



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

**Town of Carrboro**

**Meeting Minutes**

**Town Council**

**November 9, 2021**

**7:00 PM**

**Remote Meeting**

**This meeting was held via Zoom teleconference and broadcasted live on cable television and the internet.**

**Present:** Mayor Lydia Lavelle, Council Member Barbara Foushee, Council Member Jacquelyn Gist, Council Member Randee Haven-O'Donnell, Council Member Susan Romaine, Council Member Damon Seils, Council Member Sammy Slade

**Also Present:** Richard White, Town Manager; Brady Herman, Town Attorney; Mary Bryant, Deputy Town Clerk

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**POETRY READING**

Fred Joiner, the Town's Poet Laureate, read a poem by Amiri Baraka titled "Ka'ba" from a collection of poetry called "S.O.S."

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**PUBLIC COMMENTS**

Kevin Poimboeuf and Shelly Welch, founder of Wildflower School, located at 3100 Damascus Church Road, spoke to the Council about ongoing issues they have had with Merritt's Gravel Pit which borders the Wildflower School property. They expressed interest in filing an appeal to the settlement agreement in place

Ian Richardson, the attorney representing Merritt's Gravel Pit, was present and responded to the comments to say that his client is in compliance with the settlement agreement.

Town Manager Richard White responded to say that he visited the site last Monday and that he, along with the town attorney and staff, have worked to respond to the complaints received. He said he will send the Council a summary of the conclusions made after the site visit last week.

Council Member Slade responded to say that he wants to be sure that Shelley and Kevin are given documentation to initiate the process of filing an appeal. He also said that he is interested in discovering if trees were cut down in violation of town ordinance.

Mayor Lavelle responded by saying that she is interested in learning who has standing to file an appeal.

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**APPROVAL OF OCTOBER 5, 2021, AND OCTOBER 12, 2021, MEETING MINUTES**

**MOTION WAS MADE BY COUNCIL MEMBER BARBARA FOUSHEE, SECOND BY COUNCIL MEMBER HAVEN-O'DONNELL TO APPROVE THE MINUTES OF OCTOBER 5, 2021, AND OCTOBER 12, 2021, AS AMENDED. VOTE: AFFIRMATIVE ALL.**

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**REQUEST TO AUTHORIZE MANAGER TO EXTEND CONTRACT WITH WETHERILL ENGINEERING FOR PRELIMINARY ENGINEERING SERVICES FOR THE JONES CREEK GREENWAY**

The contract for Wetherill Engineering, the design firm preparing the bid documents for the Jones Creek Greenway, is scheduled to expire at the end of December. The purpose of this agenda item was to authorize the Town Manager to execute a contract extension with Wetherill in order to complete the preliminary design and associated bid documents.

**Motion was made by Council Member Foushee, seconded by Council Member Haven O'Donnell, to approve the following resolution:**

**A RESOLUTION AUTHORIZING THE TOWN MANAGER TO EXTEND THE CONTRACT WITH WETHERILL ENGINEERING FOR PRELIMINARY ENGINEERING SERVICES FOR THE JONES CREEK GREENWAY (TIP# C-5181)**

WHEREAS, the Town of Carrboro executed a municipal agreement, and supplemental agreement with the North Carolina Department of Transportation to receive Congestion Mitigation and Air Quality Improvement Program (CMAQ) Funds for the design and construction of the Jones Creek Greenway, a one-hundred-foot bridge and paved greenway trail between Lake Hogan Farm Road and the Twin Creeks Greenway; and,

WHEREAS, on June 27, 2017, the Town entered into a contract with Wetherill Engineering to complete preliminary engineering services for the project; and

WHEREAS, additional time is needed to complete the preparation of bid documents, the bid advertisement, and review the award and execution of a construction contract.

NOW, THEREFORE, BE IT RESOLVED by the Carrboro Town Council that the Council authorizes the Town Manager to extend the contract with Wetherill Engineering for one year.

This the 9th day of November 2021.

**Ayes:** Mayor Lydia Lavelle, Council Member Barbara Foushee, Council Member Jacquelyn Gist, Council Member Randee Haven-O'Donnell, Council Member Susan Romaine, Council Member Damon Seils, Council Member Sammy Slade

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**AUTHORIZATION FOR THE TOWN MANAGER TO RENEW A PARKING LEASE WITH MAIN STREET PROPERTIES**

The purpose of this item was to authorize the Town Manager to renew the existing lease on 150 daytime and 250 evening and night parking spaces in the parking garage at 300 E. Main/Hampton Inn through 2023.

**Motion was made by Council Member Seils, seconded by Council Member Haven O'Donnell, to approve the following agreement:**

**EXTENSION OF PARKING AND LEASE AGREEMENT**

THIS EXTENSION OF PARKING AND LEASE AGREEMENT ("Agreement") is made as of the 19th day of August, 2021, by and between Main Street Properties of Chapel Hill, LLC, a North Carolina Limited Liability Company, ("Lessor"), having a mailing address of 370 E. Main Street, Suite 200, Carrboro, North Carolina 27510 and the Town of Carrboro, a North Carolina municipal corporation, ("Lessee"), having its offices at 201 W. Main Street, Carrboro, NC 27510.

