Data Collection Form that summarizes our audit findings (if required). We will provide to management the required electronic copy of the financial reporting package (including the basic financial statements, Schedule of Expenditures of Federal and State Awards, auditors' reports on internal controls and compliance, Schedule of Findings and Questioned Costs, Corrective Action Plan (if required) and a Summary Schedule of Prior Audit Findings (if required) along with the Data Collection Form) to be uploaded on the federal clearinghouse's website; and,
- At the conclusion of the engagement, we will upload the audited financial statements and compliance reports on the North Carolina State Treasurer's website.

Management is responsible for evaluating the adequacy and results of the above non-attest services performed and accepting responsibility for the results of such services. This includes management's review and approval of all adjustments we may propose to the accounting records of the Town or its financial statements as a result of these services.

USE OF FINANCIAL STATEMENTS

If the Town's financial statements are to be included in a client prepared document, other than the Town's *Comprehensive Annual Financial Report*, which includes other information, the Town should notify us of the nature of the document and allow us to read such document prior to submitting the document to others. An example of another document would be an official statement in connection with a public debt offering.

AUDIT ADMINISTRATION, FEES AND OTHER

In connection with providing our professional services, we may engage the assistance of outside service providers for non-substantive services. We may share confidential information about the Town with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, management will be asked to provide its consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we are responsible for the adequate oversight of all services provided by the third-party service provider and for ensuring that all services are performed with competence and due professional care.

The audit documentation for this engagement is the property of Dixon Hughes Goodman LLP and constitutes confidential information. However, we may be requested to make certain audit documentation available to the a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office or North Carolina Office of the State Auditor pursuant to authority given to it by law or regulation. If requested, access to such audit documentation will be provided under the supervision of Dixon Hughes Goodman LLP personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

This engagement is limited to the services outlined above. We will perform all services in accordance with applicable professional standards.

John Frank is the engagement partner and is responsible for supervising the engagement and signing the report of authorizing another individual to sign. We plan to begin our audit work in August 2018.

Our fees for these services and any additional services are detailed in the "Contract to Audit Accounts" (LGC-205) dated April 4, 2018. This estimate is based on the assumption there will be no significant bookkeeping assistance required or significant changes in the Town's operations including (but not limited to): issuance of new debt; new construction projects; creation of new funds; new or "State Mandated" major programs required to be tested for Single Audit; or additional procedures required in response to the discovery of fraud. We will issue contract addendums for additional fees related to any bookkeeping or changes mentioned above. The additional fees will be billed at our standard hourly rates depending on the experience level of the individuals performing the work.

Should management require additional services incidental to those specified herein which are not the subject of a separate engagement letter, upon your request for the performance of those services we will confirm to management in writing or by electronic mail the requested services we will provide. Such services, including our fees, shall be rendered subject to and in accordance with the provisions of this letter.

In providing our services we may direct management to provide the Town's information to us through a separate web based client portal in an effort to provide greater security with respect to the information. In the event we request management to provide the Town's information to us through such a client portal, to the extent management fails to do so or in using the client portal management fails to monitor and restrict access only to your authorized personnel (any such failure being referred to herein as a "Portal Failure") we disclaim, and management release us from, any and all liability for loss and damage, including direct, indirect, consequential, incidental, and special damages such as loss of revenue or anticipated profits, arising from any interception, unintentional disclosure or communication or unauthorized use of such information incident to a Portal Failure. In addition, management agrees not to provide access to the client portal for use by any third-party with whom management is affiliated by contract or otherwise without our express prior written consent, and management shall indemnify and hold us harmless from and against any and all claims by any such third-party for all damages whatsoever, including direct or indirect damages, consequential, exemplary, incidental, special or punitive damages including lost profits or lost data, arising from such third party's use of materials on, accessed through, or downloaded from the client portal even if we are aware or have been advised of the use of or the access to, the client portal by such third party in contravention of the restrictions set forth herein.

Many of our clients choose to communicate with us by email, and we may use email in connection with this engagement unless management directs us otherwise. We will use reasonable precautions to protect your confidential information, but we have no obligation to employ any measures that management does not regularly employ in protecting your confidential information. As emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed, we cannot guarantee or warrant that email from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim any liability or responsibility whatsoever for interception or unintentional disclosure or communication of email transmissions, or for the unauthorized use or failed delivery of emails transmitted by us in connection with the performance of this engagement, or the disclosure or

communication of confidential or proprietary information arising therefrom (hereinafter collectively referred to as "Email Interruption"). You agree that we shall have no liability for any loss or damage to any person or entity resulting from or related to any Email Interruption, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, and management hereby forever releases us from any such liability and shall indemnify us from any claim related thereto.

In the event DHG is required to respond to a subpoena, court order, government regulatory inquiry or other legal process relating to you or your management for the production of documents and/or testimony relative to information we obtained or prepared incident to this or any other engagement, you shall compensate DHG for all time we expend in connection with such response at normal and customary hourly rates, and to reimburse us for all out of pocket expenses incurred in regard to such response.

You represent and warrant to us that you do not derive substantial or a material amount of revenue from the manufacture, sale or distribution of cannabis or related products ("Cannabis Products") or from activities which in any material manner support the manufacture, sale or distribution of Cannabis Products.

This agreement and any claim arising out of the services provided shall be governed by the laws of the state of North Carolina, exclusive of its conflict of laws rules. The parties agree that any action between them related to or arising out of this engagement shall be brought only in the state or federal courts of North Carolina.

Whenever possible, each provision of this agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision hereof shall be ineffective, or invalid, such ineffectiveness or invalidity shall be only to the extent of such prohibition or invalidity, without invalidating the remainder of the provision or the remaining provisions of this agreement, which shall otherwise remain in full force and effect. The agreements of Town of Carrboro and Dixon Hughes Goodman LLP contained in the Contract to Audit Accounts and this attachment shall survive the completion or termination of this engagement.

Summer scheduling is very tight and travel accommodations are difficult to change, therefore, a rescheduling fee of 10% may be charged if fieldwork has to be rescheduled within 1 month of the rescheduled starting date. In the event we need to reschedule we will try to accommodate your needs, however, due to other client commitments, we cannot guarantee a timetable that will allow us to complete the audit by the deadline stated in the Contract to Audit Accounts. Progress billings will be submitted to the North Carolina Office of the State Treasurer for approval and then mailed to management. All invoices are payable upon presentation.

Government Auditing Standards require that we provide management with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2017 peer review report accompanies this letter.

We appreciate the opportunity to be of service to Town of Carrboro and believe this letter accurately summarizes the significant terms of our engagement. If management has any questions, please let us know. If management agrees with the terms of our engagement as described in this letter, please sign the enclosed copy and the Contract to Audit Accounts and return it to us.

Very truly yours,

Dixon Hughes Goodman LLP

Dixon Hughes Goodman LLP

JAF/ccg

Enclosures

ACCEPTED AND AGREED:

This letter correctly sets forth the understanding of the ***Town of Carrboro.***

By: _____ Date: _____
Lydia Lavelle, Mayor

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

By: _____
Arche McAdoo, Finance Officer

P&N
Postlethwaite & Netterville

8550 United Plaza Blvd., Ste 1001 - Baton Rouge, LA 70809
225-922-4600 Phone - 225-922-4611 Fax - pncpa.com

A Professional Accounting Corporation

Report on the Firm's System of Quality Control

To the Partners of
Dixon Hughes Goodman LLP
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Dixon Hughes Goodman LLP (the firm) applicable to engagements not subject to PCAOB inspection in effect for the year ended February 28, 2017. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under Uniform Guidance; audits of employee benefit plans, audits performed under FDICIA, and examinations of service organizations [SOC 1 and SOC 2 engagements].

As part of our peer review, we considered reviews by regulatory entities as communicated to the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Dixon Hughes Goodman LLP applicable to engagements not subject to PCAOB inspection in effect for the year ended February 28, 2017, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass, pass with deficiency(ies)* or *fail*. Dixon Hughes Goodman LLP has received a peer review rating of *pass*.

Postlethwaite & Netterville

Baton Rouge, Louisiana
August 11, 2017

AICPA®
Peer Review Program
Administered by the National Peer Review Committee

American Institute of CPAs
220 Leigh Farm Road
Durham, NC 27707-8110

October 26, 2017

Ralph Snow
Dixon Hughes Goodman LLP
4350 Congress ST Ste 900
Charlotte, NC 28209-4866

Dear Ralph Snow:

It is my pleasure to notify you that on October 26, 2017, the National Peer Review Committee accepted the report on the most recent System Review of your firm. The due date for your next review is August 31, 2020. This is the date by which all review documents should be completed and submitted to the administering entity.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Thank you for your cooperation and support of the profession's practice-monitoring programs.

Sincerely,

Michael Fawley
Chair - National PRC
nprc@aicpa.org 919-402-4503
National Peer Review Committee

CC: Candace Wright, David Hinshaw

Firm Number: 900010017108 Review Number: 529335

Town of Carrboro

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

Agenda Item Abstract

File Number:17-501

Agenda Date: 4/17/2018 **File Type:**Agendas

In Control: Board of Aldermen

Version: 1

TITLE:
Permit Extension Request for Previously Issued Conditional Use Permit for Veridia AIS

PURPOSE: The Board is asked to consider approving a request for an extension of the date when a Conditional Use Permit would otherwise expire for Veridia AIS CUP. Town Staff recommends approval of the request.

DEPARTMENT: Planning Department

CONTACT INFORMATION: Marty Roupe, 919-918-7333

INFORMATION: On behalf of Sustainable Properties, LLC, Mr. David Bell has requested an extension of the date on which a previously issued Conditional Use Permit (CUP) would otherwise expire on April 26, 2018. The Board of Aldermen originally granted this CUP on April 26, 2011. The permit allows construction of a major subdivision consisting of 39 residential dwelling units. Construction of the project has not commenced.

The applicant has submitted a letter, included as Attachment B, related to compliance with LUO Section 15-62 and including information about their continuing efforts to build the project. Of note, the letter requests a two year extension and also expresses the applicant's interest in exploring additional funding mechanisms that may allow for the project to be built to serve low income families. The applicant has requested that this be a full agenda item in order for him to discuss the matter with the Board during the meeting.

FISCAL & STAFF IMPACT: The applicant has paid the applicable fee associated with this request. No other impact noted.

RECOMMENDATION: Town Staff recommends that the Board of Aldermen adopt the attached resolution approving the permit extension request. The new expiration date for the permit would be April 26, 2020.

ATTACHMENT A

A RESOLUTION APPROVING AN EXTENSION OF THE DATE ON WHICH A CUP WOULD OTHERWISE EXPIRE FOR VERIDIA AIS CUP

WHEREAS, the Carrboro Board of Aldermen approved a Conditional Use Permit for the Veridia AIS CUP on April 26, 2011; and

WHEREAS, the Carrboro Board of Aldermen approved an extension to the date on which the Conditional Use Permit for the Veridia AIS CUP would have expired, thereby extending the date to April 26, 2018; and

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

NOW, THEREFORE BE IT RESOLVED by the Carrboro Board of Aldermen that the permit is again extended, with a new expiration date for Veridia AIS CUP of April 26, 2020.

This the 17th day of April, 2018

April 6, 2018
Town of Carrboro
Planning Department
301 West Main Street
Carrboro, NC 27510
Attn: Martin Roupe

Dear Marty,

As owner of Sustainable Properties, LLC, I hereby request an additional two-year extension of the CUP for the Veridia AIS Subdivision originally approved by the board an April 26, 2011. This extension is necessary to fulfil the vision of the project as presented to the board on that date, and on subsequent renewals of the CUP in the years since, due to ongoing problems finding a development path that can meet the social and environmental goals previously laid out. As argued below, there is reason to be optimistic for a truly low-income, sustainable community on this site that can be a model for sustainable development without displacement nationwide.

The primary goal of-Veridia, as stated throughout the project ideation and planning phases, has been to provide a sustainable and affordable housing option to the residents of Carrboro, a significant component of which is the utility and maintenance expense reductions inherent in a life cycle analysis approach. As you know, Veridia's approval coincided with a crashing housing market, making it impossible to move forward in the short term. Although the housing market has much improved since 2011, and there have been some positive developments in the sustainable building industry in that time, and despite several meetings and a proactive approach to finding development partners for the project, meeting the profit-driven expectations of said developers remains problematic. In the meantime, The Pine Grove Mobile Home Park, currently occupying the site, has become a far more stable and thriving community. The Park currently provides sustainable, low-income housing, fulfilling a real need for Carrboro (albeit in imperfect form due to its aging infrastructure hampering its sustainability). I have thus reconsidered Veridia with an updated, additional goal of developing with minimal or no forced displacement of the existing tenant base, which also necessitates providing a product that remains within the price band of what currently exists there. To accomplish this while maintaining our sustainability profile will require significant advancements in construction methodologies and will likely involve an innovative financing/subsidization approach as well.

I requested a full agenda item to discuss the various development paths in a public forum and elicit feedback from the board as a whole. Although it is my preference to develop in a way that is both sustainable and provides for those already in place, there are other socially redeeming approaches which, in fairness, I feel should be discussed, and it may make sense to explore more than one opportunity in parallel. My primary interest in the Veridia project has always been as a model for development that can help to address societal scale concerns; climate change and access to affordable housing being foremost among therm, but also as a way to reimagine the relationship between development and community. Developing in this way is a far more laborious process, but I am convinced it is one that it ultimately worthwhile. I think it is likely

we would be able to use significant portions of the existing engineering and design in our ultimate buildout, and hope that the board will be amenable to extending the development rights, as that will help make it possible to achieve this more ambitious goal for the project.

If the board is willing to continue providing their support for the concept, I will continue pushing toward a socially and environmentally redeeming solution that remains, as it is now, accessible to those who need it most, and becomes a community that Carrboro truly can be proud of.

Thank you,

David Bell
Sustainable Properties, LLC

[illegible]

ORANGE COUNTY
NORTH CAROLINA

TOWN OF CARRBORO
CONDITIONAL USE PERMIT GRANTED
Veridia Architecturally Integrated Subdivision

On the date(s) listed below, the Board of Aldermen of the Town of Carrboro met and held a public hearing to consider the following application:

APPLICANT:	**Sustainable Properties, LLC**
OWNERS:	**Sustainable Properties, LLC**
PROPERTY LOCATION (Street Addresses):	**810 Old Fayetteville Road**
TAX MAP, BLOCK, LOT(S):	**7.108.41 and 7.108.32 (PIN #s 9779017345 and 9779017407**
PROPOSED USE OF PROPERTY:	**Major subdivision consisting of 1.111, single family detached residences**
CARRBORO LAND USE ORDINANCE USE CATEGORY:	**26.100**
MEETING DATES:	**April 26, 2011**

Having heard all the evidence and arguments presented at the hearing, the Board finds that the application is complete, that the application complies with all of the applicable requirements of the Carrboro Land Use Ordinance for the development proposed, and that therefore the application to

make use of the above-described property for the purpose indicated is hereby approved, subject to all applicable provisions of the Land Use Ordinance and the following conditions:

1. The applicant shall complete the development strictly in accordance with the plans submitted to and approved by this Board, a copy of which is filed in the Carrboro Town Hall. Any deviations from or changes in these plans must be submitted to the Development Review Administrator in writing and specific written approval obtained as provided in Section 15-64 of the Land Use Ordinance.

2. If any of the conditions affixed hereto or any part thereof shall be held invalid or void, then this permit shall be void and of no effect.

3. That 35 of the 39 homes shall be offered for a pre-construction base price of less than $300,000. To secure a home at this rate, interested buyers must pay a deposit and meet the "qualified buyer" lending requirements of the financial institution funding the project's development. Upon being offered a home at this price, a potential buyer may choose to negotiate with the seller the purchase of a home at a higher price established relative to the market value of desired modifications and additions to the base price home's offerings. This restriction shall remain for any sales realized prior to construction beginning or within a one-year period following construction plan approval, whichever comes first. After the restriction expires, the maximum base price may increase three-percent (3%) annually to allow for inflation and building cost increases.

4. That the construction plans and final plat for the project must exhibit compliance with LUO Section 15-188, as written at the time of each respective approval.

5. That prior to construction plan approval, the applicant receive a driveway permit from NCDOT.

6. That the Board of Aldermen finds the provision of 68 parking spaces, within carport bays and parallel and perpendicular to the driveway, sufficient to serve Veridia development's 39 single-family homes. The Board makes this finding based on information provided by the applicant noting proximity to schools, shopping, parks, and a bus stop.

7. That the HOA documents for the development must include provisions requiring that the carport bay areas must remain available for parking of a vehicle.

8. That the applicant shall provide to the Zoning Division, prior to the recordation of the final plat for the project or before the release of a bond if some feature are not yet in place at the time of the recording of the final plat, Mylar and digital as-builts for the stormwater features of the project. Digital as-builts shall be in DXF format and shall include a base map of the whole project and all separate plan sheets. As-built DXF files shall include all layers or tables containing storm drainage features. Storm drainage features will be clearly delineated in a data table. The data will be tied to horizontal controls.

9. That prior to construction plan and final plat approvals, the developer shall submit detailed stormwater system maintenance information: maintenance and operations plan and manual, maintenance agreement, etc, in accordance with the requirements of LUO Section 15-263.1. The information must be reviewed and approved by the Town Engineer, Town Attorney, and Environmental Planner. Upon approval, the plans shall be included in the homeowners' association documentation.

10. That the construction entrance for the project must be clearly identified on the construction plans.

11. That the construction plans must call for a specific and acceptable type of inlet protection along Old Fayetteville Road.

12. That the developer provide a final, written statement from the electrical utility stating that electric service can be provided to all locations shown on the construction plans prior to the approval of the construction plans.

13. That fire flow calculations and building-sprinkler design (as required) must be submitted and approved by the Town Engineer and Town Fire Department prior to construction plan approval.

14. That the applicant work with staff during construction to establish a 'natural' playfield. The field may contain a small number of trees but must remain clear enough to reasonably allow for play and sports activities.

15. That all proposed recreation facilities and areas shall be marked 'private' on the construction plans and final plat.

16. That the subdivision must comply with the requirements of LUO Section 15-177(d)(3)(a), which specifies a minimum number of nine (9) different significantly different house plans, i.e. elevation sets. The elevations must be incorporated into the plans before the construction plans may be approved.

17. That the applicant must obtain a CAPS certificate for the project from the Chapel Hill – Carrboro City Schools System prior to construction plan approval.

18. That the final version of the homeowner's association documents must be reviewed and approved by the Town Attorney. The documents shall not preclude the use of clotheslines on private lots within the subdivision.

19. That the applicant must obtain all necessary temporary and permanent easements prior to construction plans approval.

20. For non-LUO required infrastructure, including but not limited to the project's solar array, the applicant must either install the features or submit a performance security in accordance with the town's process for bonding, prior to the issuance of the project's 26th building permit.

21. That prior to the final plat approval, the applicant must display a site plan and erect disclosure signs on-site, adhering to the requirements of LUO Sections 15-83.1 and -83.2.

22. The playground equipment should be CPSC compliant with an ADA component.

23. The 25 remaining units will be size limited to 1,350 square feet.

24. Construct 1,100 square feet units so that no more than two units are located adjacent to each other.

25. Buyers should be free to select the financial institution of their choice.

26. Storage sheds should have room for at least two bicycles.

27. The central walking path should be six feet in width.

28. The developer will provide a stub-out or path to connect through the James' property.

29. The developer will disclose parking limitations to buyers.

30. The developer will provide a minimum of three months notice to existing residents before they must vacate.

This permit shall automatically expire within two years of the date of issuance if the use has not commenced or less than 10 percent (10%) of total cost of construction has been completed or there has been non-compliance with any other requirements of Section 15-62 of the Carrboro Land Use Ordinance.

All street construction on those streets proposed for acceptance by the Town of Carrboro shall be certified by an engineer. Engineering certification is the inspection by the developer's engineer of the street's subgrade, base material, asphalt paving, sidewalks and curb and gutter, when used. The developer's engineer shall be responsible for reviewing all compaction tests that are required for streets to be dedicated to the town. The developer's engineer shall certify that all work has been constructed to the town's construction specifications.

If this permit authorizes development on a tract of land in excess of one acre, nothing authorized by the permit may be done until the property owner properly executes and returns to the Town of Carrboro the attached acknowledgment of the issuance of this permit so that the town may have it recorded in the Orange County Registry.

NORTH CAROLINA

ORANGE COUNTY

IN WITNESS WHEREOF, the Town of Carrboro has caused this permit to be issued in its name, and the undersigned being all of the property above described, do hereby accept this Conditional Use Permit, together with all its conditions, as binding upon them and their successors in interest.

THE TOWN OF CARRBORO

ATTEST:

_____ BY_____
Town Clerk Town Manager

(*SEAL*)

I, _____, a Notary Public in and for said County and State, do hereby certify that Catherine C. Wilson, Town Clerk for the Town of Carrboro, personally came before me this day and being by me duly sworn says each for himself that she knows the corporate seal of the Town of Carrboro and that the seal affixed to the foregoing instrument is the corporate seal of the Town of Carrboro, that Steven E. Stewart, the Town Manager of said Town of Carrboro and Catherine C. Wilson, Town Clerk for the Town of Carrboro subscribed their names thereto; that the corporate seal of the Town of Carrboro was affixed thereto, all by virtue of a resolution of the Board of Aldermen, and that said instrument is the act and deed of the Town of Carrboro.

IN WITNESS THEREOF, I have hereunto set by hand and notarial seal this the ____ day of _____, 2011.

(SEAL)

_____
Notary Public

My Commission Expires:_____

Town of Carrboro

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

Agenda Item Abstract

File Number:17-490

Agenda Date: 4/17/2018

File Type: Agendas

In Control: Board of Aldermen

Version: 1

TITLE:
Update on Policing Equity

PURPOSE: To provide an update on the Carrboro Police Department's efforts toward Bias-free policing.

DEPARTMENT: Police

CONTACT INFORMATION: Chief Walter Horton, 919-918-7397

INFORMATION: The purpose of this presentation is to update the Board of Alderman on the Carrboro Police Department's efforts toward bias-free policing and our commitment to treat all fair and equitable.

Attachments:
Attachment A Presentation
Attachment B Traffic Stop Report
Attachment C RTI Information
Attachment D RTI Black Drivers
Attachment E RTI Hispanic Driver
Attachment G SRO MOU
Attachment F Survey

FISCAL & STAFF IMPACT: None at this time.

RECOMMENDATION: Staff recommends Board receive and accept report.

Attachment A

Policing Equity in Carrboro

Update on efforts towards bias free policing

Overview

- 21st Century Policing
- Traffic Stops
- Use of force
- Searches
- RTI (Veil of Darkness)
- Marijuana enforcement
- Complaints
- Citizen Survey
- General questions from the Board of Aldermen

21st Century Policing

Building Trust and Legitimacy

- Public input
- Annual Reports
- Community Survey
- Neighborhood meetings

Policy and Oversight

- Updating and drafting new polices
- Input on policies
- **NCLM Risk Management Program**
- Policies will eventually be online

Technology and Social media

- Facebook
- Twitter
- Website
- Police2Citizen
- In-car cameras
- Body Cameras

21st Century Policing

Community Policing and Crime Reduction

- **Citizen Police Academy**
- Neighborhood meetings
- Coffee with a Cop
- Pizza with a Cop
- National Night out
- Prescription Drug Drop Box

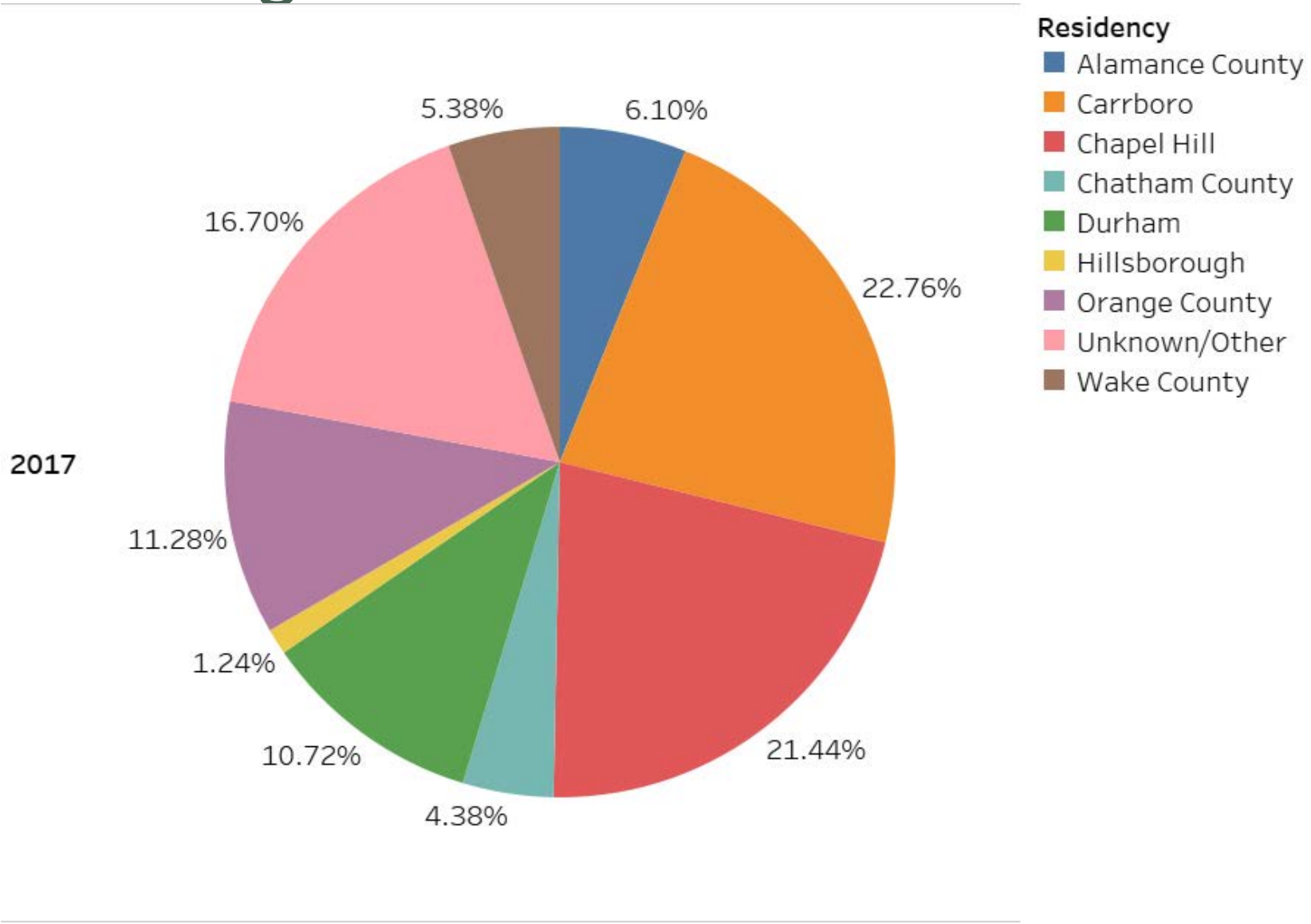
Officer Training and Education

- Mandated In-service
- Fair and Impartial Policing
- Leadership training for supervisors
- FATS: De-escalation training
- Crisis Intervention Training

Officer Safety and Wellness

- Training
- Bullet Resistant Vest
- Active Shooter Kits
- Trauma Kit
- PT on duty
- Implementation of fit for duty incentive (POPAPT)

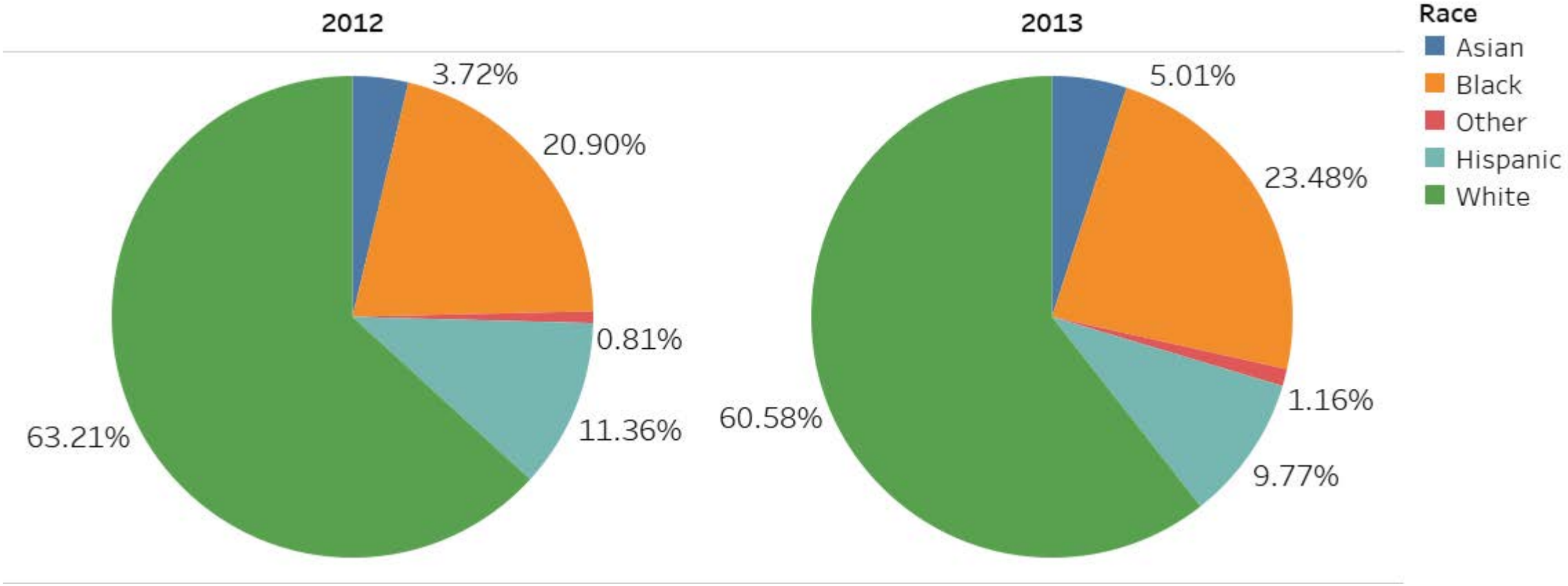
Residency Tracking



Traffic Stop Report

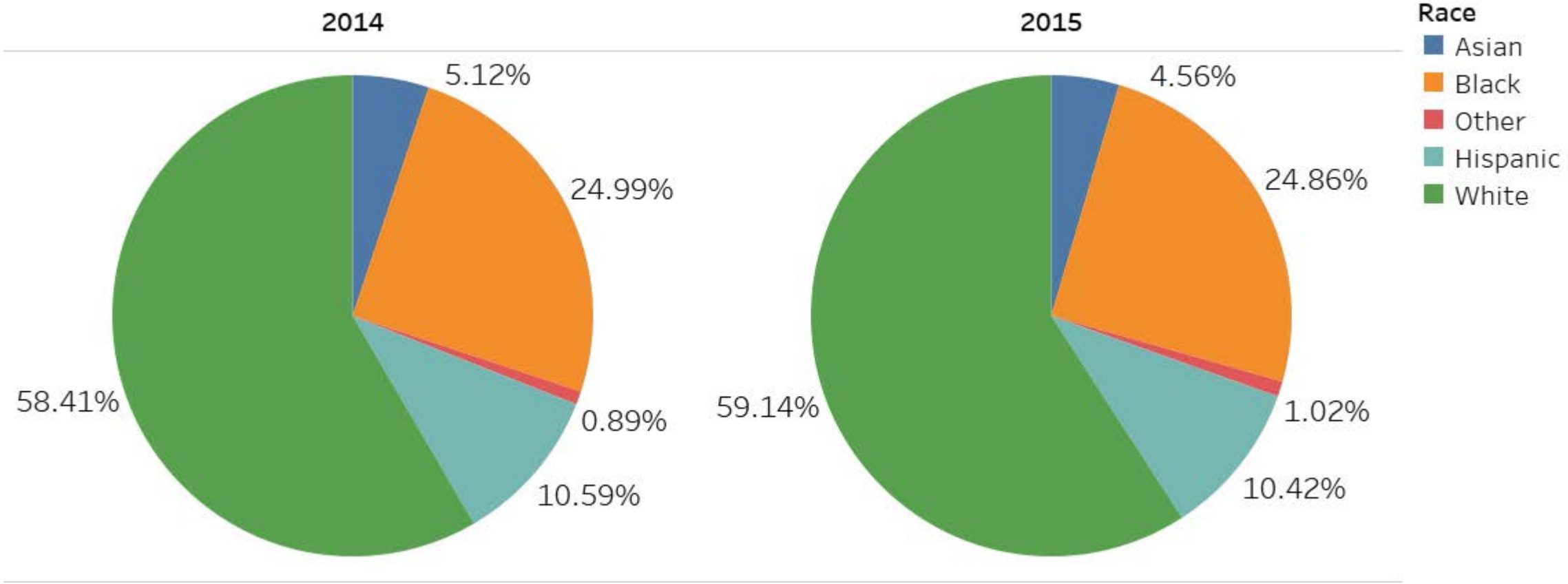
- Every time a officer stops a car a report is generated
  - Captures
    - Purpose of the stop
    - Occupant information
    - Enforcement action
    - Physical resistance
    - Searches
    - Contraband

