



Town of Carrboro

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

Meeting Agenda Board of Aldermen



Tuesday, November 13, 2018

7:30 PM

Board Chambers - Room 110

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

1. [17-651](#) Charges Issued to Recently Appointed Advisory Board Members
2. [17-693](#) 2018 Carrboro Citizen's Academy Graduation

PURPOSE:

B. ANNOUNCEMENT OF UPCOMING MEETINGS

C. REQUESTS FROM VISITORS AND SPEAKERS FROM THE FLOOR

D. CONSENT AGENDA

1. [17-701](#) Approval of October 16, 2018 Meeting Minutes
2. [17-690](#) A Resolution Canceling the November 20, 2018 Board of Aldermen Meeting

PURPOSE: The purpose of this item is to cancel the Board's November 20, 2018 meeting.

Attachments: [ATTACHMENT A - RESOLUTION](#)

3. [17-698](#) Solid Waste Interlocal Agreement

PURPOSE: The purpose for this agenda item is to provide the Solid Waste interlocal Agreement to the Board for consent to enter into agreement with Orange County, towns of Hillsborough and Chapel Hill, UNC, and UNC-Health.

Attachments: [Interlocal Agreement for 11-13-18](#)

4. [17-694](#) Budget Amendment for Dr. Martin Luther King Jr. Park Capital Project Ordinance
PURPOSE: The purpose of this agenda item is for the Board of Aldermen to consider a budget amendment to provide additional funds for construction of the Dr. Martin Luther King Jr. Park.
Attachments: [Attachment A - MLK PROJECT ORDINANCE 10-15-2018](#)
[Attachment B - Copy of Side-by-side comparison Unit Cost Spreadsheet -MLK Park ALM](#)
5. [17-703](#) Legal Notice to Proceed with construction of Dr. Martin Luther King Jr. Park.
PURPOSE: The purpose of this agenda item is to notify the public of the Dr. Martin Luther King Jr. Park construction should the Board of Aldermen approve the budget amendment.
Attachments: [Attachment A - LEGAL NOTICE](#)
6. [17-705](#) Economic Development Report for the month of November
PURPOSE: The purpose of this agenda item is to update the Board on economic development activity within the Town.
Attachments: [November Economic Development Report](#)

E. PUBLIC HEARING

1. [17-700](#) Continuation-2 of the Public Hearing Sanderway AIS CUP - Update and Request for further Continuation

PURPOSE: To provide the Board with an update and to request that the Sanderway AIS CUP Public Hearing be further continued to January 15th, 2019 (see Attachment D for resolution to continue).

The staff report and attachments from the June 26th agenda item can be found here:

[<https://carrboro.legistar.com/LegislationDetail.aspx?ID=3537424&GUID=CFD77242-853A-4186-BEA0-70C87392524C&Options=&Search>](https://carrboro.legistar.com/LegislationDetail.aspx?ID=3537424&GUID=CFD77242-853A-4186-BEA0-70C87392524C&Options=&Search>)

Project Plans can be found here:

[<http://carrboro.legistar.com/gateway.aspx?M=F&ID=90e52895-5e97-498a-8a69-a4e64789eb15.pdf>](http://carrboro.legistar.com/gateway.aspx?M=F&ID=90e52895-5e97-498a-8a69-a4e64789eb15.pdf)

The staff updates and attachments from the October 16th agenda item can be found here:

[<https://carrboro.legistar.com/MeetingDetail.aspx?ID=639297&GUID=D56E77D3-FD58-4CD7-B936-64008CECBE93&Options=&Search>=>](https://carrboro.legistar.com/MeetingDetail.aspx?ID=639297&GUID=D56E77D3-FD58-4CD7-B936-64008CECBE93&Options=&Search>=>)

Attachments: [Attachment A - Vicinity and Utility Map](#)
[Attachment B -Staff Memo re storm frequency](#)
[Attachment C - Further updated draft conditions](#)
[Attachment D- Sanderway CUP Public Hearing Continuation Resolution](#)

F. OTHER MATTERS

1. [17-689](#) Consider Approval of Final Design Concept for Town of Carrboro Wayfinding System

PURPOSE: The purpose of this item is for the Board to give consider approval of the final design concept for the Town of Carrboro wayfinding system.

Attachments: [Attachment 1 - Carrboro Wayfinding Final Design for Board Approval](#)
[Attachment 2 - Carrboro Estimate of Probable Cost](#)

2. [17-697](#) Concept for Town Facilities Master Plan

PURPOSE: The purpose of this agenda item is to present to the BOA concepts for developing a facilities master plan in order to provide necessary information to identify needed repairs, upgrades and modifications to town facilities.

3. [17-687](#) Discussion of Board of Aldermen Meeting Schedule

PURPOSE: The purpose of this item is to allow the Board of Aldermen to review their current meeting schedule and possibly discuss revisions.

G. MATTERS BY BOARD MEMBERS

H. MATTERS BY TOWN MANAGER

I. MATTERS BY TOWN ATTORNEY

**J. CLOSED SESSION - NCGS 143-318.11 (a) (4) - ECONOMIC DEVELOPMENT
MATTER**



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Agenda Item Abstract

File Number:17-651

Agenda Date: 11/13/2018

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) Youth Advisory Board Members

- Ananya Saravanan
- Connor Lopez
- Danielle Kaufman-Sedano
- Demi Wang
- Jack Morgan
- Jowan Murdaugh
- Keir Johnson
- Maxwell Berner
- Reid Barker
- Spencer Hayden
- Zara Waheed

2) Appearance Commission -

- Nicholas Johnson

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- Hallee Haygood
- Vickie Brown



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Agenda Item Abstract

File Number:17-693

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Version: 1

TITLE:

2018 Carrboro Citizen's Academy Graduation

PURPOSE:

DEPARTMENT:

CONTACT INFORMATION:

INFORMATION:

FISCAL & STAFF IMPACT:

RECOMMENDATION:



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Approval of October 16, 2018 Meeting Minutes



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Agenda Item Abstract

File Number:17-690

Agenda Date: 11/13/2018

File Type:Agendas

In Control: Board of Aldermen

Version: 1

TITLE:

A Resolution Canceling the November 20, 2018 Board of Aldermen Meeting

PURPOSE: The purpose of this item is to cancel the Board's November 20, 2018 meeting.

DEPARTMENT: Town Clerk

CONTACT INFORMATION: Cathy Dorando, 919-7309

INFORMATION: The resolution attached cancels the November 20, 2018.

FISCAL & STAFF IMPACT: None

RECOMMENDATION: Staff recommends that the Board adopt the attached resolution.

A RESOLUTION CANCELING THE NOVEMBER 20, 2018 BOARD OF ALDERMEN MEETING

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

Section 1. The November 20, 2018 Board of Aldermen meeting is canceled.



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Agenda Item Abstract

File Number: 17-698

Agenda Date: 11/13/2018

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Version: 1

TITLE:

Solid Waste Interlocal Agreement

PURPOSE: The purpose for this agenda item is to provide the Solid Waste interlocal Agreement to the Board for consent to enter into agreement with Orange County, towns of Hillsborough and Chapel Hill, UNC, and UNC-Health.

DEPARTMENT: Public Works

CONTACT INFORMATION: Joe Guckavan, jguckavan@townofcarrboro.org, 919-918-7427

INFORMATION: The Interlocal Agreement between Orange County and the Towns of Carrboro, Chapel Hill, and Hillsborough regarding the provision of solid waste and recycling programs and services and disposition of solid waste and recyclables within Orange County.

Much thought and labor has gone into this agreement by Managers, staff and legal counsel from the Towns of Carrboro, Chapel Hill, and Hillsborough, Orange County, UNC and UNC-Health.

Orange County and Hillsborough are seeking approval from their boards at their November 13th meeting. Chapel Hill has scheduled November 28th for their Board.

Below is an executive summary of the agreement:

OVERVIEW

The Interlocal Agreement (Agreement) is intended to foster cooperation and collaboration between the County and the Towns (Parties) regarding matters related to solid waste management. The Agreement provides a flexible framework in which the Parties can make decisions for their mutual benefit to meet the evolving needs of the community while continuing to model environmental excellence and leadership exhibited by the intergovernmental partnership. This collaborative agreement is established and maintained based on cooperative trust among the Parties that is essential to the effective implementation of the Agreement and the local management of high quality solid waste and recycling services, programs, and facilities.

BACKGROUND

Orange County and the Towns located within the county have successfully worked together for over 45 years to provide the community with solid waste and recycling services. As a result of this longstanding partnership, Orange County is recognized as an innovative leader in recycling and resource management. The Agreement is a mechanism for establishing how the partnership will function into the future, ensuring our community continues to be an effective leader in waste reduction and resource management.

PARTIES

The Parties to the Agreement are Orange County, the Town of Chapel Hill, the Town of Carrboro and the Town of Hillsborough. While UNC Healthcare and the University of North Carolina-Chapel Hill (UNC-CH) are important stakeholders to the County and the Towns for planning current and future solid waste management, they are not parties to the Agreement. The Agreement acknowledges the vital role they play by continuing their participation on the Solid Waste Advisory Group and the Management and Oversight Committee.

TERM

The Agreement continues until terminated by the Parties. An individual Party may withdraw upon sufficient notice and, in recognizing the economic effect on the other Parties, the payment of a withdrawal fee.

GOVERNANCE

The Agreement establishes a Management Oversight Committee (“MOC”) made up of the County Manager and the Manager from each Town. In addition, UNC-CH and UNC Healthcare are invited to designate one representative from each entity to participate as non-voting members. The MOC provides a forum for the Managers and representatives from UNC-CH and UNC Healthcare to discuss issues related to solid waste and recycling programs, facilities and services, the operation and management of the enterprise and the rate structure and budget for the enterprise.

The Agreement also formally continues the Solid Waste Advisory Group with UNC and UNC-Health having voting rights except as to setting the Solid Waste programs fee.

PROGRAMS, SERVICES AND FACILITIES

The Agreement continues the current programs, services and facilities provided by the County to the Towns, and ensures that significant changes to them would be considered by SWAG. Towns will notify MOC of any initiative that may impact the County programs, services and facilities; recognizes that initiatives within one jurisdiction have potential to impact all jurisdictions and funding

SOLID WASTE PROGRAMS FEE

The Agreement requires that the County maintain a county-wide Solid Waste Programs Fee, and fee increases will be brought forward to MOC and presented to SWAG. If the increase is necessary for the County to fully pay for the provision of the programs, services and facilities contemplated by the terms of the Agreement or

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meet contractual obligations with any contractor engaged in providing any of the programs, services or facilities contemplated by the Agreement, the County has the option to terminate the Agreement as it applies to any Town that fails to approve the Fee increase.

FISCAL & STAFF IMPACT: There is no immediate financial impact in the approval of the Agreement.

RECOMMENDATION: Staff recommends the Board authorize the manager to enter into the Solid Waste Interlocal Agreement.

**INTERLOCAL AGREEMENT BETWEEN ORANGE COUNTY AND THE TOWNS OF
CARRBORO, CHAPEL HILL, AND HILLSBOROUGH REGARDING THE PROVISION
OF SERVICES RELATED TO AND THE DISPOSITION OF SOLID WASTE AND
RECYCLABLES IN ORANGE COUNTY**

THIS AGREEMENT, made and entered into this ____ day of _____, 2018 between Towns of Carrboro, Chapel Hill, and Hillsborough, North Carolina municipal corporations, of Orange County, North Carolina (hereinafter referred to individually as the “Town” and jointly as “Towns”); and Orange County, a political subdivision of the State of North Carolina (hereinafter referred to as the “County”), for the provision of solid waste and recycling programs and services and disposition of solid waste and recyclables within Orange County. (County and Towns may be referred to individually as “Party” and collectively as the “Parties”).

The Parties also acknowledge that UNC Healthcare and the University of North Carolina – Chapel Hill (“UNC-CH”) are important stakeholders in the County and the Towns’ planning for current and future solid waste management. While UNC Healthcare and UNC-CH are not parties to this Agreement, the Parties acknowledge the vital role they play and further acknowledge their intention to invite participation by UNC Healthcare and UNC-CH in future planning and decision-making with respect to the issues covered by this Agreement.

The purpose of this Agreement is to foster the continued relationship of cooperation and collaboration between the County, and the Towns, which has proved successful for 45 years, to provide flexibility to meet the evolving needs of the community and to continue the model of environmental excellence and leadership exhibited by the intergovernmental partnership. This collaborative agreement is established and maintained based on cooperative trust among the Parties that is essential to the effective implementation of this Agreement and the management of high quality local solid waste and recycling services, programs, and facilities.

WITNESSETH

WHEREAS, the County, and Towns are public bodies, politic and corporate, under the laws of the State of North Carolina and are vested with the power and authority by Article 20 of North Carolina General Statutes Chapter 160A to enter into this Inter-local Agreement (hereinafter referred to as the “Agreement”); and

WHEREAS, the County operates and/or contracts for the operation of solid waste and/or recyclable materials collections services in the jurisdictions of the County and Towns; and

WHEREAS, the County and Towns desire to establish procedures, policies, rights, and responsibilities for (1) the collection, transport, and disposition of solid waste, construction and demolition materials, compostable materials, recyclable materials, and programs related thereto (the “Services”); (2) the Waste and Recycling Centers, Drop Off Sites, C&D Landfill and closed Landfill Sites (the “Facilities”) and (3) the programs related to the Services and Facilities (the “Programs”) .

NOW, THEREFORE, in consideration of the foregoing and on mutual promises and obligations set forth herein, the receipt and sufficiency of which is hereby acknowledged, the County and Towns agree as follows:

1. TERM AND TERMINATION

This Agreement will become effective upon execution by each Town and the County and remain in effect until either (i) terminated by written agreement of the Parties, or (ii) two or more of the Parties withdraw. Any Party may withdraw upon giving all other Parties a 12 month written notice of its intent to withdraw. Upon the effective date of withdrawal, the withdrawing Party shall pay to the County an amount (i.e., "Termination Amount") equal to the number of billed units within the withdrawing Party's jurisdiction multiplied by the annual Solid Waste Programs Fee in effect on the effective date of withdrawal. Each Party's Termination Amount shall be calculated by the County based upon the number of billed units in each Party's jurisdiction based on the most current data maintained by the Orange County Solid Waste Department. A table indicating each Party's number of units billed the Solid Waste Programs Fee as of the effective date of this Agreement is attached as Appendix A and shall be updated by the County on an annual basis. If the County is the withdrawing Party, the County shall be responsible for the full amount of debt owed or incurred by the County's solid waste enterprise fund and a Termination Amount for each municipality that is equivalent to that municipality's Termination Amount as calculated above. The County shall directly pay each municipality this Termination Amount upon the County's effective date of withdrawal. The County will, upon request or notice of a termination of or withdrawal from this Agreement, revise Appendix A to reflect the then current data.

2. GOVERNANCE

- A. The County is responsible for financing (including rate setting within the guidelines of this agreement), management and regulation of existing countywide solid waste facilities and programs as well as coordinating recycling, reuse and waste reduction services among the Towns and providing Services to unincorporated areas of the County. Because the County has a significant impact on the overall efficiency and effectiveness of solid waste management within the County, it shall seek the collaboration and assistance of the parties to this agreement including as appropriate UNC Health Care and UNC – Chapel Hill. See Appendix C illustrating the process for changes to solid waste program fees and significant changes to solid waste recycling Services, Programs, and Facilities.
- B. The Board of Orange County Commissioners approved at their June 3, 2014, meeting the creation of the Solid Waste Advisory Group (SWAG). The SWAG is a multijurisdictional task force created to articulate, investigate and propose collaborative solutions for solid waste issues confronting Orange County; the towns of Carrboro, Chapel Hill, and Hillsborough; UNC-Chapel Hill; and UNC-Healthcare.

The charge to the SWAG at the outset was to define the nature, scope, and timing of the solid waste issues to be considered, including but not limited to:

- 1. an inter-local agreement on solid waste;
- 2. reducing solid waste that is not recycled;
- 3. recycling opportunities and services;
- 4. siting a transfer station or landfill within the county;

5. supporting public education on solid waste issues;
6. construction and demolition waste;
7. assuring long-term partnership of the entities involved through an inter-local agreement on waste handling and disposal;
8. addressing equitable funding and mechanisms for establishing fees and making future joint decisions;
9. future use of closed landfill sites;
10. investigation of partnership possibilities involving neighboring jurisdictions;
11. feasibility of innovative and cost-effective, environmentally-sound methods of disposal of solid waste beyond burial;
12. potential inclusion of bio-solids in long-range disposal plans;
13. emergency storm debris planning; and
14. treatment of communities impacted by siting of any facilities either within Orange County or beyond its borders to receive shipments of our waste.

The above charge serves as a general and overarching guide for the SWAG. SWAG shall continue under the terms of this Agreement and receive recommendations from the Management Oversight Committee established pursuant to paragraph 11C.

SWAG is a public body. SWAG meetings are open to the public and provide opportunities for public comment.

The composition of SWAG is as follows:

Special Representation	Number of Representatives
Orange County Commissioner	2
Town of Chapel Hill Council Member	2
Town of Carrboro Alderman	2
Town of Hillsborough Commissioner	2
UNC-Chapel Hill	1
UNC Healthcare Representatives	1

Each representative shall have one vote on any matter coming before SWAG, provided however, the representatives of UNC-Chapel Hill and UNC-Healthcare shall not vote on any recommendation to change the solid waste program fee.

- C. A Management and Oversight Committee (MOC) is hereby created to consist of the Orange County Manager, the Carrboro Town Manager, the Chapel Hill Town Manager and the Hillsborough Town Manager (or their designees). In addition, UNC-Chapel Hill and UNC Health Care will be invited to designate one (1) representative from each entity to participate as non-voting members.

1. MOC will provide a forum for County and Town Managers to discuss issues related to solid waste and recycling Services, Programs and Facilities as necessary or requested by any Manager.
2. MOC will provide input, support, review and recommendations to County Staff regarding:
 - a. issues/policies concerning solid waste and recycling Services, Programs and Facilities;
 - b. issues concerning the operation and management of the solid waste enterprise, recommend the rate structure, as well as input on budget and issuance of debt;
 - c. topics for discussion with the Solid Waste Advisory Group;
 - d. issues relating to the Inter-local Agreement for Solid Waste Management; and
 - e. other issues as may arise where staff seeks to inform or to obtain Manager input.
3. MOC may review performance measures for the Services provided pursuant to this Agreement and by majority vote shall have the authority to amend the performance measures as needed as provided in Section 6. The County and Towns staff shall track all necessary data for the performance measures established by the MOC.
4. The MOC may review and recommend to SWAG the following: fee changes along with significant changes to County-operated solid waste and recycling Services, Programs and Facilities

A significant change includes, but is not limited to, elimination of Services, Programs and Facilities or changes to Services, Programs and Facilities that would increase or decrease the Solid Waste Programs Fees or other fees as described in this agreement.

3. CONSTRUCTION AND DEMOLITION (“C&D”) AND MUNICIPAL SOLID WASTE (“MSW”) LANDFILLS

- A. The County’s MSW landfill is now closed; however, the County continues to operate a C&D landfill. The County shall maintain financial, regulatory and environmental responsibility for operations, closure, and for post-closure maintenance/monitoring, of Orange County’s C&D and MSW Landfills.
- B. The County shall, pursuant to the terms of its agreement with the University of North Carolina at Chapel Hill, monitor the operation and performance of the University Landfill Gas Recovery System.
- C. The Towns and County will, in support of the County’s solid waste enterprise fund, direct C&D waste from projects where local government funding is utilized, including public or charter school construction and renovation, to the Orange County C&D Landfill in compliance with the Regulated Recyclable Materials Ordinance (RRMO). The County and Towns will encourage UNC and UNC Healthcare to require that their non-recyclable C&D

waste materials generated within the jurisdictions of the interlocal agreement be delivered to the Orange County C&D Landfill for disposal.

**4. JURISDICTIONAL RESPONSIBILITY FOR MUNICIPAL SOLID WASTE ("MSW")
COLLECTION AND DISPOSAL FACILITIES**

- A. The Towns and County will each maintain authority and responsibility, operational, financial and environmental, for MSW collected and transferred within their respective jurisdictions.
- B. Should the County or a Town (or Towns) plan, site and develop alternative solid waste disposal facility options the Agreement may be amended as necessary to clarify access, ownership and operation.
- C. The Towns and the County will, in support of the solid waste enterprise fund and subject to modification, deliver white goods/appliances, mattresses, vegetative (yard) wastes, C&D waste, clean wood, cardboard, electronics, scrap tires, and scrap metal collected by the County or one of the Towns to designated Orange County facilities.
- D. The County shall provide for the specific recycling and/or, where legally permissible and available, the reuse of materials such as:
 - 1. White Goods/Appliances;
 - 2. Scrap tires;
 - 3. Scrap metal;
 - 4. Clean wood waste;
 - 5. Vegetative (yard) waste;
 - 6. Electronics;
 - 7. Mattresses;
 - 8. Household Hazardous Waste;
 - 9. Motor oil;
 - 10. Oil filters;
 - 11. Oyster shells;
 - 12. Antifreeze; and
 - 13. Other materials as markets and program funding become available.
- E. The County will endeavor to maximize a schedule of operation and services available (subject to material markets and budgetary considerations and constraints) at Waste and Recycling Centers consistent with current District/Neighborhood concept or other Waste and Recycling Center concepts. Current District Center (Walnut Grove Church Road and Eubanks Road Convenience Centers) services provide for the disposal and management of recyclable materials of:
 - 1. Residential municipal waste;
 - 2. Household hazardous waste;
 - 3. Cardboard;

4. Waste oil, filters, and anti-freeze;
 5. Yard waste;
 6. Scrap tires;
 7. Clean wood waste;
 8. Scrap metal and white goods;
 9. Cooking oil and residential food waste;
 10. Recyclable materials (bottles, cans, mixed paper);
 11. Rigid plastics (restricted to marketable resin type);
 12. Textiles/shoes;
 13. Salvage shed;
 14. Electronics;
 15. Batteries (wet & dry cell);
 16. Mattresses; and
 17. Plastic bags and packaging film.
- F. Storm Debris Management. County shall manage construction debris created by or from severe storms at its Construction & Demolition Landfill. County shall provide debris management sites for delivery of severe storm debris. Emergency storm debris collection and monitoring are the responsibility of each jurisdiction unless otherwise noted in a separate agreement.

5. RECYCLABLE MATERIALS

- A. Recycling programs and services that are provided at the time of execution of this Agreement are described in Appendix B and are anticipated to be continued for the foreseeable future. Periodic expansions, modifications, improvements or adjustments to programs/services may be made by the Parties (subject to material markets and budgetary considerations).
- B. Any consideration of eliminating or making any substantial change to a Program, Facility or Service shall first be discussed by the Management and Oversight Committee (MOC) as defined in Section 11.C so that all Parties may provide input to the decision and then presented to SWAG for consideration.
- C. It is the County's objective to offer equivalent Services, Programs and Facilities within the Towns. The portion of Chapel Hill located within Durham County shall receive those Services which other parts of the Town of Chapel Hill receive. This provision does not prohibit the County from entering into a separate agreement for additional services not contemplated by this Agreement with an individual Town.
- D. The County, to the extent reasonable, shall ensure that recycling Programs, Services and Facilities provided by the County are of high quality and reliable with regard to: adherence to route schedules; prevention of overflow of drop-off site receptacles; resolution of complaints; safety; and making progress toward waste reduction objectives. If requested by any Town, the County will endeavor to coordinate urban curbside recycling collection routing with municipal waste collection routing within that Town's jurisdiction, to the extent possible, consistent with collection efficiency, budgetary constraints and available resources (i.e., roll-carts, compacting collection vehicles). The County will endeavor to maintain maximum

efficiency in recycling and waste reduction programs consistent with generally accepted industry best management practices and budgetary constraints.

- E. The Towns will notify the MOC, in writing, 60 days prior to beginning any new initiative that impacts County Programs, Facilities and/or Services.
- F. The County shall make reasonable attempts to establish and maintain a 24-Hour Recycling Drop-off Center in each Town. 24-Hour Recycling Drop-off Centers existing as of the effective date of this Agreement will remain in service, subject to County budgetary considerations, recyclable material drop-off requirements of the Parties, site availability, space limitations and materials markets availability. The four current drop-off sites are: Cedar Falls Park, Hampton Pointe, University Place (formerly University Mall), and Meadowmont. Reasonable attempts shall be made to establish a site within the boundaries of Carrboro, subject to budgetary considerations, site availability and space limitations.
- G. Subject to state and federal law and subject to budgetary considerations and constraints, the Parties expect that recycling services offered at the time of the execution of this Agreement shall continue and be subject to appropriate performance measures and analysis.