WHEREAS Lessor and Lessee have previously entered into a Parking and Lease Agreement with respect to certain real property and improvements thereon, pursuant to which Lessee leases from Lessor parking spaces on the Property owned by Lessor and known as 300 East Main Street in Carrboro; and

WHEREAS the term of said Parking and Lease Agreement was extended until and through August 19, 2021, by mutual agreement of Lessor and Lessee, and Lessor and Lessee now wish to further extend the lease term through December 31, 2023, under the same lease terms and conditions as stated in that certain Option to Extend Lease Agreement dated October 25, 2017.

NOW, THEREFORE, based on the premises stated and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Lessor and Lessee, it is agree as follows:

117  
118 **1. Term and Rental.** The term of the Parking Lease and Agreement is extended  
119 until and including December 31, 2023. During the extended term, the Town shall pay to  
120 Lessor as “rent” for the number and type of parking spaces described in paragraph 2 below,  
121 an annual payment equal to three percent (3%) of the combined gross receipts of the  
122 Hampton Inn & Suites hotel now existing on the Property and the Hilton Garden Inn hotel  
123 planned to be constructed on the Property up to a maximum annual rate of \$90,000.00 and  
124 (b) upon the issuance of a certificate of occupancy for the proposed Hilton Garden Inn to be  
125 built at 107 Padgette Lane the maximum annual rent shall increase to \$120,000.00.

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127 **2. Parking Spaces Leased – Number, Location and Time.** During any the  
128 extended term, the Town leases from Lessor, and Lessor shall make available “public  
129 parking”, at least 150 undesignated parking spaces at the Property during daytime hours  
130 (7:00 a.m. until 5:30 p.m.) and at least 250 undesignated parking spaces during nighttime  
131 hours (5:30 p.m. until 3:00 a.m.). These “public parking” spaces shall be available free of  
132 charge to the public for increments of at least three (3) consecutive hours per user on terms  
133 at least as favorable as the most favorable terms offered for other “undesignated” parking  
134 spaces at the Property. During the extended term, Lessor may not reduce the number of  
135 undesignated parking spaces made available to the public pursuant to the terms of the  
136 Parking Lease and Agreement without the Town’s consent, which consent shall not be  
137 unreasonably withheld, conditioned, or delayed.

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139 **3. Town’s Right to Opt Out.** Upon six (6) months advance written notice to Lessor, the  
140 Town may during any “option year” (i.e., during any year beginning on or after August 19,  
141 2018), (a) “opt out” of the remaining term of the Parking Lease and Agreement, or (b)  
142 reduce the number of parking spaces available to the Town and the public as “public  
143 parking”, and if the Town does so then the annual rent payable at that time shall be reduced  
144 proportionately.

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146 **4. Roberson Street/Main Street Parking Lot.** Lessor and the Town acknowledge  
147 that Lessor owns additional property used as a parking lot, located at the corner of Roberson  
148 Street and Main Street, and that parking spaces at this lot are now counted toward satisfying  
149 Lessor’s parking requirements at the Property. Should any of the parking spaces located in  
150 the Roberson Street/Main Street parking lot be eliminated by Lessor for any reason, the  
151 elimination of such parking spaces shall not reduce the number of undesignated parking  
152 spaces required by the Parking Lease and Agreement to be made available as “undesignated  
153 public parking”.

154  
155 **5. Special Event Parking Coordination.** Lessor and the Town acknowledge that  
156 better coordination of parking spaces available at the Property during “special events”,  
157 including Town-sponsored events, would be mutually beneficial to Lessor and the Town.  
158 Therefore, and with this mutual interest in mind, Lessor and the Town agree to work  
159 together to develop a plan to improve communication and coordination concerning the  
160 availability and use of parking spaces at the Property and at the parking garage, particularly  
161 during events for which the Lessor or the Town anticipate significant extraordinary demand  
162 for parking. Furthermore, Lessor and Town agree that notwithstanding any provision in this  
163 Agreement to the contrary, Lessor shall suspend the maximum time limitation on parking

established in paragraph 2 above (relating only to spaces covered by this Agreement) for up to eight (8) days each calendar year for Town sponsored special events, provided that the Town must give Lessor at least sixty (60) days advance written notice of each date for which the time limitation is to be suspended. The Town may request additional suspensions of the time limitations on a case-by-case basis in connection with special events sponsored by Carrboro-area community organizations. Provided that the Town provides parking monitoring services at its expense for large or weekend special events, Lessor will use reasonable efforts not to refuse access to parking spaces available for Town use during special events unless the maximum number of undesignated available parking spaces are occupied, and the Town and Lessor shall cooperate to provide sufficient qualified staff to be paid by the Town to monitor the use of parking spaces on the Property during Town-sponsored special events.

**6. Survival of Existing Parking Lease and Agreement Terms.** Except as specifically set forth herein, the terms of the existing Parking Lease and Agreement shall remain in full force and effect during the extended term of this Agreement. To the extent that there may be any conflict between the terms of this Extension of Parking and Lease Agreement and the Parking Lease and Agreement, the terms of this Agreement shall control.