Overall Stop Rate 2012-2013



	2012	2013	2014	2015	2016	2017
Total Stops	2,957	3,194	2,597	2,937	1,939	2,834

Overall Stop Rate 2014-2015



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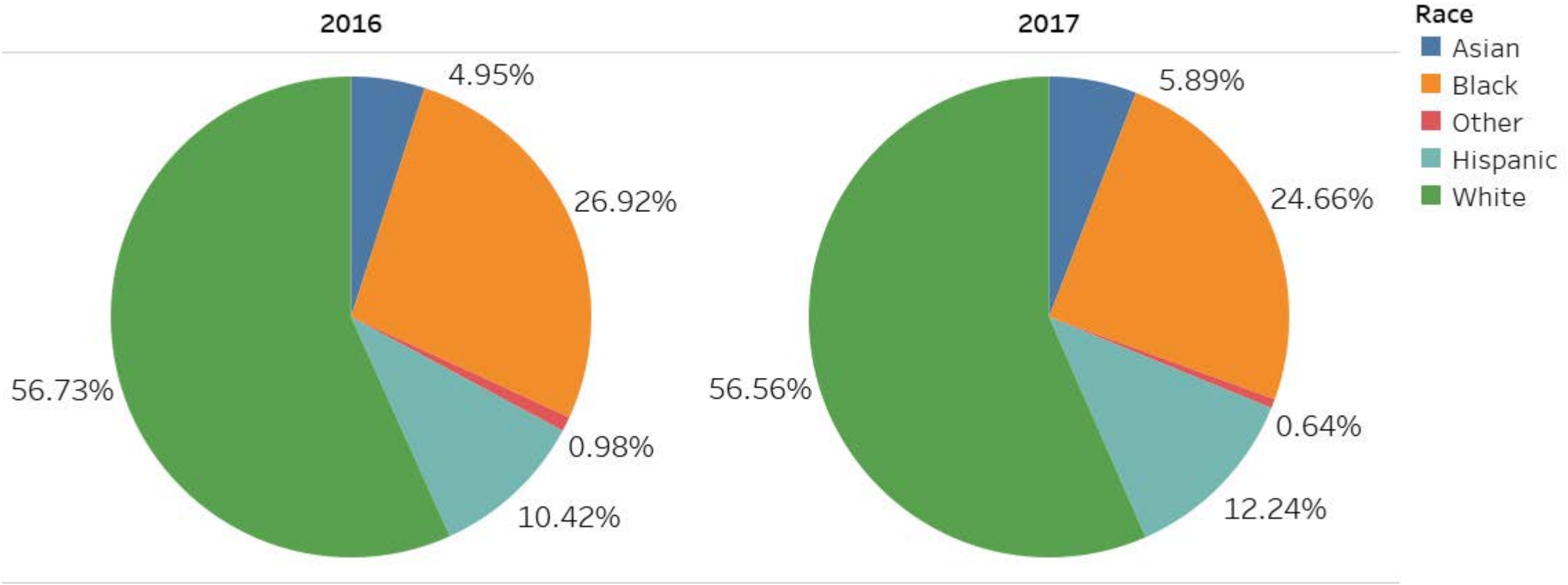
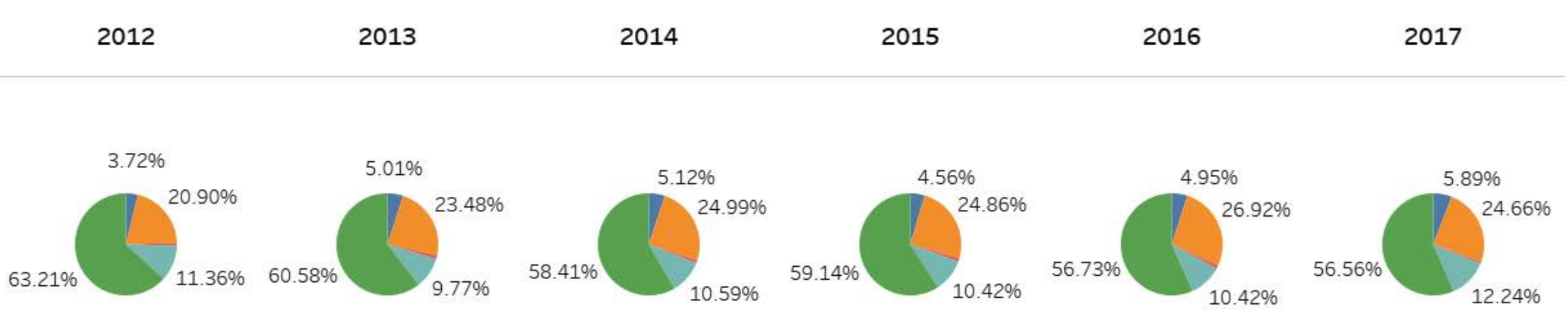
Overall Stop Rate 2016-2017



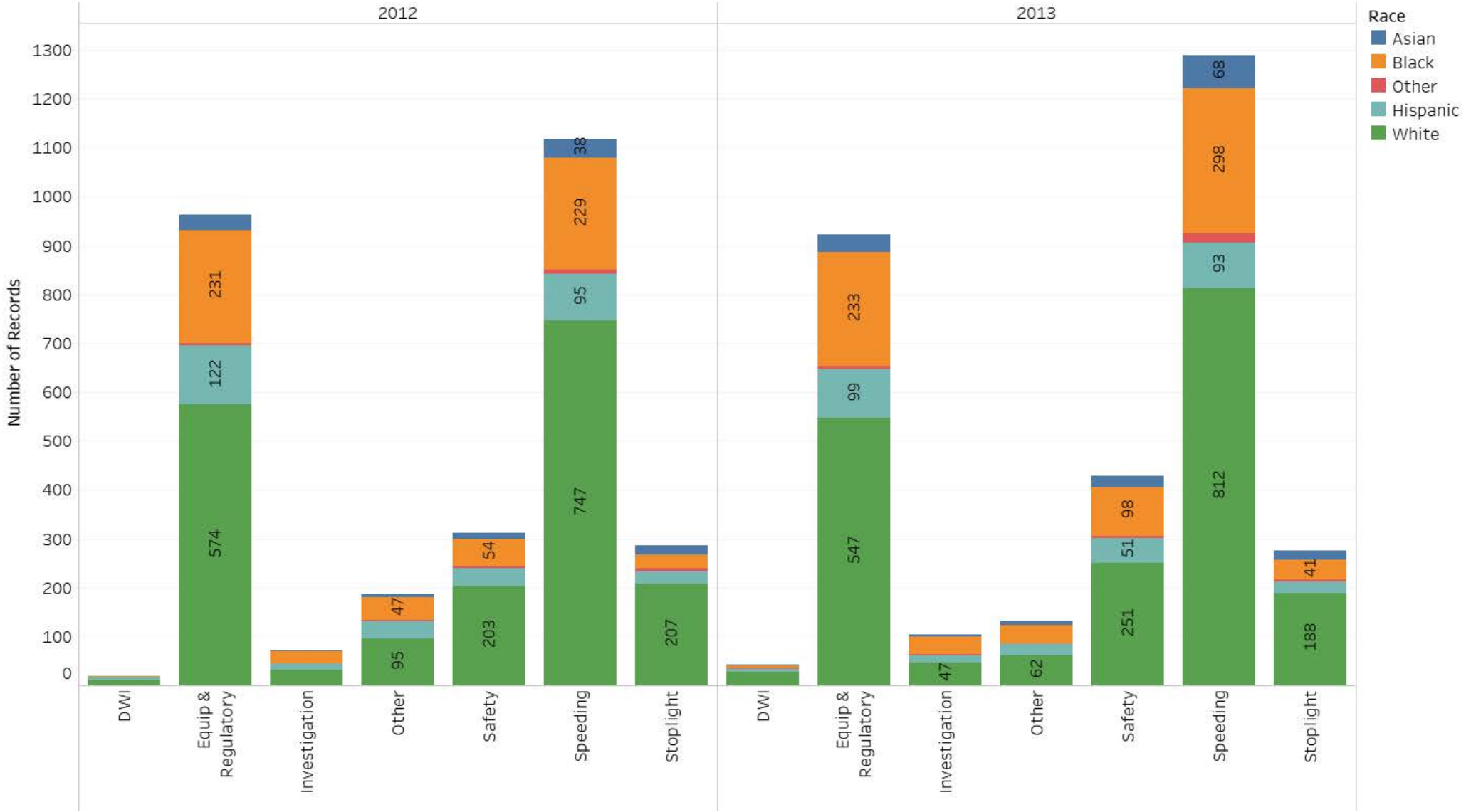
	2012	2013	2014	2015	2016	2017
Total Stops	2,957	3,194	2,597	2,937	1,939	2,834

Overall Stop Rate 2012 - 2017

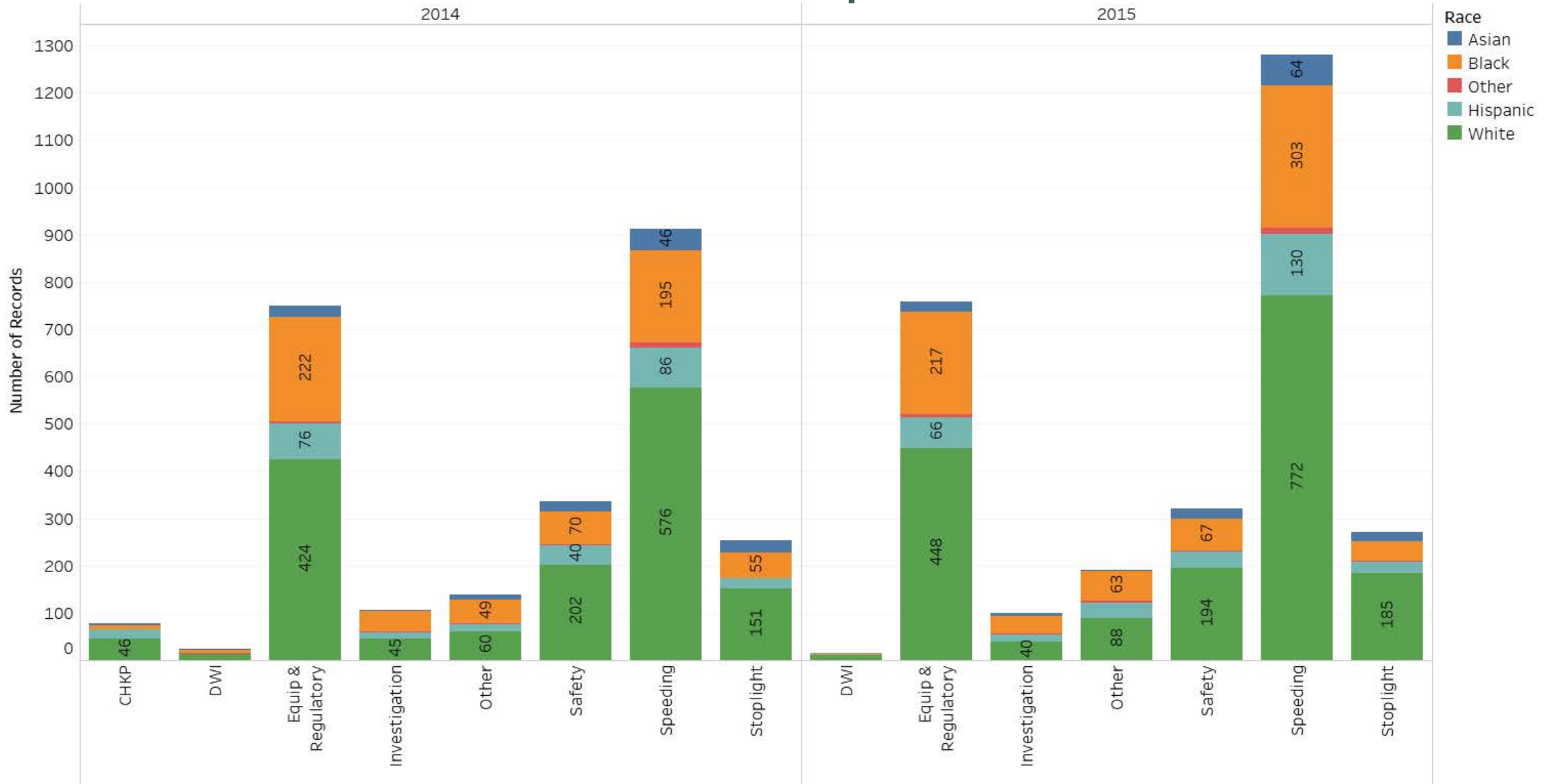


	2012	2013	2014	2015	2016	2017
Asian	110	160	133	134	96	167
Black	618	750	649	730	522	699
Other	24	37	23	30	19	18
Hispanic	336	312	275	306	202	347
White	1,869	1,935	1,517	1,737	1,100	1,603

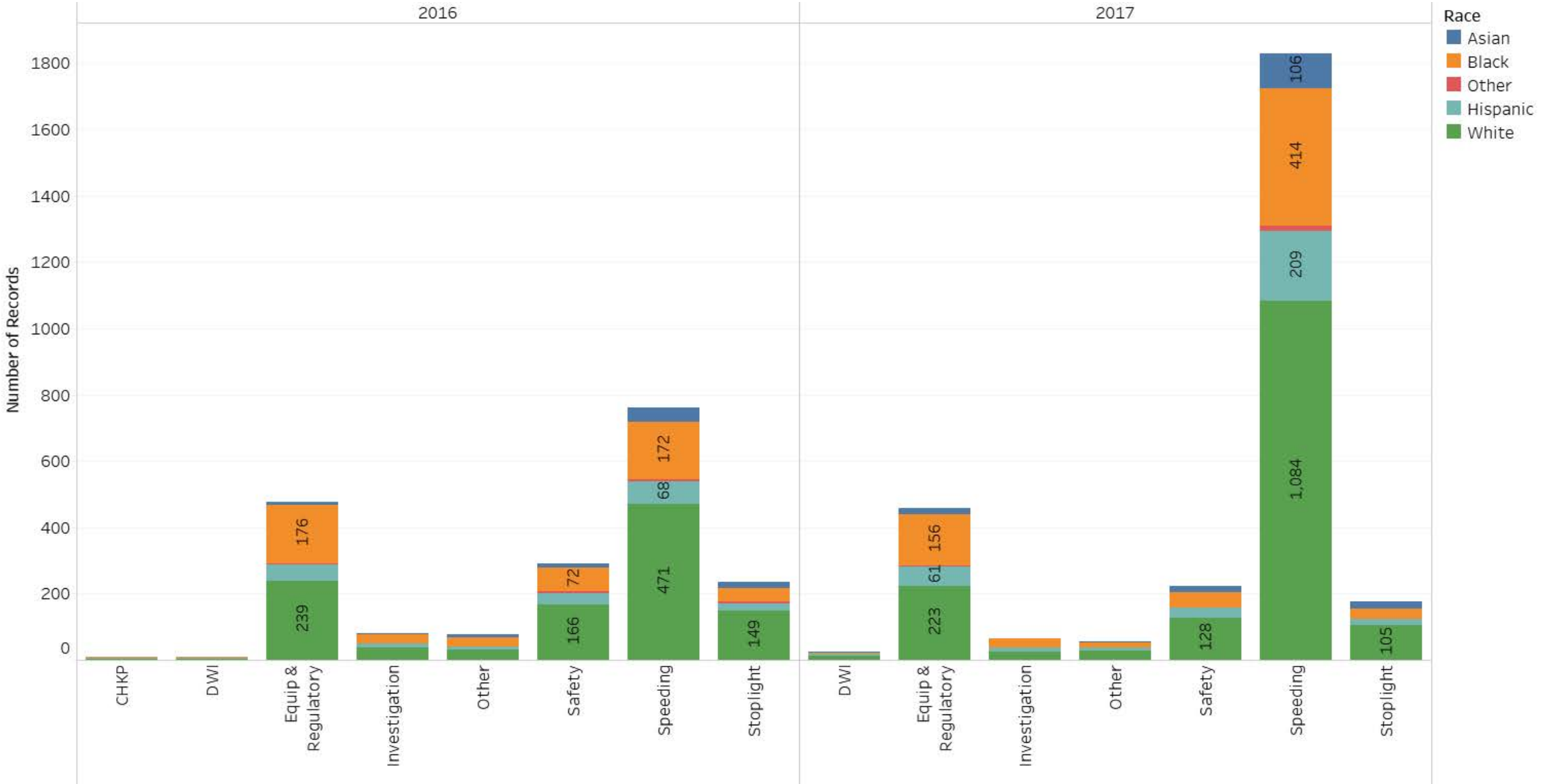
Reason for Stop 2012-2013



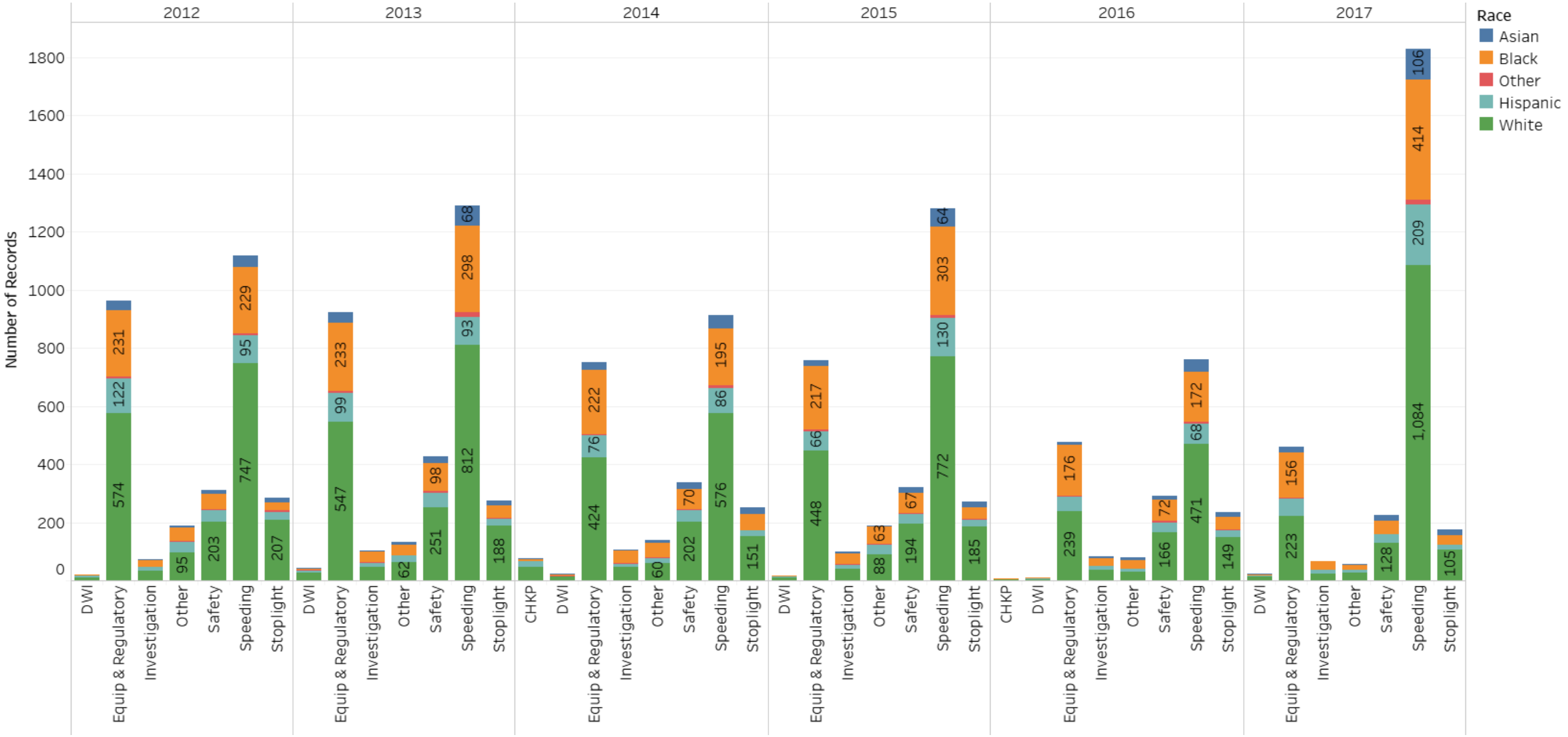
Reason for Stop 2014-2015



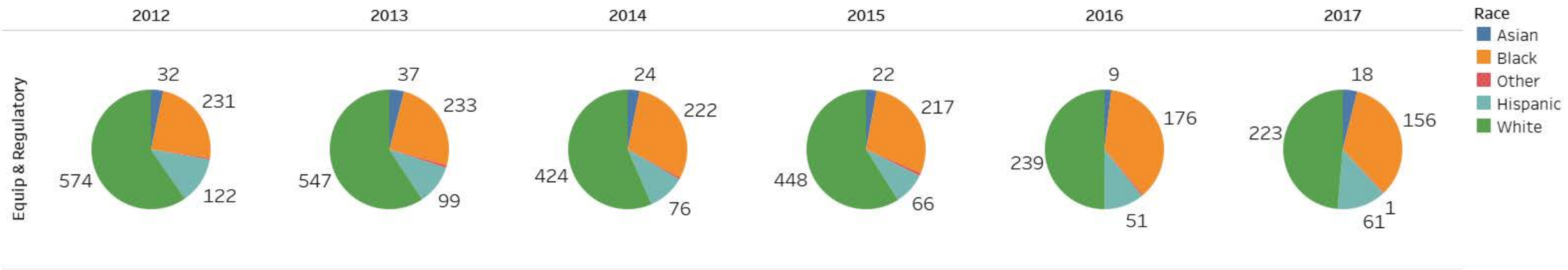
Reason for Stop 2016-2017



Reason for Stop 2012 - 2017



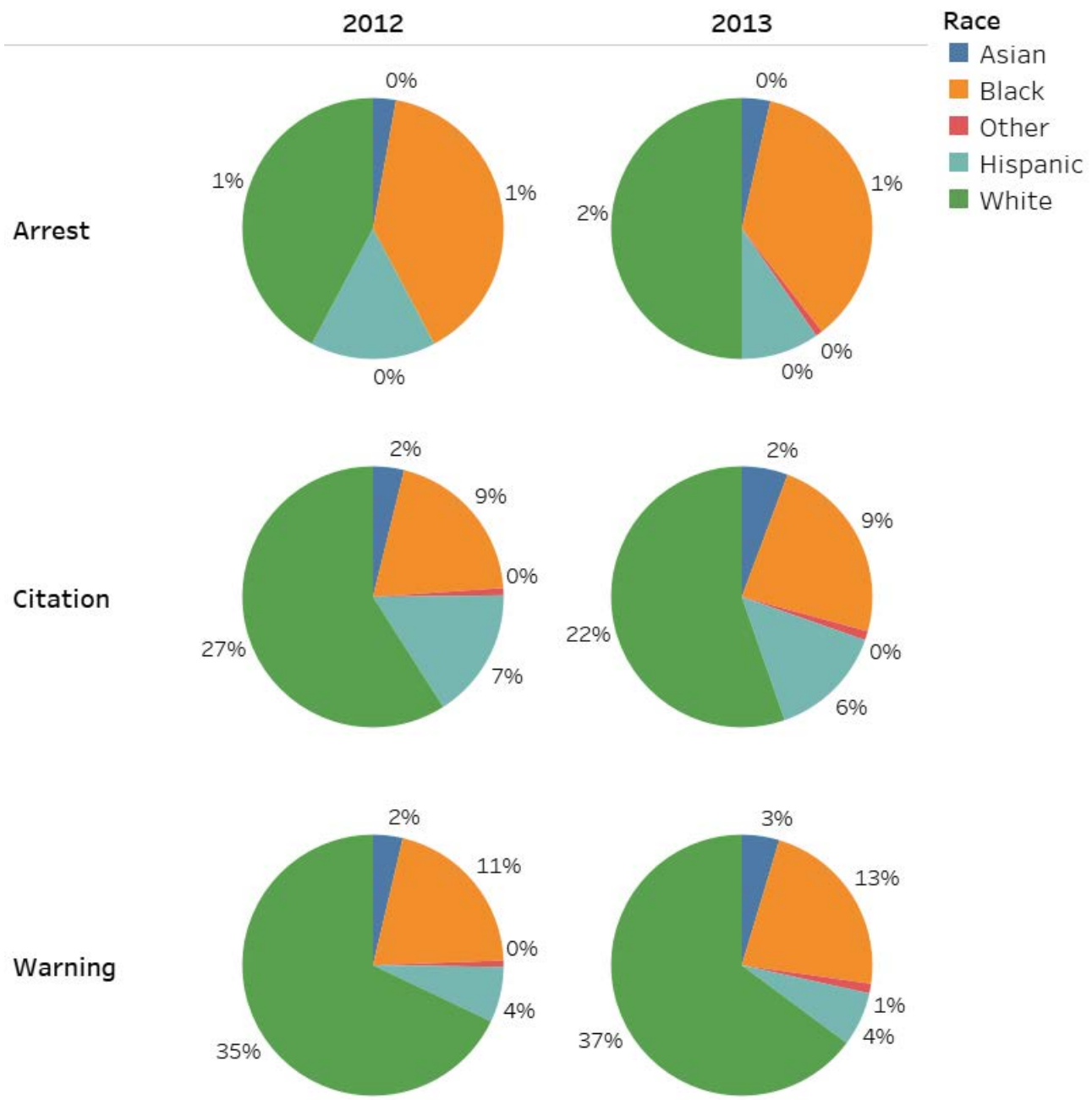
Equipment and Regulatory Violations



	2012	2013	2014	2015	2016	2017
Asian	32	37	24	22	9	18
Black	231	233	222	217	176	156
Other	4	7	4	6	2	1
Hispanic	122	99	76	66	51	61
White	574	547	424	448	239	223

	2012	2013	2014	2015	2016	2017
Asian	3.32%	4.01%	3.20%	2.90%	1.89%	3.92%
Black	23.99%	25.24%	29.60%	28.59%	36.90%	33.99%
Other	0.42%	0.76%	0.53%	0.79%	0.42%	0.22%
Hispanic	12.67%	10.73%	10.13%	8.70%	10.69%	13.29%
White	59.61%	59.26%	56.53%	59.03%	50.10%	48.58%

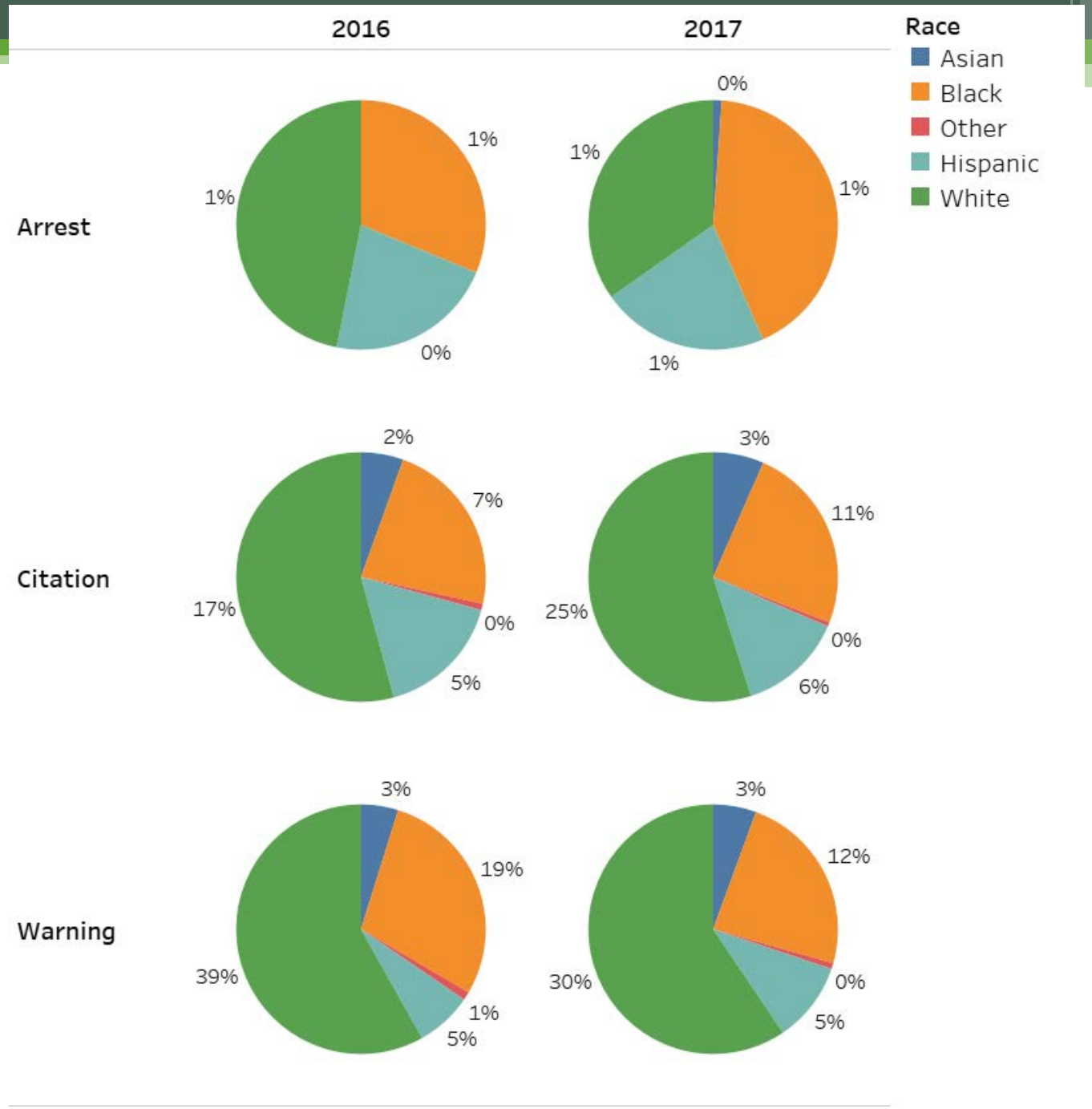
Enforcement Action 2012-2013



Note: the percentages listed are for the whole year. i.e. in 2012, 35% of the stops that year resulted in a warning for white people.

Enforcement Action 2014-2015

Enforcement Action 2016-2017



Enforcement Action

Searches

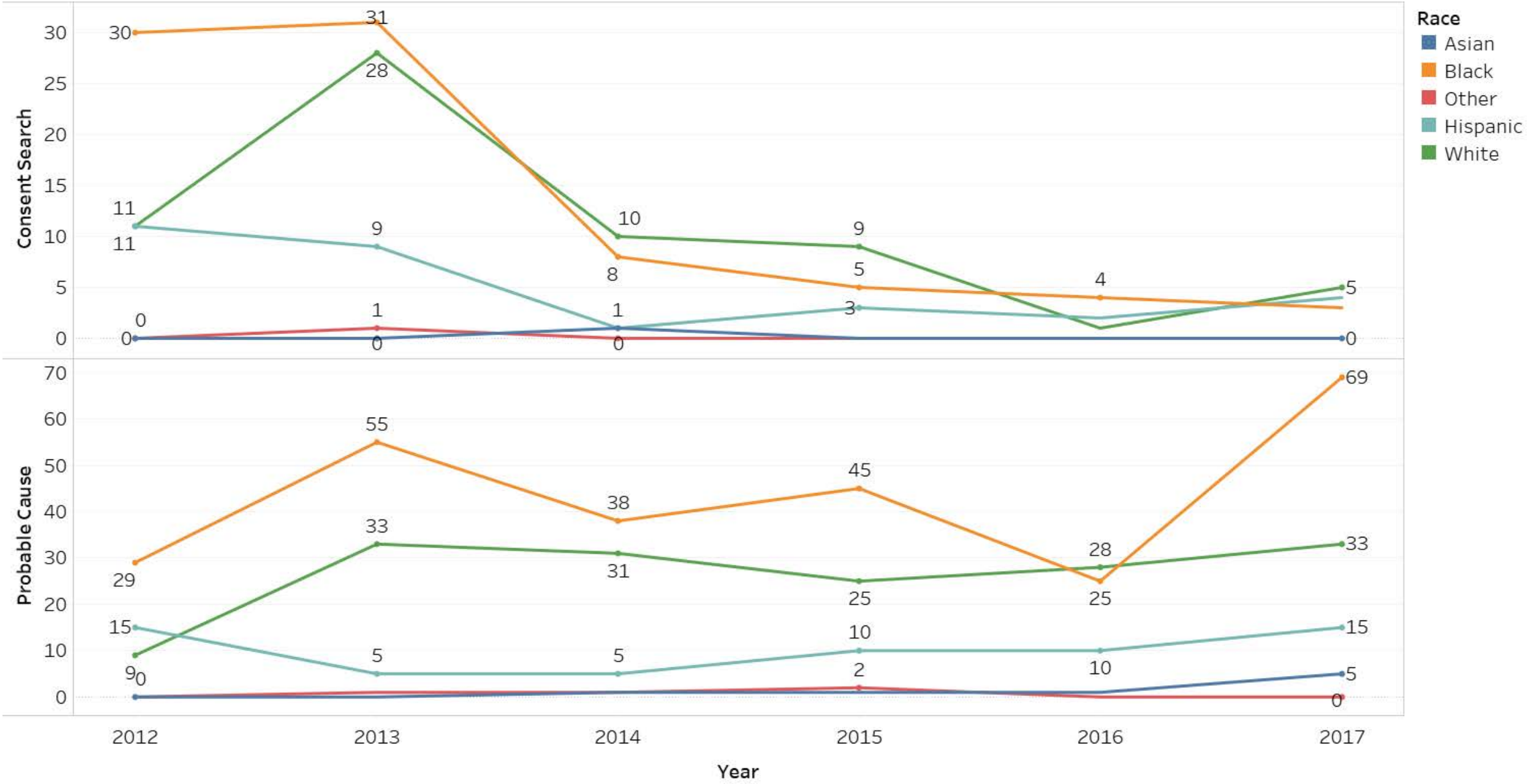
- Probable Cause:

"The United States Supreme Court has defined
probable cause to arrest as follows: whether at the moment the arrest was made, the facts and circumstances within [the officer's] knowledge and of which [the officer] had reasonably trustworthy information were sufficient to warrant a prudent [person] in believing that the [defendant] had committed or was committing an offense."

- Consent: Definition:

A person may waive his Fourth Amendment right to privacy if he voluntarily consents to a law enforcement officer's entry into a protected place or examination of an object. Once valid consent has been given, an officer may then invade that
person's privacy to the extent that the person gave consent.

Probable Cause and Consent Searches



Probable Cause Searches Reasons

		Erratic/ Suspicious Behavior	Observation of Suspected Contraband	Other Official Information	Suspicious Movement	Witness Observation
Asian	Driver	1.00	1.00	2.00	0.00	0.00
	Passenger	0.00	2.00	0.00	0.00	0.00
Black	Driver	8.00	17.00	16.00	1.00	2.00
	Passenger	5.00	21.00	9.00	1.00	1.00
Hispanic	Driver	1.00	3.00	4.00	0.00	0.00
	Passenger	5.00	2.00	5.00	0.00	0.00
White	Driver	10.00	14.00	13.00	0.00	1.00
	Passenger	3.00	1.00	4.00	0.00	0.00

Probable Cause Searches 2017

		Arrest	Citation	Warning	Total
Asian	Driver		3		3
	Passenger		2		2
Black	Driver	13	18	8	39
	Passenger	9	14	7	30
Hispanic	Driver	3	4		7
	Passenger	5	3		8
White	Driver	7	14	6	27
	Passenger	2	2	2	6

RTI Information

- https://www.rand.org/pubs/reprints/RP1253.html
- "It is widely recognized that residential population data provide poor estimates of the population at risk of a traffic stop; […] Rather, our approach makes use of what we call the "veil of darkness" hypothesis, which asserts that police are less likely to know the race of a motorist before making a stop after dark than they are during daylight. "
  - https://www.rti.org/impact/rti-star-traffic-stop-analysis-tool
    "RTI-STAR uses a peer-reviewed, scientifically sound method to identify racial disproportionality."

- Important considerations:
  - Only refers to traffic stops
  - Only refers to rate at which people are pulled over, not how they are treated after the stop (though see above slide for enforcement data, also does not show patterns of racial bias)
  - *Does* remove many confounding variables; provides a better benchmark than overall population.

RTI STAR Analysis

- **RTI STAR analysis: Black**
  - The regression model indicates that the risk of being in the reference group was **21.63%** during the light portion of the intertwilight period and **24.65%** during the dark portion of the intertwilight period.
  - The p-value for the effect of light versus dark was **0.8121**.

- **RTI STAR analysis: Hispanic**
  - The regression model indicates that the risk of being in the reference group was **9.01%** during the light portion of the intertwilight period and **10.60%** during the dark portion of the intertwilight period.
  - The p-value for the effect of light versus dark was **0.7680**.

