

To view a complete listing of all questions/comment received at the various Carolina North meetings, please visit [Summary of Key Interests - Carolina North Planning Process](#) (pdf) or [Summary of Key Interests - Carolina North Planning Process](#) (MS Word).

Summary of Key Interests
Proposed Carolina North Development
Council Work Session
April 8, 2009

The following questions/comments were raised during the Chapel Hill Town Council's Work Session that was held on Wednesday, April 8, 2009:

Interests Raised by Council Members

Draft Land Use Management Ordinance Text Amendment & Draft Development Agreement

- What permitted uses do we want to allow in the new University-1 (U-1) zoning district without an approved development agreement?
- What uses do we want to allow as Special Use Permits in the new U-1 zoning district without an approved development agreement?
- Attach Table 3.7-1 (Use Matrix) to the draft LUMO text amendment language for ease of reference.
- How much of the Horace Williams tract will be put in the new U-1 zoning district? How much of the tract will be put in the development agreement?
- Is the staff making a recommendation regarding how much of the Horace Williams tract to rezone to the U-1 zoning district?
- If the area associated with the development agreement consists of 250 acres, what rights does UNC retain outside of the area encompassed by the development agreement? Thought the University was going to commit to leave the areas outside of the proposed development agreement area alone for 50 years. So, why are we discussing a zone that has permitted uses and allows Special Use Permits outside of the proposed development agreement area? Why not put a zoning district in place that codifies the commitment to leave the balance of the land alone for 50 years?
- Where did the Council sign off on only a 50-year commitment to leave the balance of the land undeveloped?
- If the development agreement document precluded any other development for 50 years, couldn't the new U-1 zoning district preclude any development activity without an approved development agreement? In other words, the only development permitted in that zoning district is that development which occurs with an approved development agreement.
- If we come to an agreement with regard to some period of time that protects the area outside of the Development Agreement from any development at all, where does this get written down and how is it enforceable, regardless of the type of zoning district?
- Why are we going to rezone the whole tract U-1? Why not just zone the area that we are talking about (that fits the development agreement), and then if we cannot get to an agreement with UNC regarding preservation and perpetuity, just downzone the rest of the tract to R-1?

- R-1 seems like the most protective zoning district without a preservation easement, and the Town and the University can then just come back and re-discuss in 50 years?
- If some sort of permitted use is needed from a legal perspective, what about just allowing some sort of forestry use(s) as the only permissible use without an approved development agreement?
- Is it acceptable for the Town to incorporate language into the development agreement regarding the preservation of land in a conservation easement if that land to be preserved is outside of the Town's jurisdiction (e.g. the Carrboro portion of the Horace Williams tract)?
- Concerned that an intense use like a school would even be considered outside of the targeted development area. The Council should advocate that if there is a school site at Carolina North, it should be included within the targeted 250 acres for development.
- The Council should look to restrict any uses outside the identified 250-acre development area for at least 50 years. Any development outside of the identified 250 acres should not involve any kind of building at all. Only minor uses, such as trails, that support the research activities associated with the forest itself, should be permitted uses outside of the identified area for the development agreement.
- What is the School Board's opinion regarding the notion of a school site at Carolina North, both within the identified development agreement area as well as perhaps in other areas near existing school facilities? Would not want to incorrectly presume something that may or may not match their interests. Need this information to appropriately evaluate the idea of a school site in conjunction with the proposed zoning district and development agreement.
- The School Board and School System has done and continues to do an excellent job of educating kids, but feel that they have done an unenlightened job of land use planning. The Council's job is land use planning. Maybe the School Board can make a case that there is some compelling reason to put another sprawling school out there near the others, but believes that there are other cases to be made and that the pattern of siting schools needs to change.
- Clarification that the desire to check in with School Board is motivated by goal of understanding what kinds of staffing and infrastructure efficiencies are gained or lost based on different sites. Assume that any new school would have a green footprint.
- It will be hard to get a definitive answer out of the school system in the necessary time frame, so supports any school site being subtracted from the identified 250 acres of development and thus keeping the overall footprint of development the same and gives the School Board flexibility as well as the capability to assess where the greatest efficiencies can be achieved.
- Interested in a definition for the term "development" that both regulates the land use and notes what the level of regulation would be, all incorporated within the definition.
- Are we thinking that within the development agreement itself, that there could be levels of activity that would require Council approval?
- Concerned that ability to amend OI-4 was too liberal, and it seems that the amendment language currently included in the Draft LUMO Text Amendment is also too liberal.
- Regarding the LUMO Amendment, how is the term "major amendment" defined?

