

### Council Meeting Agenda August 5, 2024 6:00PM

1.	Call to OrderMayor Ed Hook	S		
2.	ment of SilenceMayor			
3.	Recognition of Mebane Fire Department Deputy Chief Tim Bradley for 50 Years of ServiceMayor			
4.	Public CommentsMayo	r		
5.	Consent Agenda-			
	<ul><li>a. Approval of Minutes- July 1, 2024- Regular Meeting</li><li>b. Voluntary Non-Contiguous Annexation Petition- NACC Investment Group, LLC</li><li>c. Final Plat Reapproval- Bowman Place, Ph. S4</li></ul>			
6.	Public Hearings-			
	a. Conditional Rezoning Amendment- Hendon Tiller- Tractor SupplyAshley Ownbey, Development Director (Continued per the applicant from the July meeting)	r		
	b. Economic Incentive Grant- Project Sunny- MorinagaPreston Mitchell, Interim City Manage	er		
	c. Economic Incentive Grant- Project Benjamin- Sandvik	dl.		
7.	State of NC Building Reuse Program Local Government Resolution Project Benjamin- Sandvik			
8.	City Manager Executive Search Schedule Update Steve Straus, Presiden  Developmental Associate			
9.	Lake Michael Spillway Final Financing ApprovalDaphna Schwartz, Finance Directo	r		
10.	Amendments to the Mebane Code of Ordinances - Chapter 4, Animals Mitch McKinney, Chief of Polic	e		
11.	Recommendation to the Alamance County Commissioners for Appointment to the Alamance County Library CommitteeLawson Brown, City Attorne	У		
12.	New Third Street Elevated Storage Tank Lighting & Logo PlacementKyle Smith, Utilities Directo	r		
13.	Community Advisory Committee Appointments - Comprehensive Land  Development Plan Update	У		
14.	WRRF Expansion Project UpdateMs. Schwart	ΞZ		
15	Adjournment	ır		

The Mebane City Council held its regular monthly meeting at 6:00 p.m., Monday, July 1, 2024, in the Council Chambers of the Glendel Stephenson Municipal Building located at 106 E. Washington Street. The video can be accessed through the following link: <a href="https://www.youtube.com/watch?v=TPB5CQYK3tM">https://www.youtube.com/watch?v=TPB5CQYK3tM</a>

**Councilmembers Present:** 

Mayor Ed Hooks
Mayor Pro-Tem Tim Bradley
Councilmember Katie Burkholder
Councilmember Sean Ewing
Councilmember Montrena Hadley
Councilmember Jonathan White

Also Present:

Chris Rollins, City Manager
Preston Mitchell, Assistant City Manager
Lawson Brown, City Attorney
Stephanie Shaw, City Clerk
Ashley Ownbey, Development Director
Daphna Schwartz, Finance Director
Franz Holt, City Engineer

Mayor Hooks called the meeting to order. Pastor Hunter Strength of Beacon Baptist Church gave the invocation.

Mayor Hooks announced that the public hearing *Item g- Conditional Rezoning Amendment-Hendon Tiller- Tractor Supply* was requested to be continued per the applicant. Mr. Bradley made a motion, seconded by Mr. Ewing to continue the public hearing to the August 5, 2024, meeting. The motion carried unanimously.

Mayor Hooks stated that the Council would like to take a few moments to honor retiring City Manager Chris Rollins. Mr. Rollins is set to retire on July 23, 2024. Mayor Hooks read aloud the following Resolution of Recognition.

### RESOLUTION HONORING CITY MANAGER CHRIS ROLLINS ON THE OCCASION OF HIS RETIREMENT

WHEREAS, James Christopher "Chris" Rollins has dedicated 35 years of exemplary service to various municipalities, significantly impacting their growth and development;

WHEREAS, Chris began his career in Mebane in January 2013 serving as the Assistant City Manager, and interim City Manager, ultimately becoming the City Manager in February 2021; and

WHEREAS, Chris has demonstrated an exceptional understanding of municipal government, with a remarkable ability to recall general statutes, ordinances, policies, and best practices, essential for everyday decision-making; and

WHEREAS, Chris has played a pivotal role in Mebane's economic development, and was instrumental in the creation of the North Carolina Commerce Park, a joint venture that amplified the economic growth of Mebane, Graham, and Alamance County, contributing to over \$700 million in industrial investments and the creation of over 3,000 new jobs from 2012 to 2024; and

WHEREAS, Chris has managed significant infrastructure projects, including the renovation and expansion of water and wastewater treatment plants, spearheading essential projects like the Graham-Mebane Reservoir, the impact of which extends far beyond Graham and Mebane, providing clean, safe drinking water to multiple communities and driving notable economic development successes, and the construction of various community facilities, including the \$10 million, 32-acre leisure and sports park, the Mebane Community Park, and the Cates Farm Park; and

WHEREAS, Chris's extensive knowledge and diverse talents extend beyond infrastructural projects and include contributions to the community's cultural fabric through projects such as the Alamance Children's Museum and the Mebane Community Park which stand as testaments to his commitment to enriching community life in Graham and Mebane; and

WHEREAS, Chris's unwavering integrity, comprehensive knowledge, social intellect, and unparalleled municipal skills have earned him respect and admiration from colleagues, citizens, and businesses alike; and

WHEREAS, the true measure of Chris's dedication lies not in the success of these projects, but in his unwavering commitment to service, his tireless involvement in various non-profit, civic, and religious entities, and personal family matters, demonstrating his heartfelt desire to uplift and contribute to his community.

**THEREFORE, BE IT RESOLVED**, Chris Rollins is recognized as being more than an outstanding public servant, but as a community champion, a figure of resilience, and a symbol of commitment to the public good, and the City of Mebane extends its deepest gratitude for his outstanding service and leadership and wishes him all the best in his well-earned retirement.

Adopted this 1<sup>st</sup> day of July 2024.



Mayor Hooks introduced Senator Amy Galey. Senator Galey came forward to present Mr. Rollins with the prestigious Order of the Long Leaf Pine (OLLP) award conferred by the North Carolina Governor's Office. The OLLP is awarded to persons with exemplary service to the State of North Carolina and their communities that is above and beyond the call of duty and which has made a significant impact and strengthened North Carolina. Mr. Rollins received a standing ovation from the Council and everyone in attendance.

Mr. Ewing thanked Mr. Rollins for his mentorship, stating that Mr. Rollins helped him through everything from the time he was elected as a Council Member. He thanked him for teaching him government intricacies. He concluded his comments by stating that he was indebted to him for everything he had taught him and wished him well in his retirement.

Mr. White echoed Mr. Ewing's comments regarding Mr. Rollins' excellent mentorship. He thanked Mr. Rollins for his patience, clear guidance, and tremendous leadership in Mebane.

Ms. Burkholder thanked Mr. Rollins for his guidance and all the time he invested in her as a new Councilmember. She wished him well in his retirement.

Ms. Hadley stated it was a pleasure working with Mr. Rollins over the years and wished him the best.

Mr. Bradley commended Mr. Rollins for his logistical approach to issues and solid leadership. He thanked him for his service and congratulated him on being awarded the OLLP. He wished Mr. Rollins well in his retirement.

Mr. Rollins offered a few words, thanking his parents for their guidance through the years in helping him get to where he is today, and for his wife and children for their long-suffering through the years as he was often pulled away from family time due to the job. He also thanked the many mentors he had during his career, Ray Fogleman, Mike Dula, David Cheek, and Robert Wilson. He shared his educational and job path that led him to becoming a City Manager. He expressed his gratitude for a successful career, highlighting several past and current projects he has had a hand in. He thanked the Mayor and Council for being so good to him, stating that it has been a joy to work with them. He also thanked the city staff and all of the city employees for their work in taking care of the citizens of Mebane.

Mayor Hooks gave an overview of the Consent Agenda as follows:

- a. Approval of Minutes-June 3, 2024- Regular Meeting
- b. Resolution- Designation of July as Park and Recreation Month
- c. Final Plat- Cambridge Park Ph. 3B
- d. Final Plat Reapproval- North First Street Townes Ph. 1
- e. Final Plat Reapproval- Oakwood Ph. 1A
- f. Fire Department Position Request: Fire Marshal

Mr. White made a motion, seconded by Mr. Ewing to approve the Consent Agenda items as presented. The motion carried unanimously.

Item b.

### **Designation of July as Parks and Recreation Month**

**WHEREAS**, Parks and Recreation is an integral part of communities throughout this country, including the City of Mebane; and

**WHEREAS,** Parks and Recreation promotes health and wellness, improving the physical and mental health of people who live near parks; and

**WHEREAS,** Parks and Recreation promotes time spent in nature, which positively impacts mental health by increasing cognitive performance and well-being, and alleviating illnesses such as depression, attention deficit disorders, and Alzheimers; and

**WHEREAS,** Parks and Recreation encourages physical activities by providing space for popular sports, hiking trails, swimming pools and many other activities designed to promote active lifestyles; and

**WHEREAS**, Parks and Recreation is a leading provider of healthy meals, nutrition services and education; and

**WHEREAS**, Parks and Recreation programming and educational activities, such as out-of-school time programming, youth sports and environmental education, are critical to childhood development; and

WHEREAS, Parks and Recreation increases a community's economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime reduction; and

WHEREAS, Parks and Recreation is fundamental to the environmental well-being of our community; and

**WHEREAS,** Parks and Recreation is essential and adaptable infrastructure that makes our communities resilient in the face of natural disasters and climate change; and

WHEREAS, our parks and natural recreation areas ensure the ecological beauty of our community and provide a place for children and adults to connect with nature and recreate outdoors; and

WHEREAS, the U.S. House of Representatives has designated July as Parks and Recreation Month; and

WHEREAS, the City of Mebane recognizes the benefits derived from Parks and Recreation resources.

**NOW THEREFORE, BE IT RESOLVED BY** the Mebane City Council that July is recognized as Parks and Recreation Month in the City of Mebane.

Signed, sealed, and delivered this 1st day of July 2024.	
Ed Hooks, Mayor	

No one spoke during the Public Comment Period.

A Spanish language translator was present and translated the entire proceedings for the public hearings associated with the Buckhorn Flea Market property, otherwise stated as public hearing items c-f.

Mayor Hooks read aloud comments regarding public hearing rules and the expected meeting decorum. Mayor Hooks called for a vote of the Council to concur with his role as Mayor to preside over the meeting, and to have a three-minute time limit for each speaker with a name and address to be provided before the speaker comments. Mr. White made a motion that there be a three-minute time limit for each speaker and that the speaker must give their name and address before the speaker comments. Ms. Burkholder seconded the motion, adding that this practice is the Council's normal process for all public hearings. The motion carried unanimously.

Mr. Brown explained that as to items c and d on the agenda, the Council has no authority to zone the property until it is annexed. He said if the Council desires to combine the two hearings, they must do so by motion. He added that if the Council combines the hearing, the Council will still

need to vote on the annexation request and the rezoning request separately, with the rezoning vote taking place after the annexation vote.

Mr. Bradley made a motion, seconded by Ms. Burkholder, to combine public hearing items 6c and 6d with the understating that the Council must vote on the items separately. The motion carried unanimously.

A public hearing was held on a request from Orange County Investors Partnership- Tracts 1 and 3-R and L Carriers to adopt an ordinance to extend the corporate limits. Mr. Brown presented the request. He stated it is a voluntary contiguous annexation of +/- 84.756 acres on Buckhorn Road in Orange County. At last month's meeting, the Council accepted the annexation petition and the certificate of sufficiency. He said after the rezoning request is heard; the Council must vote on the annexation request first.

A public hearing was held on a request from the applicant/property owner, Orange County Investors Partnership, and the developer, R+L Carriers, requesting a conditional rezoning to HM(CD) to develop a trucking and freight terminal on a site area totaling +/- 83.368 acres and addressed at 508 and 510 Buckhorn Road. The properties are located outside of the Mebane Extraterritorial Jurisdiction (ETJ) in Orange County. Ms. Ownbey gave an overview of the request via the attached PowerPoint presentation.

Dave Pokela, an attorney with Maynard Nexsen of Greensboro, stated he will be presenting the requeset as the representative for R + L Carriers. Mr. Pokela also stated that Stan Richards, Vice President of Construction for R+L Carriers and Austin Watts, a civil engineer with Kimley Horn were in attendance to provide additional information on the request. Mr. Pokela gave an overview of the conditional rezoning request via the attached PowerPoint presentation, reiterating mostly the same information as shared by Ms. Ownbey.

Mr. Richards continued the PowerPoint presentation, sharing background information about the company, R + L Carriers. He also shared slides depicting current facilities owned and operated by R + L Carriers.

The Council asked how many people will be employed on this site. Mr. Richards replied that once it is opened, they would start with approximately 135 personnel, and they look for 8-12% growth per year after that. A breakdown of 8-12 people as dispatch and clerical staff and 75-90 drivers.

Mr. Watts continued the PowerPoint presentation, giving an overview of the proposed site plan, including the proposed truck traffic route within the site, parking areas, fueling center, and the main terminal, along with an area for future expansion and the stormwater pond. Mr. Watts stated that the site plan shows that the applicant will maintain the required 125-foot landscape buffer between the parking lot and the residences to the South.

The Council asked about the number of traffic trips to and from their facility. Mr. Richards stated there would be roughly 500-600 trips per day including the employees coming in and out.

The Council asked if a Traffic Impact Analysis was performed. Mr. Watts answered yes.

Earl Lewellyn, a traffic engineer with Kimley Horn, stated that a TIA was completed, and a report was provided in the Council's packets. The results showed a requirement for a northbound right turn lane on Buckhorn Road, and a southbound left turn lane, as well as a northbound left turn line at the intersection.

The Council asked about runoff containment measures for a spill. Mr. Watts replied, from an overall perspective storm water will be treated with this wet pond with floating wetlands in the back. He further explained that the truck maintenance garage, the fuel center, and the car wash all have their own separate oil water separators to capture hydrocarbons, so that water is then discharged to the main pond after those hydrocarbons are collected.

The following people spoke regarding the requests. Concerns were shared regarding the short notice given to the vendors at the Buckhorn Flea Market on Buckhorn Road requiring them to vacate the premises. They expressed that their businesses at the Flea Market are financially

important to them and their families. They pleaded for the Council's help to extend their stay and to help them find an alternative location to continue their business.

Wendy Padilla, 105 Kind Charles Road, Hillsborough, NAACP member and Orange County Schools Board Member

Bonny Emekoba, 5116 Parkerwood Drive, Knightdale, Flea Market vendor

Bennie Gonzalez, 2000 Paisley Drive, Lot 77, Haw River, Flea Market vendor

Yesenia Vazquez, 1208 Worth Street, High Point, Flea Market vendor

Elia Vazquez Uribe, 121 Transit Avenue, Thomasville, Flea Market vendor

Alba Luz Miranda, 973 Heritage Mountain Trail, Randleman, Flea Market vendor

Marco Vega, 2554 Dare Street, Burlington, Flea Market vendor

Idalia Gallegos, 2057 Tundra Drive, Burlington, Flea Market vendor

German Tascon, 2057 Tundra Drive, Burlington, Flea Market vendor

Mayor Hooks called for a break at 7:35 p.m. Mayor Hooks called the meeting back to order at 8:03 p.m.

Mayor Hooks thanked everyone for their patience. He stated that the common theme of the comments shared by the vendors is that they should be given more time to relocate. He requested that the applicant speak on that subject.

Mr. Pokela stated that after hearing comments from the public, the buyer (applicant) and seller (developer) have talked and on behalf of R +L Carriers, the applicant is willing to offer a condition with this Conditional District Rezoning to allow the vendors at the flea market until August 14<sup>th</sup> to remove what they have on the property, with the understanding that the vendors would not be allowed to operate their business in the flea market.

Mike Fox, an attorney representing the developer, Orange County Investors Partnership, stated that the seller of the property agrees with what has been proposed regarding the time frame and agree to have staff on-site at the property to make sure that the vendors who have property there can get in and out with the understanding that during the additional time frame, there will be no more sales.

The following people came forward commenting on the same previously shared concerns.

Henry Toledo, 202 Supper Club Road, Mebane, Flea Market vendor

Kaitlyn Cortez, 9-year-old granddaughter of Flea Market vendor

Veronica Torres, 1135 Strader Drive, Burlington, Flea Market vendor

Gerzon Sanchez, 1611 Oklahoma Avenue, Burlington, Flea Market vendor

Zaida Mendez, 5641 Western Boulevard, Apt. D, Raleigh, Flea Market vendor

Craig Williams, 2406 McGregor Street, Mebane, Flea Market vendor

Luvia Martinez, 3313 NC Hwy 119, Haw River, Flea Marker vendor

Brenda Rodriquez, 3847 Leo Street, Winston Salem, Flea Market vendor

Abdoulaye Hachimo, 1831 Chapel Hill Brook Way, Flea Market vendor

Mr. White made a motion, seconded by Mr. Ewing, to close the public hearing. The motion carried unanimously.

After discussion among the Council and the representing attorneys, Mr. Bradley made a motion to adopt the Ordinance to Extend the Corporate Limits of the City of Mebane, North Carolina to include the +/- 84.756 acres. After more discussion among the Council and staff, Ms. Burkholder seconded the motion. Mayor Hooks called for a vote. The vote passed with a 3-2 vote. Ayes- Mr. Bradley, Ms. Burkholder and Ms. Hadley. Nays- Mr. White and Mr. Ewing.

Mr. Bradley made a motion to approve the HM(CD) zoning as presented and a motion to find that the application is consistent with the objectives and goals in the City's 2017 Comprehensive Land Development Plan Mebane By Design. Specifically, the request:

- Is for a property within the City's G-2 Industrial Area and is part of the Buckhorn Economic Development District (Mebane CLP, p. 76); and,
- Serves Growth Management Goal 1.7 through the support of industrial development at existing and developing industrial parks near I-40/85 (p. 17 & 84).
- With the condition that the applicant allow the patrons until August 14<sup>th</sup> to remove their properties

Ms. Burkholder thanked the interpreter for doing a great job, then seconded Mr. Bradley's motion. The motion passed with a 4-1 vote. Ayes- Mr. Bradley, Ms. Burkholder, Ms. Hadley and Mr. Ewing. Nays- Mr. White.

Mayor Hooks called for a break at 8:50 p.m. Mayor Hooks called the meeting back to order 8:56 p.m.

Mayor Hooks took a moment to introduce Laura Schafer, the new Executive Director for the Downtown Mebane Development Corporation (DMDC).

Mr. Brown stated that similar to the earlier request, a motion is needed to combine the two public hearing items 6e and 6f. As before, the votes must be separate.

Mr. Burkholder made a motion, seconded by Mr. Bradley, to combine public hearings 6e and 6f. The motion carried unanimously.

A public hearing was held on a request from Orange County Investors Partnership and Joe Fearrington- Tracts 2- Buckhorn Industrial to adopt an ordinance to extend the corporate limits. Mr. Brown presented the request. He stated it is a voluntary contiguous annexation of +/- 49.267 acres on Buckhorn Road in Orange County. At last month's meeting, the Council accepted the annexation petition and the certificate of sufficiency. He said after the rezoning request is heard; the Council must vote on the annexation request first.

A public hearing was held on a request from Orange County Investor Partnership requesting to establish LM(CD), Light Manufacturing Conditional, zoning on five properties, totaling +/- 49.25 acres, and located outside of the Mebane Extraterritorial Jurisdiction (ETJ) in Orange County, for a future light industrial development. Ms. Ownbey gave an overview of the request via the attached PowerPoint presentation. The applicant proposes to develop the properties as a conditional zoning district with a conceptual master plan that shall not be exceeded in intensity. The site plan shows the extent of this intensity, which may total as much as 526,380 square feet of light industrial space along with parking and stormwater controls to support this footprint. As noted on the site plan, the concept is to show general compliance with the Mebane Unified Development Ordinance (UDO). The applicant requested flexibility with the orientation, layout placement, and size of the buildings, parking areas, and vehicular access points. Additionally, the applicant agreed to review future right-of-way dedication at the intersection of Buckhorn Road and West Ten Road with a construction plan review.

Mike Fox, the attorney representing the applicant, Buckhorn Industrial, gave an overview of the conditional rezoning request via the attached PowerPoint presentation, reiterating mostly the same information as shared by Ms. Ownbey.

No one from the public spoke concerning either hearing.

Mr. White made a motion, seconded by Ms. Burkholder, to close the public hearing. The motion carried unanimously.

Ms. Burkholder made a motion, seconded by Mr. Ewing, to adopt an Ordinance to Extend the Corporate Limits of the City of Mebane, North Carolina to include the +/- 49.267 acres. The motion carried unanimously.

Mr. Bradley made a motion, seconded by Ms. Burkholder, to approve the LM (CD) zoning as presented and a motion to find that <u>the application is consistent</u> with the objectives and goals in the City's 2017 Comprehensive Land Development Plan *Mebane By Design*. Specifically, the request:

- Is for a property within the City's G-2 Industrial Area and is part of the Buckhorn Economic Development District (Mebane CLP, p. 76); and,
- Serves Growth Management Goal 1.7 through the support of industrial development at existing and developing industrial parks near I-40/85 (p. 17 & 84).

The motion carried unanimously.

A Public Hearing was held on a request from Norris Family 2, LLC is requesting approval to conditionally rezone the +/- 2.048-acre property located at 506 W Holt Street, from R-8 to HM (CD) to allow for outdoor storage, including a construction material laydown yard, by the adjacent industrial business, The Building Center. The property is located within Alamance County in the City limits. Ms. Ownbey gave an overview of the request.

The following conditions are proposed with the conditional rezoning request:

Proposed Conditions of Zoning District	Mebane UDO Requirements
The applicant is requesting that the required	Pursuant to the requirements of Section 6-4 of the
landscape buffers on the west, south, and southeast	Mebane UDO, a 125-foot buffer would be required
sides of the property be reduced to a minimum of	from the adjacent residential property to the east
20 feet, as shown on the site plan. Part of the	and a 70-foot buffer would be required from the
reductions are caused by a 68' Duke Energy	adjacent vacant (residentially zoned) property on
easement and a 20' City of Mebane sewer	the west side of the subject property.
easement.	

There are no road improvements associated with the project. There is no driveway connection to West Holt Street, it will be the property access through The Building Center's existing driveway. Additionally, per the Mebane UDO, the applicant will construct a 5-foot sidewalk along the frontage.

Jonathan Sossamon Jr., the representative for Norris Family Investments 2 LLC, gave a brief overview of the request.

No one spoke concerning the request.

Mr. Ewing made a motion, seconded by Ms. Burkholder, to close the public hearing. The motion carried unanimously.

Ms. Burkholder made a motion, seconded by Ms. Hadley, to approve the HM(CD) zoning as presented and a motion to find that the application is consistent with the objectives and goals in the City's 2017 Comprehensive Land Development Plan Mebane By Design. Specifically, the request:

• Is for a property within the City's G-1 Downtown Mixed-Use Area and in a generally industrial area (Mebane CLP, p. 68).

The motion carried unanimously.

A Public Hearing was held on a request from Slippery Elm Properties, LLC for approval to conditionally rezone a +/- 43.32-acre property from R-20, Residential District to R-12 (CD),

Residential Conditional District, to allow for a residential cluster subdivision of 110 single-family homes and a public park. The property is located in Orange County outside of City Limits within the Mebane Extraterritorial Jurisdiction (ETJ). Annexation of the property is required before connection to City utilities. The applicant has the property under contract to purchase, contingent upon approval of the conditional rezoning request. Ms. Ownbey gave an overview of the request via the attached PowerPoint presentation.

The following conditions are proposed with the conditional rezoning request:

Proposed Conditions of Zoning District	Mebane UDO Requirements
The applicant is requesting a 20' rear setback for Lots 6 – 14 and Lot 60 and a minimum 50' lot width for all lots. The lots with reduced rear setbacks abut landscape buffers.	Table 4-2-1 of the Mebane UDO requires a 25' rear setback and 65' lot width for homes in the R-12 Zoning District. Reduction of the lot width is anticipated with residential cluster subdivisions. The lots with reduced rear setbacks are adjacent to landscape buffers.
The applicant is proposing to dedicate +/-6.05 acres of land for public recreation area. The site plan shows +/- 7.18 acres of qualifying private common open space. The amount of land shown as public recreation area and private open space totals +/- 13.23 acres.	Pursuant to Section 6-8 of the Mebane UDO, the applicant is required to provide 3.16 acres of public recreation area and 10.14 acres of private open space. This totals to 13.3 acres.

Amanda Hodierne, the attorney representing the record property owner and Glennwood Homes LLC, the contract purchaser and would-be developer of this project, gave an overview of the request via the attached PowerPoint presentation.

Ms. Hodierne stated that down to the South to the crossover at Lebanon Road, there will be a full perimeter buffer which is in excess of the City's ordinance. The ordinance does not require this but along the front streetscape of Saddle Club, there will be a 30-foot landscape perimeter buffer, and along the rear property line referred to as the East property there is a 20-foot landscape buffer which is not required because it's residential to residential. City ordinance does not require but it is nice to have privacy screening and separation along the front edge of Saddle Club. Ms. Hodierne reiterated the proposed conditions as shared by Ms. Ownbey.

The proposed on-site amenities and dedications include the following:

- The construction of all internal streets with 5' sidewalks.
- The construction of a 5' concrete sidewalk along Saddle Club Road, with crosswalks as shown on the site plan and across Lebanon Road.

The construction and dedication of a +/- 6.05-acre public park with a soccer field, six pickleball courts, 8' walking trail, restrooms, parking lot, and stormwater control measure constructed by the applicant. The public park dedication shows space for future facilities including four additional pickleball courts and a playground and/or parking lot expansion. The public park dedication and amenities have been reviewed by City staff and are recommended by the Mebane Recreation and Parks Director.

Ms. Hodierne shared depictions of the proposed playground installation. She referenced the Holt Street Park playground equipment.

Mr. Bradley asked if after the park is completed, would be maintained by the City not the HOA. Ms. Hodierne replied yes, upon dedication that is what would happen. The stormwater pond would remain under the HOA and would be maintained by the HOA.

Chase Smith, a traffic engineer with DRMP (formerly Ramey Kemp), gave a brief overview of the TIA

Ms. Hodierne highlighted the building commitments as listed on the PowerPoint slide. She also spoke of the neighborhood outreach stating they had 11 attendees and good discussion bt more feedback was received at the Planning Board meeting and the following changes were made since that meeting:

- Increased size of park dedication
- Relocation of a stormwater management facility to accomplish park increased size
- Addition of playground installation and security arm to park build
- Full commitment to Pickleball Courts instead of Volleyball Courts
- Additional architectural commitments

Ronnie Shields 2510 Saddle Club Road, spoke in opposition to the request, stating that the transition from the larger rural lots to the small cluster lot is poorly designed and not in harmony with the area.

Jessica Farrell, 2145 Saddle Club Road, spoke in opposition to the request, stating the proposed development Is not in harmony with the area.

Lauren Shields, 2490 Saddle Club Road, spoke in opposition to the request, citing infrastructure concerns.

Keith Hernandez, 2519 Saddle Club Road, spoke in opposition to the request, citing concerns with the increased demand on the schools.

Beth Carlton, 2565 Saddle Club Road, spoke in opposition to the request, citing traffic concerns.

Meredith Ragsdale, 2123 Saddle Club Road, spoke in opposition to the request, citing concerns with rainwater runoff, light and sound pollution, and safety concerns due to the proposed park.

Kelly Long, 2259 Saddle Club Road, spoke in opposition to the request, citing concerns with the proposed athletic fields and park and increased vehicular and pedestrian traffic.

Matt Farrell, 2145 Saddle Club, spoke in opposition to the request, citing concerns with public health and safety.

Michael Vaughn, 2259 Saddle Club Road, spoke in opposition to the request, citing concerns about increased population and the proposed development not being in harmony with the area.

George Thekis, 2000 Saddle Club Road, spoke in opposition to the request, citing concerns with the proposed development not being in harmony with the area.

Emily Quadrio, 1515 Saddle Club Road, spoke in opposition to the request, citing concerns with drainage issues, increased traffic, and sidewalk installation across her property.

Pat Rice, 2000 Saddle Club Road, spoke in opposition to the request, citing concerns with the high density of the proposed development, stating that it is not in harmony with the area.

Avis Rice, 1600 Saddle Club Road, spoke in opposition to the request, citing safety concerns.

Charlie Brown, 407 West Clay Street, stated R-12 does not match what Mebane wants.

Mr. White made a motion, seconded by Ms. Burkholder, to close the public hearing. The motion carried unanimously.

Ms. Hodierne addressed the concerns shared by the citizens and concluded her presentation.

Mr. Mitchell stated that the Parks and Recreation Director had suggested a phasing plan for the construction of the park to match the phases of the subdivision and the presentation did not reflect that condition.

Ms. Hodierne stated that to ensure that the park does not languish behind the development of the neighborhood. She shared: Phase 1- pickleball courts and a partial parking lot. Phase 2-completion of the parking lot with lighting, and security arm at the entrance. Phase 3- playground with shade. Phase 4- restrooms with autolocking doors. Phase 5- soccer field with walking path.

After discussion among the Council and staff, Mr. White made a motion, seconded by Mr. Ewing, to approve the R-12(CD) zoning as presented and a motion to find that the application is consistent with the objectives and goals in the City's 2017 Comprehensive Land Development Plan Mebane By Design. The request:

- Is for a property within the City's G-4 Secondary Growth Area and is "...generally residential...in nature..." (Mebane CLP, p. 66);
- Ensures the integration of a community facility into a new development to reduce distances to parks, consistent with Growth Management Goal 1.4 (p. 17 & 83);
- Supports park, greenway, and open space expansion in a developing area, prioritizing connectivity between locations, consistent with Open Space and Natural Resource Protection Goal 4.3 (p. 17, 89, & 90); and,
- Contributes to an emerging pedestrian and bicycle network, as required by the City's Bicycle and Pedestrian Transportation Plan.

The motion passed with a 4-1 vote. Ayes- Mr. White, Mr. Ewing, Ms. Hadley and Ms. Burkholder. Nays- Mr. Bradley.

A public hearing was held for the Council's consideration to adopt a preliminary resolution in support of the planned financing for the Lake Michael Dam spillway project. Finance Officer Daphna Schwartz presented the request in detail. The proposed resolution makes a preliminary decision to proceed with a 20-year project financing from Webster Bank. She explained that the City in collaboration with the City's financial advisers, Davenport & Co. LLC, solicited financing proposals from a number of banks and other financial institutions. Eight responses were received, and Webster Bank had the most attractive interest rate and the lowest and most attractive terms. Webster Bank came back with 20 years at 4.44% interest.

No one from the public spoke. Mr. White made a motion, seconded by Mr. Bradley to close the public hearing. The motion carried unanimously. Mr. Bradley made a motion, seconded by Mr. White, to adopt the preliminary resolution in support of the Lake Michael Dam spillway financing in the form presented.

## Preliminary Resolution in Support of Lake Michael Dam Spillway Financing

#### Introduction --

The City Council of the City of Mebane has previously determined to carry out a project to acquire and construct improvements to the Lake Michael Dam spillway.

The Council has also made a preliminary determination to finance this project through an installment financing, as authorized under Section 160A-20 of the North Carolina General Statutes. In an installment financing, the City's repayment obligation is secured by a mortgage-type interest in all or part of the property being financed, but not by any pledge of the City's taxing power or any specific revenue stream. In this case, the City expects that the Lake Michael Park property will serve as the collateral.

State law requires that the City's financing be approved by the North Carolina Local Government Commission, a division of the North Carolina State Treasurer's office. Under the LGC's guidelines, this governing body must make certain findings of fact to support the City's application for the LGC's approval of the City's financing arrangements.

### 1. The City of Mebane City Council RESOLVES, as follows:

The City makes a preliminary determination to finance approximately \$7,660,000 to pay project costs.

The City has solicited proposals from banks and other financial institutions to provide the financing. City staff recommends, and the Council approves, a proposal from Webster Bank to provide 20-year financing for the project. The final details of the financing, and the financing documents, are subject to this Council's further approval at a later meeting.

The final terms of the financing are also subject to the LGC's approval. Some of the financing proceeds may represent reimbursement to the City for prior expenditures on project costs, and the City may also use additional financing proceeds to pay financing costs or project costs as necessary.

### 2. The Council makes the following findings of fact in support of the City's application to the LGC:

- (a) The proposed project is necessary and appropriate for the City under all the circumstances.
- (b) The proposed installment financing is preferable to a bond issue for the same purposes. This financing is for a discrete facility and is therefore particularly suitable for installment financing.

The City has no meaningful ability to issue non-voted general obligation bonds for this project. This project will produce no revenues that could be used to support a self-liquidating financing. The City expects that in the current interest rate environment for municipal securities there would be no material difference in the overall financing costs between general obligation bonds and installment financings for this project.

- (c) The estimated sums to fall due under the proposed financing contract are adequate and not excessive for the proposed purpose. The City will closely review proposed financing rates against market rates with guidance from the LGC and the City's financial adviser. All amounts financed will reflect either approved contracts, previous actual expenditures, or professional estimates.
- (d) As confirmed by the City's Finance Officer, (i) the City's debt management procedures and policies are sound and in compliance with law, and (ii) the City is not in default under any of its debt service obligations.
- (e) Given the City's need for the project, the Council believes that the effect on the City's budget and the tax rate from repaying the borrowed money will be reasonable under all the circumstances. The Council will work to minimize the tax rate impact in a manner consistent with moving forward with the project and addressing the full range of City needs.
- (f) The City Attorney is of the opinion that the proposed project is authorized by law and is a purpose for which public funds of the City may be expended pursuant to the Constitution and laws of North Carolina.

### 3. Additionally, the Council resolves as follows:

- (a) The City intends that the adoption of this resolution will be a declaration of the City's official intent to reimburse project expenditures from financing proceeds. The City intends that funds that have been advanced for project costs, or which may be so advanced, from the City's general fund, or any other City fund, may be reimbursed from the financing proceeds.
- (b) The Council directs the City Manager and the Finance Officer to take all appropriate steps toward the completion of the financing, including completing an application to the LGC for its approval of the proposed financing. The Council ratifies all prior actions of City representatives in this regard.
- (c) This resolution takes effect immediately.

Mr. Holt presented a request for the Council's approval of a contract award for the Lake Michael Dam Spillway Replacement Project. The City received five (5) bids on June 6th, 2024, ranging from \$6,075,000 to \$8,168,625 for the Lake Michael Dam spillway replacement project. Thalle Construction was identified as the low-qualified bidder. Staff recommends the Council make tentative contract award in the amount of \$6,025,000 to Thalle Construction pending financing approval by

the Local Government Commission and approving a Capital Project Budget Ordinance in the amount of \$7,559,500. The construction of the improvements is anticipated to be a 12-month construction period at which time Lake Michael will be closed to the public.

Mr. White made a motion, seconded by, Mr. Bradley, to make a tentative contract award in the amount of \$6,025,000 to Thalle Construction pending financing approval by the Local Government Commission and approving a Capital Project Budget Ordinance in the amount of \$7,559,500. The motion carried unanimously.

The Council heard a proposal from Tanger General Manager, Amanda Slayden, to establish a social district within Tanger outlets. The items discussed included the district's geographic boundary, maintenance plans, and enforcement guidelines. Questions were raised about its implementation. No formal action was taken.

Mr. Holt presented a request for the Council's consideration to accept the 2024 Long Range Utility Plan. He stated that Alley, Williams, Carmen, and King, Inc. ("AWCK") has completed its study of water and wastewater needs for the City of Mebane with contributions from engineers with Hazen, McGill, and Mebane staff. The 2024 Long Range Utility Plan (LRUP) may serve as a planning guide for current and future city staff and Councils. Addressed in the 2024 LRUP are the following items.

- 1. Expansion of the Graham-Mebane Water Treatment Plant and Lake.
- 2. Expansion of the Water Resource and Recovery Facility.
- 3. Water and Wastewater distribution and collection system needs.
- 4. Service area and future water and wastewater projections.
- 5. Recommended action items.

Mr. White made a motion, seconded by Mr. Ewing, to accept the 2024 LRUP as presented. The motion carried unanimously.

Ms. Ownbey stated that the City has contracted with Green Heron Planning, LLC for updates to the comprehensive land development plan. The process of updating the plan will begin in July 2024 and is expected to be completed within 12 to 18 months. Staff is hopeful that Council will some guidance in terms of if they need to open applications up for the public to apply to serve on this committee. She stated that ideally the Community Advisory Committee would have the following:

- 10-12 individuals
- Balance of perspectives
- Seek representation from city advisory and associated boards
- Open applications for community members to apply to serve on committee
- Council make appoints on August 5, 2024

Mr. Ewing made a motion, seconded by Ms. Hadley, to proceed with the outlined appointment strategy to the community advisory committee for updates to the Comprehensive Land Development Plan. The motion carried unanimously.

Mr. Brown presented a request for the Council's consideration to accept the conveyance of the 60 acres from the NCDOT. He explained that NCDOT acquired a number of "excess" acreage in the construction of Highway 119 North, being approximately 60 or so acres which NCDOT has agreed to convey to the City. The immediate expense to the City is the \$31 recording fee. The property will be added to the City's property inventory and will need to be covered by the City's liability insurance policy. No increase in premium is anticipated.

Mr. Bradley made a motion, seconded by Mr. Ewing, to accept the land donation from NCDOT as presented. The motion carried unanimously.

Mr. Brown stated that a motion is needed to enter into a Closed Session for discussion on the New City Manager. He requested that he be included in the closed session as the City's attorney, as well

as Mr. Rollins and Mr. Mitchell as City Manager and Assistant City Manager. Mr. Bradley made a motion, seconded by Mr. Ewing, to enter into a Closed Session for the purpose of discussing the City Manager appointment and to include the City Attorney, the current City Manager, and the current Assistant City Manager. The motion carried unanimously.

The Council left to enter into the Closed Session at 11:53 p.m.

Mr. White made a motion, seconded by Mr. Ewing, to reopen the session. The motion carried unanimously.

Mr. Bradley said that due to the fact that when the City advertised the application for the City Manager position, it did not get the attention the Council expected possibly because of budget time and budget constraints within the local governments and the ability for people to pay attention. He then made a motion for the City to readvertise the City Manager position on September 1st and in the interim appoint Preston Mitchell as Interim City Manager at the pay scale equivalent to what the current City Manager is making and for that to remain in effect until a new manager is put in place. Mr. White seconded the motion. The motion carried unanimously.

There being no further business, the meeting adjourned at 12:33 a.m.

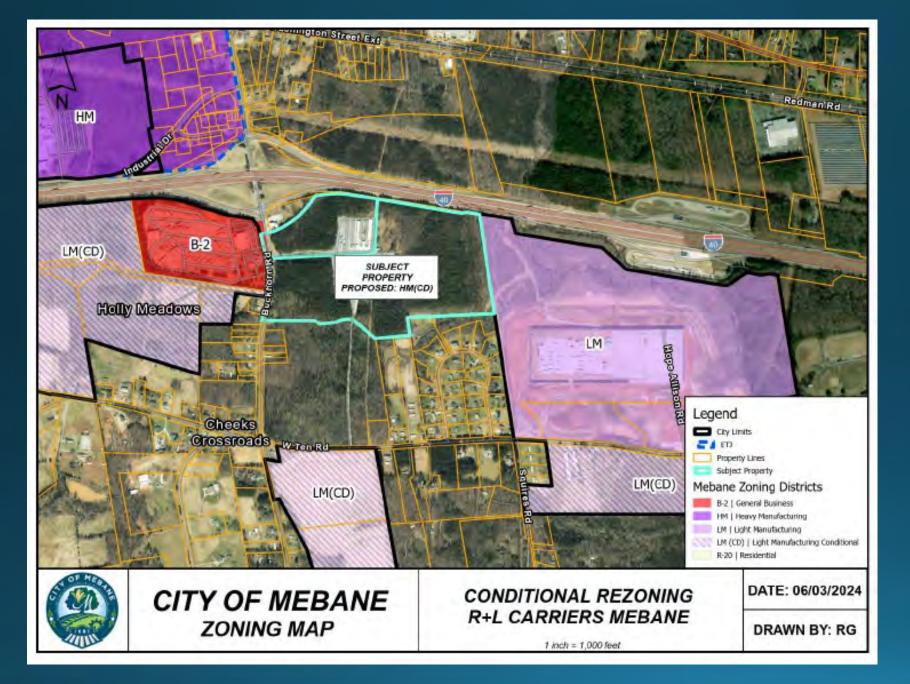
	Ed Hooks, Mayor
ATTEST:	
Stephanie W. Shaw, City Clerk	



Ashley Ownbey, Development Director

Request to Establish: HM(CD) Zoning by Orange County Investors Partnership





## R+L Carriers Mebane Conditional Zoning Request

- Request by Orange County Investors Partnership
- Two properties, totaling +/-83.368 acres
- Existing zoning: EDB-2 (Orange County)
- Requested zoning: HM (CD)





## R+L Carriers Mebane

Conditional Zoning Request

- Orange County's Jurisdiction
- Annexation request submitted concurrently with rezoning request.
  - The property must be annexed before the City Council can take action on the rezoning request.





### R+L Carriers Mebane

Conditional Zoning Request

- Existing use: Flea Market
- Surrounding uses include:
  - Industrial Buckhorn Business Centre and Medline
  - Commercial Gas stations and Travel Center
  - Residential
  - Vacant

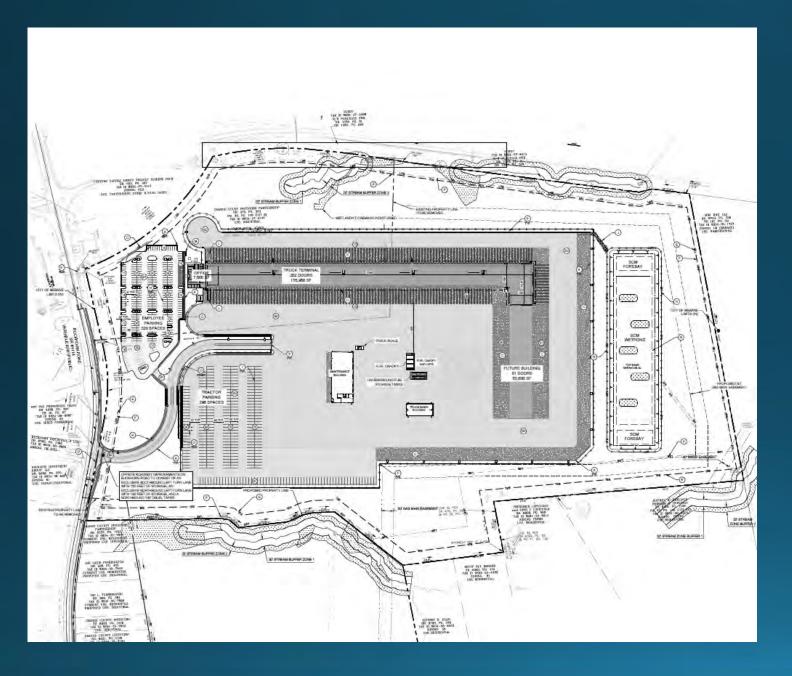




R+L Carriers Mebane Conditional Rezoning Request

• *Mebane By Design* G-2 Industrial Growth Strategy Area and Conservation Area





### R+L Carriers Mebane

Conditional Zoning Request

The applicant is requesting a conditional rezoning to HM(CD) to allow a Trucking and Freight Terminal by R+L Carriers.