Use of Force

Level 1: Cooperative Control – Officer Presence

Level 2: Contact Controls – Soft Hands

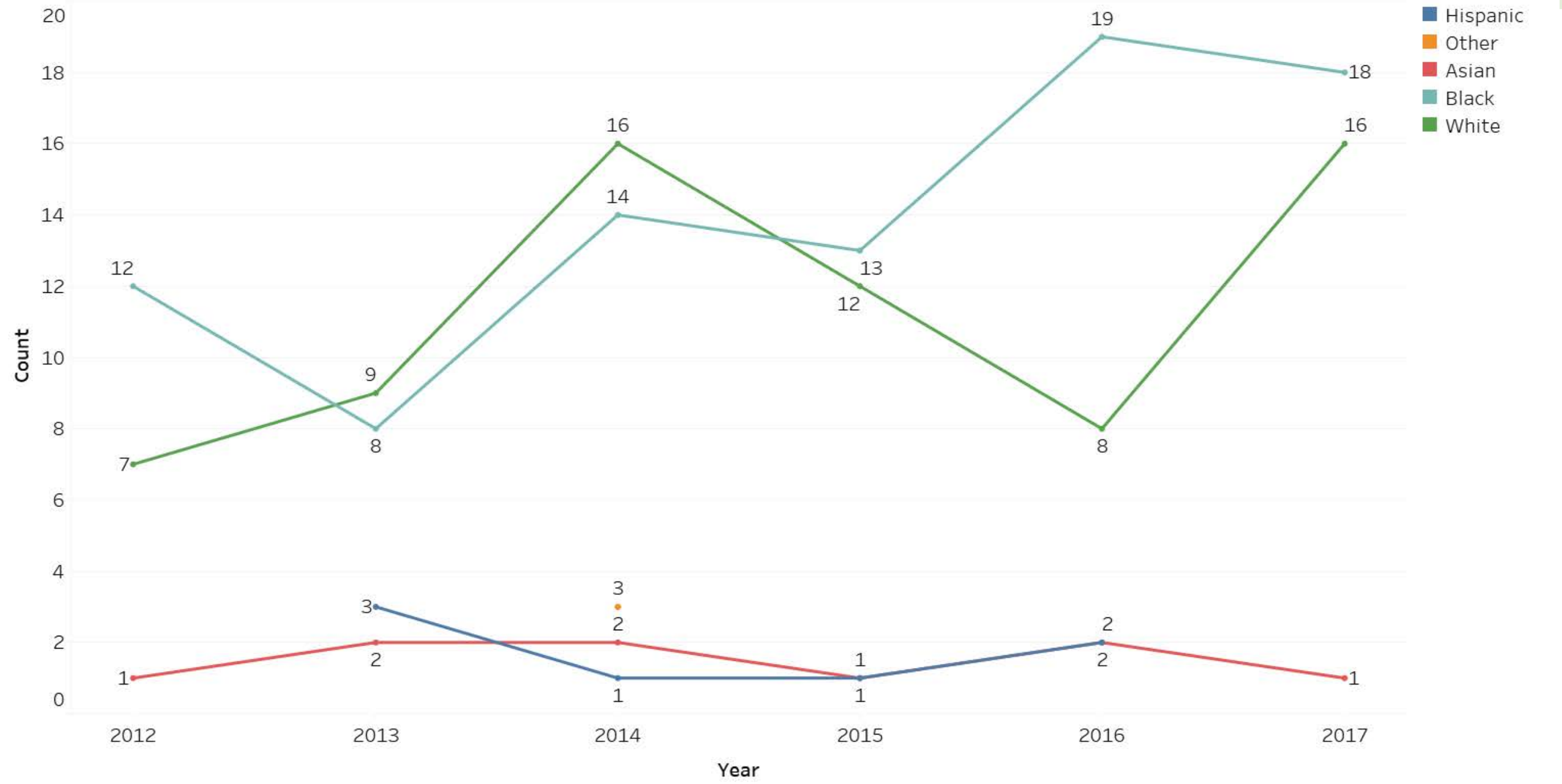
Level 3: Compliance Techniques – Hands on, OC Spray

Level 4: Defensive tactics – Take-downs, OC, Taser or Asp

Level 5: Deadly Force: - Weapon Fired

- Types of Force
  - Asp Baton
  - Bean Bag
  - Distraction Device
  - Taser
  - Gas
  - Hands
  - OC Spray
  - Weapon Pointed
  - Weapon Fired

Use of Force


Hispanic
Other
Asian
Black
White
Count
Year
0
2
4
6
8
10
12
14
16
18
20
2012
2013
2014
2015
2016
2017
12
8
14
13
19
18
7
9
16
12
8
16
3
1
1
1
2
3
2
2
1
2
2
1

Type of Force Used

		2012	2013	2014	2015	2016	2017
HAND	Hispanic		2	1	1	2	
	Asian		1	1	1	2	
	Black	4	3	8	9	7	7
	White	5	5	8	6	7	7
TASER	Hispanic		1				
	Other			1			
	Asian			1			
	Black		2		1	1	1
	White	1	1	2	2	1	1
WEAPON POINTED	Other			2			
	Asian	1	1				1
	Black	8	3	4	3	11	10
	White	1	3	6	4		8

Marijuana charges

		2012	2013	2014	2015	2016	2017
Marijuana + Other Charges	Black		1	1	2		1
	Hispanic				1		
	White	2	1	1	1		
Marijuana Charges	Black	3	9	15	4	4	4
	Hispanic		1	3	3	2	
	White	1	12	13	12	8	6
Grand Total		6	24	33	23	14	11

			2016	2017
Marijuana Charges	Citation	Black	3	3
		Hispanic	2	
		White	6	4
	On View	Black	1	1
	Arrest	White	2	2

Citizen Complaints

- If an individual has an issue with an officer(s)
  - Ask to speak to a supervisor
  - Fill our a complaint form online or at the PD
  - Supervisor will review and handle
  - If a substantial complaint then an Internal Investigation is started

- Complainants are notified that we did receive the complaint and the disposition
  - By law we can only inform individuals of the findings:

    - Sustained
    - Not Sustained
    - Unfounded
    - Proper Conduct
    - Policy Failure
    - Other

2017 Complaints

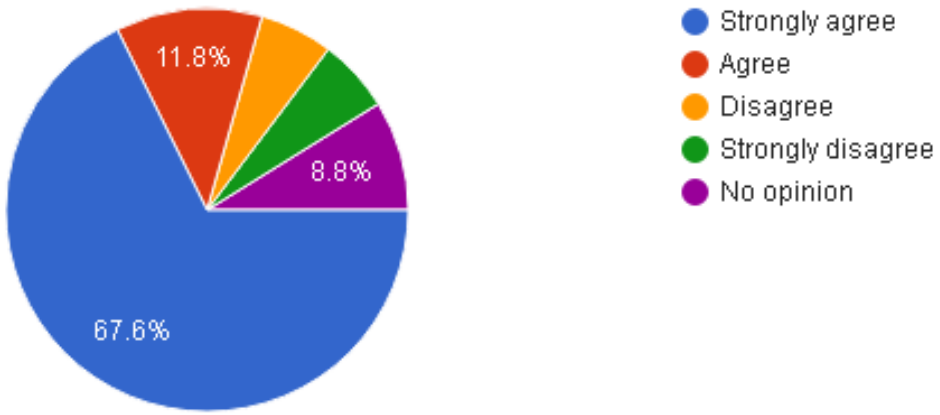
Type of Complaint	Disposition
Motor Vehicle Activity	Sustained
Social Conduct	Unfounded
Motor Vehicle Activity	Not Sustained
Social Conduct	Not Sustained
Social Conduct	Proper conduct
Social Conduct	Unfounded
Policy Deviation	Unfounded

Citizen Survey

- 50 responses to date. Data collection is ongoing.
- Spanish version is available. No responses yet.

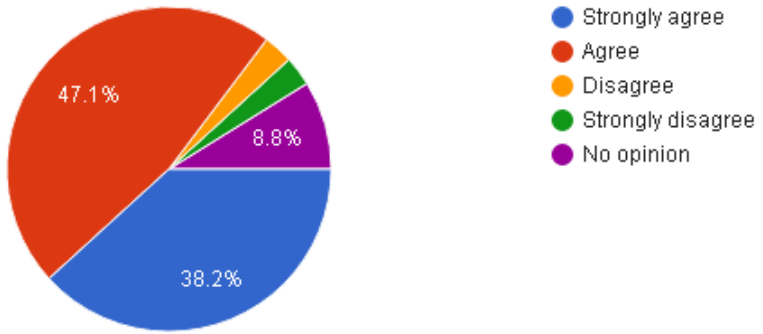
Overall, the Officer(s) were fair and unbiased in their actions.

34 responses



Overall, the Carrboro Police Department reflects the views and values of the community.

34 responses



Questions from the Board

- Implicit Bias Training
- Way to gather bias related items related to Islam
- Immigration
  - CPD **<u>"WE DON'T CARE"</u>**
  - Other agencies
    - DA: Will not hold
    - OCSO: Will not hold
- Community Events
  - Coffee with a Cop
  - Neighborhood Meetings
  - Pizza with a Cop
  - National Night Out
- How can we communicate and test the quality of the data independently
  - Independent Analyst
  - RTI

Questions from the Board

- SRO
  - Carrboro High
  - McDougal Middle
  - What they do
    - Provide Safety and Security for the Students and School
    - Act as a mentor, counselor, teacher and social worker
  - Memo of Understanding
    - Outlines what the roles of the SRO and school administration

Questions from the Board

Stats from SROs

Carrboro High

Date	OCA	Incident	SysID	Age	Sex	Race	Disposition	(T=Teen Court; SD= School Discipline; P=Petition)
9/27/2017	17-05115	Simple Assault	83148	16	F	W	SD	
11/21/2017	17-06102	Simple Assault	102201	17	M	H	SD	
1/29/2018	18-00335	Comm. Threat	103915	15	M	W	SD	
2/6/2018	18-00495	Assault on School Employee	68608	18	F	B	Pending	
2/26/2018	18-00846	Simple Assault	66965	16	F	B	SD	

McDougal

Date	OCA	Incident	SysID	Age	Sex	Race	Disposition	(T=Teen Court; SD= School Discipline; P=Petition)
9/1/2017	17-04715	Affray-Elementary Parents	63290					Report Taken-No students involved
10/9/2017	17-05173	Larceny-Elementary School	64519					Report Taken-No students involved
10/12/2017	17-05225	Juvenile Information	64540					Report Taken
11/11/2017	17-05613	Suspicious Vehicle	64684					Report Taken-No students involved
11/21/2017	17-05948	Dog Bite-Unable to locate owner	64848					Report Taken

Questions

TRAFFIC STOP REPORT

Agency Name _____ **Date (Month/Day/Year)** _____ **Time** _____

County of Stop _____ **Officer ID Number** _____

City of Stop _____

Part I

Initial Purpose of Traffic Stop *(check only one)*

- ☐ Checkpoint
- ☐ Driving While Impaired
- ☐ Investigation
- ☐ Other Motor Vehicle Violation
- ☐ Safe Movement Violation
- ☐ Seat Belt Violation
- ☐ Speed Limit Violation
- ☐ Stop Light / Sign Violation
- ☐ Vehicle Equipment Violation
- ☐ Vehicle Regulatory Violation

Vehicle Driver Information

Driver's Age _____ **Driver's Race** ☐ White ☐ Black ☐ Native American ☐ Asian ☐ Other

Driver's Sex ☐ Male ☐ Female

Driver's Ethnicity ☐ Non-Hispanic ☐ Hispanic *(Person of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish Culture)*

Enforcement Action Taken as a Result of the Traffic Stop *(check only one)*

- ☐ Citation Issued
- ☐ No Action Taken
- ☐ On-View Arrest → If arrest made, who was arrested?
  - ☐ Driver
  - ☐ Passenger(s)
- ☐ Verbal Warning
- ☐ Written Warning

Physical Resistance Encountered

Did Officer(s) encounter any physical resistance from Driver and/or Passenger(s)?	☐ Yes	☐ No
Did Officer(s) engage in the use of force against the Driver and/or Passenger(s)?	☐ Yes	☐ No
Did injuries occur to the Officer(s) as a result of the stop?	☐ Yes	☐ No
Did injuries occur to the Driver as a result of the stop?	☐ Yes	☐ No
Did injuries occur to the Passenger(s) as a result of the stop?	☐ Yes	☐ No

Vehicle/Driver/Passenger(s) Search

Was a search initiated subsequent to the traffic stop? ☐ Yes* ☐ No

***If search was initiated, complete Part II**

Traffic Stop Report

Part II

Type of Search *(check only one)*

☐ Consent ☐ Search Warrant ☐ Probable Cause ☐ Search Incident to Arrest ☐ Protective Frisk

Basis for Search

☐ Erratic/Suspicious Behavior ☐ Observation of Suspected Contraband ☐ Suspicious Movement

☐ Informant's Tip ☐ Other Official Information ☐ Witness Observation

Person(s)/Vehicle Searched

Was the Vehicle Searched? ☐ Yes ☐ No
Was the Driver Searched? ☐ Yes ☐ No
Was a Passenger(s) Searched? ☐ Yes ☐ No
Were the Personal Effects of the Driver and/or Passenger(s) Searched? ☐ Yes ☐ No

Identify the sex, race, and ethnicity of each passenger searched

	Age	Sex		Race					Ethnicity	
		Male	Female	White	Black	Native American	Asian	Other	Hispanic	Non-Hispanic
Passenger 1										
Passenger 2										
Passenger 3										
Passenger 4										

Contraband Found

Contraband found as a result of the search: ☐ None **OR** complete the following:

☐ Drugs _____Ounces _____Pound _____Dosages _____Grams _____Kilos

☐ Alcohol _____Pints _____Gallon

☐ Money _____Dollar Amount

☐ Weapons _____Number of Weapons

☐ Other _____Dollar Amount

Property Seized

Property seized as a result of the search: ☐ None **OR** complete the following:

☐ Motor Vehicle ☐ Personal Property ☐ Other Property

Office Use Only	Date	Initials
Reviewed		
Entered		

RTI-STAR Report

Report generated at: 04/01/18 09:07:35
Original filename: RP 2012-17.csv
Columns used:

Date and time: Stop Date
Time: Stop Date
Target: Race
Officer ID: StatePID

Target group: B
Restrict dates to +/- 30 days from DST transition: False
Date range of cases: 01/03/12 - 12/29/17
Intertwilight period (ITP) range: 17:30:22 - 21:07:00
Original number of stop records: 16,483
Number of stop records used for analysis: 1,539
Number of daylight events in ITP: 710
Number of darkness events in ITP: 829

Based on statistical significance alone (p>=0.05), this evidence does not suggest the existence of racial disproportionality in traffic stops. However, given the typically large sample sizes available for traffic stop data, we recommend that interpretation of results be more focused on whether the size of the difference in the reported percentages (or, equivalently, their ratio) is meaningfully large for your community.

The regression model indicates that the risk of being in the reference group was 21.63% during the light portion of the intertwilight period and 24.65% during the dark portion of the intertwilight period, with a corresponding risk ratio of 1.04. The p-value for the effect of light versus dark was 0.8121.

Methodology

To study the racial distribution of traffic stops, the tool uses the Veil of Darkness (VOD) approach, which is based on the logic that police officers are less capable of determining the race of a motorist after dark than they are during daylight. Using this method, the existence of racial disproportionality in traffic stops is assessed by comparing the race distribution of stops made during daylight to the race distribution of stops made after dark, after adjusting for other factors in a regression model. The analysis is limited to stops that occur during the evening intertwilight period (roughly between 5:00 PM and 9:00 PM, depending on location) in order to reduce the variation in travel patterns that are conditional on time of day.

The VOD method was developed and first employed by Jeffery Grogger and Greg Ridgeway in an analysis of traffic stops in Oakland, California, and Cincinnati, Ohio. The method has also been used in studies focusing on the nature of traffic stops in Minneapolis, Minnesota, Syracuse, New York, and more recently in San Diego, California, and the state of Connecticut.

Our tool incorporates one enhancement from these previous studies. That is, our model accounts for within-officer correlation that is likely to occur (when this information is available in the data). By doing so, we recognize that officers may have inherent differences in the percentage of a racial or ethnic subset of the population that they are likely to encounter. These differences may be caused by factors such as geographic deployment or unit assignment.

How to interpret results

One benefit of the VOD approach is its statistical quantification of disproportionality present in a community using a reliable data source. If the reported **risk ratio** (i.e., risk of being in a traffic stop reference group during light vs. dark periods) is acceptably close to 1.0, or in other words if the **percentages** of reference group traffic stops during light vs. dark intertwilight are acceptably close to one another, it suggests that daylight was not meaningfully associated with the race or ethnicity of the driver who was stopped. Alternatively, if the risk ratio is meaningfully *greater than 1.0*, it suggests possible racial disproportionality (i.e., that reference group motorists, a racial or ethnic subset of the population of interest, are more likely to be among those stopped during times when visibility is higher compared to times when visibility is lower).

We provide the **level of statistical significance** for the effect of daylight vs. intertwilight as well. Significance levels between 0 and 0.05 (when accompanied by risk ratios *greater than 1.0*) are more indicative of a potential problem with disproportionality, and significance levels between 0.05 and 1.0 are less indicative of a potential problem. However, given the large sample sizes available for traffic stop data, interpretation of results should be more focused on the size of the difference in the percentages (or, equivalently, their ratio).

This tool provides a quantified description of traffic stop disparities in a community. The results can be useful in a number of ways: to determine whether there is meaningful evidence of racial disproportionality in traffic stops for a given reference group, to compare results across various subgroups of stops (e.g., across gender, across police units) to pinpoint subgroups that need more attention than others, and to compare results before vs. after an intervention is implemented.

This method identifies patterns of disproportionate contact with law enforcement in regard to traffic stops for selected reference groups in a defined time range. This tool does **not** alone conclusively identify agencies and/or officers that are engaging in the practice of racial bias. Finally, this method does not analyze or provide context for the reason or cause for a traffic stop or set of traffic stops to be conducted by a law enforcement officer.

This tool does not provide a customized analysis for each dataset and results should be considered preliminary. Further analyses may still be warranted to better understand the results and verify that the preliminary analysis has been conducted in a proper and legitimate manner.

How we calculated your results

Traffic stop profiling analysis was performed using Python 3.5.1 and statsmodels version 0.6.1.

For analysis with an officer id, a marginal regression model was fit using Generalized Estimating Equations (GEE). Default initialization parameters were used with the exceptions of a logit link, binomial distribution and an exchangeable

covariance structure with a robust variance estimator. The fitted model included categorical variables representing light/dark, day of week, year and a B-spline (degree = 6) of time in seconds since midnight. Officer id was specified as the group (cluster or "subject" variable).

For analysis without an officer id a binary choice logit model was fit. The form of the model was identical to the GEE model but no within-subject covariance structure was specified.

Attchment E

RTI-STAR Report

Report generated at: 04/01/18 09:10:30
Original filename: RP 2012-17.csv
Columns used:

Date and time: Stop Date
Time: Stop Date
Target: Ethnicity
Officer ID: StatePID

Target group: H
Restrict dates to +/- 30 days from DST transition: False
Date range of cases: 01/03/12 - 12/29/17
Intertwilight period (ITP) range: 17:30:22 - 21:07:00
Original number of stop records: 16,453
Number of stop records used for analysis: 1,539
Number of daylight events in ITP: 710
Number of darkness events in ITP: 829

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Our tool incorporates one enhancement from these previous studies. That is, our model accounts for within-officer correlation that is likely to occur (when this information is available in the data). By doing so, we recognize that officers may have inherent differences in the percentage of a racial or ethnic subset of the population that they are likely to encounter. These differences may be caused by factors such as geographic deployment or unit assignment.

How to interpret results

One benefit of the VOD approach is its statistical quantification of disproportionality present in a community using a reliable data source. If the reported **risk ratio** (i.e., risk of being in a traffic stop reference group during light vs. dark periods) is acceptably close to 1.0, or in other words if the **percentages** of reference group traffic stops during light vs. dark intertwilight are acceptably close to one another, it suggests that daylight was not meaningfully associated with the race or ethnicity of the driver who was stopped. Alternatively, if the risk ratio is meaningfully *greater than 1.0*, it suggests possible racial disproportionality (i.e., that reference group motorists, a racial or ethnic subset of the population of interest, are more likely to be among those stopped during times when visibility is higher compared to times when visibility is lower).

We provide the **level of statistical significance** for the effect of daylight vs. intertwilight as well. Significance levels between 0 and 0.05 (when accompanied by risk ratios *greater than 1.0*) are more indicative of a potential problem with disproportionality, and significance levels between 0.05 and 1.0 are less indicative of a potential problem. However, given the large sample sizes available for traffic stop data, interpretation of results should be more focused on the size of the difference in the percentages (or, equivalently, their ratio).

This tool provides a quantified description of traffic stop disparities in a community. The results can be useful in a number of ways: to determine whether there is meaningful evidence of racial disproportionality in traffic stops for a given reference group, to compare results across various subgroups of stops (e.g., across gender, across police units) to pinpoint subgroups that need more attention than others, and to compare results before vs. after an intervention is implemented.

This method identifies patterns of disproportionate contact with law enforcement in regard to traffic stops for selected reference groups in a defined time range. This tool does **not** alone conclusively identify agencies and/or officers that are engaging in the practice of racial bias. Finally, this method does not analyze or provide context for the reason or cause for a traffic stop or set of traffic stops to be conducted by a law enforcement officer.

This tool does not provide a customized analysis for each dataset and results should be considered preliminary. Further analyses may still be warranted to better understand the results and verify that the preliminary analysis has been conducted in a proper and legitimate manner.

How we calculated your results

Traffic stop profiling analysis was performed using Python 3.5.1 and statsmodels version 0.6.1.

For analysis with an officer id, a marginal regression model was fit using Generalized Estimating Equations (GEE). Default initialization parameters were used with the exceptions of a logit link, binomial distribution and an exchangeable

covariance structure with a robust variance estimator. The fitted model included categorical variables representing light/dark, day of week, year and a B-spline (degree = 6) of time in seconds since midnight. Officer id was specified as the group (cluster or "subject" variable).

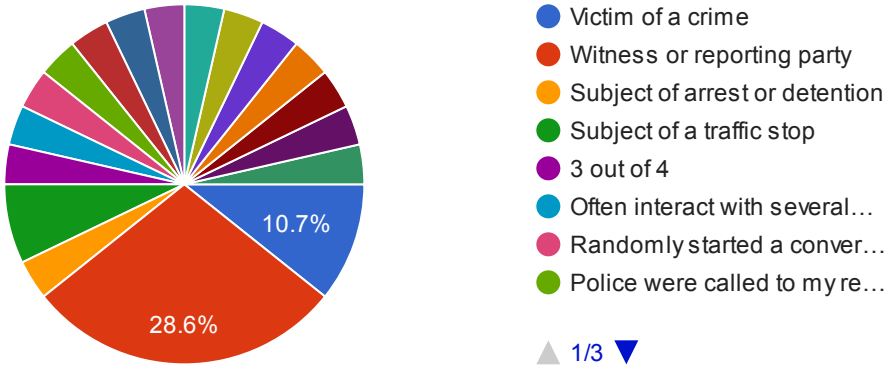
For analysis without an officer id a binary choice logit model was fit. The form of the model was identical to the GEE model but no within-subject covariance structure was specified.

Carrboro PD Citizen Satisfaction Survey

50 responses

What was your reason for contact with the Carrboro Police Department?

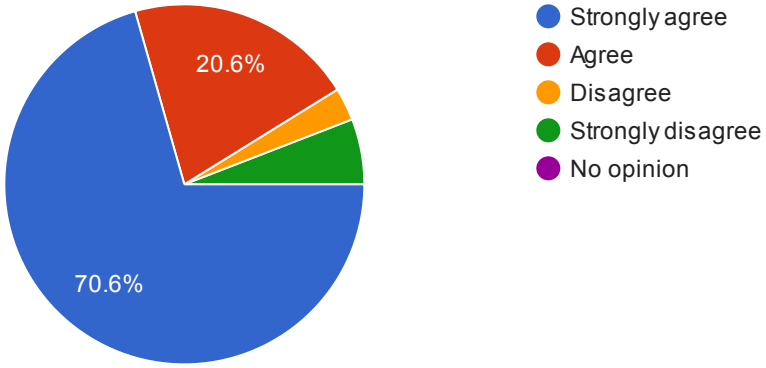
28 responses



Interaction with Individual Officers

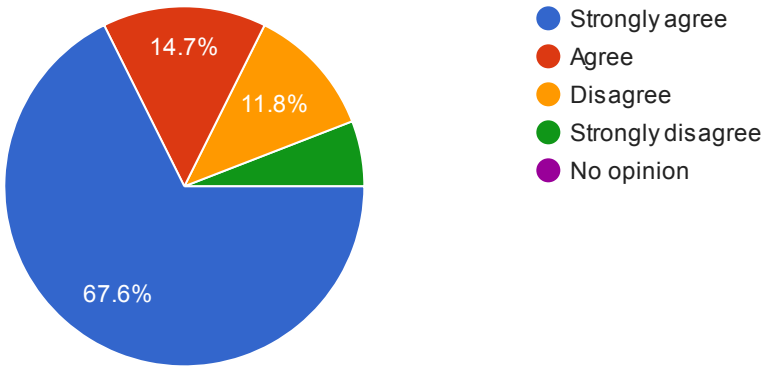
Overall, the Officer(s) I interacted with were helpful and courteous.

34 responses



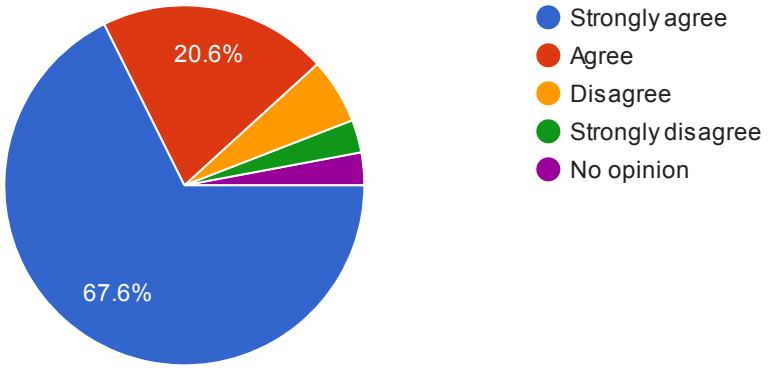
Overall, the Officer(s) I interacted with handled the situation in a professional manner.

34 responses



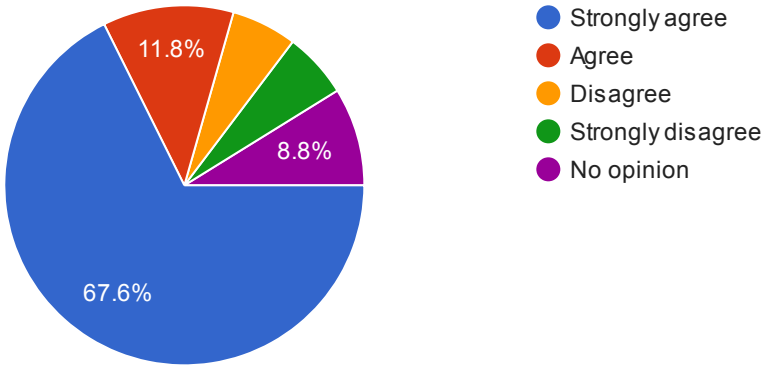
Overall, the Officer(s) I interacted with were well informed and able to answer any questions that I had.

34 responses



Overall, the Officer(s) were fair and unbiased in their actions.

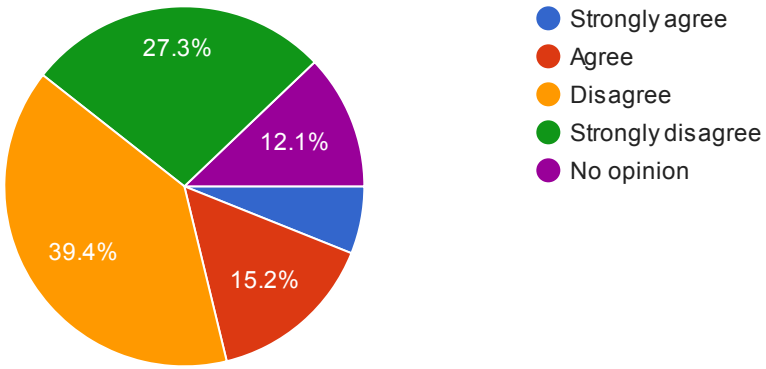
34 responses



Crime and Policing In Carrboro

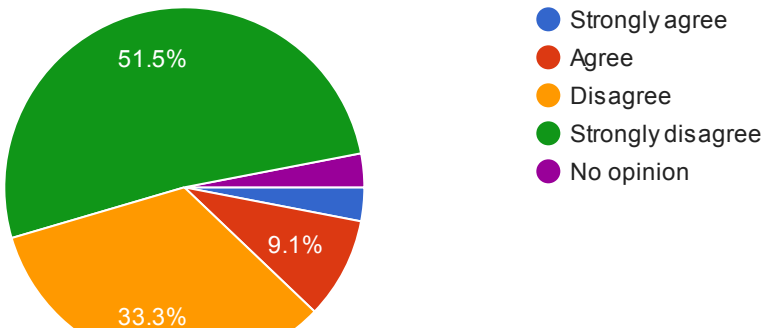
I worry about becoming the victim of a property crime in Carrboro.

33 responses



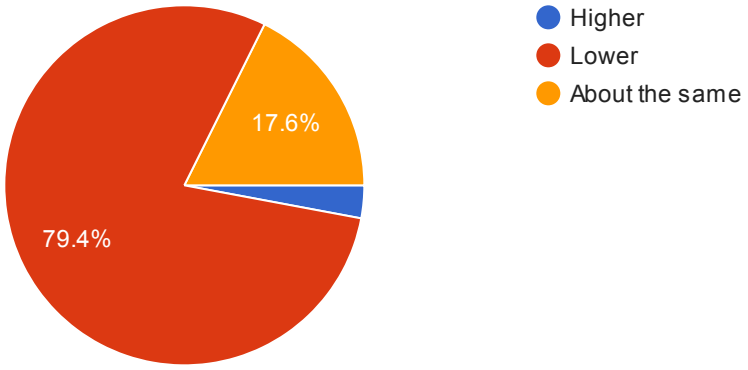
I worry about becoming the victim of a violent crime in Carrboro.

33 responses



I believe that the crime rate in Carrboro is _____ as the average crime rate in the US.

34 responses

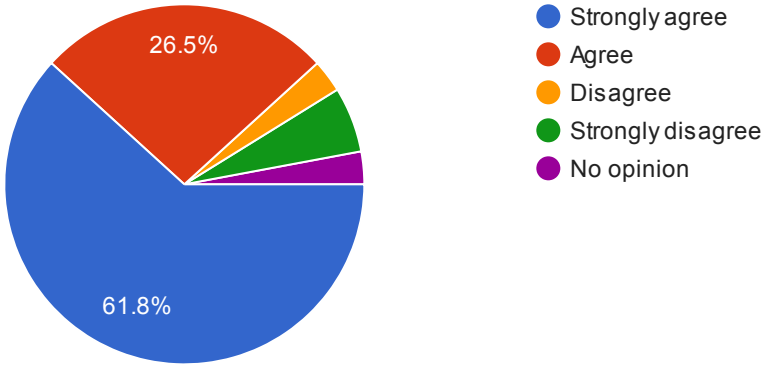


I believe that crime in my neighborhood is _____ as the crime in Carrboro overall.

34 responses

The Carrboro Police Department as an agency carries out their duties in a fair manner.

34 responses



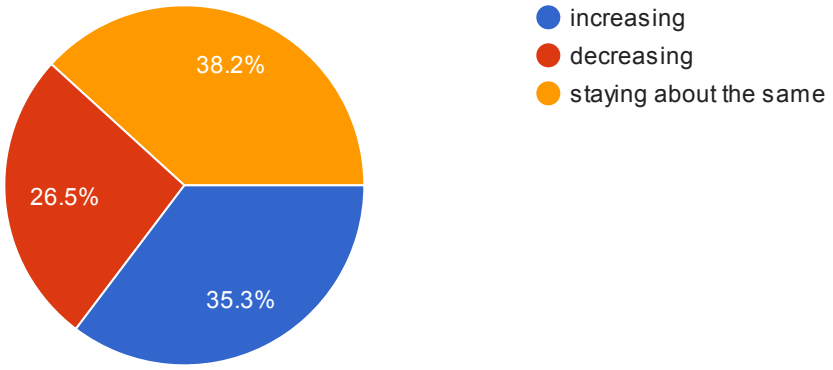
Crime and Policing in the US

I worry about becoming the victim of a crime while traveling in other parts of the US.

34 responses

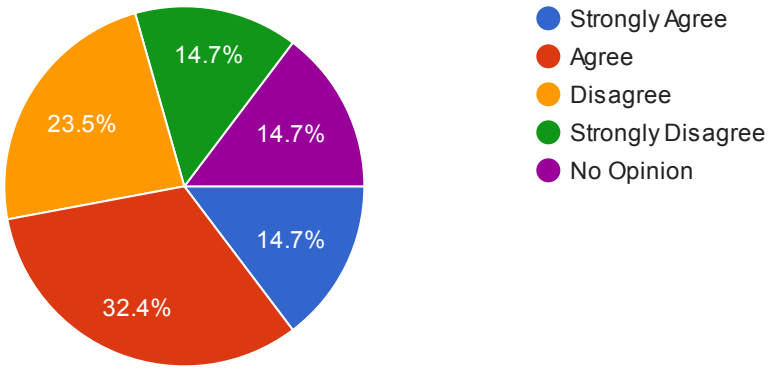
I believe that crime across US is _____

34 responses



Police across the US carry out their duties in a fair manner.

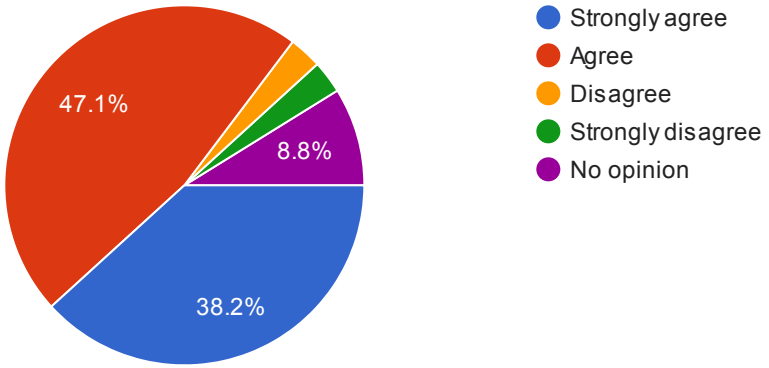
34 responses



Community Concerns and Values

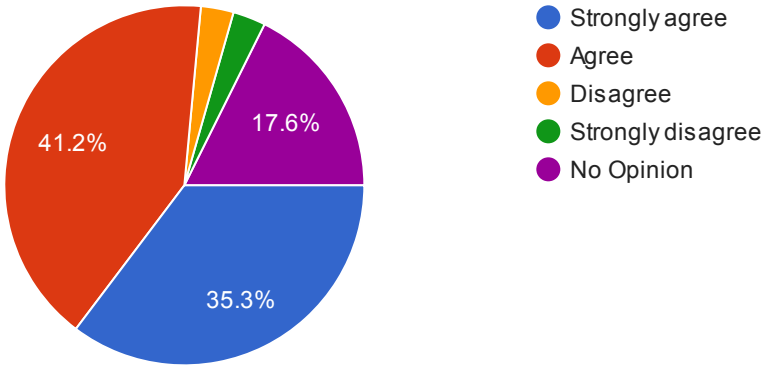
Overall, the Carrboro Police Department reflects the views and values of the community.