6. ORDINANCE ENFORCEMENT

The Towns will authorize enforcement of the County's Regulated Recyclable Material Ordinance ("RRMO") within each Town's municipal limits. Each Town may assist in the enforcement of County's RRMO within each Town's jurisdiction using their staff in coordination with County staff. The Towns shall monitor waste collected by Town staff (or their designated collection contractors) for banned materials in order to prevent the delivery of banned materials for disposal. The County shall provide solid waste plan advice, review, and approvals in concert with development applications to the Towns. The County may assist the Towns' staff in enforcement of the RRMO and landfill bans on privately collected waste containers. The Town of Chapel Hill shall, by whatever means are legally required; authorize the County to provide the Services within that part of the Town situated in Durham County.

7. SOLID WASTE MANAGEMENT - PLANNING AND REPORTING

The County, in cooperation with the Towns, is responsible for the development and timely submission of required annual reporting and solid waste management planning to the North Carolina Department of Environmental Quality. The Towns and the County shall cooperate with one another in responding to requests for information, data, and records, in a reasonable and timely manner. The County, in collaboration with the Towns, will consider investigating increased diversion of organic wastes, especially non-residential generated food wastes, and the expansion of commercial/non-residential recycling programs and services and related ordinances and policies to advance waste reduction and recycling.

The County, in cooperation with Towns, shall develop recycling performance and tracking measures for various programs of interest. The Solid Waste Advisory Group ("SWAG") has established the initial performance measures and the MOC as defined in Paragraph 11C will

have the authority to revise measures as deemed necessary by the MOC. Collected data will be maintained in a secure manner, consistent with any applicable confidentiality and/or privacy obligations and the public records laws of North Carolina. The results of any expansion or performance tracking programs developed by the County or developed by the Towns with regard to their respective solid waste programs pursuant to this section will be reported to the other Towns and County.

8. FINANCIAL

- A. The County shall maintain a county-wide, Solid Waste Programs Fee ("Fee") to be used for the purpose of providing the Programs, Services and Facilities within the jurisdictions of the Towns and County annually through the County's budgetary process. Through such process the County shall establish the Fee based on County's good faith estimate of the expenditures and revenues of providing Programs, Services and Facilities as projected in the County annual budget to include both incorporated jurisdictions and the unincorporated area of Orange County. The County is authorized to collect and administer the Fee within the incorporated and unincorporated area of Orange County. This authorization is to include the portion of Chapel Hill located within Durham County.
 - 1. The County will provide a projected Fee rate to the Towns by February 20 of each year unless a multi-year fee rate is authorized.
 - 2. Unless otherwise authorized, the Fee shall become effective on July 1 of a given year.
- B. The County shall annually notify Towns of a projected Fee increase no later than February 20. Subject to the terms and any exceptions in this Agreement, the County shall be responsible for establishing said Fee. The County shall establish said Fee through an analysis of projected costs related to the delivery of Programs, Services and solid waste Facilities, including maintaining adequate enterprise fund reserves. The Fee imposed pursuant to the terms of this Agreement shall be uniform for each billed unit throughout the jurisdiction.
- C. The County shall annually notify Towns of projected tipping fees for the C&D Landfill (Eubanks Road gate fees for deliveries such as vegetative (yard) waste, construction & demolition, clean wood, and other tipping fees as may be established) no later than February 20. Subject to the terms and any exceptions provided in this section, the County shall be solely responsible for establishing said tipping fees. The County shall establish said tipping fees through an assessment of projected costs related to the cost of providing service, taking into account competitor pricing.
 - 1. Tipping fees imposed pursuant to the terms of this Agreement shall be uniform for each Town and shall be in an amount sufficient to fully cover the costs of providing the Services contemplated by this Agreement.
 - 2. Tipping fees, unless otherwise provided, shall become effective on July 1 of each year.

- D. Except as provided below, the County may not increase the Solid Waste Programs Fee unless recommended by a majority of the MOC created under section 11C of this Agreement.
- E. In the event a majority of the MOC fails to recommend a fee increase under paragraph 7D for any service where such increase is necessary to fully pay for the provision of the Programs, Services and Facilities contemplated by the terms of this Agreement or where such increase is necessary for County to meet its contractual obligations with any contractor engaged in providing any of the Programs, Services or Facilities contemplated by this Agreement, County may, at its option, terminate this Agreement as it applies to any Town that fails to authorize said Fee increase.
1. Any termination by County pursuant to this Paragraph 7E shall be without cost or penalty to County and shall not constitute a breach of this Agreement.
 2. In the event County terminates this Agreement pursuant to the terms of this Paragraph 7E, the Town or Towns with which the Agreement is terminated shall be responsible for the Termination Amount as described in Paragraph 1A.
 3. Any termination pursuant to this Paragraph 7E shall be effective on June 30 of the fiscal year in which a Town or Towns fail to approve the aforementioned Fee increase for the next fiscal year.
- F. Recycling revenue is derived from constantly fluctuating markets and vendor prices and the County maintains authorization and flexibility to market recyclable materials according to operational and market variables that are in the interest of the County in its role under this Agreement.

9. INDEMNIFICATION

To the extent authorized by North Carolina law the County and the Towns, each agree to indemnify and hold harmless one another, their agents, officials, and employees, from and against all claims, actions, demands, costs, damages, losses and/or expenses of any kind whatsoever, in whole or in part, resulting from any acts of County, each Town, their agents, officials, employees, guests or invitees caused by or directly related to the performance of this Agreement, including but not limited to court costs and attorney's fees incurred by the County or the Towns, in connection with the defense of said matters.

10. DISPUTE RESOLUTION

The Parties shall endeavor to resolve any disputes arising from or related to this Agreement amicably through a meeting of the County and Town managers and, when requested by the managers, the County Chair and Town Mayors. Should such attempts at amicable resolution fail to resolve the dispute the County and Town managers shall mutually agree on the selection of a certified mediator to conduct a mediation of the dispute. Should the managers be unable to agree on a mediator the County may select a mediator. Should mediation fail to resolve any disputes then such disputes shall be resolved in accordance with North Carolina's Revised Uniform Arbitration Act, N.C. Gen Stat. 1-569.1 *et seq.* should mediation and/ or arbitration fail to resolve any dispute, disputes shall be resolved in the General Court of Justice sitting in Orange County, North Carolina. It is agreed by the parties that no other court shall have venue or jurisdiction with respect to any suits or actions to

enforce or interpret or seek damages with respect to any provision of or performance or non-performance of, this Agreement.

11. AMENDMENTS

This Agreement may be amended upon written approval executed by authorized individuals of all parties to this Agreement.

12. EDUCATION AND OUTREACH

County shall be responsible for the preparation, distribution, expense, and coordination of education and outreach services related to waste management, recycling, and reduction services and programs under its administration, including advertising of holiday schedules. A multi-media approach will be utilized.

To facilitate unified messaging regarding solid waste and recycling services, a communication plan shall be developed for review by the MOC. The intent of the communication plan is to provide a framework for the development of consistent and unified communication among the parties regarding solid waste and recycling. The communication plan is intended to be an overarching planning document from which specific projects and activities can be developed. The plan shall be updated by staff as requested by the MOC.

13. NOTICE

Any notice required by or pursuant to this Agreement, or any amendment or renewal, shall be in writing and delivered by United States Mail to the following:

To Carrboro:

Town of Carrboro
Town Manager
301 West Main Street
Carrboro, NC 27510
cc: Director of Public Works

To Hillsborough:

Town of Hillsborough
Town Manager
101 East Orange Street
Hillsborough, NC 27278
cc: Director of Public Works

To Orange County:

Orange County
County Manager
200 S. Cameron Street
Hillsborough, NC 27278
cc: Director of Solid Waste

To Chapel Hill:

Town of Chapel Hill
Town Manager
405 Martin Luther King, Jr. Blvd.
Chapel Hill, NC 27514
cc: Director of Public Works

14. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement of the Parties hereto and is effective the date first above recorded.

[SIGNATURE PAGE TO FOLLOW]

In witness whereof, the Parties, by and through their authorized agents, have hereunder set their hands and seal as of the day and year first above written.

Mayor, Town of Chapel Hill

Chair, Orange County

ATTEST:

ATTEST:

Town Clerk

Clerk to the Board

Mayor, Town of Carrboro

Mayor, Town of Hillsborough

ATTEST:

ATTEST

Town Clerk

Town Clerk

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

Carrboro Finance Director

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

Chapel Hill Finance Director

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

Hillsborough Finance Director

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

Orange County Finance Director

APPENDIX A

Solid Waste Programs Fee Billed Units Per Jurisdiction

Fiscal Year	Jurisdiction	Billed Units	Percentage
2017-18	UNINCORPORATED ORANGE COUNTY	24,591	39%
2017-18	TOWN OF HILLSBOROUGH	3,904	6%
2017-18	TOWN OF CARRBORO	10,071	16%
2017-18	TOWN OF CHAPEL HILL	24,510	39%
2017-18	OVERALL	63,076	100%

APPENDIX B

Services at Time of Interlocal Agreement Adoption

As of the date of the original adoption of this agreement, the Services provided to the Towns by the County include:

Weekly residential curbside collection (single stream) – co-mingled collection currently provided by contract to the County with 95 gallon roll carts; materials include clean-dry paper, metal cans, glass bottles and jars, plastic bottles/tubs/cups, drink and milk cartons, cardboard, aerosol cans, aluminum foil/trays

Multi-family collection (single stream) – co-mingled collection available to all multi-family facilities throughout the county at necessary collection frequency; materials include clean-dry paper, metal cans, glass bottles and jars, plastic bottles/tubs/cups, drink and milk cartons, cardboard, aerosol cans, aluminum foil/trays

Food Waste collection – available to a limited number of restaurant, food preparation, supermarket, and other approved commercial locations (pre and post-consumer) who meet a County-established minimum monthly quantity generated threshold and can adhere to quality requirements and accessibility

Bar/Restaurant and other commercial location collection (single stream) – objective of providing services to all establishments in the county subject to available funding

Downtown Cardboard Collection (Chapel Hill only) – fee based on negotiated rate directly with Chapel Hill and typically available to other Towns upon request

Downtown Pedestrian Bins – fee based on negotiated rate directly with Chapel Hill, Carrboro and Hillsborough and other locations in all three Towns for a fee upon request; subject to coordination and approval by County of receptacle used and level of contamination of materials

Park & Ride Lot Collection (currently 4 locations in Chapel Hill and 2 in Carrboro) - fee based on negotiated rate directly with Chapel Hill and Carrboro and may be available to Hillsborough upon request; subject to coordination with County of receptacle used and level of contamination of materials

Municipal Park Collection - fee based on negotiated rate directly with Chapel Hill and Hillsborough and may be available to other Towns upon request; subject to coordination with County of receptacle used and level of contamination of materials

Government building collection for all local governments and OWASA – recycling service available to all local government buildings and OWASA; other government buildings at County discretion and available resources

Public Housing - (multi-family style service or single family, as appropriate to housing type) – public housing will be serviced in the same manner as other residences, whether multi-family or single family type service; County to provide periodic communication as needed with Department of Public Housing regarding outreach and education of residents, management and other changes to services

Public Schools collection -- fee based, contracted service negotiated directly with the individual school system

Hours of Operation – County will establish hours of operation for County Services/Facilities; County will consult with Towns when changes in hours of operation are being considered, except in extenuating and temporary situations such as storm events; County will post on its website any event that impacts regular facility hours of operation

- County shall post service and facility holiday schedule and make a good faith effort to coordinate service schedules to the extent practicable.

Recycling (unstaffed) Drop-off Centers – recycling drop-off centers within the Towns will be serviced by County on an as needed basis; materials include clean-dry paper, metal cans, glass bottles and jars, plastic bottles/tubs/cups, drink and milk cartons, cardboard, aerosol cans, aluminum foil/trays

- Towns will cooperate with County to site or maintain current locations as necessary.
- County will, with the relevant Town cooperation, maintain the sites with regard to screening, signage, litter collection and illegal dumping (includes any existing agreement for site maintenance)

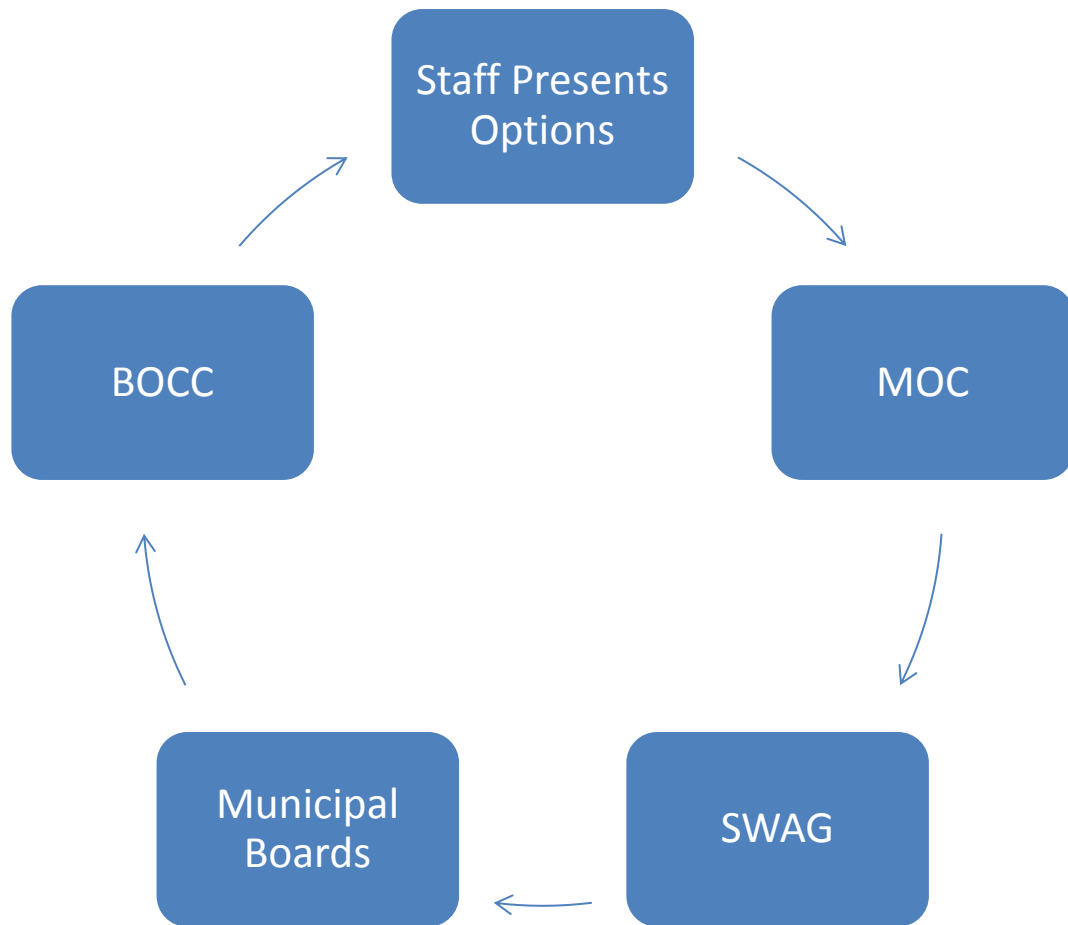
Staffed Waste and Recycling Centers – centers are serviced by County on an as needed basis; materials include at various sites: household waste, plastic film, batteries, oil, oil filters, antifreeze, electronics, hazardous waste, clean-dry paper, metal cans, glass bottles and jars, plastic bottles/tubs/cups, drink and milk cartons, cardboard, aerosol cans, aluminum foil/trays, food waste.

Hazardous Household Waste drop off for residents

Electronics recycling

Appendix C

ILA Process





Town of Carrboro

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

Agenda Item Abstract

File Number: 17-694

Agenda Date: 11/13/2018

File Type: Agendas

In Control: Board of Aldermen

Version: 1

TITLE:

Budget Amendment for Dr. Martin Luther King Jr. Park Capital Project Ordinance

PURPOSE: The purpose of this agenda item is for the Board of Aldermen to consider a budget amendment to provide additional funds for construction of the Dr. Martin Luther King Jr. Park.

DEPARTMENT: Finance and Recreation and Parks Departments

CONTACT INFORMATION: Arche McAdoo, Finance Director - 919-918-7439 and Anita Jones-McNair, Recreation and Parks Director - 919-918-7381.

INFORMATION: The Town received seal bids on October 15, 2018 for the construction of Dr. Martin Luther King Jr. Park. All bids exceeded the estimated cost prepared by Stewart Inc. dated June 22, 2017 with the lowest bid being \$2,193,200 which exceeds the cost estimate by \$841,590.

The attached spreadsheet, Attachment B shows the itemized bid compared to estimated cost from Stewart Inc. dated 6/22/17. Higher cost are reflected in the following areas: site clearing, earth moving, erosion & sediment control, asphalt pavement and signage and pump track. The difference in price is due in part to initial cost estimates were prepared 16 months prior to bids; changes in scope of project that were not reflected in original cost estimate, and increase in cost in services. Stewart Inc. is currently in review and discussion with Engineered Construction Company on the various calculations.

FISCAL & STAFF IMPACT: An additional \$841,590 is needed to accept the low bid of \$2,193,200 for construction of the park. In addition to this, it is recommended that funds in the amount of \$21,952 be included as a contingency. The total budget amendment requested is \$863,542. These funds will be provided from the \$2.0 million of fund balance assigned by the Town Manager for future capital projects. The amount of assigned fund remaining after this budget amendment would be \$697,076. (The Board previously appropriated \$439,382 for

Agenda Date: 11/13/2018

File Type:Agendas

In Control: Board of Aldermen

Version: 1

acquisition of vehicles and equipment in FY 2018-19.)

RECOMMENDATION: The Board of Aldermen consider budget amendment in Attachment A and appropriate additional funds for the construction of the Dr. Martin Luther King Jr. Park as designed.

BUDGET AMENDMENT FOR MARTIN LUTHER KING JR. PARK CAPITAL PROJECT ORDINANCE

WHEREAS, the Capital Project Ordinance was amended on November 14, 2018 (#8/2017-18) to meet storm water requirements of the Town and Division of Water Quality; and,

WHEREAS, the current available budget for the Project is \$\$1,353,610; and,

WHEREAS, the lowest responsible sealed bid received on October 10, 2018 was \$2,195,200 which exceeds the available budget by \$841,590; and,

WHEREAS, the adopted Fund Balance Policy provides that when the unassigned fund balance exceeds 35%, the Town Manager may set aside an amount in assigned fund balance for transfer to the Capital Projects Fund for future projects; and,

WHEREAS, the Town's annual audit at June 30, 2017 confirmed that the fund balance exceeds 35% and the amount above 35% may be committed for capital projects; and,

WHEREAS, the Town Manager has assigned \$2.0 million of fund balance for future capital projects; and,

WHEREAS, The Board appropriated \$439,382 of assigned fund balance for the acquisition of vehicles and equipment in FY 2018-19; and,

WHEREAS, the Board desires to move forward with the construction of the Martin Luther King Jr. Park as designed;

NOW THEREFORE, PURSUANT TO N.C.G.S. 159-13.2, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE TOWN OF CARRBORO:

Section 1: An additional \$863,542 is appropriated from assigned fund balance in the General Fund for the construction of Martin Luther King Jr. Park as designed. Of this amount, \$21,952 (10% of construction estimate) shall be held as contingency.

Section 2: The total project costs, including land, design and construction is increased from \$2,217,155 to \$3,080,697.

Section 3: All other provisions of Project Ordinance #24/2016-17 and any subsequent amendments remain in effect.

Section 4: Within five (5) days after this ordinance is adopted, the Town Clerk shall file a copy of this ordinance with the Finance Director.

Section 5: This capital project ordinance shall be effective immediately upon adoption.

Engineered Construction Company Itemized Bid Received 10-18-18									
compared to									
Stewart Estimate of Probable Cost dated 06-22-17									
			Contractor's Unit Cost	Contractor's Sub-Total	Stewart Qty*	Stewart Unit Cost	Stewart Sub-Total**	Cost Over (Under) Est	
Construction Item	QTY	Unit	Unit cost	Sub - Total Cost	QTY	Unit	Unit cost	Sub - Total Cost	
Construction Survey	1	LS			1	LS	\$6,000.00	\$6,000.00	
Construction Entrance	1	EA			1	EA	\$2,700.00	\$2,700.00	
Demolition - curb and gutter at driveway entrance	70	LF			63	LF	\$9.50	\$598.50	
Not in Itemized Bid - Overhead	1	LS		\$178,500.00					
Not in Itemized Bid - Performance & Payment Bonds	1	LS		\$19,909.00					
221113 Water - budget				\$98,190.00				\$51,328.00	Total W & S
1-1/2" copper water line	380	LF			400	LF	\$38.00	\$15,200.00	\$107,908.00
1-1/2" Valve	2	EA			1	EA	\$700.00	\$700.00	-\$9,718.00
1-1/2" x 12" Tapping Sleeve	1	EA			1	EA	\$2,750.00	\$2,750.00	
2" x 6" Tee	1	EA			1	EA	\$150.00	\$150.00	
4" x 8" Reducer	1	EA			1	EA	\$100.00	\$100.00	
Water Appurtenances and Backflow	1	EA			2	EA	\$3,250.00	\$6,500.00	
Pavement Repair (remove and replace)	1	LS			90	SY	\$19.00	\$1,710.00	
1-1/2" Water Meter - impact fee	0	EA			1	EA	\$18,518.00	\$18,518.00	
1-1/2" Meter Installation	1	EA			1	EA	\$600.00	\$600.00	
Water Main Tap	1	EA			1	EA	\$300.00	\$300.00	
Quick Coupler valve to assist with irrigation	1	EA			2	EA	\$150.00	\$300.00	
Fire Hydrant	1	EA			1	EA	\$4,500.00	\$4,500.00	
221313 Sewer	COST INCLUDED IN WATER ABOVE							\$56,580.00	
4" PVC Sewer Line	420	LF			419	LF	\$35.00	\$14,665.00	
4" DIP Sewer Line (8" DIP?)	43	LF			57	LF	\$45.00	\$2,565.00	
Tie to Ex. Manhole	1	EA			1	EA	\$2,100.00	\$2,100.00	
Cleanouts	3	EA			8	EA	\$600.00	\$4,800.00	
Curb remove and repair	70	LF			24	LF	\$25.00	\$600.00	
Sewer impact fee (1.5" meter)	0	EA			1	EA	\$31,584.00	\$31,584.00	
Road Pavement remove and repair	1	LS			14	SY	\$19.00	\$266.00	
311000 Site Clearing			INC. IN GRADING	\$550.00				\$12,750.00	(\$12,200.00)
Clearing and Grubbing - add'l for pump track	10.5	AC			1.5	AC	\$6,000.00	\$9,000.00	
Not in Itemized Bid - Soil Treatment				\$550.00					
Topsoil Removal and Stockpiling	2,150	CY			1,500	CY	\$2.50	\$3,750.00	
312000 Earth Moving				\$160,997.00				\$20,420.00	\$140,577.00
Rough Grading (cut/fill on site)	9,150	CY			1,000	CY	\$3.24	\$3,240.00	
Not in Itemized Bid - Footings and Backfill				\$5,716.00					
Fine Grade	5,140	SY		\$155,281.00	5,000	SY	\$1.50	\$7,500.00	
Import (plan on balancing on site)	0	CY			0	CY	\$25.00	\$0.00	
Respread Topsoil (4") (landscaped areas)	5,140	SY			4,840	SY	\$2.00	\$9,680.00	
312040 Erosion & Sediment Control		INCLUDES ROUGH GRADING		\$445,878.00				\$21,495.00	\$424,383.00
Silt Fence	2,665	LF			1,200	LF	\$4.00	\$4,800.00	
Tree Protection Fence	3,060	LF			2,000	LF	\$0.50	\$1,000.00	
temporary rock dam	7	EA			15	EA	\$50.00	\$750.00	
Silt Fence Outlet	22	EA			4	EA	\$15.00	\$60.00	

			Contractor's Unit Cost	Contractor's Sub-Total	Stewart Unit Cost		Stewart Sub-Total**	Cost Over (Under) Est	
Construction Item	QTY	Unit	Unit cost	Sub - Total Cost	QTY	Unit	Unit cost	Sub - Total Cost	
Temporary Diversion Ditch	518	LF			500	LF	\$3.85	\$1,925.00	
Temporary Seeding	3,020	SY			800	SY	\$0.60	\$480.00	
Seeding stabilization	3,020	SY			800	SY	\$0.60	\$480.00	
Temporary Sediment Basin	1	EA			2	EA	\$6,000.00	\$12,000.00	
321216 Asphalt Pavement and signage				\$67,520.00				\$26,198.66	\$41,321.34
Parking Lot Surface Course -2" (9.5B) - 12,934 sf	12,934	SF		\$63,875.00	156	TON	\$85.71	\$13,370.76	
Roadway Base Course (6" ABC) -12,934 sf	12,934	SF			400	TON	\$20.95	\$8,380.00	
Parking Stall Striping	28	EA			28	EA	\$0.30	\$8.40	
Striping at Handicap Space	2	EA			2	EA	\$152.00	\$304.00	
Painted Markings (Stop Bars)	1	EA			1	EA	\$50.50	\$50.50	
Directional Arrows	Not Shown	EA			2	EA	\$105.00	\$210.00	
Handicap Signs	2	EA		\$1,650.00	2	EA	\$350.00	\$700.00	
Crosswalk Striping Allowance	2	EA			1	EA	\$175.00	\$175.00	
Misc. Regulatory & Informational Signage	1	LS		\$1,995.00	1	LS	\$3,000.00	\$3,000.00	
Decomposed Granite Path				\$36,083.00				\$43,200.00	(\$7,117.00)
Decomposed Granite Path with stabilizer	1,510	SY		\$36,083.00	13,200	sf	\$1.50	\$19,800.00	
					3,000	sf	\$1.50	\$4,500.00	