### Multi-modal Improvements:

 Construction of a 5-foot sidewalk along Buckhorn Road

### Road Improvements:

- Required on Buckhorn Road
  - Exclusive southbound left turn lane with 150 feet of storage
  - Exclusive northbound left turn lane with 100 feet of storage
  - Exclusive northbound right-turn with 100 feet of storage

### Proposed Conditions:

 The applicant has not requested or proposed any conditions. Development will be required to follow the submitted site-specific plan.



## **Applicant Presentation**





## R+L CARRIERS

Rezoning and Annexation Request

508-510 Buckhorn Road off of I-40 Mebane City Council – July 1, 2024



# REFL. CARRIERS

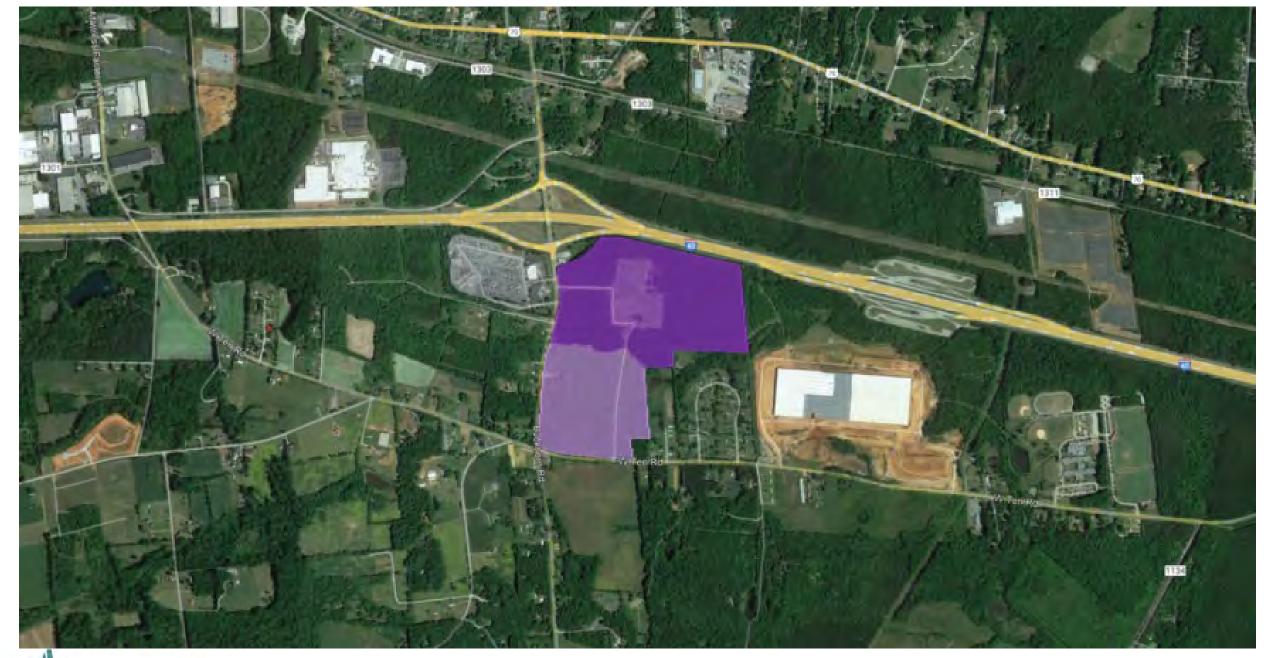
## MEBANE NC

NEW
SERVICE CENTER

We Ship Anything, Anywhere, Anytime!8

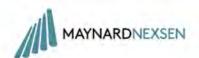
rlc.co.



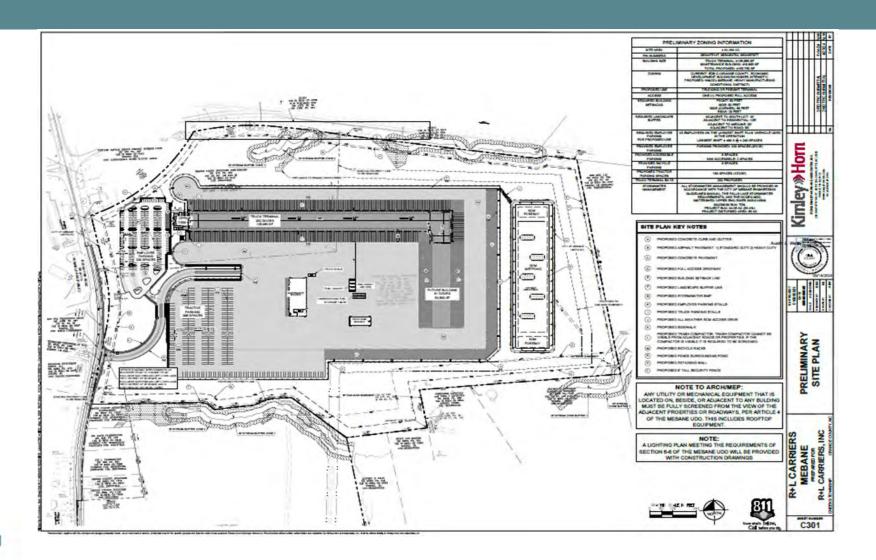


## Annexation and Rezoning

- Current Zoning:
  - Orange County "EDB-2" (Economic Development Buckhorn Development Higher Intensity)
- Requested Zoning:
  - Mebane "HM (CD)" (Heavy Manufacturing Conditional District)
- Total Acreage: +/- 83.368 acres
- Future Land Use Designation:
  - G-2 Industrial in the Buckhorn Economic Development District



## PRELIMINARY SITE PLAN







IMPREHENSIVE PLAN | MEBANE, NC









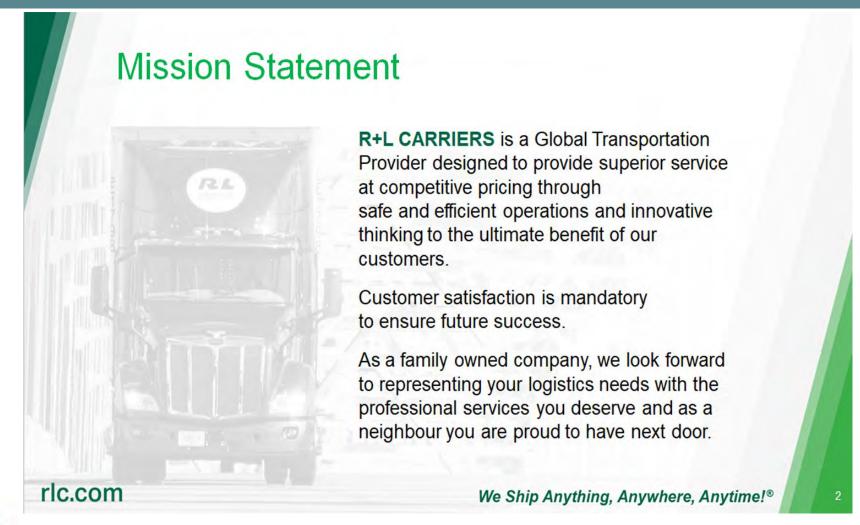


## COMMUNITY MEETING

- Letters mailed on May 13, 2024 to invite neighbors to a community informational meeting.
- Invitation sent to adjoining owners within a 300-foot radius of the subject property (including anyone across any streets).
- Meeting was conducted on May 23, 2024 via Zoom.
- Approximately 7 attendees.
- Applicant answered various questions (e.g., explained landscape buffer; explained construction timeline; explained R+L's safety compliance; explained how light is addressed, etc.).
- No subsequent inquiries have been received.



## About R+L Carriers





## The Beginning

### 1 Man - 1 Truck

- Founded in 1965, by Ralph "Larry" Roberts Sr. Roby Roberts, CEO - 2010
- R+L Carriers has grown from a single truck, to a fleet of over 25,000 tractors and trailers
- A nationwide network of over 140 service centers
- A dedicated team that exceeds 16,000 employees.



rlc.com

We Ship Anything, Anywhere, Anytime!®



## Today's Fleet



rlc.com

We Ship Anything, Anywhere, Anytime!®



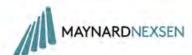


## R+L "First" Service Center



We Ship Anything, Anywhere, Anytime!®









## Savannah, GA









### Savannah, GA Side View





### Temple, TX Dock





#### Service Center Office



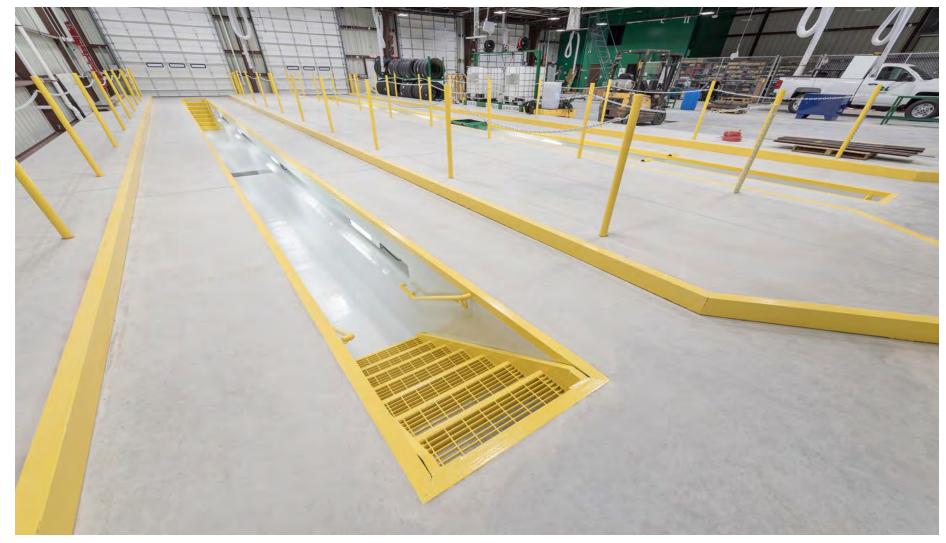


### 4 Bay - Maintenance Shop





#### Maintenance Shop Interior



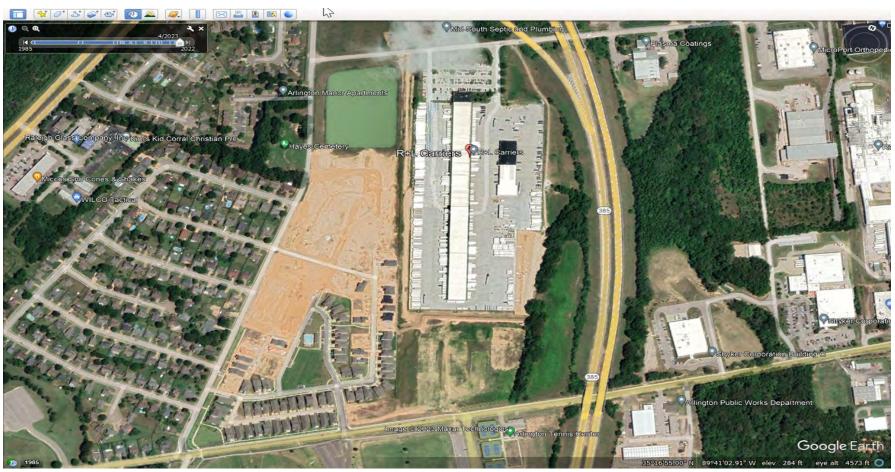


#### 2 Lane - Fuel Island





## NEW HOUSING DEVELOPMENT NEXT TO ARLINGTON, TN SERVICE CENTER





# R+L Carriers appreciates your consideration of this request.

#### **QUESTIONS?**

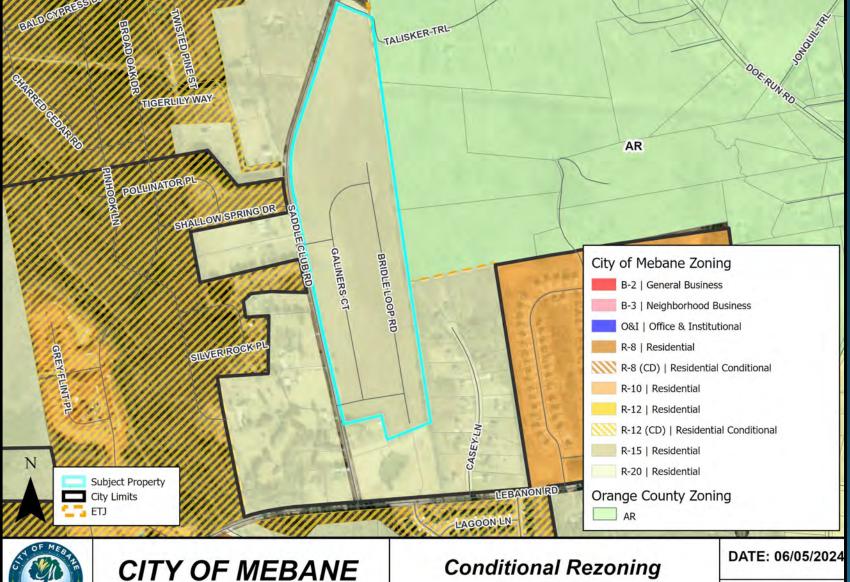




Ashley Ownbey, Development Director

Rezoning Request: R-20 to R-12 (CD) by Slippery Elm Properties, LLC





**ZONING MAP** 

#### Saddle Club Subdivision Conditional Rezoning

- Request by Slippery Elm Properties, LLC
- +/- 43.32 acres
- Existing zoning: R-20
- Rezoning Request: R-12 (CD)



**Conditional Rezoning** Saddle Club

1 inch = 600 feet

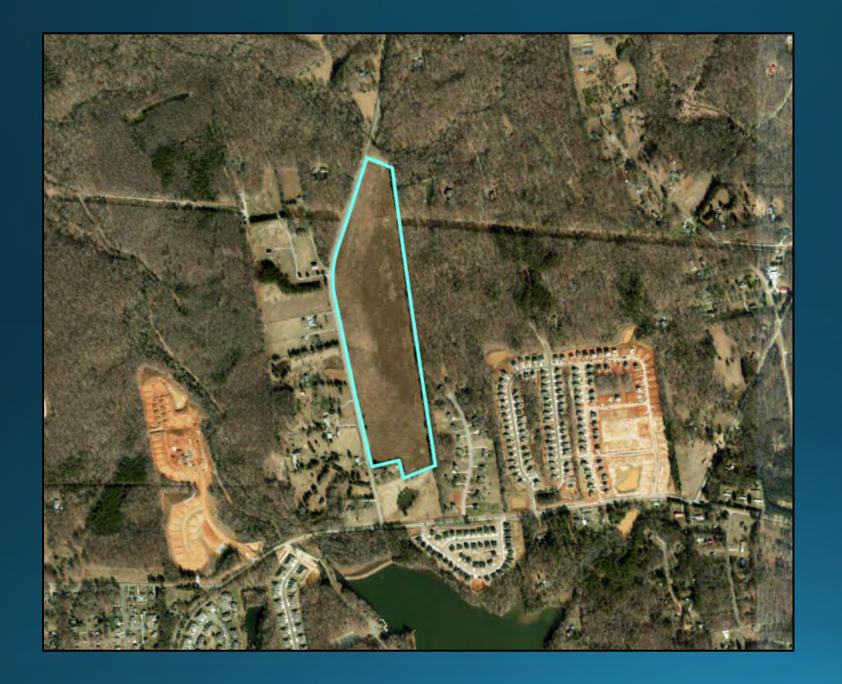
DRAWN BY: AO



### Saddle Club Subdivision Conditional Rezoning

- Orange County, Mebane ETJ
- Annexation required before connection to City utilities.

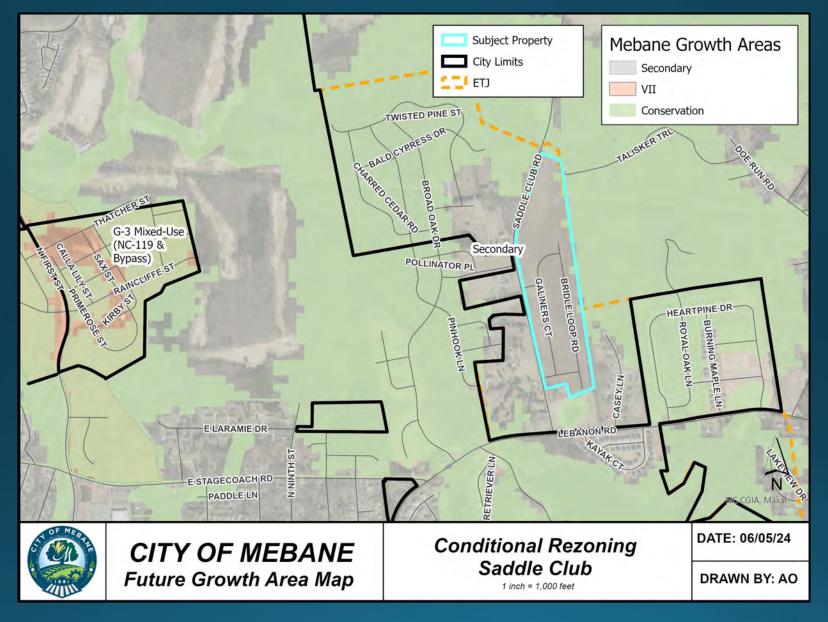




### Saddle Club Subdivision Conditional Rezoning

- Vacant
- Surrounding uses include:
  - Single-Family Residential
  - Forested
  - Vacant

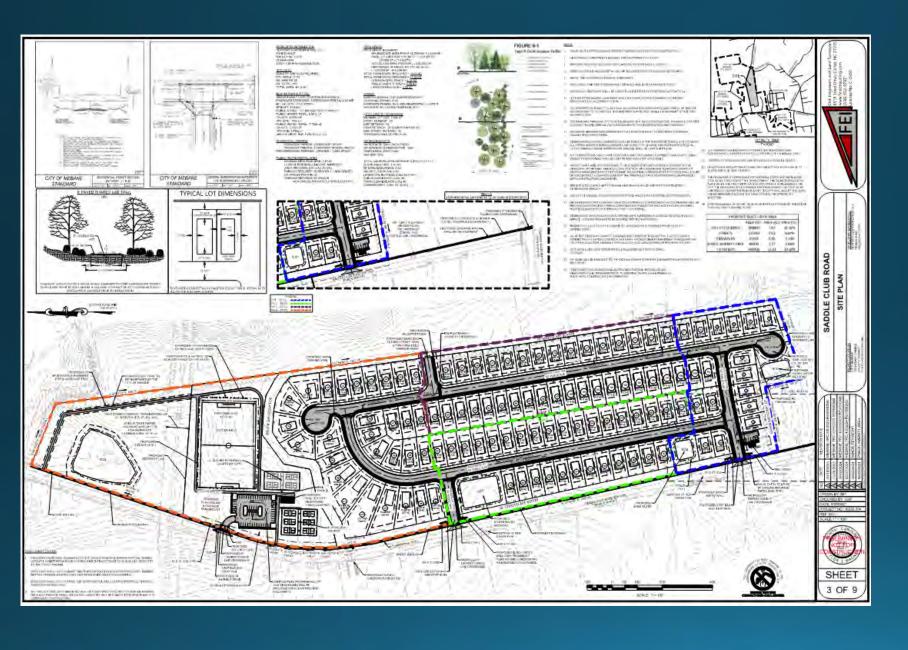






Mebane By Design, G-4 Secondary Growth Area

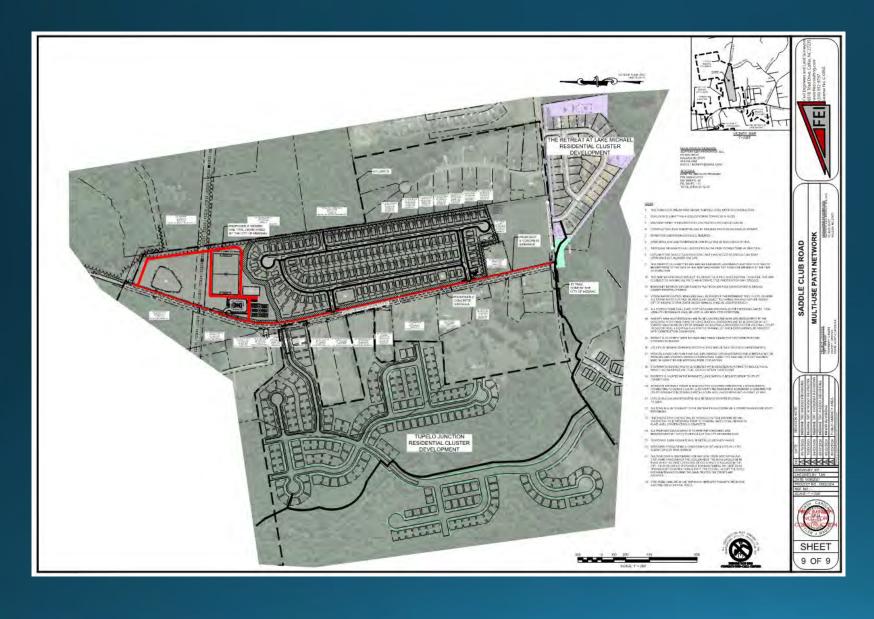




### Saddle Club Subdivision Conditional Rezoning

- Residential Cluster Subdivision:
  - 110 single-family homes
  - +/- 6.05-acre public park
- Conditions:
  - Rear setback reduced to 20' for certain lots.
  - Minimum lot width of 50'
  - +/- 6.05 acres of public recreation area
  - +/- 7.18 acres of private common open space
- No public roadway improvements required of TIA.





### Saddle Club Subdivision Conditional Rezoning

- Public Amenities:
  - Soccer Field
  - Pickleball Courts
  - Restrooms
  - 8' walking trail
- Multimodal Connections:
  - 5' sidewalk along Saddle Club
  - Connection to Lake Michel Connector
  - Crossing of Lebanon Road





### **Applicant Presentation**



# SADDLE CLUB ROAD SUBDIVISION

Mebane City Council July 1, 2024



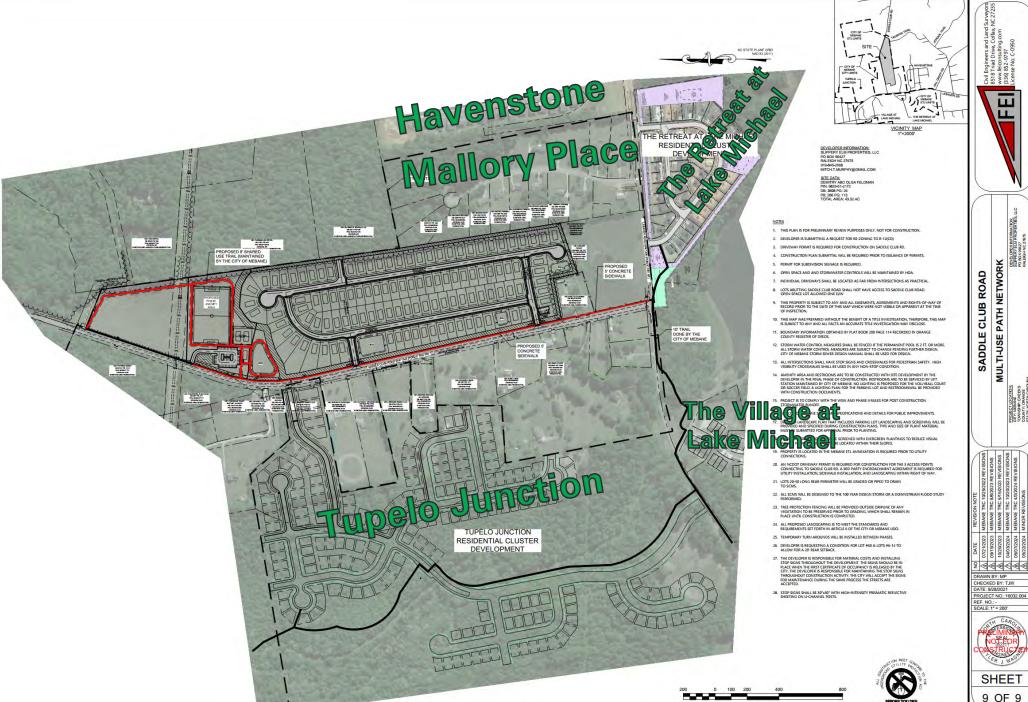
#### NATURE OF REQUEST

- 43.32 Acre Site
- Rezone to R-12(CD)
- Conditional Zoning = Site Plan Specificity
- Annexation will be required
- Proposed Number of Homes is 110
- Proposal includes Park to be Publicly Dedicated
- Park consists of pickleball courts, soccer field, restroom facility, 8' wide walking trail and parking area





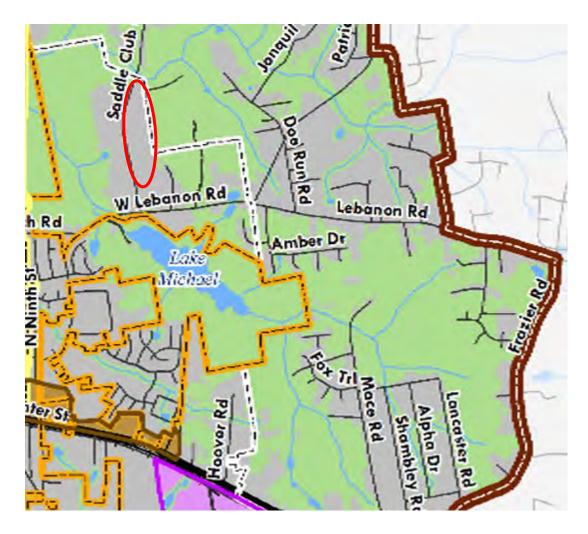








### MEBANE BY DESIGN





- G4: Growth is supported via use of existing infrastructure
- Growth Management Goal 1.4 seeks to Ensure that adequate community facilities are integrated into new development
- Open Space & Natural Resource
   Protection Goal 4.3 seeks to Support
   park, greenway, and open space
   expansion in developed and developing
   areas



# Consistency with Mebane By Design (Land Use)

- Residential
- Placing appropriate density and housing where it can be supported by existing infrastructure
  - Sewer
  - Road improvements
  - Recreation opportunities
  - Connectivity



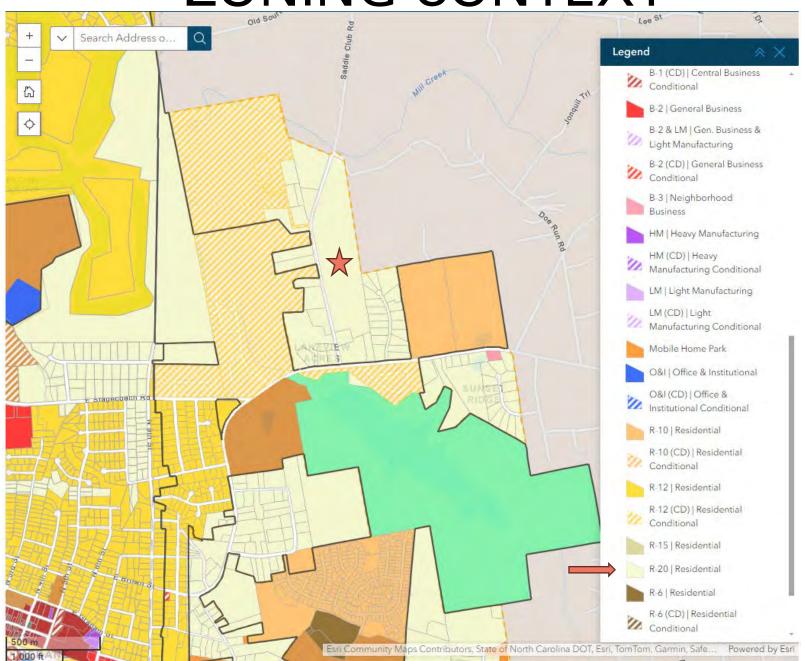
# Consistency with Mebane By Design (Other Objectives)

- Growth Management Goal 1.4
  - Creating an integrated park facility within the subdivision plan to serve all the residential growth in this area
- Open Space and Natural Resource Protection Goal 4.3
  - Provision of Park for City Dedication (Public Use) in location that meets a stated goal of the City for expansion of park locations
- Consistency with Mebane Bicycle and Pedestrian Transportation Plan
  - Provision of Multi Modal Improvements via sidewalks in subdivision; sidewalk along full frontage of Saddle Club Road to Lebanon Road
  - Connection to Lake Michael Park via crosswalk across Lebanon Road
  - Connection to community sidewalk network



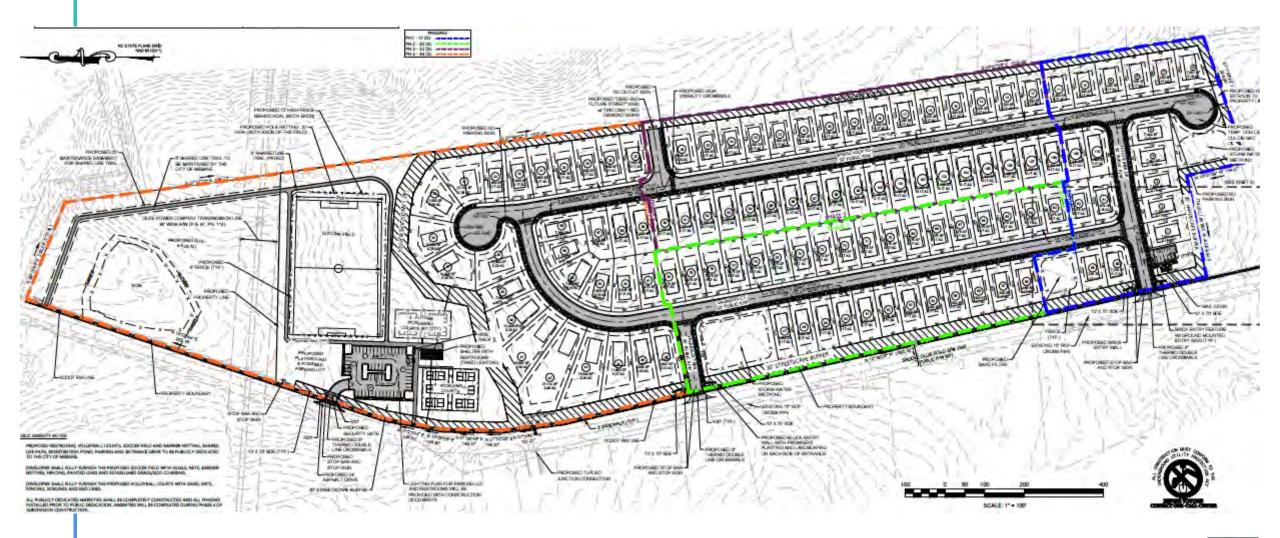


### **ZONING CONTEXT**





### SITE PLAN





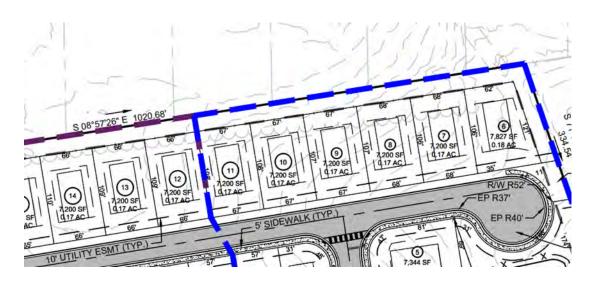
### Site Plan Features

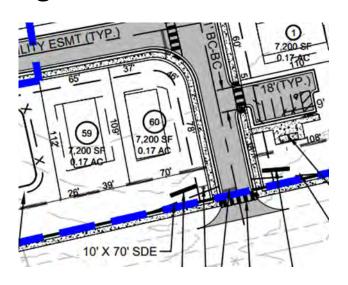
- Cluster Subdivision
- Park element for public dedication
  - Pickleball Courts
  - Soccer Field
  - 8' Walking Trails
  - On site parking
  - Restroom Facilities
- Sidewalk and Crosswalk Features
- Public Streets
- Full Perimeter Buffer
  - 30 foot Streetscape Buffer along Saddle Club
  - 20 foot Perimeter Buffer along eastern property line abutting Mallory Place
- Traffic Impact Analysis conducted and reviewed and approved by City and NCDOT
- Reviewed by TRC ten times



### REQUESTED ZONING CONDITIONS

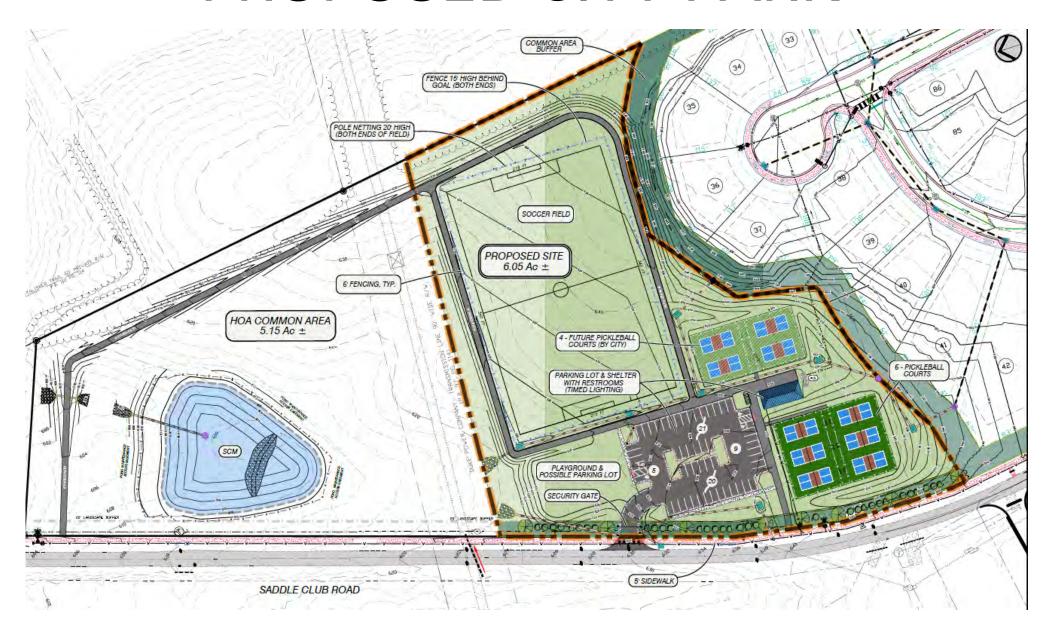
- Rear Yard Setbacks of 20 feet for Lots 6 through 14 and 60
  - Allows for full and consistent buffers along the backs of these Lots



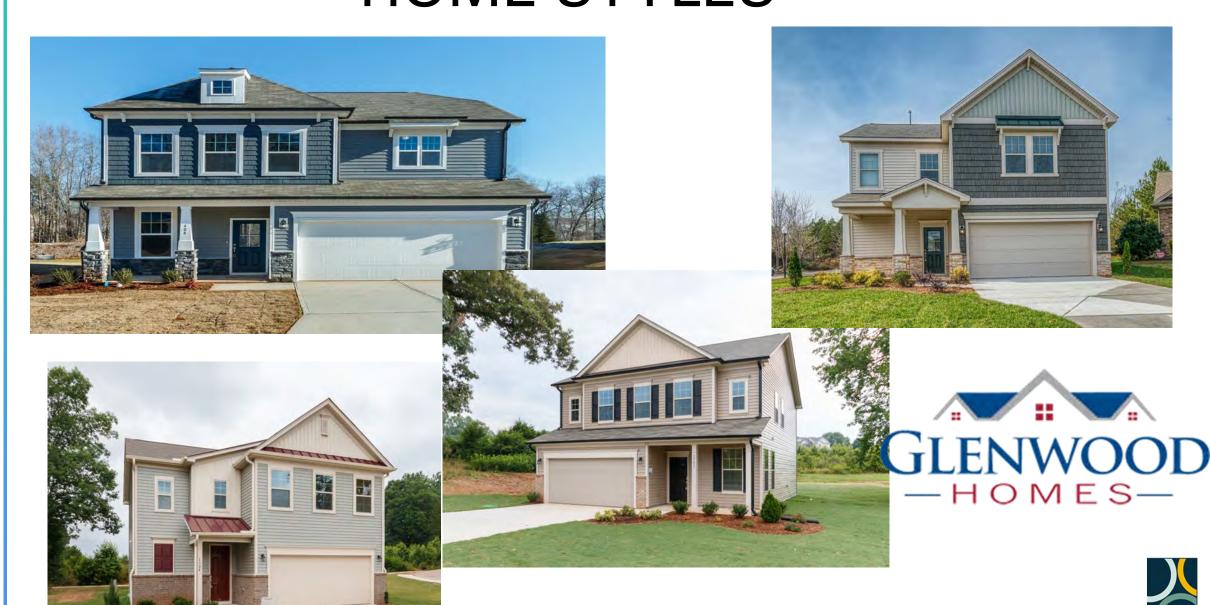


Open Space Dedications

### PROPOSED CITY PARK



### HOME STYLES



### BUILDING COMMITMENTS

- All homes shall have a covered front porch/alcove;
- All homes shall have projecting eaves;
- The front façade of each home shall feature some mix of building materials to include, minimal maintenance siding, masonry, stone, or board and batten;
- Each home shall have a garage;
- Garage doors shall feature decorative paneling;
- All homes will have a main roof line with minimum pitch of 6:12;
- All homes will have a minimum of 1,500 square feet of conditioned square footage;
- Each home shall have a minimum of 1 front yard tree.



### NEIGHBORHOOD OUTREACH

Neighborhood Meeting held on June 7, 2024



#### CHANGES SINCE PLANNING BOARD

- Increased Size of Park Dedication
- Relocation of a Stormwater Management Facility to accomplish park increased size
- Full commitment to Pickleball Courts instead of Volleyball Courts
- Additional Architectural Commitments



#### AGENDA ITEM #5B

#### Petition for Voluntary Non-Contiguous Annexation- NACC Investment Group, LLC

#### **Meeting Date**

August 5, 2024

#### Presenter

Lawson Brown, City Attorney

#### **Public Hearing**

Yes □ No 🗵

#### Summary

Staff received a petition requesting voluntary non-contiguous annexation from NACC Investment Group, LLC.

#### **Background**

The applicant requests that the described property be annexed into Mebane's Corporate Limits. This is a voluntary non-contiguous annexation containing approximately +/- 52.57 acres located on Rock Quarry Road in Orange County. A residential development is planned for this property.

#### **Financial Impact**

The property will be added to the ad valorem tax base of the City once the property is annexed.

#### Recommendation

Staff recommends the Council's acceptance of the petition, the Clerk's Certificate of Sufficiency, and to adopt a Resolution setting a date of public hearing for September 9, 2024.

#### **Suggested Motion**

I make a motion to accept the petition, the Clerk's Certificate of Sufficiency, and to adopt a Resolution setting a date of public hearing for September 9, 2024.

#### **Attachments**

- 1. Petition
- 2. Clerk's Certificate of Sufficiency
- 3. Map
- 4. Resolution

#### PETITION REQUESTING A NON-CONTIGUOUS ANNEXATION



#### Annexation Process - Approximately a 2 Month Process

1st Month-Submit a Petition for Annexation to the City Council, the Clerk reports to City Council the Sufficiency of the Annexation and the City Council adopts a Resolution to set a Public Hearing

2<sup>nd</sup> Month- A Public Hearing is held and normally that same night, the City Council will adopt an Ordinance to set the effective date as the same or the Council will deny the request

Date: 07/19/2024

#### To the City Council of the City of Mebane:

- 1. We the undersigned owners of real property respectfully request that the area describe in Paragraph 2 below be annexed to the City of Mebane.
- 2. The area to be annexed is non-contiguous to the City of Mebane and the boundaries of such territory are as follows:

#### Please include a Description of Boundaries Metes and Bounds Description on separate paper in WORD format.

3. We acknowledge that any zoning vested rights acquired pursuant to G.S. 160A-385.1 or G.S. 153A-344.1 must be declared and identified on this petition. We further acknowledge that failure to declare such rights on this petition shall result in a termination of vested rights previously acquired for the property. (If zoning vested rights are claimed, indicate below and attach proof).

Name Individual or Company	Address	Vested Rights (Yes or No)	Signature	Print Name of Signatory
1. NACC Investme	Cary NC 27513	Yes	Ballishy Shore	BALKRISHNA SHARM
2.	Rock Quarry Road Properties: 9824659813; 9824743930; 9824659177; 9824754188; 9824757271; 9824759260; 9824852205			
3.				

- Municipality may wish to require metes and bounds description or map. (Provide 2 paper copies, an electronic copy and 3 mylars).
- This is one possible format for zoning vested rights declaration. This language may require modification to reflect the requirements of the municipal zoning vested rights ordinance, if any.