34 responses



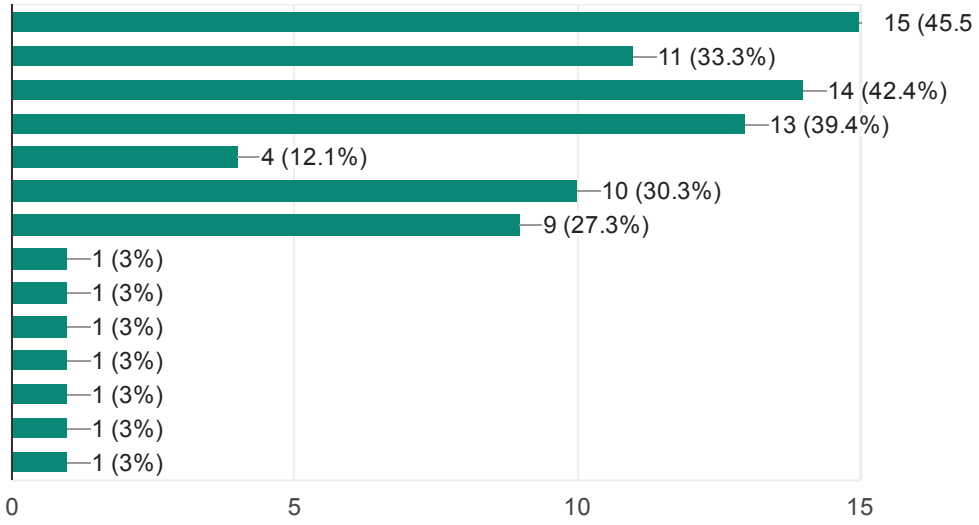
The Carrboro Police are aware of the crime problems in my community

34 responses



I would like to see more of the following from the Carrboro PD. (Check all that apply.)

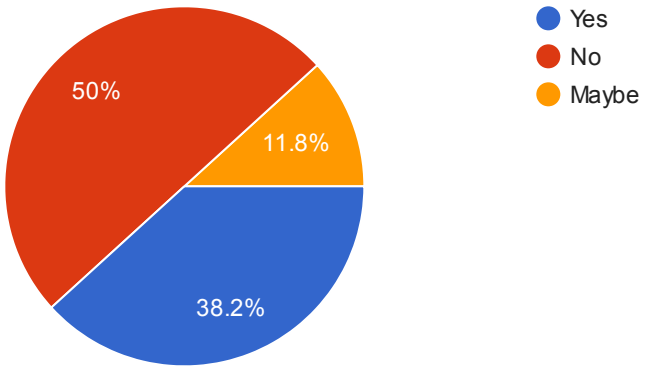
33 responses



Information and Resources

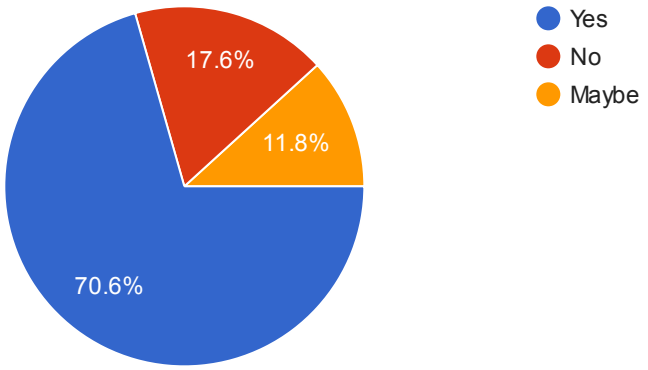
If I would like to file a commendation or a complaint about an officer, I know how to do so.

34 responses



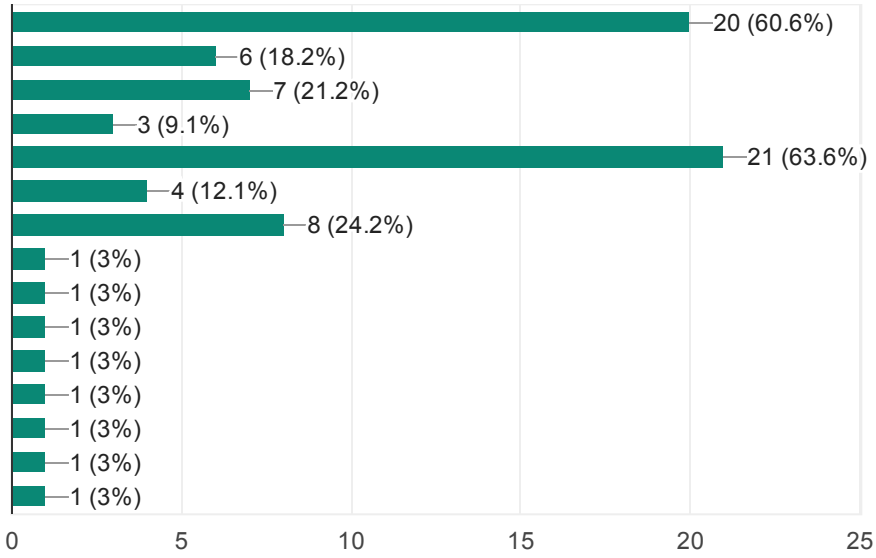
If I would like to file a complaint about an officer, I feel safe and empowered to do so.

34 responses



I receive information about crime in my community in the following ways: (Check all that apply)

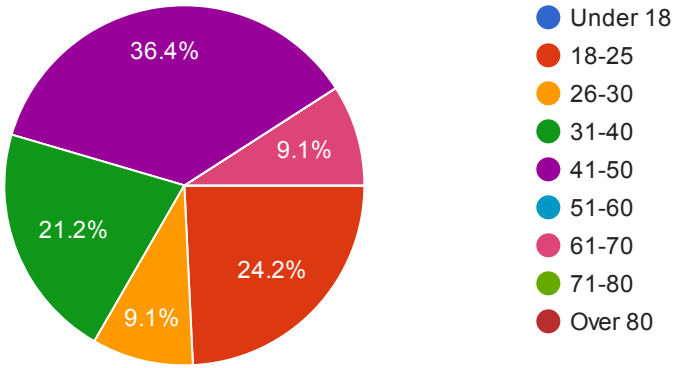
33 responses



Respondent Demographics

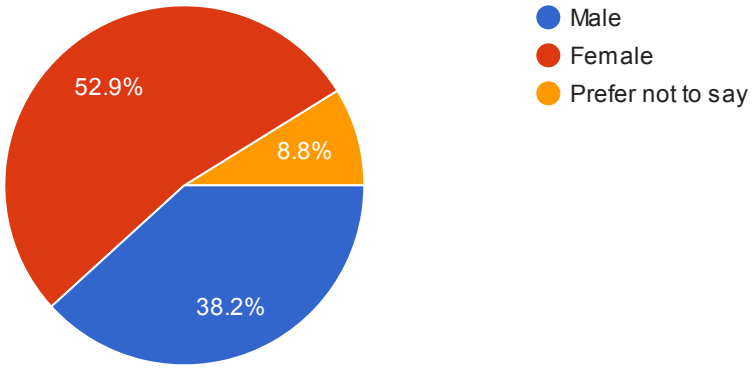
What is your age?

33 responses



What is your sex?

34 responses

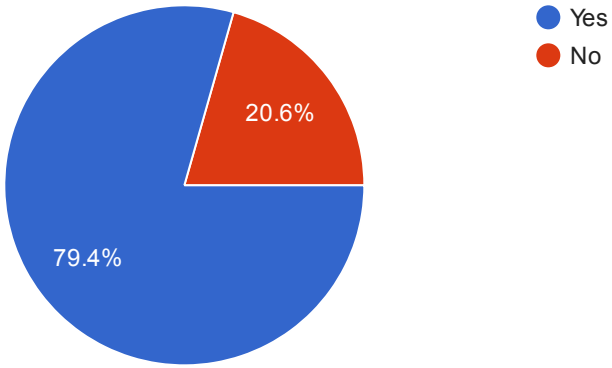


What is your race?

32 responses

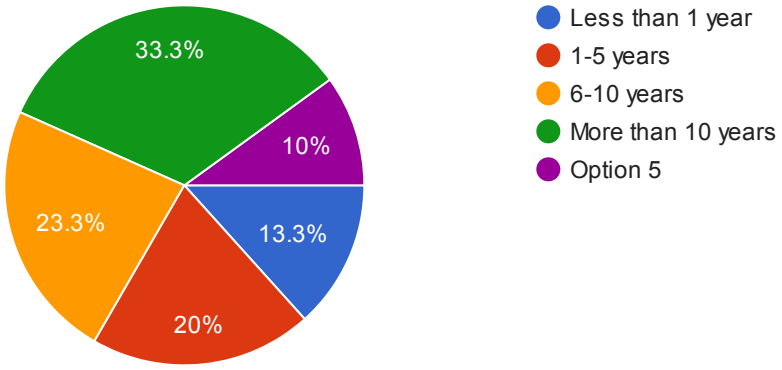
Do you currently live in Carrboro?

34 responses



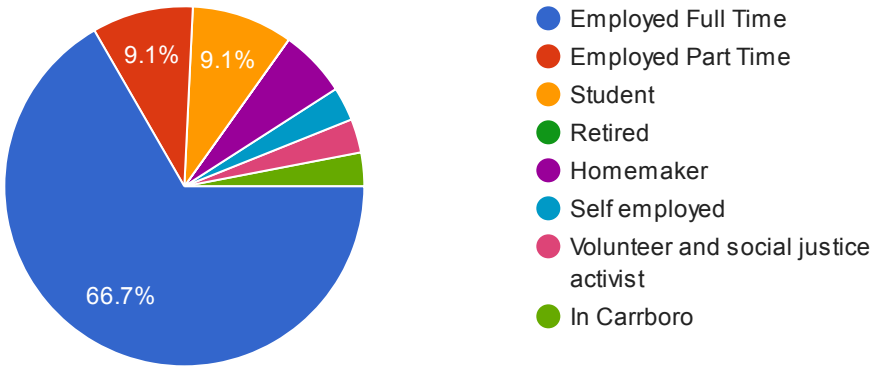
If so, how long have you lived in Carrboro?

30 responses



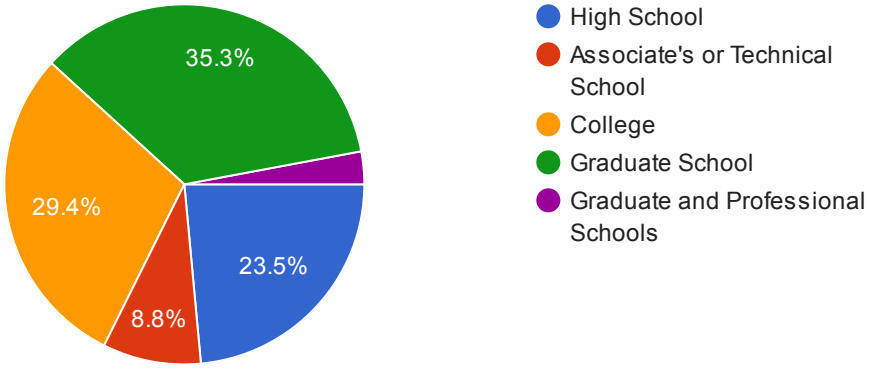
What is your employment status?

33 responses



What is the highest level of education you have completed?

34 responses



Anything else?

Please use this space to share any additional comments about the Carrboro Police Department. Thanks again for your participation.

13 responses

You are the best! Thank you for all your hard work, which is obviously done cheerfully!

Pay them better

I have always had a good feeling about the police in Carrboro but I had an incident that wasn't handled well.
I was choked by my drunk,ROOMATE, the police came out and not a thing was done. He was intoxicated and choked me. The police left me there with him. I had to pack all my things and move to Raliegh for a bit because I didn't feel safe.
Now I feel if I am abused, the police won't do a thing.
Scary
This guy should have at least been thrown in a drunk tank
Shame on you guys

Thank you Carrboro Police Department for your transparency and excellent service

I am generally proud of how the Carrboro PD operates and I think of them often when I hear national news about officers who have committed inexcusable acts of violence or PDs that do not serve in a way that reflects their community's values. I think that the more that people around here know about how y'all operate, the better- so things like coffee with a cop are great and I was really happy to hear about the Carrboro and Chapel Hill PD's forums on how y'all approach immigration issues, so more of that! I know y'all have hard jobs and I appreciate the effort that goes into communicating with the Carrboro community and serving us as best as you can. Thanks!

Follow the rules and stop thinking you are above the law. Because you're not.

Overall I think the carrboro police department are doing a wonderful job. But their are two officers that I think are just the best Officer Ferraro and Officer Cox

My parked car was hit my a car driven by two college girls around 9:30pm on April 17, 2017 at the Carmill Mall parking lot outside Tandem restaurant. The girls could have been drunk for various reasons. One, they were trying to park in a parking space reserved for disabled people and two instead of apologizing to me they tried to run away and when I told them that I would like to call 911 they didn't like that and told me to go away, be in my own car and don't show them my face. I would assume a normal person would not say such things and instead would apologize to the person whose car they hit. I called 911 a police officer by the name of S.Dixon came. He was so nice to the girls that he didn't even ask whether one or both of them had been drunk. He saw that they had hit my car and even told the girls that they were trying to park in a space reserved for disabled people. I was so upset by this treatment where people who had done the wrong were told to go while I, who had been wronged, was asked as if I might have done something wrong by asking me whether I was trying to back the car. In the end, he let the girls go without asking any questions and told me to take care of my car by calling my insurance and doing whatever else that needs to be done to fix my car. I left the place feeling very upset and confused not being able to understand the officer's behavior towards me and the girls. Was that bias towards a certain race or racism? or was he just trying to be nice to the girls? or was he following some police department policy that I was not aware of.

Please use more tools to prevent crime by preventing the mentality that violence can solve anything: use the public to help police (train public in basic policing and self defense) and use peer pressure campaigns to prevent crime; have resources (support groups offer to sign people up) and give counseling on the spot to emotionally troubled people, or mental ill people (every officer learning to recognize and interact/ communicate with those who're menatlly ill), or those who're food insecure, or very poor, etc.
Thank you for accepting FAITH ID's; please extend the instances in which they can be used. I don't know current police dept policy. Sorry if I ask for things department is already doing. Here's a list of things I'd like to see anyways. Please remove bail requirements for non-violent people. Focus on reducing wrongful convictions. Do double blind suspect identification, where officer asking witness isn't involved in the investigation. Allow homeless to sleep in public areas and forests, or allow them the safety of sleeping in the police station or

elsewhere in buildings that are vacant at night. Please enforce noise ordinance at UNC; sometimes music heard is extremely loud and disturbing. Please focus more on environmental law enforcement; there are many potentially hazardous dump sites on private property like possible asbestos in old shingles. Improve transparency and publish publicly: crime statistics should identify hate crimes and nationalities of people involved, about policing procedures and protocol, publish all work documents that aren't beinng used in an active investigation, report which cases are solved and unsolved and what help is needed for each, a list of policies police dept would like to see made to improve safety, list of investigations into abuse of power within our local gov't including police dept, etc. I've seen lots of tension between students and school administration, and situations where school staff abuse their power; treat each party equally in considering their statements and investigate the school staff and policies when relevant, and others as to how they contributed to the situation; it shouldn't be a crime to not go to school; all offenses by students I've seen at school are a result of emotional trauma and mental health issues; please stop the ease of school to jail pipeline. Treat addicts as people who have a mental illness, which is the addiction, and refer them to professional help groups and resources, and a buddy to check on them. Reduce discrimination during traffic stop with racial bias training: spend time with families of diverse backgrounds to better communicate with, understand, and learn to love people of other cultures and backgrounds. Use less lethal, defensive weapons instead. List volunteer needs of police dept so I and others can know where to help out. I'm willing to help with anything. Thank you for your energy and service; I stand with the police dept to ensure all people feel safe and can live peacefully.

Great interactions at Carrboro Day. Props to David, Ron and Kassie

The Carrboro Police are great they are always in the community, outreach and church events, very visible, some can't live in Carrboro due to the lack of affordable housing, very professional when there is a person who is disruptive in the community...GREAT TEAM!

There should be a way for citizens to meet with the Chief of Police in a more confidential setting than those offered by the current community engagement initiatives (coffee shop, night out, neighborhood forum).

I believe police officers are representatives of our community who should act in a respectful, professional manner whether they are in uniform or off-duty.

I do not feel safe creating a complaint against an officer for unprofessional conduct. I feel intimidated and fear both physical harm and malicious prosecution. When I asked an independent officer how I could meet with the Chief of Police, I was told I had to go up the chain of command. I believe the Chief should be readily available to address concerns of citizens.

As an aside: I suggest changing the term used by officers from "chain of command" to a more community-oriented term or even just the words "appropriate process." When I hear "chain of command" I get the impression of a "military command and control apparatus" that must be navigated in order to speak with the leader(s) in my local community.

Will Carrboro continue to be a sanctuary city?
Community engagement is important, so I try to connect the marginalized with community resources & use my knowledge of Spanish to do so.
Thank you for all your work & in helping with keeping our communities safe & informed.

School Resource Officer
Memorandum of Understanding (MOU)

Guiding Principles:

WHEREAS, the purpose of this document is to create guidelines and roles to ensure that law enforcement, school administrators, and the communities they serve have a shared understanding of the goals of the School Resource Officer (SRO) program and that SROs receive the necessary support and training to ensure a safe school environment while respecting the rights of students and improving the overall school climate;

WHEREAS, school policing is intended to maintain a positive, safe and orderly school environment for all stakeholders; SROs develop and maintain relationships with students, parents, and other members of the school community;

WHEREAS, the parties agree that transparency and accountability are essential to the success of the SRO program.

WHEREAS, the parties agree that an effective SRO program sets forth: 1) the role of the SRO within the context of the educational mission and vision of the school; 2) distinctions between disciplinary misconduct to be handled by school officials and criminal offenses to be handled by law enforcement; 3) collaboration with school administrators on legal and school related issues; and 4) non-punitive approaches to student behavior.

WHEREAS, the signatories agree as follows:

Goals and Objectives:

The mission of the School Resource Officer program is to improve school safety and the educational climate at the school. School administrators are responsible for student conduct and school discipline. SROs may assist with raising awareness of school rules to students and referring potential violations to school administration.

The SRO is an asset used by the community and the school in an attempt to address situations proactively in the lives of students rather than in the judicial system.
The SRO shall foster educational programs and activities to increase student's knowledge of and respect for the law and the function of law enforcement agencies.

The SRO shall conduct himself or herself as a positive role model at all times; shall seek to establish a strong rapport with staff, faculty, students, community members and others associated with the school; shall encourage students to develop positive attitudes towards the school, education, law enforcement officers; and shall cultivate an environment of positive relationships with students, staff, community members and agencies.

The SRO shall help students deal with the pressures facing them today such as the use of alcohol, drugs and tobacco, along with peer pressure, bullying and harassment. These situations are sometimes present in the schools and community. SROs shall provide classroom instruction and act as a link to other service agencies that provide preventative and counseling services with the school district and community.

The SRO shall act swiftly and cooperatively when responding to major disruptions and flagrant criminal offenses at school, such as: disorderly conduct by trespassers, the possession and use of weapons or controlled substances, the illegal sale or distribution of controlled substances, and other serious crimes that occur on campus and threaten the safety of students and staff.

The SRO shall meet with building-level school administrators, teachers, support staff, parents, and student representatives at least annually to discuss issues of school safety.

The SRO shall be integrated into the school community through participation in faculty and student meetings, after school events, and assemblies as appropriate.

Duties of School Resource Officers:

To enforce Federal, State and Local criminal laws and ordinances, and to assist school officials with the enforcement of the Board of Education policies and administrative regulations regarding student conduct;

To investigate criminal activity committed on school property;

To counsel public school students in special situations, such as students suspected of engaging in criminal misconduct, when requested by principal or the principal's designee or by the parents of a student. School administration shall be present;

To answer questions the students may have about North Carolina criminal or juvenile laws;

To assist other law enforcement officers with outside investigations concerning students attending the school(s) to which the SRO is assigned;

To provide security for special school events or functions at the request of the principal or designee.

Distinguishing Disciplinary Misconduct from Criminal Offenses

Building level administrators, absent a real and immediate threat to student, teacher, or school safety, and absent the situations described herein where formal law enforcement intervention is deemed appropriate, shall have final authority.

School Resource Officers are responsible for criminal law issues. Administrators are responsible for school disciplinary issues. Like other staff, School Resource Officers shall report school-related disciplinary issues or offenses to a school administrator.

Absent a real and immediate threat to student, teacher, or public safety, student incidents involving public order offenses including; disturbance/disruption of schools or public assembly; trespass; loitering; profanity; and fighting that does not involve physical injury or a weapon, shall be considered school discipline issues to be handled by school officials, rather than criminal law issues warranting formal law enforcement intervention (e.g., issuance of criminal summons (ticket), filing of delinquency petition, referral to a probation officer, or actual arrest).

Students shall not be arrested at school, except where a student poses a real and immediate threat to student, teacher, or public safety; or a judicial warrant specifically directs the arrest of the student in a school; in all other instances the execution of an arrest warrant should be undertaken at a location other than a school. Patrol officers may serve a warrant at school with the assistance of the School Resource Officer.

School principals shall be consulted prior to an arrest of a student where practicable. The school administrator or designee will contact a student's parent/guardian, whenever possible, prior to an arrest.

The student's parent or guardian shall be promptly notified of a student's arrest by a school administrator or designee when it takes place on school property.

The SRO shall comply with Miranda and juvenile Miranda rules. If a SRO questions, searches, or arrests a student at school, all reasonable efforts will be made to protect the student's privacy.

The SRO should inform a school administrator prior to conducting a probable cause search where practicable.

Absent a real and immediate threat to student, teacher or public safety, a school official shall not ask a SRO to be present or participate in the questioning of a student that could expose the student to court-involvement or arrest.

Absent a real and immediate threat to student, teacher, public safety or personal harm, a SRO shall not use physical force or restraints - including handcuffs, tasers, mace, or other physical or chemical restraints - on a student.

Training:

Every School Resource Officer will annually receive the following from their local law enforcement agency:

Carrboro Police Department	**Chapel Hill Police Department**
Driver Training - classroom	Active Shooter Training
Driver Training	Decision Making (shoot/don't shoot)
Legal Updates*	Legal Updates*
Use of Force/Firearms*	Firearms Training*
Range Qualifications*	Range Qualifications*
Juvenile Minority Sensitivity Training*	Juvenile Minority Sensitivity Training*
Domestic Violence Training*	Domestic Violence (and Teen Dating) Training*
Police Officer Physical Abilities Testing*	Police Officer Physical Abilities Testing
Fair and Impartial Policing (certification and recertification)	Fair and Impartial Policing (certification and recertification)
CPR*	CPR*
Taser Training (certification and recertification)	

* Mandatory In-Service Training

North Carolina or the local police departments may require additional in-service training from year to year.

School Resource Officers shall attend training opportunities sponsored by the district on an annual basis. These training opportunities, along with others that may be provided or supported by the district, shall be age appropriate.

Training shall include, but not be limited to, the areas of:

- school safety
- exceptional children
- district policies
- mental health
- equity
- student records (Family Educational Rights and Privacy Act)

The School Resource Officer shall be familiar with and trained in programs adopting non-punitive approaches to discipline available in the district. If a school has implemented a specific program designed to improve overall school climate or respond to student behaviors in specific ways, the school resource officer shall participate with that program and associated training sessions as appropriate.

Complaint and Grievance Procedures:

The board encourages the resolution of concerns and complaints whenever possible. To this end, the board has provided opportunities for students and parents to express their concerns through processes established in board policies. Board policy 1742/5060, Responding to Complaints, identifies these different processes and provides a mechanism for resolving complaints in an informal manner.

While the Board strongly encourages informal resolutions, it recognizes that students and parents may want a more formal process for certain types of complaints, or if the informal process did not produce satisfactory results.

Board Policy 1740/4010, Grievance Procedures for Students and Parents, provides students and parents an opportunity to address concerns regarding specific decisions, especially when there are concerns that Board policy or law has been misapplied, misinterpreted or violated.

Students and parents may also file a complaint with the local law enforcement agency where the SRO is employed.

Evaluation/Assignment:

Building-level school administrators shall be included in the selection process for SROs and shall participate in periodic performance reviews of the SRO. The school principal may request an SRO be removed from the school assignment after consultation with the local police department's supervisor for SROs.

Transparency and Accountability:

The school district and relevant law enforcement agency shall maintain annual publicly available data, without disclosing personally identifiable information, documenting the following:

Number of incidents resulting in a student arrest for conduct on school grounds or at a school-sponsored event, broken down by school; offense; arrestee's age, grade level, race, sex, and disability status; and disposition/result;

Number of incidents resulting in other forms of law enforcement intervention --- including searches and seizures by SROs; questioning by SROs; issuance of criminal summons (ticket), filing of delinquency petition, referral to a probation officer, or actual arrest) --- for juvenile conduct on school grounds or at a school- sponsored event, broken down by school; offense or reason; type of law enforcement intervention; juvenile's age, grade level, race, sex, and disability status; and disposition/result.

TRAFFIC STOP REPORT

Agency Name _____ **Date (Month/Day/Year)** _____ **Time** _____

County of Stop _____ **Officer ID Number** _____

City of Stop _____

Part I

Initial Purpose of Traffic Stop *(check only one)*

- ☐ Checkpoint
- ☐ Driving While Impaired
- ☐ Investigation
- ☐ Other Motor Vehicle Violation
- ☐ Safe Movement Violation
- ☐ Seat Belt Violation
- ☐ Speed Limit Violation
- ☐ Stop Light / Sign Violation
- ☐ Vehicle Equipment Violation
- ☐ Vehicle Regulatory Violation

Vehicle Driver Information

Driver's Age _____ **Driver's Race** ☐ White ☐ Black ☐ Native American ☐ Asian ☐ Other

Driver's Sex ☐ Male ☐ Female

Driver's Ethnicity ☐ Non-Hispanic ☐ Hispanic *(Person of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish Culture)*

Enforcement Action Taken as a Result of the Traffic Stop *(check only one)*

- ☐ Citation Issued
- ☐ No Action Taken
- ☐ On-View Arrest → If arrest made, who was arrested?
  - ☐ Driver
  - ☐ Passenger(s)
- ☐ Verbal Warning
- ☐ Written Warning

Physical Resistance Encountered

Did Officer(s) encounter any physical resistance from Driver and/or Passenger(s)?	☐ Yes	☐ No
Did Officer(s) engage in the use of force against the Driver and/or Passenger(s)?	☐ Yes	☐ No
Did injuries occur to the Officer(s) as a result of the stop?	☐ Yes	☐ No
Did injuries occur to the Driver as a result of the stop?	☐ Yes	☐ No
Did injuries occur to the Passenger(s) as a result of the stop?	☐ Yes	☐ No

Vehicle/Driver/Passenger(s) Search

Was a search initiated subsequent to the traffic stop? ☐ Yes* ☐ No

***If search was initiated, complete Part II**

Traffic Stop Report

Part II

Type of Search *(check only one)*

☐ Consent ☐ Search Warrant ☐ Probable Cause ☐ Search Incident to Arrest ☐ Protective Frisk

Basis for Search

☐ Erratic/Suspicious Behavior ☐ Observation of Suspected Contraband ☐ Suspicious Movement

☐ Informant's Tip ☐ Other Official Information ☐ Witness Observation

Person(s)/Vehicle Searched

Was the Vehicle Searched? ☐ Yes ☐ No
Was the Driver Searched? ☐ Yes ☐ No
Was a Passenger(s) Searched? ☐ Yes ☐ No
Were the Personal Effects of the Driver and/or Passenger(s) Searched? ☐ Yes ☐ No

Identify the sex, race, and ethnicity of each passenger searched

	Age	Sex		Race					Ethnicity	
		Male	Female	White	Black	Native American	Asian	Other	Hispanic	Non-Hispanic
Passenger 1										
Passenger 2										
Passenger 3										
Passenger 4										

Contraband Found

Contraband found as a result of the search: ☐ None **OR** complete the following:

☐ Drugs _____Ounces _____Pound _____Dosages _____Grams _____Kilos

☐ Alcohol _____Pints _____Gallon

☐ Money _____Dollar Amount

☐ Weapons _____Number of Weapons

☐ Other _____Dollar Amount

Property Seized

Property seized as a result of the search: ☐ None **OR** complete the following:

☐ Motor Vehicle ☐ Personal Property ☐ Other Property

Office Use Only	Date	Initials
Reviewed		
Entered		

Town of Carrboro

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

Agenda Item Abstract

File Number:17-500

Agenda Date: 4/17/2018 **File Type:**Agendas

In Control: Board of Aldermen

Version: 1

TITLE:
Consideration and Possible Approval of a Development Agreement Between the Town of Carrboro and the ArtsCenter Regarding the 203 South Greensboro Project

PURPOSE: The purpose of this item is to provide the Board of Aldermen with an opportunity to consider and approve a Development Agreement between the Town and the ArtsCenter that will allow both parties to cooperatively proceed with the planning, design, and construction of the project, and possibly to incorporate space specifically designed for use by the ArtsCenter.
DEPARTMENT: Town Attorney and Manager's Office

CONTACT INFORMATION: Bob Hornik, hornik@broughlawfirm.com <mailto:hornik@broughlawfirm.com>; David Andrews, dandrews@townofcarrboro.org <mailto:dandrews@townofcarrboro.org>

INFORMATION: The Board of Aldermen authorized the Town to enter into a development agreement regarding the 203 South Greensboro Project with Orange County on December 4, 2017 for development of an approximately 65,000 square foot building, and associated parking improvements at the property to house an Orange County Southern Branch Library, Town offices to be owned and operated by the Town, and potentially other occupants at the Town's discretion.

The ArtsCenter owns property located at 300 East Main Street in Carrboro and operates from that location, but desires to possibly relocate its operations to newer space more suitable for its current and anticipated future operations. The Town and ArtsCenter have each determined that they may derive benefits for themselves and for the residents of the Town if they can cooperatively plan for incorporation into the 203 S. Greensboro Street site.

This Agreement will allow for the Town and ArtsCenter to establish terms pursuant to which they will cooperatively proceed with the planning, design, and construction of the property

Exhibits A & B are included in the packet, Exhibit C will be shared at a later date, after review by the ArtCenter.

FISCAL & STAFF IMPACT: Minimal costs estimated in association with authorization to execute the

agreement.

RECOMMENDATION: It is recommended that the Board of Aldermen consider the agenda materials and adoption of the resolution authorizing execution of the agreement (*Attachment A*).

A RESOLUTION AUTHORIZING THE TOWN MANAGER TO SIGN A DEVELOPMENT AGREEMENT REGARDING 203 SOUTH GREENSBORO STREET BY AND BETWEEN THE TOWN OF CARRBORO, NORTH CAROLINA AND THE ARTSCENTER

WHEREAS, the Town owns real property known as 203 South Greensboro Street (the "Property") in Carrboro and has entered into a Development Agreement (the "OC Development Agreement") with Orange County (the "County") dated December 4, 2017 for development of an approximately 65,000 square foot building and associated parking improvements at the Property to house (i) an Orange County Southern Branch Library to be owned and operated by the County, (ii) Town offices to be owned and operated by the Town, and (iii) potentially other occupants at the Town's discretion; and

WHEREAS, ArtsCenter owns property located at 300 East Main Street in Carrboro and operates from that location, but desires to relocate its operations to newer space more suitable for its current and anticipated future operations; and

WHEREAS, the Town and ArtsCenter have each determined that they may each derive benefits for themselves and for the residents of the Town if they can cooperatively plan for the incorporation of space in the facility to be constructed on the Property, to be designed for and owned and occupied by ArtsCenter; and

WHEREAS, the Town and ArtsCenter desire to establish terms pursuant to which they will cooperatively proceed with the planning, design and construction of the Property to incorporate space specifically designed to be owned and occupied by ArtsCenter; and

WHEREAS, the Town is authorized to enter into this contract pursuant to, *inter alia*, the North Carolina General Statutes ("*N.C.G.S.*") 160A-16, and the Town's Board of Aldermen has determined that it is in the best interests of their citizens to do so.

WHEREAS, the Board of Aldermen has reviewed a draft of the Development Agreement.

NOW, THEREFORE, BE IT RESOLVED that the Board of Aldermen of the Town of Carrboro hereby authorizes the Town Manager, David L. Andrews, to execute the Development Agreement with the ArtsCenter on the Board's behalf.

This the 10th day of April in the year 2018.

Attachment A

STATE OF NORTH CAROLINA
COUNTY OF ORANGE

DEVELOPMENT AGREEMENT REGARDING 203 SOUTH GREENSBORO STREET BY AND BETWEEN THE TOWN OF CARRBORO, NORTH CAROLINA AND THE ARTS CENTER

THIS DEVELOPMENT AGREEMENT (the "***Agreement***"), made and entered into this _____day of _____, 2018, by and between the **TOWN OF CARRBORO**, a North Carolina municipal corporation(hereafter referred to as the "***Town***"), and **The Arts Center,** a North Carolina not-for-profit corporation, with its principal office located at 300 East Main Street, Carrboro, NC (hereafter referred to as "ArtsCenter"). Collectively, the Town and ArtsCenter are sometimes referred to in this Agreement as the "Parties".

W I T N E S E T H:

WHEREAS, the Town owns real property known as 203 South Greensboro Street (the "Property") in Carrboro and has entered into a Development Agreement (the "OC Development Agreement") with Orange County (the "County") dated December 4, 2017 for development of an approximately 65,000 square foot building and associated parking improvements at the Property to house (i) an Orange County Southern Branch Library to be owned and operated by the County, (ii) Town offices to be owned and operated by the Town, and (iii) potentially other occupants at the Town's discretion; and

WHEREAS, ArtsCenter owns property located at 300 East Main Street in Carrboro and operates from that location, but desires to relocate its operations to newer space more suitable for its current and anticipated future operations; and

WHEREAS, the Town and ArtsCenter have each determined that they may each derive benefits for themselves and for the residents of the Town if they can cooperatively plan for the incorporation of approximately 10,000 square feet of gross floor area in the facility to be constructed on the Property, to be designed for and owned and occupied by ArtsCenter; and

WHEREAS, the Town and ArtsCenter desire to establish terms pursuant to which they will cooperatively proceed with the planning, design and construction of the Property to incorporate space specifically designed to be owned and occupied by ArtsCenter; and

WHEREAS, the Town is authorized to enter into this contract pursuant to, *inter alia*, the North Carolina General Statutes ("***N.C.G.S.***") 160A-16, and the Town's Board of Aldermen has determined that it is in the best interests of their citizens to do so.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Town and ArtsCenter intending to be legally bound do hereby agree as follows:

ARTICLE I
Definitions

"Agreement" shall have the meaning set forth in the preamble.