LESSOR: Main Street Properties of Chapel Hill, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

TOWN OF CARRBORO

By: \_\_\_\_\_

Richard J. White III, Town Manager

**EXHIBIT A TO LEASE**

Deed/Legal Description of Property

(TO BE PROVIDED)

This the 9th day of November 2021.

**Ayes:** Mayor Lydia Lavelle, Council Member Barbara Foushee, Council Member Jacquelyn Gist, Council Member Randee Haven-O'Donnell, Council Member Susan Romaine, Council Member Damon Seils,

**Noes:** Council Member Sammy Slade

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**EL CENTRO HISPANO: PRESENTATION ON THE CASA FOR EMPLOYMENT AND LEADERSHIP (CEL) PROGRAM**

206 The purpose of this item was for the Town Council to receive a presentation from staff at El  
207 Centro Hispano on the CEL program.

208 Pilar Rocha-Goldberg, President & CEO; Mauricio Solano, Economic Development  
209 Director; and Vicki Cruz, Workforce Development Coordinator; from El Centro Hispano  
210 Inc., gave a presentation to the Town Council on their CEL (Casa de Empleo & Liderazgo)  
211 program.

212 **UPDATE ON DRAFT BIKE SHARE RFP**

213  
214 The purpose of this item was to provide the Town Council an update on the development of  
215 an RFP (Request for Proposals) to select a bike share service provider to create a unified  
216 system for Carrboro, Chapel Hill, and UNC-Chapel Hill and to seek guidance on specifics  
217 of the system.

218

219 **Motion was made by Council Member Haven-O'Donnell, seconded by Council**  
220 **Member Seils, to approve the following resolution:**

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222 A RESOLUTION PROVIDING DIRECTION ON THE DRAFT BIKE SHARE REQUEST  
223 FOR PROPOSALS

224

225 WHEREAS, the Town Council has received presentations on important long range, regional  
226 and statewide transportation plans; and

227

228 WHEREAS, development of a bike share system has been a priority of the Town since the  
229 2009 Bicycle Transportation Plan; and

230

231 WHEREAS, Carrboro, Chapel Hill and UNC are collectively working to develop an RFP  
232 jointly that would create a unified bike share system; and

233

234 WHEREAS, Town staff have requested Council input and have provided the Council with  
235 updates related to specific projects at regular intervals.

236

237 NOW THEREFORE, BE IT RESOLVED by the Carrboro Town Council directs staff to  
238 finalize development of the RFP in conjunction with Chapel Hill and UNC staff.

239

240 BE IT FURTHER RESOLVED that the Council provides the following comments:

241

- 242 1. Add the bus map in RFP  
243 2. Enforcement of minimum age of 16 years old for riders  
244 3. Report ad revenue and how it impacts user fee  
245 4. Explore solar charging options  
246 5. Encourage helmet usage to the furthest extent possible  
247 6. Be open to the idea of scooters in the future, if possible  
248 7. Add the neighborhood of Lake Hogan Farms

249

250 This the 9<sup>th</sup> day of November 2021.

251 **Ayes:** Mayor Lydia Lavelle, Council Member Barbara Foushee, Council Member Jacquelyn  
252 Gist, Council Member Randee Haven-O'Donnell, Council Member Susan Romaine,  
253 Council Member Damon Seils, Council Member Sammy Slade

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255 **POLICE DEPARTMENT QUARTERLY EQUITY REPORT**

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257 The Purpose of this agenda item was to provide the Town Council a brief overview of the  
258 quarterly equity report for the third quarter of 2021.

259  
260 Police Chief, Chris Attack, presented the report to the Council.

261  
262 **Motion was made by Council Member Seils, seconded by Council Member Foushee, to**  
263 **accept the report.**

264  
265 **Ayes:** Mayor Lydia Lavelle, Council Member Barbara Foushee, Council Member Jacquelyn  
266 Gist, Council Member Randee Haven-O'Donnell, Council Member Susan Romaine,  
267 Council Member Damon Seils, Council Member Sammy Slade

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270 **CLOSED SESSION**

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272 **MOTION WAS MADE BY COUNCIL MEMBER SLADE, SECONDED BY**  
273 **COUNCIL MEMBER ROMAINE, TO ENTER INTO CLOSED SESSION**  
274 **PURSUANT TO N.C.G.S. 143- 318.11(A)(1) AND CLOSED SESSION 143-**  
275 **318.11(A)(3). VOTE: AFFIRMATIVE ALL**

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278 **OPEN SESSION**

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280 **MOTION WAS MADE BY COUNCIL MEMBER SEILS, SECONDED BY**  
281 **COUNCIL MEMBER GIST, TO ENTER INTO OPEN SESSION. VOTE:**  
282 **AFFIRMATIVE ALL**

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285 **ADJOURNMENT**

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287 **MOTION WAS MADE BY COUNCIL MEMBER SLADE, SECONDED BY**  
288 **COUNCIL MEMBER HAVEN-O'DONNELL, TO ADJOURN THE MEETING.**  
289 **VOTE: AFFIRMATIVE ALL**

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294 **Town Clerk**  
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**Mayor**