#### CERTIFICATE OF SUFFICIENCY

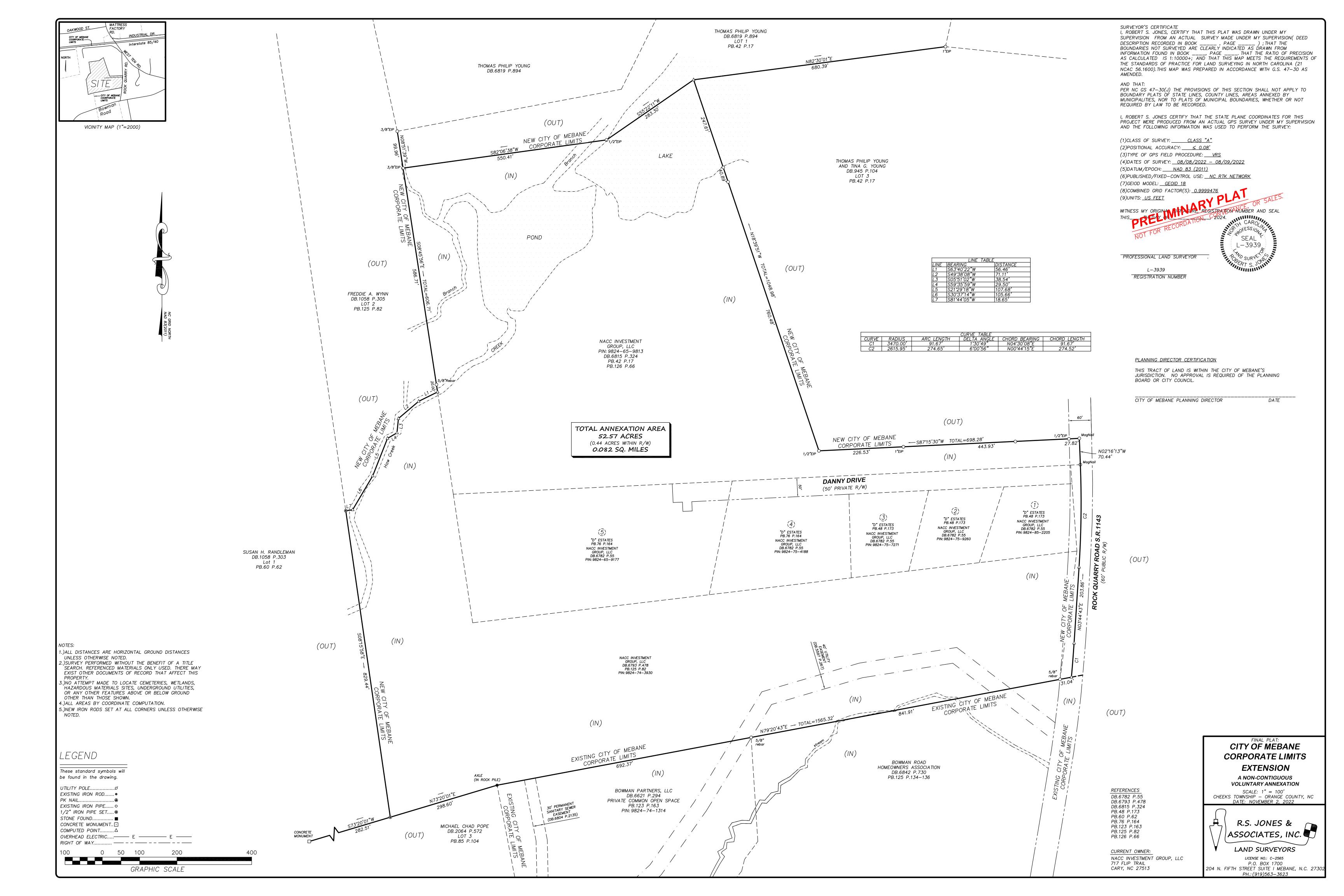
To the City Council of the City of Mebane, North Carolina:

I, Stephanie W. Shaw, City Clerk, do hereby certify that I have investigated the petition attached hereto and have found as a fact that said petition has been signed by all owners of real property lying in the area described therein, in accordance with G.S. 160A-58.2.

In witness whereof, I have hereunto set my hand and affixed the seal of the City of Mebane, this 5<sup>th</sup> day of August 2024.



Stephanie W. Shaw Stephanie W. Shaw, City Clerk



# RESOLUTION FIXING DATE OF PUBLIC HEARING ON QUESTION OF ANNEXATION PURSUANT TO G.S. 160A-58.2

#### Annexation No. 172

WHEREAS, a petition requesting annexation of the non-contiguous area described herein has been received; and

WHEREAS, the Mebane City Council directed the City Clerk to investigate the sufficiency of the petition; and

WHEREAS, certification by the City Clerk as to the sufficiency of the petition has been made;

NOW, THEREFORE, BE IT RESOLVED, by the Mebane City Council of the City of Mebane, North Carolina that:

Section 1. A public hearing on the question of annexation of the non-contiguous area described herein will be held at 6:00 p.m. on September 9, 2024.

Section 2. The area proposed for annexation is described as follows:

CHEEKS TOWNSHIP, ORANGE COUNTY, NC

PIN: 9824659813, 9824659177, 9824743930,9824754188, 9824757271, 9824759260, 9824852205

BEGINNING AT A MAGNAIL IN THE CENTER OF S.R. 1143 (ROCK QUARRY ROAD) THE SOUTHEAST CORNER OF LOT 3 OWNED BY THOMAS PHILLIP YOUNG; THENCE WITH SAID LOT 3 S87°15'30"W A DISTANCE OF 698.28' TO A 1/2" IRON PIPE; THENCE CONTINUING WITH SAID LOT 3 N18°39'51"W A DISTANCE OF 1,048.98' TO A COMPUTED POINT IN A LAKE IN THE SOUTHERN LINE OF LOT 1 OWNED BY THOMAS PHILLIP YOUNG; THENCE THENCE WITH SAID LOT 1 S55°22'11"W A DISTANCE OF 283.30' TO A 1/2"EIP;S82°06'38"W A DISTANCE OF 550.41' TO A 3/8"EIP IN THE LINE OF FREDDIE WYNN; THENCE WITH SAID WYNN S08°45'56"E A DISTANCE OF 606.71' TO A POINT IN A CREEK (5/8"REBAR ON THIS LINE 20.00' FROM THE CORNER IN THE CREEK); THENCE WITH SAID CREEK THE FOLLOWING COURSES S63°40'22"W A DISTANCE OF 56.46' TO A POINT; THENCE S49°38'08"W A DISTANCE OF 71.11' TO A POINT; THENCE S05°51'02"W A DISTANCE OF 38.54' TO A POINT; THENCE S59°35'59"W A DISTANCE OF 29.50' TO A POINT; THENCE S21°29'18"W A DISTANCE OF 107.68' TO A POINT; THENCE S30°37'14"W A DISTANCE OF 105.66' TO A POINT; THENCE S81°44'05"W A DISTANCE OF 18.65' TO A 5/8"REBAR IN THE EASTERN LINE OF SUSAN RANDLEMAN; THENCE WITH SAID RANDLEMAN SO8°15'58"E A DISTANCE OF 829.44' TO A 5/8"REBAR IN THE NORTHERN LINE OF MICHAEL CHAD POPE;THENCE WITH SAID POPE N73°20'01"E A DISTANCE OF 298.60' TO AN AXLE IN A ROCK PILE THE NORTHWEST CORNER OF BOWMAN PARTNERS, LLC; THENCE WITH SAID BOWMAN PARTNERS, LLC AND BOWMAN ROAD HOMEOWNERS ASSOCIATION N79°20'43"E A DISTANCE OF 1,565.32' TO A POINT IN THE CENTERLINE OF SAID S.R.1143; THENCE WITH SAID S.R. 1143 A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 91.67', WITH A RADIUS OF 3,470.00', WITH A CHORD BEARING OF NO4°30'08"E, WITH A CHORD LENGTH OF 91.67', THENCE WITH A CURVE TO A POINT; THENCE NO3°44'43"E A DISTANCE OF 203.86' TO A POINT; THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 274.65', WITH A RADIUS OF 2,615.95', WITH A CHORD BEARING OF N00°44'15"E, WITH A CHORD LENGTH OF 274.52',THENCE WITH A CURVE TO A MAGNAIL;THENCE N02°16'13"W A DISTANCE OF 70.44' TO A MAGNAIL; WHICH IS THE POINT OF BEGINNING, HAVING AN AREA OF 52.57 ACRES (0.082 SQ. MILES) MORE OR LESS. AS SHOWN ON PLAT BY R.S. JONES & ASSOCIATES, INC. ENTITLED "FINAL PLAT: CITY OF

MEBANE CORPORATE LIMITS EXTENSION A NON-CONTIGUOUS VOLUNTARY ANNEXATION" DATED JUNE 25, 2024

Section 3. Notice of the public hearing shall be published once in the Mebane Enterprise, a newspaper having general circulation in the City of Mebane, at least ten (10) days prior to the date of the public hearing.

	CITY OF MEBANE
ATTEST:	Ed Hooks, Mayor
Stephanie W. Shaw, City Clerk	



## **AGENDA ITEM #5**C

SUB 24-06
Final Subdivision Plat
Bowman Place, Phase S-4
REAPPROVAL

#### Presenter

Ashley Ownbey, Development Director

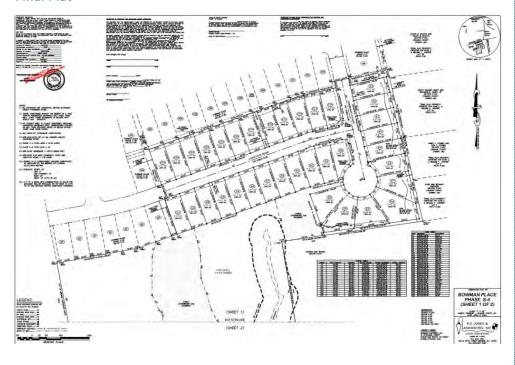
#### **Applicant**

Bowman Partners, LLC 15 Scotland Street Ocean Isle Beach, NC 28469

#### **Public Hearing**

Yes □ No 🗵

#### Final Plat



#### Property

Bowman Place, Orange County GPIN 9824727810

#### **Proposed Zoning**

N/A

#### **Current Zoning**

R-12 (CD)

#### Size

+/-21.54 acres

#### Surrounding Zoning

R-12 (CD) & Orange County AR

## Surrounding Land

#### Uses

Residential, Agricultural, Vacant

#### Utilities

Extended at developer's expense.

#### Floodplain

No

#### Watershed

No

#### City Limits

Yes

#### Summary

Bowman Partners, LLC, is requesting approval of the Final Plat for Phase S-4 of the Bowman Place Subdivision (approved for conditional rezoning as a cluster subdivision by City Council 06/03/19). The Final Plat will include a total area of +/- 21.54 acres featuring 35 single-family lots, +/- 13.98 acres of open space, and +/-1.38 acres and +/- 1.068 linear feet of dedicated right of way.

The Technical Review Committee (TRC) has reviewed the Final Plat and the applicant has revised the plat to reflect comments. All infrastructure must be completed and approved to meet the City of Mebane specifications. All infrastructure not completed shall be bonded or a letter of credit provided prior to recordation.

This major subdivision plat was originally approved by the City Council at its May 6, 2024, meeting.

#### **Financial Impact**

The developer has extended utilities at his own expense.

#### Recommendation

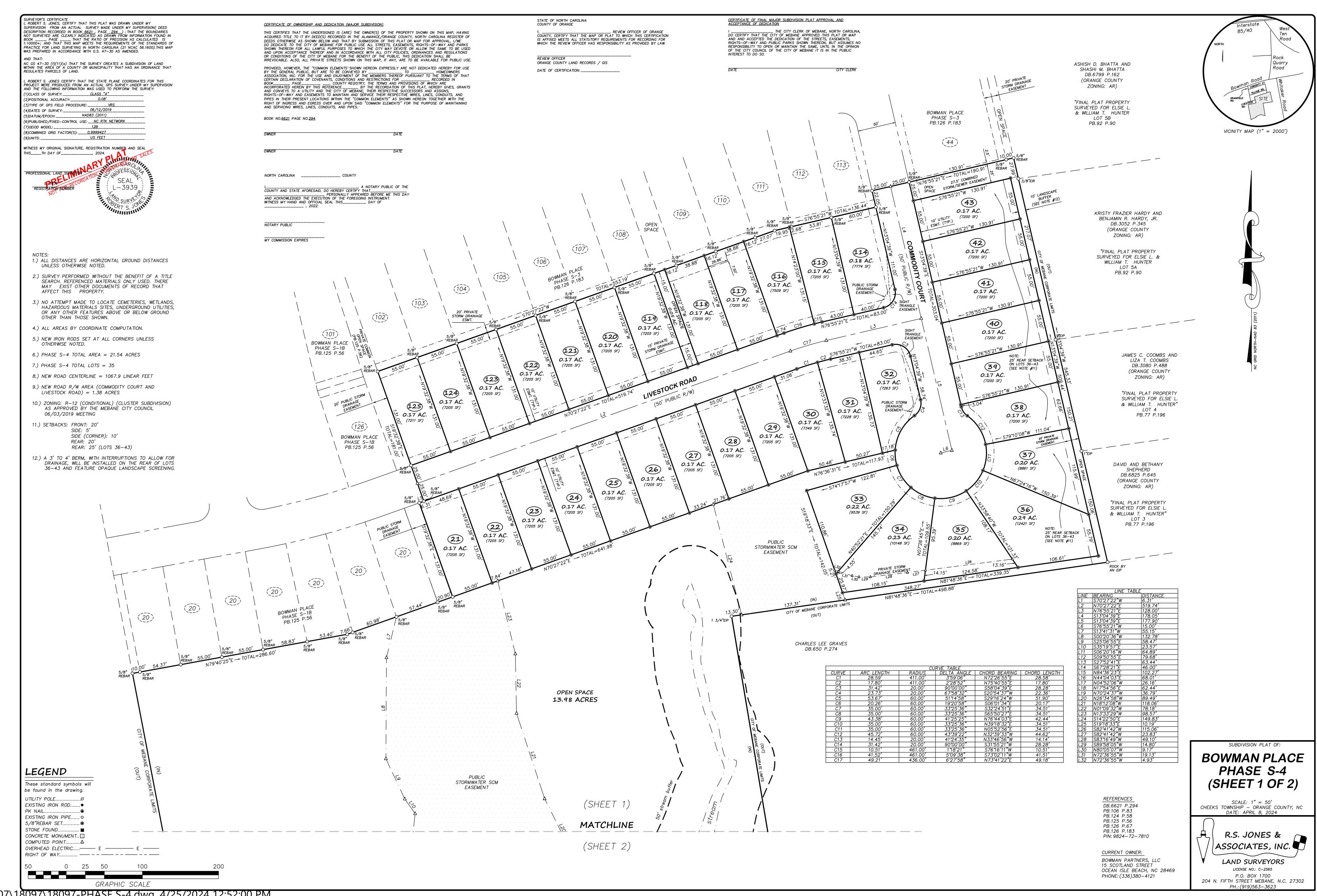
Staff recommends approval of the Final Plat.

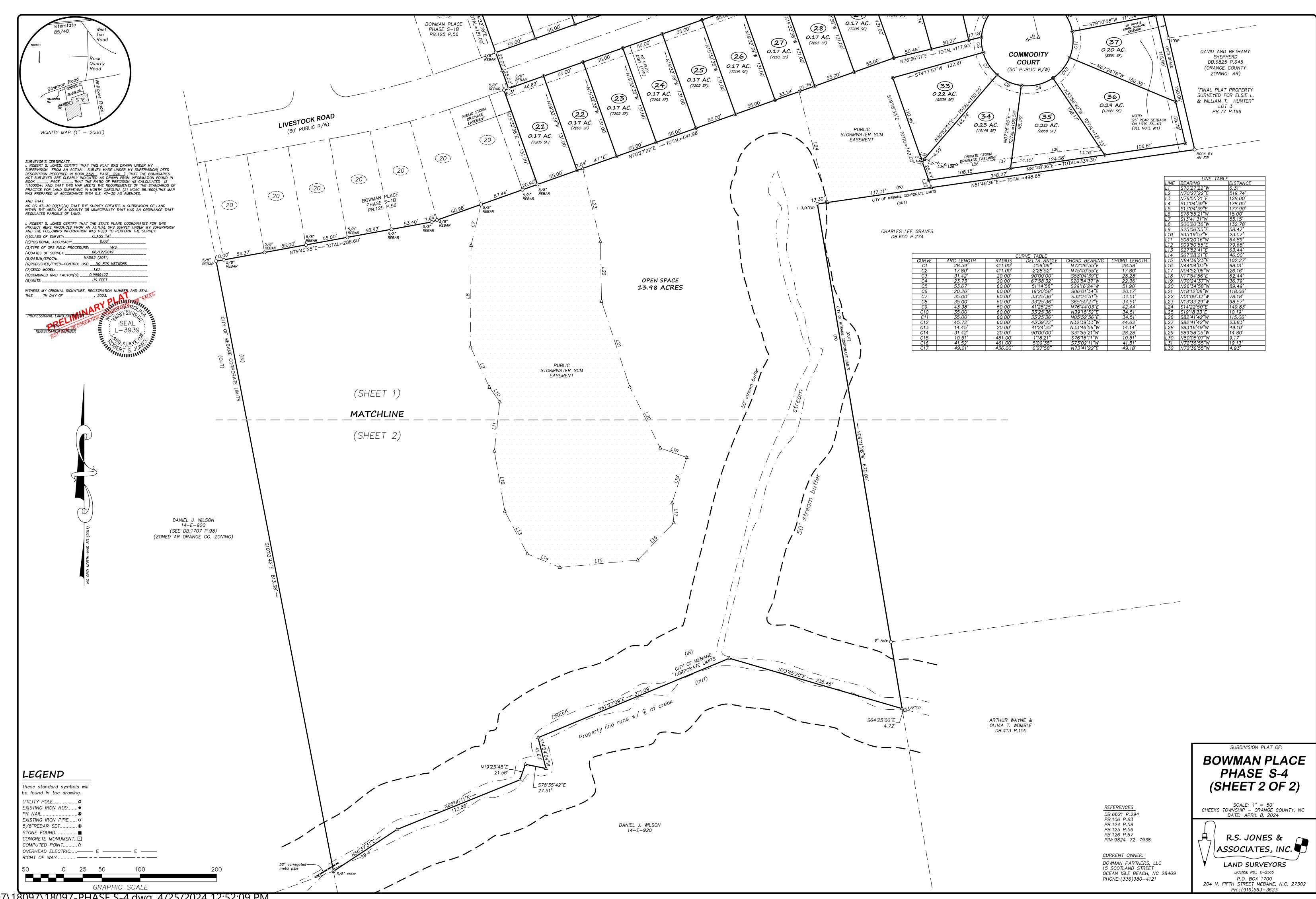
#### **Suggested Motion**

Motion to approve the final plat as presented.

#### **Attachments**

1. Final Plat







## **AGENDA ITEM #6A**

RZ 23-01 Amended Conditional Rezoning Amendment -**Tractor Supply** 

(Continued per the applicant from the July meeting)

#### Presenter

Ashley Ownbey, Development Director

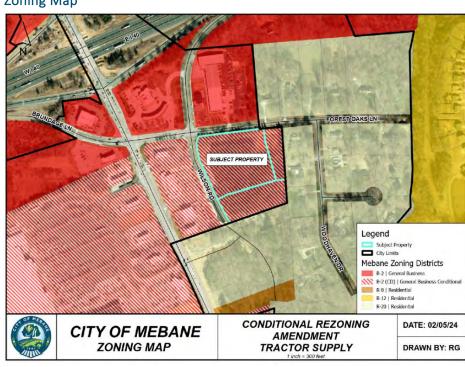
#### **Applicant**

Hendon Tiller Mebane 3.0, LLC Attn. Mark Tiller 3445 Peachtree Rd NE #465 Atlanta, GA 30326

#### **Public Hearing**

Yes ⊠ No □





#### Property

3995 Wilson Road

Alamance County GPINs: 9824046036,

9824038914, 9824049256

#### **Proposed Zoning**

B-2 (CD) - revised conditions

#### **Current Zoning**

B-2 (CD)

#### Size

+/-6.19 acres

#### Surrounding Zoning

B-2 (CD), B-2, R-20,

#### Surrounding Land Uses

Commercial, Residential

#### Utilities

Available

#### Floodplain

No

#### Watershed

No

#### City Limits

Yes

### Application Brief

See Planning Project Report for more details.

Recommendations		
Technical Review Committee:	The Technical Review Committee (TRC) has reviewed the revised site plan three times and the applicant has revised the plan to reflect the comments.	
Planning Staff:	The proposed development "Tractor Supply" is consistent with the guidance provided within Mebane By Design, the Mebane Comprehensive Land Development Plan.	
Planning Board:	At their March 11 meeting, the Planning Board voted 7-0 to recommend approval of the conditional rezoning request.	
Zoning & Land Use Report		
Jurisdiction:		Mebane City Limits
Proposed Use By-Right (Yes/No):		No
Type of Rezoning Request:		Conditional
Special Use Request (Yes/No):		No
Consistency with Mebane By Design (Yes/No):		Yes
Utilities Report		
Available Utilities (Yes/No):		Yes
Adequate Stormwater Control (Yes/No):		Yes
Innovative Stormwater Control (Yes/No):		No
Consistency with Long-Range Utility Plan (Yes/No):		Yes
Transportation Report		
Traffic Impact Analysis Required (Yes/No):		Yes
Multi-Modal Improvements (Ye	s/No):	Yes
Consistency with Bike/Ped Transportation Plan (Yes/No):		Yes

#### Summary

Hendon Tiller Mebane 3.0, LLC is requesting approval to revise the conditions for the +/- 6.19-acre property located on Wilson Road and Forest Oaks Lane (GPINs 9824046036, 9824038914, 9824049256), zoned B-2 (CD) to allow for a farm supplies and equipment retail use. The requested conditions reflect that Wilson Road will no longer be extended and a Traffic Impact Analysis was submitted to address the potential impacts of the proposed development without that connection. The property is located in Alamance County in the Mebane City Limits.

The +/- 6.19-acre parcel has been subdivided into three lots. Lot 4 will be developed as the farm supplies and equipment retail use, Lot 5 will be reserved for future commercial development, and Lot 6 will be primarily utilized as a stormwater management area. The revised site-specific plan proposes that Lot 5 will be subdivided into two lots. The proposed new Lot 7 is intended to be sold to Chick-Fil-A for use as a staff and overflow parking lot. The site plan shows three driveways, with two on Forest Oaks Lane and one on Wilson Road. The driveway on Wilson Road will provide shared access for the proposed Lots 4, 5, and 7.

Additional changes to the site plan originally approved by the Mebane City Council include:

- A reduction in the amount of curb and gutter on Forest Oaks Lane. The new site plan shows curb and gutter on Forest Oaks Lane opposite the site ending at the second commercial driveway on Forest Oaks Lane. The original site plan had curb and gutter extending past the first residential driveway on Forest Oaks Lane.
- The addition of crosswalks at the intersection of Wilson Road and Forest Oaks Lane and a mid-block crossing of Wilson Road.
- A minor modification to the parking lot layout around the entrance to the fenced outdoor display area.
- The 3,827 square-foot Garden Center has been changed to a 2,640 square-foot Live Goods Center. This has increased the outdoor display area from 24,040 square feet (14.58% of the site area) to 26,745 square feet (16.22% of the site area). Of the total outdoor display area, 2,640 square feet will be covered, 19,654 square feet will be fenced, and the remaining 4,451 square feet will be uncovered and unfenced.

As the developer did not secure the right-of-way needed to extend Wilson Road, a TIA was submitted for this project. The developer is required to make the following improvements:

- Provide a westbound left turn lane on Forest Oaks Lane with adequate storage and taper, as required by the NCDOT and the City of Mebane.
- Construction of the three site driveways with one ingress lane and one egress lane striped as a shared left-right turn lane operating under stop-control.
- Compliance of multimodal transportation requirements will be examined by staff to ensure adequacy of pedestrian, bike, and transit facilities along the property frontage. Additional crosswalks shall be considered at the intersection of Wilson Road and Forest Oak Lane.

The following conditions are proposed with the conditional rezoning request:

Applicant-Proposed Conditions of Zoning District	Mebane UDO Requirements	
The stormwater pond shall be constructed for a 100-year storm event. As noted on Sheet C4.0, the current design is considered by staff to be conceptual and additional design details are required with construction plans.	Section 5-1 of the Mebane UDO requires development to comply with applicable stormwater management requirements. Stormwater review and permitting typically occurs during construction plan review.	
The applicant has requested a total outdoor display area of 26,745 square feet or 16.22% of the site area. The breakdown of the proposed outdoor display area is as follows:  • 2,640 square feet of covered area • 19,654 square feet of fenced area • 4,451 square feet of other areas	which are found in Section 4-7.8.H of the Mebane UDO, include a limit on the outdoor area devoted to the display and sales of retail goods to a maximum of 15 percent of the net developable lot area.	

#### **Financial Impact**

The developer will be required to make all of the improvements at his own expense.

#### **Suggested Motion**

- 1. Motion to approve the revised conditions of the B-2(CD) rezoning as presented.
- 2. Motion to find that <u>the application is consistent</u> with the objectives and goals in the City's 2017 Comprehensive Land Development Plan *Mebane By Design*. Specifically, the request:
  - ☐ Is for a property within the City's G-4 Secondary Growth Area and is generally commercial in nature (Mebane CLP, p. 66).

#### <u>OR</u>

- 3. Motion to deny the revised conditions of the B-2(CD) rezoning as presented due to a lack of
  - a. Harmony with the surrounding zoning or land use

#### OF

b. Consistency with the objectives and goals in the City's 2017 Comprehensive Land Development Plan *Mebane By Design*.

#### **Attachments**

- 1. Preliminary Presentation Slides
- 2. Zoning Amendment Application

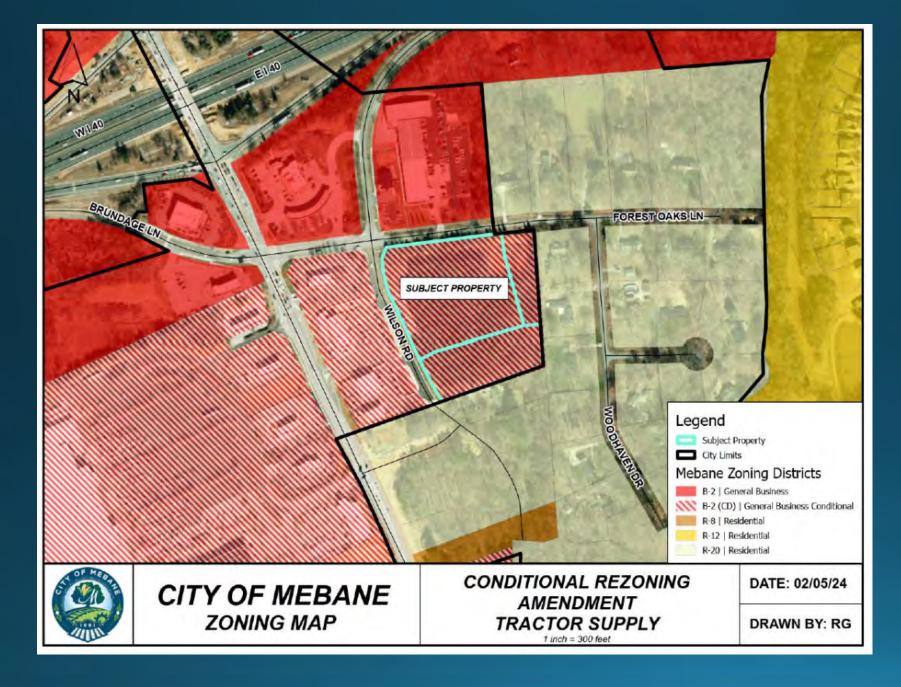
- 3. Zoning Map
- 4. Site Plan click here to access.
- 5. Planning Project Report
- **6.** Preliminary Water and Sewer System Approval Letter
- 7. Technical Memorandum City Engineering Review
- 8. Traffic Impact Analysis <u>click here to access</u>.
  - a. VHB TIA Review



Ashley Ownbey, Development Director

Request to modify a conditional zoning district, B-2(CD), by Hendon Tiller Mebane 3.0 LLC





# Tractor Supply Conditional Rezoning Request

- Request by Hendon Tiller Mebane 3.0 LLC
- Three lots, totaling +/- 6.19 acres
- Existing zoning: B-2 (CD)
- Requested zoning: B-2 (CD) with revised conditions





# Tractor Supply

Conditional Rezoning Request

- Mebane City Limits
- The site was annexed after original approval of B-2 (CD) zoning.





# **Tractor Supply**

Conditional Rezoning Request

- Gravel parking, forested, stormwater pond
- Surrounding uses include:
  - Restaurants
  - Retail
  - Medical and Veterinary offices, Fitness Gym, and Other Professional Service Uses
  - Residential

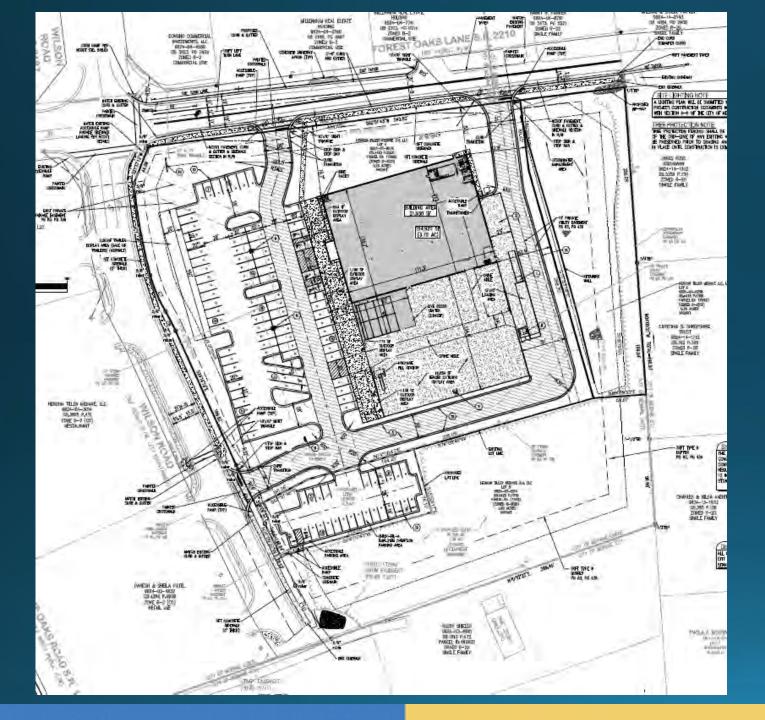




Tractor Supply
Conditional Rezoning Request

• Mebane By Design G-4 Secondary Growth Strategy Area





# **Tractor Supply**

Conditional Rezoning Request

Modification of the B-2(CD) zoning is requested as the right-of-way for the required to extend Wilson Road could not be secured and a TIA has been completed.

## Amendments to original site-specific plan:

- Reduced curb and gutter on Forest Oaks Lane
- Addition of crosswalks at the intersection of Wilson Road and Forest Oaks Lane and at a midblock location on Wilson Road
- Minor modification to the parking lot layout
- Lot 5 to be subdivided into new Lot 5 and Lot 7
- Garden Center replaced with Live Goods Center

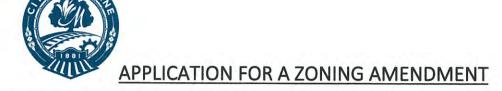
### **Proposed Conditions:**

- Stormwater pond constructed for a 100-year storm event.
- Outdoor display area equal to 16.22% of total site area.



# **Applicant Presentation**

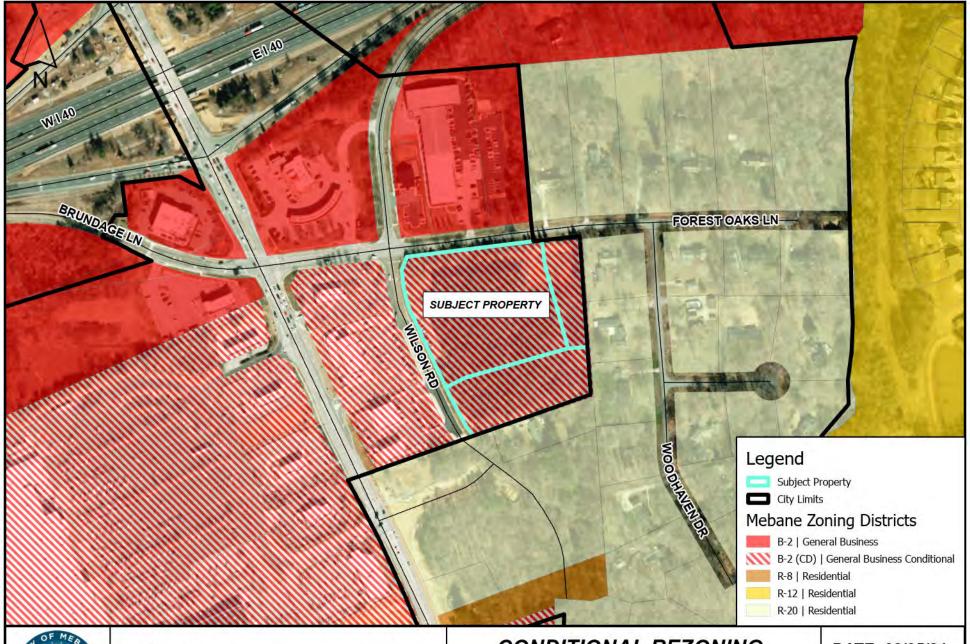




	mendment to the Mebane Zoning Ordinance as follows:
Name of Applicant: HENDO	on TILLER MEBAJE 3.0, LLC
Address of Applicant: 6.19 Ad	CRES - FOREST DAKS & WILSON ROAD EXT
Address and brief description of pro	operty to be rezoned: 6.19 acres - un developed
property to the	east of Wilson ROAD EXTENSION
Applicant's interest in property: (Ov	wned, leased or otherwise) FEE SIMPLE OWNER
*Do you have any conflicts of intere	est with: Elected/Appointed Officials, Staff, etc.?
Yes Explain:	No
Type of re-zoning requested:	115102 to a 2021 requirement
Sketch attached: Yes Sent and	ler seperate enail;
Reason for the requested re-zoning	: UN APOLE TO REACH AGREEDMENT
WITH ADJOWNG	LAND OWNER
	Signed: Martilles
Da	nte:
Action by Planning Board:	
Public Hearing Date:	Action:
Zoning Map Corrected:	

The following items should be included with the application for rezoning when it is returned:

- 1. Tax Map showing the area that is to be considered for rezoning.
- 2. Names and addresses of all adjoining property owners within a 300' radius (Include those that are across the street).
- 3. \$300.00 Fee to cover administrative costs.
- 4. The information is due 15 working days prior to the Planning Board meeting. The Planning Board meets the 2<sup>nd</sup> Monday of each month at 6:30 p.m. Then the request goes to the City Council for a Public Hearing the following month. The City Council meets the 1<sup>st</sup> Monday of each month at 6:00 p.m.





CITY OF MEBANE ZONING MAP CONDITIONAL REZONING
AMENDMENT
TRACTOR SUPPLY

1 inch = 300 feet

DATE: 02/05/24

DRAWN BY: RG

The site plan can be downloaded through the following link:

https://cityofmebane.sharefile.com/public/share/web-se58fcba448fe479ba763c41231d6caa1

# **APLANNING PROJECT REPORT**

DATE 03/06/2024

PROJECT NUMBER RZ 23-01 - Amended

PROJECT NAME Tractor Supply

Hendon Tiller Mebane 3.0, LLC

Attn. Mark Tiller

3445 Peachtree Rd NE #465

Atlanta, GA 30326

# **CONTENTS**

**APPLICANT** 

PROJECT NAME & APPLICANT	PAGE 1
SUMMARY OF CHANGES	PAGE 2
ZONING REPORT	PAGE 3
LAND USE REPORT	
UTILITIES REPORT	PAGE 8
STAFF RECOMMENDATION	PAGE 9

#### **SUMMARY OF CHANGES:**

Since RZ 23-01 was approved on April 3, 2023, the +/- 6.19-acre parcel has been subdivided into three lots. Lot 4 is proposed to be developed as the farm supplies and equipment retail use, Lot 5 is reserved for future commercial development, and Lot 6 will be primarily utilized as a stormwater management area. The revised site-specific plan proposes that Lot 5 will be subdivided into two lots. The proposed new Lot 7 is intended to be sold to Chick-Fil-A for use as a staff and overflow parking lot. The site plan shows three driveways, with two on Forest Oaks Lane and one on Wilson Road. The driveway on Wilson Road will provide shared access for the proposed Lots 4, 5, and 7. The City Council approved the property's annexation into Mebane's City Limits on June 5, 2023, and the annexation plat was recorded on June 29, 2023, in the Alamance County Register of Deeds.

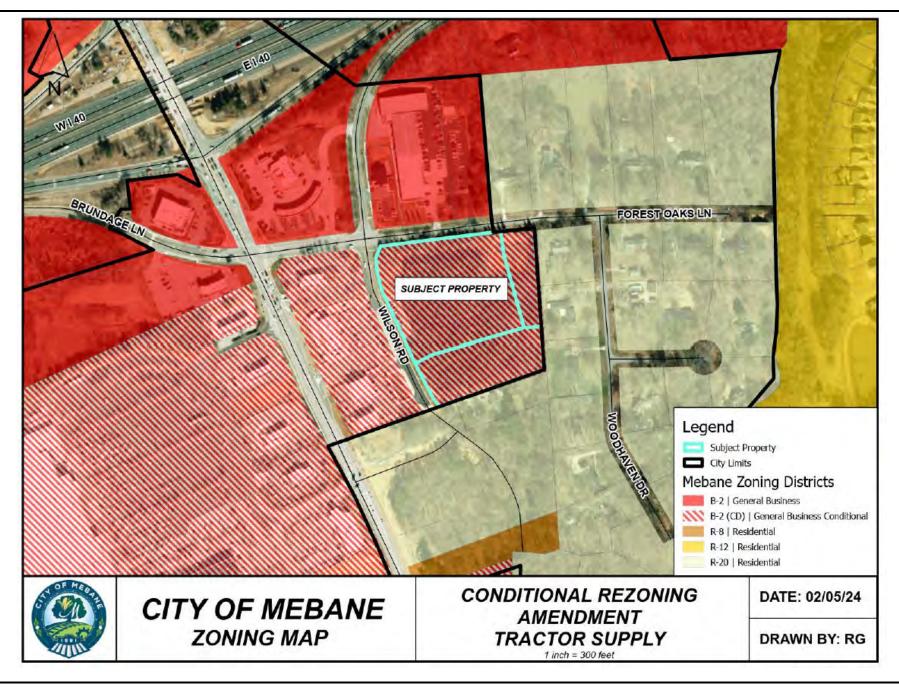
Additional changes to the site plan originally approved by the Mebane City Council include:

- A reduction in the amount of curb and gutter on Forest Oaks Lane. The new site plan shows curb and gutter on Forest Oaks Lane opposite the site ending at the second commercial driveway on Forest Oaks Lane. The original site plan had curb and gutter extending past the first residential driveway on Forest Oaks Lane.
- The addition of crosswalks at the intersection of Wilson Road and Forest Oaks Lane and a mid-block crossing of Wilson Road.
- A minor modification to the parking lot layout around the entrance to the fenced outdoor display area.
- The 3,827 square-foot Garden Center has been changed to a 2,640 square-foot Live Goods Center. This has increased the outdoor display area from 24,040 square feet (14.58% of the site area) to 26,745 square feet (16.22% of the site area). Of the total outdoor display area, 2,640 square feet will be covered, 19,654 square feet will be fenced, and the remaining 4,451 square feet will be uncovered and unfenced.

As the developer did not secure the right-of-way needed to extend Wilson Road, a TIA was submitted for this project. The developer is required to make the following improvements:

- Provide a westbound left turn lane on Forest Oaks Lane with adequate storage and taper, as required by the NCDOT and the City of Mebane.
- Construction of the three site driveways with one ingress lane and one egress lane striped as a shared left-right turn lane operating under stop-control.
- Compliance of multimodal transportation requirements will be examined by staff to ensure adequacy of pedestrian, bike, and transit facilities along the property frontage. Additional crosswalks shall be considered at the intersection of Wilson Road and Forest Oak Lane.

ZONING REPORT		
EXISTING ZONE	B-2 (CD) (General Business Conditional District)	
REQUESTED ACTION	B-2 (CD) (General Business Conditional District) – Revised Conditions	
CONDITIONAL ZONE?	⊠YES □NO	
CURRENT LAND USE	Vacant, Gravel Parking Lot, Forested	
PARCEL SIZE	+/- 6.19 acres	
PROPERTY OWNERS	Hendon Tiller Mebane 3.0 LLC 3445 Peachtree Rd NE #465 Atlanta, GA 30326 GPINs: 9824046036, 9824049256, and 9824038914	
LEGAL DESCRIPTION	Request to modify the conditional zoning district, B-2(CD), of three lots, totaling +/-6.19-acres and located at Wilson Road and Forest Oaks Lane (GPINs 9824046036, 9824049256, and 9824038914) to allow for a farm supplies and equipment retail use by Hendon Tiller Mebane 3.0, LLC.	
AREA ZONING & DISTRICTS	The properties to the west, across Wilson Road, are zoned B-2 (CD), General Business Conditional District. The properties to the north, across Forest Oaks Lane, are a mix of B-2, General Business and R-20, Residential. The properties to the east and south are all zoned R-20, Residential.	
SITE HISTORY	The property has historically been sparsely forested although it is currently taxed as vacant commercial land. The gravel parking lot, utilized by Chick-Fil-A, was added between 2018 and 2020. A stormwater pond, currently serving the Wendy's and Chick-fil-A developments, is also on the property.	
STAFF ANALYSIS		
CITY LIMITS?	⊠YES □NO	
PROPOSED USE BY-RIGHT?	□YES ⊠NO	
SPECIAL USE?	□YES ⊠NO	
EXISTING UTILITIES?	⊠YES □NO	
POTENTIAL IMPACT OF PROPOSED ZONE	The proposed rezoning is consistent with the B-2 (CD) and B-2 zoning of the properties to the north and west of the subject property. The proposed development will introduce a commercial use in close proximity to an existing residential neighborhood. However, the proposed site plan includes a stormwater control area on the east side of the property and a semi-opaque buffer.	