"County" means Orange County, North Carolina.

"Common Area" means portions of the Facilities constructed on the Property (but not the land itself) that are necessary for the Parties, the County and potentially others, to function as occupants of the space. Common areas include but are not limited to stairwells, emergency egress areas, building lobbies, elevator services, restroom facilities, and equipment rooms housing electric, mechanical and other building systems.

"Condominium" means the designation of portions of the Property for separate ownership and the remainder of which is designated for common ownership solely by the owners of those portions, consistent with Chapter 47C of the North Carolina General Statutes.

"Condominium documents" means the declaration of covenants and restrictions governing the condominiums proposed for the Property, including the description and delegation of rights and obligations of the Town, the County and any other potential condominium owner regarding access to and use of parking spaces, common areas and other common elements described in such documents. These documents also include the organizational and operating documents that will guide the condominium association regarding the operation, maintenance, and other business associated with the Property.

"Development" means the planning, design and construction of the Facility on the Property.

"Development Permit" means a building permit, zoning permit, subdivision approval, special or conditional use permit, variance, or any other official action of Local Government having the effect of permitting the development of the Property.

"Development Standards" means the standards for Development set forth in the Town's Land Use Ordinance.

"Facility" or "Facilities" shall have the meaning set forth in the recitals.

"Governing Body" means, with respect to the Town, the Board of Aldermen.

"Gross floor area" as used in this Agreement means the area of space within the building to be constructed at the Property occupied by the Town, ArtsCenter and Orange County, plus the proportional share of Common Areas attributable to each party (i.e., Common Areas shall be apportioned between the parties in proportion to the amount of "gross floor area" each occupies in the building). The proportion of "gross floor area" occupied by each party shall be finally calculated upon completion of the construction

plans for the building and parking deck to be constructed on or near the Property, and a written schedule signed by each party shall be attached to this Agreement as an Addendum at that time.

"Land Development Regulations" means the Town's Land Use Ordinance ("LUO") and/or those ordinances and regulations enacted by the Town for the regulation of any aspect of development and includes zoning, subdivision, or any other land development ordinances.

"Laws" means all ordinances, resolutions, regulations, comprehensive plans, land development regulations, policies, and rules adopted by the Town affecting the development of the Property, and includes laws governing permitted uses of the property, density, design, and improvements.

"Local Government" shall mean the Town of Carrboro, North Carolina.

"N.C.G.S." means the North Carolina General Statutes.

"NCDOT" means the North Carolina Department of Transportation

"Project" means the planning, design and construction of an approximately 65,000 gross square foot building, site improvements, and associated parking spaces and/or structure with adequate capacity for the Project at the Property and/or in reasonable proximity thereto. Project characteristics will include sustainable design and operation elements. It is anticipated that upon completion of construction, the parties will execute such instruments as may be necessary to convert to a condominium form of ownership of the gross floor area they each occupy, to be governed by covenants adopted by mutual agreement of the Town, ArtsCenter, Orange County, and any other potential condominium unit owner.

"Public facilities" means the major capital improvements, including, but not limited to, transportation, sanitary sewer, solid waste, drainage, potable water, educational, parks and recreational, and health systems and facilities.

"Schematic Design Acceptance" means the point in time defined by the mutual acceptance of the Town, Orange County and ArtsCenter of the final Schematic Design offered by the Designer of the Project.

"Shared Areas" are areas exclusive to a condominium owner that may be reasonably offered for use by other Parties according to a mutual agreement.

"Town" means the Town of Carrboro, North Carolina.

"Upfit costs" means the cost of interior finishes of space in the building to be constructed on the Property such as, but not necessarily limited to, floor finishes and carpets, wall treatments, electric outlets and fixtures, plumbing fixtures, and furnishings.

ARTICLE II
Description Of Development Agreement

A. ***Legal Description; Property Owner.*** The Town owns the Property. A map and the legal description of the Property is contained in Exhibit A. It is contemplated by the Parties that upon completion of construction of the building proposed for the Property, ArtsCenter will acquire a condominium interest in approximately 10,000 square feet of gross floor area it will design and occupy in the building. The Town and ArtsCenter understand and agree that the Town and the County have entered into a Development Agreement pursuant to which the County will own and occupy the first (ground) floor of the building (except for common areas) to be constructed on the property for use as the Orange County Southern Branch Library, and that the Town will own and occupy one or more upper floors of the building (except for common areas) for its use.

B. ***Permitted Uses.*** The uses permitted on the Property, including population densities and building types, intensities, placement on the Site and design, are controlled by the applicable zoning designation for the Properties under the Town's Land Use Ordinance ("*LUO*").

C. ***Public Facilities.*** The following public facilities will service the Development:

1. ***Off-Site Infrastructure***: The Properties are served by public water and sanitary sewer (Orange Water and Sewer Authority). The Properties are also served by public roads under NCDOT jurisdiction and Town jurisdiction, and by storm water services administered by the Town.

2. ***On-Site Infrastructure:*** ArtsCenter shall cooperate with the Town and the County with respect to the design of the Facilities, including the planning and development of any onsite infrastructure necessary for the construction, use and operation of the Facilities at the Property in accordance with the terms of this Agreement.

D. ***Development Standards***. The Project shall be subject to the Town's policies and procedures regarding standards of development, as set forth in the Town's Land Use Ordinance.

ARTICLE III
Parties' Responsibilities

A. The Parties agree to negotiate and enter into such other agreements as may be necessary or appropriate to facilitate the financing and construction of the Project. The Parties intend that upon substantial completion of construction, they may convert ownership of the Facilities to be constructed on the Property pursuant to this Agreement, or portions thereof, to a condominium form of ownership to be governed by mutually agreed upon covenants.

B. The Town, in accordance with applicable laws pertaining to public construction projects, will select a designer for the Project. The Town and ArtsCenter will work together with the selected designer to prepare the necessary local government permit application(s) for the Project. The design of the Facilities shall be mutually agreed upon by the Parties and the County. The Town, the County and ArtsCenter will bear the costs for the preparation of schematic design drawings in accordance with Article IV.A of this Agreement.

C. The Town, as Owner of the Property, will be primarily responsible for procuring all necessary development approvals for the Project. ArtsCenter will support the Town's efforts to secure the necessary permits.

D. Provided the Town approves and issues all necessary development permits for the Project, the Town, the County and ArtsCenter will work together with the selected design professional(s) to complete construction drawings for the Project.

E. The Town, in accordance with applicable laws pertaining to public construction projects, will enter into contract(s) for development of the construction documents for the Project.

F. Intentionally omitted.

G. Upon approval of the construction documents and issuance of the necessary permits (the "Building Permit(s)"), the Town will at a time reasonably agreed between the Parties begin construction of the Project.

H. The Parties will finance their respective shares of the Project costs as set forth in Exhibit C – Elements of Value. The Town will arrange for construction financing of its proportional share of the Project costs (based on Exhibit C), subject to Local Government Commission approval of the financing plan. ArtsCenter shall arrange for financing of its proportionate share of the Project costs in such a manner as it may determine, provided that ArtsCenter shall provide the Town with written confirmation, satisfactory to the Town, of ArtsCenter's ability to finance its proportionate share within thirty (30) days of completion of the schematic design for the Project and, upon its failure to do so, this Agreement may be declared by the Town to be null and void, in the Town's sole discretion. The Town shall be responsible for design and construction administration pursuant to an agreement among the Parties and the County allocating costs of such administration.

I. The Town will contract with professionals for the construction of the Project, using a legally permitted construction delivery method. Upon completion, the Facilities, including the Building and any associated structured parking, shall be subject to a condominium declaration with terms mutually agreed upon by the Town, the County and ArtsCenter, pursuant to which ArtsCenter will acquire a fee simple condominium interest in the assigned parking areas and in the space constructed for ArtsCenter as part of the Project.

J. The Town will enter into a construction contract for the work.

K. The Parties agree that the Town shall have the right in its sole discretion to lease, or subdivide and convey title to, those portions of the Property and any improvements thereon which are not conveyed to the ArtsCenter, to third parties, provided that any such third party shall not use any portion of the Property in a way which competes with ArtsCenter's programming and use of the Property. The Town shall provider ArtsCenter with advance written notice of the Town's intent to lease, subdivide, and/or convey an interest in a portion of the Property to a third party and ArtsCenter shall have ten (10) days from the date of such notice to submit a written objection to the Town.

L. As contemplated by this Agreement and the OC Development Agreement, upon completion of construction the building and associated parking facility shall be converted to condominium ownership, with the Town, the County and ArtsCenter (and potentially others) each owning condominium interests in building space and associated parking spaces. This includes parking spaces in any constructed parking structure and ground spaces. As part of the condominium arrangement, the parties will also have an undivided interest in the Common Areas designated on the final plans, and which Common Areas will be subject to the rules, rights and responsibilities established in the condominium documents. The parties agree that the conversion of spaces in the parking deck to condominium ownership will include in the condominium documents language establishing appropriate easements for ingress, egress and access to and between the public right of way and all parking spaces and establishing rules and regulations concerning use, management and maintenance of parking spaces. The parties understand and agree that the Town will police and enforce all parking rules and regulations for the Facility. Each party shall be responsible for managing their condominium units unless the parties mutually agree otherwise in writing.

ARTICLE IV
Allocation Of Project Costs

The Parties shall share in the costs of the Project as follows:

A. Pre-development costs, site improvement costs, building design and construction costs, financing costs, and contingency costs shall be shared by the parties in accordance with the Elements of Value attached as Exhibit C to this Agreement. The parties recognize and agree that some of these Values and the corresponding level of proportionality may not be finally established until after the majority of the design work is completed (and after this Agreement is executed). The parties acknowledge that Exhibit C represents their general understanding of the cost sharing; however, the parties agree to negotiate in good faith the fair and equitable share of all costs associated with this project as soon as possible after the Schematic Design work is completed. If the parties are unable to come to an agreement within

forty five (45) days after the Schematic Design Acceptance date (such date of completion to be established by written notice to the parties from the design professional) then either party may terminate this agreement by providing ten (10) days advance written notice to the other party of its intention to terminate this agreement. Upon such termination, each party shall be responsible for all costs it has incurred in connection with this project through the date of termination.

B. The parties will each be responsible for their own legal and financing expenses incurred in relation to the Project, and all upfit costs for the space they will occupy in the building.

ARTICLE V
Term And Termination

This Agreement shall be effective upon the full execution by the Parties and shall continue until completion of the Project and conveyance of condominium units unless earlier terminated as provided herein.

This Agreement may be terminated: (i) at any time by either party within forty five (45) days after the design professional has confirmed to the parties in writing that the Schematic Design for the building and associated parking facility is substantially completed should the parties fail to reach an agreement on cost allocation as set forth in Article IV.A above, (ii) at any other time by mutual agreement of the Parties; or (iii) by the Town, upon the material breach by ArtsCenter of any provision contained herein which material breach remains uncured after the Town delivers thirty (30) days written notice of said material breach to ArtsCenter, or (iv) by ArtsCenter, upon the material breach by the Town of any provision contained herein which material breach remains uncured by the Town after ArtsCenter delivers thirty (30) days written notice of said material breach to the Town.

ARTICLE VI
Conditions Precedent And Contingencies

The Parties understand and agree that there are a number of conditions precedent and contingencies that will impact their ability to enter into the Contracts for the Project. At a minimum, the Parties understand and agree that the following must be resolved to the Town's and ArtsCenter's satisfaction:

A. The Town obtaining all Permits, including zoning, conditional/special use permits, variances, subdivision plats, approvals, permits, easements and licenses for the Project and the Town grants all necessary Permits which allow for the proposed use of the Properties.

B. The Town secures all necessary approvals from its governing Board or Manager as delegated by the Board to proceed with the Project at mutually agreed, predefined points during the project (for example: sizing and elements of exclusive, shared, and common area spaces, the selection of Designer, schematic design, construction method, etc.)

C. The Town and ArtsCenter are able to procure suitable financing for their respective components of the Project. The parties contemplate that upon completion of construction, the parties may divide the Facilities, or parts thereof, into condominium units to be owned by the Town, the County and ArtsCenter, respectively. The parties acknowledge that these contemplated financing agreements and transactions may be altered by mutual agreement of the Parties and are or may be subject to approval of the North Carolina Treasurer, Local Government Commission.

D. The negotiation and completion of agreements and documents guiding the selection of designers and contractors, the timelines for the completion of various aspects of the design work, the methods and scheduling input, and other specific design and construction coordination necessary to ensure the successful completion of the Project.

E. The negotiation and execution of this Agreement under which the Parties shall have the right to construct the improvements on the Property subject to the Parties' obligation to subject all improvements constructed on the Property to a condominium.

F. Confirmation that adequate utilities services suitable for the proposed uses to be included on the Properties are available for connection within a reasonable distance from the Property.

G. All governmental and other third party consents and approvals shall be obtained; there shall be no significant pending or threatened litigation materially adversely affecting the Property.

H. The Parties under this Agreement (prior to the completion of construction) and as condominium unit owners (following the completion of construction) agree to contribute pro rata to the common area maintenance and insurance provided by the Town and/or by any condominium owners association to be formed by the Parties, for the Project including a reasonable pro-rata contribution for maintenance of the sidewalks and other shared amenities at the Property.

I. Consistent with the scope of each Party's responsibilities hereunder, all necessary and appropriate construction and crane easements will be secured by the Town from all adjacent landowners.

ARTICLE VII
Representations And Warranties

The Town and ArtsCenter each represent to the other to the best of their respective knowledge:

A. The Town and ArtsCenter have all requisite power and authority to execute this Agreement, and any other instruments required to be delivered by the Town or ArtsCenter hereunder.

B. The Town's and ArtsCenter's entry into this Agreement will not violate any private restriction or agreement or, to the best of the parties' knowledge without investigation or inquiry, any applicable statute, ordinance, governmental restriction or regulation.

C. During the term of this Agreement, the Town will not execute or create any lease, contract, option, easement, covenant, condition, restriction, lien or encumbrance with respect to the Property or any portion thereof without the written consent of the ArtsCenter unless the same is terminable upon no more than sixty (60) days written notice, or otherwise may be cleared on or before any Closing or Lease Commencement Date that may be contemplated in any Contract that may be entered into between the Town and ArtsCenter.

D. There is no pending or threatened action, litigation, bankruptcy, condemnation, or other proceeding of any kind pending against the Town which materially adversely affects the Property.

E. No broker, finder or other intermediary is involved in the transaction contemplated by this Agreement, and that no brokerage fee or commission is due and payable by the Town or ArtsCenter upon any lease or conveyance of the Property.

F. The Town has not received written notice of any violations of any laws, ordinances or similar rules and regulations relating and/or applicable to the ownership, use and operation of the Property as now operated, and/or other licenses or permits, which remain uncured.

G. No assessments or special assessments for public improvements or otherwise have been levied or are now affecting the Property.

H. To the best of the Town's and ArtsCenter's present knowledge, the Property is not within an area determined to be flood-prone under the Federal Flood Protection Act of 1973.

ARTICLE VIII
Remedies And Dispute Resolution

A. Concerning Remedies. The exercise of a particular remedy does not preclude the exercise of any or all other available remedies herein except as provided herein. No delay in the exercise of a remedy shall constitute a waiver of that remedy. Nothing in this Agreement is intended to relieve a party from its common law duty to mitigate damages.

B. Disputes. The parties shall attempt in good faith to resolve any dispute, controversy or claim arising out of this Agreement between them by negotiations by those representatives of the Town and ArtsCenter who have authority to act and who will promptly meet for negotiations to attempt to settle the dispute.

ARTICLE IX
Miscellaneous

A. Assignment. The rights under this Agreement may not be transferred and assigned except with the written consent of the non-assigning Party.

B. Fees and Expenses. Except as may be specifically provided in this Agreement, each Party will be responsible for his or its own legal fees and expenses incurred in connection with the transactions contemplated by this Agreement.

C. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina. Any dispute regarding this Agreement shall be filed in a court of competent jurisdiction located in Orange County, NC.

D. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same document. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy.

E. Amendment. This Agreement shall not be amended except by a written instrument executed by both the Town and ArtsCenter.

F. No Third Party Beneficiaries. Nothing contained in this Agreement shall be deemed to create a contractual relationship with, or a cause of action in favor of, any third party against the Town or ArtsCenter.

G. Entire Agreement, Amendment; Construction. This Agreement, together with the Exhibits attached hereto and all other agreements referred to herein or relating to the subject matter hereof, contains the entire agreement between the parties as to the subject matter referenced herein, and supersedes all prior agreements, understandings or undertakings (whether oral, written, electronic or otherwise) between the parties with respect to the subject matter hereof. No amendment may be made to this Agreement except with the prior written consent of all parties hereto. The section titles and headings herein are for convenience of reference only and do not define, modify or limit any of the terms and provisions hereof. Article, Section and Exhibit references herein are to Articles, Sections and Exhibits of this Agreement unless otherwise noted. The use of words “include” or “including” in this Agreement shall be by way of example rather than by limitation. The use of the words “or,” “either” or “any” shall not be exclusive.

H. Representations and Warranties of the Parties. Each of the parties, and each person executing this Agreement on behalf thereof, represent and warrant, as applicable, that (1) such party or person has the full power and authority to enter into this Agreement and the agreements or instruments referred to herein, to execute them on behalf of the party indicated on the signature page thereof, and to perform the obligations hereunder and thereunder, (2) such party is acting on its own behalf and on behalf of its members, successors and assigns, (3) this Agreement and the other agreements referenced herein are the valid and binding obligations of such party, enforceable against it in accordance with their terms, (4) entering into this Agreement and the other agreements referenced herein does not conflict with any other agreements entered into by either party, and (5) the execution, delivery and performance of this Agreement has been duly and validly authorized by all necessary corporate or governmental action on its part.

I. Exhibit List. The following exhibits are hereby incorporated by reference:

EXHIBIT A:	Map Denoting Site, Legal Description of Site, Legal and Equitable Owners
EXHIBIT B	Sustainable Design and Operations Elements Guidelines
EXHIBIT C	Elements of Value

[signatures contained on next page]

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

TOWN OF CARRBORO

(*Town Seal*) BY: _____
David Andrews, Town Manager

ATTEST:

_____
Catherine Dorando, Town Clerk

This document is sufficient as to form.

_____
Town Attorney

This instrument has been pre-audited in the manner proscribed by the Local Government Finance Act.

_____
Finance Director

ARTSCENTER

(*County Seal*)

BY: _____
_____(name), _____(title)

ATTEST:

_____

_____County, North Carolina

I, a Notary Public of the County and State aforesaid, certify that _____ personally came before me this day and acknowledged that she is the Town Clerk/Deputy Town Clerk of the Town of Carrboro, and that the seal affixed to the foregoing instrument in writing is the corporate seal of said Town, and that said writing was signed and sealed by her in behalf of said corporation by its authority duly given and the said person acknowledged this writing to be the act a deed of said corporation.

WITNESS my hand and official stamp (or seal), this the ___ day of _____, 2018.

_____

(S E A L) Notary Public
My Commission Expires: _____

****

_____ County, North Carolina

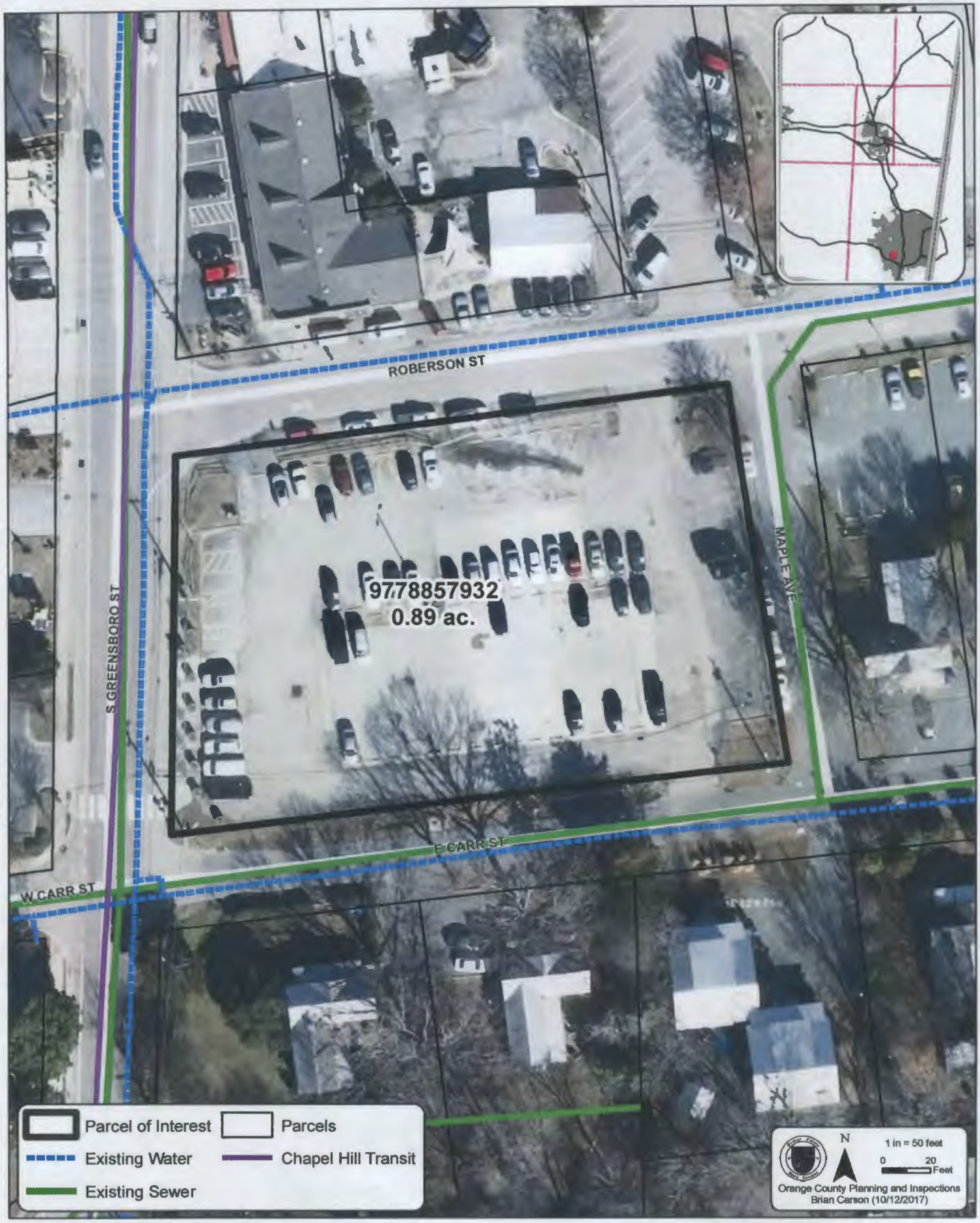
I, a Notary Public of the County and State aforesaid, certify that _____ personally came before me this day and acknowledged that he/she is the _____ of ArtsCenter, and that the seal affixed to the foregoing instrument in writing is the corporate seal of ArtsCenter, and that said writing was signed and sealed by his/her in behalf of said corporation by its authority duly given and the said person acknowledged this writing to be the act a deed of said corporation.

WITNESS my hand and official stamp (or seal), this the ___ day of _____, 2018.

_____

Notary Public
(S E A L) My Commission Expires: _____

Exhibit A - 203 S. Greensboro St.



1/1

20130410000085470 1/4

20130410000085470 DEED
Bk:RB5582 Pg:486
04/10/2013 10 41:55 AM 1/4

FILED Deborah B. Brooks
Register of Deeds, Orange Co,NC
Recording Fee: $26.00
NC Real Estate TX. $1200.00

Prepared by: Ellis & Winters LLP (DLH), 1100 Crescent Green Drive, Suite 200, Cary, NC 27518
Return to: Grantee

Brief Description for the Index | 203 S. Greensboro Street

STATE OF NORTH CAROLINA)
)
ORANGE COUNTY)

SPECIAL WARRANTY DEED

Excise Tax: $1,200.00
Pin(s): 9778-85-7932

THIS DEED made this 10th day of April, 2013, by and between

GRANTOR	GRANTEE
SunTrust Bank,	**The Town of Carrboro,**
a Georgia banking corporation whose mailing address is: 303 Peachtree Street, N.E., 36th Floor Atlanta, GA 30308	a North Carolina municipal corporation whose mailing address is: 301 W. Main Street, Carrboro, NC 27510

Enter in appropriate block for each party: name, address, and, if appropriate, character of entity, e.g. corporation or partnership.

The designation Grantor and Grantee, as used herein, shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that Grantor, for and in consideration of the sum of Ten and No/100 Dollars ($10.00) and other good and valuable consideration in hand paid at and before the delivery of these presents, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold, transferred, conveyed and confirmed and by these presents does grant, bargain, sell, and convey unto the Grantee in fee simple, all that certain tract or parcel of land lying and being in Orange County, North Carolina, being more particularly described on

#931146

EXHIBIT A (the "Property") attached hereto and incorporated herein by reference.

The Property hereinabove described was acquired by Grantor by instrument recorded in Book 5517, Page 541, Orange County Registry.

The Property herein conveyed does not include the primary residence of Grantor.

TO HAVE AND TO HOLD the aforesaid Property and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And Grantor covenants with Grantee, that Grantor has done nothing to title to impair such title as Grantor received, and Grantor will warrant and defend the title against the lawful claims of all persons claiming by, under or through Grantor, except for the exceptions hereinafter stated.

Title to the Property is subject to the following exceptions: (i) the lien of real estate taxes, taxes imposed by special assessment and water, sewer, vault, public space and other public charges which are not yet due and payable, (ii) all applicable laws (including zoning, building ordinances and land use regulations), (iii) all easements, restrictions, covenants, agreements, conditions, and other matters of record, and (iv) all matters that may be revealed by a current and accurate survey or inspection of the Property.

Grantor makes no warranty or representation as to the condition of the Property or any improvements thereon, including without limitation, any latent or environmental defects in the Property or in any improvements thereon and the serviceability or fitness for a particular purpose of the Property or any improvements thereon, and Grantee accepts the Property and any improvements thereon "AS IS" without recourse against Grantor.

[*Signature page follows.*]

2013041000085470
R85582 488 374

IN WITNESS WHEREOF, Grantor has caused this instrument to be signed in its name and delivered as of the date indicated on the first page of this Deed.

GRANTOR:

SunTrust Bank,
a Georgia banking corporation

By: _____

Name: Erica S. Henning

Title: Vice President

Wake County, North Carolina

I certify that the following person personally appeared before me this day and acknowledged to me that she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Erica S. Henning.

Date: 4/5/2013

My Commission Expires:

8/31/2014

[Affix Notary Stamp or Seal]

John Flynt
Notary Public
Wake County
North Carolina
My Commission Expires 8/31/2014

_____
Notary Public
Print Name: John Flynt

#931146

EXHIBIT A
(to Special Warranty Deed)

Legal Description of Property

All of that property consisting of 0.883 acres, surveyed as "Fakhoury Property" per Recombination Map of Fakhoury Property" surveyed by Kenneth Close, Inc. recorded in Book of Maps 94, Page 24, Orange County Registry, formerly identified as Tract 1 and Tract 2, now combined.

New Parcel # 9778-85-7932 from old Parcel #s 9778-85-5886 and 9778-85-6892

CERTIFICATE FOR EXCEPT SUBDIVISION

THIS PLAT IS EXCEPT FROM THE TOWN OF CARRBORO'S SUBDIVISION REGULATIONS AND DOES NOT REQUIRE BOARD APPROVAL

ROY WILLOUGHBY, PLANNING DIRECTOR — DATE 4/19/04

FILED
BOOK/FILE 94 PAGE NO. 24
2004 APR 20 A D 03
JOYCE H. PEARSON
REGISTER OF DEEDS
ORANGE CO., N.C.

VICINITY MAP — NO SCALE

CERTIFICATE OF OWNERSHIP

I HEREBY CERTIFY THAT I AM THE OWNER OF THE PROPERTY DESCRIBED HEREON, WHICH PROPERTY IS LOCATED WITHIN THE PLANNING JURISDICTION OF THE TOWN OF CARRBORO AND THAT I FREELY ADOPT THE INFORMATION HEREON.

OWNER — DATE 04/05/04

NORTH CAROLINA
ORANGE COUNTY

I, Mark E. Wood, A NOTARY PUBLIC FOR SAID COUNTY AND STATE, DO HEREBY CERTIFY THAT Alan H. Fakhoury - Partner

PERSONALLY APPEARED BEFORE ME THIS DAY AND ACKNOWLEDGED THE DUE EXECUTION OF THE FOREGOING INSTRUMENT.

WITNESS MY HAND AND OFFICIAL SEAL, THIS THE 8th DAY OF April, 2003.

Mark E. Wood — NOTARY PUBLIC

MY COMMISSION EXPIRES 5-11 20 03

MARK E. WOOD NOTARY PUBLIC ORANGE COUNTY, N.C.

- ☐ a. THIS SURVEY CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.
- ☐ b. THIS SURVEY IS LOCATED IN SUCH PORTION OF A COUNTY OR MUNICIPALITY THAT IS UNREGULATED AS TO AN ORDINANCE THAT REGULATES PARCELS OF LAND.
- ☐ c. THIS SURVEY IS OF AN EXISTING PARCEL OR PARCELS OF LAND.
- ☒ d. THIS SURVEY IS OF ANOTHER CATEGORY, SUCH AS THE RECOMBINATION OF EXISTING PARCELS, A COURT-ORDERED SURVEY, OR OTHER EXCEPTION TO THE DEFINITION OF SUBDIVISION.
- ☐ e. THE INFORMATION AVAILABLE TO THE SURVEYOR IS SUCH THAT THE SURVEYOR IS UNABLE TO MAKE A DETERMINATION TO THE BEST OF HIS OR HER PROFESSIONAL ABILITY AS TO PROVISIONS CONTAINED IN (a) THROUGH (d) ABOVE.

Stuart E. Plant III — PROFESSIONAL LAND SURVEYOR — DATE 3-29-04

NOTE:
THE SURVEYOR RELIES UPON THE CITY AND/OR COUNTY FOR APPROVAL OF ALL APPLICABLE ORDINANCES AND HAS MADE NO INVESTIGATION OF THE ORDINANCES.

NORTH CAROLINA
WAKE COUNTY

I, STUART E. PLANT, A CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (OR OTHER DOCUMENTATION AS NOTED) THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN BOOK ____ PAGE ____; THAT THE RATIO OF PRECISION AS CALCULATED IS 1:10,000+; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS 29th DAY OF MARCH A.D., 2004.

Stuart E. Plant III — LAND SURVEYOR
REGISTRATION No. L-4432

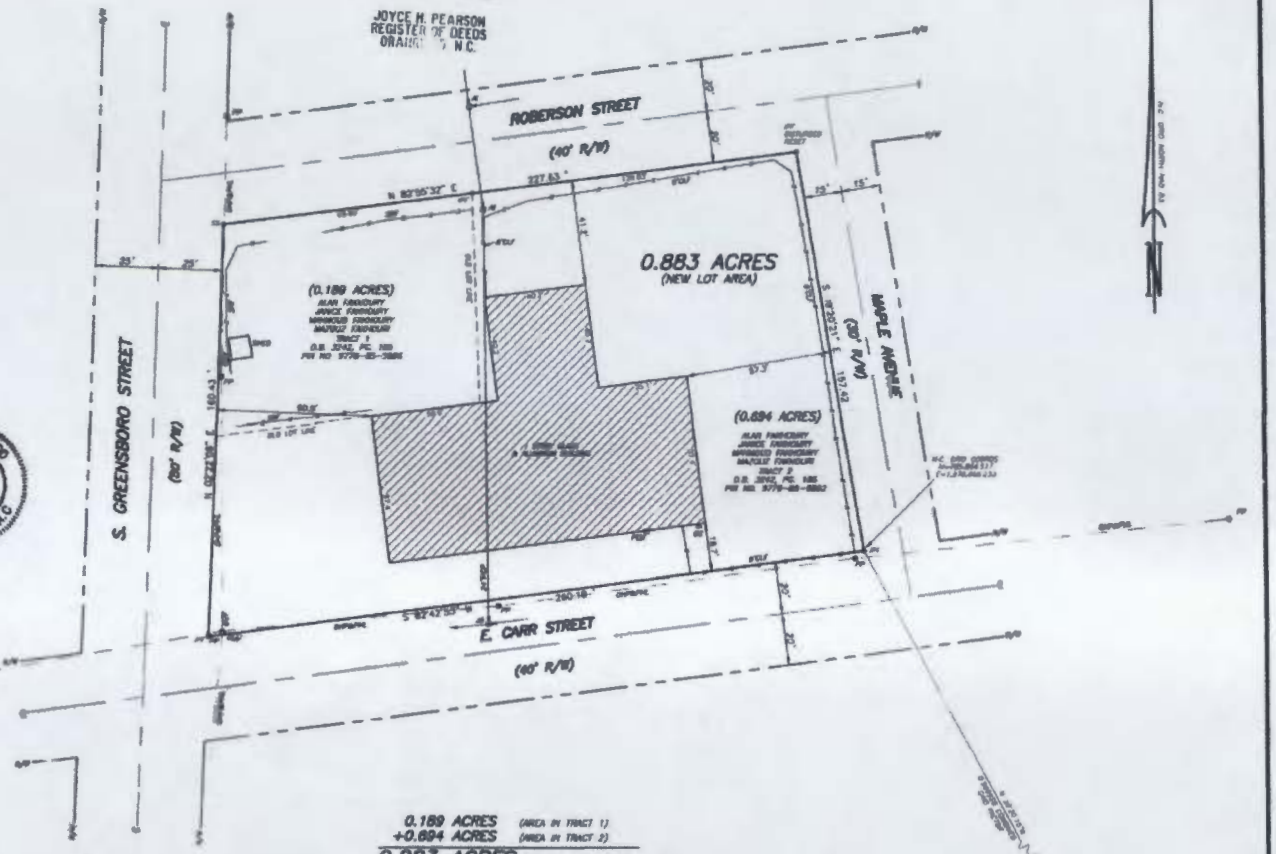
NORTH CAROLINA PROFESSIONAL SEAL L-4432 LAND SURVEYOR STUART E. PLANT III

STATE OF NORTH CAROLINA
COUNTY OF _____

I, _____, REVIEW OFFICER OF _____ COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

REVIEW OFFICER — DATE

RECORDED IN BOOK OF MAPS 94 PAGE 24



0.189 ACRES (AREA IN TRACT 1)
+0.694 ACRES (AREA IN TRACT 2)
0.883 ACRES (NEW LOT AREA TOTAL)

OWNERS
ALAN FAKHOURY
JANICE FAKHOURY
6321 HOMETOWN DR
RALEIGH, NC 27615
MAHMOUD FAKHOURY
5628 LAMPSHIRE DR
RALEIGH, NC 27617
MAZOUZ FAKHOURY
1317 LATROS LN
RALEIGH, NC 27613

State of North Carolina
County of Orange

I, Donald V. Robinson, Review Officer of Orange County, certify that the map or plat to which this certification is affixed meets all statutory requirements for recording for which the Review Officer has responsibility as provided by law.