- Supports concept that when making an administrative decision, the Town Manager would have the flexibility to treat a minor modification like a major modification, and bring it to the Council for review and comment.
- Important when making subjective calls for the Council to recognize the need for balance as to what it should and should not get involved with. Thus, some latitude is desirable.
- Belief that 15% (potentially 450,000 SF of 3,000,000 SF of floor area) involved in the development agreement) is too much discretion for the Town Manager. Comfortable with the idea of moving things around, but not adding this amount of space.
- Are parking lots being counted as open space?
- Would like a recap of the changes that have happened in the OI-4 district, or at least have staff consider this information as part of making its recommendation as to how to proceed.
- Need to include a definition of open space in the development agreement.

Long Range Transit Plan & Transportation Impact Analysis

- How do bikes fit into a potential Bus Rapid Transit (BRT) system? Specifically, where do bicyclists ride their bikes on the shared street system (bike lanes, roadway, etc.)?
- Typically, how long are Bus Rapid Transit (BRT) systems (how many miles do they cover)?
- What is the rationale for not including the southeast road intersections (NC 54 East and US 15-501) in the Traffic Impact Analysis?
- Why are more Weaver Dairy Road intersections not being analyzed as part of the Traffic Impact Analysis?
- There has been discussion of a transit hub at Carolina North. How does the location of this facility affect the Traffic Impact Analysis? For example, does it matter whether the transit club is close to Martin Luther King Jr. Boulevard or is located more internal to the development? It seems like if this facility is more interior to the site, it will not work as well. Would like a better understanding of the pros and cons based on the Traffic Impact Analysis.
- Sections 8.5 and 8.6 of the development agreement do not seem to offer enough assurance.
- Where do the short range transit plans fit into the development agreement?

Review of Group I Issues

Housing

- Does the ability to provide housing at University Square for Carolina North's population mean that of the 25% of the total floor space for the project dedicated to residential uses, that 20% could be on-site and the other 5% could be at University Square?
- The ability to reduce housing provided at Carolina North and/or potentially build all housing for Carolina North at University Square is not consistent with the Council's goals.

- If housing for Carolina North is provided at University Square, does this mean that there is more floor area available for non-residential uses at Carolina North? If so, do not believe that this does Carolina North a favor in the long run.
- Support for as much housing as possible at Carolina North in order to reduce number of vehicular trips needed.
- University Square housing should not be linked to Carolina North as part of the development agreement. Recommend removing this provision.
- Modify the language in G4.4 to emphasize desire for housing to be “permanently affordable.” May need to go ahead and further delineate (e.g. list them out) Council’s policy/goals regarding affordable housing in the development agreement.
- Will the housing at Carolina North be owned or rented by the occupant(s)? Seems that the current draft language in the development agreement is geared towards the ownership model of affordable housing. Does the Town have any sort of policy or precedent regarding affordable rental housing?
- Do we want to bind the University to owner-occupied housing, or is it desirable to offer the University flexibility to have affordable rental housing for those who are more transient?
- People who make 80% or less of the area’s median income are being taken care of with affordable housing efforts, but those who make more than 80% but less than 100% of the area’s median income are not being taken care of by either the private market, affordable housing efforts, or Habitat. These people make up a good portion of the community, and it would be good if some portion of the housing at Carolina North could also serve these portions of the population.
- Regarding section G.4.2, when Carolina North reaches 800,000 square feet {estimated to occur in 2015}, if housing is 15% or less of the built square footage, then the University is required to halt construction until the housing space is increased to be at least 20% of the built space. Why are we only requiring the University to come up to 20%? Why not require the University to come all the way up to the required 25% of built area?
- Section G.4.6 discusses the provision of on-site parking to support on-site housing. What does this mean? What types of numbers and/or ratio of spaces would be acceptable?
- Do we really need Section G.4.6? If we are trying to encourage transit, then why would we allow parking spaces near residences? Suggest deleting this section and dealing with the location of residential parking as part of the master plan.
- How is it fair that families who have big houses and lots of money get to keep their cars at their houses, but families who live in affordable housing do not get to keep their cars near their homes? Suggest that this is something that needs to be designed into the project.
- Perhaps Council should consider stipulating that none of the residential parking for Carolina North can be provided off-site?
- Suggest treating the amount/ratio of parking in the same manner for both subsidized/affordable units and market-rate dwelling units.