LAND	117	KFF	ואניי

EXISTING LAND USE	Vacant, Gravel Parking Lot, Forested
PROPOSED LAND USE & REQUESTED ACTION	The applicant is requesting a rezoning to develop three lots, totaling +/-6.19 acres, with frontages on Wilson Road and Forest Oaks Lane (GPINs: 9824046036, 9824049256, and 9824038914) for a farm supplies and equipment retail use. The applicant intends to re-subdivide the property into four lots. Lot 4 will be utilized for the farm supplies and equipment retail use, Lot 5 will be reserved for future commercial development, Lot 6 will be utilized as a stormwater management area, and Lot 7 is proposed to be sold to Chick-Fil-A for their use as a staff and overflow parking lot.
PROPOSED ZONING	B-2 (CD) (General Business Conditional District) – revised conditions
PARCEL SIZE	+/- 6.19 acres
AREA LAND USE	The subject property is located just east of an arterial commercial strip along Mebane Oaks Road. The properties to the west are developed with a Wendy's, Chick-Fil-A, and Aspen Dental. The properties to the north include Southern Animal Hospital and a multi-use commercial building that includes a gym, insurance office, and other similar uses. There are developed residential lots to the south, east, and northeast of the subject property.
ONSITE AMENITIES & DEDICATIONS	The applicant proposes a 5' sidewalk on the east side of Wilson Road and on the south side of Forest Oaks Lane. Curb and gutter will be constructed on Forest Oaks Lane as shown on the site plan and approved by the NCDOT. The revised site plan shows a reduction in how far the curb and gutter extends along Forest Oaks Lane on the opposite side of the site.
CONDITIONAL ZONE?	⊠YES □NO
DESCRIPTION OF PROPOSED CONDITIONS	The applicant has offered to construct the stormwater pond for a 100-year storm event. As noted on Sheet C4.0, the current design is considered by staff to be conceptual and additional design details are required with construction plans.  The applicant has requested a total outdoor display area of 26,745 square feet or 16.22% of the site area. The development standards for this particular use, which are found in Section 4-7.8.H of the Mebane UDO, include a limit on the outdoor area devoted to the display and sales of retail goods to a maximum of 15 percent of the net developable lot area. Of the total proposed outdoor display area, 2,640 square feet will be covered, 19,654 square feet will be fenced, and the remaining 4,451 square feet will be uncovered and unfenced.

CONSISTENCY WITH MEBANE BY DESIGN STRATEGY

LAND USE GROWTH STRATEGY

G-4 Secondary

DESIGNATION(S)

OTHER LAND USE CONSIDERATIONS

Mebane Oaks Road Small Area Plan

*MEBANE BY DESIGN* GOALS &

**OBJECTIVES SUPPORTED** 

**MEBANE BY DESIGN GOALS &** 

OBJECTIVES NOT SUPPORTED



## **UTILITIES REPORT**

UTILITIES REPORT	
AVAILABLE UTILITIES	⊠YES □NO
PROPOSED UTILITY NEEDS	Per the memorandum from Franz Holt of AWCK, the anticipated water use for the proposed development is 2,500 gallons per day and the anticipated wastewater use is less than 2,500 gallons per day. The development will be served by connecting to Mebane's existing 12-inch water line on Forest Oaks Lane. The project will be connected to the existing sewer system by extending a new 6-inch private sewer service line from an existing manhole located on Forest Oaks Lane. Additionally, a 6-inch private sewer service will be extended from a newly set manhole over Mebane's 8-inch gravity line in Forest Oaks Lane, through Lot 4 and ending at the Lot 5 property line with a private easement dedicated over the service line.
UTILITIES PROVIDED BY APPLICANT	Applicant has pledged to provide all on-site utilities, as described in AWCK's Technical Memo.
MUNICIPAL CAPACITY TO ABSORB	The City has adequate water & sewer supply to meet the
PROJECT	domestic and fire flow demands of the project.
CONSISTENCY WITH MEBANE LONG RANGE UTILITY PLAN?	⊠YES □NO
ADEQUATE STORMWATER CONTROL?	⊠YES □NO
INNOVATIVE STORMWATER MANAGEMENT?	□YES ⊠NO
TRAI	NSPORTATION NETWORK STATUS
CURRENT CONDITIONS	The subject property is situated south of Forest Oaks Lane and east of Wilson Road. The site plan features two proposed driveway entrances on Forest Oaks Lane and one proposed driveway entrance on Wilson Road. The driveway from Wilson Road is proposed to provide access to Lots 4, 5, and 7 of the proposed subdivision. Both Forest Oaks Lane and Wilson Road are maintained by the NCDOT.  NCDOT does not provide traffic count data for Forest Oaks Lane or Wilson Road. Mebane Oaks Road, to the west of the site, had an average daily traffic volume of 26,000 trips in 2021.  From 2017 to 2021, 42 crashes were recorded at the intersection of Forest Oaks Lane and Mebane Oaks Road.
TRAFFIC IMPACT ANALYSIS REQUIRED?	⊠YES □NO

As the developer did not secure the right-of-way needed to extend Wilson Road, a TIA was submitted for this project. The developer is required to make the following improvements: Provide a westbound left turn lane on Forest Oaks Road with adequate storage and taper, as required by the NCDOT and the City of Mebane. Construct all drives with one ingress lane and one egress lane striped as a shared left-right turn lane DESCRIPTION OF RECOMMENDED operating under stop-control. Due to intersection **IMPROVEMENTS** spacing concerns, permitting of a driveway at Site Drive 1 on Forest Oaks Lane is subject to meeting adequate design and sight distance requirements. Compliance of multimodal transportation requirements will be examined by staff to ensure adequacy of pedestrian, bike, and transit facilities along the property frontage. Additional crosswalks shall be considered at the intersection of Wilson Road and Forest Oak Lane. CONSISTENCY WITH THE MEBANE **⊠**YES □NO **BICYCLE AND PEDESTRIAN** TRANSPORTATION PLAN? MULTIMODAL IMPROVEMENTS **⊠**YES □NO PROVIDED BY APPLICANT? The applicant proposes to construct a sidewalk for the length of the property on the south side of Forest Oaks Lane and on the east side of Wilson Road. Bike racks will also be provided in **DESCRIPTION OF MULTIMODAL IMPROVEMENTS** accordance with UDO requirements. Crosswalks will be provided at the intersection of Wilson Road and Forest Oaks Lane and at a mid-block location on Wilson Road.

#### STAFF RECOMMENDATION

STAFF ZONING	☑ APPROVE ☐ DISAPPROVE
RECOMMENDATION	
STAFF SPECIAL USE FINDING	☐ CONSISTENT ☐ NOT CONSISTENTWITH <i>MEBANE</i> BY DESIGN
RATIONALE	The proposed development "Tractor Supply" is consistent with the guidance provided within Mebane By Design, the Mebane Comprehensive Land Development Plan. The project is in harmony with surrounding commercial uses.



February 6, 2024

Mr. Matt Lowder, PE Bowman North Carolina, Ltd. 4006 Barrett Drive, Suite 104 Raleigh, NC 27609

Subject: Tractor Supply – Water and Sewer System Layout

Dear Mr. Lowder:

Regarding the Preliminary Site Plans for Tractor Supply and in accordance with the UDO, this memo is provided to indicate that I have reviewed the preliminary water and sewer system layout and find it acceptable and meets City standards based on the following:

- A. Water system The project is proposed to be served by connecting to Mebane's existing 12-inch water line on Forest Oaks Lane. Extension of private domestic (2-inch), irrigation service (1-inch) and fire line (6-inch) are shown with appropriate backflow prevention and fire hydrant locations. The estimated water use is 2,500 gallons per day (100 gallons/1,000 square feet per State 2T rules). The City has adequate water capacity available to meet the project's domestic demand and fire flow requirements.
- B. Sanitary Sewer system The project is proposed to be served by extending a new 6-inch private sewer service line from an existing manhole located at Forest Oaks Lane to the new building by steel encasement fore and jack under Forest Oaks Lane. Additionally, a 6-inch private sewer service will be extended from a newly set manhole over Mebane's 8-inch gravity line in Forest Oaks Lane, through lot 4 and ending at the lot 5 property line with a private easement being over the service line by steel encasement bore and jack under Forest Oaks Lane. The estimated wastewater from this project is less than 2,500 gallons per day (100 gallons/1,000 square feet per State 2T rules). The City has adequate wastewater capacity available at the downstream Southeast Regional Pump Station and at the WRRF to meet this demand.

If there are any questions, please let me know. Sincerely,

Franz K. Holt, P.E. City Engineer

CC: Ashley Ownbey, Dev. Director Kyle Smith, Utilities Director

Frang K. HAA



**Technical Memorandum** 

Date: February 6, 2024

To: Ashley Ownbey, Development Director

From: Franz K. Holt, P.E.

Subject: Tractor Supply - City Engineering review

City Engineering has reviewed Site Plans submitted for Tractor Supply on Wilson Road (Extension) dated January 11, 2024, prepared by Matt Lowder, P.E. with Bowman North Carolina, Ltd. Of Raleigh, NC. Our technical review comments are as follows:

#### A. General Summary

- 1. The Tractor Supply includes a 21,147 square foot facility (one story) and 3,827 square foot garden center on a newly created lot no. 4 (3.79 acres), with lot no. 7 (0.31 acre) designated for Chick-Fil-A employee overflow parking and lot no. 6 (0.75 acres) designated as a stormwater management lot. The subdivision is along City owned/maintained Wilson Road (Extension) and NCDOT owned/maintained Forest Oaks Lane S.R. 2210.
- 2. On-site stormwater controls are proposed that treat the runoff from a 1-inch rain and reduce the peak stormwater discharge rates for post construction runoff is no more than the pre-development rates for up to a 100-year storm event.
- 3. City of Mebane public water and sewer lines are available for service extensions to the facility. Additionally, a private sewer extension will be made to lot no. 5 through lot no. 4.
- 4. Street Access has one proposed driveway connection to Wilson Road (Extension) and two connections to Forest Oaks Lane with a proposed left turn lane onto Wilson Road (Extension) from Forest Oaks Lane.
- 5. The plans include a sidewalk along the south side of Forest Oaks Lane and the east side of Wilson Road (Extension).
- NCDOT plan approvals, driveway permits, and encroachment agreements are required by NCDOT for the proposed improvements to and along Forest Oaks Lane.



#### B. Availability of City Water and Sewer

Regarding the Preliminary Site Plans for Tractor Supply and in accordance with the UDO, this memo is provided to indicate that I have reviewed the preliminary water and sewer system layout and find it acceptable and meets City standards based on the following:

- 1. Water system The project is proposed to be served by connecting to Mebane's existing 12-inch water line on Forest Oaks Lane. Extension of private domestic (2-inch), irrigation service (1-inch) and fire line (6-inch) are shown with appropriate backflow prevention and fire hydrant locations. The estimated water use is 2,500 gallons per day (100 gallons/1,000 square feet per State 2T rules). The City has adequate water capacity available to meet the project's domestic demand and fire flow requirements.
- 2. Sanitary Sewer system The project is proposed to be served by extending a new 6-inch private sewer service line from an existing manhole located at Forest Oaks Lane to the new building by steel encasement fore and jack under Forest Oaks Lane. Additionally, a 6-inch private sewer service will be extended from a newly set manhole over Mebane's 8-inch gravity line in Forest Oaks Lane, through lot 4 and ending at the lot 5 property line with a private easement being over the service line by steel encasement bore and jack under Forest Oaks Lane. The estimated wastewater from this project is less than 2,500 gallons per day (100 gallons/1,000 square feet per State 2T rules). The City has adequate wastewater capacity available at the downstream Southeast Regional Pump Station and at the WRRF to meet this demand.

#### C. Watershed Overlay District and Phase II Stormwater Requirements

1. UDO Watershed Overlay District requirements.

These requirements in the UDO include the Back-Creek Watershed and Graham-Mebane Lake. The project is tributary to the Little Haw Creek; a Class V watershed and the Watershed Overlay District requirements do not apply to this project. This type of watershed classification (Class V) does not have density restrictions or built upon restrictions as required for the Graham Mebane Lake watershed.





#### 2. Phase II Stormwater Post Construction Ordinance

Sec. 5.1 in the UDO provides standards for Storm Water Management and 5.1.F requires compliance with the Mebane Post Construction Runoff Ordinance. Built upon an area of more than 24% requires engineered stormwater controls. As this project exceeds the 24% threshold, proposed engineered stormwater controls are provided on the site plans and include a fenced wet pond with detention being provided for up to a 100 yr. storm event where post construction stormwater runoff peak discharges are no more than predevelopment rates. This wet pond serves as a shared device for Wendy's, Chick-fil-a, Tractor Supply, and Chick-fil-a employee overflow parking.

#### D. Storm Drainage System

The UDO provides requirements for storm drainage systems. The site plans include a storm drainage system layout that indicates certain pipe locations, inlets, and all being directed to the engineered stormwater control device located at the rear of the property.

#### E. Street Access

A TIA was required for this project with certain improvements being indicated as follows:

#### Forest Oaks Lane and Wilson Road

 Provide a westbound left turn lane on Forest Oaks Road with minimal storage and taper [as requested by NCDOT]. This improvement could be provided by restriping the existing pavement on Forest Oaks Lane to provide storage for 1-2 vehicles.

#### Forest Oaks Lane and Site Drive 1

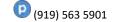
 Construct Site Drive 1 with one ingress lane and one egress lane striped as a shared left-right turn lane operating under stop-control.

#### Forest Oaks Lane and Site Drive2

 Construct Site Drive 2 with one ingress lane and one egress lane striped as a shared left-right turn lane operating under stop-control.

#### F. Construction Plan Submittal

The UDO requires final site construction plans to be submitted for TRC review and approval.





The traffic impact analysis (TIA) can be downloaded through the following link:

https://cityofmebane.sharefile.com/public/share/web-se58fcba448fe479ba763c41231d6caa1



To: Ashley Ownbey **Development Director** City of Mebane

> C. N. Edwards Jr., PE **District Engineer** NCDOT Highway Division 7 District 1

Project #: 39160.00, Task 23

Date: January 23, 2023

From: Baohong Wan, PhD, PE Re: Mebane Tractor Supply Traffic Impact Analysis

> **Technical Review** Mebane, NC

A Traffic Impact Analysis (TIA) was prepared by Ramey Kemp Associates for the proposed Tractor Supply in the southeast quadrant of the intersection of Forest Oaks Lane and Wilson Road in Mebane, North Carolina. Per request by the City of Mebane, VHB conducted an independent review of the Mebane Tractor Supply TIA. This memo provides a list of critical findings, followed by an in-depth summary of study process and analysis results of the TIA.

#### **List of Mitigation Recommendations**

The following items in red should be considered in addition to mitigation measures that have been identified within the Mebane Tractor Supply TIA:

- Forest Oaks Lane and Wilson Road
  - Provide a westbound left turn lane on Forest Oaks Road with minimal adequate storage and taper [as requested by NCDOT and the City of Mebane].
- Forest Oaks Lane and Site Drive 1
  - o Construct Site Drive 1 with one ingress lane and one egress lane striped as a shared left-right turn lane operating under stop-control.
  - o Due to intersection spacing concerns, permitting of a driveway at this location is subject to meeting adequate design and sight distance requirements.
- Forest Oaks Lane and Site Drive 2
  - o Construct Site Drive 2 with one ingress lane and one egress lane striped as a shared left-right turn lane operating under stop-control.
- > Wilson Road and Site Drive 3 (not analyzed in the TIA)
  - Construct Site Drive 3 with one ingress lane and one egress lane striped as a shared left-right turn lane operating under stop-control.
- > Multimodal Considerations: Compliance of multimodal transportation requirements should be examined to ensure adequacy of pedestrian, bike, and transit facilities along the property frontage. Additional crosswalks should be considered at the intersection Wilson Road and Forest Oak Lane.

Ref: 39160.00, Task 23 January 23, 2023 Page 2



### **General Comments**

### Wilson Road Connector

- > Wilson Road Connector is shown in STIP I-5711 roadway design files, signal design plans (Inv# 07-2060), and site plan (Figure 2) included in the TIA. However, due to uncertainties of Wilson Road extension, the intersection of Mebane Oaks Road and Walmart Driveway was analyzed as a T-intersection in the TIA. Traffic performance at this intersection could be worse if it is analyzed as a four-leg intersection.
- > The left-turn storage along Garrett Crossing (Walmart Driveway) at Mabane Oaks Road is insufficient and could potentially cause lane blockage and inefficient traffic operations. Longer queue is expected with a fourth leg added at this location. Restriping Garrett Crossing (Walmart Driveway) to provide longer storage should be considered to improve traffic operations and safety.

### Wilson Road Extension

> Though not analyzed in this study, extension of Wilson Road to intersect Mebane Oaks Road opposite Walmart Driveway could result in different traffic ingress and egress patterns to Tractor Supply and other establishments along Wilson Road. This potential change is anticipated to provide additional ways and alleviate traffic congestion along Wilson Road.

### Forest Oaks Lane and Site Drive 1

> Spacing between Site Drive 1 and Wilson Road is less than ideal for full movement access considerations. Limiting traffic movements to right-in/right-out at Site Drive 1 may be considered if adequate traffic circulation can still be provided.

### Wilson Road and Site Drive 3

> Site Drive 3 on Wilson Road was omitted in the capacity analysis. Site Drive 3 should be subject to typical standards for laneage, sight triangle and IPS requirements.

### Synchro Capacity Analysis

- > The third northbound lane along Mebane Oaks Road at Forest Oaks Lane is coded as a pocket lane on the right-hand side of road with 350' of storage in Synchro, while this storage is omitted in the TIA report. Field check indicates that this pocket lane is located on the left side of northbound approach.
- > Synchro models have several extra intersections with zero traffic volumes. Although traffic operations at these intersections are not required to be analyzed in the TIA, including them in Synchro models may have slight impact on corridor signal timing optimization and traffic simulation results.

### **Summary of TIA Assumptions and Results**

### **Development Plan**

The proposed Mebane Tractor Supply will consist of 21,200 square feet (sf) of retail space. According to the TIA, the proposed development is expected to generate 361 daily trips with 34 trips (21 entering, 13 exiting) occurring in the AM peak hour and 63 trips (29 entering, 34 exiting) occurring in the PM peak hour.

Access to the site is to be provided via two (2) new full movement driveways on Forest Oaks Lane and one (1) new full movement driveway on Wilson Road that will align with an existing driveway.

### **Study Area and Analysis Scenarios**

The TIA included capacity analyses during the weekday AM and PM peak hours under the following scenarios:



- > Existing (2023) Conditions
- > Background (2024) Conditions
- > Build-out (2024) Conditions

Through coordination with NCDOT and the City of Mebane, the following intersections were analyzed in the TIA:

- > Mebane Oaks Road and Forest Oaks Lane Signalized
- > Mebane Oaks Road and Walmart Driveway Signalized
- > Forest Oaks Lane and Wilson Road Unsignalized
- > Forest Oaks Lane and Proposed Site Driveways (2) Unsignalized

### **Existing and No-Build Analysis Assumptions**

Existing (2023) analysis was conducted based on traffic counts collected in February 2023 during weekday AM (7 to 9 AM) and PM (4 to 6 PM) peak hours while area schools were in session.

The No-Build scenario included an annual growth rate of one percent (1.0%) between the existing year (2023) and the future analysis year (2024). In addition, site trips due to the following adjacent development were identified and included in the future year analyses:

- > Deep River
- The Meadows
- > Summit Church
- Meadowstone Townhomes
- McKays Book Store
- Mebane Oaks Mixed-Use (Evolve)

Based on coordination with NCDOT and the City, it was determined that roadway improvements that will be made by the NCDOT State Transportation Improvement Program (STIP) project I-5711 should be considered in this study. Within the study area, STIP I-5711 is expected to provide additional northbound and southbound through lanes along Mebane Oaks Road from Arrowhead Road to the signalized Wal-Mart driveway.

### **Trip Generation & Distribution**

Since the ITE Trip Generation Manual, 11th Edition does not include enough data points for a Tractor Supply Store (ITE Code 810), multiple land uses were considered to estimate the trip generation potential for the proposed development. According to the TIA, the proposed development is expected to generate 361 daily trips with 34 trips (21 entering, 13 exiting) occurring in the AM peak hour and 63 trips (29 entering, 34 exiting) occurring in the PM peak hour.

Traffic assignment for the development was based on the following trip distribution assumptions:

- > 60% to/from the north via Mebane Oaks Road
- > 30% to/from the south via Mebane Oaks Road
- > 10% to/from the north/east via Wilson Road

Ref: 39160.00, Task 23 January 23, 2023 Page 4



### **Capacity Analysis Results**

Capacity analyses in the TIA were conducted following the NCDOT Congestion Management Capacity Analysis Guidelines. The analysis results and mitigation determinations are summarized below for each individual intersection, while LOS and delay are reported and summarized for stop-controlled approaches at unsignalized intersections.

### Mebane Oaks Road and Forest Oaks Lane (signalized)

ID	Intersection and Approach	2023 Existing		2024 No-Build		2024 Build		2024 Build w/ Imp	
		АМ	PM	АМ	PM	AM	PM	АМ	PM
	Mebane Oaks Road & Brundage Lane/Forest Oaks Lane	C (31.8)	C (30.4)	C (20.6)	B (19.5)	C (21.0)	C (20.6)	C (21.0)	C (20.6)
1	Eastbound	E-68.3	E-67.6	D-53.0	D-49.0	D-53.0	D-48.5	D-53.0	D-48.5
1	Westbound	F-80.9	F-82.5	D-51.1	D-50.2	D-50.6	D-50.2	D-50.6	D-50.2
	Northbound	B-16.6	B-17.3	B-17.1	B-13.9	B-17.8	B-15.2	B-17.8	B-15.2
	Southbound	C-20.5	C-22.7	A-7.7	B-12.1	A-8.1	B-12.9	A-8.1	B-12.9

The TIA indicated that the signalized intersection is expected to operate at LOS C during both the AM and PM peak hours under the Build-out conditions with the STIP I-5711 improvements in place. Since the intersection is expected to operate acceptably with the development in place, no improvements were recommended in the TIA.

### Mebane Oaks Road and Wal-Mart Driveway (signalized)

	, <del>-</del>								
ID	Intersection and Approach	2023 Existing		2024 No-Build		2024 Build		2024 Build w/ Imp	
		AM	PM	АМ	PM	АМ	PM	AM	PM
	Mebane Oaks Road & Walmart Driveway	A (9.6)	C (20.9)	A (7.6)	B (19.3)	A (7.7)	B (19.3)	A (7.7)	B (19.3)
2	Eastbound	D-44.0	D-41.5	D-51.9	D-48.6	D-51.9	D-48.6	D-51.9	D-48.6
	Northbound	A-2.3	A-5.0	A-2.2	A-5.1	A-2.2	A-5.1	A-2.2	A-5.1
	Southbound	A-6.9	B-14.1	A-3.9	B-10.7	A-4.1	B-11.0	A-4.1	B-11.0

The TIA indicated that the signalized intersection is expected to operate at LOS A or B during both the AM and PM peak hours under the Build-out conditions with the STIP I-5711 improvements in place. Since the intersection is expected to operate acceptably with the development in place, no improvements were recommended in the TIA.

It should be noted that Wilson Road Connector is shown in STIP I-5711 roadway design files, signal design plans (Inv# 07-2060), and site plan (Figure 2) included in the TIA. However, due to uncertainty of Wilson Road extension, the intersection of Mebane Oaks Road and Walmart Driveway was analyzed as a T-intersection in the TIA. Traffic performance at this intersection could be worse if it is analyzed as a four-leg intersection.

In addition, the left-turn storage along Garrett Crossing (Walmart Driveway) at Mabane Oaks Road is insufficient to accommodate projected queuing, and it could potentially cause lane blockage and inefficient traffic operations. Longer queue is expected with a fourth leg added at this location. As a result, restriping Garrett Crossing (Walmart Driveway) to provide longer storage length may be considered to improve traffic operations and safety at this location.

**P** 919.829.0328

**F** 919.833.0034 www.vhb.com



### Forest Oaks Lane and Wilson Road (unsignalized)

ID	Intersection and Approach	2023 E	2023 Existing		2024 No-Build		2024 Build		2024 Build w/ Imp	
		АМ	PM	AM	PM	AM	PM	AM	PM	
	Wilson Road & Forest Oaks Lane	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
3	Northbound	B-13.6	C-16.2	C-21.0	E-40.0	C-22.4	F-53.5	C-22.4	F-53.5	
	Southbound	A-9.5	B-10.0	B-10.1	B-11.0	B-10.4	B-11.6	B-10.4	B-11.6	

The TIA indicated that the stop-controlled northbound approach is expected to experience delay increases and LOS degradation under the Build-out conditions. However, the maximum queue lengths are expected to exceed four or five vehicles, and traffic operations could experience improvement once Wilson Road is extended to connect to the connector road that intersects Mebane Oaks Road opposite Walmart Driveway. On the other hand, a westbound left-turn lane is considered and recommended based on the coordination with NCDOT:

> Provide a westbound left turn lane on Forest Oaks Road with minimal storage and taper [as requested by NCDOT]. This improvement could be provided by restriping the existing pavement on Forest Oaks Lane to provide storage for 1-2 vehicles.

### Forest Oaks Lane and Site Drive 1 (unsignalized)

ID	Intersection and Approach		2023 Existing		2024 No-Build		2024 Build		uild w/ np
			PM	АМ	PM	АМ	PM	АМ	PM
4	Site Drive 1 & Forest Oaks Lane	-	-	-	-	N/A	N/A	N/A	N/A
4	Northbound					A-8.8	A-9.3	A-8.8	A-9.3

The TIA indicated that the stop-controlled Site Drive 1 is expected to operate at LOS A during both the AM and PM peak hours under the Build-out conditions. Due to intersection spacing concerns, permitting of a full movement driveway at this location is subject to NCDOT review and approval. Nevertheless, the following improvements were recommended in the TIA to be constructed with the proposed development:

> Construct Site Drive 1 with one ingress lane and one egress lane striped as a shared left-right turn lane operating under stop-control.

### Forest Oaks Lane and Site Drive 2 (unsignalized)

ID	Intersection and Approach	2023 Existing		2024 No-Build		2024 Build		2024 Build w/ Imp	
	••	АМ	PM	АМ	PM	АМ	PM	АМ	PM
-	Site Drive 2 & Forest Oaks Lane	-	-	-	-	N/A	N/A	N/A	N/A
5	Northbound					A-8.7	A-9.0	A-8.7	A-9.0

The TIA indicated that the stop-controlled Site Drive 2 is expected to operate at LOS A during both the AM and PM peak hours under the Build-out conditions. The following improvements were recommended in the TIA to be constructed with the proposed development:

> Construct Site Drive 2 with one ingress lane and one egress lane striped as a shared left-right turn lane operating under stop-control.



### **AGENDA ITEM #6B**

Economic Incentive
Agreement for Morinaga
America Foods Inc.

### **Meeting Date**

August 5, 20224

### Presenter

Preston Mitchell, Interim City Manager Lawson Brown, City Attorney

### **Public Hearing**

Yes⊠ No□

### Summary

The City Council will consider a performance agreement with Morinaga America Foods Inc. The company is considering an expansion at their existing facility in the Buckhorn Economic Development Zone in the City of Mebane. The Company is evaluating whether it should increase its investment at the Mebane, North Carolina facility to support increased demand of its product instead of investing in one of its other global facilities.

### Background

The Company has completed the original project and Orange County Economic Development reports they have hired 204 full time employees and their building and equipment is on the Orange County tax scrolls for \$29,204,277. The Company is considering new investment in real property and personal property investment for a total investment of \$115,399,000. The project will add 204 new jobs with a competitive average wage of \$48,725. The City of Mebane's proposed incentive package for Morinaga America Foods Inc amounts to \$576,999 included in cash grants and a maximum waiver of our building permit and inspections ion fees of \$500,000. The first payment will be made one year after a final certificate of occupancy has been issued for a maximum of \$115,399 and additional payments made on subsequent one-year anniversaries in accordance with the performance agreement.

The economic development project has been a cooperative effort between the City of Mebane, Orange County, and the State of North Carolina. Orange County is also offering an incentive grant for this expansion.

The Council approved the original agreement with Morinaga America Foods Inc on October 15, 2013. The original investment proposed by the company totaled \$48,000,000 with 90 jobs. The Company has completed the original projects and hired 204 full time employees and their building and equipment is on the Orange County tax scrolls for \$29,204,277.

### Financial Impact

This economic development project is estimated to generate a net positive cash flow of \$3.0 million in property taxes over the next ten years. The City will also receive sales tax from the construction and the indirect benefits of 204 new jobs with an estimated annual full-time payroll of over \$9.9 million. The maximum incentive payout, including cash grants and waived fees, amounts to \$1,076,999.

### Recommendation

Staff recommends approval of the agreement.

### Suggested Motion

I move for approval of the performance agreement based upon findings that the company will be expanding and add \$115,399,000 to the tax base, create 204 new jobs, and generally benefit the City's taxpayers.

### **Attachments**

1. Economic Incentive Agreement

# STATE OF NORTH CAROLINA ORANGE COUNTY

# PERFORMANCE AGREEMENT BETWEEN THE CITY OF MEBANE, NORTH CAROLINA, AND MORINAGA AMERICA FOODS, INC. INCORPORATED

This Performance Agreement ("Agreement") made and entered into this the day of , 2024 (the "Effective Date") by and between City of Mebane, a municipality existing under the laws of the State of North Carolina ("City") and Morinaga America Foods, Inc., a subsidiary of Morinaga & Co. Ltd., a multinational corporation, with facilities to be located in Mebane, Orange County, North Carolina ("Company"), for the purpose of incentivizing Company's investment in Mebane, Orange County. The City and Company may be referred to as Party or Parties.

Company's ultimate parent is a multinational corporation situated and doing business in Tokyo, Japan. The Company intends to expand the Company's existing confectionary food manufacturing facility in Orange County. Company represents it is duly authorized to conduct business in North Carolina. It is understood that the levels of performance required by this Agreement are to be met by Company as a whole at its Facility (as hereinafter defined) in the City of Mebane. Accordingly, the term "Company" as used in this Agreement refers to the Company and any of its Affiliates conducting business at the Facility.

### WITNESSETHTHAT

WHEREAS, the City has offered to the Company an inducement package as hereinafter set forth; and

WHEREAS, the State of North Carolina and Orange County, North Carolina have offered separate inducement packages to the Company; and

WHEREAS, pursuant to G.S. Section 153A-449, 158-7.1, and 158-7.2, as construed by the North Carolina Supreme Court in its opinion in Maready v. The City of Winston-Salem, et al, 342 N.C. 708 (1996), and other judicial authority, the City may enter into an agreement with the Company in connection therewith; and

WHEREAS, the City finds that awarding the Company a grant based on its Total Taxable Investment will increase the taxable property base for the City and help create new jobs in the City at the agreed average annual salary, all of which will result in an added and valued benefit to the taxpayers of the City; and

WHEREAS, the Company has agreed to meet and continue meeting the minimum investment and employment requirements as hereinafter set forth; and

WHEREAS, but for the offer of an inducement package the Company would not be expanding its manufacturing facility within the City of Mebane.

NOW, THEREFORE, the Parties hereto in consideration of these mutual covenants and agreements passing from each to the other do hereby agree as follows:

1. **DEFINITIONS.** As used in this Agreement the terms below will have the following meanings:

- A. "Affiliate." A company that the Company controls, controls the Company, or is under common control with the Company.
- B. "Baseline Employment." Number of employees, 204, employed by Company as of the date of execution of this Agreement.
- C. "Baseline Valuation." Current assessed valuation of the Subject Property as assessed by the Orange County Tax Administrator prior to the investment contemplated in this Agreement. Upon revaluation by the County, the Baseline Valuation shall be adjusted prior to the Commencement Date as determined by the Orange County Tax Administrator.
- D. "Commencement Date." The date in which the Company begins actual production operations at the new facility to be located on the Subject Property, after having obtained applicable governmental approvals, certificates of zoning compliance, and certificates of occupancy. Unless delayed by causes beyond the control of the Company, the Commencement Date is anticipated to be no later than December 31, 2026.
- E. "Company." Morinaga America Foods, Inc., its Affiliates, successors, and assigns.
- F. "Eligible Property." Includes (a) the Subject Property, other real property in the City, and all improvements the Company or an Affiliate of the Company constructs or installs, or causes to be constructed or installed, at the Subject Property or any Additional Property, including all buildings, building systems, and building improvements, the estimated value of which is described in Exhibit C, and (b) all personal property the Company or an Affiliate of the Company purchases or leases and installs, at or relocates to, the Subject Property or any Additional Property, the estimated value of which is described in Exhibit C. Does not include property valued for the Baseline Valuation as noted in Exhibit D, Description of Existing Real Property and Exhibit E, Description of Existing Personal Property.

### G. INTENTIONALLY DELETED

- H. "Inducement Grant." An economic development grant provided to Company for the purpose of securing the Company's commitment to expand its manufacturing facility in Mebane, North Carolina.
- I. "Minimum Taxable Investment." The aggregate Qualifying Expenditures made by the Company that Company anticipates will be made annually as reflected in Exhibit C and verified by the Orange County Tax Assessor and which will be used for calculating the annual Inducement Grant payment.
- J. "Facility." The Subject Property and the improvements now or hereafter located on the Subject Property or any Additional Property, including, without limitation, the Company-constructed or owned primary and secondary structures, utilities, and operations and service areas located in Mebane, Orange County, North Carolina in and on which Company conducts its business or operations.

- K. "Person." Any individual, partnership, trust, estate, association, limited liability company, corporation, custodian, nominee, governmental instrumentality or agency, body politic or any other entity in its own or any representative capacity.
- L. "Personal Property." All personal property the Company or an Affiliate owns or leases located at the Facility, including all (a) machinery and equipment, (b) furniture, furnishings, and fixtures, (c) property that is capitalized for federal or state income tax purposes, and (d) any and all additions or replacements of any of the foregoing in excess of \$100,000.
- M. "Qualifying Expenditure." All expenditures the Company, an Affiliate, or lessor to the Company or an Affiliate makes for Eligible Property which is subject to Tax in the City and which is not otherwise subject to an exemption or exclusion from Tax, that the Company uses.
- N. "State." The State of North Carolina.
- O. "Subject Property." The property on which the Company currently operates the Facility having Parcel Identifier Number 9824564353.
- P. "Tax" or "Taxes." *Ad valorem* property tax levied on real and personal property located in the County pursuant to Article 25, Chapter 105 of the North Carolina General Statutes or any successor statute relating to *ad valorem* property tax the County levies on property.
- Q. "Term" or "Full Term." The duration of this Agreement commencing as of the Effective Date and through and including January 31, 2031.
- R. "Total Taxable Investment." The taxable value of all Qualifying Expenditures made by Company in and to its Facility as of December 31, 2027.

### 2. INDUSTRIAL INVESTMENT AND EMPLOYMENT AGREEMENT

### A. INVESTMENT

- 1. The Company anticipates it shall, during the Term of this Agreement, directly invest a Minimum Taxable Investment annually in accordance with the investment plan attached as Exhibit C in addition to the amount of the 2024 assessments in real and taxable Personal Property attributable to the existing facility as described in Exhibit D and Exhibit E. If the Company does not make the Total Taxable Investment by on or before December 31, 2027 (and as may be extended below), the total amount of the Inducement Grants will be adjusted as provided in Subsection 2.A.3.
- 2. The Company shall achieve the Total Taxable Investment by December 31, 2027.
- 3. If the total increase of taxable investment falls below the Minimum Taxable Investment levels, due to failure to meet the investment goals set forth in Exhibit C or removal of equipment, as assessed by the Orange County Tax Assessor, the amount of the following annual Inducement Grant installment payment will be reduced by a pro-rata percentage of the shortfall; provided, however, the foregoing shall not be deemed to limit the total amount of the Inducement Grant available to the Company and so long as

any shortfall in Minimum Taxable Investment in any given year is invested in a subsequent year, Company shall be entitled to recoup any prior reductions in the payment of the Incentive Grant so long as the Total Taxable Investment occurs on or before December 31, 2027. The baseline for measuring whether the investment goals have been met (i.e. the 2024 tax assessments) shall be adjusted prior to the Commencement Date (1) upward, if there is an increase in the assessment of the Company's real property and (2) downward, to reflect the natural decline in the value of the Company's personal property (existing in 2024 and acquired thereafter in the course of the new investment) as measured by the depreciation of such property in accordance with generally accepted accounting principles.

### B. <u>EMPLOYMENT</u>

- 1. On or before December 31, 2030, at least 204 net new positions filled with full-time equivalent employees will be created at the Facility as reflected in Exhibit B. The number of full-time positions shall be evidenced by one or more Quarterly Tax and Wage Reports (Form NCUI 101) filed with the N.C. Employment Security Commission. Net new positions mean positions added above and beyond Baseline Employment. If 90% of the net new positions are not achieved on or before December 31, 2030, (or as extended as provided below), the amount of the Grants will be adjusted as provided in Section 2.D. and Section 6.
- 2. During the first year of operation following the year in which the Commencement Date occurs, Company and City agree Company shall hire 57 new full-time employees at the Facility. During the second year of operation, the Company shall hire an additional 51 new full-time employees at the Facility for a total of 108 new full-time employees at the Facility. During the third year of operation, the Company shall hire at a minimum an additional 48 new full-time employees for a total of 156 new full-time employees at the Facility. During the fourth year of operation, the Company shall hire an additional 36 new full-time employees for a total of 192 new full-time employees at the Facility. During the fifth year, an additional 12 new full-time employees shall be hired for a final and ongoing 204 full-time employees at the facility. At the expiration of this Agreement, the Company shall employ, at the Facility in Mebane, Orange County, at least the equivalent of 204 new full-time employees in accordance with Exhibit B.
- 3. Employees counted toward this total shall include only new employees of the Company employed and located at Company's Facility in Mebane, Orange County above and beyond Baseline Employment, provided such employees are employed in Mebane, Orange County on a full-time basis. Employees of the Company will be eligible to participate in Company sponsored health insurance and retirement programs. For purposes of this section "new full-time employees" shall be defined as actively employed individuals and shall not include employees or positions counted for Baseline Employment or vacant positions for which the Company is actively or otherwise recruiting. It is understood that vacancies occur and that when such occur the Company will immediately, or as soon as is reasonably possible thereafter, fill said vacancies. The average wage of the 204 new full-time employees shall be, as of the last day of this Agreement, at the annual rate of \$48,725.

<u>C. DEVELOPMENT GRANT PARTICIPATION:</u> Where applicable, the Company agrees to partner, through the commitment to create new jobs, with the City and Orange County and other applicable agencies to apply for development grants that will improve or add water, sewer, road

or other necessary infrastructure in order to facilitate the successful completion of this project. The Company agrees to meet with program representatives and to participate in the grant request process as necessary to secure the required funding.

D. GUARANTEED MINIMUM LEVEL OF PERFORMANCE: The Company agrees that its minimum level of performance pursuant to this Agreement shall be as set out in Section 2. Furthermore, Company agrees that failure to meet the minimum level of new employment as reflected in Section 2.B. shall entitle the City to make reductions in inducement installments paid to the Company in an amount of Five Hundred dollars (\$500.00) per employee not hired as reflected in Exhibit B. Company further agrees that failure to meet the minimum level of direct investment as reflected in Section 2.A. shall entitle City to make pro rata reductions in inducement installments paid to the Company as set out in Section 3. It is agreed and understood by the Parties hereto that the failure of the Company to meet the level of performance with respect to the minimum level of investment or minimum level of new employment as specified herein shall not be considered a breach of this Agreement.

<u>E. STATUTORY COMPLIANCE</u>: The Company understands that the City's participation is contingent upon authority found in North Carolina General Statute 158-7.1 and other relevant North Carolina General Statutes and that should such statutory authority be withdrawn by the North Carolina General Assembly, The City may terminate this Agreement without penalty to City and without City's further compliance with this Agreement. If a court having lawful jurisdiction determines the Inducement Grant itself is illegal, invalid, or unenforceable this Agreement shall immediately terminate without further obligation to the Parties except that the amount of any portion of the Inducement Grant already paid by the City shall be reimbursed to the City by the Company.

### 3. INDUCEMENT PACKAGE

A. CITY INDUCEMENT GRANT: The City, upon execution of this Agreement, shall provide to the Company an Inducement Grant to offset facility development, expansion, and acquisition costs in an amount up to and not to exceed Five Hundred Seventy-Six Thousand Nine Hundred and Ninety-nine dollars (\$576,999.00). This Inducement Grant shall be payable in up to five installments over a five-year period beginning at the one year anniversary of the City's issuance of a final certificate of occupancy (the "Inducement Grant Period"), subject to Section 6.B, below, or delays caused by an event of Force Majeure. The maximum Inducement Grant is equal to one-half of one percent (0.5%) of the Total Taxable Investment. The Incentive Grant shall, to the extent practicable, shall be paid in five equal installments provide that no annual installment will exceed the Percentage Limitation of the actual property tax for real and personal property taxes due and paid in each year of the 5-year grant period, up to the maximum not to exceed amount. The second and subsequent installments shall occur on the annual anniversary date of the payment of the first installment, upon receipt of proof satisfactory to the City, as described in Section 5 of this Agreement, that the investment numbers referenced in Section 2 of this Agreement have been met and that all local property taxes on the real and business personal property owned by the Company and located within Mebane, Orange County have been fully paid. Subsequent annual installments are anticipated to occur during the month of January for the term of this Agreement upon receipt of proof reasonably satisfactory to the City that the minimum employment and investment numbers have been met and that all local property taxes on the real and business Personal Property owned by the Company and located within the City of Mebane, Orange County have been paid in full. Should the company meet the investment goals before all job creation has been completed, the City will withhold \$500.00 per job that

may remain to be created by December 31, 2030, and will pay out the final amount upon proof satisfactory to the City of the job creation according to the job schedule outlined in Exhibit B., with the final installment occurring in January 2031. No installment shall be required to be paid until such time as the City receives proof of the payment of all property taxes and verification of employment and investment levels has been submitted to the City.

B. TOTAL CITY COMMITMENT: The total City commitment for the Inducement Grant outlined in Section 3.A. shall not exceed Five Hundred Seventy-Six Thousand Nine Hundred Ninety-nine Dollars (\$576,999.00).

<u>C. WAIVER OF FEES</u>. City agrees to waive its building inspection fees (but not including utility system development or other fees) up to a maximum of Five Hundred Thousand Dollars (\$500,00.00).

### 4. EXPANSION OPPORTUNITY

Participation in this Agreement shall not exclude the Company from consideration for additional inducements from the City either during or upon completion of this Agreement. Future projects shall be considered on a case-by-case basis and induced at the discretion of the City based on new taxable investment and job creation in excess of the minimum levels outlined in Section 2 above. Any such agreement shall require a separate "Performance Agreement" which shall conform to all relevant North Carolina Statutes and City of Mebane Ordinances, Policies and Resolutions, shall be in writing, and shall be mutually agreed upon by the Parties.

### 5. PROOF AND CERTIFICATION

The officials of the Company shall furnish the necessary reports and certificates to verify that the goals set out in this Agreement are met. Once the Company maintains its investment and employment goals for one year following the conclusion of the term of this Agreement it will no longer need to furnish these reports to the City.