			Contractor's Unit Cost	Contractor's Sub- Total	Stewart Qty*		Stewart Unit Cost	Stewart Sub- Total**	Cost Over (Under) Est
Construction Item	QTY	Unit	Unit cost	Sub - Total Cost	QTY	Unit	Unit cost	Sub - Total Cost	
					15,120	sf	\$1.25	\$18,900.00	
321313 Cast-In-Place Concrete				\$95,559.00				\$42,654.00	\$52,905.00
Concrete Wheel Stops	26	EA			26	EA	\$75.00	\$1,950.00	
Concrete Sidewalk (4" Thick) (No turn down edges)	1,525	SF		\$35,686.00	430	SY	\$48.00	\$20,640.00	
Not on itemized bid form - Concrete pad for picnic shelters					243	SY	\$48.00	\$11,664.00	
Not in itemized bid - joint sealants				\$3,461.00					
concrete pad for add alt shelter and amphitheater - 1580 sf	1,580	SF		\$56,412.00	175	SY	\$48.00	\$8,400.00	
329200 Lawns & Grasses				\$41,988.00				\$8,775.00	\$33,213.00
Turfgrass Seeding (Bermuda)	2,347	SY		\$23,463.00	7,400	SY	\$1.00	\$7,400.00	
Pollination, Perennial and Wetland Garden seed mixes	Pounds ?	lb		\$18,525.00	50	lb	\$20.00	\$1,000.00	
Switch Grass for stormwater Wetland	4,602	SF			5	flat	\$75.00	\$375.00	
329300 Plants				\$92,684.00				\$38,625.00	\$54,059.00
Large Deciduous Canopy Trees - 4"caliper	1	EA		52851	1	EA	\$550.00	\$550.00	
Evergreen Canopy Trees - 2.5", 8'	3	EA			31	EA	\$195.00	\$6,045.00	
Deciduous Canopy Trees - 2.5"	5	EA			46	EA	\$375.00	\$17,250.00	
Understory Trees - 2.5"	5	EA			26	EA	\$300.00	\$7,800.00	
Large Shrubs	5	EA		\$1,319.00	33	EA	\$60.00	\$1,980.00	
Not in Itemized Bid - Mulch				\$12,850.00					
Add'l by Contractor (unspecified)				\$25,664.00					
Perennial Plugs	4,750	SF			5,000	SF	\$1.00	\$5,000.00	
334100 Storm Drainage - Budget	OTHING LISTED - MAYBE IN GRADING?			\$19,039.00				\$41,731.60	(\$22,692.60)
Wetland Riser	2	EA			1	EA	\$5,000.00	\$5,000.00	
Wetland topsoil (On site Material)	35	CY			12	CY	\$40.00	\$480.00	
RCP Drain Line - 18" Class III	230	LF			60	LF	\$33.56	\$2,013.60	
FES	2	EA			1	EA	\$3,200.00	\$3,200.00	
RipRap - Class A	24.0	TON			1.0	TON	\$38.00	\$38.00	
Rainwater Harvesting Cisterns	5	EA		\$19,039.00	4	EA	\$7,500.00	\$30,000.00	
underdrains at playground (stone and pipe)	0	LF			100	LF	\$10.00	\$1,000.00	
Buildings	C. STEEL, MASONRY, CARPENTRY, ETC.			\$591,541.00				\$675,000.00	(\$83,459.00)
Restroom & Storage	1	EA			1	EA	\$425,000.00	\$425,000.00	
Amphitheatre structure	1	EA			1	EA	\$90,000.00	\$90,000.00	
Large Picnic Shelter	1	EA			1	EA	\$60,000.00	\$60,000.00	
Small Picnic Shelter	1	EA			1	EA	\$40,000.00	\$40,000.00	
Garden storage & Shelter	1	EA			1	EA	\$60,000.00	\$60,000.00	
Playground				\$135,086.00				\$61,700.00	\$73,386.00
Mulch and edging	1	LS		\$32,325.00	1	LS	\$7,000.00	\$7,000.00	
embankment slide	1	EA		\$2,068.00	1	EA	\$4,500.00	\$4,500.00	
Climbing rocks	10	EA		\$18,460.00	1	EA	\$2,500.00	\$2,500.00	
Kompan Parkour 002	1	EA		\$8,960.00	1	LS	\$9,500.00	\$9,500.00	
Kompan Single Bay swing	1	EA		\$6,627.00				\$0.00	
Kompan Climbing Net	1	EA		\$7,205.00				\$0.00	
water play table	1	LS		\$5,105.00	1	LS	\$2,500.00	\$2,500.00	
water table roof	0	LS						\$0.00	
log balance (wood onsite)	3	LS		\$7,015.00	1	LS	\$3,000.00	\$3,000.00	
climbing logs (wood onsite)	1	LS			1	LS	\$1,500.00	\$1,500.00	

			Contractor's Unit Cost	Contractor's Sub- Total	Stewart Qty*		Stewart Unit Cost	Stewart Sub- Total**	Cost Over (Under) Est
Construction Item	QTY	Unit	Unit cost	Sub - Total Cost	QTY	Unit	Unit cost	Sub - Total Cost	
see saw (wood onsite)	1	LS		\$2,462.00	1	LS	\$3,500.00	\$3,500.00	
birds nest swing (gametime)	1	EA			1	EA	\$5,800.00	\$5,800.00	
hopping logs	11	EA		\$16,244.00	5	EA	\$900.00	\$4,500.00	
climbing boulder (Gametime u-play sandstone med)	1	LS		\$9,203.00	1	EA	\$9,400.00	\$9,400.00	
willow tunnel	1	LS		\$925.00	1	LS	\$2,500.00	\$2,500.00	
Not on Itemized Form - Playground Feature Survey				\$18,487.00					
Not on Itemized Bid Form - Delivery Allowance					1	LS	\$5,500.00	\$5,500.00	
Pump Track				\$64,775.00				\$3,555.87	\$61,219.13
Sand (25%)	83	TNS			23	CY	\$17.20	\$389.87	
Clay (75%)	125	CY			34	CY	\$24.00	\$816.00	
underdrains (stone and pipe)	415	LF			150	LF	\$10.00	\$1,500.00	
Grading and shaping	85	CY			57	CY	\$15.00	\$850.00	

			Contractor's Unit Cost	Contractor's Sub-Total	Stewart Qty*		Stewart Unit Cost	Stewart Sub-Total**	Cost Over (Under) Est
Construction Item	QTY	Unit	Unit cost	Sub - Total Cost	QTY	Unit	Unit cost	Sub - Total Cost	
Misc. Site Amenities				\$146,181.00				\$88,412.00	\$57,769.00
Exercise Station (8)	1	LS		\$9,196.00					
Not listed separately in itemized bid - Exercise Station					5	EA	\$1,500.00	\$7,500.00	
Not listed separately in itemized bid - Exercise Station					3	EA	\$1,500.00	\$4,500.00	
Not listed separately in itemized bid - Exercise Station Sign					5	EA	\$600.00	\$3,000.00	
Not listed separately in itemized bid - Exercise Station Sign					3	EA	\$600.00	\$1,800.00	
Bench	5	EA		\$6,394.00	4	EA	\$1,000.00	\$4,000.00	
collaspsible bollard	1	EA			1	EA	\$1,000.00	\$1,000.00	
Bollard (permanent/lit)	6	EA			3	EA	\$1,194.00	\$3,582.00	
Water Fountain (dual level)	1	EA			1	EA	\$6,000.00	\$6,000.00	
Trash Receptacle	0	EA			3	EA	\$650.00	\$1,950.00	
Not in Itemized Bid - Grill					2	EA	\$800.00	\$1,600.00	
inverted U Bike Rack	3	EA		\$1,868.00	4	EA	\$600.00	\$2,400.00	
Not in Itemized Bid - Handrail at ramps, stairs, bridge, etc.					20	LF	\$20.00	\$400.00	
Dog Waste Station	2	EA			2	EA	\$200.00	\$400.00	
Not in Itemized Bid - Educational Signage					2	EA	\$1,500.00	\$3,000.00	
Not in itemized bid - Little Free Library (donation)					1	EA	\$0.00	\$0.00	
Not in itemized bid - Picnic Table					10	EA	\$1,000.00	\$10,000.00	
addl fence at garden	110	LS		\$1,251.00	133	LF	\$35.00	\$4,655.00	
fence around back of pump track (chain link)	384	LS		\$6,652.00	480	LF	\$20.00	\$9,600.00	
double vehicular gate at garden	1	EA			1	EA	\$1,650.00	\$1,650.00	
Seat walls at amphitheater - CMU with stone veneer	120	SF			85	SF	\$75.00	\$6,375.00	
Grass Pavers with sub-base	2,555	SF		\$13,450.00	1,500	SF	\$10.00	\$15,000.00	
Not in Itemized Bid - Fence in Restroom				\$1,581.00					
Added by Contractor: Stone Base - Paths, Pavers, and Trails				\$105,789.00					
ADD ALTERNATE: GREEN ROOF ON AMPHITHEATER	500	SF			200	SF	\$40.00	\$8,000.00	
				\$0.00					
			TOTAL	\$2,194,480.00			TOTAL	\$1,209,723.63	\$984,756.37
				\$0.00					
							*Note: Qty may differ from Contractor numbers (see Stewart cost	**Some items were grouped differently for the itemized bid	



Town of Carrboro

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

Agenda Item Abstract

File Number:17-703

Agenda Date: 11/13/2018

File Type:Agendas

In Control: Board of Aldermen

Version: 1

TITLE:

Legal Notice to Proceed with construction of Dr. Martin Luther King Jr. Park.

PURPOSE: The purpose of this agenda item is to notify the public of the Dr. Martin Luther King Jr. Park construction should the Board of Aldermen approve the budget amendment.

DEPARTMENT: Recreation and Parks

CONTACT INFORMATION: Anita Jones-McNair - (919)918-7381 and Wendell Rodgers (919)918-7371.

INFORMATION: Attachment A - is the legal notice to proceed and meets the requirements of NCGS 160A-499.4.

FISCAL & STAFF IMPACT: None at this time.

RECOMMENDATION: This item and legal notice will serve as the public notice of park construction.

LEGAL NOTICE

**Notice To Property Owners Prior to Construction Section Pursuant to NCGS
160A-499.4**

The Town of Carrboro hereby provides notice that Construction for the “Dr. Martin Luther King Jr. Park is scheduled to begin after December 15, 2018 and continue through January 2020 (12-14 month project). The location of the project is 1120 Hillsborough Road, Carrboro, NC.



Town of Carrboro

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

Agenda Item Abstract

File Number:17-705

Agenda Date: 11/13/2018

File Type:Agendas

In Control: Board of Aldermen

Version: 1

TITLE:

Economic Development Report for the month of November

PURPOSE: The purpose of this agenda item is to update the Board on economic development activity within the Town.

DEPARTMENT: Economic and Community Development

CONTACT INFORMATION: Annette D. Stone, AICP ECD Director (919) 918-7319 or
astone@townofcarrboro.org

INFORMATION: The ECD Department has been asked to provide a monthly update of economic activity within the town. In addition, this month staff has included information from the Orange County Economic Development Department in regards to expenditures and utilization of the Article 46 sales tax.

FISCAL & STAFF IMPACT: n/a

RECOMMENDATION: Staff recommends the Board receive the report.

ECONOMIC DEVELOPMENT - PRIVATE SECTOR

South Green



PROJECT DESCRIPTION: Development with 45,000 square feet of multiple commercial buildings on a 5.6 acre site at 501 South Greensboro Street.

CURRENT STATUS: Buildings 1 and 4 are under construction. Known tenants include Atlas Taco Bar, Craftboro Brewing Depot, Montessori Academy in South Green, Nailz (organic salon), and Coronato (pizza by Teddy Diggs).

PROJECT BACKGROUND: This Conditional Use Permit application proposed multiple commercial buildings on a site at 501 South Greensboro Street that formerly was occupied by Rogers-Triem. The site had considerable known flooding issues, which was addressed through collaboration with Town and NCDOT. The Board of Aldermen set a public hearing for the rezoning and CUP request on April 28, 2015. The project went before the Joint Advisory Boards Meeting on April 2 and ESC on April 8. The Board approved the project, with conditions, on June 9, 2015.

ESTIMATED TAX VALUE: \$13,000,000

Lloyd Farm



PROJECT DESCRIPTION: A mixed use project with multiple commercial buildings on approximately ~40 acres, including Harris Teeter grocery and energy center. A proposed 200 unit senior living residential facility and 20 townhomes. It is located at the corner of Old Fayetteville Road and Highway 54 on property historically known as Lloyd Farm. The developer is proposing a payment in lieu between \$743,000 and an additionally \$250,000 conditioned on the ability to provide on-site affordable housing units.

CURRENT STATUS: A revised zoning application has been submitted and is under review. A public hearing was held by the Board of Alderman on September 25, 2018. The application was approved by the Board on October 23, 2018. Next steps are for the developer to submit an application for Conditional Use Permit.

PROJECT BACKGROUND: Project was originally considered by the Board and denied in 2016. The applicant modified the plan and resubmitted an application in the spring of 2018. A public hearing was held September 25, 2018 and continued until October 23, 2018. The Board approved the Conditional Rezoning on October 23, 2018.

ESTIMATED TAX VALUE: \$64,000,000

Shelton Station



PROJECT DESCRIPTION: A mixed use development located at 410 North Greensboro on 2.64 acres of land with 22,716 sq ft of commercial space, and 94 1 and 2 bedroom apartment units including 19 affordable units.

CURRENT STATUS: The commercial portion of the building is now 80% occupied with UNC Horizons and Figure Eight Films as tenants. The latest schedule is for the apartments to be done by end of March. Pre-leasing will begin soon – but won't be having anyone on site for "in person" pre-leasing until January. Begin "hard hat tours" of the building in January.

PROJECT BACKGROUND: Conditional use permit plans in accordance with the B-1(g) conditional zoning district approved by the Board of Aldermen was granted (with conditions) on April 2, 2013.

ESTIMATED TAX VALUE: Residential Units \$11,000,000

ACTUAL TAX VALUE: Commercial \$3,042,700

Hilton Garden Inn - East Main Square



PROJECT DESCRIPTION: A five story, 144 room hotel with conference space to be located immediately behind the existing East Main Square shopping strip.

CURRENT STATUS: The developer has reported that construction is on hold until further notice.

PROJECT BACKGROUND: The project received a CUP in March of 2016 and a two year extension for the permit in January of 2018.

ESTIMATED TAX VALUE: \$12,000,000

Other Updates:

- **Boer Brothers Heating and Cooling** – project is approximately 50% complete for construction of new office and warehouse space located at 630 Hwy 54 W.
- **Claremont South Commercial** - a two story mixed use building with the first floor containing 6,797sf of office space and the 2nd floor containing 4,879sf and a total of four residential units. Conditional Use Permit originally approved by the Board of Aldermen in April 2012.
- **CVS Property** – the property at 201 N. Greensboro is under contract. Staff has made initial contact with the potential buyer who is conducting a due diligence assessment.
- **Space For Sale or Lease** –
 - 206 West Main Street – 3900 sq ft of office space above Akai Hana
 - 610 Jones Ferry Road – 11,683 sq ft office/light manufacturing Willow Creek Professional Center
 - 202 South Greensboro – 3300 sq. ft. office flex space next to Glass Halfull aka the Old Post Office building
 - 311 East Main Street – 8000 sq. ft. retail/flex space Old Fireplace Buidling next to Wings
 - 605 W Main Street - 1445 sq. ft. office space
 - 602 Jones Ferry Road – 4,620 sq. ft., retail space at Willow Creek Shopping Center
 - 200 N Greensboro St – 1,130 sq. ft. 2nd floor office space Carr Mill Mall

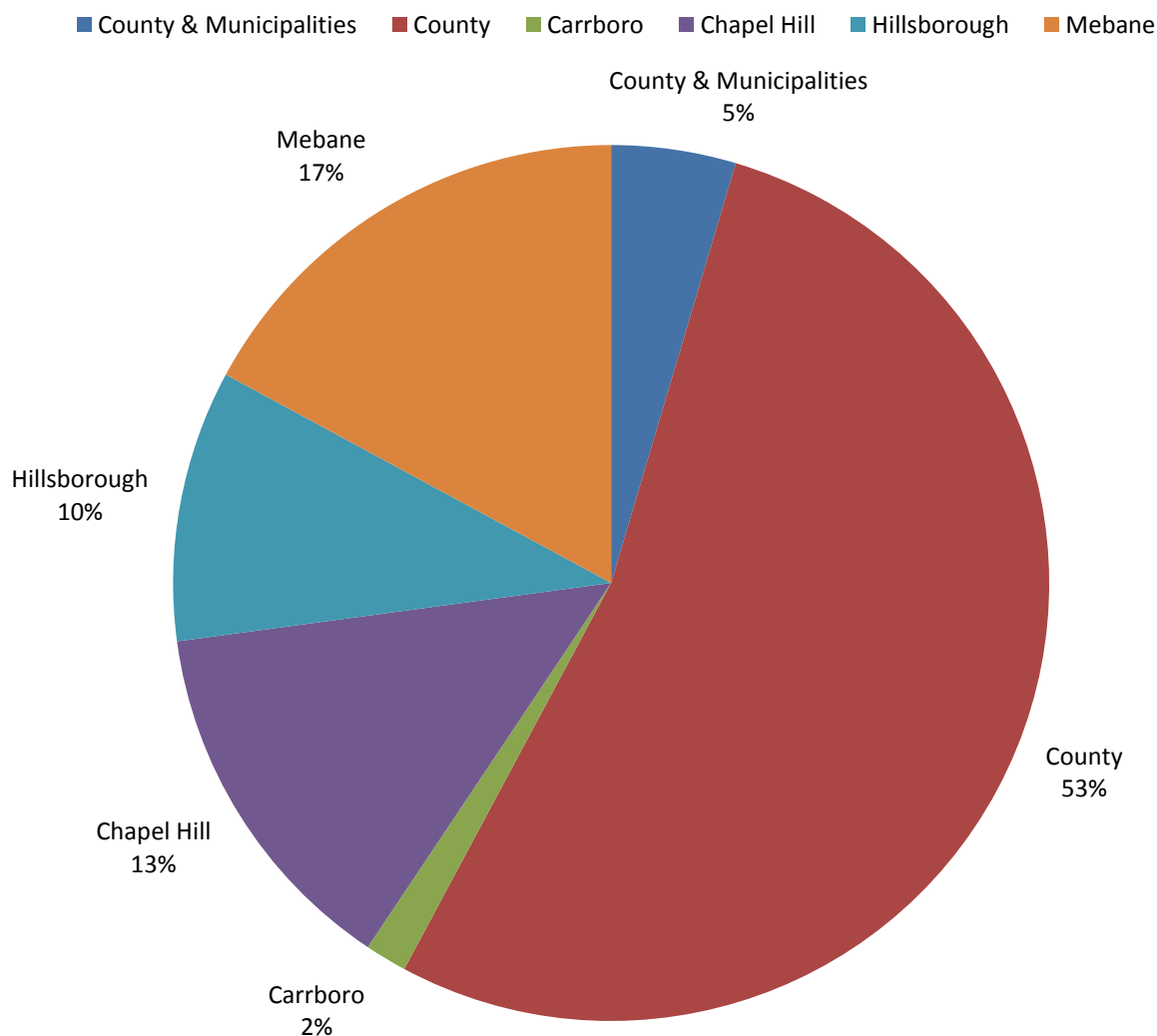


Article 46 Sales Tax

Budgeted Amounts And Expenditures for Economic Development

10/19/2018

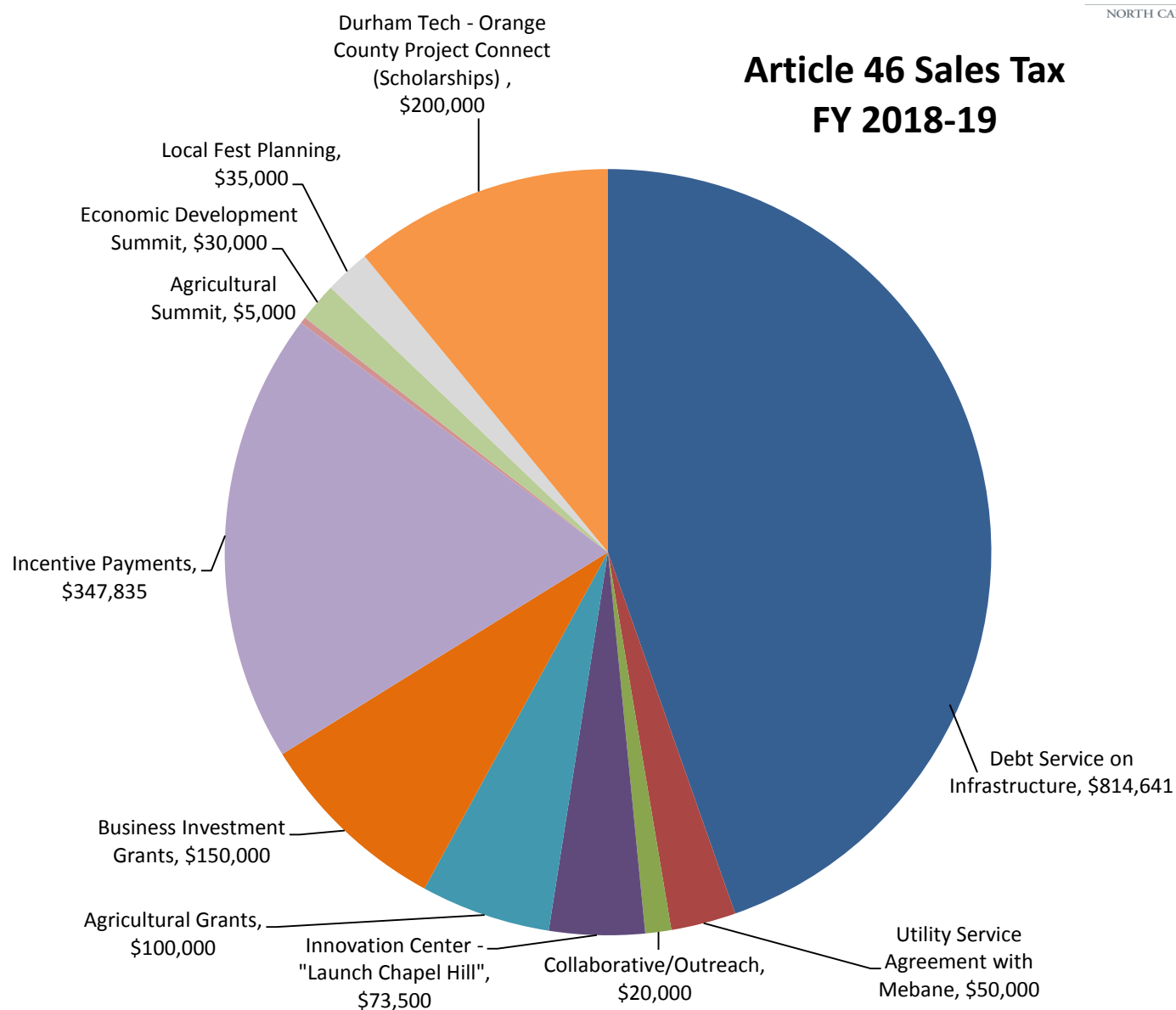
Article 46 Expenditures To Date



Area	Expenditures	Additional Details
County & Municipalities	\$373,478	Countywide Services and Events (Examples: Agriculture Summit, Orange Connect Scholarship Program, Economic Development Summit)
County	\$4,326,536.98	Utility infrastructure/Debt service for Economic Development Districts, Small Business and Ag Grants to Businesses and Farms in unincorporated areas
Carrboro	\$125,668	Small Business Grants, Small Business Loan, Utility Infrastructure
Chapel Hill	\$1,097,146.24	Loans, Small Business and Ag Grants, Collaborative Outreach, Launch
Hillsborough	\$814,613.71	Loans, Small Business and Ag Grants
Mebane	\$1,390,397	Morinaga & AKG Incentives, Morinaga Related Infrastructure, Small Business and Ag Grants