- What does the Council accomplish by pushing the residential parking off-site? It is still parking and takes up the same amount of space.
- The University needs to come up with a housing product that people want to buy. Parking is part of that equation. These dwelling units are more likely to include families, and thus the Town needs to help make access to parking more desirable than for undergraduates. What is the parking ratio at Beattie Hill (University married-student housing)?
- Parking should be addressed in the Transportation/Transit section of the development agreement (Section 8), not put in the Housing section where it may be misconstrued. Recommend deleting section G.4.6. This would allow parking to be dealt with as a parking/transportation/transit issue.

Preservation of Open Space and Natural Areas

- The “limited development area” is simply land that is being preserved for future development. The intended uses for the limited development areas needs to be included in the identified 250 acres of development.
- The map needs to specifically reflect that there will be no development in the “limited development areas” and the agreement needs to reflect that if a school ends up being located outside of the identified 250-acre development area, then this acreage would be subtracted from the 250-acre development area so that the total area to be developed remains at 250 acres.
- Important to define development tightly so as to prohibit not just structures, but also undesired land-disturbing activity.
- Why are there two options regarding the area proposed to be covered by the conservation easement?
- Does the reference indicating that the conservation easement shall not preclude utility and road crossings refer to existing features or potential future construction? Do not want to grant an easement for a conservation easement and then subsequently allow the University to run a road through it.
- What is the timing of the conservation easement dedication as compared to the timing for the State and/or Federal permits associated with wetland mitigation?
- How much land would be included in the suggested conservation easement?
- What is the difference, from an analytical perspective, between the lands identified as Category D and E in the Land Suitability Index Category on page 10 of the Ecological Assessment Report and the lands identified as Most Suitable for Conservation (EW) in the Weighted Analysis Land Areas by Land Suitability Index Category set forth on page 11?
- What portion (acres) of the Horace Williams tract qualifies as being located in the Town’s Resource Conservation District?
- Conservation easements can be much stricter than the rules and regulations included in the Town’s Resource Conservation District. Would like for the land to be preserved to not be subject to being degraded by future stream crossings or utility corridors.

- Need to simplify shapes and boundaries associated with preservation areas to absorb small intervening areas that have limited utility, and better define the edges of preservation areas.
- The suggested alternative (those lands identified as Most Suitable for Conservation {EW} in the Weighted Analysis Land Areas by Land Suitability Index Category set forth on page 11 of the Ecological Assessment Report dated October 2007) does not go far enough and does not include all of the desired preservation areas. In particular, this alternative does not really include associated uplands that should also be preserved.
- Would suggest that the transmission line that runs through the western portion of the Horace Williams tract should serve as a dividing line, and that all land west of this corridor gets permanently conserved.
- Regarding whether or not the conservation easement should cover the entire Carolina North tract (including the portion in Carrboro) or just be limited to the portion of the tract in Chapel Hill, can the Town of Chapel Hill include the entire tract without Carrboro's permission?
- Recommend pursuing a conservation easement for the entire Carolina North tract {the portion outside of the identified 250 acre for development} as part of the development agreement.
- What is a "native habitat for a targeted species?"
- Is Section G.5.3 (Developed Area) an appropriate area to include community gardens?
- Would like to identify a fairly simply shaped preservation area that would encompass the Crow Branch perennial stream and associated sensitive drainage areas.

Stormwater Utility

- Important to note that "the University stormwater program includes many, but not all, services that would otherwise be provided by the Town."