Donald V. Robinson
Review Officer
Orange County Land Records/GIS

Date of Certification: 04-20-04

LEGEND
(PF)–IRON PIPE FOUND
(SS)–SPIKE SET
(PP)–POWER POLE
(OHW)–OVERHEAD POWER LINES
(IN)–AREA INLET
(JB)–JUNCTION BOX
(PBX)–PHONE BOX
(GC)–GAS CONNECTION
(IPS)–IRON PIPE SET
(RCP)–REINFORCED CONCRETE PIPE
(SRF)–SPLIT RAIL FENCE
(CLF)–CHAIN LINK FENCE

NOTES:
1. RIGHT OF WAY INFORMATION PROVIDED BY TOWN OF CARRBORO PLANNING DEPARTMENT.

NOTE:
DISTANCES WERE DETERMINED BY THE COMPASS METHOD. THE DISTANCES ON THE MAP ARE MEASURED HORIZONTAL GROUND DISTANCES UNLESS NOTED OTHERWISE. ALL AREA CALCULATED BY COORDINATE GEOMETRY.

30' 15' 0' 30' 60' 90'
SCALE IN FEET

REVISIONS	RECOMBINATION MAP OF FAKHOURY PROPERTY	KENNETH CLOSE, INC. Land Surveying 970 TRINITY ROAD – RALEIGH, NC 27607 PHONE: (919)851-2344 FAX: (919)851-5201
	TOWNSHIP: CHAPEL HILL — COUNTY: ORANGE	SURVEY DATE: 11-19-03 — SURVEYED BY: AR
	STATE: NORTH CAROLINA — Block 9778-85-7832 2.44 D.1	SCALE: 1" = 30' — DRAWN BY: SEP
	ZONE: B1G — P.I.N.: 9778-85-3886 & 9778-85-6892	CHECKED & CLOSURE BY: SEP/MG

16 X

Exhibit B – Sustainable Design and Operations Elements Guidelines

The Development Agreement recognizes the goals of Orange County and the Town of Carrboro to be guided by design and operations elements of the High Performance Building Standards developed by the Triangle J Council of Governments ("TJCOG") in 2001. Orange County adopted this standard as part of its Space Development criteria in 2005.

These High Performance Building Standards were initially developed by a task force led by TJCOG, including representatives from Orange County, and design professionals within the Triangle Area. These published guidelines have been nationally recognized and formed the basis for the Leadership in Energy and Environmental Design ("LEED") version II, established by the United States Green Building Council ("USGBC"). The standards are recognized for their innovation and quality of results related to sustainable, energy efficient, and resilient building outcomes.

Orange County and Carrboro recognize the current initiative to update these guidelines consistent with current benchmarks and advances in design and building science. Sustainable design, construction and operations methods will be evident within the design and build process and will be explicitly communicated throughout the development process.

Town of Carrboro

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

Agenda Item Abstract

File Number:17-494

Agenda Date: 4/17/2018 **File Type:**Agendas

In Control: Board of Aldermen

Version: 1

TITLE:
Discussion and Requests to Set Public Hearings for Voluntary Annexation and Conditional Rezoning at 905 & 921 Homestead Road

PURPOSE: The purpose of this item is for the Board to consider again requests to set public hearings on voluntary annexation and rezoning of property at 905 and 921 Homestead Road. The Board must receive public comment before considering these petitions. Resolutions setting public hearings are provided for the Board's use.

DEPARTMENT: Planning

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

INFORMATION: The Board considered a request to set two public hearings for voluntary annexation and rezoning from Parker Louis, LLC, related to two parcels, 905 and 921 Homestead Road on March 20, 2018 and, after discussion, instructed staff to meet with the applicants regarding options for modifying the illustrative site plan for the rezoning, particularly the proposed street alignment in relation to a large oak tree. Staff met with Parker Louis, LLC (Adam and Omar Zinn) on April 4th, and the Zinns expressed their interest in continuing with the current design for the purposes of setting the public hearing.

The rezoning petition seeks to amend the zoning map for the two parcels, located along the south side of Homestead Road from R-15 to R-10-Conditional (R-10-CZ) for the purpose of developing a twenty-lot Architecturally Integrated Subdivision (AIS). Totaling just under 4.8 acres combined, the parcels are shown on the attached vicinity map (*Attachment B*) and may be more specifically identified as Orange County PINs #9779-27-6322 and #9779-27-8209. Should the Board approve the rezoning, the Zinns would follow with an application for a Conditional Use Permit.

Materials submitted by the applicant *(Attachments C, D, and G)* include the formal petition for voluntary annexation, petition for change of zoning and answers to the four-part question seven, a short narrative of the project, and a conceptual site plan. Draft conditions are provided as *(Attachment E)*, and it is anticipated that these may be further refined during advisory board review and the public hearing process.

The Board of Aldermen must receive public comment before taking action on a petition for voluntary annexation *(Attachment G)* and before adopting map amendments to the Land Use Ordinance. Planning Board

review of the map amendment is also needed. Section 15-141.4 of the Land Use Ordinance, Conditional Zoning Districts, describes the procedure for the Board to consider a conditional rezoning and Section 15-322 describes the role of the Planning Board and other advisory boards in the review of rezonings *(Attachment F)*.

The process for considering the petitions would be to hold both public hearings sequentially on the same night. The Board would open the hearing for the annexation first, followed by the rezoning.

FISCAL & STAFF IMPACT: The petitioner has submitted materials and fees, where applicable, for reviewing and processing these requests, including envelopes for mailed notice. Staff time will be necessary for public notice and agenda preparation for the public hearings.

RECOMMENDATION: Staff recommends that the Board of Aldermen consider the attached resolution *(Attachment A-1)* setting a public hearing on May 22, 2018 on the voluntary annexation petition and the attached resolution (*Attachment A-2*) setting a public hearing on May 22, 2018 on the map amendment and referring the petition for change of zoning to the Planning Board and other advisory boards as appropriate.

ATTACHMENT A-1

A RESOLUTION CALLING A PUBLIC HEARING ON CONSIDERATION OF A PETITION FOR VOLUNTARY ANNEXATION OF PROPERTIES

WHEREAS, a petition for the voluntary annexation of the properties listed below has been submitted to the Town; and

1) 905 Homestead Road PIN 9779276322
2) 921 Homestead Road PIN 9779278209

WHEREAS, the Board of Aldermen must hold a public hearing to consider this request.

NOW, THEREFORE BE IT RESOLVED by the Carrboro Board of Aldermen that the Aldermen call a public hearing on Tuesday, May 22, 2018 to receive public comments and to consider the petition for voluntary annexation of these properties.

This the 17th day of April in the year 2018.

ATTACHMENT A-2

A RESOLUTION CALLING A PUBLIC HEARING ON THE PROPOSED CONDITIONAL DISTRICT REZONING AT 905 & 921 HOMESTEAD ROAD

WHEREAS, the Carrboro Board of Aldermen seeks to provide ample opportunities for the public to comment on proposed projects; and

WHEREAS, an application has been received for a Conditional District Rezoning for the property located along Homestead Road, known as 905 and 921 Homestead Road; and

WHEREAS, the application includes a petition to rezone two properties that may be identified by Orange County PIN Numbers (#9779-27-8209 and #9779-27-6322) from R-15 to R-10, Conditional.

NOW, THEREFORE BE IT RESOLVED by the Carrboro Board of Aldermen that the Aldermen call a public hearing on May 22, 2018 to discuss the rezoning petition.

BE IT FURTHER RESOLVED that the rezoning petition is referred to 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

☒ Transportation Advisory Board

☒ Environmental Advisory Board

☐ Economic Sustainability Commission

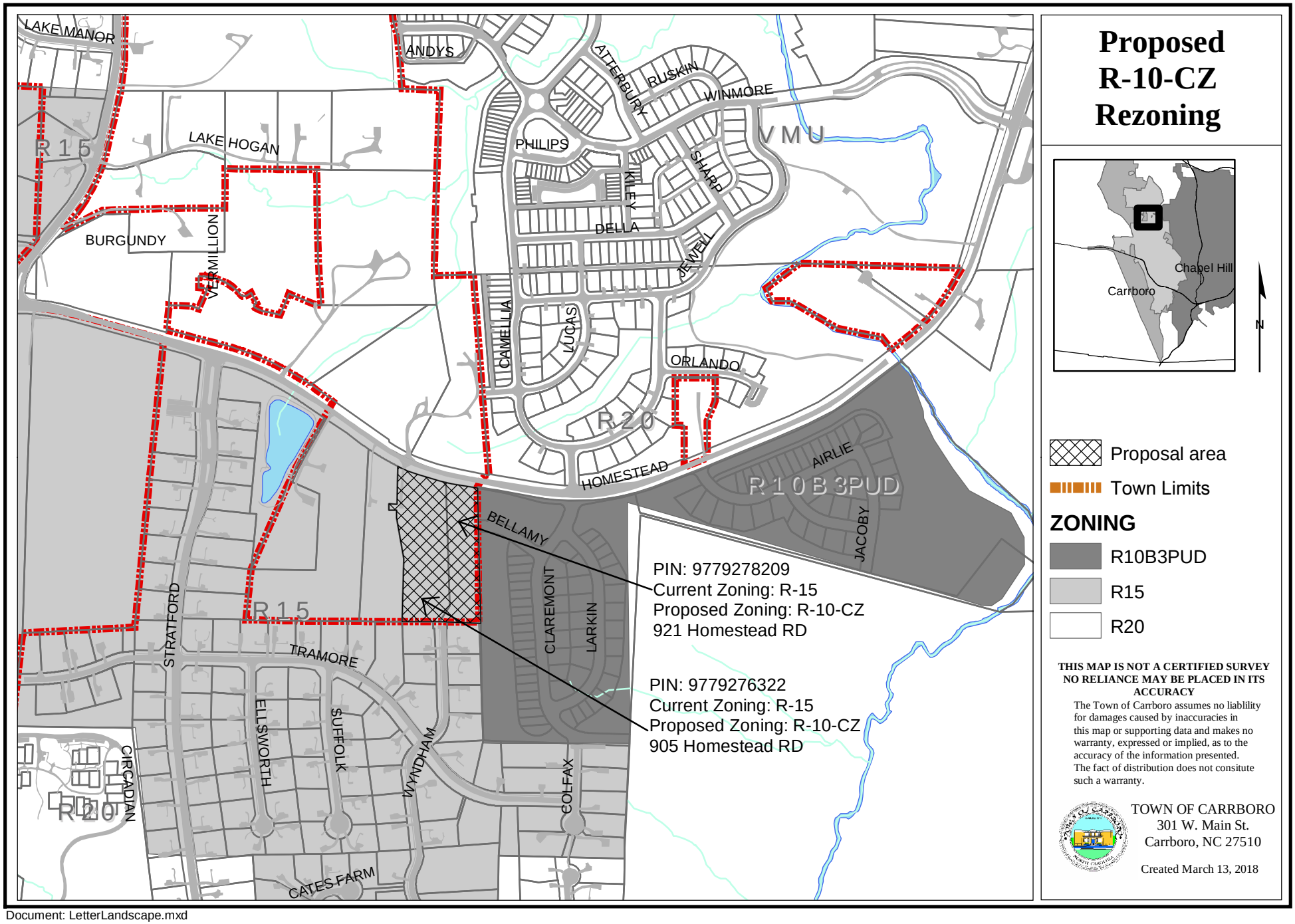
☐ Recreation and Parks Commission

☒ Northern Transition Area Advisory Committee

☐ _____

☐ _____

This is the 17th day of April in the year 2018.



Document: LetterLandscape.mxd

Conditional Rezoning Application for Hutchins/Jones tract.

Parker Louis, LLC is submitting a petition for change of zoning for the Hutchins/Jones tracts (4.784 acres combined) located off of Homestead Road bordering the Claremont South neighborhood.

The current zoning (R-15) would allow 12 single family homes. We feel a better use of the land would be to change the zoning to R-10-CZ to allow for a more dense subdivision. With the increased density, lot sizes would be reduced and the end product would be homes in the 1100-2000 square foot range. This product has done very well in Claremont South and is rarely available as a new home in Carrboro.

Please find the formal petition for change of zoning included in this packet of material.

Currently we are not proposing any conditions other than the standard condition to link the rezoning to the subsequent Conditional Use Permit. We are happy to consider other conditions as this project moves through the approval process. As shown on the attached (Rezoning Exhibit R-15 to R-10-CZ), we are developing the site as a small lot and size limited (25%) neighborhood.

Please find a site plan attached (Rezoning Exhibit R-15 to R-10-CZ).

APPENDIX A – 2

PETITION FOR CHANGE OF ZONING FORM

CARRBORO DEVELOPMENT GUIDE
APPENDIX A

TOWN OF CARRBORO

PETITION FOR CHANGE OF ZONING

PETITIONER: Parker Louis, LLC

DATE:

The Petitioner named above respectfully requests the Board of Aldermen of the Town of Carrboro to rezone the below-described property from R-15 to R-10CZ zoning classification. The Petitioner furthermore submits the following information in support of this petition.

1. PETITIONER'S NAME Parker Louis LLC

   ADDRESS: 301 Montclair Way, Chapel Hill, NC 27516

   TELEPHONE #: (919) 422-6477

2. INTEREST IN PROPERTY (IES): owner

3. BROAD DESCRIPTION OF PROPERTY AREAS SOUGHT TO BE REZONED BY REFERENCE TO ADJOINING STREETS: 905 & 921 Homestead Rd, directly to the west of Claremont South Phase 5 and Bellamy Lane

4. DESCRIPTION OF INDIVIDUAL LOTS SOUGHT TO BE REZONED:

   a. OWNER: Parker Louis LLC

   TAX MAP: ____ BLOCK: ____ LOT: ____ ACREAGE: 3.054 PARCEL: 9779-27-6322

   SUBDIVISION NAME: N/A FRONTAGE: ____ DEPTH: ____

   EXISTING STRUCTURES AND USES: single family home

   b. OWNER: Parker Louis, LLC

   TAX MAP: ____ BLOCK: ____ LOT: ____ ACREAGE: 1.730 PARCEL: 9779-27-8209

   SUBDIVISION NAME: N/A FRONTAGE: ____ DEPTH: ____

EXISTING STRUCTURES AND USES: Vacant lot

c. OWNER: _____

TAX MAP: _____ BLOCK: _____ LOT: _____ ACREAGE: _____ PARCEL: _____

SUBDIVISION NAME: _____ FRONTAGE: _____ DEPTH: _____

EXISTING STRUCTURES AND USES: _____

d. OWNER: _____

TAX MAP: _____ BLOCK: _____ LOT: _____ ACREAGE: _____ PARCEL: _____

SUBDIVISION NAME: _____ FRONTAGE: _____ DEPTH: _____

EXISTING STRUCTURES AND USES: _____

5. NAMES AND ADDRESSES OF ALL PERSONS WHOSE PROPERTY OR ANY PART THEREOF IS WITHIN 1000 FEET IN ANY DIRECTION OF THE PROPERTY SOUGHT TO BE REZONED.

NAME	ADDRESS

6. HAS THIS PROPERTY BEEN THE SUBJECT OF A ZONING CHANGE SINCE 1979? YES ___ NO ✓
IF "YES", WHEN? _____

7. PLEASE SET OUT AND EXPLAIN THOSE CIRCUMSTANCES PERTINENT TO THE PROPERTY AND THE MANNER IT RELATES TO THE TOWN THAT DEMONSTRATE THAT THE PROPOSED ZONING DISTRICT CLASSIFICATION IS CONSISTENT WITH THE TOWN'S COMPREHENSIVE PLAN. MORE SPECIFICALLY:

(a) How do the potential uses in the new district classification relate to the existing character of the area?

See attached

(b) In what way is the property proposed for rezoning peculiarly/particularly suited for the potential uses of the new district?

see attached

(c) How will the proposed rezoning affect the value of nearby buildings?

see attached

(d) In what way does the rezoning encourage the most appropriate use of the land in the planning jurisdiction?

See attached

WHEREFORE, THE PETITIONER REQUESTS THAT THE OFFICIAL ZONING MAP BE AMENDED AS SET OUT ABOVE. THIS IS THE 15th DAY OF September, 2017.

PETITIONER'S SIGNATURE: _____

PLEASE NOTE

For all the persons identified under "5", please attach addressed envelopes with the correct postage. Oversight of this requirement could delay processing your rezoning request.

Petition for Change of Zoning from R-15 to R-10-CZ

7(a) The existing character of the area is predominantly a mix of newer neighborhoods (Claremont, Claremont South, Winmore) and existing neighborhoods mostly developed in the 1990's. The subject properties (totaling 4.784 acres) borders Claremont South (R-10 B-3 PUD) and more specifically, the 23 size limited homes in Claremont South. The requested rezoning change will allow us to continue to develop smaller lots, which will breed smaller, more affordable homes. It also speaks directly to Carrboro Vision 2020, Development section 2.52, to "require the construction of a diverse housing stock."

(b) Under current zoning laws (R-15), the property would produce 12 single family lots. It is better suited for a denser subdivision in the R-10-CZ classification. The tremendous success of the smaller homes in the adjoining Claremont South neighborhood has strengthened our belief that the market for homes in the 1100-2000 square foot range in Carrboro is a product that has demand.

(c) The proposed rezoning will have a positive impact on the value of nearby buildings. Connectivity to Wexford should be a seamless event and buyers/sellers in the area will continue to have a choice of product. The coexistence of smaller and larger homes in Claremont South has shown that a mix of product (with careful aesthetic approval) can thrive.

(d) The most appropriate use of this property is to rezone it to increase density. If not, it will be developed with less affordability for the end user. The town of Carrboro has consistently stated a desire to increase density in this area and this rezoning will accomplish that. Moreover, it provides a product that appeals to more homeowners based on affordability alone and coincides with the Town's vision.

HOMESTEAD SUBDIVISION
PIN #1: 9779-27-6322
PIN #2: 9779-27-8209
PRJ: 1-17-1020

Property Identification Numbers (PIN) for property:	
Parcel Address (Parcel 1):	905 Homestead Road Chapel Hill, North Carolina
Property ID No. (Parcel 1):	9779-27-6322 133,017.7sf. (30.354 acres)
Parcel Address (Parcel 2):	921 Homestead Road Chapel Hill, North Carolina
Property ID No. (Parcel 2):	9779-27-8209 75,355.4sf. (1.730 Acres)

CONDITIONAL ZONING - Notes and Information

The site plan is illustrative. The project as shown will require a conditional use permit.

The applicant understands and accepts that approval of this site plan exhibit does not in any way relieve applicant from reproducing a site plan for the conditional permit that fully complies with all applicable provisions of The Carrboro LUO.

Current Zoning Designation: R-15
Proposed Zoning Designation: R-10, Conditional (R-10-CZ)

TOTAL PROPERTY AREA: 208,373 sf.
20 lots at 10,000 sf./lot = 200,000sf.
Density Calculation Per LUO Section 15-182.3 (no deduction conditions)
The maximum residential density of the project shall be limited to 20 single family residential dwelling units.
This plan proposes 5 size limited lots north of the proposed Bellamy Way.
2 @1,100 sf. and 3 @ 1,350 sf.

All lots shown hereon are proposed as, and are limited to, single family construction.

The project shall be designed as an Architectural Integrated Subdivision (AIS) as referenced in the associated conditions. This site plan includes illustrative lot layout showing the locations of building setbacks, building footprints, trees, and other items to ensure buildability of the proposed lots as illustrated hereon as well as the location of any proposed open space and recreation facilities.

PROPOSED MINIMUM BUILDING SETBACKS

CUP at R-10 for this development
Front - 0' (steps and stairs 0' setback)
Side - 2.5'
Rear - 2.5' (steps and stairs 0' setback)

Note: Existing Setback for underlying zoning
Per Town of Carrboro Zoning Ordinance
R15 Zoning
Boundary Setback - 20'
Right of Way Setback - 35'
Road Centerline Setback - 55'

This plan proposes not less than 40% open space and this development proposes to comply with The Recreation Facilities Requirement - article XIII of the Carrboro LUO.

This plan proposes to leave the existing home intact. The existing gravel drive will be removed and the area that it occupies will be reclaimed.

LDO Article XIII Required Recreation Space Allocation:
Single Family Residential Area greater than 15 lots
Proposed 20 lots at 10.39 points / single family residential lot
Project Total Points : 207.8 points

Amenity(s) Required must exceed 207.78 points
Amenity Proposed: Gazebo or Pergola 24'x28'
.326 x 672 = 219 points
Amenity Proposed: Hiking Trail 525' x 4'
0.16 x 4 x 525=33.6 points
Total Project Recreational Facilities Points Provided: 252 points
meets or exceeds 207.8 required points

RIGHT OF WAY CONSTRUCTION and MINIMUM PAVING SCHEDULE:
Utility construction within the public right of way, street cross section, and paving section thickness per Carrboro Town Standard Specifications and Details.

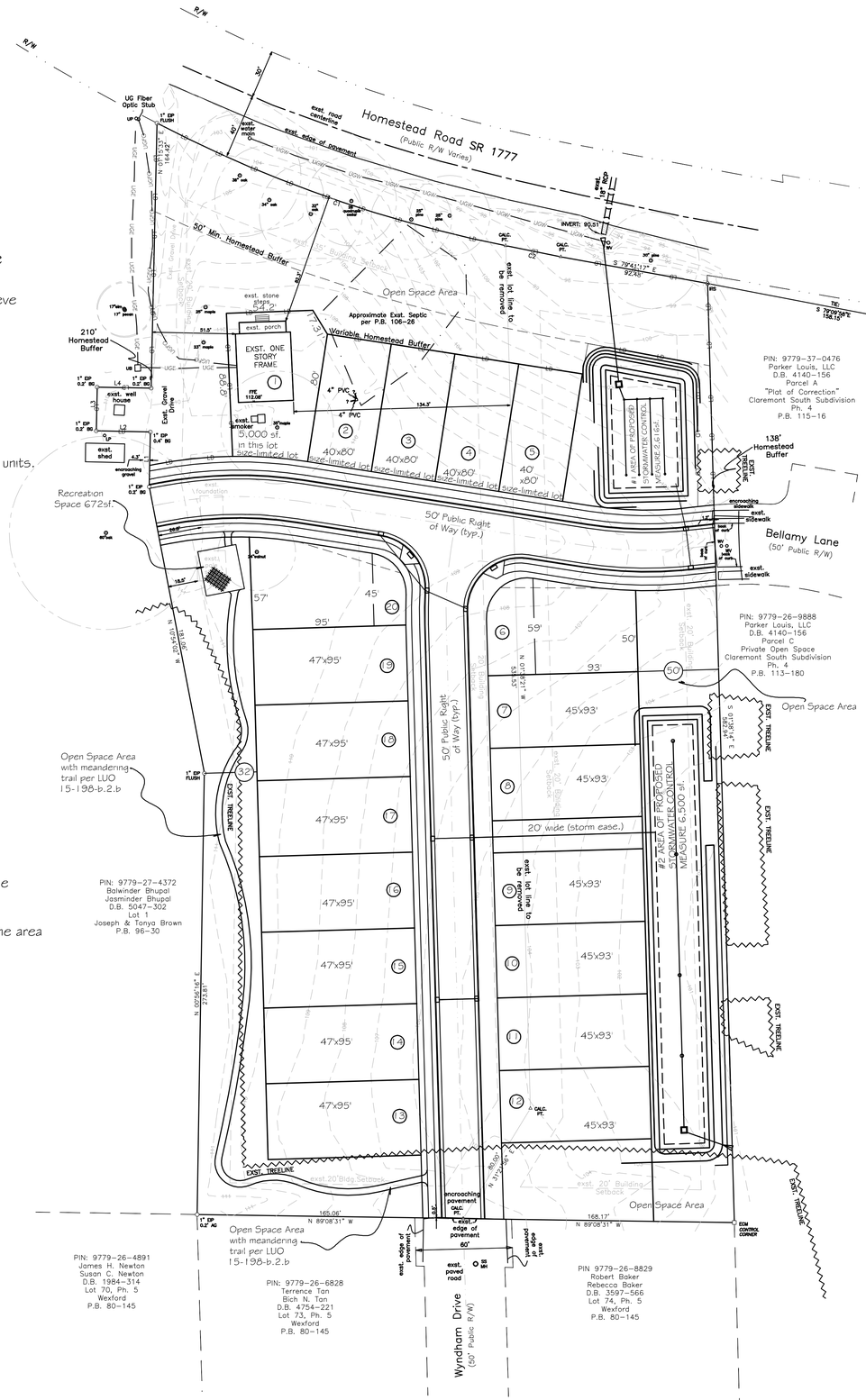
Base Survey Information provided by a survey from Freehold Land Surveys, Inc.
Carrboro, North Carolina
Developer:
Parker Louis, LLC
301 Montclair Way
Chapel Hill, NC 27516

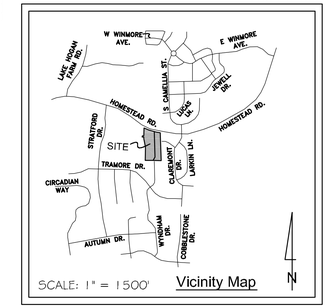
Curve Table

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	229.83'	948.85'	13°52'42"	S 70°37'57" E	229.27'
C2	34.88'	948.85'	2°06'21"	S 78°37'29" E	34.87'

Call Table

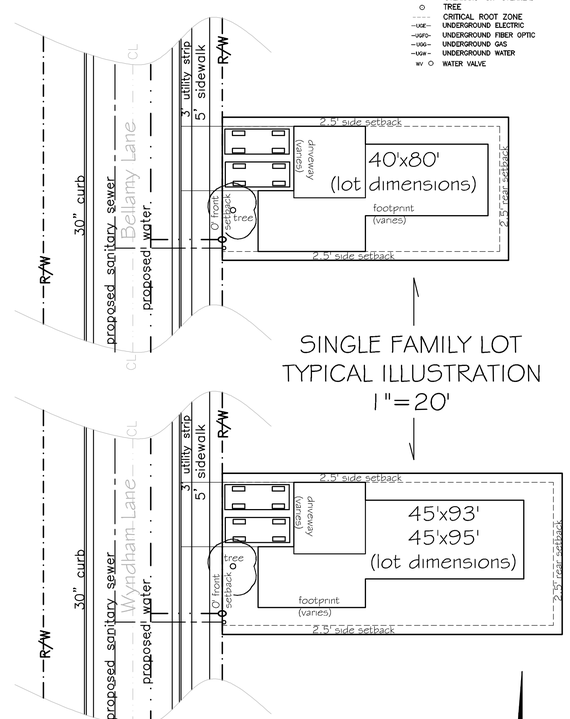
LINE	BEARING	DISTANCE
L1	N 01°13'57" E	33.98'
L2	N 88°45'38" W	33.58'
L3	N 01°13'49" E	27.16'
L4	S 88°56'01" E	33.48'





LEGEND

EI	EXISTING IRON
EP	EXISTING IRON PIPE
ER	EXISTING IRON ROD
IRS	IRON ROD SET
CALC. PT.	CALCULATED POINT
ECM	EXISTING CONCRETE MONUMENT
AG	ABOVE GRADE
BG	BELOW GRADE
UP	UTILITY POLE
LP	LIGHT POLE
SS MH	SANITARY SEWER MANHOLE
UB	UTILITY BOX
CB	CATCH BASIN
PL	PROPERTY LINE
OH	"OVERHANG" OR "OVERHEAD"
	TREE
	CRITICAL ROOT ZONE
—UGE—	UNDERGROUND ELECTRIC
—UGFO—	UNDERGROUND FIBER OPTIC
—UGG—	UNDERGROUND GAS
—UGW—	UNDERGROUND WATER
WV	WATER VALVE



0' 80' 160'
Graphic Scale
Scale: 1" = 40'

SHEET 1 / 1
DATE 3-21-2018
SCALE 1" = 40'
DRAWN IN THE USA BY BSB

REVISIONS
3-8-2018 bigger small lots and smaller/ med lots
3-15-2018 revised bmp location
3-22-2018 staff cz comments

PROJECT NUMBER 1-17-1020
PROFESSIONAL ENGINEER

Preliminary Rezoning Exhibit Illustrative Site Plan

3-22-2018

NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 24924 CHARLES D. HUFFINE

Charles D. Huffine
C-1939

Rezoning Exhibit - Illustrative Site Plan
905 & 921 HOMESTEAD ROAD

PROJECT:

THE L.E.A.D.S. GROUP, P.A.
505 EAST HAYWS STREET
HILLSBOROUGH, NC 27278
phone: (336) 227-2724
fax: (336) 228-2896
C#1939
Land Engineering And Development Services

Hutchins Property Conditional Zoning

Draft Conditions

1. The Concept Plan labeled "Rezoning Exhibit Illustrative Site Plan – 905 & 921 Homestead Road Conditional Rezoning," dated _____ is approved and incorporated herein to indicate all potential land uses, the general location and size of buildings and parking areas, vehicular and bicycle-pedestrian access points, general circulation patterns, setbacks, and other landscaped areas. Other features and issues remain to be decided at the time a conditional use permit is requested for the development. Those features and issues include, but are not necessarily limited to, the location of stormwater management features, traffic improvements at Homestead Road, and the cross section of the proposed internal streets.

2. The project shall be designed as an Architectural Integrated Subdivision (AIS). As referenced in condition #1 above, the conceptual plan shall include Illustrative lot layouts showing the location of setbacks, building footprints, trees, parking area, etc. to ensure the buildability of the proposed lots, as well as the location of proposed open space and recreation facilities.

3. The maximum residential density of the project shall be limited to 20 dwelling units.

4. The applicant has expressed interest in pursuing size-limited dwelling units, and will include up to 25% size limited units. If the project does not include 15% affordable units, the applicant shall participate in an affordable housing meeting with the Board of Aldermen.

5. Per the Town's connectivity requirements, the proposed north-south internal road shall be constructed to provide a full connection to Wyndham Drive. The proposed east-west internal road may require a T-turnaround or similar feature as determined during the CUP and construction plan approval to allow solid waste/recycling service.

6. The project shall include the construction of a sidewalk or sidepath along Homestead Road, unless determined to be impracticable during the conditional use permit process.

ARTICLE IX

ZONING DISTRICTS AND ZONING MAP

PART I. ZONING DISTRICTS

Section 15-135 Residential Districts Established.

(a) The following basic residential districts are hereby established: R-20, R-15, R-10, R-7.5, R-3, R-2, R-R, R-S.I.R., and R-S.I.R.-2. The purpose of each of the foregoing residential districts is to secure for the persons who reside there a comfortable, healthy, safe, and pleasant environment in which to live, sheltered from incompatible and disruptive activities that properly belong in non-residential districts. **(AMENDED 5/12/81; 12/7/83; 2/4/86)**

Section 15-141.4 Conditional Zoning Districts (AMENDED 5/27/08)

(a) Conditional zoning districts are zoning districts in which the development and use of the property so zoned are governed by the regulations applicable to one of the general use zoning districts listed in the Table of Permissible Uses, as modified by the conditions and restrictions imposed as part of the legislative decision creating the district and applying it to the particular property. Accordingly, the following conditional zoning districts may be established:

R-20-CZ, R-15-CZ, R-10-CZ, R-7.5-CZ, R-3-CZ, R-2-CZ, R-R-CZ, R-S.I.R.-CZ , and R-S.I.R.-2-CZ

B-1(C)-CZ, B-1(G)-CZ, B-2-CZ, B-3-CZ, B-3-T-CZ, B-4-CZ, CT-CZ, O-CZ, OACZ, M-1-CZ, M-2-CZ **(AMENDED 4/27/10; 06/23/15)**

(b) The conditional zoning districts authorized by this section may be applied to property only in response to a petition signed by all the owners of the property to be included within such district.

(c) Subject to the provisions of subsections (f) and (g), the uses permissible within a conditional zoning district authorized by this section, and the regulations applicable to property within such a district, shall be those uses that are permissible within and those regulations that are applicable to the general use zoning district to which the conditional district corresponds, except as those uses and regulations are limited by conditions imposed pursuant to subsection (d) of this section. For example, property that is rezoned to a B-2-CZ district may be developed in the same manner as property that is zoned B-2, subject to any conditions imposed pursuant to subsection (d). **(AMENDED 11/9/11)**

(d) When a rezoning petition for a conditional zoning district is submitted (in accordance with Article XX of this chapter), the application shall include a list of proposed conditions (which may be in the form of written statements, graphic illustrations, or any combination

thereof) to be incorporated into the ordinance that rezones the property to the requested conditional zoning district. **(AMENDED 10/25/16)**

(d1) A rezoning petition may be submitted to allow use classification 3.260 Social Service Provider with Dining within a building of more than two stories or 35 feet in height. **(AMENDED 10/25/16)**

(1) The petition shall include information that demonstrates that, if the project is completed as proposed, it:

a. Will not substantially injure the value of adjoining or abutting property; and
b. Will be in harmony with the area in which it is to be located. The manner in which a project is designed to accommodate additional building height including, but not limited to, scale, architectural detailing, compatibility with the existing built environment and with adopted policy statements in support of vibrant and economically successful and sustainable, mixed-use, core commercial districts shall be among the issues that may be considered to make a finding that a project is or is not in harmony with the area in which it is to be located. The applicant may use a variety of graphic and descriptive means to illustrate these findings; and
c.Will be in general conformity with the Land Use Plan, Thoroughfare Plan, and other plans officially adopted by the Board. **(AMENDED 03/22/16, 10/25/16)**

(2) All relative provisions of the Land Use Ordinance shall apply except to the extent that such provisions are superseded by the provisions of this section or any conditions incorporated into the conditional zoning district described in subsection (d1) above. **(AMENDED 10/25/16)**

(e) The list of proposed conditions may be modified by the planning staff, advisory boards, or Board of Aldermen as the rezoning application works its way through the process described in Article XX, but only those conditions mutually approved by the applicant and the Board may be incorporated into the conditional zoning district shall be limited to (i) those that address the conformance of the development and use of the site to the provisions of this chapter or to applicable plans adopted by the Board, and (ii) those that address the impacts reasonably expected to be generated by the development or use of the site. **(AMENDED 03/22/16, 10/25/16)**

(f) All uses that are permissible in the conditional zoning district shall require the issuance of the same type of permit that such use in the corresponding general use district would ordinarily require (according to the Table of Permissible Uses), i.e. a zoning permit, special use permit, or conditional use permit.