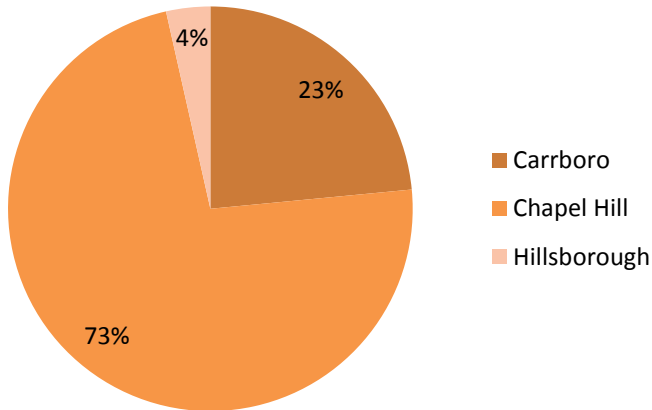
*Expenditures through 9/30/18

Article 46 Sales Tax FY 2018-19

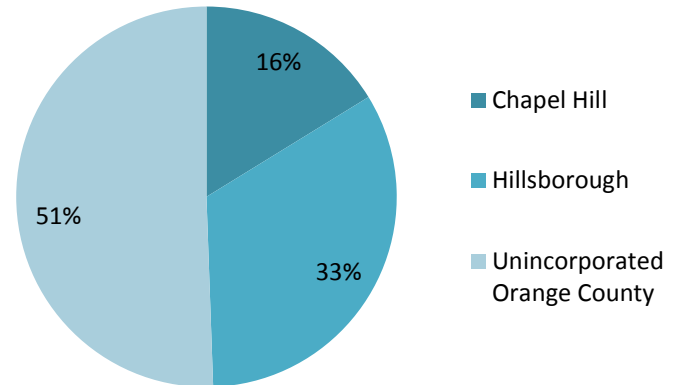


Economic Development Use of Proceeds	Recommended FY 18-19	% Of Total
Debt Service on Infrastructure	\$814,641	44.61%
Utility Service Agreement with Mebane	\$50,000	2.74%
Collaborative/Outreach	\$20,000	1.10%
Innovation Center - "Launch Chapel Hill"	\$73,500	4.03%
Agricultural Grants	\$100,000	5.48%
Business Investment Grants	\$150,000	8.21%
Incentive Payments	\$347,835	19.05%
Agricultural Summit	\$5,000	0.27%
Economic Development Summit	\$30,000	1.64%
Local Fest Planning	\$35,000	1.92%
Durham Tech - Orange County Project Connect (Scholarships)	\$200,000	10.95%
Total	\$1,825,976	100%

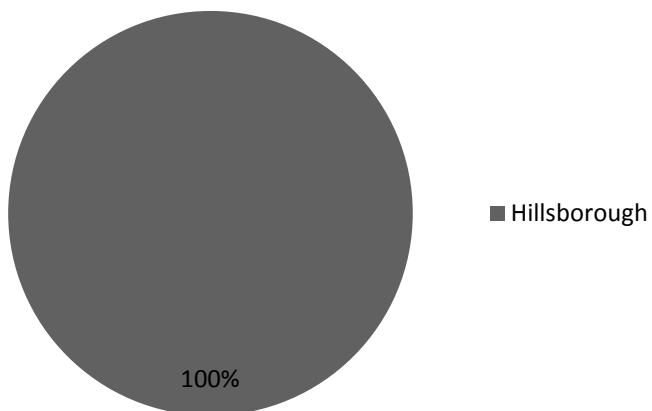
FY 2018 - 19 Business Investment Grants



FY 2018-19 Agriculture Grants

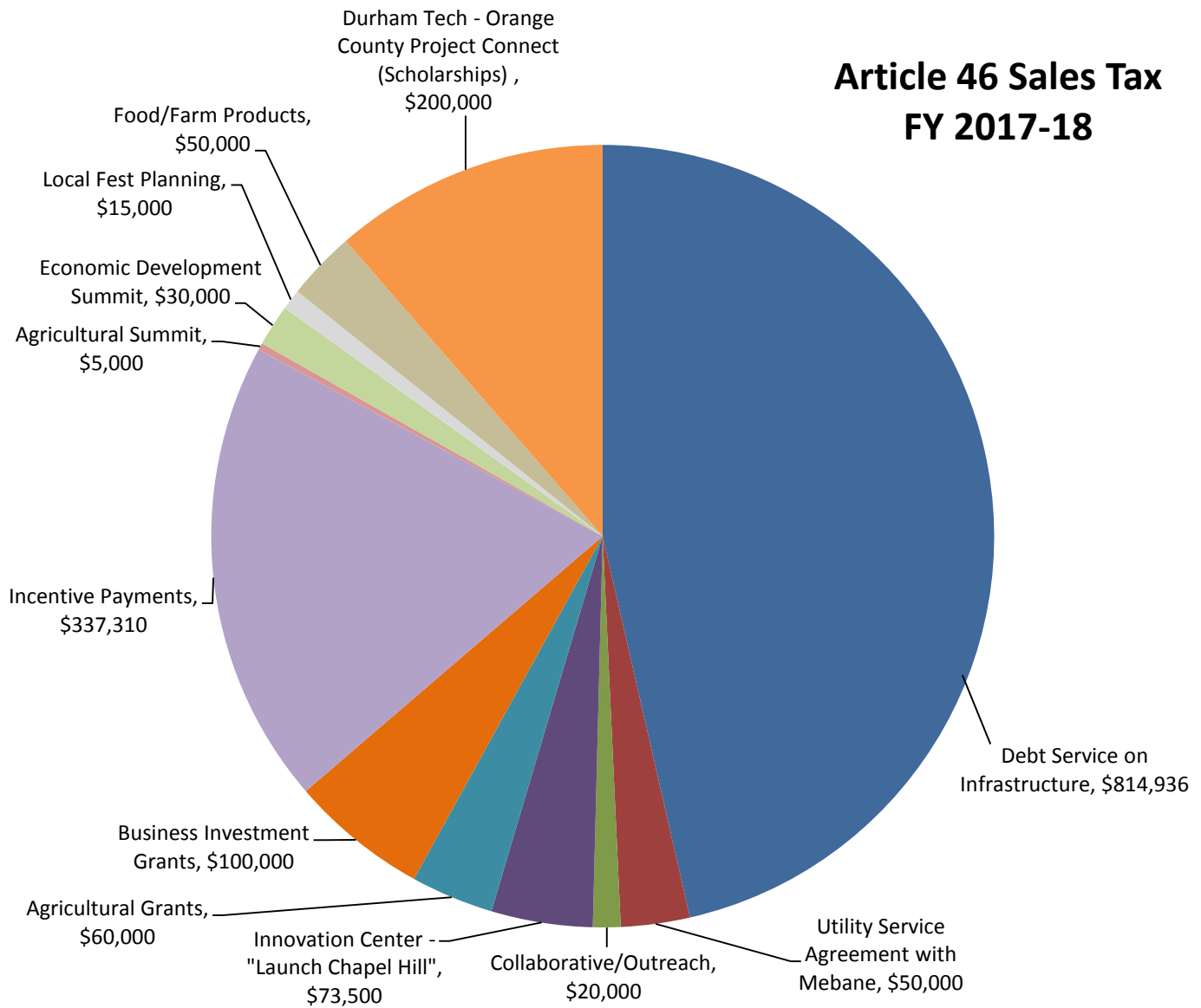


FY 2018 - 19 Small Business Loan



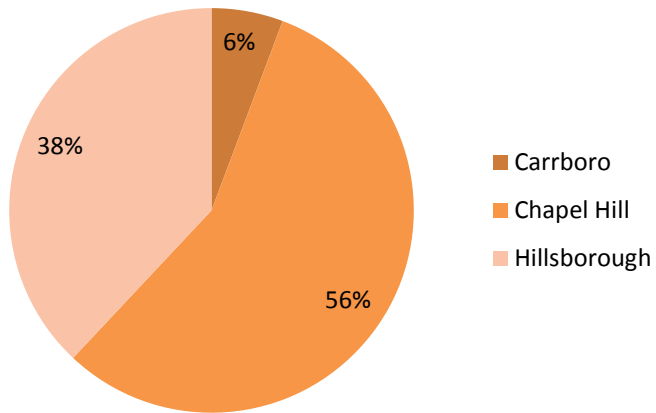
Area	# of Loans	Amount of Funding
Hillsborough	1	\$25,000

Article 46 Sales Tax FY 2017-18



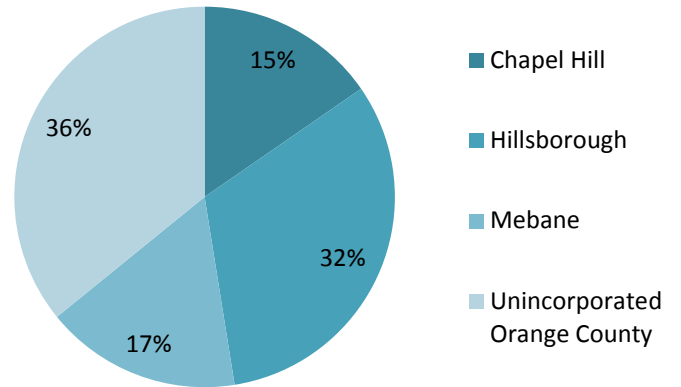
Economic Development Use of Proceeds	FY 17-18	% Of Total
Debt Service on Infrastructure	\$814,936	46.42%
Utility Service Agreement with Mebane	\$50,000	2.85%
Collaborative/Outreach	\$20,000	1.14%
Innovation Center - "Launch Chapel Hill"	\$73,500	4.19%
Agricultural Grants	\$60,000	3.42%
Business Investment Grants	\$100,000	5.70%
Incentive Payments	\$337,310	19.21%
Agricultural Summit	\$5,000	0.28%
Economic Development Summit	\$30,000	1.71%
Local Fest Planning	\$15,000	0.85%
Food/Farm Products	\$50,000	2.85%
Durham Tech - Orange County Project Connect (Scholarships)	\$200,000	11.39%
Total	\$1,755,746	100%

FY 2017-18 Business Investment Grants



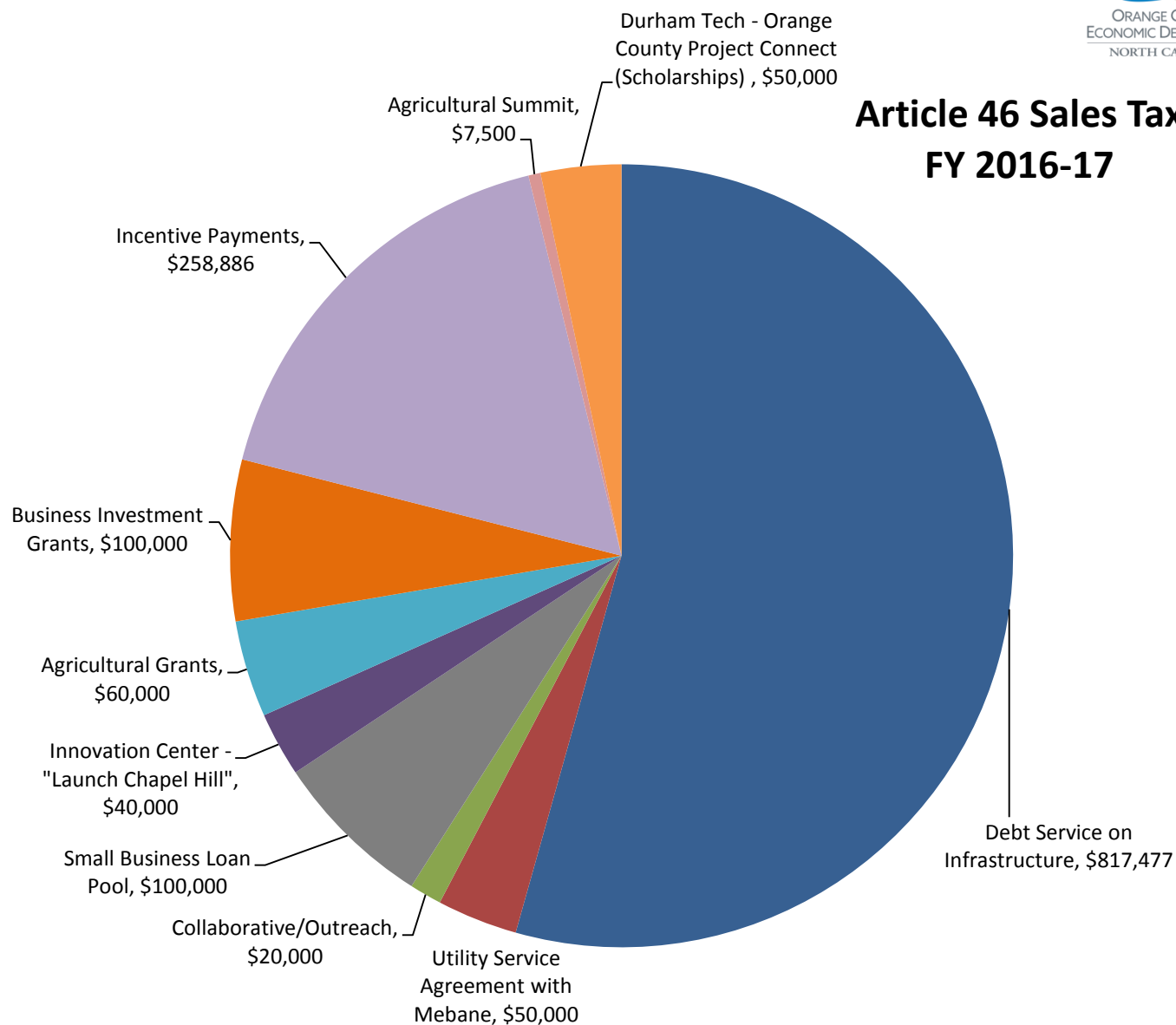
Area	# of Grants	Amount of Funding
Carrboro	1	\$1,500
Chapel Hill	16	\$78,636
Hillsborough	10	\$62,200

FY 2017-18 Agriculture Grants



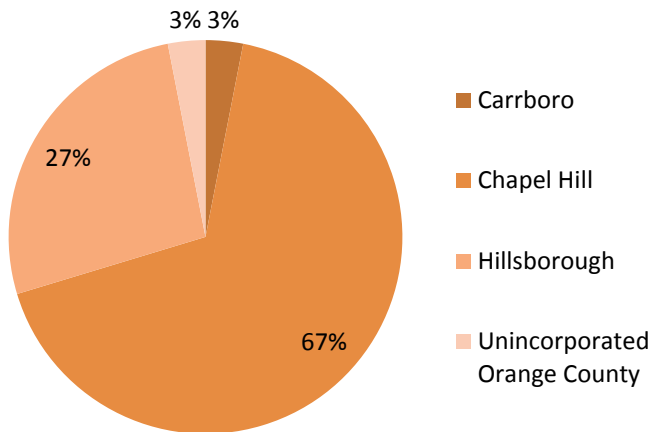
Area	# of Grants	Amount of Funding
Chapel Hill	1	\$9,225.60
Hillsborough	2	\$19,259.56
Mebane	1	\$10,000
Unincorporated Orange County	3	\$21,514.84

Article 46 Sales Tax FY 2016-17



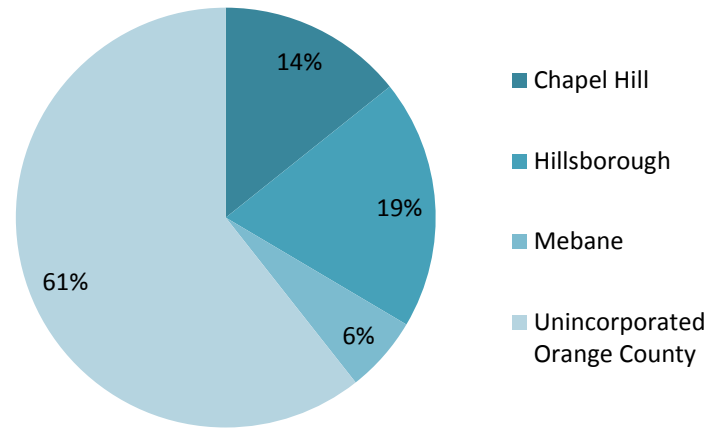
Economic Development Use of Proceeds	Recommended FY 16-17	% Of Total
Debt Service on Infrastructure	\$817,477	54.36%
Utility Service Agreement with Mebane	\$50,000	3.32%
Collaborative/Outreach	\$20,000	1.33%
Small Business Loan Pool	\$100,000	6.65%
Innovation Center – "Launch Chapel Hill"	\$40,000	2.66%
Agricultural Grants	\$60,000	3.99%
Business Investment Grants	\$100,000	6.65%
Incentive Payments	\$258,886	17.21%
Agricultural Summit	\$7,500	0.50%
Durham Tech – Orange County Project Connect (Scholarships)	\$50,000	3.32%
Total	\$1,503,863	100%
<i>Allocations for Prior Years' Excess Collections Since Inception (\$382,806)</i>		
Strengths, Weaknesses, Opportunities, and Treats Analysis	\$75,000	
Incentive Payments	\$307,806	

FY 2016 - 17 Business Investment Grants



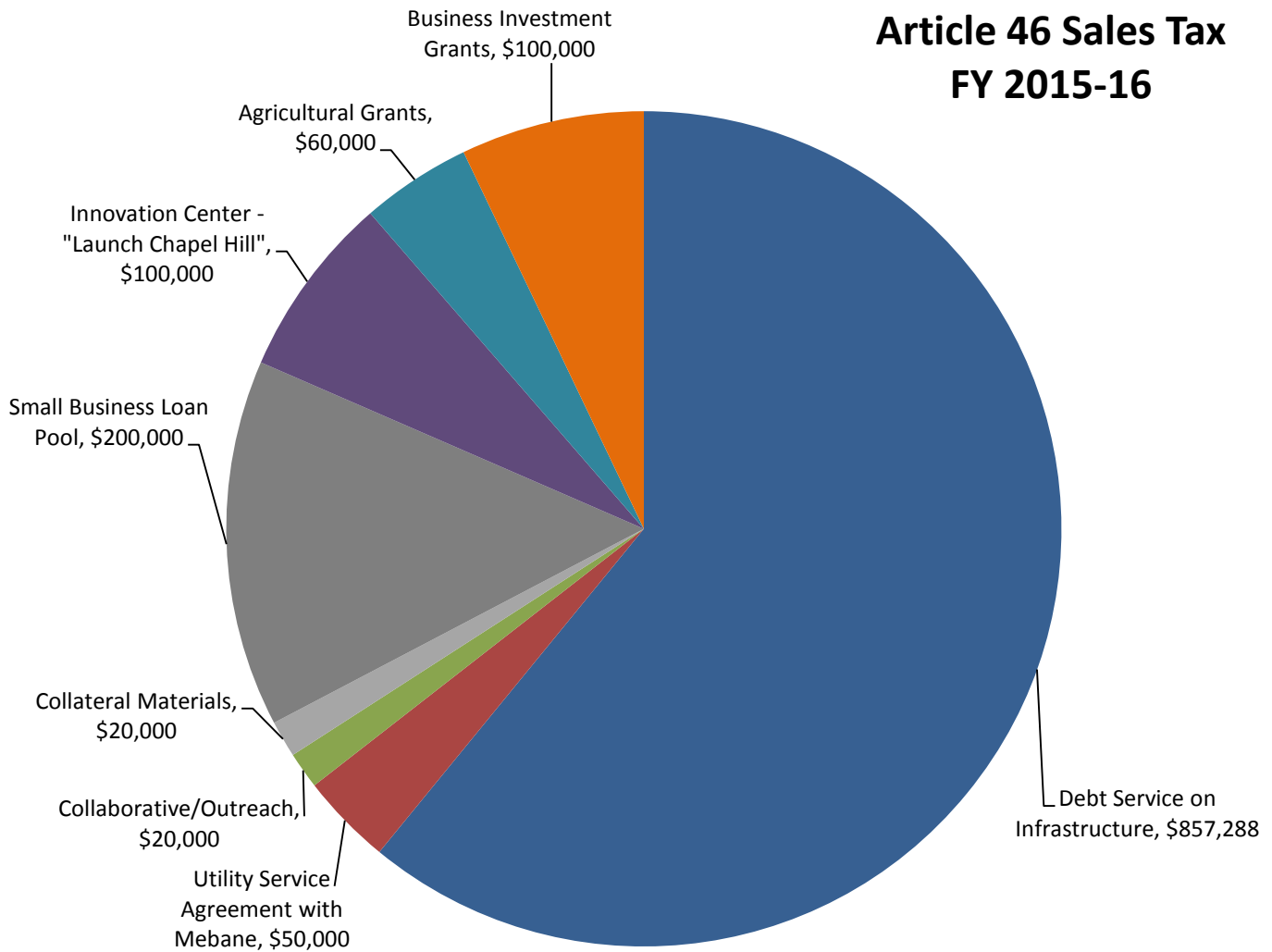
Area	# of Grants	Amount of Funding
Carrboro	1	\$2,000
Chapel Hill	13	\$43,776
Hillsborough	5	\$17,320
Unincorporated Orange County	1	\$2,000

FY 2016 - 17 Agriculture Grants



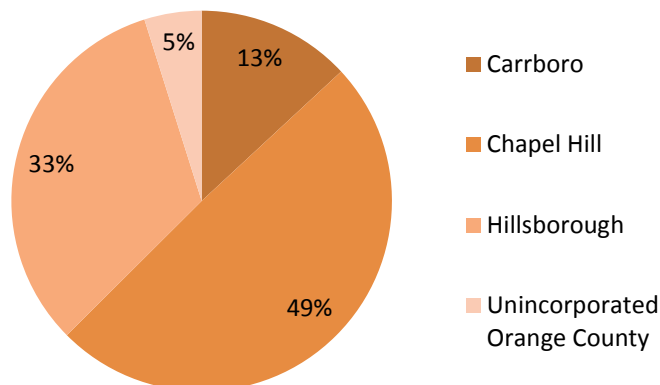
Area	# of Grants	Amount of Funding
Chapel Hill	1	\$10,000
Hillsborough	2	\$13,464
Mebane	1	\$4,115
Unincorporated Orange County	5	\$42,453.98

Article 46 Sales Tax FY 2015-16



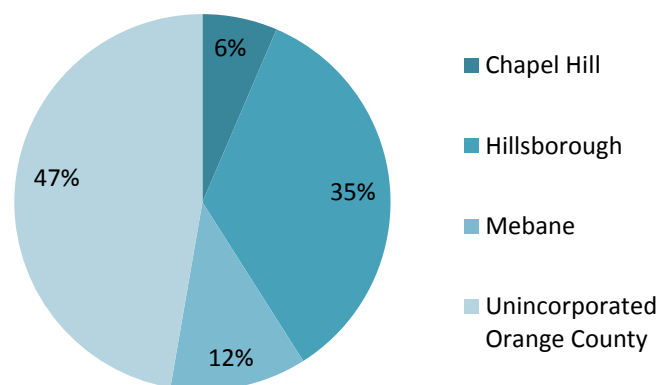
Economic Development Use of Proceeds	Recommended FY 15-16	% Of Total
Debt Service on Infrastructure	\$857,288	60.92%
Utility Service Agreement with Mebane	\$50,000	3.55%
Collaborative/Outreach	\$20,000	1.42%
Small Business Loan Pool	\$200,000	14.21%
Innovation Center - "Launch Chapel Hill"	\$100,000	7.11%
Agricultural Grants	\$60,000	4.26%
Business Investment Grants	\$100,000	7.11%
Collateral Materials	\$20,000	1.42%
Total	\$1,407,288	100%

FY 2015 - 16 Business Investment Grants



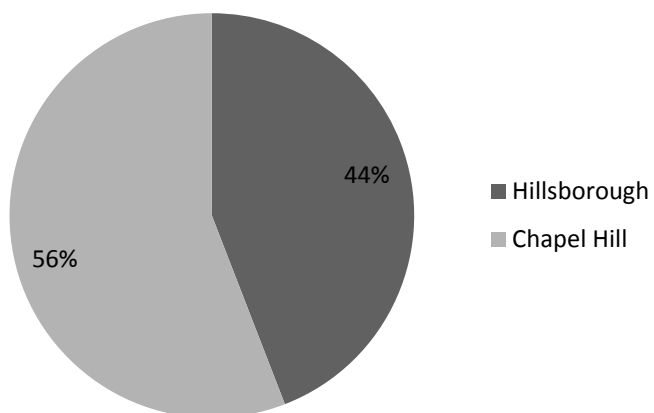
Area	# of Grants	Amount of Funding
Carrboro	6	\$40,360
Chapel Hill	27	\$152,369
Hillsborough	15	\$100,485.95
Unincorporated Orange County	2	\$15,000