Acceptable forms of proof for taxable investment shall be the records of the County Tax Administrator. Acceptable forms of proof of payment of taxes shall be in the form of canceled checks and receipts of payment from the County Tax Administrator or Finance Officer. Acceptable forms of proof for employment numbers shall be in the form of a notarized statement from a North Carolina licensed Certified Public Accountant and shall be verified by the North Carolina Employment Security Commission.

Until that date which is one (1) year following the date of the final Incentive Grant payment, the Company shall allow representatives of the City to enter the Facility during normal business hours upon forty-eight (48) hours prior notice for the purpose of confirming that the claimed investment and employment goals have been met and maintained.

### 6. REMEDY

A. INDUCEMENT PACKAGE: If the City does not meet and maintain the terms set forth in the inducement package, the Company has the option to the rights set forth in Section 11.A. of this Agreement upon thirty (30) days written notice to the City.

B. DELAY OF INDUCEMENT PACKAGE INITIATION: If the Company believes that it will not meet employment and investment goals that are to be met pursuant to this Agreement by December 31, 2026, the onset of the Inducement Grant Period may be delayed up to one (1) additional year, at the option of the Company. Written notification of the exercise of this option to delay onset must be received by the City no later than December 31, 2026. In that event this Agreement shall initiate no later than December 31, 2027 and shall expire no later than January 31, 2032. Notwithstanding anything else herein the Commencement Date shall not be beyond December 31, 2027. If Company cannot meet these requirements this Agreement shall terminate automatically without fault or further obligation to City. Company shall remain free to negotiate a new incentive agreement with County based on new terms and timelines.

C. INVESTMENT AND EMPLOYMENT PACKAGE: If the Company does not meet and maintain either the investment or employment goals within the annual timetable set forth in this Agreement, and does not opt to delay the onset of this Agreement as described above, then the City will reduce the annual installment payment as set forth in Section 2.D. of this Agreement until such time as the Company once again meets both the investment and employment goals. Reduction shall be computed, exclusively by the City, based on the percentage of the goal not met. In order to qualify for the full reimbursement, including recovery of any prior reductions, both investment and employment must meet or exceed the minimum standards outlined above prior to the natural termination of this Agreement.

### 7. SEVERABILITY

If a court having lawful jurisdiction determines any term or provision of this Agreement is illegal, invalid, or unenforceable, the legality, validity, or enforceability of the remaining terms, or provisions of this Agreement shall not be affected thereby; and in lieu of such illegal, invalid or unenforceable term or provision, there shall be added by mutually agreed upon written amendment to this Agreement, a legal, valid, or enforceable term or provision, as similar as possible to the term or provision declared illegal, invalid, or unenforceable.

## 8. COMPLIANCE WITH THE LOCAL GOVERNMENT BUDGET AND FISCAL CONTROL ACT OF NORTH CAROLINA GENERAL STATUTES

All appropriations and expenditures pursuant to this Agreement shall be subject to the provisions of the Local Government Budget and Fiscal Control Act of the North Carolina General Statutes for cities and counties and shall be listed in the annual report submitted to the Local Government Commission by the City.

Company acknowledges that Mebane is a governmental entity and validity of this Agreement is based upon the availability of public funding under the authority of its statutory mandate. In the event that public funds are unavailable for the performance of obligations under this Agreement, then this Agreement shall remain in full effect, provided, however, that the payment obligations of the City shall be temporarily suspended, without penalty to City, immediately upon written notice to Company of the unavailability of public funds, and the timing required of Company's obligations shall be tolled for the entire period that the payment obligations are suspended. At such time as such public funds are again available, the payment obligations of City hereunder shall be deemed reinstated without necessity of further written agreement. It is expressly agreed that City shall not activate this "unavailability" provision for their convenience or to circumvent the requirements of this Agreement. In either event,

City agrees to that it will use best efforts to replace, through other sources available to them under law, funds due to the Company as soon as practical.

### 9. GOVERNING LAWS, DISPUTE RESOLUTION, & FORUM

This Agreement shall be governed and construed by the Laws of the State of North Carolina. Any action brought to enforce or contest any term or provision of this Agreement shall be brought in the North Carolina General Court of Justice sitting in Orange County, North Carolina. The Parties hereto stipulate to the jurisdiction of said court. It is agreed by the Parties that no other court shall have jurisdiction or venue with respect to any claims, complaints, suits, or actions brought pursuant to this Agreement. Binding arbitration may not be initiated by either Party, however, the Parties may agree to nonbinding mediation of any dispute prior to the bringing of a claim, complaint, suit, or action.

### 10. INDEMNIFICATION

The Company hereby agrees to indemnify, protect and save the City and its officers, directors, and employees harmless from all liability, obligations, losses, claims, damages, actions, suits, proceedings, costs and expenses, including reasonable attorneys' fees, arising out of, connected with, or resulting directly or indirectly from (a) the Company's gross negligence or intentional misconduct with regard to the business, construction, maintenance, or operations of the Company or the Facility, or (b) the transactions contemplated by or relating to this Agreement, insofar as such matters relate to events subject to the control of the Company and not the City. The indemnification arising under this Section shall survive the Agreement's termination.

### 11. TERMINATION

A. COMPANY: Upon Company's meeting its Employment and Investment obligations as set out in Section 2 above and upon Company's certification to such and certification of the payment of all real and personal property taxes, as set out in Section 5 above, then upon the occurrence of any of the following events, the Company shall have the option of terminating this Agreement: Failure of the City, to provide the initial inducement installment as provided in Section 3 of this Agreement; or, under the same circumstances, failure of the City to make future inducement installments, as provided for in Section 3 of this Agreement. Subject to Section 2.E., should the Company exercise its option to terminate this Agreement, pursuant to failure by the City to provide inducement installments, the Company shall be entitled to retain all funds paid to or for the benefit of the Company pursuant to this Agreement. Should the Company terminate this Agreement for any reason other than the default by the City to provide for any inducement installment to the Company, the Company shall repay to the City all funds paid to or for the benefit of the Company pursuant to this Agreement. Thereafter, the City shall have no further obligation to make inducement installments annually or otherwise. Any such termination of this Agreement by the Company shall be in writing and shall meet notice requirements as set out herein.

<u>B. CITY:</u> The City shall have the option of terminating this Agreement upon any Abandonment of Operations by the Company, without penalty or further obligation to the City, which option shall be executed by giving written notice to the Company. Abandonment of Operations shall be defined as a period in excess of ninety (90) days during which the

Company's level of Full Time Equivalent Employees or Direct Investment goes below thirty percent (30%) of the guaranteed minimum levels of performance commitments for either Full Time Equivalent Employees or Direct Investment as reflected in Section 2 above.

Notwithstanding the foregoing, if the aforesaid decline in the number of full-time equivalent employees or the Company's failure to make the required direct investments is attributable to an overall national economic decline (as such may be recognized by the United States Bureau of Labor Statistics), this shall not be deemed an abandonment of operations entitling the City to terminate this Agreement, and the Company shall not be deemed in default. In such event, the Company's and the City's obligations shall be suspended for one year and resume thereafter. If after one year the aforesaid decline continues the City may declare an Abandonment of Operations and proceed as set forth herein.

<u>C. NATURAL</u>: In any event, the above terms notwithstanding, this Agreement shall terminate upon the 31<sup>st</sup> day of January of the year in which the final financial inducement installment is made.

### 12. LIMITATION OF CITY'S OBLIGATION

No provision of this Agreement shall be construed or interpreted as creating a pledge of the faith and credit of the City within the meaning of any constitutional debt limitation. No provision of this Agreement shall be construed or interpreted as delegating governmental powers nor as a donation or a lending of the credit of the county within the meaning of the North Carolina Constitution.

This Agreement shall not directly or indirectly or contingently obligate the City to make any payments beyond those appropriated in the City's sole discretion for any fiscal year in which this Agreement shall be in effect.

No provision of this Agreement shall be construed to pledge or to create a lien on any class or source of the City's moneys, nor shall any provision of the Agreement restrict any action or right of action on the part of any future City governing body.

To the extent there is a conflict between this Section and any other provision of this Agreement, this Section shall have priority.

### 13. LIABILITY OF PUBLIC OFFICERS

No officer, agent or employee of the City or the Company shall be subject to any personal liability or accountability by reason of the execution of this Agreement or any other documents related to the transactions contemplated hereby. Such officers, agents, or employees shall be deemed to execute such documents in their official capacities only, and not in their individual capacities. This Section shall not relieve any such officer, agent or employee from the performance of any official duty provided by law.

### 14. MISCELLANEOUS

<u>A. ENTIRE AGREEMENT:</u> This Agreement, including all exhibits attached, constitutes the entire contract between the Parties, and this Agreement shall not be amended except in writing signed by the Parties.

<u>B. BINDING EFFECT:</u> Subject to the specific provisions of this Agreement, this Agreement shall be binding upon and inure to the benefit of and be enforceable by the Parties and their respective successors and assigns. Neither Party may assign their rights, responsibilities, or interest in this Agreement without the prior written consent of the other Party.

C. TIME: Time is of the essence in this Agreement and each and all of its provisions.

<u>D. CONSTRUCTION:</u> Nothing in this Agreement shall be construed to the effect that the City has any right to influence the Company's business decisions or to receive business information from the Company (except as expressly provided in Section 2.A., 2.B., and Section 5 hereof).

<u>E. SIGNATURES</u>: This Agreement together with any amendments or modifications may be executed electronically. All electronic signatures affixed hereto evidence the intent of the Parties to comply with Article 11A and Article 40 of North Carolina General Statute Chapter 66.

<u>F. AUTHORITY:</u> The Parties and each person executing this Agreement on behalf thereof represent and warrant that they have the full right and authority to enter into this Agreement, which is binding, and to sign on behalf of the Party indicated, and are acting on behalf of themselves, the constituent members and the successors and assigns of each of them. The Parties shall reasonably assist one another and cooperate in the defense (should any defense ever be necessary) of this Agreement and the incentives granted hereunder, so as to support and in no way undercut the same.

G. FORCE MAJEURE: Subject to the provisions of Section 6 neither Party shall be liable towards the other Party for non-compliance with its contractual obligations hereunder, if and to the extent such non-compliance is directly attributable to events of force majeure. Events of force majeure are events or causes which are not under a Party's reasonable control and render the execution of a Party's obligations impossible. Each Party shall forthwith inform the other Parties of the occurrence of a force majeure event preventing such Party from complying with its contractual obligations. Force Majeure does not include failure of the Company to secure permitting necessary for the project to commence, continue, or proceed.

### 15. COMPLIANCE WITH LAW

A. NON-DISCRIMINATION: Company shall at all times remain in compliance with all applicable local, state, and federal laws, rules, and regulations including but not limited to all state and federal anti-discrimination laws, policies, rules, and regulations and the City of Mebane Non-Discrimination Policy. Company shall not discriminate against any person based on age (as defined in the City of Mebane Civil Rights Ordinance), race, ethnicity, color, national origin, religion, creed, sex, gender, gender identity, gender expression, marital status, familial status, source of income, disability, political affiliation, veteran status, disabled veteran status. Any violation of this requirement is a breach of this Agreement and City may immediately terminate this Agreement without further obligation on the part of the City. This Section is not intended to limit and does not limit the definition of breach to discrimination.

B. E-VERIFY, ISRAEL BOYCOTT, AND IRAN DIVESTMENT: By executing this Agreement Company affirms that Company, and any North Carolina Affiliates of Company, is and shall remain in compliance with Article 2 of Chapter 64 of the North Carolina General

Statutes. By executing this Agreement Company certifies that Company, and any North Carolina Affiliates of Company, have not been identified, and have not utilized the services of any agent or subcontractor, on the list created by the North Carolina State Treasurer pursuant to Articles 6E and 6G of Chapter 147 of the North Carolina General Statutes.

### 16. NOTICES

Any notices pursuant to or required by this Agreement shall be in writing and shall be delivered via United States Mail, certified, return receipt requested:

If to City of Mebane:	If to Morinaga America Foods, Inc:
City Manager 106 E. Washinton Street Mebane, NC 27302	

Any addressee may designate additional or different addresses for communications by notice given under this Section to the other Party.

### **AGREEMENT REVIEWED AND ACCEPTED BY:**

President	Attest:
Morinaga America Foods, Inc.	
Mayor Ed Hooks	Attest: Stephanie W. Shaw
City of Mebane	City Clerk
This instrument has been pre-audited in the Fiscal Control Act.	e manner required by the Local Government Budget and
	_
Daphna Schwartz	
Mebane Finance Officer	

### EXHIBIT A – PROJECT OVERVIEW

									Average V	ages
New Jobs By Year	2026	2027	2028	202	9 2030	3-Year TOTAL	5-Year TOTAL			Minimum Avg. Annual Vage of Jobs
	57	51	48	36	12	156	204		\$48,725	\$48,725
New Investment By Year	1								3-Year	5-Year
		2024	2025		2026	2027	2028		TOTAL	TOTAL
Real Property	\$	2,180,000	\$20,127,	000	\$47,051,000	\$0		\$0	\$69,358,000	\$69,358,000
Tangible Personal Property	\$	8,478,000	\$4,502,	000	\$32,640,000	\$421,000		\$0	\$45,620,000	\$46,041,000
Total Investment	\$1	0.658,000	\$24,629.	000	\$79,691,000	\$421,000		-9	\$114,978,000	\$115,399,000

## EXHIBIT B – EMPLOYMENT GOALS

December 31	Baseline Employees (Current Employment)	New Employees to be Added	90% of New Employee Target Added by Year (the "90%	Total Cumulative Employees
2026	204	57	Target") 52	261
	20.			201
2027	204	51	46	312
2028	204	48	44	360
2029	204	36	33	396
2030	204	12	11	408
Total at Natural Termination of Agreement 1/31/31	204	204	184	408

## $\underline{EXHIBIT\ C-INVESTMENT\ GOALS}$

Year Ended	2024	2025	2026	2027	2028
Dec. 31					
Real Property	\$2,180,000	\$20,127,000	\$47,051,000	\$0	\$0
Personal	\$8,478,000	\$4,502,000	\$32,640,000	\$421,000	\$0
Property					
Total Annual	\$10,658,000	\$24,629,000	\$79,691,000	\$421,000	\$0
Investment					

TOTAL INVESTMENT: \$115,399,000

## <u>EXHIBIT D – DESCRIPTION OF EXISTING REAL PROPERTY</u>

Parcel Identification Number	9824564353
Physical Address	4391 Wilson Rd., Mebane, NC 27302
Acreage	21.00
Existing Building Size	101,495
2024 Orange County Real Property Value	\$12,648,800

## EXHIBIT E – DESCRIPTION OF EXISTING PERSONAL PROPERTY

Parcel Identification Number	9824564353
Physical Address	4391 Wilson Rd., Mebane, NC 27302
2024 Orange County Personal Property Value	\$16,555,477



### **AGENDA ITEM #6C**

State of NC Building Reuse Grant Application & Performance Agreement for Sandvik Coromant

### **Meeting Date**

August 5, 2024

### Presenter

Preston Mitchell, Interim City Manager Kevin Szostak, Alamance Chamber Economic Development Projects Lawson Brown, City Attorney

### **Public Hearing**

Yes⊠ No□

### Summary

The City Council will consider a State of North Carolina Department of Commerce Building Reuse Grant application for Sandvik Coromant. The company is considering expansion at their existing facility in the Central Carolina Industrial Center (CCIC) in the City of Mebane. The Company is evaluating whether it should increase its investment at the Mebane, North Carolina facility to support increased demand of its product instead of investing in one of its other facilities.

### Background

The Company began operations in 1980 and reports continued growth in product line offerings. The facility in Mebane is a modern and highly automated production facility. There is currently 9,300 square feet of unused vacant space in the existing facility. This renovation would require the removal of an existing interior wall and floor resurfacing to accommodate new equipment installation and production line growth. Additionally, the company will invest in air compressors and ventilation. They will create 18 new full-time jobs paying an average way of \$62,777. The Company is considering new investment in real property for a total investment of \$1,295,207 and personal property investment \$800,000 that is not part of the Building Reuse grant application local match.

As background, the company is a global industrial engineering group, founded in 1942 in Sandviken, Sweden. The company manufactures tools and machining solutions for the world's engineering industries and employs 7,900 worldwide across 150 countries. Sandvik Coromant is part of the Sandvik Group, which located in Mebane in 1980. The company specializes in indexable milling, turning, drilling tools, and made to order tooling. They have 98 full-time employees. In September 2021, Sandvik Coromant invested in a new Sandvik Coromant Center in Mebane to enhance customer experience and knowledge in metal cutting. In conjunction, the company moved its US headquarters & Center for the Americas to the same location. This created a common location to house production, a new tech center, and corporate offices in the 167,000 square foot facility.

The City of Mebane's proposed incentive package for Sandvik Coromant is the 5% required local match for a State of North Carolina Department Building Reuse Grant and subject to award by the State of NC. The

local 5% match would equal \$7,250 for a State grant application request of \$145,000. The economic development project has been a cooperative effort between the City of Mebane, the Alamance Chamber, and the State of North Carolina.

### **Financial Impact**

This economic development project is estimated to generate a net positive cash flow of \$77,522 in property taxes over the next ten years (\$70,272 when deducting the 5% local match for the grant application). The City will also receive sales tax from the construction and the indirect benefits of 18 new jobs with an estimated annual full-time payroll of over \$1.13 million. The maximum incentive payout, which includes the local required 5% match, amounts to \$7,250.

#### Recommendation

Staff recommends approval of the State of NC Department of Commerce Building Reuse Grant application, with local match.

### **Suggested Motion**

I move for approval of the State of NC Department of Commerce Building Reuse Grant application to be submitted, with local match, based upon findings that the company will be expanding and add \$1,295,207 in real property and \$800,000 in personal property to the tax base, create 18 new jobs, and generally benefit the City's taxpayers; along with the performance agreement.

#### **Attachments**

- 1. State of NC Department of Commerce Building Reuse Grant application
- 2. State of NC Department of Commerce Building Reuse Grant Letter
- 3. Performance Agreement



The Rural Economic Development Division, as authorized under N.C.G.S. 143B-472.127, provides grants and loans to local government units to support economic development activity that will lead to the creation of new, full-time jobs. The program gives priority to projects located in the 80 most distressed counties in the state; and resident companies as defined in N.C.G.S. 143B-472 (a) 4.

#### **PROGRAM CATEGORIES**

**Rural Building Reuse**—Three categories of funding are available for 1) the renovation of vacant buildings, 2) the renovation or expansion of a building occupied by an existing North Carolina company wishing to expand in their current location and 3) the renovation, expansion or construction of health care facilities that will lead to the direct creation of new, full-time jobs.

**Rural Infrastructure**—Funding is available for publicly-owned infrastructure including water, sewer, electric, broadband, rail, and road improvements that will lead to the direct creation of new, full-time jobs.

#### **HOW TO APPLY**

### **Funding Availability and Target Industry Projects**

The potential funding available for each project will be assessed though analysis of the project and will be based upon the project's location, the quantity and quality of jobs committed, the overall economic impact of the project, and at the discretion of the Rural Infrastructure Authority.

Projects that meet all the criteria below may receive the highest priority consideration:

- Located in a Tier 1 or Tier 2 county,\*
- Meet or exceed the county average annual wage,\*
- Identified as a Target Industry (see table below),
- Offer at least 50% employer-paid health insurance
- Will create a significant number of new, full-time jobs

Target industries are identified in the table below. The first step in assisting target industry projects begins with the developers at the Economic Development Partnership of North Carolina (EDPNC). EDPNC Representatives will guide the local government and business through the initial information gathering phase of the project and EDPNC will refer the project to Commerce. Applicants may find more information about the EDPNC at <a href="https://www.edpnc.com">www.edpnc.com</a>.

Target Industries							
Aerospace/Aviation/Defense							
Automotive/Truck/Heavy Equipment							
Agriculture/Forestry/Food							
Biotech/Life Sciences							
Business and Financial Services							
Energy							
Information Technology							
Manufacturing (Chemical/Furniture/Metals/Plastics/Textiles)							
Other Headquarters							

### **Conference Call**

The application process requires a pre-application conference call. For a target industry projects, the conference call will be conducted after the project's referral to Commerce is complete.

- To request a pre-application conference call, submit pages 6-10 of this application package along with at least two proposed dates/times for the call to the appropriate program manager.
- The local government, business owner, and property owner (Building Reuse) are required to be on the call. Other project partners may also participate.
- Once the conference call is complete, eligible applicants should submit the full application package—pages 6-10 of this including any revisions discussed in the pre-application conference call, along with the documents requested in Tabs 1-5 on pages 4-5 of this application package.

<sup>\*</sup>Check County Tier Designations and County Average Private Sector Wages at: <a href="http://www.nccommerce.com/research-publications/incentive-reports/county-tier-designations">http://www.nccommerce.com/research-publications/incentive-reports/county-tier-designations</a>

### **ELIGIBLE APPLICANTS**

- Rural Building Reuse—Eligible applicants are units of local government located in Tier 1 or Tier 2 counties, and rural census tracts in Tier 3 counties. As authorized in N.C.G.S. 143B-472.127(a)(2), a rural census tract+ is an area having a population density of less than 500 people per square mile in accordance with the most recent decennial federal census.
- Rural Infrastructure—Eligible applicants are units of local government with priority given to the Tier 1 and Tier 2 counties.

†Check census tracts at: http://nccommerce.maps.arcgis.com/apps/webappviewer/index.html?id=5863f411469f4c08a40edded88b42167

#### **BUILDING REUSE ELIGIBLE PROJECTS AND EXPENSES**

### **Vacant Building Category**

- · renovation of buildings that have been vacant for at least three months prior to application deadline
- initial upfit of a shell building is eligible if the building is at least 5 years old and has never been occupied
- only renovations within the existing footprint are eligible

### **Existing Business Building Category**

- buildings occupied for at least 12 months by one of a business identified as a target industry (see table on page 1)
- jobs are required to meet the county wage standard and provide 50% paid health insurance
- renovation within the existing footprint and connected additions are eligible

### **Rural Health Category**

- new construction, renovation, or expansion or of health care facilities
- NC licensure required for participating health care companies

### **Eligible Expenses – Building Reuse, All Categories**

- improvements to real property, including, but not limited to: materials and labor to install HVAC, electrical, plumbing, fire alarm/suppression system, roofing, flooring, carpentry, drywall, paint, etc.
- a company owned or operated by any project partner may not be used as a contractor for the renovation project unless the company holds a valid NC General Contractors license. A copy of the company's NC General Contractor's license must be included in Tab 3 of the application materials

### Ineligible Expenses - Building Reuse, All Categories

- the following are examples of <u>prohibited</u> expenses and may not be submitted for reimbursement or to meet the matching funds requirement: building purchase, design costs, engineering costs, permit fees, surveys, legal fees, machinery & equipment, cranes, security, telephone, and computer hardware and software, solar panels, signage, landscaping, silo and other ancillary structures, furnishings, paving, fencing, kitchen equipment, and refrigeration equipment. This list is not comprehensive and specific items of concern should be discussed with program staff.
- renovations for housing or government uses are not eligible

### INFRASTRUCTURE ELIGIBLE PROJECTS AND EXPENSES

- construct public infrastructure improvements
- upgrade or repair of public drinking water or wastewater treatment plants
- upgrade, extensions, or repair of public water or sewer lines
- publicly owned natural gas lines (requires an executed Pipeline Construction, Operating and Resale Agreement)
- installation or extension of public broadband infrastructure
- construction of publicly owned access roads not funded or owned by the Department of Transportation
- construction of public rail spur improvements

### **Eligible Expenses – Infrastructure**

· eligible expenses include planning, materials, labor, and administration to complete public infrastructure improvements

### Ineligible Expenses – Infrastructure

- privately owned infrastructure improvements
- projects that address building construction
- land acquisition costs or fees with the exception those associated with public easements for the project

### **JOB CREATION REQUIREMENTS**

- Applicants must show that the improvements will result in the creation of new, full-time jobs in the private sector within 18 months of the grant award. Part-time, Full-Time Equivalents (FTE) positions, or contract and consulting jobs are ineligible.
- Each position must be filled with one full-time employee. Full-time employment is defined as one person working at least 35 hours per week, whose wages are subject to withholding, and who is employed in a permanent position.
- Priority will be given to projects that offer higher salaries/wages and provide at least 50% employer-paid health benefits to employees.
- The company must pay North Carolina Unemployment Insurance on each employee for whom a job is committed.
- The company will be expected to maintain all existing full-time jobs in North Carolina reported at the time of application (baseline) plus create the new, full-time jobs committed.
- The baseline will be established using the most recently filed NCUI 101 Form filed with the NC Department of Commerce Division of Employment Security at the time of application submittal.
- To meet the terms of the grant the company must maintain the baseline number plus the new, full-time jobs concurrently for at least six consecutive months.
- All participating companies must agree to provide the local government and the Department of Commerce access to company employment records necessary to verify the creation of new jobs.

### **LOCAL GOVERNMENT REQUIREMENTS & LIABILITIES**

- The local government will coordinate and oversee all aspects of the project, including the application process, contracting process, reporting requirements, payments, job verification, and loan repayment if required.
- The local government is required to analyze the participating company's financial and organizational strength regarding its ability to successfully meet the terms of the job creation and maintenance requirements, and the ability to meet the potential for repayment of loan funds.
- In the event the company defaults on the job commitment, the local government is required to repay the loan to Commerce irrespective of whether the funds are collected from the property/business owner.
- When the improvements are owned by the local government, state regulations regarding procurement, including N.C.G.S.14-234 are required.
- Local governments are subject to state audit and reporting requirements.

### MATCH REQUIREMENTS

- A cash match equivalent to at least 5% of the grant amount is required for all projects.
- The cash match shall come from local resources and may not be derived from other State or federal grant funds.
- Costs that are ineligible for grant funding may not be considered for the match. The only exception is paid grant administration when paid to an organization separate from the applicant organization.
- In-kind match is not allowable.
- In addition to the 5% match described above, the building reuse program requires a dollar for dollar match up to the total grant amount.

### REPAYMENT REQUIREMENTS

- If job creation goals are not met, a pro-rata share of funds for each job not created must be repaid to the Department of Commerce by the local government.
- For Building Reuse projects, the local government will secure the funds through a Legally Binding Commitment and Promissory Note executed between the local government and the property owner.
- For Infrastructure projects, the local government will secure the funds through a Legally Binding Commitment executed between the local government and the company owner.
- Repayment forgiveness is offered upon the successful verification of the required job creation by the Department of Commerce.

### **APPLICATION CHECKLIST**

Submit a complete application package including the application form and the documents listed within the checklist below. Provide one tabbed and bound copy along with two tabbed, non-bound copies of the materials.

Tab 1
$\square$ <b>Application Form.</b> The form should be signed by local government chief elected official.
Local Government Resolution. Submit a signed resolution adopted by the governing board in support of application submission to the Department of Commerce. The resolution must state the purpose of the project, indicate the local government's support for the project, and commitment to provide a cash match of at least 5% of the grant request amount toward the project.
Tab 2
Job Commitment Letters. Submit a signed letter of job commitment from each company that will participate in the project. The letter should include (1) the number of existing full-time and part-time employees (listed separately) at all company locations in North Carolina, and (2) the number of new, full-time jobs to be created by the company and maintained concurrently for six-consecutive months within two years of the grant award date. The letter must be printed on the company's letterhead and signed by the company's Chief Executive Officer, Chief Financial Officer or President.
Employer's Quarterly Tax and Wage Report—NCUI 101 Form(s). Submit a copy of the of the Employer's Quarterly Tax and Wage Report (NCUI 101 form) for each company that will commit jobs to the project. The form must have been filed with the North Carolina Department of Commerce Division of Employment Security for the quarter ending closest to the application deadline. The entire Social Security Number for each person should be redacted (blacked out). The name and wages must remain readable. Any discrepancy in the number of employees listed on the NCUI 101 form(s) for the last month of the quarter and the number reported in the Job Commitment letter must be thoroughly explained in the narrative section of this application.  NOTE: If any company has more than one location in North Carolina, a NCUI-101 multi-site report or forms for each
company location must be provided.
Li Business Financial Documents. Submit a copy of the most recent three years of certified or CPA prepared financial statements that include Balance Sheet, Income Statement and Statement of Cash Flows for each non-start-up company participating in the project.
Tab 3 – Building Reuse Projects Only
Line Item Budget. Submit a line item budget that lists the proposed renovation/construction expenses and the cost for each expense (example expenses include, but are not limited to: HVAC, electrical, plumbing, roofing, flooring, painting, etc.).
Cost Estimates. Submit cost estimates for each expense identified in the line item budget. The estimates must be prepared by a contractor, sub-contractor or architect and provided on that company's letterhead. A company owned or operated by any project partner may not provide estimates or be used as a contractor for the renovation project unless the company holds a valid NC General Contractors license. A copy of the company's valid NC General Contractor's license must be included in this section of the application materials.
Site Control Documents. Submit a copy of the property deed. Also, if the job creating company does not own the building, submit a copy of an executed lease agreement. If the property ownership will change, provide a detailed explanation of the real estate transaction that will occur with the legal names of the seller and buyer and date that the sale will close. Once the transaction is complete, a copy of the new deed must be submitted. The project will not be placed under contract until all correct, complete site control documents are received.

Tab 3 – Infrastructure Projects Only
Preliminary Engineering Report (PER). The PER should detail the proposed improvements and the current infrastructure that supports the proposed improvements. The PER should be sealed and dated and include an opinion of cost that is not more than six months old at the time of the application. The PER should include a map that shows the location of the business(es) as well as the location of the current infrastructure serving the project area and the proposed infrastructure improvements that will be supported through the project assistance.
☐ <b>Line Item Budget.</b> Submit a line item budget that lists the expenses associated with the proposed infrastructure improvements and the cost for each expense.
Proof of Funding Availability. Submit a signed letter of funding availability from each source of funds committed for the project. The total of all funding commitment letters must meet or exceed the total project cost. If loan or other grant funds are pledged, a loan/grant commitment letter from each source of funds must be included.
Tab 4
☐ Photographs. Submit photographs representative of the proposed project. Include digital copies on a flash drive along with printed copies.
Tab 5 – Start-Up Businesses Only
Business Plan. A complete and detailed Business Plan that includes three years of financial projections (including balance sheets, cash flow statements and income statements) along with a Source and Use of Funds statement, with detailed assumptions upon which the financial projections were built. The Business Plan must also include a marketing plan that details what the company plans to sell and how they will market the product or service. The Business Plan should also provide a thorough description of the management team and the members' background that support the success of the venture. A description of the company's competitors should be provided, with an explanation of how the company will garner its expected share of the market.
<ul> <li>Capital Plan. Details and evidence regarding the capital that has been or will be raised. This must include where the capital is currently on deposit and the total amount that is required to launch the business and sustain it in the early years. A letter from the depository holding the funds in escrow can serve as proof of the available capital.</li> <li>Evidence of initial capitalization (loans, private investor commitments), as well as the ability to meet working capital needs must be provided.</li> <li>A commitment letter from a bank for an operating line of credit needed to fund the "cash cycle" of the business and provide for unforeseen needs. In addition, the source of the funding for any machinery and equipment required for the project.</li> </ul>
Articles of Incorporation. For each start-up company submit a copy of the company's "Articles of Incorporation" filed with the NC Department of the Secretary of State.
$\Box$ Contracts with potential customers or letters of intent to buy from the company when it begins operations.
Copies of the bylaws, shareholder agreement or operating agreement of the business.
Copies of any certifications by regulatory bodies necessary to operate the business.
An understanding with the principal owners that they may be required to sign a personal guarantee of the performance of the grant and provide complete personal financial statements for each guarantor.
APPLICATION SURMISSION

Applicants should submit pages 6-10 of this application package including any revisions discussed in the pre-application conference call, along with the documents requested in Tabs 1-5 on pages 4-5 of this application package. Full applications should be received at Commerce by 5:00 p.m. on the selected full-application deadline. The full list of application deadlines can be found on the Commerce website at <a href="http://www.nccommerce.com/rgp">http://www.nccommerce.com/rgp</a>.

### **Mail Application Materials:**

Building Reuse Projects-Hazel Edmond or Infrastructure Projects-Melody Adams

North Carolina Department of Commerce Rural Economic Development Division 4346 Mail Service Center (US Mail) 301 North Wilmington Street (FedEx, UPS)



							App	lication #			
									(For inte	ernal use	only)
Vacant Building		Existing Business Building	g [	⊠ I	Rural He	ealth Care		Rui	ral Infrastr	ucture	
		Appl	ican	nt Inform	ation						
Applicant Information											
Local Government Name:	City of Mebane						Ala	Tie	Tier #: 2		
Mailing Address:	106 East \			Mebane			State:	NC	Zip: _	2730	02
Primary Telephone:	919-304	4-9219				Federal	Tax ID #:		56-6002	2286	
Website: www.cityofmebane.com											
Chief Elected Official	Name:	Ed Hooks				Title: N	1ayor				
Telephone: 919	-563-5901					Email: e	hooks@ci	tyofmeba	ne.com		
Manager/Administrat	or Name:	Chris Rollins				Title:c	ity Manag	ger			
Telephone: 919	-304-9206					Email: c	rollins@ci	tyofmeba	ne.com		
Local Government Pr	oject Man	ager (If different than abov	e):								
Name: Preston Mito	chell					Title: A	ssistant C	ity Manag	ger		
Telephone(s): 919	-304-9247					Email: p	mitchell@	cityofmel	bane.com		
<b>Grant Administrator</b>	Company f	Name (if applicable):									
Mailing Address:		Cir	ty:				State:		Zip: _		
Name:						Title:					
Telephone(s):						Federal 1	Гах ID #:				
Website:						Email:					
		Pro	ject	Informa	tion						
Project Title: Benjar	mine				_ G	rant Amour	nt Reque	sted (\$):		1	45,000
Number of Businesse	s to be Ass	isted: <u> </u>	oer of	f Jobs to be	Create	d: <u>18</u>					
Project Description (p	rovide a su	ummary of the project below	w):								
Build out vacant secton	of building t	o expand projection in location	ı, addi	ing 18 jobs							
Has any project partion the Department of Co	•	benefitted from a grant wit	th	Ye	s 🛚		No [	] l	f <b>Yes</b> , pleas	se expla	in l
The City of Mebane has Block Grants in the last :		veral One NC grants for Econom	nic De	velopment p	rojects i	n Mebane. W	/e have re	ceived Co	mmunity De	evelopme	ent

### **Project Budget**

List all expenses related to the project, the amount of each expense, and the corresponding funding source(s) in the table below. The table should include costs for acquisition, construction, infrastructure improvements, equipment, training, etc. The table should clearly show all planned expenditures and all funding sources for the project.

	Source Name: Sandvik Coromant	Source Name:	Source Name:	Source Name:	
Project Expense	Amount	Amount	Amount	Amount	
Surface Prep	288,000			288,000	
Eklectrical Preparation	341,207			341,207	
Mechhanical Infrastructure	350,000			350,000	
EHS and Compliance	366,000			366,000	
Sub Total (\$)	1,295,207			1,295,207	
			Total Construction Cost	: (\$)	1,295,207
			Total Project Cost	: (\$)	1,295,207

### **Project Narrative**

Provide a detailed description of the project company and the jobs to be created.

Sandvik Coromant begun operations in Mebane, NC in 1980 and intends to build out vacant secton of building to expand production in location, adding 18 jobs. Adding 800.000 in machinery and equipment, 100,000 in inventory value, in addition to the capital improvements of the building.

2 Provide a listing of all the company's existing locations along with the number of current full-time and part-time jobs and whether any change in employment are planned for each location.

Total Employee Headcount:

- 1. North American Headquarters, Mebane 98 full time, adding 18 jobs
- 2. Additional offices worldwide: 7900 worldwide across 150 counties
- Provide a detailed description of the construction/renovation project.

The investment decision being evaluated in Mebane, North Carolina would include the renovation of currently unused and vacant space, necessitating the removal of an existing interior wall and floor resurfacing. In order to accomdate new equipment installation and produciton line growth, the company will also add air compressor and ventilation to the space.

4 Provide description of the project property/building and its significance.

The existing Sandvik Coromant facility in Mebane was originally built in 1979, opening the year after. Since operations began, the company has continued to experience growth in product line offerings and other resources available to customers. In 2021 Sandvik unveiled the new Sandvik Coromant Center, indicating the shift of US and North American headquarters to the facility. The 167,000 sqft facility houses the existing production unit, a new tech center, and corporate offices in a common location. The renovated space allows for an international presence and hub for training, R&D testing, customer projects, DLM capabilities, and comprehensive customer and partner engagement. The production plant currently employs 98 individuals.

### **Property Owner Information**

Property Owner Legal N	ame: SMS (	JSA LLC									
Property Owner Represe	entative Nam	e (First and La	st): <u>T</u>	homas W. Hump (A	hrey uthorized to sig	n loan docum	ents for Building	g Reuse)			
Property Owner Rep. Mailing Address:	_1483 D	ogwood Way		_ City: <u>Me</u> b	ane	State:	NC	Zip: _	27304		
Property Owner Rep. Phone:	551-99	9-2086	Email: <u>T</u>	l:Tom.Humphrey@Sandvik.com							
Property Information											
Property Address for Project:	1483 Dogwo	od Way		City: Meb	ane	State:	NC	Zip:	27304		
Year Building Was Const	ructed:	1980		lumber of Mor uilding Vacant			Square Foot of Building:	tage 	78,000		
Is the property listed o	n the Nation	al Register of I	Historic Pl	aces?			☐ Yes	⊠N	0		
following website: http://www.https//https			·	operty is listed	·		ederal ID Tax #		d. 2-5289682		
Business Representative	Name:	Thomas W I	Humphrey			N/	AICS Code:	33	2721		
Business Mailing Addres Business Representative Phone:		ogwoodway 2086		City: <u>Met</u>	ane Business ntative Email:	State:	NC hrey@Sandvik.c	Zip: _	27302		
Check ONE box below fo	or the Industr	y Type of the	Business:								
☐ Data & Call Services	s 🗆	Healthcare	$\boxtimes$	Manufacturi	ng 🗌 P	rocessing	☐ War	ehouse/[	Distributio	n	
☐ Professional		Service		Restaurant	□ R	etail	☐ Non-	-Profit			
Is the proposed Business	a startup?	Yes 🗌	No	$\boxtimes$	If no, hov	v many years	s in business <b>ir</b>	NC?	35		
Number of existing part-	time employ	ees <b>in NC</b> :		Will the b	usiness provic	le health ber	nefits? Yes	· 🖂	No [		
Number of existing full-t	ime employe	es <b>in NC</b> :	98	What % o	f health benef	its are empl	oyer paid?	78	8	%	
Number of new full-time	18	Average	innual wage o	f the new jol	os committed?	,	62,777				

If more than one company will participate in the project, please copy this page and complete for each additional company.

#### **Average Annual Wage Computation Work Sheet Number of New Position Type Gross Annual Wages Employees** 13 Hourly machine operators 55,000 4 Engineers 85,000 1 75,000 Supervisor 18 (A) Total 1.130.000 **Total Annual Wages** (B) 62.777 Divide Total Wages (B) by the Total Number of New Employees (A) for the Average Annual Wage (B/A) 30 Percent Employer-Paid Health Insurance **Company Certifications Overdue Tax Debts** Does the Company or the Related Member(s) currently have any overdue tax debts with any City, Town or 1 County in, or with the State of North Carolina? Yes **Occupational Safety and** Does the Company, or the Related Member(s) have any citation under the Occupational Safety and Health **Health Act Violations** Act that have become a final order within the past three years for willful serious violations or for failing to abate serious violations? $\boxtimes$ Yes 3 Loan Defaults Is the Company, or the Related Member(s) currently in default on any loan or grant previously made by the State of North Carolina? Yes $\boxtimes$ No **Incentive History** Has the Company, or Related Member(s) ever defaulted on an economic development grant or inventive or been sued by a grantor with respect to an economic development grant or incentive? Yes $\boxtimes$ 5 Creditor Losses, Litigation, Has any member of management or any principal of the Company, or the Related Member(s) been involved **Government Investigations** in a financial reorganization, a bankruptcy, or other situation that led to losses by creditors or bond buyers, investor lawsuits, or government investigation alleging fraud or impropriety? $\boxtimes$ 6 **Pending or Threatened** Is the Company, or Related Member(s) subject to any claim, suit, action, proceeding, or government Litigation investigation that is pending or threatened that, individually or in the aggregate, would reasonably be expected to have a material adverse effect on the proposed grantee's finances or operations or the ability to conduct the proposed project, or that would reasonably be expected to impact the Rural Infrastructure Authority's decision to award a grant? $\boxtimes$ Yes Nο If you answered YES to any of the questions above, please provide a detailed description:

If more than one company will participate in the project, please copy this page and complete for each additional company.

# Rural Building Reuse and Infrastructure Application Form

#### **Local Government Certifications**

The attached statements and exhibits are hereby made part of this application, and the undersigned representative of the applicant certifies that the information in this application and the attached statements and exhibits are true, correct, and complete to the best of the signatory's knowledge and belief. The signatory further certifies:

- as Authorized Representative, the signatory has been authorized to file this application by formal action of the governing body;
- 2 that the governing body or agrees that if a grant is awarded, the applicant will provide proper and timely submittal of all documentation requested by the Grantor Agency;
- 3 that the applicant has substantially complied with or will comply with all federal, state, and local laws, rules, regulations, and ordinances as applicable to this project;
- 4 that the applicant has analyzed the participating companies' financial and organizational strength regarding the ability to successfully meet the terms of the job creation and maintenance requirements, carry out the renovation project, as well as, the ability to meet the potential for repayment of loan funds; and
- 5 that the project is in accordance with the applicant's economic development plan and that the applicant has investigated any impact that the project may have on existing businesses within the applicant's jurisdiction.

Signati	ure of Local Government Chief Elected Official	
	,	
Typed Name		Typed Title
	Date	
Sig	nature of Property Owner Representative	
Thomas W. Humphrey	,	Business Controller
Typed Name		Typed Title
	Date	
	DocuSigned by:	
	ature of Company CEO/CFO/COO/President	
Veronica Messersn	11 th ,	President, Americas
Typed Name		Typed Title
	July 19, 2024   18:12 CEST	
	Date	

Visiting address 295 Maple Lane Mebane, NC 27302 Classification Confidential

Ms. Regan Gural Alamance County Economic Development Foundation PO Box 450 Burlington, NC 27216

Ms. Gural,

Sandvik Coromant Mebane, NC currently employes 98 full time employees at 1483 Dogwood Way, Mebane, NC 27302

Sandvik Coromant is committed to create 18 new full-time jobs and maintained concurrently for six- consecutive months within two years of the grant award date.