Transportation: Transit, Parking, Streets, Sidewalks

- What is the parking ratio on the University's main campus as it exists today?

Fiscal Impacts

- Although Section 9.3 discusses that the University shall conduct an annual accounting of the fiscal impacts to the Town and shall be responsible for resolution of any substantial negative fiscal impacts to the Town, what about indirect costs that the Town may experience?
- Recommend considering involving an independent third party for annual accounting of fiscal impacts to the Town. Also recommend having a professional firm do the work rather than a group of graduate students.
- What about student cars that do not pay their way? Would like to fold in some way for the University to help the Town levy a fee on some subset of the student population that they could identify as having cars in Chapel Hill. Potentially look at an example in Philadelphia as to how a similar situation with another university was handled?

- How do fiscal impacts relate to Section G.13? Although Section G.9 discusses sharing costs, it does not necessarily address ongoing operational costs. We need to take the next steps to make sure that the costs for services necessarily borne by the University are appropriately reimbursed.
- Need a formula and a guarantee that the funding will be provided, not just an identification of the actual deficit.

Energy Conservation and Carbon Credits

- The conditions in the draft development agreement do not appear to be seeking the Town's typical requirement that development be 20% below minimum ASHRAE standards. Would like to understand how this is being addressed.
- Regarding Section G.10.4, what are practical and feasible alternatives to coal for power generation using current technology and practices?
- Concerned about potential health effects from a cogeneration plant. Would like to better understand potential impacts, and any trade-offs that might be involved between having a power supply source in an urban area as associated with bringing in power off of the existing grid.

Review of Group II Issues

Design Standards and Public Art

- Although the University has developed its own design standards, does the Town feel like there is a place for the Community Design Commission in ongoing design review?
- Does the Community Design Commission currently see any University projects?
- What does Section G.12.4 mean? What was the nature of the discussions between Town staff and University staff?
- Would the University consider a percentage for public art?
- Would like to see the University's design guidelines.

Greenways

- Do not like greenway connection to Homestead Road. Sounds like the beginning of a future road connection to Homestead Road.
- Delete 2nd sentence in Section G.16.3(a) regarding early trail being "co-located with future disturbances."

Other Issues

- When the airport and runway are demolished, are there hazardous chemicals that need to be mitigated? Is this a potential concern?

- What basis do we have for knowing and/or thinking that 20 years is the correct time frame for the development agreement?
- Believe that it is in the Town's best interest for the development agreement to cover the maximum period of time.
- Can you have two development agreements on the same property?
- Remove any reference to a north/south road connection to Homestead Road from all maps.

Notes written on large news print at the work session regarding changes to specific sections of the Draft Development Agreement

Housing

- G.4.7 – Delete this provision, pending further discussion.
- G.4.4 – A better definition is needed for “permanent affordability” and rental vs. owner-occupied housing.
- G.4.4 – Spell out what it means to say “full range of affordability.”
- G.4.6 – Delete this provision and consider parking altogether in Section 8 (Transportation: Transit, Parking, Streets, Sidewalks).

Open Space & Natural Areas

- G.5.2 – A better definition is needed for “development.” There are concerns about the list of allowed uses.
- G.5.2 – If a school is sited within the Limited Development Area, the map must reflect the acreage swap with the Developed Area.
- G.5.1 – New alternatives should be provided (and illustrated) that incorporate upland areas and the use of disturbed infrastructure areas for boundaries.
- G.5.3 – Add community gardens to the list of minimal development.

Fiscal Impacts

- G.9.3 – Further discussion is needed regarding some consideration of cost sharing of operating expenses for Town services (e.g. fire protection).
- G.9.3 – Further discussion and exploration of a student car fee.

Energy Conservation

- G.10.4- What are the carbon neutral fuel sources being considered for power generation?
- G.10.4 – What are the impacts/tradeoffs of power generation on site versus that of traditional grid-based power?

- G.10.4 – How is energy reduction relative to ASHRAE 90.1 addressed? Does the ACUPCC account for this in some way?

Greenways

- G.16.3(a) – Delete the second sentence regarding “co-locating.”

General

- Remove the road connection to Homestead Road from all maps.