FY 2015 - 16 Agriculture Grants



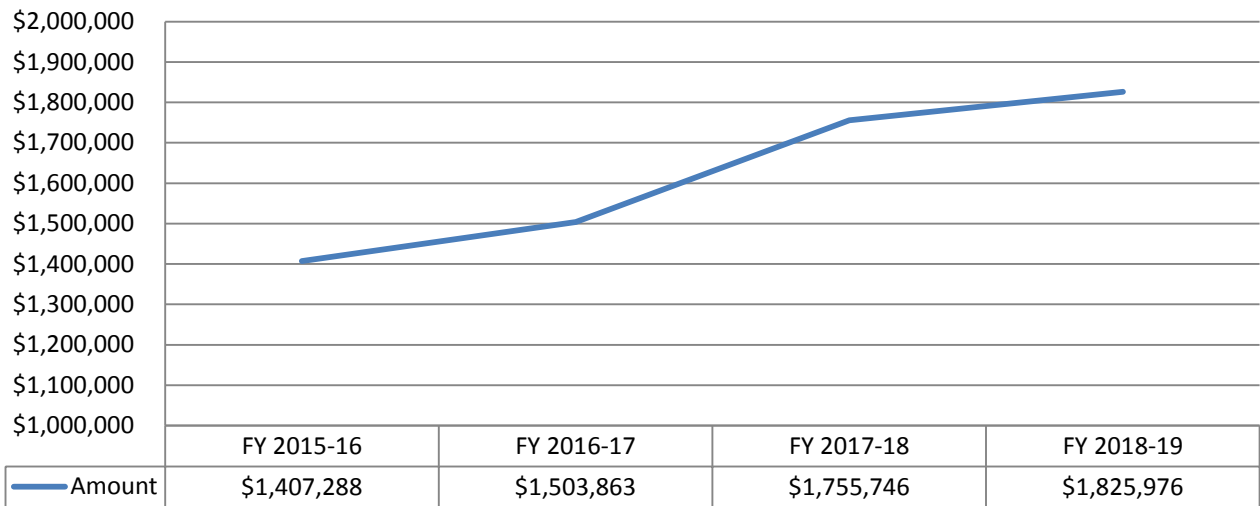
Area	# of Grants	Amount of Funding
Chapel Hill	2	\$11,000
Hillsborough	9	\$58,884.28
Mebane	2	\$20,000
Unincorporated Orange County	10	\$80,596.49

FY 2015 - 16 Small Business Loan

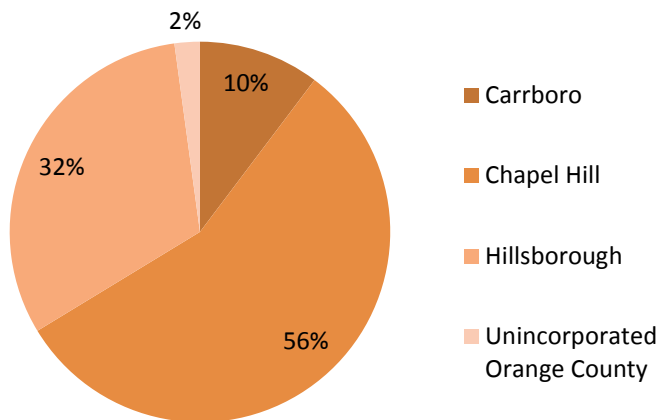


Area	# of Loans	Amount of Funding
Chapel Hill	2	\$190,000
Hillsborough	2	\$150,000

Article 46 Sales Tax Budgeted Amount for Economic Development

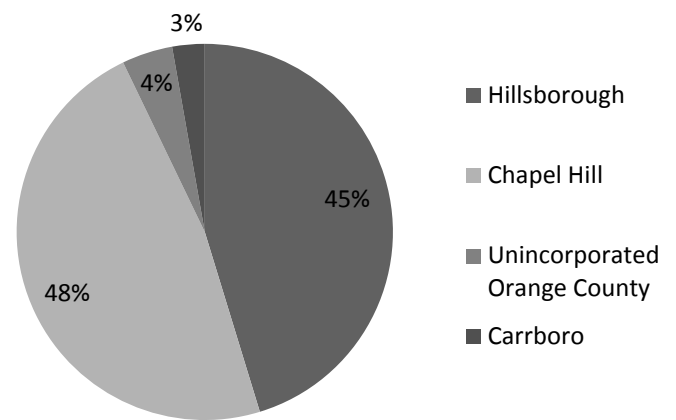


Lifetime Business Investment Grants



Area	# of Grants	Amount of Funding
Carrboro	10	\$57,424
Chapel Hill	63	\$312,686.95
Hillsborough	30	\$176,120
Unincorporated Orange County	2	\$12,000

Lifetime Small Business Loan



Area	# of Loans	Amount of Funding
Carrboro	1	\$30,000
Chapel Hill	9	\$385,000
Hillsborough	11	\$512,848
Unincorporated Orange County	1	\$47,000



Town of Carrboro

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

Agenda Item Abstract

File Number:17-700

Agenda Date: 11/13/2018

File Type:Agendas

In Control: Board of Aldermen

Version: 1

TITLE:

Continuation-2 of the Public Hearing Sanderway AIS CUP - Update and Request for further Continuation

PURPOSE: To provide the Board with an update and to request that the Sanderway AIS CUP Public Hearing be further continued to January 15th, 2019 (see Attachment D for resolution to continue).

The staff report and attachments from the June 26th agenda item can be found here:

<https://carrboro.legistar.com/LegislationDetail.aspx?ID=3537424&GUID=CFD77242-853A-4186-BEA0-70C87392524C&Options=&Search>

Project Plans can be found here:

<http://carrboro.legistar.com/gateway.aspx?M=F&ID=90e52895-5e97-498a-8a69-a4e64789eb15.pdf>

The staff updates and attachments from the October 16th agenda item can be found here:

<https://carrboro.legistar.com/MeetingDetail.aspx?ID=639297&GUID=D56E77D3-FD58-4CD7-B936-64008CECBE93&Options=&Search>

DEPARTMENT: Planning

CONTACT INFORMATION: Jeff Kleaveland, 919-918-7332

INFORMATION: Again, GH-2, LLC has submitted a CUP application for the construction of an 18-lot residential subdivision with associated public and private infrastructure to be located at 1236 Hillsborough Rd. The subject property is zoned R-20 and is about 8.54 acres in size. The subject parcel is identified by Orange County PIN 9779-14-2354. For a vicinity map, see Attachment A (also contains utility information).

The first continuation meeting, originally scheduled for September 25th, 2018 was, by request of the applicant, rescheduled to October 16th. Town staff sent mailed notice of this revised meeting date to residents within 1000' of the subject property and a continuation meeting was held on October 16th, 2018. At that meeting, the

Board received public comment and continued the meeting to November 13th. Additional time is needed and a continuation is requested.

Update Materials

Request for Rain Event Frequency Analysis

Alderman Slade request Town Staff to provide guidance regarding the frequency of storms exceeding the 25 year design storm of the LUO. Randy Dodd prepared the attached report (Attachment B).

Additional Meetings in Town Hall with applicant, staff and neighbors

Following the October 16th public hearing continuation, staff organized and conducted the following three meetings in Town Hall for the purpose of further discussing concerns raised at the public hearing (approximate attendance numbers included). Revisions and additions to the original applicant-approved conditions that were presented to the Board on October 16th were made. The latest *draft* version is attached (Attachment C). Additional minor revisions are expected.

- October 25, 2018 - Meeting with project neighbors and staff (including the Town Engineer) to discuss stormwater and other concerns (7 neighbors and 4 staff in attendance). This meeting resulted in several practical considerations that were incorporated into revised conditions that were then presented to the applicant to review and were discussed in the meeting below.
- October 30, 2018 - Meeting with staff, Town Engineer, project engineer and applicant to review draft conditions and to discuss additional neighbor concerns raised at the October 16th public hearing and at the above October 25th neighbor/staff meeting (3 applicant representatives and 7 staff in attendance). Three significant developments came out of this meeting:
 1. Revisions to Conditions. This meeting resulted in the drafting of new conditions and the alteration or removal of existing, conditions as presented to the Board on October 16th. All conditions revisions are based on this parent document identified as Attachment N in the October 16th agenda item (follow the link earlier in this document).
 2. The applicant has decided to revise the shared multi-use path/driveway design into a segregated design that maintains the existing gravel driveway in the same configuration as-is and separates the multi-use path to prevent conflicts with local vehicles and users of the path. This will mean that the new public path will cross your driveway in one area as it enters the development. This crossing will be constructed to accepted standards to protect the safety of users and preserve the access options of the neighbors.
 - a. Town staff, including the Fire Marshall and the Solid Waste Supervisor finds this arrangement acceptable. The existing driveway will remain essentially as-is except for the introduction of a multi-use path crossing.
 - b. The maintenance of most of the existing driveway will remain the responsibility of the owners of 1242, 1244 & 1246 Hillsborough Road except in the area where the multi-use path crosses the driveway which will still be subject to the original maintenance condition.

Agenda Date: 11/13/2018

File Type:Agendas

In Control: Board of Aldermen

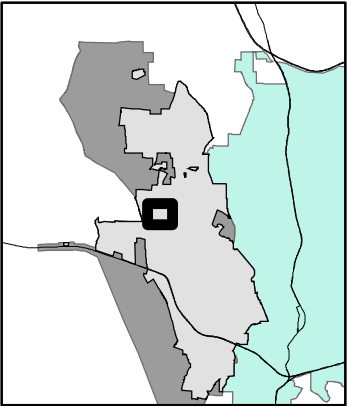
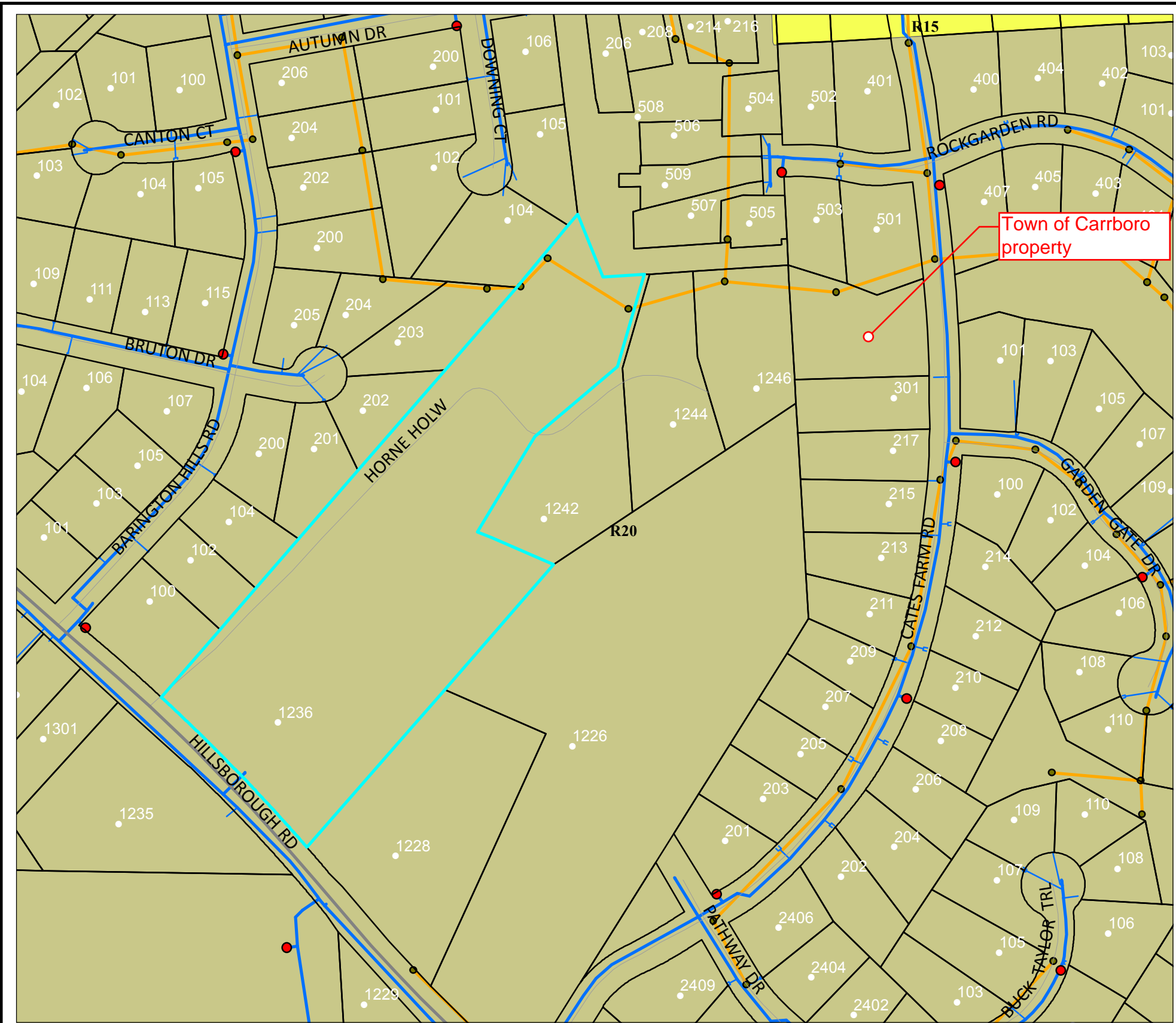
Version: 1

3. The other change is that the applicant has decided to remove the Tot Lot and make a payment-in-lieu for these recreation points (of approximately \$12,000) to the Recreation and Park Department. These funds will be directed toward the Dr. Martin Luther King Jr. Park which is located about a half mile east of the Sanderway site. This decision was made in part because of safety comments that were raised at the public hearing and other design considerations. This request was approved by the Town's Recreation and Parks Director (Attachment D)
- November 6, 2018 -Meeting with project neighbors, staff and Town Engineer to discuss the revised conditions prepared at the above October 30 meeting and other site issues (6 neighbors and 4 staff in attendance). This meeting resulted in revisions to the most recent conditions forwarded to them as well as two new conditions.

Again, see Attachment C for the latest draft conditions.

FISCAL & STAFF IMPACT: Applicant has paid the associated fees with the permit request.

RECOMMENDATION: Town staff requests that the Board continue the public hearing started on June 26th to January 15th by adopting the attached resolution (Attachment D).



Carrboro Chapel Hill

Legend

- Streets
- Streets
- Properties
- Hydrants
- Manholes
- WaterLines
- WaterServiceLaterals
- GravitySewerMains

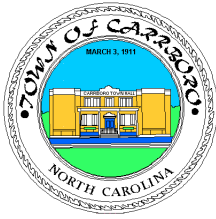
THIS MAP IS NOT A CERTIFIED SURVEY
NO RELIANCE MAY BE PLACED IN ITS
ACCURACY
The Town of Carrboro assumes no liability
for damages caused by inaccuracies in
this map or supporting data and makes no
warranty, expressed or implied, as to the
accuracy of the information presented.
The fact of distribution does not constitute
such a warranty.

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

Printed Jan 3, 2012

Document: LetterLandscape.mxd

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TOWN OF CARRBORO

NORTH CAROLINA

STORMWATER UTILITY

To: David Andrews, Town Manager
Mayor and Board of Aldermen
Stormwater Advisory Commission

From: Randy Dodd, Stormwater Utility Manager

Cc: Joe Guckavan, Public Works Director
Heather Holley, Stormwater Specialist
Patricia McGuire, Planning Director
Marty Roupe, Zoning Administrator
Jeff Kleaveland, Zoning Specialist
Josh Dalton, Sungate Engineering
Bill Roark, McGill & Assoc.

Date: November 6, 2018

Subject: Rainfall and Runoff in Recent Storms

Background and Summary

The purpose of this memorandum is to respond to interest expressed by the Board of Aldermen as part of the Sanderway CUP review about the relationship of rainfall and runoff in recent storms to design storms. An assessment using data from local stream and precipitation gages, historical and current rainfall depth and duration data, and a flood elevation observation is provided. The Town has experienced several 10 and 25 year recurrence interval events in the past 25 years, but does not appear to have experienced larger events, with the possible exception of Florence, which has indications of closer to a 50 year recurrence event. This observation should be tempered by limitations in available data and analyses.

Information

According to information referenced in a study by the UNC Institute for the Environment¹, the amount of rain falling during heavy downpours in the Southeast has increased by 27%, with a steady increase in North Carolina from 1950 until 2020 (Walsh et al., 2014²). Durham is among the cities that have experienced the greatest increase in the number of heavy downpours (129%) (Climate Central, 2015³). While there is considerable anecdotal and subjective evidence of more intense and frequent events in Carrboro, especially in the past five years, it is a complex undertaking, and beyond

¹ <http://www.orangecountync.gov/DocumentCenter/View/1645/Report-Incorporating-Climate-Change-into-Hazard-Mitigation-PDF?bidId=>

² Walsh, J., D. Wuebbles, K. Hayhoe, J. Kossin, K. Kunkel, G. Stephens, P. Thorne, R. Vose, M. Wehner, J. Willis, D. Anderson, S. Doney, R. Feely, P. Hennon, V. Kharin, T. Knutson, F. Landerer, T. Lenton, J. Kennedy, and R. Somerville. (2014). Ch. 2: Our Changing Climate. Climate Change Impacts in the United States: The Third National Climate Assessment, J. M. Melillo, Terese (T.C.) Richmond, and G. W. Yohe, Eds., U.S. Global Change Research Program, 19-67. doi:10.7930/J0KW5CXT.

³ <http://www.climatecentral.org/news/across-us-heaviest-downpours-on-the-rise-18989>

the scope of this memo, to attempt to specifically quantify the strength of the climate change “signal” relative to random fluctuations (“noise”), how much/rapid of a trend in increasing frequency/intensity may be occurring in Carrboro, and factors besides climate change that may be contributing to the flooding impacts in Carrboro. The following discussion does attempt to more qualitatively assess the pattern of heavy rain and runoff events, using locally relevant data.

By way of additional introduction and context for the assessment that follows, it is important to consider how rainfall/runoff information is communicated. The language that is sometimes used when referring to large rain and runoff events can be subject to misinterpretation. For example, "This storm has resulted in a 100-year flood...." can lead to confusion because some may interpret this as meaning that the creek/river reached a peak stage (height) that will happen only once every 100 years. When similar storm events happen repeatedly within a shorter amount of time than the recurrence interval, there is an understandable disconnect. Hydrologists tend to avoid terms like "100-year flood" because a hydrologist would rather describe this event as a flood having a 100-year recurrence interval (see Table 1). What this means is that a flood of this magnitude has a 1 percent chance of happening in any given year. While the probability is slim, just because it rained 7.6 inches over a 24 hour period, or a creek reached a certain flood stage, does not necessarily mean that level of rain or stage has a lesser (or greater) chance of happening again in the same year, or soon thereafter.

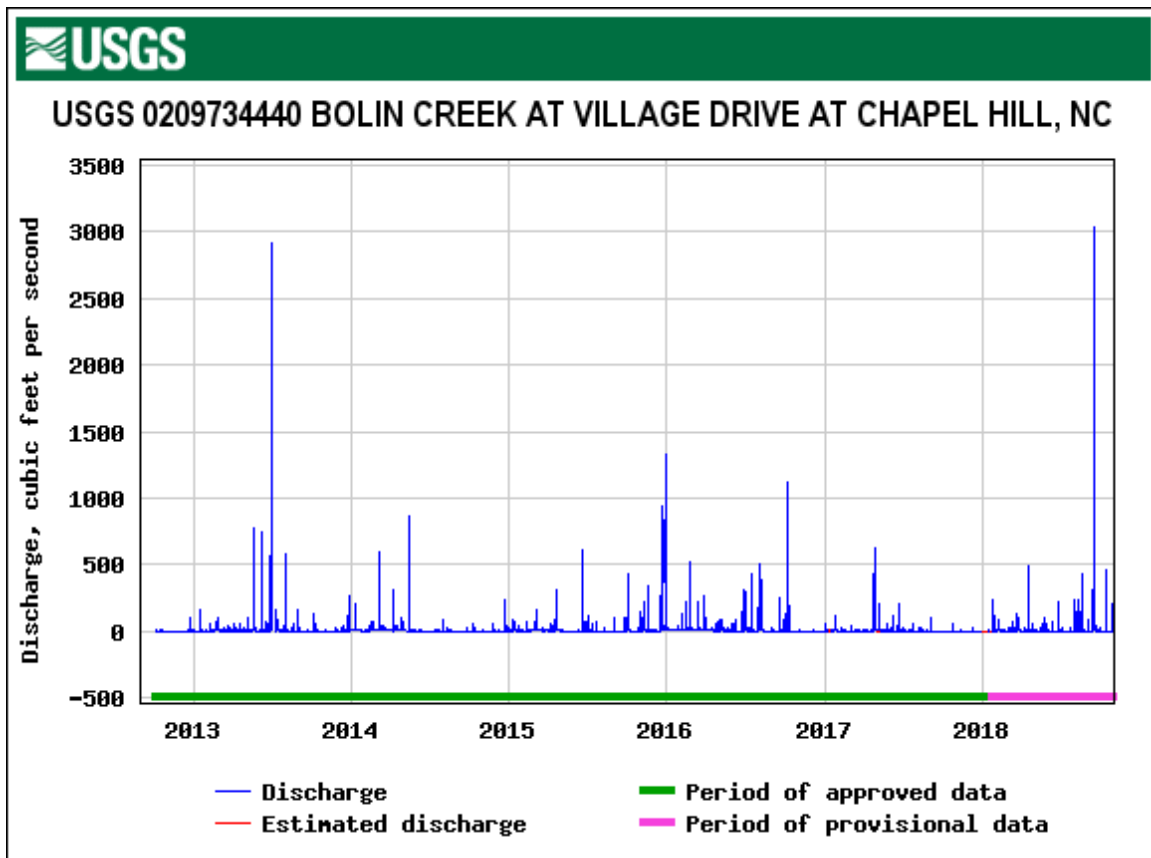
Table 1: Cross Reference Between Recurrence Interval, Probabilities, and % Chance¹

Recurrence Interval (Years)	Probability of Occurrence in any Given Year	% Chance of Occurrence in any Given Year
100	1 in 100	1%
50	1 in 50	2%
25	1 in 25	4%
10	1 in 10	10%
5	1 in 5	20%
2	1 in 2	50%

Streamflow Based Storm Event Observations

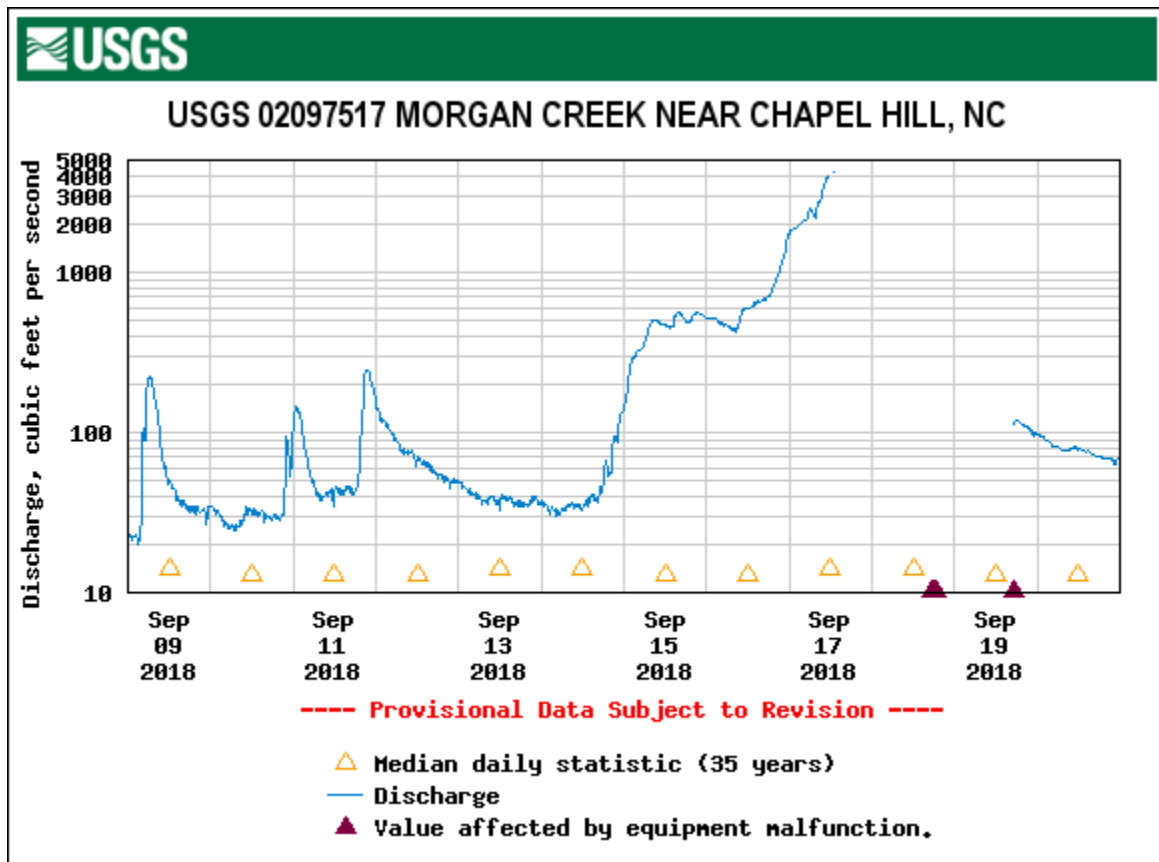
There are currently two (continuously recording) urban stream gages measuring stream flow near Carrboro. There is a gage that has been operating since 1985 on Morgan Creek (near the NC Botanical Gardens and golf course (02097517) and a second gage on Bolin Creek at the corner of Village Dr. and Umstead Dr.; (0209734440) that was installed in 2012. Since the Bolin Creek gage has a relatively short recording period, it is not possible to develop longer term peak flow statistics to relate recent storm events to design storms. The Bolin gage shows that the June, 2013 and September 17, 2018 events were of similar magnitude and had more than twice the flow of any other peak flow since the gage was installed about six years ago. These two events also seem to have resulted in similar impacts/flood elevations for residences along Toms Creek