An increase in production output requires adding equipment and a build out of existing warehouse space and infrastructure to the current location at 1483 Dogwood Way Mebane, NC 27302.

Regards,

DocuSigned by:

Veronica Messersmith

President, Americas

July 19, 2024 | 18:12 CEST

#### STATE OF NORTH CAROLINA

#### **COUNTY OF ALAMANCE**

#### **AGREEMENT**

THIS AGREEMENT, made and entered into this \_\_\_\_day of August, 2024 by and between SANDVIK COROMANT, a corporation, and SANDVIK MACHINING SOLUTIONS USA, LLC, a limited liability company, both authorized to do business in North Carolina, (hereinafter sometimes referred to as the "Company"), and the CITY OF MEBANE, a North Carolina municipal corporation (hereinafter sometimes referred to as "Mebane").

#### **RECITALS:**

- A. The Company has a manufacturing facility in Mebane, Alamance County since 1980, and is considering renovating a portion of its manufacturing facility (hereinafter "Facility") and will renovate its building and install machinery and equipment with said Facility to be in service no later than December 31, 2025 ("Completion Date"), and to be located within the corporate limits of Mebane, Alamance County, North Carolina.
- B. The Facility will involve new capital investment of approximately One Million Two Hundred Ninety-five Thousand Two Hundred and Seven Dollars (\$1,295,207.00), for the building and Eight Hundred Thousand Dollars (\$800,000.00) for equipment.
- C. The Facility will create Eighteen (18) full-time employment positions with average salaries of Sixty-two Thousand Seven Hundred Seventy-seven Dollars (\$62,777.00) as "New Positions").
- D. Some elements of said job creation and investment may be made by an affiliated entity or successors to the Company, but for the purposes of this Agreement, shall be deemed to have been made by the Company.
- E. Company has applied for a North Carolina Department of Commerce Building Reuse Grant for this Facility renovation ("State Grant"), which requires a match of five percent (5%).
- F. Mebane finds that in order to aid and encourage the construction of the Facility and installation of the machinery and equipment, it is necessary and desirable to assist and reimburse the Company for a portion of its facility, construction costs and new equipment costs.
- G. Pursuant to G.S. Section 160A-20.1, 158-7.1, and 158-7.2, as construed by the North Carolina Supreme Court in its opinion in <u>Maready v. The City of Winston-Salem, et al</u>, 342

N.C. 708 (1996), Mebane may enter into an agreement with the Company in connection therewith.

H. Mebane finds that reimbursing the Company for the five percent (5%) of its construction and equipment costs serves a public purpose and will increase the taxable property base for the Mebane and help create not less than Eighteen (18) new New Positions by the Completion Date, all of which will result in an added and valued benefit to the taxpayers of the Mebane.

**NOW, THEREFORE,** in consideration of the mutual provisions and covenants herein, and other good and valuable consideration which the parties hereby acknowledge, The Company and Mebane agree as follows:

- 1. To assist the Company in its Facility renovation, and machinery and equipment installations, and subject to the requirements hereinafter set forth, Mebane agrees to award an Incentive Grant to the Company for a portion of said construction and installation costs in the amount of Five Percent (5%) of the State Grant, which would be in the amount of Seven Thousand Two Hundred and Fifty Dollars (\$7,250.00), the ("Incentive Funds"). These payments of cash grants from Mebane to the Company shall be made as required by the State Grant.
  - a. All payments provided for in subparagraph (a) shall be made no later than Thirty (30) calendar days after satisfaction of the requirements described in the subparagraphs. Any payment due hereunder shall be adjusted so that the total payments to the Company shall not exceed five percent (5.0%) of the State Grant. All payments are subject to the requirements of the State Grant.
  - b. Mebane further agrees to serve as the administrator of a N.C. Department of Commerce Building Reuse Grant and shall apply for such Building Reuse Grant valued up to the stated dollar amount. Because the Building Re-Use Grant requires a match of five percent (5%) from the City, any such fee or match from Mebane shall be deducted from the Incentives Funds provided for herein.
  - c. For the purpose, the "New Positions" are those persons employed by the Company or by one or more Company affiliate(s) at the Facility on a full-time basis; i.e., at least thirty-five (35) hours per week, who as a group have an average salary at least equal to Sixty-two Thousand Seven Hundred and Seventy-seven Dollars (\$62,777.00) as determined by reference to the North Carolina withholding tax forms (NCUI-101) filed with respect to such persons.
- 2. If prior to Mebane expending monies, for any reason whatsoever the Company chooses not to make the above referenced investments and to cancel this Agreement, it may do so by providing written notice. Upon such notification, this Agreement shall be cancelled and

- all of its terms and conditions shall become void. If, however, the Company chooses not to make the above referenced investment and Mebane has expended funds, the Company shall be liable for a return or pay-back of the government funds expended.
- 3. The Company shall observe all federal, state and local laws, rules and regulations governing labor and employment and shall not discriminate against any person on the grounds of race, color, national origin, sex, age, or disability in the administration of this Agreement nor shall any person be excluded from participation in, or be denied the benefits of, any project constructed under this Agreement on the grounds of race, color, national origin, sex, age, or disability.
- 4. This Agreement may be modified only by a written agreement executed which must be approved by all parties hereto. The contractual commitments provided for herein and made by the parties hereto shall be deemed to continue into the future, survive and remain binding upon future elected and appointed officials to the full extent permitted under applicable law. This Agreement may be executed in counterparts separately with the resultant executed counterparts forming a single Agreement.
- 5. In the event of such cancellation of the Agreement described above, Mebane shall have no further obligations to make any further payments as called for in this Agreement.
- 6. The parties and each person executing this Agreement on behalf thereof represent and warrant that they have the full right and authority to enter into this Agreement, which is binding, and to sign on behalf of the party indicated, and are acting on behalf of themselves, the constituent members and the successors and assigns of each of them. The parties agree to reasonably assist one another and cooperate in the defense (should any defense ever be necessary) of this Agreement and/or the incentives granted hereunder, so as to support and in no way undercut the same. In the event that any of the incentives or other assignments of Mebane are determined to be invalid, Mebane agrees that it will, to the fullest extent permitted by law, provide the Company with any permitted incentives of substantial equal value pursuant to one more or more replacement incentive grant programs.
- 7. No provision of this Agreement may be invalidated, except by the Superior Court of Alamance County which shall have sole jurisdiction over any disputes which arise under this Agreement or otherwise regarding the parties hereto, and further, venue shall be proper and shall lie exclusively in the Superior Court of Alamance County, North Carolina.

If any such court holds any provision of this Agreement, invalid or unenforceable, then:

- a. Such holdings shall not invalidate or render unenforceable any other provision of this Agreement;
- b. Such provision shall be construed as closely as possible to the Party's Original intent in order to render such provision valid or enforceable, as applicable; and

- c. The remaining terms here, together with such reconstructive provision, shall constitute the parties' entire agreement hereof.
- 8. This Agreement sets forth the entire agreement between Mebane and the Company and supersedes any and all other agreements on this subject between parties.
- 9. In the event that, prior to completion of the Facility, Mebane expends funds for any of the incentives provided for in this Agreement whether for fee waivers or cash grants, and the Company elects to cancel the Agreement or does not comply with its obligations to construct the Facility, the Company agrees to fully reimburse Mebane for any amounts expended by them through the date of such cancellation the Company shall reimburse Mebane within thirty (30) days of written demand. In the event that Company fails to repay such amounts, Mebane may recover the funds advanced under this Agreement plus all the costs of collection, including without limitation reasonable attorney fees.
- 10. Company acknowledges that Mebane is a governmental entity, and validity of this Agreement is based upon the availability of public funding under the authority of its statutory mandate. Subject to the provisions of Section 10, in the event that public funds are unavailable for the performance of Mebane's obligations under this Agreement, then this Agreement shall remain in full effect, provided, however, that the payment obligations of Mebane shall be temporarily suspended, without penalty to Mebane, immediately upon written notice to Company of the unavailability of public funds. At such time as such public funds are again available, the payment obligations of Mebane hereunder shall be deemed reinstated without necessity of further written agreement. It is expressly agreed that Mebane shall not activate this "unavailability" provision for their convenience or to circumvent the requirements of this Agreement, but only as an emergency fiscal measure during a substantial financial crisis. In either event, Mebane agrees that it will use best efforts to replace, through other sources available to them under law, funds due to the Company, as soon as practical. In the event of a change in a Mebane's statutory authority, mandate and/or mandated functions by State and/or Federal legislative or regulatory action, which adversely affects Mebane's authority to continue its obligations under this Agreement, then this Agreement shall be suspended without penalty to Mebane upon written notice to Company of such limitations or change in Mebane's legal authority.
- 11. As required by G.S. Section 158-7.1 (d2) (2), if the Company elects to assign its rights in whole or in part, to a third-party purchaser of the real or personal property which is the basis of this Agreement, the third party shall be bound by this Agreement and shall execute an assignment confirming that it is a bound by the terms of this Agreement, including without limitation, the obligations if a default occurs. No such assignment shall relieve Company of any of its obligations hereunder.
- 12. Notwithstanding anything to the contrary stated herein the obligations of Mebane shall cease and terminate at the seven-year anniversary of this Agreement, August \_\_\_\_, 2031 regardless of the status of the Company's investment or employment.

13. Any notices required by this Agreement shall be mailed to the following persons:

#### If to Mebane:

City of Mebane

Attn: Preston Mitchell, Interim City Manager

106 E. Washington Street

Mebane, 27302

With Copy to:

The Vernon Law Firm Attn: E. Lawson Brown, Jr. P.O. Drawer 2958

Burlington, NC 27216-2958

#### If to Company:

Sandvik Machining Solutions USA LLC Attn: Plant Manager 183 Dogwood Way Mebane, NC 27302

(Signatures on Next Page)

**IN WITNESS WHEREOF,** the parties hereto have made and executed this agreement as of the day and year first above written.

By:	
Ed Hooks, Mayor, City of Mebane	
This instrument has been preaudited in the man Fiscal Control Act.	ner required by the Local Government Budget and
Daphna Schwartz, Mebane Finance Director	 Date
Approved as to Legal Form and Sufficiency	
E. Lawson Brown, Jr., Mebane City Attorney	

**IN WITNESS WHEREOF,** the parties hereto have made and executed this agreement as of the day and year first above written.

#### SANDVIK MACHINING USA, LLC

Ву:	(SEAL)
Name:	
Title:	
SANDVIK COROMANT	
Ву:	(SEAL)
Name:	
Title	



#### **AGENDA ITEM #7**

State of NC Building Reuse Grant Program Local Government Resolution-Sandvik Coromant

NZ	Δ	et	ır	١σ	11)	2	t٠	2
V	-	υL		יאי	$\boldsymbol{\mathcal{L}}$	ч	U	_

August 5, 2024

#### Presenter

Preston Mitchell, Interim City Manager Lawson Brown, City Attorney

#### **Public Hearing**

Yes □ No 区

#### Summary

The City Council will consider a State of North Carolina Department of Commerce Building Reuse Grant application for Sandvik Coromant. The company is considering expansion at its existing facility in the Central Carolina Industrial Center (CCIC) in the City of Mebane. The Company is evaluating whether it should increase its investment at the Mebane, North Carolina facility to support increased demand of its product instead of investing in one of its other facilities.

#### Background

The Company began operations in 1980 and reports continued growth in product line offerings. The facility in Mebane is a modern and highly automated production facility. There is currently 9,300 square feet of unused vacant space in the existing facility. This renovation would require the removal of an existing interior wall and floor resurfacing to accommodate new equipment installation and production line growth. Additionally, the company will invest in air compressors and ventilation. They will create 18 new full-time jobs paying an average way of \$62,777. The Company is considering new investment in real property for a total investment of \$1,295,207 and personal property investment \$800,000 that is not part of the Building Reuse grant application local match.

As background, the company is a global industrial engineering group, founded in 1942 in Sandviken, Sweden. The company manufactures tools and machining solutions for the world's engineering industries and employs 7,900 worldwide across 150 countries. Sandvik Coromant is part of the Sandvik Group, which located in Mebane in 1980. The company specializes in indexable milling, turning, drilling tools, and made to order tooling. They have 98 full-time employees. In September 2021, Sandvik Coromant invested in a new Sandvik Coromant Center in Mebane to enhance customer experience and knowledge in metal cutting. In conjunction, the company moved its US headquarters & Center for the Americas to the same location. This created a common location to house production, a new tech center, and corporate offices in the 167,000 square foot facility.

The City of Mebane's proposed incentive package for Sandvik Coromant is the 5% required local match for a State of North Carolina Department Building Reuse Grant and subject to award by the State of NC. The local 5% match would equal \$7,250 for a State grant application request of \$145,000. The economic development project has been a cooperative effort between the City of Mebane, the Alamance Chamber, and the State of North Carolina.

#### Financial Impact

This economic development project is estimated to generate a net positive cash flow of \$77,522 in property taxes over the next ten years (\$70,272 when deducting the 5% local match for the grant application). The City will also receive sales tax from the construction and the indirect benefits of 18 new jobs with an estimated annual full-time payroll of over \$1.13 million. The maximum incentive payout, which includes the local required 5% match, amounts to \$7,250.

#### Recommendation

Staff recommends approval of the resolution.

#### **Suggested Motion**

I move for approval of the resolution to be adopted by the governing body to apply for the State of NC Building Reuse Program Grant for Sandvik Coromant.

#### **Attachments**

1. State of NC Department of Commerce Building Reuse Grant Program Local Government Resolution



# City of Mebane Resolution Application for NC Department of Commerce Sandvik Coromant Mebane, NC

WHEREAS, Mebane City Council has indicated its desire to assist in economic development efforts for business and industry within Mebane; and,

WHEREAS, the Council fully supports the proposed project by Sandvik Coromant which will result in the expansion of an existing facility located in Mebane, North Carolina and will create eighteen (18) new positions for Mebane; and,

WHEREAS, the Council desires to pursue a formal application for Building Reuse funds in the amount of \$145,000 from the NC Department of Commerce; and,

WHEREAS, the Council certifies it will provide the 5% match required through Mebane's additional local incentives package and will meet all other requirements of the North Carolina Department of Commerce,

**NOW, THEREFORE BE IT RESOLVED**, by the Mebane City Council, that the City of Mebane is authorized to submit a formal application to the North Carolina Department of Commerce in order to provide assistance to benefit Sandvik Coromant.

That this Resolution shall take effect immediately upon its adoption.

Adopted this the 5th day of August, 2024 in Mebane, North Carolina.

	Ed Hooks, Mayor
ATTEST:	
Stenhanie W. Shaw. City Clerk	



#### **AGENDA ITEM #8**

### City Manager Executive Search Schedule Update

B 4	eeting	D-+-
IV/I	PETING	LIATE

August 5, 2024

#### Presenter

Beatrice Hunter, HR Director Steve Straus, PhD, President, and Co-Founder Developmental Associates

#### **Public Hearing**

Yes □ No 🗵

#### **Summary**

Steve Straus will give an overview and timeline of the executive search process for the City Manager position.

#### Background

The Council executed a written agreement with Developmental Associates, LLC to undertake and manage the City Manager selection process. At the July meeting, the Council voted to re-advertise the City Manager position on September 1, 2024.

#### **Financial Impact**

The agreement amount for the executive search fee will not exceed \$32,000, including re-advertisement costs.

#### Recommendation

N/A

#### **Suggested Motion**

N/A

#### **Attachments**

None



#### **AGENDA ITEM #9**

# Final Council Approval of Financing for Lake Michael Dam Spillway Project

Meeting Date
August 5, 2024
Presenter
Daphna Schwartz, Finance Director
Public Hearing
Yes □ No ☒

#### **Summary**

To take final action approving the planned financing for the Lake Michael Dam spillway project.

#### Background

The City has worked for several years to develop a plan to renovate and improve the spillway for the dam at Lake Michael Park, and those plans are coming to fruition. The City received construction bids on the project in June, and the construction bids received will allow the project to proceed.

Tonight's requested action is the final formal action required of the Council for project financing.

The City plans to finance the spillway project through an installment financing, as provided under State law. In an installment financing, the City's repayment obligation is secured by a mortgage-type interest in all or part of the property being acquired or improved, but not by any pledge of the City's taxing power or any specific revenue stream. In this case, the Lake Michael Park property, including the dam and spillway, will serve as the collateral. The City frequently uses the installment financing tool on other projects.

The laws for installment financing require that the Council hold a public hearing. The City held the required public hearing at the July 1 meeting.

The North Carolina Local Government Commission must approve the City's financing plan. The LGC is a division of the State Treasurer's office that oversees substantially all local government borrowings. Staff expects routine approval from the LGC at the Commission's August 6 meeting.

Tonight's resolution has three main purposes: (1) to make a final formal approval to move forward with financing up to \$7,5000,000 for the project, (2) to approve the substantially final loan documents, and (3) to authorize staff to complete the closing.

If the Council approves the resolution proposed for tonight, staff and the City's consultants will proceed with the final steps for the loan closing, such as preparing and signing final form financing documents. Loan closing is currently scheduled for August 14.

#### **Financial Impact**

Between the construction bids and the financing proposals received, the City expects to be able to carry out and complete the spillway project by securing an installment financing for no more than \$7,500,000 at an interest rate of 4.44% over 20 years.

#### Recommendation

That the Council adopt the final approving resolution for the financing in the form presented.

#### **Suggested Motion**

I move that the Council adopt the final resolution approving the financing for the Lake Michael Dam spillway project in the form presented.

#### **Attachments**

- 1. Final resolution in support of Lake Michael Dam spillway financing
- 2. Installment financing contract (approved as a substantially final document by the resolution)
- 3. Deed of Trust (approved as a substantially final document by the resolution)



# Resolution Providing Final Council Approval for Financing up to \$7,500,000 for the Lake Michael Dam Spillway Project

#### Introduction --

The City of Mebane has previously determined to carry out a plan (the "Project") to acquire and construct improvements to the Lake Michael Dam spillway.

The City has also determined to finance Project costs through an installment financing, as authorized under Section 160A-20 of the General Statutes. In an installment financing, the City's repayment obligation is secured by a mortgage-type interest in all or part of the property being financed, but not by any pledge of the City's taxing power or any specific revenue stream. In this case, the Lake Michael Park property will serve as the collateral

The City has solicited competitive proposals from banks and other financial institutions to provide the desired financing, and staff recommends the City accept the proposal from Webster Bank, N.A. (the "Lender").

The City's Finance Officer has made available to this Council the draft agreements listed on Exhibit A (the "Agreements"), which relate to the City's carrying out the financing plan.

In this resolution, the Council formally approves the Lender's proposal and other financing terms, approves substantially final documents, and authorizes City representatives to complete the financing. This is the final required Council action on the financing.

The City Council of the City of Mebane, North Carolina, RESOLVES as follows:

**1. Determination To Proceed with Financing** – The City confirms its plans to undertake the Project. The City will carry out the Project with financing from the Lender substantially in accordance with a financing proposal dated June 23, 2024.

Under the financing plan, the Lender will make funds available to the City for use on Project costs. The City will repay the amount advanced, with interest, over time. The City will grant to the Lender a mortgage-type interest in the Park (and its associated real property) to secure the City's repayment obligation.

- 2. Approval of Agreements; Direction To Execute Agreements (a) The Council approves the forms of the Agreements submitted to this meeting. The Council authorizes the Mayor and the City Manager, or either of them, to execute and deliver the Agreements in their final forms. The Agreements in their respective final forms must be in substantially the forms presented, with such changes as the Mayor or the City Manager may approve. The execution and delivery of any Agreement by an authorized City officer will be conclusive evidence of that officer's approval of any changes.
- (b) The Agreements in final form, however, must be consistent with the financing plan described in this resolution and must provide (a) for the amount financed by the City not to exceed \$7,500,000, (b) for an annual interest rate not to exceed 4.44% (in the absence of default, or a change in tax status, as described in the draft Agreements), and (c) for a financing term not to extend beyond December 31, 2044.
- 3. Officers To Complete Closing The Council authorizes the City Manager, the Finance Officer and all other City officers and employees to take all proper steps to complete the financing in cooperation with the Lender and in accordance with this resolution.

The Council authorizes the City Manager to hold executed copies of all financing documents authorized or permitted by this resolution in escrow on the City's behalf until the conditions for their delivery have been completed to that officer's

satisfaction, and then to release the executed copies of the documents for delivery to the appropriate persons or organizations.

Without limiting the generality of the foregoing, the Council authorizes the City Manager to approve changes to any documents previously signed by City officers or employees, provided that the changes do not conflict with this resolution or substantially alter the intent from that expressed in the form originally signed. The City Manager's authorization of the release of any document for delivery will constitute conclusive evidence of that officer's approval of any changes.

In addition, the Council authorizes the City Manager and the Finance Officer to take all appropriate steps for the efficient and convenient carrying out of the City's ongoing responsibilities with respect to the financing of the Project. This authorization includes, without limitation, contracting with third parties for reports and calculations that may be required under this resolution or otherwise with respect to the financing, and making appropriate payments prior to the loan closing for costs related to the financing and the Project. Further, this authorization specifically permits the City Manager to make further agreements or covenants on behalf of the City regarding the custody and investment of financing proceeds. The City Manager's authorization of the release of any instrument for delivery will constitute conclusive evidence of his approval of any changes.

- 4. Resolutions as to Tax Matters -- The City will not take or omit to take any action the taking or omission of which will cause its obligations to pay principal and interest (the "Obligations") under the Agreements to be "arbitrage bonds," within the meaning of Section 148 of the "Code" (as defined below), or "private activity bonds" within the meaning of Code Section 141, or otherwise cause interest components of the installment payments to be includable in gross income for federal income tax purposes. Without limiting the generality of the foregoing, the City will comply with any Code provision that may require the City at any time to pay to the United States any part of the earnings derived from the investment of the financing proceeds. In this resolution, "Code" means the United States Internal Revenue Code of 1986, as amended, and includes applicable Treasury regulations.
- **6. Additional Provisions** -- The Council authorizes all City officers and employees to take all further action as they may consider necessary or desirable in furtherance of the purposes of this resolution. The Council ratifies all prior actions of

City officers and employees to this end. Upon the absence, unavailability or refusal to act of the City Manager, the Mayor or the Finance Officer, any other of those officers may assume any responsibility or carry out any function assigned in this resolution. The Council authorizes the Clerk to apply the City's seal, and to attest to the seal, on any document related to the purposes of this resolution. The Mayor Pro Tem or any Deputy or Assistant City Clerk may in any event assume any responsibility or carry out any function assigned to the Mayor or the Clerk, respectively, in this resolution. All other Council proceedings, or parts thereof, in conflict with this resolution are repealed, to the extent of the conflict. This resolution takes effect immediately.

\* \* \* \* \* \* \*

#### **Exhibit A -- draft Agreements**

- (a) A draft dated July \_\_\_\_\_, 2024, of an Installment Financing Contract to be dated on or about August 13, 2024 (the "Financing Contract"), between the City and the Lender. The Financing Contract provides for the advance of funds to the City for the City's use on the project, sets out the City's repayment obligation, and sets out the City's obligations regarding care for the collateral and other matters
- (b) A draft dated July \_\_\_\_\_, 2024, of a Deed of Trust and Security Agreement to be dated on or about August 13, 2024, from the City to a deed of trust trustee for the Lender's benefit. The Deed of Trust provides for a security interest in the proposed Spillway and its associated real property to the Lender to secure the City's repayment obligation
- (c) A draft dated \_\_\_\_\_\_, 2024, of an [Escrow Agreement] to be dated on or about August 13, 2024, between the City and the Lender. The [Escrow Agreement] provides for the custody and investment of financing proceeds pending their use to pay project costs

### CITY OF MEBANE, NORTH CAROLINA

#### and

## WEBSTER BANK, NATIONAL ASSOCIATION

**INSTALLMENT FINANCING CONTRACT** 

### **Installment Financing Contract**

THIS INSTALLMENT FINANCING CONTRACT (the "Contract") is dated as of August 14, 2024, and is between the CITY OF MEBANE, NORTH CAROLINA, a municipal corporation of the State of North Carolina (the "City"), and WEBSTER BANK, NATIONAL ASSOCIATION (together with its successors and assigns, the "Lender").

#### RECITALS:

The City has previously determined to carry out a plan (the "Project") to design, acquire and construct improvements to the dam spillway at Lake Michael Park. The Lender has agreed to advance funds to the City for this purpose.

This Contract provides for the Lender's advance of funds, and the City's obligation to repay the funds with interest. In accordance with the City's authority under Section 160A-20 of the North Carolina General Statutes, the City will secure its obligations under this Contract by granting to the Lender a security interest in the Pledged Facilities and the Pledged Site.

Unless the context clearly requires otherwise, capitalized terms used in this Contract and not otherwise defined have the meanings set forth in Exhibit A.

**NOW, THEREFORE,** for and in consideration of the mutual promises and covenants contained in this Contract, the parties agree as follows:

#### ARTICLE I ADVANCE

**1.1. Advance**. (a) In consideration of the covenants, warranties and representations contained herein, and in consideration of the City's agreement to repay the moneys advanced hereunder and interest thereon, the Lender agrees to advance [\$7,500,000] (the "Amount Advanced") to the City on the Closing Date, and the City accepts the Amount Advanced.

- (b) On the Closing Date, the Lender shall, upon written direction of the City, disburse the Amount Advanced into a depository account established by the City for investment with the North Carolina Capital Management Trust and designated as the "City of Mebane, North Carolina 2024 Project Fund" (the "Project Fund") to be applied solely in accordance with the provisions of this Contract. Any investment earnings on the Project Fund shall be retained in the Project Fund pending disbursements to pay Project Costs in accordance with the provisions set forth herein.
- (c) The City shall file copies of the records pertaining to the Project Fund and disbursements therefrom with the Lender on a quarterly basis beginning on the execution and delivery of this Contract. The quarterly disbursement records may be sent to the following email address (or such other address as the Lender supplies to the City in writing): PublicFinance@WebsterBank.com.
- (d) The Project Fund will be terminated at the earliest of (i) final distribution of amounts held in the Project Fund as provided in Section 4.7, (ii) written notice given by the Lender of an Event of Default by the City under this Contract resulting in the acceleration of the principal component of the Installment Payments, or (iii) termination of this Contract.
- **1.2. Disbursements from the Project Fund.** The moneys held in the Project Fund shall be disbursed from time to time by a City Representative for the purpose of paying Project Costs to the contractor or other payee, or to reimburse the City for its payment to a contractor or other payee. The City shall be obligated to pay all Project Costs when the same become due and payable from the proceeds of the Amount Advanced or other available funds of the City. If the moneys held in the Project Fund are insufficient to pay all of the Project Costs, the City shall provide any balance of the funds needed to complete the Project prior to termination of the Project Fund. Form of Advance.
- **1.3. Reliance of the Lender on Documents.** The Lender may act in reliance on any writing or instrument or signature which it believes, actually and in good faith, to be genuine and may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument. The Lender is not liable in any manner for the sufficiency or correctness as to form, manner and execution, or validity of any instrument nor as to the identity, authority, or right of any person executing the same; and its duties under this Contract are limited to the receipt of such

money, instruments or other documents received by it as the Lender, and for the disposition of the same in accordance herewith.

# ARTICLE II CONTRACT PAYMENTS

- **2.1. Installment Payments.** The City will repay the Amount Advanced by making Installment Payments at the times and in the amounts set forth in Exhibit B. As indicated in Exhibit B, the Installment Payments include designated interest components. The City will make its by Federal Reserve wire transfer, or other transfer of immediately available United States funds, or with the Lender's consent by such other commercially reasonably method of payment, in any case sent on the payable date directly to the Lender to any address or bank account in the United States as the Lender may designate from time to time.
- **2.2. Additional Payments.** The City will pay all Additional Payments on a timely basis directly to the person or entity to which it owes the payment. If the City fails to pay any Additional Payment when due, the Lender may (but is not required to) pay the Additional Payment. The City then agrees to reimburse the Lender for any Additional Payment paid by the Lender, together with interest at an annual rate of 7.00%. All Installment Payments and Additional Payments will be made in lawful money of the United States.
- **2.3. Late Charges.** Should the City fail to pay any Installment Payment, or any other sum required to be paid to the Lender, within 15 days after the due date, the City shall pay a late payment charge equal to 4% of the delinquent payment. The acceptance or assessment of a late charge does not constitute a waiver of a default or of an Event of Default, or impair any other rights or remedies of the Lender.
- **2.4. Prepayment.** The City may prepay the outstanding principal component of the Amount Advanced only as provided in this Section. The City must give the Lender 30 days' advance written notice of the proposed date and amount of any prepayment.
- (a) Optional prepayment -- The City may prepay the outstanding principal component of the Amount Advanced, at its option on June 1, 2029 and any Business Day thereafter, in whole or in part, by paying (i) all Additional Payments then due and payable, (ii) all interest accrued and unpaid to the prepayment date, and (iii) 101% of

the outstanding principal component of the Amount Advanced, if the prepayment occurs between June 1, 2029 and May 31, 2032, and 100% of the outstanding principal components of the Amount Advanced on June 1, 2032 and any date thereafter. Any partial prepayment must (i) occur on an interest payment date, (ii) occur no more than once during any consecutive 12-month period, (iii) be in a principal amount of not less than \$300,000, and (iv) be applied to the then remaining principal repayment schedule in inverse order of installments coming due.

- (b) Prepayment from excess proceeds -- The City may prepay the outstanding principal component of the Amount Advanced, at its option on any date, in whole or in part without penalty, from any funds remaining in the Project Fund upon the City's delivery of the Completion Certificate provided for in Section 4.7. These funds will be applied first to all Additional Payments then due and payable, and then to the next maturing Installment Payment until such time as such moneys are expended. Any remaining amounts shall be applied as a prepayment to the remaining principal balance owing hereunder in inverse order of Installment Payment Dates, unless the Lender directs that payment of such amount be made in such other manner that, in the opinion of nationally recognized counsel in the area of tax exempt municipal obligations satisfactory to the Lender, will not adversely affect the exclusion of the interest components of Installment Payments from gross income for federal income tax purposes. If any such amount is used to prepay principal, the Payment Schedule attached hereto will be revised accordingly as specified by the Lender.
- **2.4. Interest Rate and Payment Adjustment.** (a) Upon any "Rate Adjustment Event," as defined below, (i) the unpaid principal of the Amount Advanced will continue to be payable as shown in Exhibit B, but (ii) the interest on the Amount Advanced shall be recalculated, at an interest rate equal to an annualized interest rate equal to the Prime Rate plus 2% (200 basis points) (retroactively, if need be) determined pursuant to the Rate Adjustment Event to be the date interest became includable in any Lender's gross income for federal income tax purposes. The City shall pay interest at each adjusted rate as in effect from time to time (subject to credit for interest previously paid) to each affected Lender, notwithstanding the fact that any particular Lender may not be in the same position as Lender on the date of a Rate Adjustment Event.
- (b) Upon any Rate Adjustment Event, the Lender shall promptly prepare a substitute Exhibit B reflecting the new interest rate and resulting payment schedule, and deliver a copy of the new Exhibit B to the City and to the LGC.

- (c) The City shall additionally pay to the Lenders any interest, penalties or other charges assessed against or payable by such Lender and attributable to a Rate Adjustment Event, notwithstanding the prior repayment of the Amount Advanced in full. The City shall pay these amounts directly to the Lenders as Additional Payments.
- (d) "Rate Adjustment Event" means (i) any action by the Internal Revenue Service (including the delivery of a deficiency notice) or any other federal court or administrative body or (ii) receipt by the Lender of an opinion of nationally recognized bond counsel acceptable to the City, in either case determining in effect that interest on the Amount Advanced is includable in gross income for federal income tax purposes as a result of (A) any action the City takes, or fails to take, or (B) any representation made by the City being a misrepresentation.
- **2.5. No Reduction or Abatement**. The City remains liable for full performance of all its covenants under this Contract and the Deed of Trust (subject to the limitations described in Article XII), notwithstanding the occurrence of any event or circumstances whatsoever, including any of the following:
- (a) Any act or omission by the Lender, or the Lender's waiver of any right granted or remedy available to it;
- (b) The forbearance or extension of time for payment or performance of any obligation under this Contract or the Deed of Trust, whether granted to the City or any other person;
- (c) The sale or release of all or part of the Mortgaged Property or the release of any party who assumes all or any part of such performance; or
- (d) Another party's assumption of any of the City's obligations under the Contract or this Deed of Trust.

There will be no abatement or reduction of the Installment Payments or Additional Payments by the City for any reason, including, but not limited to, any defense, recoupment, setoff, counterclaim, or any claim arising out of or related to the Pledged Sites or the Pledged Facilities. The City assumes and will bear the entire risk of completion, loss and damage to the Mortgaged Property from any cause whatso-

ever, it being the parties' intention that the Installment Payments will be made in all events unless the City's obligation to make Installment Payments is terminated as provided in this Contract.

#### 2.6. Appropriations.

- (a) The City will cause the officer who prepares the draft City budget initially submitted for City Council consideration to include in the initial proposal each year the amount of all Installment Payments and estimated Additional Payments coming due during the Fiscal Year to which the budget applies. Notwithstanding that the initial proposed budget includes an appropriation for Contract Payments, the City Council may determine not to include the appropriation (in whole or in part) in the final City budget for any Fiscal Year, or may amend an adopted budget to reduce or delete an approved appropriation.
- (b) (i) If for any Fiscal Year the City adopts an annual budget that does not appropriate (for that purpose) an amount equal to the Installment Payments and estimated Additional Payments coming due during that Fiscal Year, then the City will send notice of this failure to the Lender and the LGC within ten days after the adoption of that budget.
- (ii) If for any Fiscal Year the City has not adopted an annual budget that appropriates (for that purpose) an amount equal to the Installment Payments and estimated Additional Payments coming due during that Fiscal Year within 15 days after the beginning of any Fiscal Year, then the City will send notice of this failure to the Lender and the LGC within an additional ten days.
- (iii) Similarly, if at any time the City amends the annual budget to reduce the amounts appropriated for Contract Payments below the amounts expected to be required for the remainder of that Fiscal Year, then the City will send notice of this amendment to the Lender and the LGC within ten days.
- (iv) The City shall send notices intended for the LGC to the attention of its Secretary, at 3200 Atlantic Avenue, Longleaf Building, Raleigh NC 27604.

# ARTICLE III CITY'S RESPONSIBILITIES

- **3.1. Care and Use.** The City will use and care for the Mortgaged Property in a careful and proper manner. The City must keep the Mortgaged Property in good condition, repair, appearance and working order for the purposes intended.
- **3.2. Utilities.** The City will pay all charges for utility services furnished to or used on or in connection with the Pledged Site and the Pledged Facilities.
- **3.3. Risk of Loss.** The City bears all risk of loss to and condemnation of the Mortgaged Property.
- **3.4.** Lender's Performance of City's Responsibilities. The Lender may, but is in no event required to, (a) undertake any performance required of the City or (b) make any payments required to be made by the City, in either case for the insurance, maintenance or preservation of the Mortgaged Property that the City fails to make or pay. The City will then reimburse the Lender for any payments and for any associated costs and expenses, legal or otherwise, together with interest at the annual rate of 7.00%.
- 3.5. Compliance with Requirements. The City will promptly and faithfully comply with all requirements of governmental authorities relating to the use or condition of the Mortgaged Property (or be diligently and in good faith contesting the requirements), if the violation of the requirement would adversely affect the use, value or condition of the Mortgaged Property. This compliance (or contest) is required of the City whether or not any requirement necessitates structural changes or improvements or interferes with the City's use or enjoyment of the Mortgaged Property.

The City will in no event use the Mortgaged Property, or any portion, nor allow it to be used, (a) for any unlawful purpose, (b) in violation of any certificate of occupancy or other permit or certificate, or (c) in violation of any law, ordinance or regulation.

**3.6. Use and Operation of Pledged Facilities.** The City will use and operate the Pledged Facilities for their intended public purposes. The City will be solely

responsible for the operation of the Pledged Facilities, and will not contract with any other person or entity for that operation. Unless required by applicable law or unless the Lender has otherwise agreed in writing, the City will not use the Mortgaged Property for any purposes other than those for which the property was intended as of the Closing Date.

**3.7. Modification of Pledged Facilities; Installation of Equipment and Machinery.** The City has the right to remodel the Pledged Facilities or make substitutions, additions, modifications and improvements to the Pledged Facilities, at its own cost and expense. These changes, however, must not damage the Pledged Facilities or result in the use of the Pledged Facilities for purposes substantially different from those contemplated on the Closing Date. Further, the Pledged Facilities, upon completion of the changes, must be of a value not less than the value of the Pledged Facilities immediately prior to making the changes. All additions, modifications and improvements within the boundaries of the Pledged Site become a part of the Mortgaged Property and subject to the lien of the Deed of Trust.

The City may also, from time to time in its sole discretion and at its own expense, install machinery, equipment and other tangible property in or on the Pledged Facilities. Neither the Lender nor any assignee will have any interest in any property that is not a "Fixture" as defined in Section 1-4 of the Deed of Trust.

**3.8. Taxes and Other Governmental Charges.** If the Mortgaged Property (or any portion) is, for any reason, deemed subject to taxation, assessments or charges lawfully made by any government, the City will, during the Contract term, pay the amount of all those taxes, assessments and governmental charges as Additional Payments. With respect to special assessments or other charges which may be lawfully paid in installments over a period of years, the City is obligated under this Contract only to provide for the installments that are required to be paid during the Contract term. The City must not allow any liens for taxes, assessments or governmental charges with respect to the Mortgaged Property (or any portion) to become delinquent, including any taxes levied upon the Lender's interest in the Mortgaged Property, or on any rentals or other revenues derived from the Mortgaged Property.

The City may, at its own expense and in its own name, in good faith contest any taxes, assessments and other charges. In the event of a contest, the City may permit the charges to remain unpaid during the period of the contest and any appeal. If, however, the Lender notifies the City that, in the opinion of independent counsel selected by the Lender, the security afforded pursuant to this Contract or the Deed of Trust will be materially endangered by nonpayment of any items, then the City must promptly pay those items (but the payment will not in itself constitute a waiver of the right to continue to contest the charges).

#### 3.9. City's Insurance.

- (a) Property Damage Insurance The City shall, at its own expense, acquire, carry and maintain broad-form extended coverage property damage insurance with respect to the Mortgaged Property in an amount equal to the estimated replacement cost. This insurance must include standard mortgagee coverage in favor of the Lender. The City shall provide evidence of such coverage to the Lender promptly upon the Lender's request. Any Net Proceeds of the insurance required by this subsection (a) shall be payable as provided in Section 6.2.
- (b) General Liability Insurance To the extent permitted by law, the City agrees that it will, at its own expense, acquire, carry and maintain comprehensive general liability insurance in an amount not less than \$2,000,000 for personal injury or death and \$2,000,000 for property damage, and that it will include the Lender as an additional insured with respect to occurrences related to the Mortgaged Property.
- (c) Worker's Compensation Insurance The City will, at its own expense, acquire, carry and maintain worker's compensation insurance in the manner required by law.

#### (d) Additional Provisions --

- (i) The City must maintain the insurance required by this Section with generally recognized responsible insurers. The insurance may carry reasonable deductible or risk-retention amounts. The City must provide copies of all such policies to the Lender upon request.
- (ii) In the alternative, the City may maintain the insurance required by subsections (a) and (b) above (A) by one or more blanket or umbrella insurance policies or (B) by means of an adequate self-insurance fund or risk-retention program, or by participation in a group risk pool or similar program.

- (iii) If the City obtains blanket or umbrella coverage, the City must provide to the Lender, upon the Lender's request, a certificate or certificates of the respective insurers evidencing the coverage and, with respect to property insurance, stating the amount of coverage provided with respect to the Pledged Facilities (or any covered portion). If the City provides for any alternative risk management programs, the City's risk manager or an independent insurance consultant must review the programs annually for sufficiency. The City must provide to the Lender evidence as to the sufficiency of any alternative program as the Lender may reasonably request.
- (iv) The City may settle or adjust insurance claims in its discretion, except that no City agent or employee will have the power to adjust or settle any property damage loss greater than \$100,000 with respect to the Mortgaged Property, whether or not covered by insurance, without the Lender's prior written consent. The Lender and the City will cooperate fully with each other in filing any claim or proof of loss with respect to any insurance policy described in this Contract.
- (v) The Lender will not be responsible for the sufficiency or adequacy of any required insurance.
- **3.10. Title Insurance**. The City agrees to obtain, at its own cost and expense, an American Land Title Association policy of title insurance, in form satisfactory to the Lender, effective as of the Closing Date, in an amount not less than the amount financed, and naming the Lender as insured mortgagee. The policy must insure the City's fee title to the Mortgaged Property, subject only to Permitted Encumbrances, and must be issued by a title insurance company qualified to do business in the State of North Carolina and reasonably acceptable to the Lender. On or before the Closing Date, the City must provide the Lender with a copy of an insurer's commitment to issue such a policy and, promptly after the Closing Date, the City must provide the Lender with a copy of the final policy.

# ARTICLE IV CONSTRUCTION

**4.1. Construction; Changes.** (a) The City will comply with the provisions of the North Carolina General Statutes and enter into the Construction Agreements. The City will cause the construction of the Pledged Facilities to be carried on

continuously in accordance with the Construction Agreements and all applicable State and local laws and regulations.

- (b) The City will provide for the Pledged Facilities to be constructed on the Pledged Site and will insure (i) that no portion of the Pledged Facilities encroaches upon nor overhangs any easement or right-of-way, (ii) that the Pledged Facilities will be wholly within any applicable building restriction lines, however established, and (iii) that the Pledged Facilities will not violate applicable use or other restrictions, whether imposed by law or rule or by prior conveyances.
- (c) The City may approve changes to the Construction Agreements in its discretion except that the City may not, without the Lender's consent, approve any changes which (i) increase total estimated Project Costs above the amounts previously identified and designated therefor, or (ii) result in the use of the Mortgaged Property for purposes substantially different from the use intended as of the Closing Date.
- **4.2. Contractors' Performance and Payment Bonds**. The City shall require each contractor entering into a Construction Contract to furnish a performance bond and a separate labor and material payment bond as required by State law, insured by a surety company rated "A" or better by A.M. Best and naming the Lender and its successors and assigns as a dual obligee. The City shall provide copies of all such bonds to the Lender at the Lender's request.

Upon any material default by a contractor under any Construction Agreement, or upon any material breach of warranty with respect to any materials, workmanship or performance, the City shall promptly proceed, either separately or in conjunction with others, to pursue diligently its remedies against the contractor or against the surety of any bond securing the performance of the applicable Construction Agreement.