(g) Notwithstanding the foregoing, in approving a rezoning to a B-1(g) – CZ zoning district, the Board of Aldermen may authorize the property so zoned to be developed at a higher level of residential density than that otherwise permissible in B-1(g) zoning districts under Section 15-182 if the rezoning includes conditions that provide for site and building elements that will create a more vibrant and successful community. Site and building elements are intended to be selected from at least three of the following seven areas: stormwater management, water conservation, energy conservation, on-site energy production, alternative transportation, provision of affordable housing, and the provision of public art and/or provision of outdoor amenities for public use. Conditions that may be included to meet the above stated objective include but shall not be limited to the following: **(AMENDED 11/9/11)**

(1) Reduction in nitrogen loading from the site by at least 8% from the existing condition, as determined by the Jordan Lake Accounting Tool
(2) Energy performance in building requirements to meet one or more of the following
    a. Achieve 40% better than required in the Model Energy Code, which for NC, Commercial is ASHRAE 90.1-2004-2006 IECC equivalent or better, and Residential is IECC 2006, equivalent or better).
    b. "Designed to Earn the Energy Star" rating.
    c. Architecture 2030 goal of a 50 percent fossil fuel and greenhouse gas emission reduction standard, measured from the regional (or country) average for that building type.
    d. AIA goals of integrated, energy performance design, including resource conservation resulting in a minimum 50 percent or greater reduction in the consumption of fossil fuels used to construct and operate buildings.
    e. LEED certification to achieve 50% CO2 emission reduction, or LEED silver certification
    f. US Conference of Mayors fossil fuel reduction standard for all new buildings to carbon neutral by 2030.
    g. Specific energy saving features, including but not limited to the following, are encouraged..
        i. Use of shading devices and high performance glass for minimizing heating and cooling loads
        ii. Insulation beyond minimum standards;
        iii. Use of energy efficient motors/HVAC;
        iv. Use of energy efficient lighting;
        v. Use of energy efficient appliances
        vi. LED or LED/Solar parking lot lighting (50-100% more efficient).
        vii. Active and passive solar features.
(3) Provision of onsite facilities (e.g. solar, wind, geothermal) that will provide 5% of electricity demand associated with the project.
(4) Use of harvested rainwater for toilet flushing.

(5) Parking lot meets the standard for a "green" parking lot, per the EPA document Green "Parking Lot Resource Guide."
(6) Inclusion of Low Impact Development features.
(7) Provision of covered bike parking sufficient to provide space for one space per every two residential units.
(8) Provision of a safe, convenient, and connected internal street system or vehicle accommodation area designed to meet the needs of the expected number of motor vehicle, bicycle, pedestrian, and transit trips
(9) Inclusion of at least one (1) parking space for car sharing vehicles
(10) Provision of public art and/or outdoor amenities for public use.
(11) Use of surface materials that reflect heat rather than absorb it.
(12) Use of devices that shade at least 30% of south-facing and west-facing building facades.
(13) Provision of affordable housing in accordance with Town policy.

(h) If a B-1(g) – CZ zoning district is created and, pursuant to subsection (f) of this section, a higher level of residential density than that otherwise permissible in B-1(g) zoning districts is approved for that district, then it shall be a requirement of such district that at least twenty percent (20%) of the total leasable or saleable floor area within all buildings located within such zoning district shall be designed for non-residential use. Occupancy permits may not be given for residential floor area if doing so would cause the ratio of residential floor area for which an occupancy permit has been issued to non-residential floor area for which an occupancy permit has been issued to exceed four to one (4:1). **(AMENDED 11/9/11)**

PART II. ZONING MAP

Section 15-142 Official Zoning Map.

(a) There shall be a map known and designated as the Official Zoning Map, which shall show the boundaries of all zoning districts within the town's planning jurisdiction. This map shall be drawn on acetate or other durable material from which prints can be made, shall be dated, and shall be kept in the planning department.

(b) The Official Zoning Map dated April, 1973 is adopted and incorporated herein by reference. Amendments to this map shall be made and posted in accordance with Section 15-143.

(c) Should the Official Zoning Map be lost, destroyed, or damaged, the administrator may have a new map drawn on acetate or other durable material from which prints can be made. No further board authorization or action is required so long as no district boundaries are changed in this process.

Section 15-143 Amendments to Official Zoning Map (AMENDED 4/27/10; 10/26/10); 09/24/13

(a) Amendments to the Official Zoning Map are accomplished using the same procedures that apply to other amendments to this chapter, as set forth in Article XX.

(b) The administrator shall update the Official Zoning Map as soon as possible after amendments to it are adopted by the Board. Upon entering any such amendments to the map, the administrator shall change the date of the map to indicate its latest revision. New prints of the updated map may then be issued.

(c) No unauthorized person may alter or modify the Official Zoning Map.

(d) The planning department shall keep copies of superseded prints of the zoning map for historical reference.

ARTICLE XX

AMENDMENTS

Section 15-320 Amendments in General

(a) Amendments to the text of this chapter or to the zoning map may be made in accordance with the provisions of this article, or in the case of nonsubstantive editorial changes, may be made administratively by the planning director, as described in Section 15-38 of this ordinance. **(AMENDED 09/01/87)**

(b) The term "major map amendment" shall refer to an amendment that addresses the zoning district classification of five or more tracts of land in separate ownership or any parcel of land (regardless of the number of lots or owners) in excess of fifty acres. All other amendments to the zoning district map shall be referred to as "minor map amendments."

(c) All properties within the University Lake Watershed are zoned WR, B-5, WM-3 or C. As provided in Subsection 15-137(b), no additional areas may be rezoned WM-3 or B-5, and no areas within the University Lake Watershed may be rezoned to any classification other than WR, or C. **(AMENDED 10/15/96)**

(d) The regulations applicable to the watershed districts do, and all amendments to these regulations shall, comply with the water supply watershed protection rules promulgated by the State pursuant to G.S. 143-214.5. Copies of all amendments to Sections 15-265 or 15-266 shall be sent to the Division of Community Assistance, Division of Environmental Health, and Division of Water Quality. **(AMENDED 10/15/96)**

Section 15-321 Initiation of Amendments

(a) Whenever a request to amend this chapter is initiated by the Board of Aldermen, the planning board, the board of adjustment, the appearance commission, or the town administration, the town attorney in consultation with the planning staff shall draft an appropriate ordinance and present that ordinance to the Board of Aldermen so that a date for a public hearing may be set.

(b) Any other person may also petition the Board to amend this chapter. The petition shall be filed with the planning department and shall include, among the information deemed relevant by the planning department:

(1) The name, address, and phone number of the applicant.

(2) A description of the land affected by the amendment if a change in zoning district classification is proposed.

(3) Stamped envelopes containing the names and addresses of all those to whom notice of the public hearing must be sent as provided in Section 15-323.

(4) A description of the proposed map change or a summary of the specific objective of any proposed change in the text of this chapter.

(5) A concise statement of the reasons why the petitioner believes the proposed amendment would be in the public interest.

(c) Upon receipt of a petition as provided in (b), the planning staff shall either:

(1) Treat the proposed amendment as one initiated by the town administration and proceed in accordance with subsection (a) if it believes that the proposed amendment has significant merit and would benefit the general public interest; or

(2) Forward the petition to the Board with or without written comment for a determination of whether an ordinance should be drafted and a public hearing set in accordance with subsection (d).

(d) Upon receipt of a proposed ordinance as provided in subsection (a), the Board may establish a date for a public hearing on it. Upon receipt of a petition for an ordinance amendment as provided in subsection (b), the Board may summarily deny the petition or set a date for a public hearing on the requested amendment and order the attorney, in consultation with the planning staff, to draft an appropriate ordinance.

Section 15-322 Planning Board and Other Advisory Consideration of Proposed Amendments

(a) If the Board sets a date for a public hearing on a proposed amendment, it shall also refer the proposed amendment to the planning board for its consideration and may refer the amendment to the appearance commission if community appearance is involved, and may refer the amendment to the transportation advisory board if the amendment involves community transportation issues and may refer the amendment to the environmental advisory board if the amendment involves community environment issues. **(AMENDED 09/19/95, REWRITTEN 02/25/14)**

(b) The planning board shall advise and comment on whether the proposed amendment is consistent with the Land Use Plan, Thoroughfare Plan, or other applicable plans officially adopted by the Board of Aldermen. The planning board shall provide a written recommendation to the Board of Aldermen that addresses plan consistency and other matters as deemed appropriate by the planning board. If no written report is received from the planning board within 30 days of referral of the amendment to that board, the Board of Aldermen may proceed in its consideration of the amendment without the planning board report. **(AMENDED 10/24/06)**

(c) A comment by the planning board that a proposed amendment is inconsistent with the Land Use Plan, Thoroughfare Plan or other officially adopted plan shall not preclude consideration or approval of the proposed amendment by the Board of Aldermen, and the Board of Aldermen is not bound by the recommendations of the planning board. **(AMENDED 10/24/06)**

(d) A member of the planning board and any other advisory committee that provides direct advice to the Board of Aldermen (i.e. it does not report to the planning board) shall not vote on recommendations regarding any zoning map or text amendment where the outcome of the matter being considered is reasonably likely to have a direct, substantial, and readily identifiable financial impact on the member. **(AMENDED 10/24/06)**

Section 15-323 Hearing Required: Notice

(a) No ordinance that amends any of the provisions of this chapter may be adopted until a public hearing has been held on such ordinance.

(b) The planning staff shall publish a notice of the public hearing on any ordinance that amends the provisions of this chapter once a week for two successive weeks in a newspaper having general circulation in the Carrboro area. The notice shall be published for the first time not less than ten days nor more than twenty-five days before the date fixed for the hearing. This period is to be computed in accordance with G.S. 160A-364, which provides that the date of publication is not counted but the date of the hearing is.

(c) With respect to all map amendments, the planning staff shall mail, by first class mail, written notice of the public hearing to the record owners of all properties whose zoning classification is changed by the proposed amendment as well as the owners of all properties any portion of which is within 1000 feet of the property rezoned by the amendment. For purposes of this section the term "owners" shall mean the persons shown as owners on Orange County's computerized land records system. The planning staff shall also make reasonable efforts to mail a similar written notice to the non-owner occupants of residential rental property located within 1,000 feet of the lot that is the subject of the rezoning. The notices required by this subsection shall be deposited in the mail at least 10 but not more than 25 days prior to the date of the public hearing. The staff member mailing such notices shall certify to the board that the notices have been mailed, and such certificate shall be deemed conclusive in the absence of fraud. **(AMENDED 10/12/82; 1/22/85; 10/1/85; 04/15/97; 3/26/02)**

(d) The first class mail notice required under subsection (c) of this section shall not be required if the zoning map amendment directly affects more than 50 properties, owned by a total of at least 50 different property owners, and the Town elects to use the expanded published notice provided for in this subsection. In this instance, the Town may elect to either make the mailed notice provided for in subsection (c) of this section or may, as an alternative, elect to publish notice of the hearing as required by G.S. 160A-364, but provided that each advertisement shall not be less than one-half (1/2) of a newspaper page in size. The advertisement shall only be effective for property owners who reside in the area of general circulation of the newspaper

which publishes the notice. Property owners who reside outside of the newspaper circulation area, according to the address listed on the most recent Orange County property tax listing for the affected property, shall be notified according to the provisions of subsection (c) of this section. **(AMENDED 10/24/06)**

(e) For proposed zoning map amendments, the planning staff shall prominently post a notice of the public hearing on the site proposed for a rezoning or an adjacent public street or highway right-of-way. When multiple parcels are included within a proposed zoning map amendment, a posting on each individual parcel is not required, but the planning staff shall post sufficient notices to provide reasonable notice to interested persons.

(f) The planning staff shall take any other action deemed by the Planning Department to be useful or appropriate to give notice of the public hearing on any proposed amendment.

(g) The notice required or authorized by this section (other than the posted notice required by subsection (e)) shall: **(AMENDED 11/24/09)**

(1) State the date, time, and place of the public hearing.

(2) Summarize the nature and character of the proposed change.

(3) If the proposed amendment involves a change in zoning district classification, reasonably identify the property whose classification would be affected by the amendment.

(4) State that the full text of the amendment can be obtained from the town clerk.

(5) State that substantial changes in the proposed amendment may be made following the public hearing.

(h) The planning staff shall make every reasonable effort to comply with the notice provisions set forth in this section. However, it is the Board's intention that the notice requirements set forth in this section that are not required by state law shall not be regarded as mandatory, and therefore a failure to comply with such requirements shall not render any amendment invalid. **(AMENDED 11/24/09)**

(i) Except for a town-initiated zoning map amendment, when an application is filed to request a zoning map amendment and that application is not made by the owner of the parcel of land to which the amendment would apply (regardless of how the staff treats the proposed amendment under subsection 15-321(c)), the applicant shall certify to the Board of Aldermen that the owner of the parcel of land as shown on the county tax listing has received actual notice of the proposed amendment and a copy of the notice of public hearing. The person or persons required to provide notice shall certify to the Board of Aldermen that proper notice has been

provided in fact, and such certificate shall be deemed conclusive in the absence of fraud. **(AMENDED 11/24/09)**

(j) Actual notice of the proposed amendment and a copy of the notice of public hearing required under subsection 15-323(i) of this section shall be by any manner permitted under G.S. 1A-1, Rule 4(j). If notice cannot with due diligence be achieved by personal delivery, registered or certified mail, or by a designated delivery service authorized pursuant to 26 U.S.C. § 7502(f)(2), notice may be given by publication consistent with G.S. 1A-1, Rule 4(j1). This subsection applies only to an application to request a zoning map amendment where the application is not made by the owner of the parcel of land to which the amendment would apply. This subsection does not apply to a city-initiated zoning map amendment. **(AMENDED 11/24/09)**

Section 15-324 Board Action on Amendments (AMENDED 10/24/06)

(a) At the conclusion of the public hearing on a proposed amendment, the Board may proceed to vote on the proposed ordinance, refer it to a committee for further study, or take any other action consistent with its usual rules of procedure.

(b) The Board is not required to take final action on a proposed amendment within any specific period of time, but it should proceed as expeditiously as practicable on petitions for amendments since inordinate delays can result in the petitioner incurring unnecessary costs.

(c) Voting on amendments to this chapter shall proceed in the same manner as on other ordinances, subject to Section 15-326 of the Land Use Ordinance and Section 2-15 of the Town Code.

(d) Prior to adopting or rejecting any zoning amendment, the Board shall adopt a statement describing whether its action is consistent with the Land Use Plan, Thoroughfare Plan, or other applicable plan officially adopted by the Board and explaining why the Board considers the action taken to be reasonable and in the public interest. This statement is not subject to judicial review.

(e) A Board member shall not vote on any zoning map or text amendment where the outcome of the matter being considered is reasonably likely to have a direct, substantial, and readily identifiable financial impact on the member. (See also Carrboro Town Code Section 2-35).

Section 15-325 Ultimate Issue Before Board on Amendments

In deciding whether to adopt a proposed amendment to this chapter, the central issue before the Board is whether the proposed amendment advances the public health, safety or welfare. All other issues are irrelevant, and all information related to other issues at the public hearing may be declared irrelevant by the mayor and excluded. In particular, when considering proposed minor map amendments:

(1) Except when the request is to rezone property to a conditional use district or conditional zoning district, the Board shall not consider any representations made by the petitioner that, if the change is granted, the rezoned property will be used for only one of the possible range of uses permitted in the requested classification. Rather, the Board shall consider whether the entire range of permitted uses in the requested classification is more appropriate than the range of uses in the existing classification. **(AMENDED 05/25/99; 05/27/08)**

(2) The Board shall not regard as controlling any advantages or disadvantages to the individual requesting the change, but shall consider the impact of the proposed change on the public at large.

Section 15-326 Citizen Comments on Zoning Map and Text Amendments (AMENDED 10/24/06, REWRITTEN 12/6/16).

The Town of Carrboro Land Use Ordinance may from time to time be amended, supplemented, changed, modified or repealed. If any resident or property owner in the Town submits a written statement regarding a proposed amendment, modification or repeal to this Ordinance to the Clerk of the Board of Aldermen at least two (2) business days prior to the proposed vote on such change, the Clerk to the Board shall deliver such written statement to the Board. If the proposed change is the subject of a quasi-judicial proceeding under North Carolina General Statutes Section 160A-388 (such as conditional use rezoning in which the legislative rezoning is accompanied by or followed by a quasi-judicial conditional use permit process), the Clerk shall provide only the names and addresses of the individuals providing written comment, and the provision of such names and addresses to all members of the Board shall not disqualify any member of the Board from voting. Written statements submitted in connection with a quasi-judicial proceeding may be admitted into evidence at such a proceeding if the Board determines that such statements are admissible in the proceeding. (Amended 12-6-16 ; and enacted pursuant to a Resolution in Opposition to the General Assembly's Repeal of Statutory Authority for Qualified Protest Petitions to Trigger a Super Majority Vote for Certain Zoning Map Amendments, dated 12-6-16).

TOWN OF CARRBORO

PETITION FOR ANNEXATION OF CONTIGUOUS PROPERTY

TO THE BOARD OF ALDERMEN OF THE TOWN OF CARRBORO:

1) THE UNDERSIGNED, BEING THE OWNER OF ALL REAL PROPERTY LOCATED WITHIN THE AREA DESCRIBED IN PARAGRAPH #2 BELOW, REQUESTS THAT SUCH AREA BE ANNEXED TO THE TOWN OF CARRBORO, NORTH CAROLINA.

2) THE AREA TO BE ANNEXED IS CONTIGUOUS TO THE TOWN OF CARRBORO, AND IS LOCATED AT 905 ; 921 Homestead Rd AND TAX MAP REFERENCED * _____. THE BOUNDARIES OF SUCH TERRITORY ARE AS SHOWN ON THE METES AND BOUNDS DESCRIPTION ATTACHED HERETO. Exhibit A

*PIN: 9779-27-6322
*PIN: 9779-27-8209

3) A MAP (NO LARGER THAN 18" X 24") OF THE FOREGOING PROPERTY, SHOWING ITS RELATIONSHIP TO THE EXISTING CORPORATE LIMITS OF THE TOWN, IS ALSO ATTACHED HERETO.

4) THE TOTAL ACREAGE AND DWELLING UNITS LOCATED ON THIS PROPERTY ARE AS FOLLOWS:

4.784 ACRES 1 DWELLING UNITS

RESPECTFULLY SUBMITTED THIS 15th DAY OF September, 20 17.

NAME:	Parker Lovis LLC
ADDRESS:	301 Montclair Way
	Chapel Hill, NC 27516
OWNER/PRESIDENT:	Adam Zinn

ATTEST: _____ SECRETARY

I, Cora Houston, Deputy Town Clerk of the Town of Carrboro, do hereby certify that the sufficiency of the above-reference petition has been checked and found to be in compliance with G.S. 160A-31.

This the 23rd day of March, 20 18.

Deputy Town Clerk: Cora S. Houston

Curve Table

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	229.83'	948.85'	13°52'42"	S 70°37'57" E	229.27'
C2	34.88'	948.85'	2°06'21"	S 78°37'29" E	34.87'

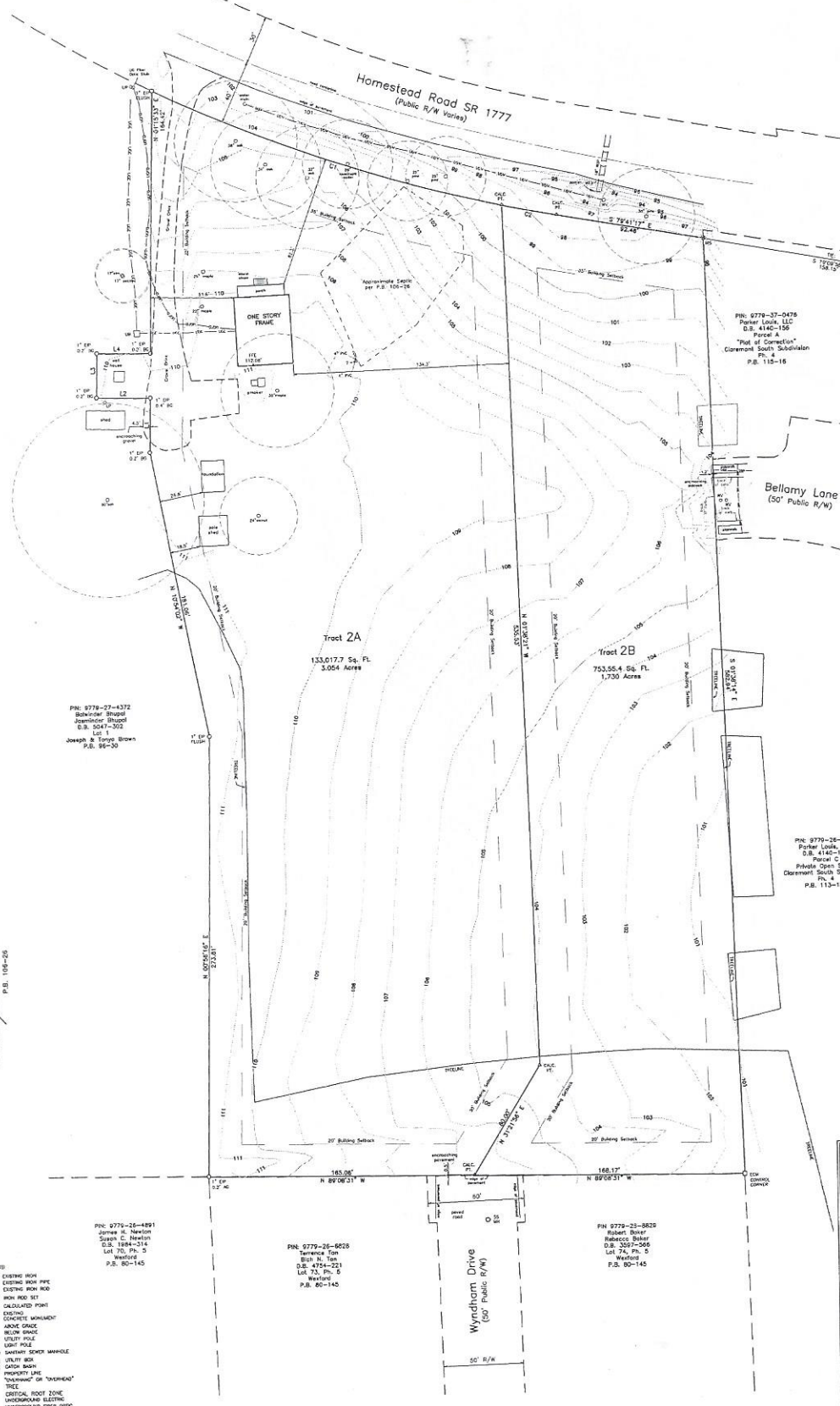
Call Table

LINE	BEARING	DISTANCE
L1	N 01°13'57" E	33.98'
L2	N 88°45'38" W	33.58'
L3	N 01°13'49" E	27.18'
L4	S 88°56'01" E	33.48'

Notes
1) This survey was performed without the benefit of a title report. This survey is subject to any facts and easements which may be disclosed by a full and accurate title search.
2) This property is subject to all easements, buffers and restrictions shown hereon and all others of record not shown hereon.
3) Building setbacks shown per P.B. 106-26
Front/Street Building Setback 35 feet
Side/Rear Building Setback 20 feet
4) Approximate septic area and 30' stream buffer shown have been digitized from P.B 106-26.
5) Underground utilities shown are marked by NC 811.
6) Per Orange County GIS, this property is in the Joint Planning Area.
7) Per Carrboro GIS, this property is in the Carrboro Transition Area and is zoned R10.
8) A 30' stream buffer is shown on plat book 106, page 26, which is incorrect, per Carrboro planning department.

I CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK 1318, PAGE 576; AND BOOK 4829, PAGE 138); THAT THE BOUNDARIES NOT SURVEYED ARE INDICATED AS DRAWN FROM SOURCES NOTED HEREON; THAT THE RATIO OF PRECISION OR POSITIONAL ACCURACY IS 1:10,000; AND THAT THIS MAP MEETS THE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA (21 NCAC 56.1600).
THIS 3rd DAY OF JULY, 2017.

NORTH CAROLINA PROFESSIONAL SEAL L-5083 LAND SURVEYOR STEPHEN M. HALLSTROM



LEGEND
- EXISTING IRON
- EXISTING IRON PIPE
- EXISTING IRON ROD
- IRON ROD SET
- CALCULATED POINT
- EXISTING CONCRETE MONUMENT
- ABOVE GRADE
- BELOW GRADE
- UTILITY POLE
- LIGHT POLE
- SANITARY SEWER MANHOLE
- UTILITY BOX
- CATCH BASIN
- PROPERTY LINE
- "OVERHEAD" OR "OVERHEAD"
- TREE
- CRITICAL ROOT ZONE
- UNDERGROUND ELECTRIC
- UNDERGROUND FIBER OPTIC
- UNDERGROUND GAS
- UNDERGROUND WATER
- WATER VALVE

PROPERTY SURVEYED FOR

Parker Louis, LLC

PROPERTY ADDRESS: 905 Homestead Road
Tract 2A, PATRICK O. JONES & SHANNON M. JONES
PIN REFERENCE: 9779-27-6322
DEED BOOK REFERENCE: 1318-576
PLAT BOOK REFERENCE: 106-26
PROPERTY OWNER: PATSY A. HUTCHINS

PROPERTY ADDRESS: 921 Homestead Road
Tract 2B, PATRICK O. JONES & SHANNON M. JONES
PIN REFERENCE: 9779-27-8209
DEED BOOK REFERENCE: 4829-138
PLAT BOOK REFERENCE: 106-26
PROPERTY OWNERS:
PATRICK O. JONES & SHANNON M. JONES

CHAPEL HILL TOWNSHIP
ORANGE COUNTY
NORTH CAROLINA

REVISED: JULY 3, 2017
JUNE 26, 2017

SCALE: 1" = 30'

FREEHOLD LAND SURVEYS, INC. C-165

Mailing Address: P.O. BOX 188, CARRBORO, NC 27510
Office Address: 1777 FORDHAM BLVD. SUITE 104
CHAPEL HILL, NC 27514
Phone: 919-929-8590
Website: www.freeholdlandsurveys.com

STEPHEN M. HALLSTROM PROFESSIONAL LAND SURVEYOR L-5083

J24795

Exhibit A

A combined legal description of 905 Homestead Road and 921 Homestead, Chapel Hill

BEGINNING AT A POINT IN THE SOUTHERN RIGHT OF WAY OF HOMESTEAD ROAD (S.R. 1777), BEING 411.81 FEET FROM THE CENTER LINE OF THE INTERSECTION OF HOMESTEAD ROAD (S.R. 1777) AND CLAREMONT DRIVE, THENCE RUNNING SOUTH 01° 38' 14" EAST FOR 582.94 FEET TO AN IRON FOUND IN A CONCRETE MONUMENT; THENCE RUNNING NORTH 89° 08' 18" WEST FOR 333.24 FEET TO AN EXISTING IRON PIPE OR STAKE; THENCE RUNNING NORTH 00° 33' 31" EAST 273.76 FEET TO AN IRON PIPE OR STAKE; THENCE NORTH 10° 54' 57" WEST FOR 181.05 FEET TO AN IRON PIPE OR STAKE; THENCE RUNNING NORTH 01° 13' 07" EAST FOR 34.01 FEET TO AN IRON PIPE OR STAKE; THENCE RUNNING NORTH 88° 46' 53" WEST FOR 33.59 FEET TO AN IRON PIPE OR STAKE; NORTH 01° 13' 07" EAST FOR 27.13 FEET TO AN IRON PIPE OR STAKE; RUNNING THENCE SOUTH 88° 46' 53" EAST FOR 33.59 FEET TO AN IRON PIPE OR STAKE RUNNING THENCE NORTH 01°13' 07" EAST 164.59 FEET TO AN IRON PIPE SET IN THE RIGHT OF WAY OF HOMESTEAD ROAD (S.R. 1777); CONTINUING THENCE ON A CURVE IN A COUNTERCLOCKWISE WITH A RADIUS OF 948.85 FEET, AN ARC LENGTH OF 229.97 FEET AND WHOSE LONG CHORD BEARS SOUTH 70° 38' 11" EAST A DISTANCE OF 229.40 FEET TO AN IRON PIPE SET; CONTINUING THENCE ON A CURVE IN A COUNTERCLOCKWISE DIRECTION WITH RADIUS OF 948.85 FEET, AN ARC LENGTH OF 34.88 FEET AND WHOSE LONG CHORD BEARD SOUTH 78° 37' 58" EAST A DISTANCE OF 34.88 FEET TO A MATHEMATICAL POINT; RUNNING THENCE SOUTH 79° 41' 17 EAST FOR 92.48 FEET TO THE POINT AND PLACE OF BEGINNING, AND MORE PARTICULARLY DESCRIBED BEING ALL OF TRACT 2A, CONTAINING 3.054 ACRES AND TRACT 2B, CONTAINING 1.730 ACRES ACCORDING TO SURVEY AND PLAT ENTITLED, FINAL PLAT MINOR SUBDIVISION FOR PATRICK O. JONES & SHANNON M. JONES," AS PREPARED BY HOLLAND LAND SURVEYING, DATED JUNE 29, 2009, REVISED JULY 17, 2008 AND RECORDED IN PLAT BOOK 106, PAGE 26, ORANGE COUNTY REGISTRY.

Town of Carrboro

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

Agenda Item Abstract

File Number:17-495

Agenda Date: 4/17/2018 **File Type:**Agendas

In Control: Board of Aldermen

Version: 1

TITLE:
Consider approval of Scholarships for Membership in the Carrboro Business Alliance for Minority and Women-Owned Businesses

PURPOSE: The purpose of this item is to consider allowing staff to utilize existing budgeted funds for implementation of a recommendation in the Economic Sustainability Plan

DEPARTMENT: Economic and Community Development

CONTACT INFORMATION: Annette Lafferty, AICP Economic and Community Development Director

INFORMATION: As staff has reported to the Board of Aldermen, the Carrboro Business Alliance has engaged the Chapel Hill-Carrboro Chamber of Commerce to help in managing/organizing the membership for the Carrboro Business Alliance. The Chamber is beginning a membership drive to involve more businesses. Teams are being recruited to reach out to businesses to join. The ECD Director has been asked to participate and has begun to build a Carrboro team. This membership drive presents the opportunity to implement a recommendation of the Economic Sustainability Plan to "support building social capital by offering scholarships in the Carrboro Business Alliance for low asset businesses." Staff would like to focus on minority and women-owned businesses and offer to pay for their 1st year's membership in the CBA as a way to bring those businesses more into community conversations and to help understand what the town can do to help them thrive.

FISCAL & STAFF IMPACT: Funds are currently available in the ECD budget under the Local Living Economy line item. Memberships would be capped at $5000 which would allow up to 10 new MWOB's to join the CBA

RECOMMENDATION:

Town of Carrboro

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

Agenda Item Abstract

File Number:17-491

Agenda Date: 4/17/2018 **File Type:**Agendas

In Control: Board of Aldermen

Version: 1

TITLE:
Request-to-Set a Public Hearing on Land Use Ordinance Amendments Relating to Boarding and Rooming Houses

PURPOSE: The purpose of this agenda item is for the Board of Aldermen to consider setting a public hearing on text amendments to the Land Use Ordinance relating to definitions and permit requirements for boarding houses and rooming houses.

DEPARTMENT: Planning

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

INFORMATION: The Town communicated with residents from the Lloyd-Broad neighborhood in the late summer and fall of 2017 related to the renovation of an existing home on Lloyd Street. On November 28th, the Board of Aldermen discussed possible modifications to regulations related to size and scale of residential buildings and occupancy/definitions of family; and subsequently, work on Land Use Ordinance amendments got underway. On February 20th, the Board received additional information from the Lloyd-Broad neighbors relating to these topics. Some concerns identified during the discussions had to with the definition of family and the related issues associated with increasing housing sizes. The Board requested that staff explore ways to tackle these issues.

A draft ordinance has been prepared that clarifies the definition of a boarding or rooming house in relation to both the number of rooms available to be rented as well as the number of unrelated individuals living in the overall dwelling unit. The ordinances goes on to amend the definition of family by distinguishing a potential group of unrelated individuals in a boarding house as something different from the standard family unit. As written these ordinance provisions will apply to all residential occupancies.

The change to the definition of family has brought attention to a need for the Town to establish provisions for reasonable accommodations per the Americans with Disabilities Act. A draft ordinance will be presented to the Board on this topic in May.

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

Agenda Date: 4/17/2018 **File Type:**Agendas

In Control: Board of Aldermen

Version: 1

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 June 5, 2018 and referred the proposed amendment to Orange County and the Planning Board.

Attachment A

A RESOLUTION SETTING A PUBLIC HEARING ON AN ORDINANCE AMENDING THE CARRBORO LAND USE ORDINANCE PROVISIONS WITH RESPECT TO BOARDING HOUSES AND ROOMING HOUSES

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 June 5, 2018, to consider adopting "An Ordinance Amending the Carrboro Land Use Ordinance with Respect to Boarding Houses and Rooming Houses."

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

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

☐ Appearance Commission

☐ Transportation Advisory Board

☐ Environmental Advisory Board

☐ Economic Sustainability Commission

☐ Recreation and Parks Commission

☐ Northern Transition Area Advisory Committee

☐ _____

☐ _____

This is the 17th day of April in the year 2018.

AN ORDINANCE AMENDING THE CARRBORO LAND USE ORDINANCE WITH RESPECT TO BOARDING HOUSES AND ROOMING HOUSES

****DRAFT 4-13-2018****

Be it ordained by the Carrboro Board of Aldermen as follows:

Section 1. Section 15-15 of the Carrboro Land Use Ordinance is amended as follows:

(a) The definition of the term "Boarding House" is amended to read as follows:

A residential use consisting of at least one dwelling unit having more than two rooms that are rented out or are designed or intended to be rented but which rooms, individually or collectively, do not constitute separate dwelling units, and which is occupied by more than four unrelated individuals. A rooming house or boarding house is distinguished from a tourist home in that the former is designed to be occupied by longer term residents (at least month-to-month tenants) as opposed to overnight or weekly guests, and is distinguished from a "group home" which is typically licensed or registered with the State and in which the residents live together under the care, control or supervision of another person or entity.

(b) The definition of the term "Family", is amended to read as follows:

One or more persons living together as a single housekeeping unit, provided that four or more persons not related by blood (within four degrees of consanguinity), marriage or law living in a rooming house or a boarding house shall not be considered a "family" for the purposes of this ordinance.

Section 2. All provisions of any Town ordinance or resolution in conflict with this ordinance are repealed.

Section 3. This ordinance is effective upon adoption.

The foregoing ordinance, having been submitted to a vote, received the following vote, and was duly adopted this ____ day of _____, 2018.