Figure 1: Bolin Creek Streamflow 2013-2018



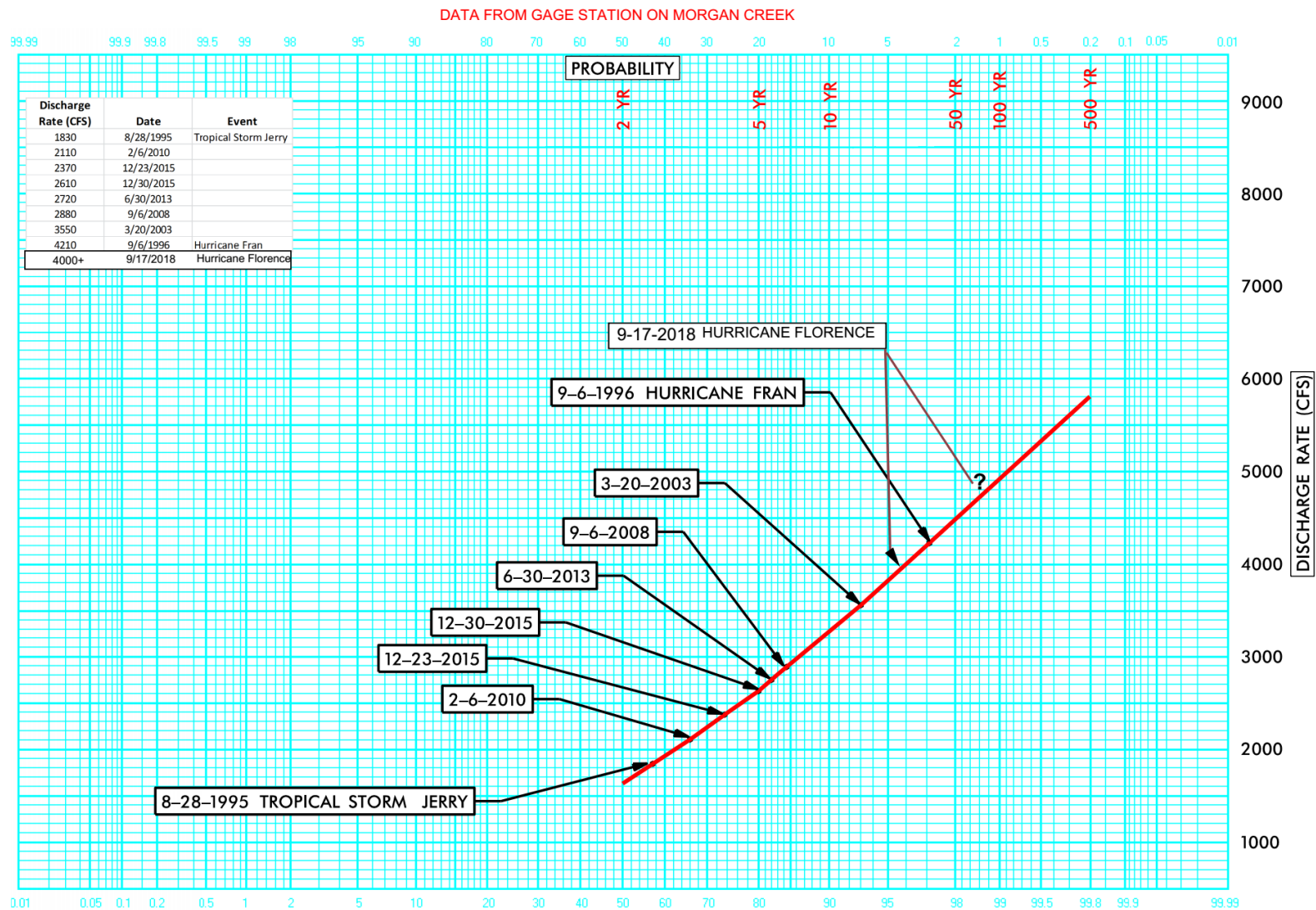
From the stream gage on Morgan Creek, the provisional data show that stream flow from Florence exceeded 4000 cfs on 9/17/18 (Figure 2), which puts it at about a 2-4% probability (in a given year) storm, in the realm of Hurricane Fran (Figures 3). Note that the gage was not able to actually record the peak and recession of discharge after the storm passed.

Figure 2: Morgan Creek Streamflow September 2018

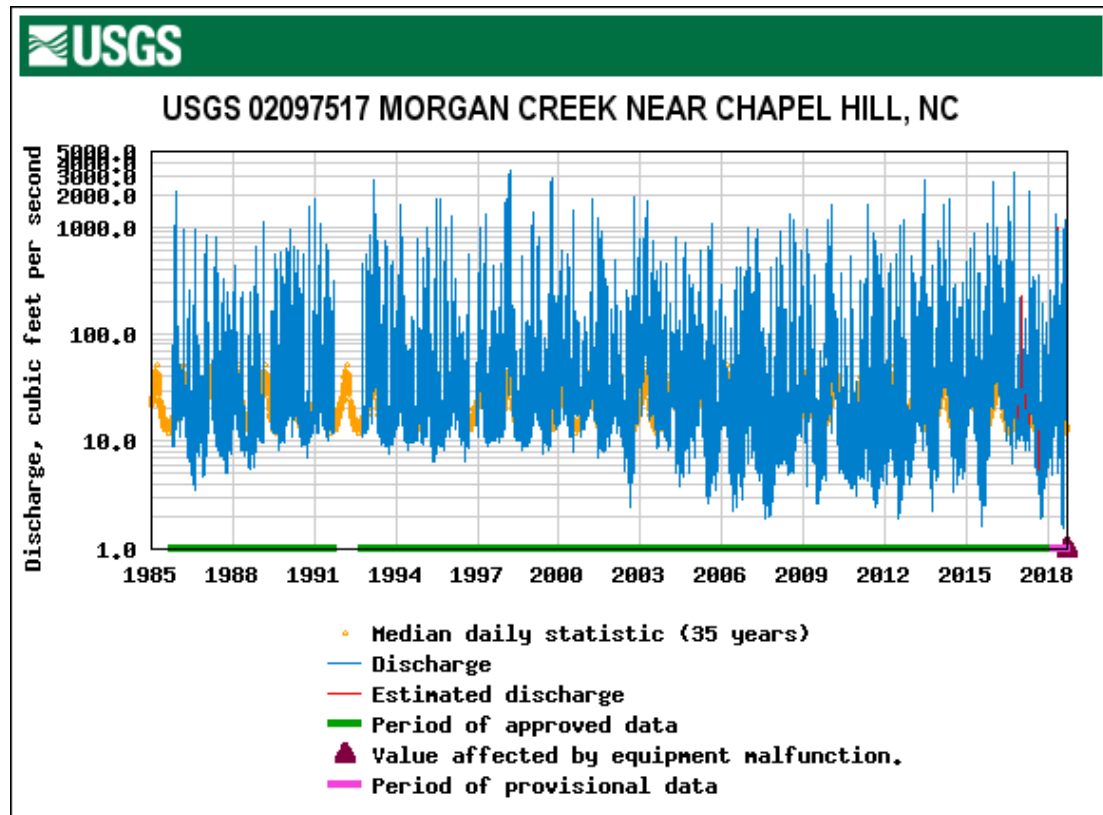
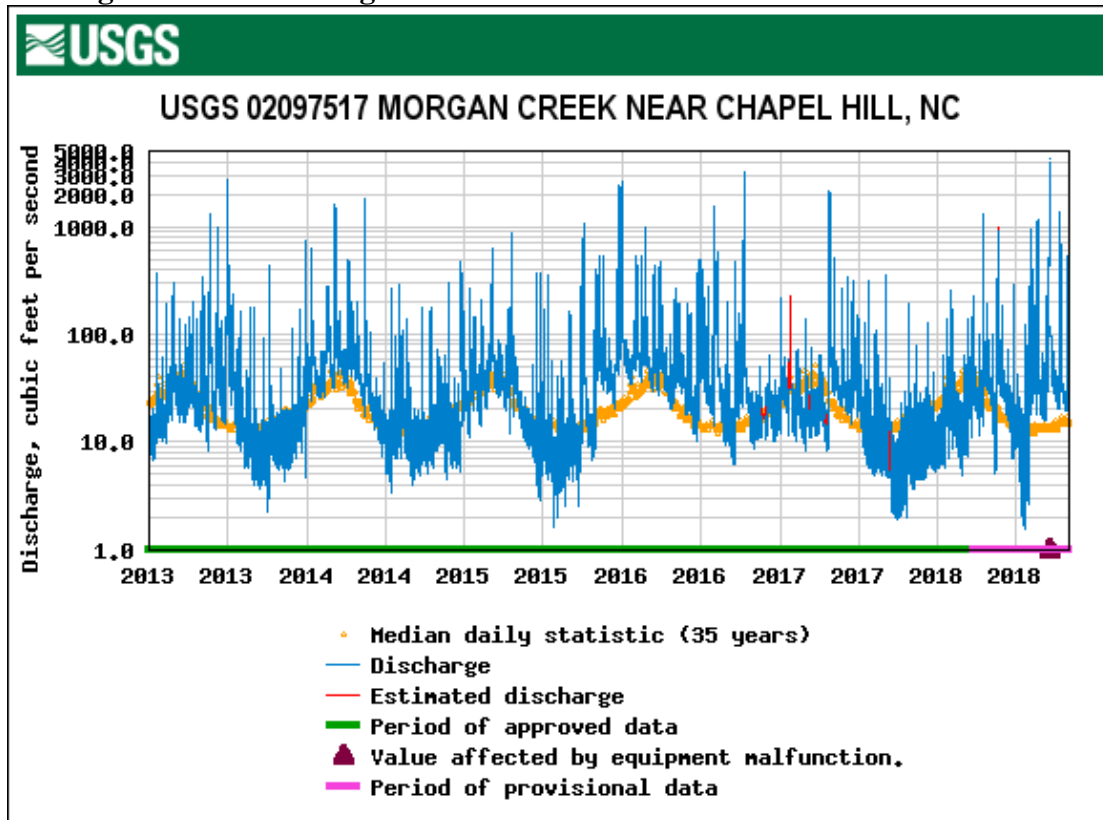


The longer term stream flow record for this Morgan Creek gage can be used to assess the magnitude of Florence relative to other high flow events (Figures 4 and 5.) From Figure 4 and as with the Bolin Creek gage, it is apparent that Florence was the largest event since 2013, with 4 other events during this time frame having at least 50% of the peak flow as was measured during Florence. Looking back to when the gage began operation, note that there were no flow events greater than 2000 cfs between 2000 and early 2013, although there were 4 such events between 1985 and 2000. This “lull” in higher flow events between two periods with more of these larger magnitude events could have the effect of magnifying the perception of a recent increase that does not fully recognize the longer term record.

Figure 3: Morgan Creek 1995-2018 Storm Events Compared to Design Storms
(Modified from Sungate Report in 2016)



Figures 4 and 5: Morgan Creek Streamflow 2013-2018 and 1985 to 2018



Rainfall Based Storm Event Observations

Another means of studying storm events is to compare rainfall in specific events (Table 2) to the rainfall amounts for design storms of various durations and recurrence intervals (Table 3).

Table 2: A Comparison of Stream flow and Rainfall in Recent Events
(Modified from Sungate Report in 2016)

	GAGE HEIGHT	DISCHARGE	RAINFALL*	RECURRENCE**
8/28/95 T.S Jerry	11.8'	1830 cfs	5.5"	>2-Year
2/06/10	12.6'	2110 cfs	1.9"	>2-Year
12/23/15	13.1'	2370 cfs	2.4"	<5-Year
12/30/15	13.6'	2610 cfs	2.5"	5-Year
6/30/13	13.8'	2720 cfs	2.4"	>5-Year
9/06/08	14.1	2880 cfs	4.5"	>5-Year
3/20/03	15.2	3550 cfs	2.2"	>10-Year
9/06/96 Fran	16.2	4210 cfs	8.8"	<50-Year
9/17/18 Florence	>16'	>4000 cfs	9.7" (4 days)	<50-Year

*Rainfall information shown in Table 2 obtained from rain gages at Horace Williams Airport in Chapel Hill, NC and RDU International Airport in Raleigh, NC.

** Based on stream gage

Table 3: Rainfall Depth Duration Values for Carrboro^{4,5}

	Rainfall Depth (Inches) For Design Storm Recurrence Interval (Years)									
Duration	1 yr	2 yr	5 yr	10 yr	25 yr	50 yr	100 yr	200 yr	500 yr	1000 yr
60-min	1.4	1.69	2.06	2.35	2.69	2.95	3.19	3.43	3.72	3.95
6-hr	2.15	2.59	3.2	3.71	4.37	4.91	5.46	6.02	6.78	7.42
12-hr	2.54	3.06	3.81	4.44	5.28	5.98	6.71	7.47	8.52	9.42
24-hr	2.96	3.58	4.47	5.17	6.11	6.86	7.62	8.4	9.48	10.3

One interesting observation from this data is that the frequency or recurrence interval for the different events can be assigned to different design storms depending on whether the stream flow

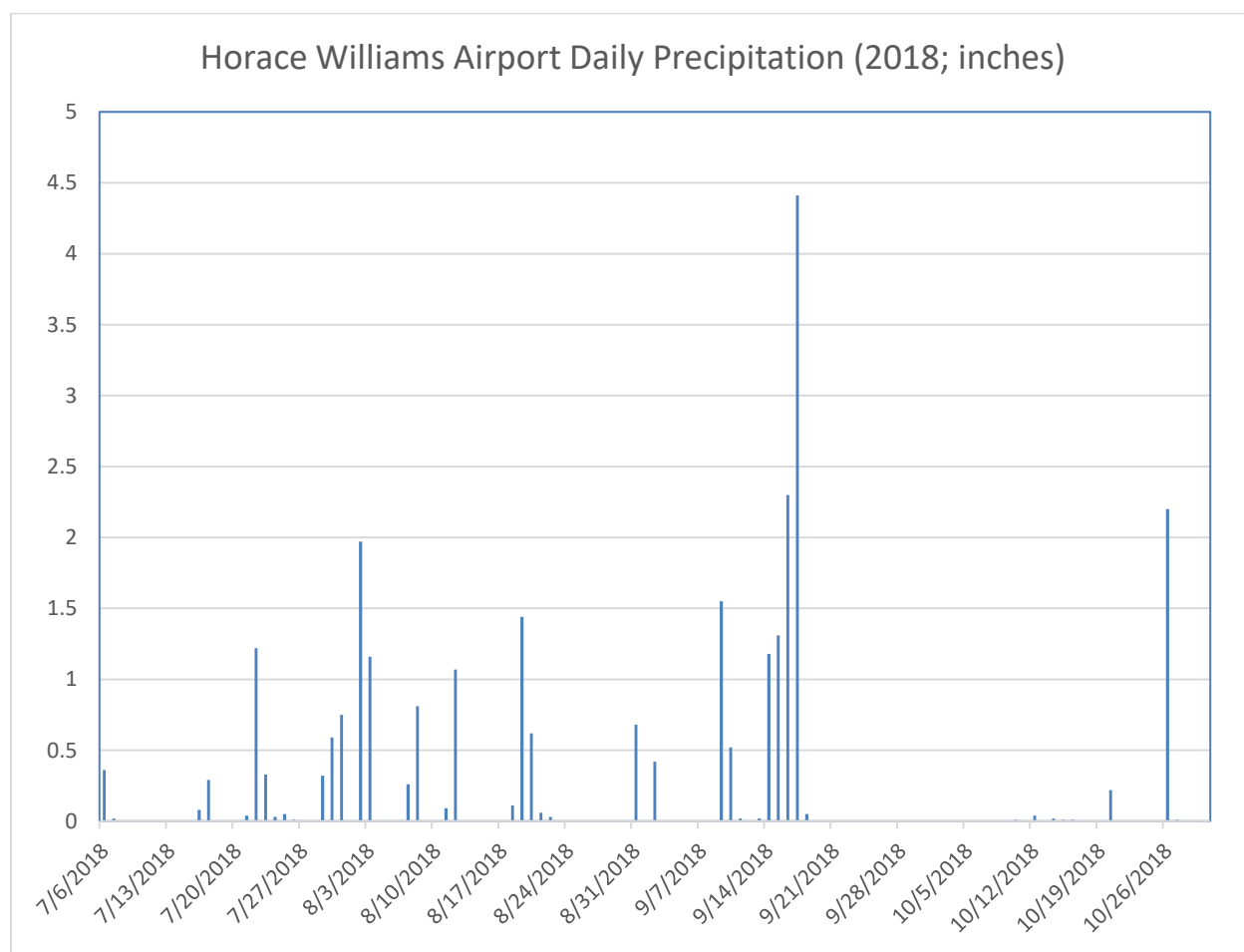
⁴ (From NOAA Atlas 14: https://hdsc.nws.noaa.gov/hdsc/pfds/pfds_printpage.html?lat=35.9233&lon=-79.0823&data=depth&units=english&series=pds Note that the values shown have not changed appreciably since 1995, and in fact have experienced a small (generally < 5%) decrease during this time frame.

⁵ From the Horace Williams airport rain gage (daily summary), there was one day (June 30, 2013) from July, 1999 up to the present at or above the 10 year 24 hour storm, and none at or above the 25 year storm. However, as discussed in the text, 24 hour storm events can cross over two days, so there are likely several more 10 and 25 year events over the past 25 years.

or rainfall is the basis. It is also helpful to note that the June, 2013 storm came in at about a 5 year storm when compared to the Morgan gage and about a 10 year event based on rainfall, although the impacts for Toms Creek properties were greater than most of the other storms, and of similar magnitude to Florence.

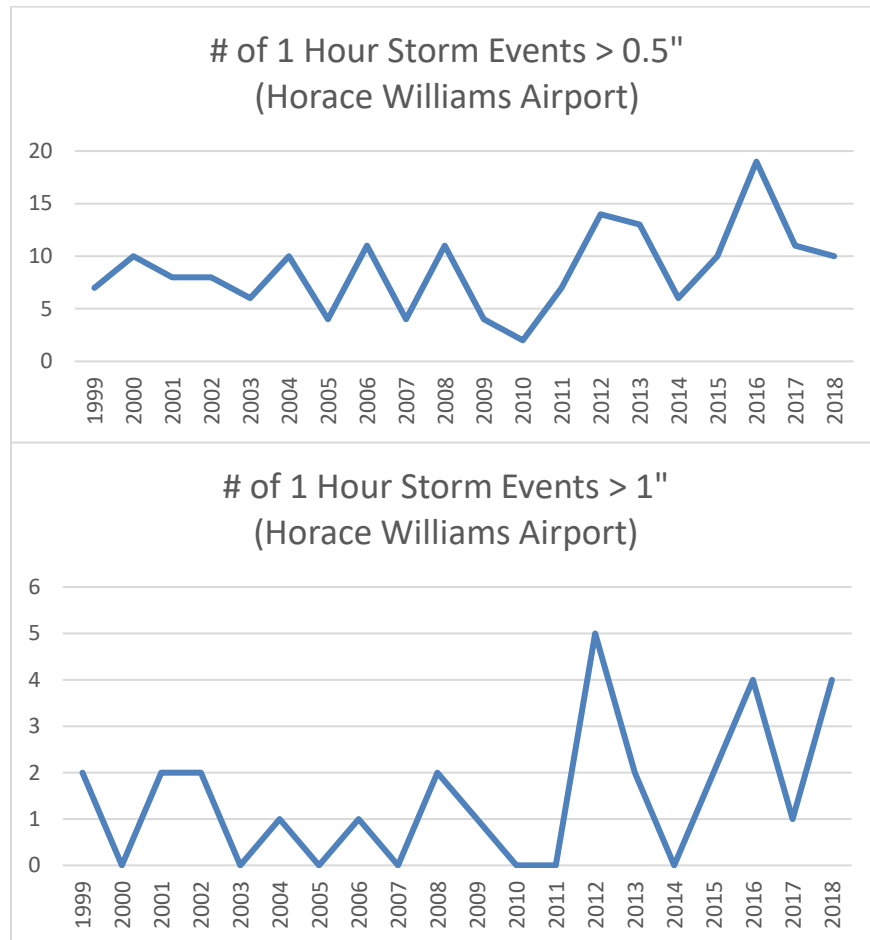
Another important consideration is that it is possible that a simple 24 hour, or total storm event, precipitation statistic may not be an adequate metric to fully understand the potential storm impact. Rainfall intensity (inches/hour) is one way to get a handle on this issue, as is a closer examination of rainfall over time around a given storm event. For example, Florence resulted in 4 days of rain in Carrboro, and a total precipitation of close to 9 inches that was preceded several days before by a smaller event (Figure 6). If one were to simply look at 24 hour rainfall, there was no single day with more than 4.5 inches of rain. However, about 3 inches of rain fell in about 3 hours at the tail end of Florence, when the ground was completely saturated. The combination of steady rain and saturated soils and increasing and excessive tail end intensity resulted in an event that certainly exceeded what would have otherwise been expected based strictly on 24 hour rainfall statistics.

Figure 6: Precipitation at Horace Williams Airport in Past 3 Months



Local hourly rainfall data from 1999-2018 were also obtained since a focus on longer duration (daily) values may miss patterns or changes in rainfall intensity. A comparison was done to see the number of times per year that hourly rainfall exceeded 0.5" and 1" (Figures 7a,b)⁶. These data suggest a trend towards more frequent shorter duration downpours in recent years.

Figures 7a,b



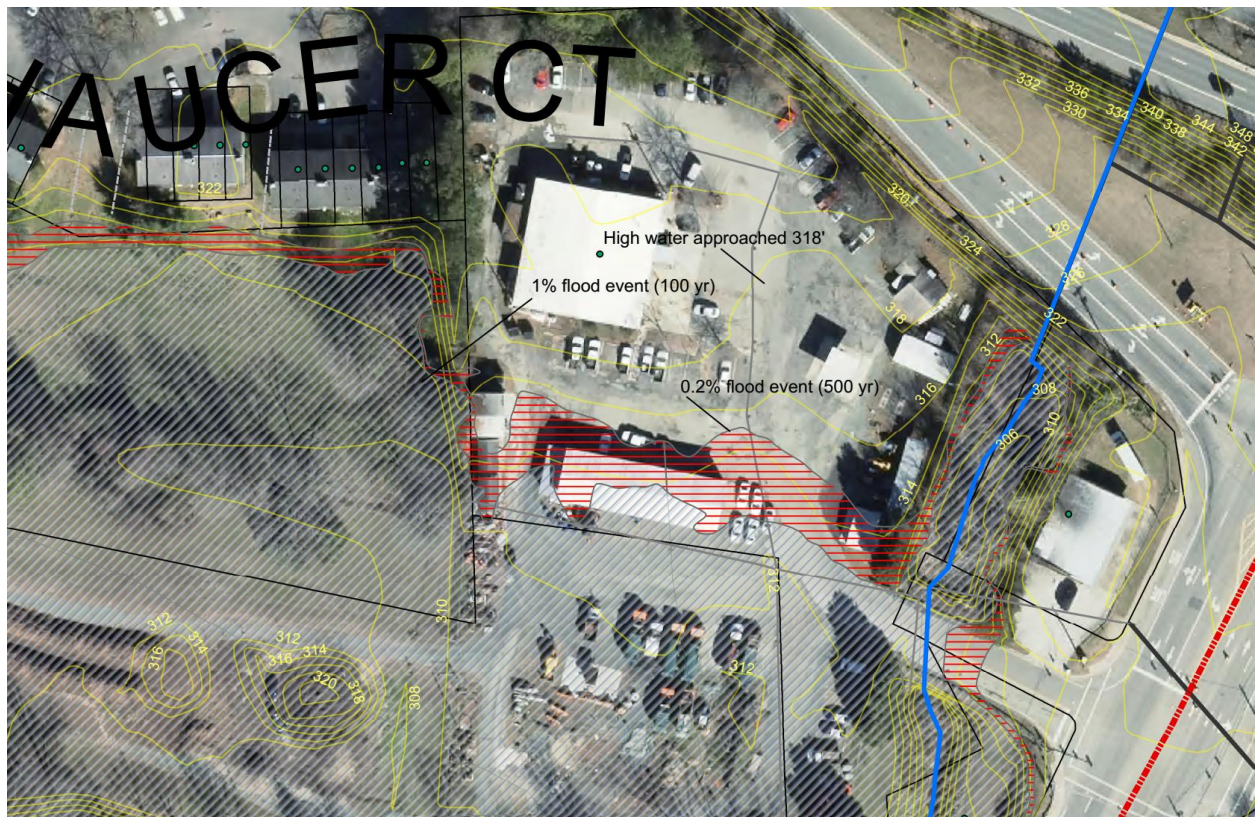
Flood Elevation Based Storm Event Observations

Another way to study storm events is to attempt to measure the flood elevation when a creek tops its bank and spills out into the floodplain. The elevation of the high water mark can be compared to mapped flood elevations, e.g., for the 1% (100-year) and 0.2% (500-year) flood elevations. These flood elevations are regularly modeled, mapped and updated for regulated floodplains draining at least 0.5 square miles.