**4.3. Contractors' General Public Liability and Property Damage Insurance.** The City shall require each contractor entering into a Construction Agreement to procure and maintain standard form (a) comprehensive general public liability and property damage insurance, at such contractor's own cost and expense, during the duration of such contractor's construction contract, in the amount of at least \$2,000,000, and (b) comprehensive automobile liability insurance on owned, hired and non-owned vehicles for not less than \$2,000,000. Such policies shall in-

clude the Lender as an additional named insured. The City shall provide to the Lender, at the Lender's request, a certificate of insurance in a form acceptable to the Lender with respect to each contractor. Such insurance shall provide protection from all claims for bodily injury, including death, property damage and contractual liability, products/completed operations, broad form property damage and XCU (explosive, collapse and underground damage), where applicable.

- 4.4. Contractors' Builder's Risk Completed Value Insurance. The City shall require each contractor entering into a Construction Agreement to purchase and maintain property insurance (builder's risk) upon all construction, acquisition, installation and equipping of the Pledged Facilities (excluding contractor's tools and equipment) at the Pledged Site thereof at the full insurable value thereof. This insurance shall include a lender's loss payee endorsement in favor of the Lender, and shall insure against "all risk" subject to standard policy conditions and exclusions. The contractor shall purchase and maintain similar property insurance for portions of the work stored off the Pledged Site or in transit when such portions of the work are to be included in an application for payment. The contractor shall be responsible for the payment of any deductible amounts associated with this insurance.
- **4.5. Contractors' Workers' Compensation Insurance**. The City shall require each contractor entering into a Construction Agreement to procure and maintain workers' compensation insurance during the term of such Construction Agreement, covering its employees working thereunder. The City must provide a certificate of insurance evidencing such coverage, in form acceptable to the Lender, with respect to each contractor entering into a Construction Agreement. Each Construction Agreement shall also provide that each subcontractor of any contractor who is a party to such Construction Agreement shall be required to furnish similar workers' compensation insurance.
- **4.6. Right of Entry and Inspection.** The Lender and its representatives and agents, upon reasonable notice to the City, have the right to enter upon the Pledged Site and inspect the Pledged Facilities from time to time during construction and at any other time during the Contract term. The City will cause any contractor or subcontractor to cooperate with any of those parties and agents during any inspection. Any inspection under this Section is made only for the Lender's benefit.
- **4.7. Completion of Construction.** When the construction of the Pledged Facilities has been completed to the City's satisfaction, the City will promptly pre-

pare and deliver a certificate to that effect to the Lender (the "Completion Certificate"), stating that (a) the Project has been completed and (b) there are no mechanic's or other liens against the Project for labor or materials furnished in connection therewith. The City may then use any remaining portion of the Amount Advanced on deposit in the Project Fund not needed to pay remaining Project Costs for any lawful purpose not in conflict with the City's obligations under Section 7.1(i) or may be used for prepayment as provided in Section 2.4(b).

**4.8. Cooperation.** The Lender and the City will cooperate fully with each other in filing any claim or proof of loss with respect to any bond or insurance policy described in this Contract. So long as no Event of Default has occurred and is continuing under this Contract, neither the Lender or the City may voluntarily settle, or consent to the settlement of, any proceeding arising out of any claim with respect to the Project or the Pledged Facilities without the other's written consent.

#### ARTICLE V TITLE; LIENS

**5.1. Title.** Title to the Mortgaged Property and any and all additions, repairs, replacements or modifications thereto will at all times be in the City, subject to the lien of the Deed of Trust and to the Permitted Encumbrances. Simultaneously with the execution and delivery of this Contract, the City will deliver to the Lender the Deed of Trust in form mutually satisfactory to the Lender and the City, and will cause the Deed of Trust to be recorded in the Office of the Register of Deeds of Orange County, North Carolina.

#### **5.2.** Encumbrance, Mortgage or Pledge of Mortgaged Property.

- (a) The City will not directly or indirectly create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, encumbrance or claim on or with respect to the Mortgaged Property (or any portion), except Permitted Encumbrances. The City will promptly, at its own expense, take such action as may be appropriate to discharge any such mortgage, pledge, lien, charge, encumbrance or claim not excepted above which it has created, incurred or suffered to exist.
- (b) The City may, at its own expense and in its own name, in good faith contest any lien or claim as described in (a) above. In the event of a contest, the City

may permit the lien or claim to remain unpaid during the period of the contest and any appeal. If, however, the Lender notifies the City that, in the opinion of independent counsel selected by the Lender, the security afforded pursuant to this Contract or the Deed of Trust will be materially endangered by nonpayment of the lien or claim, then the City must promptly pay those items (but the payment will not in itself constitute a waiver of the right to continue to contest the charges). The Lender will cooperate fully with the City in any contest, upon the request and at the expense of the City.

(c) The City will reimburse the Lender for any expense incurred by it in order to discharge or remove any lien or claim, together with interest thereon at the annual rate of 7.00%.

# ARTICLE VI CONDEMNATION OR LOSS OF TITLE; USE OF NET PROCEEDS

- **6.1. Damage, Destruction or Condemnation.** The City will promptly notify the Lender in writing if
- (a) the Mortgaged Property (or any portion) is destroyed or damaged by fire or other casualty;
- (b) any governmental authority takes, or notifies the City of any intent to take, title to, or the temporary or permanent use of the Mortgaged Property (or any portion), or the estate of the City or the Lender in the Mortgaged Property (or any portion), under the power of eminent domain;
- (c) a material defect in the construction of the Pledged Facility becomes apparent; or
- (d) title to or the use of all or any portion of the Mortgaged Property is lost by reason of a defect in title;

and if the City estimates that any loss or casualty as described in this Section will either cost \$100,000 or more to remedy or will result in a remedial payment (including an insurance payment) to the City of \$100,000 or more, as the case may be.

Each notice must describe generally the nature and extent of the damage, destruction or taking. The City will provide any additional information concerning the matter as the Lender may reasonably request.

The City will file its claims under insurance coverages and claims for awards or payments in the nature of condemnation awards resulting from any such damage, destruction or taking. The City will prosecute all such claims for such awards or payments in good faith and with due diligence. Any Net Proceeds received by the City will be used as provided in Section 6.2.

#### 6.2. Security Interest in Net Proceeds; Deposit and Disbursement.

- (a) If the Net Proceeds arising from any single event, or any single series of related events, is not more than \$100,000, then the City has no obligation to account to the Lender or any other person or entity with respect to the use of those Net Proceeds. The City, however, acknowledges that its use of the funds may be constrained by the requirements of the Code and the City's obligations under Section 7.1(k).
- (b) If the amount of Net Proceeds received by the City from any single event or any single series of related events is more than \$100,000, then the City grants a security interest in the Net Proceeds to the Lender to secure the City's obligations under this Contract, subject to the further provisions of this Section. This Contract is intended as and constitutes a security agreement with respect to this security interest. All Net Proceeds remain subject to the security interest provided for in this subsection until expended in compliance with this Contract.
- (c) If the amount of Net Proceeds received by the City from any single event or any single series of related events is more than \$100,000 but less than \$1,000,000, the City will retain the Net Proceeds and promptly apply those amounts toward the repair or restoration of the Mortgaged Property, to the extent that can be accomplished with those amounts.
- (d) If the amount of Net Proceeds received by the City from any single event or any single series of related events is at least \$1,000,000, the City will cause those Net Proceeds to be paid to an escrow agent (which must be a bank, trust company or similar entity exercising fiduciary responsibilities and reasonably acceptable to the Lender) for deposit in a special escrow fund to be held by the escrow agent and

disbursed by the escrow agent pursuant to requisitions in form and substance reasonably acceptable to the Lender. The City will then promptly apply those amounts toward the repair or restoration of the Mortgaged Property, to the extent that can be accomplished with those amounts.

- (e) In the case of any use of Net Proceeds for repair or restoration, the City must act with due diligence and in a commercially reasonable manner to provide for the repair and restoration. After the City has finished applying Net Proceeds to repair or restoration, the City will promptly provide the Lender a written account regarding the use of those Net Proceeds. If the Net Proceeds are insufficient to pay in full the cost of any repair or restoration of the Mortgaged Property, subject to the appropriation of funds, the City will complete the work and pay any cost in excess of the amount of Net Proceeds, in all events subject to the limitations of Article XII. The City agrees that if by reason of any such insufficiency of Net Proceeds the City makes any payments pursuant to the provisions of this Section 6.2, the City is not entitled to any reimbursement therefor from the Lender or to any reduction in Installment Payments then due or thereafter coming due.
- (f) In any event, the City may apply any Net Proceeds toward the prepayment of the Amount Advanced subject to the terms of Section 2.4(c). This provision does not give the City any right to prepay, as to the time, amount or price of prepayment, beyond those described in Section 2.4(c).
- (g) The City is not entitled to any reimbursement of any supplemental funds it provides under this subsection, nor is the City entitled to any postponement or diminution of its obligation to make Contract Payments as a result of any contribution. Any repair or replacement paid for in whole or in part out of Net Proceeds will be the City's property and will be part of the Mortgaged Property.

# ARTICLE VII CITY'S WARRANTIES, REPRESENTATIONS AND COVENANTS

**7.1. By the City, Generally.** The City makes the following statements of fact, with the understanding and intent that the Lender will rely on these statements in making its decision to enter into this Contract:

- (a) The City is a duly organized and validly existing municipal corporation of the State. The City has all powers necessary to enter into the transactions contemplated by this Contract and the Deed of Trust, and to carry out its obligations under those instruments.
- (b) The City will take no action that would adversely affect its existence as a municipal corporation in good standing in the State.
- (c) The City has duly and validly authorized, executed and delivered this Contract and the Deed of Trust. Assuming due authorization, execution and delivery thereof by the other parties, this Contract and the Deed of Trust constitute valid, legal and binding obligations of the City, enforceable (in the case of the Deed of Trust, by the Deed of Trust Trustee and the Lender) in accordance with their respective terms, subject to bankruptcy, insolvency and other similar laws affecting the enforcement of creditors' rights generally and such principals of equity as a court having jurisdiction may impose.
- (d) The City requires no further approval or consent from any governmental authority with respect to the City's entering into or performing under this Contract or the Deed of Trust.
- (e) No City representation, covenant or warranty in this Contract is false or misleading in any material respect.
- (f) The City Council resolutions relating to the City's authorization and performance of this Contract, the Deed of Trust, and the transactions contemplated in those documents have been duly adopted, are in full force and effect, and have not been in any material respect modified, revoked or rescinded.
- (g) The City reasonably expects that the Project can be completed for a total price within the total amount of funds to be available from the Amount Advanced, income anticipated to be derived from the investment of those funds in the Project Fund, and other funds expected to be available for the intended purpose. The City will pay any excess costs, with no resulting reduction or offset in the amounts otherwise payable by the City.
- (h) The City reasonably believes funds will be available to satisfy all its obligations under this Contract.

- (i) The Pledged Facilities have been designed and constructed so as to comply with all applicable subdivision, building and zoning ordinances and regulations, if any, and any and all applicable federal and State standards and requirements relating to the Pledged Facilities. The City has complied with all required public bidding and related procedures regarding the acquisition and construction of the Pledged Facilities.
- (j) The Pledged Facilities have not been and will not be used in any private business or put to any private business use.
- (k) The City will not take or permit, or omit to take or cause to be taken, any action that would cause its obligations under this Contract to be "arbitrage bonds" or "private activity bonds" within the meaning of the Code, or otherwise adversely affect the exclusion from gross income for federal income tax purposes of the designated interest component of Installment Payments to which those components would otherwise be entitled and, if it should take or permit, or omit to take or cause to be taken, any such action, the City will take or cause to be taken all lawful actions within its power necessary to rescind or correct such actions or omissions promptly upon having knowledge thereof.
- (l) The City has determined to undertake the Project after extensive consideration of the City's needs and responsibilities, and consideration of alternative means of carrying out those responsibilities.
- (m) The City will furnish to the Lender (a) current audited financial statements in reasonable detail, with supporting schedules (the "Audit"), as soon as practicable after the City's acceptance thereof and in any case within 360 days after the end of each fiscal year, which may be in electronic .PDF format. To satisfy this requirement, the City may email to the Lender a link to the posted Audit as it appears on the MSRB's "EMMA" website. The City shall send the electronic Audit copy or EMMA link to the following email address (or such other address as the Lender supplies to the City in writing): <a href="mailto:publicfinance@websterbank.com">publicfinance@websterbank.com</a>, and (b) at the Lender's request, the City's annual budget as submitted or approved. The City further agrees that it will permit the Lender or its agents and representatives to inspect the City's books and records and make extracts therefrom at the Lender's own expense during regular business hours and in a manner that will not disrupt the City's normal business routine. The City shall furnish to the Lender such other financial in-

formation as the Lender may reasonably request. If the Audit is not available within 360 days of fiscal year end, the City will furnish unaudited financial statements to the Lender in the manner described in this paragraph within such period, and will then supply the Audit immediately upon its availability. The City represents and warrants to and covenants with the Lender that, to the best of its knowledge, all financial statements which have been or may be delivered to the Lender fairly and accurately reflect the City's financial condition and there has been and will be no material adverse change in the City's financial condition as reflected in the financial statements since the date of the most recent information supplied.

- (n) The City is the owner in fee of title to the Mortgaged Property. No lien or encumbrance on the Mortgaged Property materially impairs the City's use of the Pledged Facilities for the purposes for which it is, or may reasonably be expected to be, held. Title to the Mortgaged Property is and shall remain in the City, subject to the rights of the Lender hereunder and under the Deed of Trust and the other Permitted Encumbrances.
- (o) The City will obtain or cause to be obtained all licenses, permits and other approvals of any other governmental entity having jurisdiction over the City or the Pledged Facilities that are necessary for the construction and operation of the Pledged Facilities.
- (p) The funds in the Project Fund and investment earnings thereon will be used only for the purposes permitted in this Contract.
- (q) The Pledged Facilities will be a structurally sound building which will comply with all applicable building and design codes and the City's requirements.
- (r) The Pledged Site is not subject to any dedication, easement, right of way, reservation in patent, covenant, condition, restriction, lien or encumbrance which would prohibit or materially interfere with the construction of the Project on the Pledged Site as contemplated by this Contract.
- (s) All taxes, assessments or impositions of any kind with respect to the Pledged Site and the Pledged Facilities, except current taxes, have been paid in full.
- (t) The Pledged Site is properly zoned for the purposes of the Project to be constructed on the Pledged Site.

(u) The City has not made, done, executed or suffered, and warrants that it will not make, do, execute or suffer, any act or thing whereby the City's interests in the Pledged Facilities and in any property now or hereafter included in the Project constructed on the Pledged Site shall be or may be impaired, changed or encumbered in any manner whatsoever except as permitted by this Contract.

### 7.2. City's Undertakings as to Environmental Matters.

- (a) The City makes the following statements of fact, with the understanding and intent that the Lender will rely on these statements in making its decision to enter into this Contract.
- (i) The City has no knowledge (A) that any industrial use has been made of the Mortgaged Property, (B) that the Mortgaged Property has been used for the storage, treatment or disposal of chemicals or any wastes or materials that are classified by federal, State or local laws as hazardous or toxic substances, (C) that any manufacturing, landfilling or chemical production has occurred on the Mortgaged Property, or (D) that there is any asbestos or other contaminant on, in or under the Mortgaged Property.
- (ii) To the City's knowledge, the Mortgaged Property is in compliance with all federal, State and local environmental laws and regulations. The City will keep the Mortgaged Property, and the activities at the Mortgaged Property, in compliance with all environmental laws, rules, and regulations. The City will, in a timely manner, take all lawful action necessary to maintain such compliance or to remedy any lack of compliance.
- (iii) The City will use and maintain hazardous materials or substances on the Mortgaged Property only for the routine maintenance and operation of the Mortgaged Property. The City will maintain these materials or substances only in appropriate quantities for these purposes, and will use them only in substantial compliance with label instructions and all State and federal environmental laws, rules and regulations. The City will not use the Mortgaged Property (A) for the manufacture, transport, process, storage, treatment or disposal of chemicals or any wastes or materials that are classified by federal, State or local laws as hazardous or toxic substances, or (B) for any industrial, manufacturing or landfilling use or for any chemical production.

- (iv) The City will promptly notify the Lender of any change in the nature or extent of any hazardous materials, substances or wastes maintained on, in or under the Mortgaged Property or used in connection therewith. The City will promptly send to the Lender copies of any citations, orders, notices or other material governmental or other communication received with respect to any other hazardous materials, substances, wastes or other environmentally regulated substances affecting the Mortgaged Property.
- (b) To the extent permitted by law, the City will indemnify and hold the Lender and the Deed of Trust Trustee harmless from and against (i) any and all damages, penalties, fines, claims, liens, suits, liabilities, costs (including cleanup costs), judgments and expenses (including attorneys', consultants' or experts' fees and expenses) of every kind and nature suffered by or asserted against the Lender or the Deed of Trust Trustee as a direct or indirect result of any warranty or representation made by the City in subsection (a) being false or untrue in any material respect, or (ii) any requirement under any law or regulation which requires the elimination or removal of any hazardous materials, substances, wastes or other environmentally regulated substances by the Lender, the City or any transferee or assignee of the City or the Lender.
- (c) The City's obligations under this Section will continue in effect not-withstanding satisfaction of the Obligations (as defined in the Deed of Trust), fore-closure under the Deed of Trust, or delivery of a deed in lieu of foreclosure.

# ARTICLE VIII INDEMNIFICATION

To the extent permitted by law, the City will indemnify, protect and save

- (a) the Deed of Trust Trustee,
- (b) the Lender and its officers, employees, and directors, and
- (c) the LGC's members and employees,

in all cases harmless from all liability and losses, including expenses and legal fees, expenses and costs, arising out of, connected with, or resulting directly or indirectly

- (A) from actions by the City and its representatives relating to the Mortgaged Property or the transactions contemplated by this Contract, including without limitation the possession, condition, installation, construction or use of the Mortgaged Property; or
- (B) as a result of any warranty or representation made by the City in Section 7.2 being false or untrue in any material respect, or any requirement under any law or regulation which requires the elimination or removal of any hazardous materials, substances, wastes or other environmentally regulated substances by the Lender, the City or any transferee or assignee of the City or the Lender.

The City has no obligation to indemnify any indemnified party for the gross negligence or intentional misconduct of the indemnified party or any of its employees or representatives. The City's obligation to provide indemnification under this Article continues even after there is no longer any outstanding principal balance of the Amount Advanced and extends to any successor to the Lender. The parties intend that the LGC is a third-party beneficiary of the City's obligations under this Article VIII.

# ARTICLE IX DISCLAIMER OF WARRANTIES

The City acknowledges as follows:

- (a) that the Lender has not designed the Pledged Facilities;
- (b) that the Lender has not supplied any plans or specifications with respect to the Pledged Facilities;
- (c) that the Lender is not a manufacturer of, nor a dealer in, any of the component parts of the Pledged Facilities or similar facilities;
- (d) that the Lender has not made any recommendation, given any advice nor taken any other action with respect to (i) the choice of any supplier, vendor or designer of, or any other contractor with respect to, the Pledged Facilities or any component part thereof or any property or rights relating thereto, or (ii) any action

taken or to be taken with respect to the Pledged Facilities or any component part thereof or any property or rights relating thereto at any stage of the construction thereof;

- (e) that the Lender has not at any time had physical possession of the Pledged Facilities or any component part thereof or made any inspection thereof or any property or rights relating thereto;
- (f) that the Lender has not made any warranty or other representation, express or implied, that the Pledged Facilities or any component part thereof or any property or rights relating thereto (i) will not result in or cause injury or damage to persons or property, (ii) has been or will be properly designed, or will accomplish the results which the City intends therefor, or (iii) is safe in any manner or respect.

THE LENDER MAKES NO EXPRESS OR IMPLIED WARRANTY OR REPRESENTATION OF ANY KIND WHATSOEVER WITH RESPECT TO THE MORTGAGED PROPERTY OR THE PLEDGED FACILITIES OR ANY COMPONENT PART THEREOF, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE MERCHANTABILITY OR THE FITNESS OR SUITABILITY THEREOF FOR ANY PURPOSE, and further including the design or condition thereof; the safety, workmanship, quality or capacity thereof; compliance thereof with the requirements of any law, rule, specification or contract pertaining thereto; any latent defect; the ability of the Pledged Facilities to perform any function; that the Amount Advanced will be sufficient to pay all Project Costs; or any other characteristic of the Pledged Facilities; it being agreed that the City is to bear all risks relating to the Pledged Facilities, the completion thereof or the transactions contemplated by this Contract or by the Deed of Trust, and the City waives the benefits of any and all implied warranties and representations of the Lender.

The provisions of this Article will survive the Contract's termination.

## ARTICLE X DEFAULT AND REMEDIES

- **10.1. Events of Default.** An "Event of Default" is any of the following:
- (a) The City fails to make any Installment Payment when due.

- (b) The occurrence of an Event of Nonappropriation.
- (c) The City's failure to maintain insurance as required under Section 3.9 for a period of ten days.
- (d) The City breaches or fails to perform or observe any term, condition or covenant of this Contract or the Deed of Trust on its part to be observed or performed, other than as referred to in subsections (a), (b) or (c) above, including payment of any Additional Payment, for a period of 30 days after written notice specifying the failure and requesting that it be remedied has been given to the City (by any person or entity), unless the Lender agrees in writing to an extension of such time prior to its expiration; provided, however, that if the failure stated in the notice cannot reasonably be corrected within the applicable period and the City institutes corrective action within the applicable period, no Event of Default will be deemed to have occurred so long as the City diligently pursues the corrective action.
- (e) Proceedings under any bankruptcy, insolvency, reorganization or similar law are instituted by or against the City as a debtor, or a receiver, custodian or similar officer is appointed for the City or any of its property.
- (f) Any lien, charge or encumbrance (other than Permitted Encumbrances) prior to or affecting the validity of the Deed of Trust is found to exist, or proceedings are instituted to enforce any lien, charge or encumbrance against the Mortgaged Property and such lien, charge or encumbrance would be prior to the lien of the Deed of Trust.
- **10.2. Remedies on Default.** Upon the occurrence and during the continuation of any Event of Default, the Lender may, without any further demand or notice, exercise any one or more of the following remedies:
- (a) Declare the unpaid principal components of the Installment Payments, and the accrued interest thereon, immediately due and payable;
- (b) Proceed by appropriate court action to enforce performance by the City of the applicable covenants of this Contract or the Deed of Trust or to recover for the breach thereof; and

(c) Avail itself of all available remedies under the Deed of Trust, including foreclosure on the Mortgaged Property and recovery of legal fees and other expenses, and of all other remedies available at law or in equity.

The Lender's exercise of remedies is subject to the limitations set forth in Article XII.

**10.3. No Remedy Exclusive; Delay Not Waiver.** All remedies under this Contract are cumulative and may be exercised concurrently or separately. The exercise of any one remedy will not be deemed an election of such remedy or preclude the exercise of any other remedy. If any Event of Default occurs and is thereafter waived, such waiver will be limited to the particular breach so waived and will not be deemed a waiver of any other breach under this Contract.

# ARTICLE XI ASSIGNMENTS

- **11.1. City's Assignments.** The City may not sell or assign any interest in this Contract without the Lender's prior written consent.
- 11.2. Lender's Assignment. The Lender may, at any time and from time to time, assign all or any part of its interest in the Mortgaged Property or this Contract, including, without limitation, the Lender's rights to receive Installment Payments. Any assignment made by the Lender or any subsequent assignee must not purport to convey any greater interest or rights than those held by the Lender pursuant to this Contract.

The City agrees that this Contract may become part of a pool of obligations at the Lender's or its assignee's option. The Lender or its assignees may assign or reassign all or any part of this Contract, including the assignment or reassignment of any partial interest through the use of certificates evidencing participation interests in this Contract. Any assignment by the Lender may be only to an affiliate, a bank, an insurance company, or similar financial institution or any other entity approved by the LGC. Notwithstanding the foregoing, no assignment or reassignment of the Lender's interest in the Mortgaged Property or this Contract will be effective unless and until the City receives a duplicate original counterpart of the document by which such assignment or reassignment is made disclosing the name and address of each such assignee.

The City further agrees that the Lender's interest in this Contract may be assigned in whole or in part upon terms which provide in effect that the assignor or assignee will act as a collection and paying agent for any holders of certificates of participation in this Contract, provided (a) the City receives a copy of the agency contract, and (b) the collection and paying agent agrees to maintain for the full remaining term of this Contract a written record of each assignment and reassignment of the certificates of participation.

The Lender covenants that any disclosure document circulated by it or an assignee in connection with the sale of the Lender's rights under this Contract will contain a statement to the effect that the City has not reviewed and is not responsible for the disclosure document. The Lender covenants to defend, indemnify and hold harmless the City and its officers, employees and agents against any and losses, claims, damages or liabilities, joint or several, including fees and expenses incurred in connection therewith, to which such indemnified party may become subject on account of any statement included in a disclosure document, or that fails to be included in a disclosure document, unless the City has expressly approved the use of such disclosure document.

The City agrees to execute any document reasonably required in connection with any assignment. Any assignor must provide notice of any assignment to the City, and the City will keep a complete and accurate record of all assignments as required by the Code. After the giving of any notice, the City will thereafter make all payments in accordance with the notice to the assignee named therein and will, if so requested, acknowledge the assignment in writing, but the acknowledgment will in no way be deemed necessary to make the assignment effective.

Notwithstanding any of the foregoing, in no event will the City ever be required to make Installment Payments to more than one person or entity on any Payment Date.

# ARTICLE XII CITY'S LIMITED OBLIGATION

Notwithstanding any other provision of this Contract, the parties intend that this transaction comply with North Carolina General Statutes Section 160A-20. No

deficiency judgment may be entered against the City in violation of such Section 160A-20.

No provision of this Contract should be construed or interpreted as creating a pledge of the City's faith and credit within the meaning of any constitutional debt limitation. No provision of this Contract should be construed or interpreted as an illegal delegation of governmental powers or as an improper donation or lending of the City's credit within the meaning of the North Carolina constitution. The City's taxing power is not and may not be pledged directly or indirectly or contingently to secure any moneys due under this Contract.

No provision of this Contract will be construed to pledge or to create a lien on any class or source of the City's moneys (other than the Amount Advanced and any Net Proceeds), nor will any provision of this Contract restrict the City's future issuance of any of its bonds or other obligations payable from any class or source of the City's moneys (except to the extent the this Contract and the Deed of Trust restrict the incurrence of additional obligations secured by the Mortgaged Property).

To the extent of any conflict between this Article and any other provision of this Contract, this Article takes priority. Nothing in this Article is intended to impair or prohibit foreclosure of the Deed of Trust upon occurrence of an Event of Default under this Contract or the Deed of Trust.

# ARTICLE XIII ADDITIONAL PROVISIONS

#### 13.1. Notices.

- (a) Any communication provided for in this Contract must be in English and must be in writing. "Writing" includes electronic mail but does not include facsimile transmission.
- (b) For the purposes of this Contract, any communication sent by electronic mail will be deemed to have been given on the date the communication is similarly acknowledged by a City Representative (in the case of the City) or other authorized representative (in the case of any other party). No such communication will be deemed given or effective without such an acknowledgment.

- (c) Any other communication under this Contract will be deemed given on the delivery date shown on a United States Postal Service certified mail receipt, or a delivery receipt (or similar evidence) from a national commercial package delivery service, if addressed as follows:
  - (i) if to the City, to City of Mebane City Manager, Re: Notice under 2024 Lake Michael Dam Spillway Financing Documents, City Hall, 106 E. Washington St., Mebane, NC 27302
  - (ii) if to the Lender, to Webster Bank, National Association, Public Sector Finance, Attn: Notice Regarding Mebane (NC) 2024 Financing, 360 Lexington Ave, 5th Floor, New York, NY 10017
- (d) Any addressee may designate additional or different addresses for communications by notice given under this Section to each of the others.
- (e) Whenever this Contract requires the giving of a notice, the person entitled to receive the notice may waive the notice, in writing. The giving or receipt of the notice will then not be a condition to the validity of any action taken in reliance upon the waiver.
- **13.2. Non-Business Days.** If the date for making any payment or the last day for performance of any act or the exercising of any right is not a Business Day, the payment may be made or act performed or right exercised on or before the next succeeding Business Day. For this Contract and the Deed of Trust, a "Business Day" is any day on which banks in the State are not by law authorized or required to remain closed.
- **13.3. Governing Law.** The parties intend that North Carolina law will govern this Contract and all matters of its interpretation. To the extent permitted by law, the parties agree that any action brought with respect to this Contract must be brought in the North Carolina General Court of Justice in Alamance County, North Carolina.
- **13.4. Severability.** If any provision of this Contract is determined to be unenforceable, that will not affect any other provision of this Contract.

- **13.5. Amendments**. This Contract may not be modified or amended unless the amendment is in writing and signed by the City and the Lender and approved by the LGC.
- **13.6. Binding Effect.** Subject to the specific provisions of this Contract, this Contract will be binding upon and inure to the benefit of and be enforceable by the parties and their respective successors and assigns.
- **13.7. Third-Party Beneficiaries.** The Deed of Trust Trustee and the LGC are the only parties intended as third-party beneficiaries of this Contract.
- **13.8. Time.** Time is of the essence of this Contract and each and all of its provisions.
- 13.9. Limitation on Liability of Officers and Agents. No officer, agent or employee of the City, of the LGC or the Lender will be subject to any personal liability or accountability because of the execution of this Contract or any other documents related to the transactions contemplated by this Contract. Such officers, agents or employees will be deemed to execute such documents in their official capacities only, and not in their individual capacities. This Section will not relieve any officer, agent or employee from the performance of any official duty provided by law.
- **13.10. Role of Lender.** The Lender has not acted and will not act as a fiduciary for the City or as the City's agent or municipal advisor. The Lender has not and will not provide financial, legal, tax, accounting or other advice to the City or to any financial advisor or placement agent engaged by the City with respect to this Contract. The City, its financial advisor, placement agent or municipal advisor, if any, shall each seek and obtain its own financial, legal, tax, accounting and other advice with respect to this Contract from its own advisors (including as it relates to structure, timing, terms and similar matters).
- **13.11. Counterparts.** This Contract may be executed in several counterparts, including separate counterparts. Each will be an original, but all of them together constitute the same instrument.
- **13.12. Participation of Contract from the Lender to Affiliate.** The Lender hereby notifies the City, and the City hereby acknowledges such notification, that simultaneously with the execution and delivery of this Contract, the Lender will en-

ter into a participation agreement with an affiliate, whereby the Lender will sell to such affiliate a 100% participation interest in this Contract at par. The Lender will continue to service this Contract and collect all Installment Payments and payment of any prepayment hereunder.

- **13.13. Definitions.** Unless the context clearly requires otherwise, capitalized terms used in this Contract and not otherwise defined have the meanings set forth in Exhibit A.
- **13.14. Entire Agreement.** This Contract, together with the Deed of Trust, constitutes the City's entire agreement with the Lender with respect to its general subject matter.

[The remainder of this page has been left blank intentionally.]

**IN WITNESS WHEREOF,** the City and the Lender have caused this instrument to be executed as of the day and year first above written by duly authorized officers.

ATTEST:	(SEAL)	CITY OF MEBANE, NORTH CAROLINA		
		By:		
Stephanie	e W. Shaw	Preston Mitchell		
City Clerk		Interim City Manager		
	W	EBSTER BANK, NATIONAL ASSOCIATION		
		Ву:		
		Kevin C. King		
		Senior Managing Director		
This contract has be the provisions of Artic the General Statutes o Jennifer Wimmer Deputy Secretary, Nor Local Government Con	cle 8, Chapter 15 f North Carolina th Carolina	9 of		
By				
[Installment Financing	g Contract dated	as of August 14, 2024]		
Exhibits –				
A - Definition				
R - Payment	schedule			

### **EXHIBIT A – Definitions**

For all purposes of this Contract, unless the context requires otherwise, the following terms have the following meanings:

"Additional Payments" means any amounts payable by the City as a result of its obligations under this Contract or the Deed of Trust (other than the City's obligation to pay Installment Payments). This includes any of the Lender's expenses (including attorneys' fees) in prosecuting or defending any action or proceeding in connection with this Contract and any taxes or any other expenses, including, but not limited to, the Lender's administrative or legal costs, licenses, permits, state and local sales and use or ownership taxes or property taxes that the Lender is required to pay as a result of this Contract (together with interest that may accrue on any of the above if the City fails to pay the same, as set forth in this Contract).

"Amount Advanced" has the meaning assigned in Article I.

"City Council" means the City's governing city council, or any successor to its functions, as from time to time constituted.

"City Representative" means the City Manager, City finance officer or any other person or persons at the time designated, by a written certificate furnished to the Lender and signed on the City's behalf by the City Manager or City's Mayor, to act on the City's behalf for the purpose of performing any act (or any specified act) under this Contract, including disbursement of moneys from the Project Fund.

"Closing Date" means the date on which this Contract is first executed and delivered by the parties, and the Amount Advanced is disbursed by the Lender to the City, which the parties expect to be on or about August 14, 2024.

"Code" means the Internal Revenue Code of 1986, as amended, including regulations, rulings and revenue procedures promulgated thereunder or under the Internal Revenue Code of 1954, as amended, as applicable to the City's obligations under this Contract. Reference to any specific Code provision will be deemed to include any successor provisions thereto.

"Construction Agreement" means any agreement between the City and any other person or entity related to any part of the construction of the Pledged Facilities, including contracts for site preparation and related work.

"Contract Payments" means Installment Payments and Additional Payments.

"Deed of Trust" means the Deed of Trust and Security Agreement, dated as of August 14, 2024, from the City to a deed of trust trustee for the benefit of the Lender and its assigns, as it may be duly amended or supplemented.

"Event of Default" means one or more events of default as defined in Section 10.1.

"Event of Nonappropriation" means a failure or refusal by the City Council to include funds for Contract Payments in the City's budget for any Fiscal Year, or any reduction or elimination of an appropriation for Contract Payments, all as further described in Section 2.6.

"Fiscal Year" means the City's fiscal year beginning July 1, or such other fiscal year as the City may later lawfully establish, and also includes the period between the Closing Date and June 30, 2025.

"Installment Payments" means the payments payable by the City pursuant to Section 2.1.

"LGC" means the North Carolina Local Government Commission, or any successor to its functions.

"Mortgaged Property" has the meaning assigned in the Deed of Trust, and generally includes the Pledged Site and the Pledged Facilities.

"Net Proceeds" means all payments and proceeds derived from claims made on account of insurance coverages required under this Contract, any condemnation award arising out of the condemnation of all or any portion of the Mortgaged Property, payments on any bonds required by Section 4.2, any amounts recovered from any contractor on an action for default or breach, as described in Section 4.2, proceeds of title insurance related to the Mortgaged Property, or any sale of the Pledged Facilities, or any amounts received in lieu or in settlement of any of the foregoing, in any case re-

duced by the sum of all amounts expended by the City or the Lender (including legal fees and costs) (i) to collect the gross proceeds or (ii) to remedy the event giving rise to the proceeds, all of which amounts will be paid or reimbursed from the gross proceeds.

"Payment Date" means each February 1 and August 1, beginning February 1, 2025.

"Permitted Encumbrances" means, as of any particular time, (a) the encumbrances on the City's title to the Mortgaged Property that are stated on Exhibit B to the Deed of Trust, (b) liens for taxes and assessments not then delinquent, or liens which may remain unpaid pursuant to Section 3.8, (c) the Deed of Trust, (d) any lien or encumbrance which is made by its terms expressly subordinate to the lien of the Deed of Trust, and (e) easements and rights-of-way granted by the City pursuant to Section 2-3 of the Deed of Trust.

"Pledged Facilities" has the meaning ascribed to that term in the Deed of Trust, and generally includes the City's Lake Michael Park property.

"Pledged Site" has the meaning ascribed to that term in the Deed of Trust, and generally includes the real property upon which the Pledged Facilities are located.

"Prime Rate" means the interest rate so denominated and set by Webster Bank, National Association (whether or not that Bank, or any of its affiliates, is at any time the counterparty under this Agreement) as its "Prime Rate," as in effect from time to time.

"Project" has the meaning ascribed to that term in the recitals to this Contract.

"Project Costs" means all capital costs of the Project as determined in accordance with generally accepted accounting principles and that will not adversely affect the exclusion from gross income for federal income tax purposes of the designated interest component of Installment Payments payable under this Contract, including (a) sums required to reimburse the City or its agents for advances made for any such costs, and (b) all costs related to the financing of the Project through this Contract and the granting of the Deed of Trust, and all related transactions, including the cost of title insurance, filing and recording costs.

"Project Fund" means the "City of Mebane, North Carolina 2024 Project Fund" established by the City pursuant to Section 1.1.

"State" means the State of North Carolina.

All references in this Contract to designated "Sections" and other subdivisions are to the designated sections and other subdivisions of this Contract. The words "hereof" and "hereunder" and other words of similar import refer to this Contract as a whole and not to any particular Section or other subdivision unless the context indicates otherwise. Words importing the singular number will include the plural number and vice versa. The use of the term "including" should be understood to mean "including, but not limited to." For any referenced interest rate for which a convention is not otherwise prescribed, that interest will be calculated on the basis of a 360-day year consisting of twelve 30-day months.

### **EXHIBIT B - Schedule of Installment Payments**

Principal is payable in the amounts and on the dates as shown below, subject to prepayment as provided in this Contract. Interest is payable on each February 1 and August 1, beginning February 1, 2025. The final maturity of the financing is August 1, 2044.

Each portion of the Amount Advanced will bear interest from the Closing Date until paid. Interest is calculated at the annual rate of 4.44%, subject to adjustment as provided in this Contract. Interest will be calculated based on a 360-day year consisting of twelve 30-day months. The schedule below shows the expected interest payment amounts.

Payment Date	Principal (\$)	Interest (\$)	Total Payment(\$)
[To come]			

Prepared by and return after recording to:

Robert M. Jessup Jr. Sanford Holshouser LLP 209 Lloyd St., Suite 350 Carrboro, NC 27510

STATE OF NORTH CAROLINA	)	The collateral is or includes fixtures.
	)	
ORANGE COUNTY	)	This Deed of Trust secures future advances.

PINs:

Brief description: Lake Michael Park, Mebane (Orange County)

THIS DEED OF TRUST AND SECURITY AGREEMENT (this "Deed of Trust") is dated as of August 14, 2024, and is granted by the CITY OF MEBANE, NORTH CAROLINA, a municipal corporation of the State of North Carolina (the "City"), to Kevin C. King, as trustee (the "Deed of Trust Trustee"), for the benefit of WEBSTER BANK, NATIONAL ASSOCIATION (together with its successors and assigns, the "Lender").

### **Introduction**

The Lender is advancing [\$7,500,000] to the City under an Installment Financing Contract dated as of August 14, 2024 (the "Financing Contract"), between the City and the Lender. The City will use these funds, together with other available funds, to carry out a plan to design, acquire, construct and finance a new spillway for the dam at Lake Michael Park.

The Lender requires the City to secure its obligations under the Financing Contract by this conveyance of the real property located at Lake Michael Park, as described in Exhibit A, and the other "Mortgaged Property," as defined below.

The Mortgaged Property includes the property described in Exhibit A. The City is the record owner of the property described in Exhibit A.

This Deed of Trust is given to secure current advances under the Financing Contract of [\$7,500,000] as well as potential future advances as described in Section 1.3. The time during which the future advances may be made is 20 years from August 14, 2024. The current scheduled date for final repayment under the Financing Contract is on or about \_\_\_\_\_\_\_, 2044.

#### NOW, THEREFORE,

- (1) in consideration of the execution and delivery of the Financing Contract and other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge,
- (2) to secure the City's performance of all its covenants under this Deed of Trust and under the Financing Contract, including the repayment of amounts advanced under the Financing Contract, and
- (3) to charge the Mortgaged Property with this payment and performance, the City sells, grants and conveys to the Deed of Trust Trustee, his successors and assigns forever, in trust, with power of sale, the following (collectively, the "Mortgaged Property"):
- (a) the property described in Exhibit A and any real property later acquired by the City in exchange for, or in consideration of the exchange of, or with the proceeds from any disposition of, all or any part of any property described in this paragraph, and in all cases together with all easements, rights, rights-of-way and appurtenances belonging to any of that property (collectively, the "Pledged Site"); and
- (b) all buildings and other improvements and fixtures (including any "Fixtures," as defined in Section 1-4) now or later attached to or used in or on those improvements or the Pledged Site, including (i) all renewals, replacements, and additions, (ii) all articles in substitution, (iii) all building materials for construction,

improvement, modification or repair of improvements upon their delivery to the Pledged Site, and (iv) all proceeds of all the foregoing in whatever form resulting from the loss or disposition of the foregoing, including all proceeds of and unearned premiums for any insurance policies covering the Pledged Site and the improvements, proceeds of title insurance and payments related to the exercise of condemnation or eminent domain authority, and all judgments or settlements in lieu of any of the foregoing (collectively, the "Pledged Facilities");

**TO HAVE AND TO HOLD** the Mortgaged Property with all privileges and appurtenances belonging thereto, to the Deed of Trust Trustee, his successors and assigns forever, upon the trusts, terms and conditions and for the purposes set out below, in fee simple in trust;

**SUBJECT, HOWEVER,** to the existing encumbrances described in Exhibit B;

BUT THIS CONVEYANCE IS MADE UPON THIS SPECIAL TRUST: if the City pays and satisfies its "Obligations," as defined below, in full in accordance with the Financing Contract and this Deed of Trust, and the City complies with all the terms, covenants and conditions of the Financing Contract and this Deed of Trust, this conveyance will be null and void and the Lender will cancel it of record at the City's request and cost, and title will revest as provided by law;

**BUT IF, HOWEVER, THERE OCCURS AN EVENT OF DEFAULT UNDER THE FINANCING CONTRACT,** then the Lender will have the remedies provided for in this Deed of Trust, including directing the Deed of Trust Trustee to sell the Mortgaged Property under power of sale.

**THE CITY COVENANTS AND AGREES** with the Deed of Trust Trustee and the Lender (and their respective heirs, successors and assigns), in consideration of the foregoing, as follows:

### 1. Warranties of Title; Security Provided by this Deed of Trust

**1-1 Warranties of Title.** The City covenants with the Deed of Trust Trustee and the Lender that the City is seized of and has the right to convey the

Mortgaged Property in fee simple, that the Mortgaged Property is free and clear of all liens and encumbrances other than Permitted Encumbrances (as defined in the Financing Contract), that title to the Mortgaged Property is marketable, and that the City will forever warrant and defend title to the Mortgaged Property (subject to the Permitted Encumbrances) against the claims of all persons.