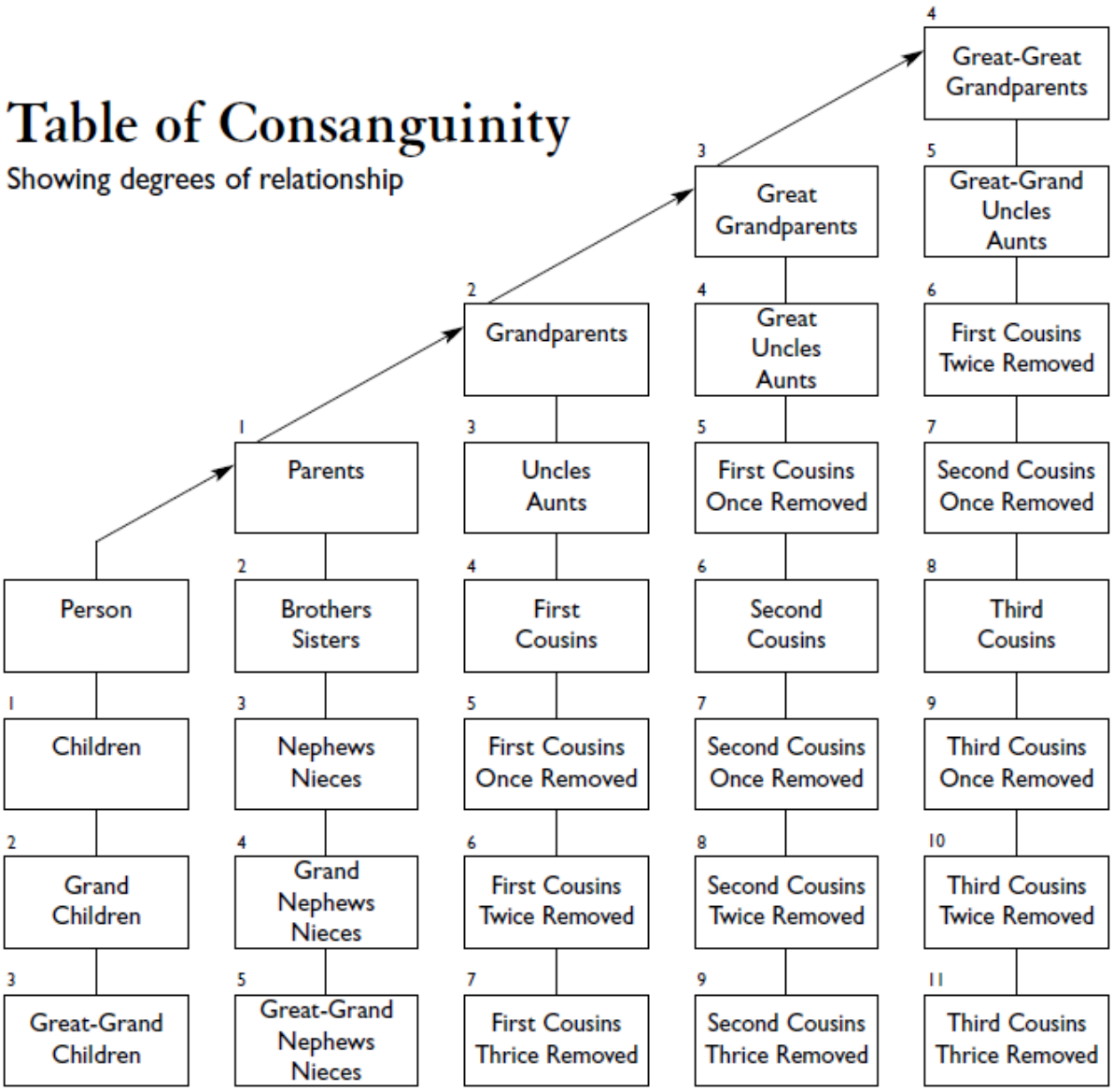
Ayes: ____

Noes: ____

Absent or Excused: ____

Table of Consanguinity

Showing degrees of relationship



Town of Carrboro

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

Agenda Item Abstract

File Number:17-493

Agenda Date: 4/17/2018 **File Type:**Agendas

In Control: Board of Aldermen

Version: 1

TITLE:
Request-to-Set a Public Hearing on a Land Use Ordinance Amendment to Establish a Lloyd/Broad/Sunset District

PURPOSE: The purpose of this agenda item is for the Board of Aldermen to consider setting a public hearing on a text amendment to the Land Use Ordinance that would create a new zoning overlay district.

DEPARTMENT: Planning

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

INFORMATION: The Town communicated with residents in the late summer and fall of 2017 related to the renovation of an existing home on Lloyd Street. On November 28th, the Board of Aldermen discussed some possible modifications to regulations related to size and scale of residential buildings and occupancy/definitions of family, and subsequently directed staff to begin work on possible amendments to the Land Use Ordinance.

Representatives from the Lloyd-Broad community attended the Board's February 20, 2018 meeting and to discuss their concerns relating to the increasing size of homes being built in the neighborhood, occupancy and parking, <https://carrboro.legistar.com/LegislationDetail.aspx?ID=3347013&GUID=1FCF58BF-91C2-47B3-93CB-366C2701E685&Options=&Search>=. The Board requested that staff examine different approaches to address these concerns.

A draft ordinance has been prepared that establishes a new overlay district for the Lloyd/Broad Street community with a focus on the size and scale of new buildings. The intent of the overlay district is guide new development to occur in a way that is in keeping with the existing fabric of the neighborhood-modest homes-and their relationship to the streetscape.

The table below reports on the status of follow-up to the actions requested by neighbors on February 20th.

Requested action	Follow-up
Zoning overlay	Provided herein
Occupancy limits of 3-4 unrelated individuals	Provided in boarding/rooming house item
Size, height, setback, and parking limitations	Provided herein

Rental registry	Staff is evaluating options
Rooming house regulations	Provided in boarding/rooming house item
Enforcement of all existing laws	Continue responding to complaints
Tracking of serial violators	Staff is evaluating options
Ticketing of parking violators	Underway
More stringent oversight of self-contractors/ exemption/12-month occupancy/lead, asbestos	Continue communicating with lead agencies; informing permittees of responsibilities regulated by other agencies
Increase 12-month occupancy to 2-3 years	Staff is evaluating options
Enforce existing definition of 5 unrelated individuals (fire code)	Staff is evaluating options

The Board of Aldermen must receive public comment before adopting amendments to the Land Use Ordinance. 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 June 5, 2018 and referred the proposed amendment to Orange County and the Planning Board.

Attachment A

A RESOLUTION SETTING A PUBLIC HEARING ON AN ORDINANCE AMENDING THE CARRBORO LAND USE ORDINANCE TO ESTABLISH A LLOYD/BROAD/SUNSET OVERLAY DISTRICT

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 June 5, 2018, to consider adopting "An Ordinance Amending the Carrboro Land Use Ordinance to Establish a Lloyd/Broad/Sunset Overlay District."

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

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

☐ Appearance Commission

☐ Transportation Advisory Board

☐ Environmental Advisory Board

☐ Economic Sustainability Commission

☐ Recreation and Parks Commission

☐ Northern Transition Area Advisory Committee

☐ _____

☐ _____

This is the 17th day of April in the year 2018.

AN ORDINANCE TO AMEND THE CARRBORO LAND USE ORDINANCE TO ESTABLISH A LLOYD/BROAD/ SUNSET OVERLAY DISTRICT

****DRAFT 4/13/2018****

BE IT ORDAINED BY THE CARRBORO BOARD OF ALDERMEN AS FOLLOWS:

Section 1. Article IX of the Carrboro Land Use Ordinance is amended to add a new Section 15-143.5 Lloyd/Broad/Sunset Overlay District, which provides as follows:

Section 15-143.5 Lloyd/Broad/Sunset Overlay District

(a) There is hereby created a Lloyd/Broad/Sunset Overlay District. The purpose of this District is to protect and preserve the character of the District and to establish special height, setback, mass and parking requirements applicable to lots within the District.

(b) Because the Lloyd/Broad/Sunset Overlay District is an overlay district, properties within this District are subject to the regulations applicable to the underlying zoning district, except as those regulations are modified or superseded by the requirements of this District which are set forth in Section 15-185.2 of this Chapter.

Section 2. Article XII of the Carrboro Land Use Ordinance is amended adding a new Section 15-185.2 - Lloyd/Broad/Sunset Overlay District requirements which reads as follows:

Section 15-185.2 Lloyd/Broad/Sunset Overlay District Requirements

(a) Lots within the Lloyd/Broad/Sunset Overlay District are subject to the requirements of this Section.

(b) The minimum front yard setback requirement applicable to lots within this District is 15 feet.

(c) The maximum height of any structure within this District shall be a vertical distance of twenty-five (25) feet measured from the floor of the main story of the residence at the front elevation to the top of the roof above the floor. Within this District it shall not be permitted to construct habitable basements, crawl spaces or garages beneath the finished first floor of the dwelling unit.

(d) Within this District, the maximum lot coverage of buildings or structures on the lot, including garages, shall not exceed twelve percent (12%) of the lot area or 1,000 square feet, whichever is less.

(e) Within this District, each improved lot must have at least two parking spaces plus one additional parking space for every three hundred feet (300) of heated living

area in excess of 1,000 square feet. A minimum of 600 square feet lot area must be available for parking.

Section 3. All provisions of any Town ordinance or resolution in conflict with this ordinance are repealed.

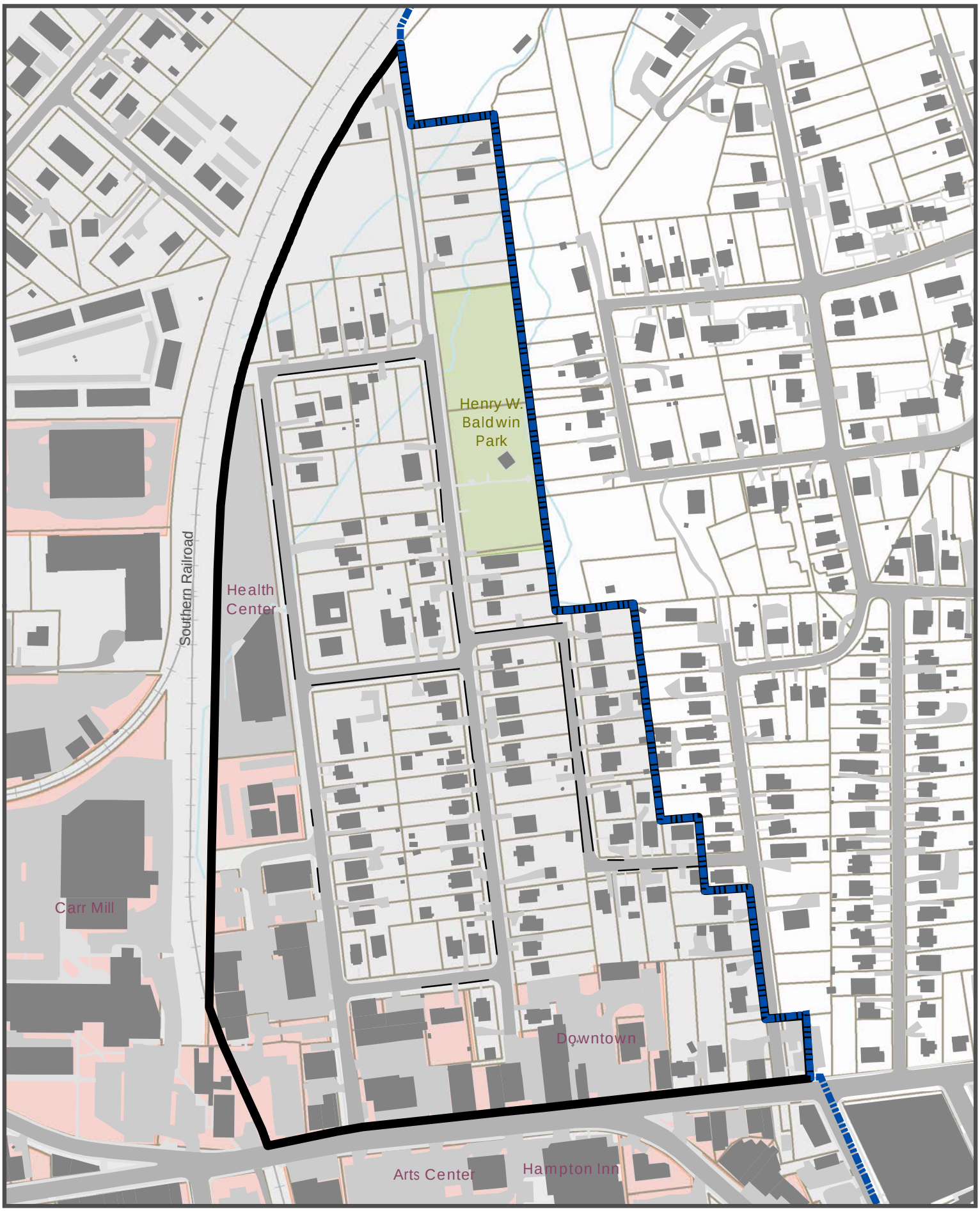
Section 4. This ordinance is effective upon adoption.

The foregoing ordinance, having been submitted to a vote, received the following vote, and was duly adopted this ____ day of _____, 2018.

Ayes: ____

Noes: ____

Absent or Excused: ____



Lloyd/Broad Neighborhood

Legend

Lloyd Broad Neighborhood

Town of Carrboro

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

Agenda Item Abstract

File Number:17-489

Agenda Date: 4/17/2018

File Type: Agendas

In Control: Board of Aldermen

Version: 1

TITLE:
Consideration of On-Street Parking Provisions in the Lloyd-Broad Neighborhood

PURPOSE: The purpose of this agenda item is for the Board of Aldermen to consider whether amendments to the Town Code relating to on-street parking in the Lloyd-Broad neighborhood would be beneficial.
DEPARTMENT: Planning

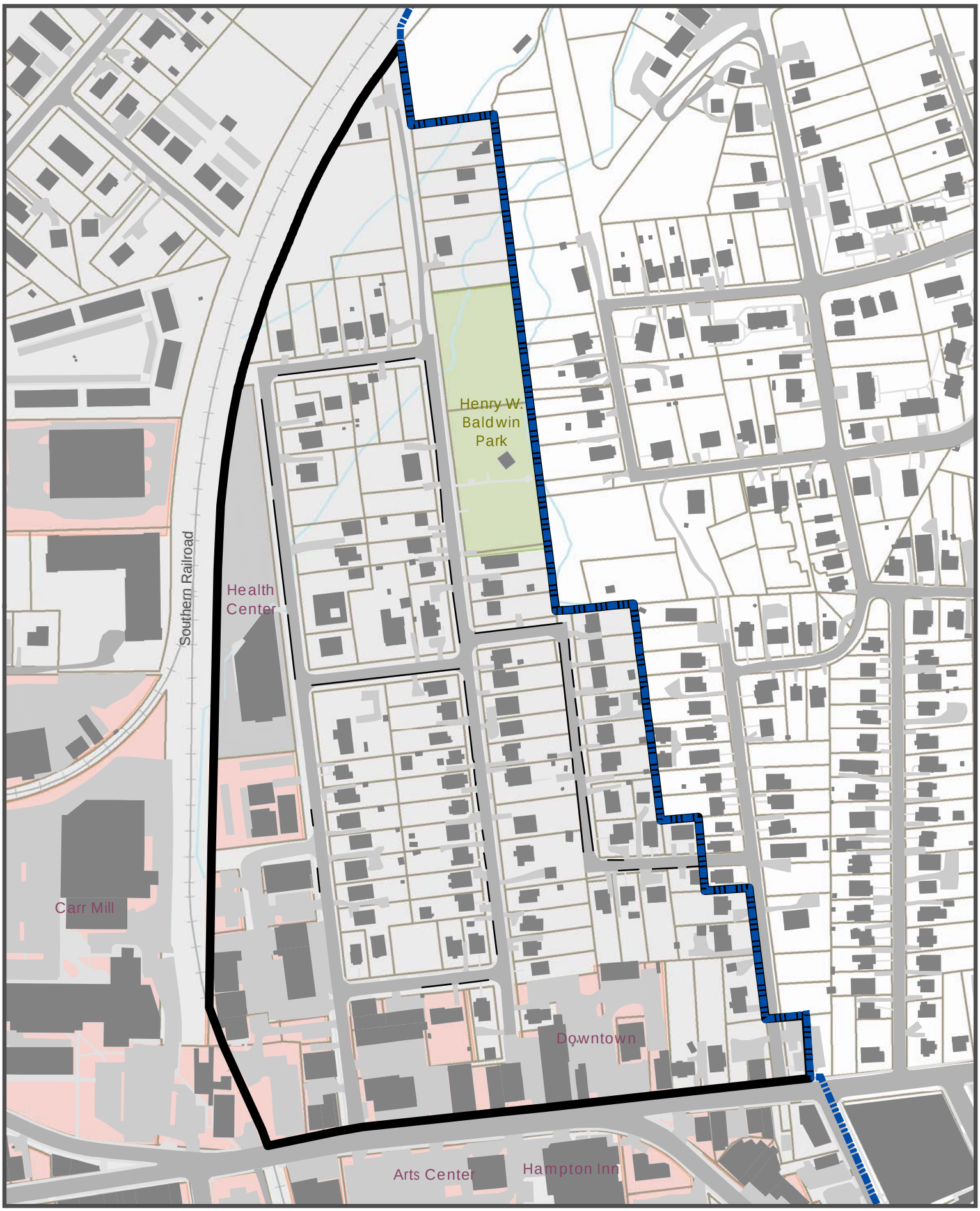
CONTACT INFORMATION: Christina Moon, 919-918-7325, cmoon@townofcarrboro.org <mailto:cmoon@townofcarrboro.org>; Patricia McGuire, 919-918-7327, pmcguire@townofcarrboro.org <mailto:pmcguire@townofcarrboro.org>

INFORMATION: As a follow up to the Board's discussion with the residents from the Lloyd-Broad neighborhood on February 20th and the previous consideration of Town Code amendments on Cobb Street, on June 6, 2017, staff has evaluated the existing conditions/behaviors as well as Town Code parking provisions for the Lloyd-Broad neighborhood. Based on this analysis, staff has identified three possible areas for modification: 1) relocating signage on Starlight to provide more clearance around street corners and better align with existing Town Code provisions, 2) increasing on-street parking on the south side of Cobb Street, and 3) refining parking sign location/messaging on Lloyd Street for clarification.

Following the Board discussion, staff anticipates preparing an ordinance to amend the Town Code for the Board's consideration on May 1st. The Board can considering acting on the amendments on June 5th in conjunction with the related items for the Lloyd-Board community.

FISCAL & STAFF IMPACT: None associated with discussing this matter.

RECOMMENDATION: Staff recommends that the Board of Aldermen review the information. The materials will be scheduled for Board action on June 5th.



Lloyd/Broad Neighborhood

Legend

Street Parking

Town of Carrboro

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

Agenda Item Abstract

File Number:17-499

Agenda Date: 4/17/2018

File Type: Agendas

In Control: Board of Aldermen

Version: 1

TITLE:
Request to Make an Appointment to the Transportation Advisory Board

PURPOSE: The purpose of this agenda item is for the Board of Aldermen to make an appointment to the Transportation Advisory Board

DEPARTMENT: Town Clerk

CONTACT INFORMATION: Cathy Dorando, 919-918-7309

INFORMATION: The Carrboro Transportation Advisory Board has one expiring term seat available for appointment. Applications were received from Allison Clonch, Jill Ricks, David Swan, and Linda Haac (current member/term expiring). Jill Ricks was appointed during the April 10, 2018 meeting and the remaining applicants are available for appointment. All applications, with an applicant information matrix, are provided for the Board of Aldermen to review in the resolution.

Colleen Barclay, the chair at the time of the submission of forms, completed forms for the Board to review as information.

Ballots will be provided for the Board of Aldermen during the meeting.

FISCAL & STAFF IMPACT: N/A

RECOMMENDATION: It is recommended that the Board adopt the resolution.

A RESOLUTION MAKING APPOINTMENTS TO THE TRANSPORTATION ADVISORY BOARD

Section 1: The Board of Aldermen hereby makes the following appointments:

Seat Designation	**Appointee**	**Term Expiration**
Member		2/2021

Catherine Dorando

From: noreply@civicplus.com
Sent: Wednesday, February 28, 2018 4:40 PM
To: Catherine Dorando; Sharmin Mirman
Subject: Online Form Submittal: Advisory Board Chair Recommendation Form

Advisory Board Chair Recommendation Form

Advisory Board Name	Transportation Advisory Board
Applicant Name	Allison Clonch
Outstanding Qualifications	Demonstrable interest and activity in issues related to planning and transportation. Enthusiasm.
How applicant compliments current board composition:	Young (we're currently a middle-aged bunch).
Other comments:	Students have come and gone from the TAB in my 4.5 years on it. They tend to bring knowledge and energy, but are often only members for a year or so.
Applicant Name	Jill Ricks
Outstanding Qualifications	None noted.
Other Comments:	Her expressed interest is related to gaining experience for a future town government seat. Jill would bring racial diversity to the TAB.
Applicant Name	David Swan
Outstanding Qualifications:	None noted.
Other Comments:	David seems sincerely interested in serving on the TAB.
Applicant Name	Linda Haac
Outstanding Qualifications:	Linda has been a member of the TAB since 2011.
Other Comments:	Before reappointment, perhaps Linda would be willing to commit to more regular attendance at meetings.

Catherine Dorando

From: noreply@civicplus.com
Sent: Wednesday, February 28, 2018 4:30 PM
To: Catherine Dorando; Sharmin Mirman
Subject: Online Form Submittal: Advisory Board Chair Applicant Summary and Contact Form

Advisory Board Chair Applicant Summary and Contact Form

Advisory Board Name:	Transportation Advisory Board
Applicant Name:	Linda Haac
Date of last contact with applicant	1/9/2018
Summary of Qualifications:	Linda has served on the TAB since 2011.
Advisory Board Chair reconfirmed applicant's interest in serving by phone or email:	Yes
If no, briefly explain	*Field not completed.*
Applicant attended advisory board meeting prior to BOA review:	Yes
If yes, date of advisory board meeting:	1/18/2018
Applicant has demonstrated a clear understanding of the time commitment, roles, and responsibilities of serving on the advisory board:	No
If no, briefly explain:	In the past year, Linda was absent from a substantial proportion of TAB meetings, due to family obligations. I suggest that her reappointment be contingent on a commitment to attend meetings more regularly.
In addition to your comments above, please check other qualities that	Gender diversity

the applicant offers that would help the Advisory Board meet its goals for community representation. Please note that candidates who do not meet any of these qualities are still eligible for appointment. Please communicate any urgent needs and priorities for Advisory Board composition to your Board of Aldermen Liaison.

If other, please explain: *Field not completed.*

Email not displaying correctly? View it in your browser.

Catherine Dorando

From: noreply@civicplus.com
Sent: Monday, February 12, 2018 11:51 AM
To: Catherine Dorando; Sharmin Mirman
Subject: Online Form Submittal: Advisory Board Chair Applicant Summary and Contact Form

Advisory Board Chair Applicant Summary and Contact Form

Advisory Board Name:	Transportation Advisory Board
Applicant Name:	David Swan
Date of last contact with applicant	2/1/2018
Summary of Qualifications:	David has attended meetings of the Carrboro Bicycle Coalition, where he was an active participant. His background is in marketing (not directly applicable) but he notes that he is experienced in collecting information from stakeholders and building consensus.
Advisory Board Chair reconfirmed applicant's interest in serving by phone or email:	Yes
If no, briefly explain	*Field not completed.*
Applicant attended advisory board meeting prior to BOA review:	Yes
If yes, date of advisory board meeting:	2/1/2018
Applicant has demonstrated a clear understanding of the time commitment, roles, and responsibilities of serving on the advisory board:	Yes
If no, briefly explain:	*Field not completed.*
In addition to your comments above, please check other qualities that	*Field not completed.*

the applicant offers that would help the Advisory Board meet its goals for community representation. Please note that candidates who do not meet any of these qualities are still eligible for appointment. Please communicate any urgent needs and priorities for Advisory Board composition to your Board of Aldermen Liaison.

If other, please explain: *Field not completed.*

Email not displaying correctly? View it in your browser.

Catherine Dorando

From: noreply@civicplus.com
Sent: Monday, February 12, 2018 11:47 AM
To: Catherine Dorando; Sharmin Mirman
Subject: Online Form Submittal: Advisory Board Chair Applicant Summary and Contact Form

Advisory Board Chair Applicant Summary and Contact Form

Advisory Board Name:	Transportation Advisory Board
Applicant Name:	Allison Clonch
Date of last contact with applicant	2/1/2018
Summary of Qualifications:	Allison is a student in the UNC Department of City and Regional Planning. She currently serves as a GoTriangle Transit Ambassador; formerly a Wake County resident, she was active there in WakeUp Wake County Transportation and Environmental Boards, including advocating t=for Wake County's major 2016 Transportation referendum. Allison notes that she has extensive training in mediation and conflict resolution. She is very enthusiastic about joining the TAB.
Advisory Board Chair reconfirmed applicant's interest in serving by phone or email:	Yes
If no, briefly explain	*Field not completed.*
Applicant attended advisory board meeting prior to BOA review:	Yes
If yes, date of advisory board meeting:	*Field not completed.*
Applicant has demonstrated a clear understanding of the time commitment, roles, and responsibilities of serving on the advisory board:	Yes
If no, briefly explain:	*Field not completed.*

In addition to your comments above, please check other qualities that the applicant offers that would help the Advisory Board meet its goals for community representation. Please note that candidates who do not meet any of these qualities are still eligible for appointment. Please communicate any urgent needs and priorities for Advisory Board composition to your Board of Aldermen Liaison.	Gender diversity, Previous public service or community involvement
If other, please explain:	*Field not completed.*

Email not displaying correctly? View it in your browser.

Sharmin Mirman

From: Catherine Dorando
Sent: Wednesday, December 06, 2017 3:31 PM
To: Sharmin Mirman
Subject: FW: Online Form Submittal: Advisory Board Application

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From: noreply@civicplus.com [mailto:noreply@civicplus.com]
Sent: Wednesday, November 08, 2017 1:24 PM
To: Catherine Dorando; Sharmin Mirman
Subject: Online Form Submittal: Advisory Board Application

Advisory Board Application

First Name	Allison
Last Name	Clonch
Date	11/8/2017
Address1	107 Hill St
Address2	Apt B
City	Carrboro
State	NC
Zip	27510
Is this address located within the corporate limits of the Town of Carrboro?	Yes
Is this address located within the Town's ETJ, Planning Jurisdiction, or Northern Transition Area?	No
Telephone	9198025573
Email Address	acclonch@live.unc.edu
Date of Birth	1/6/1993

Race	White
Sex	Female
Occupation	Student
Are you a registered Orange County Voter?	Yes
Length of Residence in Orange County	2 years
Length of Residence in the Town of Carrboro	2 years
I wish to be considered for appointment to the following committee/board(s) (Do Not Select More Than Two):	Planning Board, Transportation Advisory Board
Other (advisory board not listed):	*Field not completed.*
Advisory Board Preference	Planning Board
*Employer/Self Employed	UNC Chapel Hill/RTI International
Number of Years Employed	2 years/Less than 1 year
* Provide examples of how you are involved in the promotion of travel and tourism in the Town of Carrboro.	N/A
Community Activities/Organizational Memberships	I am primarily active in the community through my role as a student in the Department of City and Regional Planning and Gillings School of Global Public Health at UNC. I currently serve as a GoTriangle Tansit Ambassador - a position I have held for two years. Additionally, I was involved in last year's Carrboro Complete Streets festival. I also participated in the campaign of Allen Buansi for Chapel Hill Town Council this year, a pursuit in which he was successful. I was also vocal at many public meetings on the subject of the Durham-Orange Light Rail project plan that was recently approved. Before

	moving to Carrboro, I was a resident of Wake County, where I was active in WakeUp Wake County Environment and Transportation Committees, and I was extremely active in advocating for the approval of Wake County's major transit referendum of 2016.
Experience to Aid You in Working on Advisory Boards	All of my above experience will aid me in working on an advisory board. Additionally, my schooling and education in urban planning has provided me with key insights into the functioning of local government. I have experience working with diverse communities and handling sensitive issues. I have had extensive training in mediation and conflict resolution, and I am an excellent verbal and written communicator.
Reasons You Wish to be Appointed	I would like to be more connected to my community and be able to advocate for changes that benefit everyone that resides in Carrboro. I would also like to gain more hands-on experience with local governmental processes to aid in my professional development for my future career as a public servant.
Have you ever served on any Town of Carrboro Committee or Board?	No
If yes, which one(s)?	*Field not completed.*
Are you currently serving on a Town Board or Committee?	No
If yes, are you applying for a third consecutive term?	No
If yes, please describe how you meet one, or more, of the following exceptions noted below. *Members of the Board of Adjustment, Environmental Advisory Board, Human Services Advisory Commission, and Transportation Advisory Board may be reappointed to successive terms without limitation (Sections 15-29(c), 15-45(c) 3-7(d), 3-24(c))	N/A

Rebecca Buzzard

From: noreply@civicplus.com
Sent: Tuesday, October 17, 2017 4:39 PM
To: Catherine Dorando
Subject: Online Form Submittal: Advisory Board Application

Advisory Board Application

Name	David Swan
Date	10/17/2017
Address1	506 Bolin Creek Dr
Address2	*Field not completed.*
City	Carrboro
State	NC
Zip	27510
Is this address located within the corporate limits of the Town of Carrboro?	Yes
Telephone	9193818222
Email Address	nawsdivad@gmail.com
Date of Birth	8/14/1977
Race	White
Sex	Male
Occupation	Marketer
Are you a registered Orange County Voter?	Yes
Length of Residence in Orange County	10 years
Length of Residence in the Town of Carrboro	10 years

I wish to be considered for appointment to the following committee/board(s) (Do Not Select More Than Three):	Affordable Housing Advisory Commission, Safe Routes to School Implementation Committee, Transportation Advisory Board
Other (advisory board not listed):	*Field not completed.*
Advisory Board Preference	Transportation Advisory Board 1
*Employer/Self Employed	Self Employed
Number of Years Employed	1
* Provide examples of how you are involved in the promotion of travel and tourism in the Town of Carrboro.	*Field not completed.*
Community Activities/Organizational Memberships	Member of the Carrboro Bike Coalition/Bike Carrboro
Experience to Aid You in Working on Advisory Boards	My experience working in marketing have provided me with good communication skills, but, more importantly, I am a great listener. I am adept at collecting information from all stakeholders and building consensus on where to focus our efforts to move forward.
Reasons You Wish to be Appointed	Quite simply, I want to be a part of the process of making Carrboro an even better place to live. My wife, who works at Piedmont Health as a dentist, and I own a home in the Bolin Forest neighborhood, where I am also the HOA president. My 3 year old daughter was born here, and we want to make this community an even better and more inclusive place for her to grow up in. My passion is for bike and pedestrian planning, because I think that improvements in those areas will make the community better for everyone. But that is also why I am interested in the Safe Routes to School committee, and the Affordable Housing Commission. The more effective that we are, as a community, in making our great town accessible to everyone, the more that we will grow culturally and economically.

Have you ever served on any Town of Carrboro Committee or Board?	No
If yes, which one(s)?	*Field not completed.*
Are you currently serving on a Town Board or Committee?	No
If yes, are you applying for a third consecutive term?	No
If yes, please describe how you meet one, or more, of the following exceptions noted below. *Members of the Board of Adjustment, Environmental Advisory Board, Human Services Advisory Commission, and Transportation Advisory Board may be reappointed to successive terms without limitation (Sections 15-29(c), 15-45(c) 3-7(d), 3-24(c))	Not applicable.

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Rebecca Buzzard

From: noreply@civicplus.com
Sent: Thursday, February 01, 2018 7:57 PM
To: Catherine Dorando; Rebecca Buzzard; Julie Eckenrode
Subject: Online Form Submittal: Advisory Board Application

Advisory Board Application

First Name	Linda
Last Name	Haac
Date	2/1/2018
Address1	102 Mill Rock Ct.
Address2	*Field not completed.*
City	Carrboro
State	NC
Zip	27510
Is this address located within the corporate limits of the Town of Carrboro?	Yes
Is this address located within the Town's ETJ, Planning Jurisdiction, or Northern Transition Area?	No
Telephone	919-357-20
Email Address	Lindahaac@yahoo.com
Date of Birth	2/19/1949
Race	Native American/wwhite
Sex	Female
Occupation	Writer

Are you a registered Orange County Voter?	Yes
Length of Residence in Orange County	42 years
Length of Residence in the Town of Carrboro	24 years
I wish to be considered for appointment to the following committee/board(s) (Do Not Select More Than Two):	Planning Board, Transportation Advisory Board
Other (advisory board not listed):	*Field not completed.*
Advisory Board Preference	TAB
*Employer/Self Employed	Self
Number of Years Employed	40
* Provide examples of how you are involved in the promotion of travel and tourism in the Town of Carrboro.	*Field not completed.*
Community Activities/Organizational Memberships	Serve on Carrboro TAB, also on advisory board of Friends of Bolin Creek. Have serverd as CH-Carrboro PTA President as well as PTA Council President. Been schools advocate for years. Instrumental in preservation and acquisition of the Adams Tract, along with many other community activities.
Experience to Aid You in Working on Advisory Boards	Several years in TAB, including serving as chair. Interest in representing all of Carrboro, including Northern Carrboro and underserved communities.
Reasons You Wish to be Appointed	To provide diversity to TAB and represent wide variety of stakeholders, as well as to ensure safety of our transportation efforts/infrastructure.

Have you ever served on any Town of Carrboro Committee or Board?	Yes
If yes, which one(s)?	TAB
Are you currently serving on a Town Board or Committee?	Yes
If yes, are you applying for a third consecutive term?	Yes
If yes, please describe how you meet one, or more, of the following exceptions noted below. *Members of the Board of Adjustment, Environmental Advisory Board, Human Services Advisory Commission, and Transportation Advisory Board may be reappointed to successive terms without limitation (Sections 15-29(c), 15-45(c) 3-7(d), 3-24(c))	Diversity, voice for wider community in terms of stakeholders, long-term significant knowledge of challenges facing Carrboro in terms of transportation, including bike and pedestrian needs. Ability to balance multiple needs and voices.

Information Matrix
Transportation Advisory Board

	Name	Address	Corporate Limits of Carrbor	Year of Birth	Length of Residence in Carrboro	Gender	Race/Ethinicity	Occupatio	Past Advisory Board Experience	Community Activities
Current Member	Kurt Stolka	102 Todd Street	Yes	1981	6 Years	Male	Western Slav	Transportation Planner	Yes	TABexperience, currently working professionally as a transportation planner at UNC.
Current Member	Diana McDuffee	2226 Pathway Drive	Yes	1948	27 Years	Female	White	Librarian	Yes	Former Alderman, Employment at UNC, TAB, Friends of Carrboro Library Board
Current Member	Colleen Barclay, Chair	116 Pine Street	Yes	1957	5 years	Female	White	Research Associate	Yes	Carrboro Bicycle Coalition, Kidical Mass, the Rogers Road Community Center Bike Rodeo, and Friday Night Lights.
Current Member	John Nicopoulos	245 Sweet Bay Place	Yes	1951	12 Years	Male	White	Semi-Retired Attorney	Yes	TAB, Cyclist, Attorney
Current Member	Robert Dow	105 Pine Street	Yes	1978	11 Years	Male	Caucasian	IT Systems Admin	Yes	Resident, cyclist, driver, pedestrian, parent.

Information Matrix
Transportation Advisory Board

	Name	Address	Corporate Limits of Carrbor	Year of Birth	Length of Residence in Carrboro	Gender	Race/Ethinicity	Occupatio	Past Advisory Board Experience	Community Activities
Current Member/Applicant	Linda Haac	102 Millrock Court	Yes	1949	24 Years	Female	Native American/White	Writer	Yes	TAB, Friends of Bolin Creek, CH-Carrboro PTA
Applicant	Allison Clonch	107 Hill Street	Yes	1993	2 Years	Female	White	Student	No	Student City and Regional Planning, Gillings School of Global Public Health, GoTriangle Transit Ambassador, Complete Streets Festival, Allen Buansi for CH Town Council Campaign participant
Applicant	Jill Ricks	306 Estes Drive	Yes	Unknown	1 Year	Unkown	Unkown	Unkown	Unkown	International City/County Management Association
Applicant	David Swan	506 Bolin Creek Drive	Yes	1977	10 Years	Male	White	Marketer	No	Communication skills, listening, HOA president (Bolin Forest)