⁶ Note that none of the 1 hour events during this time period reached the level of even a 2 year storm (1.69"). These events in and of themselves are indicative of more localized, nuisance flooding rather than causing larger streams to come out of their banks.

A more thorough attempt to capture the high water marks from Florence has not (yet) been completed, although one specific observation can be passed on. At the Public Works facility, Florence resulted in a flood elevation that exceeded any observed flood elevation by Public Works staff, and also exceeded both the 1% and 0.2% probability elevations (Figure 7). This happened in spite the fact that significant flood impacts were not reported for the Rocky Brook neighborhood across NC 54 bypass, a regularly flood prone area, during Florence.

Figure 7: Map of Flooding During Florence at Carrboro Public Works



Summary/Additional Observations

A couple of additional/summary points are important to note:

- 1) Rainfall recurrence intervals are based on both the magnitude and the duration of a rainfall event, whereas streamflow recurrence intervals are based solely on the magnitude of the peak flow. It is helpful to consider both in determining the magnitude of a given storm.
- 2) The USGS has found that the effects of urban development on peak flows is generally greater for low-recurrence (e.g., 2-10 year) interval events than for high-recurrence interval floods, (e.g., 25-100 year) events.⁷ During these larger floods, the soil is saturated and does not have the capacity to absorb additional rainfall. Under these conditions, the landscape is behaving as an impervious surface, and essentially all of the rain that falls runs off immediately.
- 3) Confounding factors besides development/land use include:
 - a. Local/site scale variability and deviation from what is occurring at the available gages;
 - i. Flow rates in different sized drainage basins vary based on the duration of the storm. Larger drainage basins have higher times of concentration and will experience larger flow rates in longer duration storms. Small drainage basins have smaller times of concentration and may experience larger flow rates in shorter duration storms (intense thunderstorms);
- 4) To reiterate, Florence presents a good example of the need to look beyond simple metrics since it was a 4 day event, with steady but not extraordinary rain for the first three days, and ending in several hours of intense rain. The degree of flooding impacts therefore would not be predicted by a simple summary statistic such as the 24 hour rain event.
- 5) Data limitations and different data sources, confounding factors, and different insights from different approaches to analysis lead both to some uncertainty and a need for careful interpretation and looking at storm event assessment using these multiple tools.
- 6) There has been in an uptick in high flow events in larger streams since 2013 relative to the preceding decade, but these events are relatively similar to what was experienced in the late 20th century.
- 7) Both regional studies and a local analysis of hourly rainfall data confirm that the intensity of shorter duration storm events has been increasing.

Recommendation

Staff recommend that the Board of Aldermen and Stormwater Advisory Commission receive this memo.

⁷ <https://water.usgs.gov/edu/100yearflood.html>

RECOMMENDATION: Town staff requests that the Board continue the public hearing started on June 26th and consider all pertinent evidence presented. In absence of public, health, safety and/or welfare reason(s) to deny, staff recommends that the Board of Aldermen approve the 18 lot Sanderway AIS CUP based on compliance with the Land Use Ordinance, subject to the following conditions:

1. That Certificates of Occupancy for the final two units may not be issued until such time as the *payment in lieu* for 4.25 affordable units is made (in accordance with the Town's fee schedule at the time of payment). A note to this effect shall be required on the final plat.
- ~~2. That, prior to construction plan approval, the roadway section is shown on the plans continuing to southeast to terminate at the property line.~~
2. *(Reworded) That, prior to construction plan approval, the new Pathway Drive roadway section is shown on the plans continuing to southeast to terminate at the property line.*
3. Prior to construction plan approval, the plans need to include a standard detail, per section 15-291 of the LUO, demonstrating that each lot can provide off-street parking sufficient to accommodate two cars, excluding those spaces provided within the garage.
4. That flexibility be allowed in the execution of the street tree planting plan (subject to the approval of public works and the planning department), such that the combination of existing and proposed trees along all publicly dedicated streets in the subdivision meet the street tree requirements of Section 15-315 of the Land Use Ordinance and that the final arrangement is such that 1/3rd of the street trees retained and/or proposed for this purpose are evergreen.
5. That the developer and, when this responsibility is transferred, the Homeowner's Association, assume full maintenance and repair responsibility for the Filtera stormwater treatment devices located within the proposed public street right-of-way. This responsibility includes, but is not limited to, incidental damages caused by routine Public Works street operations which include, but are not limited to, plowing, road salting, waste collection, and leaf pickup. Related language detailing this responsibility shall be included in the Homeowner's Association declarations and covenants as well as their stormwater operations and maintenance documents.
6. 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 features 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.
7. Per Section 15-263.1, that the developer shall include a detailed stormwater system maintenance plan, specifying responsible entity and schedule. The plan shall include

scheduled maintenance activities for each stormwater BMP in the development, performance evaluation protocol, and frequency of self-reporting requirements (including a proposed self-reporting form) on maintenance and performance. The plan and supporting documentation shall be submitted to the Town engineer and Environmental Planner for approval prior to construction plan approval.

8. That, prior to issuance of a CO, a final plat, or the certification of a stormwater BMP, the Town may require a performance security be posted for a period of two years per the provisions of Section 15-263(i).
9. That utilities shall be installed underground per the provisions or 15-246 of the Land Use Ordinance.
10. That the developer provide a 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;
11. That fire flow calculations must be submitted and approved by the Town Engineer and Town Fire Department prior to construction plan approval.
12. That the applicant receive(s) CAPS from the Chapel Hill-Carrboro City Schools district pursuant to Article IV, Part 4 of the Carrboro Land Use Ordinance prior to construction plan approval.
13. That, prior to final plat approval, the Homeowner's declarations and covenants shall satisfy the applicable provisions of the Land Use Ordinance subject to review and approval of the Town Attorney.

Additional Conditions Applicant will Accept

14. That the existing non-exclusive easement providing access to the three lots (1242, 1244 & 1246 Hillsborough Road) located directly north of the Sanderway AIS, not be abandoned and that all rights and privileges of the three lot owners as well as the underlying property owner not be altered in any manner.
15. ~~That, in the event the owners of the homes located at 1242, 1244 & 1246 Hillsborough Road agree to execute and record in the Orange County Register of Deeds Office documentation that terminates the non-exclusive easement providing access to 1242, 1244 & 1246 Hillsborough Road, then the developer and the owners of the 1242, 1244 & 1246 Hillsborough Road properties shall jointly petition the Carrboro Board of Aldermen to accept the dedication of the paved multi-use path referred to below for public maintenance, with the understanding that the Board of Aldermen shall accept or not accept such dedication, in its sole and absolute discretion. Notwithstanding, developer shall not be responsible for costs related to a jointly filed petition. (This condition has been removed as it is no longer needed with the revised driveway/multi-use path scheme which maintains the existing private nature of the existing driveway).~~
16. ~~(Minor revision, see strike thru below)~~ That the Sanderway Homeowner's Association will maintain the existing drainage ditch coming from Hillsborough Road and along the northern side of the existing gravel driveway and the paved public multi-use path portion of the non-exclusive access easement that is used by the owners of 1242, 1244 & 1246

~~Hillsborough Road to access their properties. This portion of the paved public multi-use path shall be maintained to Town standards. In the event that the said portion is not adequately maintained, the Town will require the Sanderway Homeowner's Association to repair the area. In the event that the HOA does not act within 30 days in a timely manner to correct maintenance problems, the Town is authorized to make necessary repairs and charge the cost of this work to the Sanderway HOA directly, or, and if the HOA does not reimburse the Town within 30 days, then the Town may file a lien against the HOA property for the amount due. In light of this arrangement, the Sanderway Homeowner's documents will include language that describes their responsibility both for the maintenance of the multi-use path and, if they fail in this responsibility, their responsibility for the reimbursement of the Town for repairs made by the Town. This language shall also reference the Town's ability to use liens on the HOA to secure reimbursement.~~

16. *(Revised – ditch language moved to Condition 18, clarifications added)* That the Sanderway Homeowner's Association will maintain the paved public multi-use path portion of the non-exclusive access easement that is used by the owners of 1242, 1244 & 1246 Hillsborough Road to access their properties. As such, prior to the recording of a final plat, this path portion, where it overlaps the existing driveway easement, shall show a public multi-use path easement conferring the maintenance responsibility to the HOA and clarifying the HOA's right of access for maintenance. This portion of the paved public multi-use path shall be maintained to Town standards. In the event that the said portion is not adequately maintained, the Town will require the Sanderway Homeowner's Association to repair the area. In the event that the HOA does not act within 30 days to correct maintenance problems, the Town is authorized to make necessary repairs and charge the cost of this work to the Sanderway HOA directly, or, and if the HOA does not reimburse the Town within 30 days, then the Town may file a lien against the HOA property for the amount due. In light of this arrangement, the Sanderway Homeowner's documents will include language that describes their responsibility both for the maintenance of the multi-use path, and, if they fail in this responsibility, their responsibility for the reimbursement of the Town for repairs made by the Town. This language shall also reference the Town's ability to use liens on the HOA to secure reimbursement.
17. ~~That during the construction process, continued accessibility for the three lots shall be maintained uninterrupted.~~
17. *(Reworded)* ~~That during the construction process, continued accessibility for the three lots shall be maintained without undue disruption.~~
17. *(Reworded)* That prior to construction plan approval, the applicant submit a construction management plan that addresses safety concerns associated with existing pedestrian walk-to-school use of the gravel driveway during construction, and, addresses the logistics of providing continued accessibility to the residents of the three lots (242, 1244 & 1246 Hillsborough Road) to include language that, 1) limits closures to between 11:00 am and 4:00 pm, 2) prohibits closures on garbage and solid waste pickup days until after

the pickup is completed and 3) requires that written advanced notification be provided to the owners of the three lots at least 24 hours of the closure.

- ~~18. That the cross section of the paved multi-use path referred to in Condition 15 shall be constructed to drain exclusively into the existing drainage ditch behind the Barrington subdivision and that the paved multi-use path shall be twelve feet (12') wide with an eight inch aggregate base and one and one half inches of asphalt with shoulders as indicated by Town of Carrboro design standards, which are incorporated herein by reference. (This conditions has been reworded below. The design standard for the multi-use path paving is now covered in new condition 26).~~
- ~~18. (Reworded) That the cross section of the paved multi-use path shall be constructed to drain exclusively into the existing drainage ditch behind the Barrington subdivision.~~
18. (Reworded for clarification) That the Sanderway Homeowner's Association will maintain the full length of the existing drainage ditch associated with the existing gravel driveway on the Barrington Hills side of the Sanderway development. Furthermore, that this drainage ditch, due to its integral function within the overall stormwater system for the Sanderway development, shall be considered a stormwater control measure (SCM) whose maintenance shall be the purview of the Sanderway Homeowner's Association. As such, the cross section of the proposed paved multi-use path shall be constructed to drain exclusively into this ditch. As such, prior to the recording of a final plat, this ditch section, where it overlaps the existing driveway easement used by the owners of 1242, 1244 & 1246 Hillsborough Road shall show a private SCM easement conferring the maintenance responsibility to the HOA and clarifying the HOA's right of access for maintenance purposes. All portions of the ditch outside of the access easement will be assumed to be the responsibility of the HOA. This condition does not prevent the ability of the developer to make minor changes to the ditch location and design in order to accommodate their development plan so long as the overall drainage capture outflow of the ditch section remains functionally equivalent to the current situation.
- ~~19. That the transition between the paved multi-use path and the existing gravel drive serving lots 1242, 1244 and 1246 Hillsborough Road shall be located and designed with a paved five foot (5') apron. (This condition has been removed as it is no longer needed with the revised driveway/multi-use path scheme which maintains the existing private nature of the existing driveway).~~
20. That "No Parking" signs will be installed and maintained along the frontage of any Lot within the Sanderway AIS adjacent to the non-exclusive access easement that is used by the owners of 1242, 1244 & 1246 Hillsborough Road to access their properties.
- ~~21. That, all impervious surfaces, except as set forth in CUP stipulation 18, must drain to the stormwater management system.~~
21. (Reworded) That, all impervious surfaces, excluding the impervious surfaces associated with the multi-use path (including the shared driveway), must drain to the stormwater management system.
- ~~22. That, the Applicant's submission of construction documents will demonstrate, that the development complies with all stormwater management requirements. The Applicant's construction design will not increase the peak flow at the downstream limits of the development and may include improvements to existing culverts. To the extent required by Town of Carrboro ordinance, the Applicant will supply to the Town supporting~~

~~calculations, construction plans, and tables reflecting pre- and post-construction stormwater conditions for the post development -1, -2, -5, -10, and -25 year 24 hour storms. The supporting information shall include impacts to the peak flow due to installation of a sewer line along the OWASA easement and any other clearing of vegetation and trees. (This condition is reworded below to clarify the exact drainageway being described).~~

22. *(Reworded for clarification) That, the Applicant's submission of construction documents will demonstrate, that the development complies with all stormwater management requirements. The Applicant's construction design will not increase the peak flow at the downstream limits of the development and may include improvements to existing culverts located on the Sanderway property and serving the existing drainageway that runs southwest to northeast immediately adjacent to the existing gravel driveway along the northwestern property line. To the extent required by Town of Carrboro ordinance, the Applicant will supply to the Town supporting calculations, construction plans, and tables reflecting pre- and post-construction stormwater conditions for the post development -1, -2, -5, -10, and -25 year 24-hour storms. The supporting information shall include impacts to the peak flow due to installation of a sewer line along the OWASA easement and any other clearing of vegetation and trees.*
23. ~~That the construction drawing stormwater management system requirements set forth in Condition 22 shall be peer reviewed collaboratively with the Project Engineer, the Town Engineer and a third-party licensed engineer, subject to the condition that the third-party engineer shall be chosen and paid for by the property owners at 1242, 1244 & 1246 Hillsborough Road. When the design is fifty percent (50%) complete and again when the design is ninety percent (90%) complete the peer reviews shall be accomplished in designated meetings attended only by the three (3) engineers. In addition, the Project Design engineer shall certify the as-built stormwater management system is in compliance with the Town of Carrboro Land Use Ordinance. (This condition is replaced with the condition below).~~
23. *(Replacement Condition 23) That the property owners of 1242, 1244 & 1246 Hillsborough Road will be notified when construction plans and supporting documentation are submitted to the Town for review and that these materials will be made available to them. The Town Engineer, if necessary, can also be made available to meet with the neighbors or their representative to discuss the plans.*
24. ~~That, the Final Plat shall contain a specific note that the section of the ephemeral stream located on lot 7 shall be designated as a drainage easement.~~
24. *(Revised for clarification) That, the Final Plat shall contain a specific note that the section of the existing drainage way that runs southwest to northeast immediately adjacent to the existing gravel driveway along the northwestern property line located on lot 7, shall be designated as a drainage easement to potentially allow for a segment of drainage pipe to be installed on this lot.*

New Conditions

25. That Certificates of Occupancy for the final two units may not be issued until such time as the *payment in lieu* for 58.85 recreation points (in accordance with the Town's fee schedule at the time of payment). The funds from this payment will be directed to the

proposed Martin Luther King Park on Hillsborough Rd which has been found to be close enough to the development to reasonably serve its residents. A note to this effect shall be required on the final plat.

26. That the cross-section of the paved multi-use path utilize the same standards for asphalt paving, base and path width as does the Town-constructed Homestead Road-Chapel Hill High School Multi-Use Path except that the pavement section may be reduced from 10' to 8' in width in the section that parallels the existing gravel driveway.
27. That, prior to construction plan approval, the pavement markings of the multi-use path will be reviewed by the Town Transportation planner.
28. ~~That the transition between the paved multi-use path and the existing gravel drive serving lots 1242, 1244 and 1246 Hillsborough Road shall be located and designed with a crossing detail consistent with AASHTO multi-use path standards.~~
28. *(Revised to add bollard language) That, prior to construction plan approval, the transition between the paved multi-use path and the existing gravel drive serving lots 1242, 1244 and 1246 Hillsborough Road shall be located and designed with a crossing detail consistent with AASHTO multi-use path standards. Furthermore, that emergency-only mountable bollards be provided in the vicinity of the western terminus of the new Pathway Drive public right-of-way, sufficient to prevent vehicular access from Sanderway to the existing driveway that serves the three lots referenced herein.*
29. That a new non-exclusive private utility and driveway easement section tie into the existing non-exclusive driveway easement providing access to the three lots (1242, 1244 & 1246 Hillsborough Road), from the terminus of the new Pathway Drive public right-of-way.
30. That "Private Driveway" signage be provided at the terminus of the new Pathway Drive public right-of-way whereby the new private driveway/private utility easement begins.
31. That prior to construction plan approval, the grading plan provides sufficient information to ensure that the stormwater plan is not compromised during the issuance of building permits for individual lots. Because of this, each building permit for each lot will require review and approval by the Town Engineer.

Additional New Conditions

32. That, prior to construction plan approval, the developer explore the feasibility of sufficiently relocating the underground stormwater storage pipes (now shown to be sharing the existing gravel driveway) to prevent manholes or other surface appurtenance from being located within the gravel driveway for the purpose of reducing future maintenance problems. Should this revision not be feasible, the developer then take steps to minimize future maintenance problems for surface stormwater appurtenance located within the existing gravel driveway.
33. That the construction plans demonstrate that, where the northern segment of the proposed multi-use path crosses the perennial stream, the existing elevations of the existing crossing will not be further raised thereby preventing higher flood elevations for the properties upstream of said crossing.

A RESOLUTION TO CONTINUE THE SANDERWAY AIS CUP PUBLIC HEARING TO JANUARY 15TH, 2019.

WHEREAS, the Carrboro Board of Aldermen opened the public hearing for the review of the Sanderway AIS Conditional Use Permit on June 26th, 2018; and

WHEREAS, the Carrboro Board of Aldermen held a second public hearing for the project on October 16th, 2018;

NOW, THEREFORE BE IT RESOLVED by the Carrboro Board of Aldermen do hereby continue the Public Hearing for the Sanderway AIS Conditional Use Permit to January 15th, 2019.

This the 13th day of November, 2018.



Town of Carrboro

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

Agenda Item Abstract

File Number: 17-689

Agenda Date: 11/13/2018

File Type: Agendas

In Control: Board of Aldermen

Version: 1

TITLE:

Consider Approval of Final Design Concept for Town of Carrboro Wayfinding System

PURPOSE: The purpose of this item is for the Board to give consider approval of the final design concept for the Town of Carrboro wayfinding system.

DEPARTMENT: Economic and Community Development

CONTACT INFORMATION: Annette Stone, AICP Economic and Community Development Director

INFORMATION: Axia Consulting will be presenting to the Board the final design concept that has been developed during the public outreach portion of the wayfinding design process. After initial input from advisory boards and key stakeholders, the consultant developed three design concepts for the community to consider. The three concepts were presented to all advisory boards, the business community, and public information sessions were held to collect feedback. The concepts remained on display in Town Hall during the summer for public comment including during The 203 public outreach process. The attached design concept is a based on feedback from the community (attachment 1).

Some of the next steps after approval of the design concept will be final refinements of the design including field mock-ups to test legibility of the signs; confirm sign locations; generate construction documents, NCDOT approvals and finalize easements; create production ready art files, develop an RPF for bidding and review proposals. The consultant has developed probable cost estimates (attachment 2). Based on the attached probable cost estimates, phased implementation of the project is recommended with emphasis on wayfinding for parking in the downtown

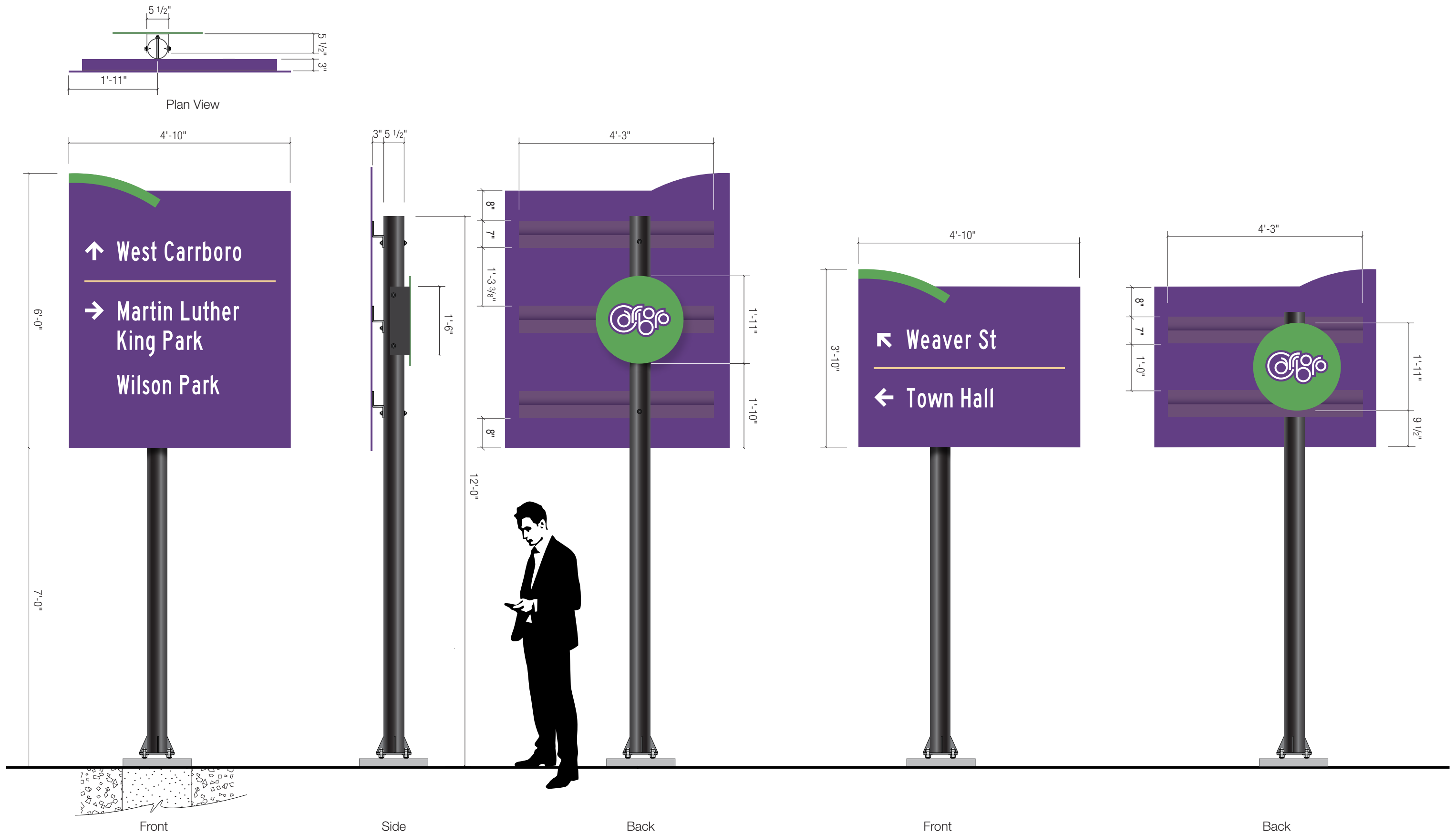
FISCAL & STAFF IMPACT:

RECOMMENDATION:



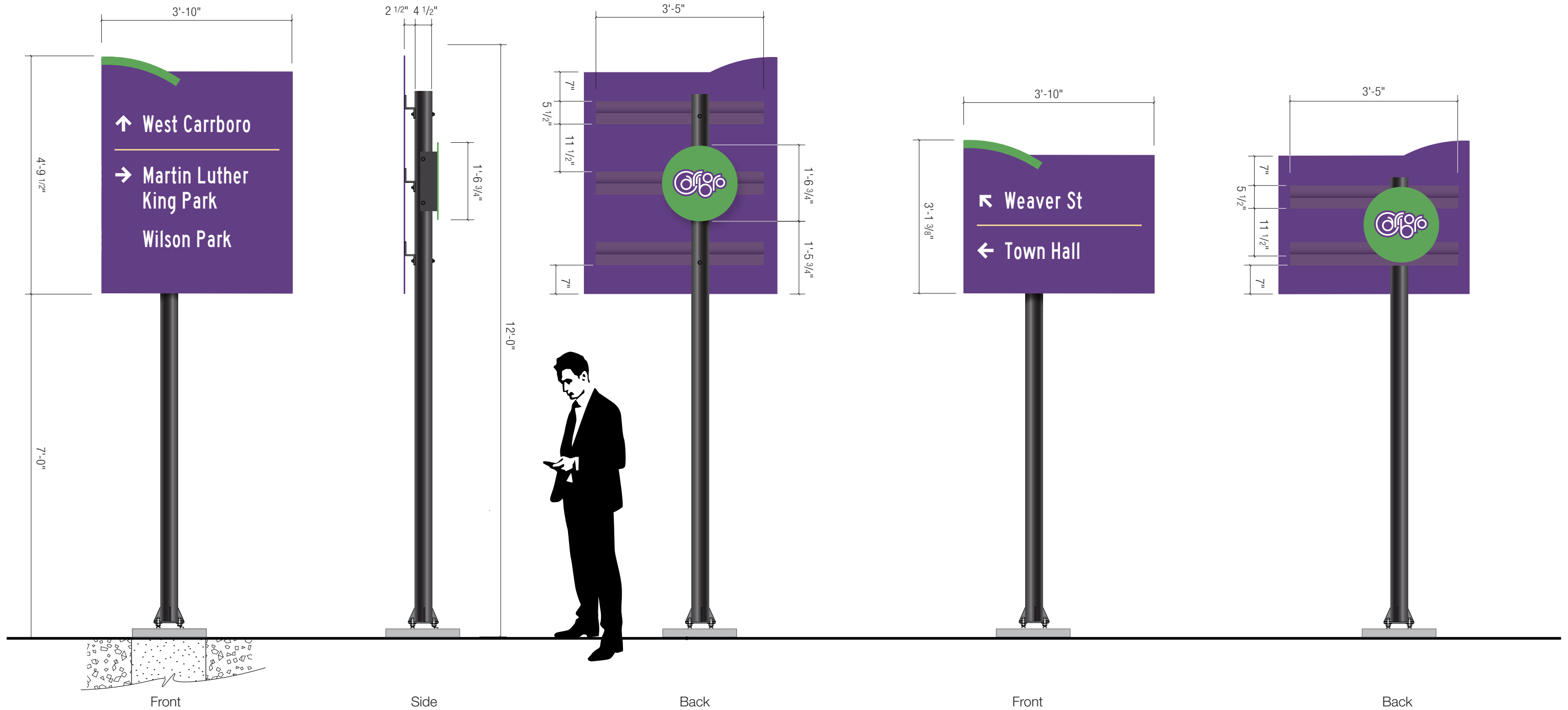
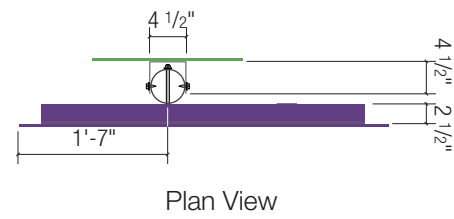
B1 - Gateway Banners

B2 - Pole Banners



V1 - 3 Message Vehicular Guide

V2 - 1 to 2 Message Vehicular Guide

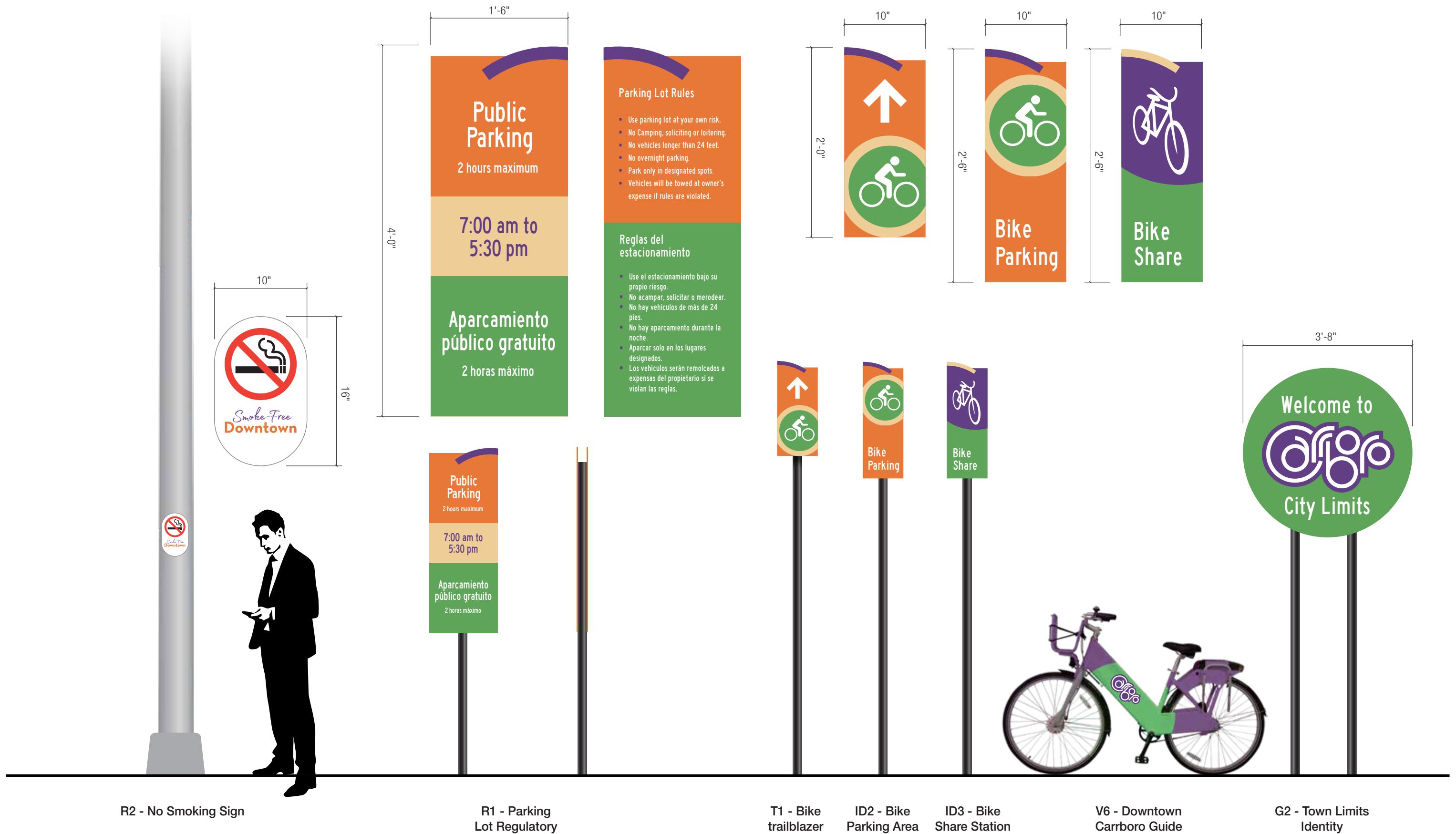


V3 - 3 Message Vehicular Guide

V4 - 1 to 2 Message Vehicular Guide



ID1 Parking Area Identity



R2 - No Smoking Sign

R1 - Parking Lot Regulatory

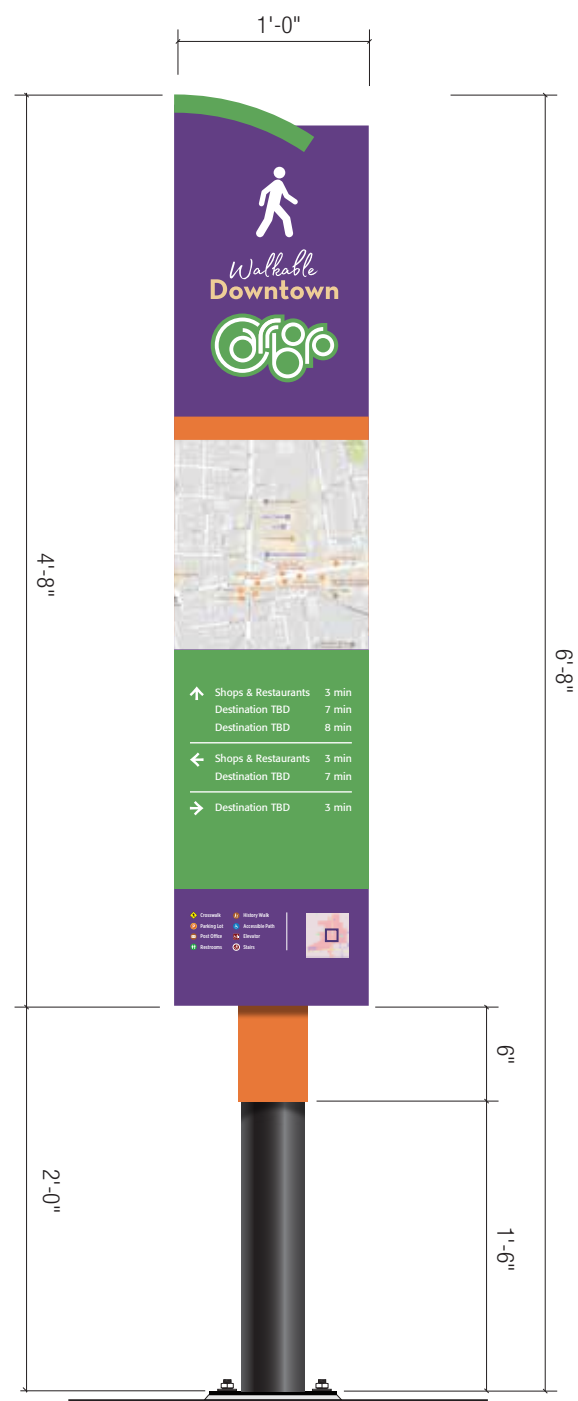
T1 - Bike trailblazer

ID2 - Bike Parking Area Identity

ID3 - Bike Share Station Identity

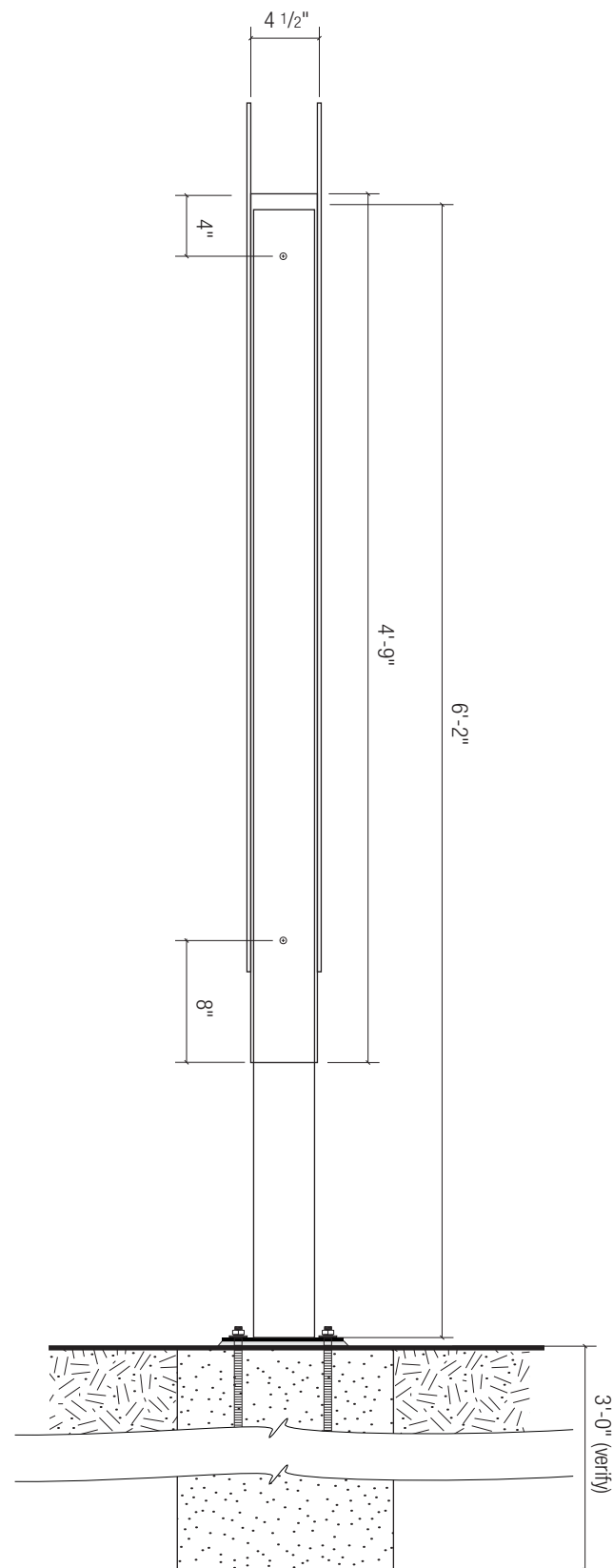
V6 - Downtown Carrboro Guide

G2 - Town Limits Identity

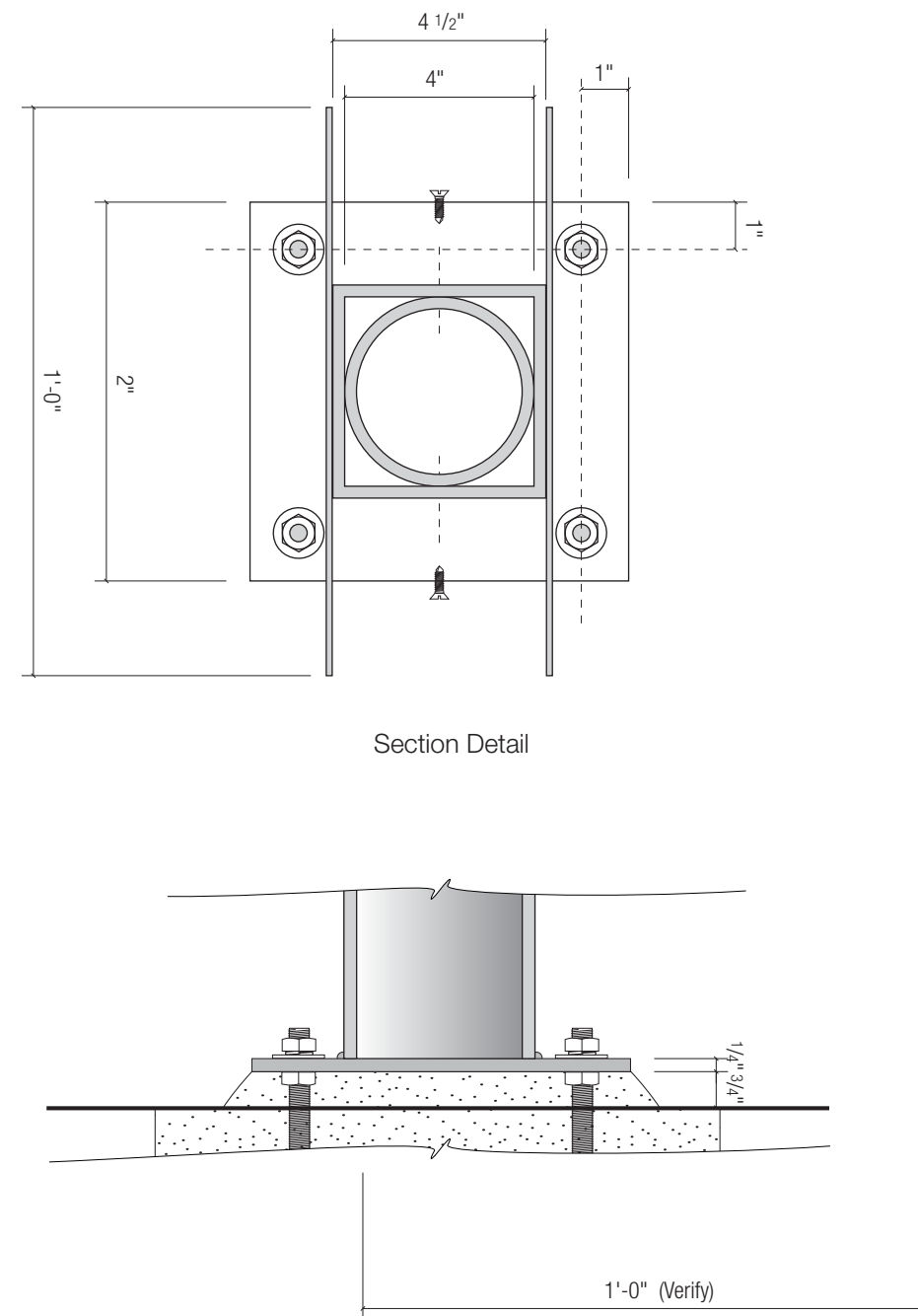


Refined Color Palette

Pedestrian Trailblazer



Side Detail



Mounting Detail

Estimate of Probable Cost

The following costs are very loose estimates were based on estimates provided by a sign fabricator and average costs from past programs. Each estimate includes both fabrication and installation but does not take travel expenses into consideration. Estimated quantities are only exploratory and are subject to change.

Sign Type	Unit Cost Estimate	Estimated Quantity	Total
Gateway Accents (set of 3)	\$4,200	3	\$12,600
Street Banner (with brackets)	\$350	20	\$7,000
Large Vehicular Guide	\$7,500	20	\$150,000
Small Vehicular Guide	\$5,800	15	\$87,000
Branded Downtown Guide	\$1,800	3	\$5,400
Pedestrian Trailblazer (map)	\$3,000	5	\$15,000
Parking Guide	\$3,200	15	\$48,000
Parking Lot Identity (double sided)	\$3,800	10	\$38,000
Branded City Limits Sign	\$2,400	3	\$7,200
Bike Trailblazer	\$800	20	\$16,000
Bike Parking Area Identity	\$800	5	\$4,000
Parking Regulatory Sign	\$950	9	\$8,500
No Smoking Sign	\$100	20	\$2,000
Total Estimate of Probable Cost:			\$400,700 (may vary by a margin of + - 20%)
Possible range:			\$320,000 - \$480,840



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File Number:17-697

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In Control: Board of Aldermen

Version: 1

TITLE:

Concept for Town Facilities Master Plan

PURPOSE: The purpose of this agenda item is to present to the BOA concepts for developing a facilities master plan in order to provide necessary information to identify needed repairs, upgrades and modifications to town facilities.

DEPARTMENT: Public Works

CONTACT INFORMATION: Joe Guckavan, jguckavan@townofcarrboro.org, 919-918-7427

INFORMATION: Town staff recognize the need for repairs, upgrades, and modifications to Town facilities in order to support services provided to citizens. Upon staff discussions we believe it is necessary to prepare a master facilities plan for the purpose of identifying, categorizing, prioritizing, budgeting and funding various projects. The study will be performed in-house with several steps to the process.

1. Staff will identify urgent needs in order to address items that may interrupt service or cause additional impacts and costs to facilities if not addressed right away (i.e. roofs, parking lots, etc.) The purpose of this phase is to identify critical issues in time for discussion during the budget preparations this year in order to perform work in Fiscal Year 2019-2020.

Staff will begin the process of preparing a facilities master plan for use in planning and decision making for subsequent years. Staff will begin assessing current conditions of town facilities and preparing a document to inform decisions as we plan for repairs, upgrades and modifications in order to provide and maintain town facilities to best serve Carrboro citizens.

FISCAL & STAFF IMPACT: The Town facilities master plan will be performed by town staff, possibly supplemented by some professional services to evaluate certain components of facilities. This will require each department to invest several hours for input and discussion regarding departmental needs. In addition, Public Works need to invest several hours per week over the next year in order to lead the process and develop the master plan. The estimated cost for professional services to supplement the study is less than \$10,000

RECOMMENDATION: Staff recommends proceeding with an in-house study and preparation of a Facilities Master Plan as outlined above.



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Version: 1

TITLE:

Discussion of Board of Aldermen Meeting Schedule

PURPOSE: The purpose of this item is to allow the Board of Aldermen to review their current meeting schedule and possibly discuss revisions.

DEPARTMENT: Town Clerk, Town Manager

CONTACT INFORMATION: Cathy Dorando, David Andrews

INFORMATION: The last time that the Board of Aldermen discussed their current meeting makeup schedule was April 21, 2009. At that time, the following was adopted:

1. Designate the first and third Tuesdays of each month as regular Board of Aldermen meetings.
2. Designate the second Tuesday of each month for work sessions for discussion only with a three-hour time frame and discussion limited to the Mayor, Aldermen, and appropriate staff.
3. Designate the fourth Tuesday for public hearings and allow public comment on items scheduled for public hearings only; carryover of a continued public hearing until the fourth Tuesday of the following month unless it is determined that the hearing should be continued to a non-public hearing meeting because of scheduling conflicts. Avoid scheduling more than one conditional use permit hearing per meeting if possible.
4. Allow the Town Manager to use discretion in scheduling public hearings at one of the regular meetings when it will avoid an undue number of public hearings on the fourth Tuesday and it will not create an unreasonable number of agenda items for the regular meeting.
5. Inform the Manager of matters needing staff attention prior to meetings.
6. Agree to cancel public hearings and worksessions when there are no items

scheduled

At this time, all Board of Aldermen meetings are held on Tuesdays and begin at 7:30 P.M. The Board has recently had several meetings that have run past the 10:00 P.M. requested end time for meetings and this has caused some frustration.

To address this, staff would like to allow the Board to discuss everything that they would like for their future meetings. This could include: offering flexible public hearing days by not focusing on the 4th Tuesday; beginning the meetings at an earlier time (food could be provided); having meetings on a day other than Tuesday; etc. Simply put, the Board's meeting schedule is open to any changes that the Board would like to make. The General Statute guiding meetings is provided below for reference:

NCGA 160A-71 Regular and special meetings; recessed and adjourned meetings; procedure.

(a) The council shall fix the time and place for its regular meetings. If no action has been taken fixing the time and place for regular meetings, a regular meeting shall be held at least once a month at 10:00 A.M. on the first Monday of the month.

(b) (1) The mayor, the mayor pro tempore, or any two members of the council may at any time call a special council meeting by signing a written notice stating the time and place of the meeting and the subjects to be considered. The notice shall be delivered to the mayor and each councilman or left at his usual dwelling place at least six hours before the meeting. Only those items of business specified in the notice may be transacted at a special meeting, unless all members are present or have signed a written waiver of notice. In addition to the procedures set out in this subsection or any city charter, a person or persons calling a special meeting of a city council shall comply with the notice requirements of Article 33C of General Statutes Chapter 143.

(2) Special meetings may be held at any time when the mayor and all members of the council are present and consent thereto, or when those not present have signed a written waiver of notice.

(3) During any regular meeting, or any duly called special meeting, the council may call or schedule a special meeting, provided that the motion or resolution calling or scheduling any such special meeting shall specify the time, place and purpose or purposes of such meeting and shall be adopted during an open session.

(b1) Any regular or duly called special meeting may be recessed to reconvene at a time and place certain, or may be adjourned to reconvene at a time and place certain, by the council.

(c) The council may adopt its own rules of procedure, not inconsistent with the city charter, general law, or generally accepted principles of parliamentary procedure. (1917, c. 136, subch. 13, s. 1; C.S., s. 2822; 1971, c. 698, s. 1; 1973, c. 426, s. 14; 1977, 2nd Sess., c. 1191, s. 7; 1979, 2nd Sess., c. 1247, s. 5; 1989, c. 770, s. 37.)

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The Board will adopt their annual meeting calendar on December 4, 2018.

FISCAL & STAFF IMPACT: Discussion of the meeting schedule does not have a fiscal impact.

RECOMMENDATION: If the Board of Aldermen requests changes to the current schedule, staff requests that clear direction is provided so that resolution can be brought back to the Board making those changes.