- 1-2 Security for Payment and Performance. This City is delivering this Deed of Trust to secure all the City's obligations to the Lender related to the Mortgaged Property (the "Obligations"), including (a) the payment when due of all amounts payable under the Financing Contract and this Deed of Trust (the "Payment Obligations"), and (b) the City's timely compliance with all terms, covenants and conditions of the Financing Contract and this Deed of Trust.
- 1-3 Present and Future Advances. This Deed of Trust is executed to secure all the City's present and future obligations to the Lender related to the Mortgaged Property. The making of future advances is subject to the terms and conditions of the Financing Contract and this Deed of Trust. The amount of the present obligations secured by this Deed of Trust is [\$7,500,000]. The total principal amount of obligations to repay borrowed money that may be secured by this Deed of Trust at any one time is \$15,000,000. The period within which future obligations may be incurred is 20 years from August 14, 2024.

The provisions in this Deed of Trust for future advances are made only to facilitate the possible financing of additions or improvements to the Mortgaged Property, the refinancing of the present obligations or otherwise as provided under the Financing Contract. As of the date of this Deed of Trust there is no agreement or obligation by the City to borrow, or for any person to lend, any additional funds beyond the [\$7,500,000] that constitutes the present obligations.

**1-4 Security Interest in Fixtures.** This Deed of Trust is intended to be a security agreement pursuant to the Uniform Commercial Code as in effect in North Carolina for the "Fixtures," as defined below. The City grants to the Lender and the Deed of Trust Trustee a security interest in the Fixtures to secure the Obligations.

The City agrees to execute, deliver and file, or cause to be filed, in such place or places as may be requested by the Lender or the Deed of Trust Trustee, financing statements (including any continuation statements) in whatever form either party may reasonably request to evidence the security interest provided for in this

Section. Upon the occurrence of an Event of Default under this Deed of Trust or the Financing Contract, the Lender or the Deed of Trust Trustee is entitled to exercise all rights and remedies of a secured party under the Uniform Commercial Code as in effect in North Carolina and may proceed as to the Fixtures in the same manner as provided in this Deed of Trust for the real property.

The "Fixtures" are all items of personal property attached or affixed to the Pledged Facilities in such a manner that removing the items would cause damage to the Pledged Facilities. The Fixtures may include plumbing, heating, lighting, electrical, laundry, ventilating, refrigerating, incinerating, air-conditioning, fire and theft protection and sprinkler equipment, including all renewals and replacements thereof and all additions thereto, and all articles in substitution thereof, and all proceeds of all the foregoing in whatever form.

The City is not obliged to renew, repair or replace any undesirable or unnecessary Fixture. If the City determines that any Fixture has become undesirable or unnecessary, the City may remove that Fixture from the Pledged Facilities and sell, trade-in, exchange or otherwise dispose of it (as a whole or in part), with an amount equivalent to the fair market value of the Fixture as removed becoming Net Proceeds and subject to the provisions of Section 6.2 of the Financing Contract.

With respect to those items of the Mortgaged Property that are or are to become Fixtures, this Deed of Trust constitutes a financing statement filed as a fixture filing. The City agrees that the security interest in the Fixtures granted in this Section 1-4 is in addition to, and not in lieu of, any security interest in the Fixtures acquired by real property law. The fixtures are located on the land described on Exhibit A, and the City is the record owner of that land. The name and address of the City, as debtor, and the Lender, as secured party, are set forth in Section 5-1.

**1-5 City's Obligation Limited**. Notwithstanding any other provision of this Deed of Trust, the parties intend that this transaction will comply with North Carolina General Statutes Section 160A-20. No deficiency judgment may be entered against the City in violation of Section 160A-20.

No provision of this Deed of Trust is to be construed or interpreted as creating a pledge of the City's faith and credit within the meaning of any constitutional debt limitation. No provision of this Deed of Trust should be construed or interpreted as an illegal delegation of governmental powers, nor as an

improper donation or lending of the City's credit within the meaning of the North Carolina constitution. The City's taxing power is not and may not be pledged, directly or indirectly contingently, to secure any moneys due under this Deed of Trust.

No provision of this Deed of Trust restricts the City's future issuance of any of its bonds or other obligations payable from any class or source of the City's moneys (except to the extent the Financing Contract and this Deed of Trust restrict the incurrence of additional obligations secured by the Mortgaged Property).

Nothing in this Section is intended to impair or prohibit foreclosure on this Deed of Trust if the Payment Obligations are not paid when due or otherwise upon the occurrence of an Event of Default under this Deed of Trust or the Financing Contract.

To the extent of any conflict between this Section and any other provision of this Deed of Trust, this Section takes priority.

**1-6 Construction Mortgage.** The security interest evidenced by this Deed of Trust is a "construction mortgage" with respect to the Pledged Facilities within the meaning of Section 25-9-334 of the North Carolina General Statutes.

# 2. No Transfers; Provision for Releases; Grants of Easements and Similar Interests

2-1 No Transfers; Due on Sale Clause. The City shall not sell, transfer or encumber any interest in any Mortgaged Property, except as otherwise permitted by the Financing Contract or this Deed of Trust. This prohibition applies whether the sale, transfer, or encumbrance is of a legal or an equitable interest, is voluntary, involuntary, by operation of law, or otherwise, and includes any encumbrance that is not a Permitted Encumbrance. The Lender may take any action it deems appropriate to prevent or rescind any unauthorized sale, transfer or encumbrance. The Lender may, at its option, require the immediate payment in full of the Installment Payments and all other amounts secured by this Deed of Trust upon the sale, transfer, conveyance or encumbrance of all or any part of the Mortgaged Property, or any legal or beneficial interest in the Mortgaged Property, without the Lender's prior written consent

- **2-2 Provision for Releases.** (a) The Lender is required, upon the City's direction and at any time, to execute and deliver all documents necessary to effect the release of all or any portion of the Mortgaged Property from the lien of this Deed of Trust upon the City's compliance with the requirements of this Section. No consent or acknowledgment by the Deed of Trust Trustee is required for any release under this Section. The Lender is not, however, required to release any property under this Section during the continuation of an Event of Default.
- (b) To obtain a release, the City must file with the Lender the following items:
  - (i) a City Certificate stating that (A) no Event of Default is continuing, (B) the release will not materially impair the intended use of the property remaining subject to this Deed of Trust, and (C) the release complies with the requirements of this Section;
  - (ii) a copy of the proposed instrument of release;
  - (iii) a direction to the Lender to execute and deliver the instrument; and
  - (iv) evidence of compliance with the provisions of (c) or (d) below.
- (c) In the case of a proposed release of all the Mortgaged Property, the City must pay to some fiduciary reasonably acceptable to the Lender an amount (i) that is sufficient to provide for the payment in full of the entire outstanding balance of the Amount Advanced and (ii) that is required to be used for that payment, all as must be reasonably acceptable to the Lender.
- (d) In the case of a proposed release of a portion (but less than all) of the Mortgaged Property, the City must provide evidence to the Lender that the appraised, taxable or insured value (and the City may provide different evidence for different portions) of that portion of the Mortgaged Property that is proposed to remain subject to the lien of this Deed of Trust will not be less than 75% of the aggregate principal component of the Payment Obligations that is outstanding at the time the release is effected.
- **2-3 Grants of Easements and Similar Interests**. The City may make the following grants and dispositions, so long as the grant or disposition will not

materially impair the City's intended use of the Pledged Facilities, and without regard to Section 2-1 or 2-2.

- (a) The City may from time-to-time grant easements, licenses, rights-of-way and other similar rights with respect to any part of the Mortgaged Property, and the City may release similar interests, with or without consideration.
- (b) The City may dispose of any undesirable or unnecessary Fixture as provided in Section 1-4.
- (c) The City may dispose of any portion of the Mortgaged Property that constitutes property used or useful for public utility purposes, with or without consideration and in the City's discretion, but only to a public operator of utility systems that will used the transferred property in providing service to any City property. For a disposition under this subsection, the City must first notify the Lender of the planned transfer and certify to the Lender that the transfer will not materially impair the City's intended use of the Pledged Facilities.
- **2-4 Full Release upon Defeasance.** The Lender will release the lien of this Deed of Trust completely upon the City's compliance with the requirements of this Section. No consent or acknowledgment by the Deed of Trust Trustee is required for any release under this Section.
- (a) To obtain a release, the City must pay to Lender, or to some other fiduciary reasonably acceptable to Lender, an amount (i) that is sufficient to provide for the full and timely payment of the outstanding Amount Advanced and (ii) that is required to be used for that payment. This payment may rely for its sufficiency on earnings from United States government securities provided to the fiduciary at the time of the deposit. The sufficiency of the deposit must be evidenced or verified by a certificate or other writing, in form and substance reasonably satisfactory to the Lender, of a person or entity experienced in making these calculations as the City may select.
- (b) The City must also provide the Lender with an opinion of counsel reasonably satisfactory to the Lender to the effect that the payment or deposit of cash or securities will not cause the City's obligations to pay principal or interest to become "arbitrage bonds" within the meaning of the Code and that the release will

not adversely affect the exclusion from gross income for federal income tax purposes of the interest component of Installment Payments.

### 3. City's Payment Obligation; Lender's Advances

- **3-1 Satisfaction of Obligations; Compliance with Covenants.** The City will pay the Payment Obligations as and when the same become due and payable in the manner set forth in this Deed of Trust and in the Financing Contract, and will comply in all respects with all the terms of this Deed of Trust and the Financing Contract so as to satisfy all of its other Obligations.
- 3-2 Payment of Legal Fees and Costs. (a) If the Deed of Trust Trustee or the Lender employs an attorney to assist in the enforcement or collection of any Obligations, or if the Deed of Trust Trustee or the Lender voluntarily or otherwise becomes a party to any suit or legal proceeding (including a proceeding conducted under any state or federal bankruptcy or insolvency statute) to protect the Mortgaged Property, to protect the lien of this Deed of Trust, or to enforce or collect any Obligations, then the City will pay all reasonable legal fees and costs incurred (whether or not any suit or proceeding is commenced). All those fees and costs (together with interest at the annual rate of 7.00%) are secured as Obligations under this Deed of Trust.
- (b) If any suit or proceeding described in subsection (a) is adverse to the City, however, then the City has this liability only if the Deed of Trust Trustee or the Lender, as the case may be, is a prevailing party in the suit or proceeding.
- **3-3 Advances for Performance of City's Obligations.** If the City fails to perform any of its obligations under the Financing Contract or this Deed of Trust, then the Deed of Trust Trustee and the Lender are authorized, but not obligated, to perform the obligation or cause it to be performed. All those fees and costs, together with interest at the annual rate of 7.00%, are secured as Obligations under this Deed of Trust.

#### 4. The Deed of Trust Trustee

- **4-1 Deed of Trust Trustee's Liability.** The Deed of Trust Trustee will suffer no liability by virtue of his acceptance of this trust except as may be incurred because of any failure on his part to account for the proceeds of any sale under this Deed of Trust.
- **4-2 Substitute Trustees.** If any Deed of Trust Trustee dies, becomes incapable of acting or renounces the trust, or if for any reason the Lender desires to replace any Deed of Trust Trustee, then the Lender has the unqualified right to appoint one or more substitute or successor Deed of Trust Trustees by instruments filed for registration in the office of the Register of Deeds where this Deed of Trust is recorded. Any removal or appointment may be made at any time without notice, without specifying any reason, and without any court approval. Any appointee becomes vested with title to the Mortgaged Property and with all rights, powers, and duties conferred upon the Deed of Trust Trustee by this Deed of Trust in the same manner and to the same effect as if that Deed of Trust Trustee were named as the original Deed of Trust Trustee.

### 5. Defaults and Remedies; Foreclosure

**5-1 Defaults and Remedies.** During the continuation of an Event of Default under the Financing Contract, the Lender may pursue its rights and remedies as provided under the Financing Contract and this Deed of Trust.

#### 5-2 Foreclosure; Sale under Power of Sale.

(a) Right to foreclosure or sale. During the continuation of an Event of Default, at the Lender's request, the Deed of Trust Trustee must foreclose this Deed of Trust by judicial proceedings or, at the Lender's option, the Deed of Trust Trustee must sell (and is empowered to sell) all or any part of the Mortgaged Property at public sale to the last and highest bidder for cash (free of any equity of redemption, homestead, dower, curtesy or other exemption, all of which the City expressly waives to the extent permitted by law) after compliance with applicable State laws relating to foreclosure sales under power of sale. The Deed of Trust Trustee will execute and deliver a proper deed or deeds to the successful purchaser at the sale. If only a part of the Mortgaged Property is sold, the partial sale in no way adversely affects the lien created by this Deed of Trust against the remainder.

- (b) Lender's Bid. The Lender may bid and become the purchaser at any sale under this Deed of Trust. Instead of paying cash, the Lender may make settlement for the purchase price by crediting against the Payment Obligations the bid price net of sale expenses, including the Deed of Trust Trustee's commission, and after payment of any taxes and assessments as may be a lien on the Mortgaged Property superior to the lien of this Deed of Trust (unless the Mortgaged Property is sold subject to those liens and assessments, as provided by law).
- (c) *City's Bid.* The City may bid for all or any part or parts of the Mortgaged Property at any foreclosure sale. The City, however, may not bid less than an amount sufficient to provide for full payment of the Payment Obligations, unless the Lender consents in writing.
- (d) Successful bidder's deposit. At any sale, the Deed of Trust Trustee may, at his option, require any successful bidder (other than the Lender) immediately to make a deposit with the Deed of Trust Trustee against the successful bid in the form of cash or a certified check in an amount of up to 5% of the sale price. The advertised notice of sale need not include notice of this requirement.
- (e) Application of sale proceeds. The Deed of Trust Trustee must apply the proceeds of any foreclosure sale in the manner and in the order prescribed by State law. The parties agree (i) that the sale expenses will include a commission to the Deed of Trust Trustee equal to one-half of one percent of the gross sales price (but not exceeding a total of \$25,000) for all services performed by the Deed of Trust Trustee under this Deed of Trust, and (ii) that any sale proceeds remaining after the payment of all obligations and the prior application of the proceeds in accordance with State law will be paid to the City.
- 5-3 Possession of Mortgaged Property during Default. During the continuation of an Event of Default, upon the Lender's demand the City must deliver possession of the Mortgaged Property to the Lender. In addition, the City must surrender possession of the Mortgaged Property to the purchaser of the Mortgaged Property at any judicial or foreclosure sale under this Deed of Trust.

During the continuation of an Event of Default, the Lender, to the extent permitted by law, is also authorized to (a) take possession of the Mortgaged Property, with or without legal action, (b) lease the Mortgaged Property, (c) collect

all rents and profits from the Mortgaged Property, with or without taking possession of the Mortgaged Property, and (d) after deducting all costs of collection and administration expenses, apply the net rents and profits to the payment of necessary maintenance and insurance costs, and then apply all remaining amounts to the City's account and in reduction of the Payment Obligations. The Lender will be liable to account only for rents and profits it actually receives.

5-4 No Remedy Exclusive; Delay not Waiver. All remedies under this Deed of Trust are cumulative and may be exercised concurrently or separately. The exercise of any one remedy is not an election of that remedy as an exclusive remedy, nor does the exercise of one remedy preclude the exercise of any other remedy. If any Event of Default occurs and is later waived by the other party or parties, that waiver is limited to the particular default waived and does not constitute a waiver of any other default. Every power or remedy given by this Deed of Trust to the Deed of Trust Trustee or the Lender may be exercised from time to time as often as may be deemed expedient by the Deed of Trust Trustee or the Lender.

#### 6. Additional Provisions

#### 6-1 Notices.

- (a) Any communication provided for in this Deed of Trust must be in English and must be in writing. "Writing" includes electronic mail but does not include facsimile transmission.
- (b) For the purposes of this Deed of Trust, any communication sent by electronic mail will be deemed to have been given on the date the communication is similarly acknowledged by a City Representative (in the case of the City) or other authorized representative (in the case of any other party). No communication will be deemed given or effective without that acknowledgment.
- (c) Any other communication under this Deed of Trust will be deemed given on the delivery date shown on a United States Postal Service certified mail receipt, or a delivery receipt (or similar evidence) from a national commercial package delivery service, if addressed as follows:

- (i) if to the City, to City Manager, City of Mebane, Attention: Notice under 2024 Financing Deed of Trust, City Hall, 106 E. Washington St., Mebane, NC 27302
- (ii) if to the Deed of Trust Trustee, to Kevin C. King, c/o Webster Bank, National Association, Attn: Notice Regarding Mebane (NC) 2024 Financing, 360 Lexington Ave, 5th Floor, New York, NY 10017
- (iii) if to the Lender, to Webster Bank, National Association, Public Sector Finance, Attn: Notice Regarding Mebane (NC) 2024 Financing, 360 Lexington Ave, 5th Floor, New York, NY 10017
- (c) Any addressee may designate additional or different addresses for communications by notice given under this Section to each of the others. The City must send copies of any notices it sends to the Deed of Trust Trustee also to the Lender.
- **6-2 Successors.** This Deed of Trust is binding upon, will inure to the benefit of, and is enforceable by the City, the Deed of Trust Trustee and the Lender, and their respective successors and assigns.
- **6-3 No Marshalling.** The City waives all rights to require marshalling of assets in connection with the exercise of any remedies provided in this Deed of Trust or as permitted by law.
- **6-4 Definitions; Interpretation.** All capitalized terms used in this Deed of Trust and not otherwise defined have the meanings ascribed to them in the Financing Contract. The rules for interpretation set out in Exhibit A to the Financing Contract also apply to this Deed of Trust.
- 6-5 Governing Law; Forum. The City, the Lender and the Deed of Trust Trustee intend that North Carolina law will govern this Deed of Trust and all matters of its interpretation. To the extent permitted by law, the City, the Lender and the Deed of Trust Trustee agree that any action brought with respect to this Deed of Trust must be brought in the North Carolina General Court of Justice in Alamance County, North Carolina.

- 6-6 Limitation of Liability of Officers and Agents. No officer, agent or employee of the City, the Lender or the Deed of Trust Trustee will be subject to any personal liability or accountability by reason of the execution of this Deed of Trust or any other documents related to the transactions contemplated by this Deed of Trust. Those officers or agents are deemed to execute documents in their official capacities only, and not in their individual capacities. This Section does not relieve any officer, agent or employee from the performance of any official duty provided by law.
- **6-7 Covenants Run with the Land.** All covenants contained in this Deed of Trust run with the real estate encumbered by this Deed of Trust.
- 6-8 Further Instruments. Upon the request of the Lender or the Deed of Trust Trustee, the City will execute, acknowledge and deliver any further instruments reasonably necessary or desired by the Lender or the Deed of Trust Trustee to carry out more effectively the purposes of this Deed of Trust or any other document related to the transactions contemplated by this Deed of Trust, and to subject to the liens and security interests of this Deed of Trust all or any part of the Mortgaged Property intended to be given or conveyed, whether now given or conveyed or acquired and conveyed subsequent to the date of this Deed of Trust.
- **6-9 Severability.** If any provision of this Deed of Trust is determined to be unenforceable, that will not affect any other provision of this Deed of Trust.
- **6-10 Non-Business Days.** If the date for making any payment, or the last day for performance of any act or the exercising of any right, is not a Business Day, that payment may be made, or act performed or right exercised, on or before the next succeeding Business Day.
- **6-11 Entire Agreement; Amendments.** This Deed of Trust, together with the Financing Contract, constitutes the City's entire agreement with the Lender and the Deed of Trust Trustee with respect to its general subject matter. This Deed of Trust may not be changed without the written consent of the City and the Lender, but the consent of the Deed of Trust Trustee is not required.

[The remainder of this page has been left blank intentionally.]

IN WITNESS WHEREOF, the City has caused this instrument to be signed, sealed and delivered as of August 14, 2024.

	ATTEST:	(SEAL)	CITY OF MEBANE, NORTH CAROLINA	
_			By:	
	Stephanie		Preston Mitchell	
	City Clerk		Interim City Manager	
		* * *	* * *	
	OF NORTH CAF NCE COUNTY	ROLINA;		
Stephani are the I North Ca foregoin	e W. Shaw per nterim City Ma arolina, and th g instrument v	sonally came befo mager and the City at by authority d	and State, certify that Preston Mitchell and re me this day and acknowledged that they y Clerk, respectively, of the City of Mebane, uly given and as the act of such City, the City's name by such Interim City Manager, d by such Clerk.	
W	<b>ITNESS</b> my ha	nd and official stai	np or seal, this day of August, 2024.	
[SEAL]			<del></del>	
My comr	nission expires	3:	Notary Public	
for the b		urity Agreement ter Bank, National 2024]	Association,	

## **EXHIBIT A - Pledged Site Description**

**EXHIBIT B -- Existing Encumbrances** 



# AGENDA ITEM #10

# AMENDMENTS TO THE MEBANE CODE OF ORDINANCES - CHAPTER 4, ANIMALS

Meeting Date
August 05, 2024
Presenter
Mitch McKinney, Chief of Police
Public Hearing
Vas II No 🗵

#### Summary

Amendments to the language in Chapter 4, Section 4-76 of the Mebane Code of Ordinances.

#### **Background**

The Mebane Police Department responded to a Call for Service (CFS) in the Fair Oaks Community involving a Dog-on-Dog Attack on Nov. 6, 2023. The timeline of events for MPD's investigative response is as follows:

- Nov. 6, 2023: Mebane City Council notified of a dog attack in the Fair Oaks Community.
- Nov. 7, 2023: Mebane Police Department completed an investigation, resulting in:
  - o Two dogs were seized and classified as "dangerous dogs" under the City of Mebane Code of Ordinances, Chapter 4 Sec. 4-76.
  - o Criminal charges filed
- Dec. 8, 2023: Memorandum submitted to city leadership, including:
  - o Review of the incident
  - o Recommendations to enhance MPD's response to similar incidents
  - o Analysis of the existing ordinance in comparison to six ordinances from other NC cities and towns.
  - o Overview of total animal-related calls for service over a 3-year period.
  - o Consideration of Breed Specific Laws (BSL) with a case review of their impact on cities in three states that implemented BSLs.
- Jan 10, 2024: Burlington Animal Services Notified Staff of Intake Services Change
  - o Follow up from Dec. 2023 conversations w/ Burlington Animal Services Manager T. Penley, who provided me with Sec. 6-22. Dangerous or potentially dangerous dogs
  - o Manager T. Penley sent notification of limiting intake services because of overcrowding
  - o Confirmed w/ Chief McKinney Injured, sick, or animals causing concern would be accepted
- Feb- To Present: Discussions and Ordinance Review Process
  - o Discussions w/ Community Members
    - Citizen Concerns
    - Case Status
    - Due Process
    - Mediation Suggested
  - o Discussions w/ City Leadership
    - Citizens' Concerns
    - Due Process

- Case Status
- Mediation Proposal Status
- June Presentation
- o Discussions w/ Supporting Partners Orange and Alamance County
  - MPD Animal Control Officer
  - Animal Services
  - Alamance & Orange District Attorney

**Need for Ordinance Amendment:** The current City of Mebane Code of Ordinances, Chapter 4 Section 4-76, contains language that aligns with North Carolina General Statutes but is dispersed across different sections. The review identified a need for clearer definitions and alignment with the following statutes:

- NCGS 67-4.1, 67-4.2, 67-4.3, and 67-4.4
- NCGS 19-A (Protections of Animals)
- NCGS 130A-196, 130A-200
- NCGS 153A-123, 160A-175

The current ordinance lacks definitions for "Owner," "Owner's Real Property," and "Severe Injury" and needs clearer provisions for:

- Animal Control Authorities' responsibilities
- Dog owners' notification requirements
- Confinement requirements
- Penalties and enforcement
- Authority to remove or humanely destroy dogs
- Appeals and hearings
- Review Board

The wording for these sections within the code of ordinances needs to be changed to reflect and remain compliant with current NC General Statutes. This will enhance the applicability and enforcement of those City of Mebane Codes of Ordinances.

#### **Financial Impact**

N/A

#### Recommendation

Staff recommends amending and aligning the ordinance language in Chapter 4, Sections 4-76 of the Mebane Code of Ordinances with the NC General Statutes to enhance the department's ability to respond to animal-related calls effectively, improve enforcement understanding, and make the ordinance easier to compare with state statutes. The proposed changes incorporate consistent language from the NC General Statutes, ensuring compliance and clarity.

#### **Suggested Motion**

I move to place on September 9, 2024, Mebane City Council agenda the proposed amendments to the Mebane Code of Ordinances, Chapter 8 Animals, Section 4-76, to incorporate the language presented and recommended by staff.

#### **Attachments**

1. Mebane City Ord. Sec. 4.76 -RED LINED-

Attachments continued on next page.....

## 2. Draft Proposed Amended Changes to Ch.8 Animals Sec. 4.76

The following 2.1 - 2.11 are links to the NCGS referenced in the proposed amended changes document

- 2.1. NCGS 67-4.1 <u>G.S. 67-4.1 (ncleg.gov)</u>
- 2.2. NCGS 67-4.2 G.S. 67-4.2 (ncleg.net)
- 2.3. NCGS 67-4.3 G.S. 67-4.3 (ncleg.net)
- 2.4. NCGS 67-4.4 <u>G.S. 67-4.4 (ncleg.gov)</u>
- 2.5. NCGS 19A-1.1 Chapter 19A (ncleg.gov)
- 2.6. NCGS 19A-1.3Chapter 19A (ncleg.gov)
- 2.7. NCGS 19A-1.4Chapter 19A (ncleg.gov)
- 2.8. NCGS 130A-196 Chapter 130A Article 6 (ncleg.net)
- 2.9. NCGS 130A-200 <u>G.S. 130A-200 (ncleg.gov)</u>
- 2.10.NCGS 153A-123 G.S. 153A-123 (ncleg.net)
- 2.11.NCGS 160A-175 G.S. 160A-175 (ncleg.gov)
- 3. Manager C. Rollins Petition Response 12.08.2024
- 4. Fair Oaks Community Petition Dec. 2023
- 5. Preliminary PowerPoint presentation

#### Sec. 4-76. - Dangerous dogs.

- (a) A dangerous dog is a dog that:
  - (1) Without provocation has killed or inflicted severe injury on a person;
  - (2) Is declared vicious by the local health director pursuant to G.S. 130A-200; or
  - (3) Is determined by the chief of police to be potentially dangerous and, after this determination, engages in one or more of the behaviors listed in subsection (a)(2) of this section.
- (b) A potentially dangerous dog is a dog that the chief of police has determined to have:
  - (1) Inflicted a bite on a person either upon public or private real property;
  - (2) Killed or inflicted severe injury upon a domestic animal when not on the owner's real property; or
  - (3) Approached a person when not on the owner's property in a vicious or terrorizing manner in an apparent attitude of attack.
- (c) The chief of police must notify the owner in writing, giving the reasons for his determination, before the dog may be considered potentially dangerous under this section. The owner may appeal the determination of the chief of police to the review board by giving written notice of the appeal within five days of the chief of police's determination to the chief of police. The dog will be considered potentially dangerous pending the appeal.
- (d) The provisions of this section do not apply to a dog being used by a law enforcement officer to carry out the law enforcement officer's official duties. A dog shall not be considered a dangerous dog or potentially dangerous dog if the injury inflicted by the dog was sustained by a person who, at the time of the injury, was committing a willful trespass or other tort, was tormenting, abusing or assaulting the dog, had been observed or reported to have tormented, abused or assaulted the dog, or was committing or attempting to commit a crime.
- (e)It is unlawful for an owner to:
  - (1)Leave a dangerous dog unattended on the owner's real property unless the dog is confined indoors, in a securely enclosed and locked pen, or in another structure designed to restrain the dog.
  - (2)Permit a dangerous dog to go beyond the owner's real property unless the dog is leashed and muzzled or is otherwise securely restrained and muzzled.
- (f) If the owner of a dangerous dog or a potentially dangerous dog transfers ownership or possession of the dog to another person, the owner shall provide written notice to:
  - (1)The chief of police, stating the name and address of the owner of the dog; and
  - (2)The person taking possession of the dog, specifying the dog's dangerous behavior and the chief of police's determination.
- (g) A dog that has been determined to be dangerous may be humanely destroyed in the following instances:
  - (1) If the chief of police determines that a dog that was previously determined to be dangerous either bit a person so as to cause a break in the skin or was at large on two or more separate occasions after such determination, the chief of police may seek a court order for the dog to be humanely destroyed.

- (2) If the chief of police in determining that a dog is dangerous also determines that the dog, without provocation, has killed or inflicted severe injury on a person, the chief of police may seek a court order that the dog be humanely destroyed.
- (h) A dog that has been determined to be dangerous may not be disposed of by adoption from the animal shelter.
- (i) The keeper or other custodian of any dog that has been determined to be dangerous, shall report immediately to the county central communications through telephone number 911 if the dog gets loose or is otherwise unconfined or it attacks a person or another animal.
- (j)An animal control officer shall inspect the premises where a dog determined to be dangerous is kept if so requested.

(Code 1952, ch. G, art. IV, § II(D))

# Attachment 1.1. Draft for Proposed Changes to Amend Mebane City Ordinance Sec. 4.76 Sec. 4-76. - Dangerous Dogs

- (a) **Dangerous Dog:** A Dangerous Dog is a Dog that:
  - 1. Without provocation, has killed or inflicted severe injury on a person;
  - 2. Is determined by the person or Board designated by the county or municipal Animal Control Authority, or pursuant to *NCGS 130A-200* local health director, responsible for animal control to be potentially dangerous because the dog has engaged in one or more of the behaviors listed in subdivision (2) of this subsection or,
  - 3. Any dog owned or harbored primarily, or in part, for the purpose of dog fighting, or any dog trained for dog fighting. (*NCGS* 67- 4.1)
- (b) **Potentially Dangerous Dog:** A dog that the municipal Animal Control Authority responsible for animal control, or pursuant to *NCGS 130A-200* local health director, determines to have:
  - 1. Inflicted a bite on a person that resulted in broken bones, disfiguring lacerations, or required cosmetic surgery or hospitalization; or,
  - 2. Killed or inflicted severe injury upon a domestic animal when not on the owner's real property; or,
  - 3. Approached a person when not on the owner's property in a vicious or terrorizing manner in an apparent attitude of attack. (*NCGS 67- 4.1*)
- (c) **Owner:** (Added Language)
  - 1. Any person or legal entity that has a property right in a dog. (NCGS 67- 4.1)
- (d) **Owner's Real Property:** (Added Language)
  - 1. Any real property owned or leased by the owner of the dog, but not including any public right-of-way or a common area of a condominium, apartment complex, or townhouse development. (*NCGS 67- 4.1*)
- (e) **Severe Injury:** (Added language)
  - 1. Any physical injury that results in broken bones, disfiguring lacerations, or required cosmetic surgery or hospitalization. (*NCGS 67- 4.1*)
- (f) **Exemptions:** The provisions of this Article do not apply to:
  - 1. A dog being used by a law enforcement officer to carry out the law enforcement officer's official duties.
  - 2. A dog being used in a lawful hunt.
  - 3. A dog where the injury or damage inflicted by the dog was sustained by a domestic animal while the dog was working as a hunting dog, herding dog, or predator control dog on the property of, or under the control of, its owner.
  - 4. A dog where the injury inflicted by the dog was sustained by a person who, at the time of the injury, was committing a willful trespass or other tort, was tormenting, abusing, or assaulting the dog, had tormented, abused, or assaulted the dog, or was committing or attempting to commit a crime. (*NCGS 67- 4.1*)

#### (g) It is unlawful for an owner to:

- 1. Leave a dangerous dog unattended on the owner's real property unless the dog is confined indoors, in a securely enclosed and locked pen, or in another structure designed to restrain the dog. Animal control officers as part of an investigation, may inspect the premises where a dog determined to be dangerous is kept if;
  - i. the animal control officer receives consent of the property owner
  - ii. probable cause is developed authorizing an investigatory search; or
  - iii. exigent circumstances exist that necessitate the search.
- 2. Permit a dangerous dog to go beyond the owner's real property unless the dog is leashed and muzzled or is otherwise securely restrained and muzzled. (*NCGS* 67-4.2)
- 3. Allow a dog that has been determined to be dangerous to be disposed of by adoption from the animal shelter without notifying the animal shelter that the dog has been determined a dangerous dog under the provisions of this ordinance. (*NCGS* 67-4.1)
- 4. If the owner of a dangerous dog or a potentially dangerous dog, as defined in this ordinance and NCGS 67-4.1, transfers ownership or possession of the dog to another person, the owner shall provide written notice to:
  - i. The chief of police, stating the name and address of the owner of the dog; and
  - ii. The person taking possession of the dog, specifying the dog's dangerous behavior and the chief of police's determination. (*NCGS 67- 4.2*)

## (h) Animal Control Authority Responsibilities: (Amended Language)

- 1. The Municipal authority responsible for animal control shall designate the Chief of Police to be responsible for determining when a dog is a "potentially dangerous dog," as defined by this ordinance and NCGS 67-4.1, and shall designate a separate Board to hear any appeal.
- 2. The chief of police must notify the owner in writing, giving the reasons for their determination, that a dog is a "potentially dangerous dog," as defined in this ordinance and NCGS 67-4.1 before the dog may be considered potentially dangerous under this section. The owner may appeal the determination of the chief of police to the review board by giving written notice of the appeal within 10 days of the chief of police's determination to the chief of police. The dog will be considered potentially dangerous pending the appeal. (NCGS 67- 4.1 & NCGS 67- 4.2)

## (i) **Owners Notification Requirements:** (Amended Language)

- 1. Owners of potentially dangerous dogs, as defined in this ordinance and NCGS 67-4.1, must immediately notify the Animal Control Authority of any incidents involving bites, attacks, or aggressive behavior, as well as any changes in the dog's status, including relocation, transfer of ownership, or death.
- 2. Owners of potentially dangerous dogs, as defined in this ordinance and NCGS 67-4.1, are required to have their dogs undergo behavioral assessments by a certified animal behaviorist. Participation in rehabilitation programs is required to mitigate aggressive tendencies. (*NCGS 67- 4.1 & NCGS 67- 4.2*)

## (j) Confinement Requirements: (Amended Language)

1. Dangerous dogs must be securely confined indoors or in a securely enclosed and locked pen or structure, suitable to prevent the animal from escaping. Such pen or structure must have secure sides and a secure top and must also provide protection from the elements for the dog. Confinement of any animal must comply with the provisions of NCGS 19-A Protection of Animals. (NCGS 19-A, NCGS 67- 4.2, NCGS 130A-196, & NCGS 130A-200)

## (k) **Penalties and Enforcement:** (New)

- 1. **Criminal Penalties:** Per the provisions of *NCGS 15A-123*, the owner of a dangerous dog that attacks a person and causes physical injuries requiring medical treatment in excess of one hundred dollars (\$100.00) shall be guilty of a Class 1 misdemeanor. (*NCGS 67- 4.3 & NCGS 15A-123*)
- 2. **Civil Penalties:** Per the provisions of *NCGS 15A-123*, the owner of a dangerous dog as defined by this ordinance, and *NCGS 67-4.1*, shall be strictly liable in civil damages for any injuries or property damage the dog inflicts upon a person, his property, or another animal. For the purposes of this ordinance, "Owners" who fail to comply with the provisions of this ordinance will be subject to civil fines per NCGS 14-4. *The Mebane NC Criminal Penalty Listing* and provisions of Code 1-6 (b) "General Penalty" guidelines will be used in cases of non-payment for civil penalties of this ordinance. (*NCGS 67- 4.3 & NCGS 15A-123*)
- 3. The Mebane NC Criminal Penalty Listing and provisions of NCGS 14-4 (a) will be the determining guide for criminal fines. (NCGS 15A-123)

## (1) Authority to Remove or Humanely Euthanize Dogs: (Amended Language)

- 1. **Authority to Remove:** Per the provisions of *NCGS 67-4.1* and *NC Animal Welfare Act Article 3 NCGS 19A-3*; the Animal Control Authority have the authority to remove any dangerous dog, as defined by this ordinance and *NCGS 67-4.1*, that poses a continuing threat to public safety. Dogs removed under these circumstances may be subject to relocation for behavior rehabilitation outside the city limits, adoption outside the city limits, or euthanasia if deemed necessary by the Animal Control Authority.
- 2. Authority to Euthanize: Per the provisions of NCGS 67-4.1 and NC Animal Welfare Act Article 3 NCGS 19A-3; The chief of police may seek a court order for a dog that has been determined to be dangerous as defined by this ordinance to be humanely destroyed. (NCGS 67-4.1& NC Animal Welfare Act Article 3 NCGS 19A-3)

## (m) Appeals and Hearings: (Amended Language)

1. Owners have the right to appeal the classification of their dog as dangerous. Appeals must be submitted in writing to the Animal Control Authority within 10 days of receiving the dangerous dog designation notice. (*NCGS 67-4.1*)

## (n) **Review Board:** (Amended Language)

1. Appeals will be reviewed by a Board, comprised of the local animal shelter director, or designee, the chief of police or designee, and a committee member with

preference for veterinary science backgrounds approved by city council to oversee appeals and ensure compliance with this ordinance. (*NCGS 67-4.1* provides authority to create the board, however, adding preference for veterinary science skilled committee member would be a benefit to the board.)

## (o) Animal Control Agency:

1. The Mebane Police Department is designated as the Animal Control Agency responsible for enforcing this ordinance.

## Mitch McKinney

From: Mitch McKinney

**Sent:** Sunday, July 28, 2024 1:13 PM

To: Preston Mitchell

Subject:Fwd: Fair Oaks Neighborhood Dog AttacksAttachments:Petition - December 2023\_12072023.pdf

#### Get Outlook for iOS

From: Chris Rollins <crollins@cityofmebane.com>

Sent: Friday, December 8, 2023 5:54:55 PM

To: Ed Hooks <ehooks@cityofmebane.com>; Jonathan White <jwhite4mebane@gmail.com>; Mitch McKinney

<mmckinney@mebanepd.com>

Cc: Ed Hooks <ehooks@cityofmebane.com>; Jonathan White <jwhite@cityofmebane.com>; Katie Burkholder

<kburkholder@cityofmebane.com>; Montrena Hadley <mhadley@cityofmebane.com>; Sean Ewing

<sewing@cityofmebane.com>; Tim Bradley <tbradley@cityofmebane.com>; Lawson Brown

<lbrown@cityofmebane.com>; Preston Mitchell <pmitchell@cityofmebane.com>

Subject: RE: Fair Oaks Neighborhood Dog Attacks

#### Mr. Fleitz,

Thank you for your email, petition and continued engagement with the City of Mebane and the Mebane Police Department regarding recent dog-related incidents in the Fair Oaks neighborhood. We understand the shock and anxiety caused by the events of November 6th and 7th and appreciate your commitment to working together to ensure the safety and well-being of all residents. I want to remind everyone that calling 911 is the quickest way for our Police to respond and it also documents the call for future review. The City Council, Staff, and Police Department are taking this incident very seriously. I will say neither myself nor Chief McKinney were aware of incidents in Fair Oaks until November 7th. Chief McKinney started in Mebane this past July, and I believe he and the Department have handled this incident effectively following the existing City Ordinance and the laws of North Carolina since November.

The Police Department has carefully reviewed your concerns and conducted a thorough internal review, including a detailed timeline of events:

- November 6th: Officer Adcock responded to the initial animal injury report.
- November 7th: Chief McKinney heard about the injury and received and responded to numerous emails from
  the Fair Oaks Community expressing concerns. He reviewed relevant calls for service and police reports
  associated with Mr. Gerringer's dogs. Based on the evidence, he declared the dogs "dangerous" in accordance
  with the Mebane City Ordinances and personally served the notice to Mr. Gerringer.
- November 8th-15th: Mr. Gerringer exercised his right to appeal the decision. Chief McKinney maintained open communication with Mr. Gerringer, who ultimately located a potential relocation/habilitation service in Georgia. Chief McKinney also contacted the Burlington Alamance Shelter for assistance, learning about the mandatory 10-day quarantine rule. Mr. Gerringer then informed Chief McKinney that the relocation service was arranging transportation for the dogs. To facilitate the process, Chief McKinney granted an extension until November 20th.
- November 20th: Ultimately the two dogs were transferred to the Burlington Alamance Shelter to be euthanized.

Following the November 6<sup>th</sup> incident: Chief McKinney met with Mr. Gerringer and his wife to address ongoing concerns about loose dogs in the neighborhood. He also drafted and distributed an email update to stakeholders to address community concerns and encourage open communication.

Subsequently, our Police Department responded promptly to the incident on **November** 19<sup>th</sup> and identified the owner of the poodle and pit bull, addressed the situation accordingly and the dogs were returned to their owners.

All the current City Ordinances or laws can be found at

https://library.municode.com/nc/mebane/codes/code of ordinances. (Specifically, Chapter 4- Animals, Article III. – Animal Control) The Police Department in conjunction with City Management including our City Attorney will be reviewing Chapter 4 for updates needed for Mebane and to comply with North Carolina Law. Chief McKinney is his staff are working on Internal Communication Enhancement and will be streamlining communication between the Animal Control officer and patrol staff to ensure consistent and informed responses to all animal-related calls.

While these changes are necessary, we want to emphasize that the existing ordinance proved effective in addressing this specific November 6th incident. We are confident that our prompt response, swift identification of the owner, and decisive action ultimately ensured the safety of the community.

We understand the sudden surge in animal-related calls, particularly those concerning pit bulls, has caused anxiety in the Fair Oaks Community. We are committed to supporting our citizens throughout this process and value your ongoing communication and collaboration.

We believe that with some adjustments to our ordinance and improved internal communication, we can effectively address these concerns and continue to maintain a safe and secure environment for all residents. We are having discussions about further opportunities for improved communication, and awareness and we will be involving our Public Information Officer in these discussions as we move forward.

We are open to your feedback and suggestions as we move forward. Please feel free to share this with your neighbors and contact us at any time to discuss this matter further.



From: Terry <tcfleitz@gmail.com>

Sent: Thursday, December 7, 2023 7:20 PM

To: Ed Hooks <ehooks@cityofmebane.com>; mmckinne@mebanepd.com; Joseph Moody <jmoody@mebanepd.com>;

Chris Rollins <crollins@cityofmebane.com>; Jonathan White <jwhite4mebane@gmail.com>

Subject: Fair Oaks Neighborhood Dog Attacks

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Five years ago, we moved into the Fair Oaks subdivision to experience the best of what Mebane has to offer. While we are still daily Mebane cheerleaders, things dramatically changed approximately 14 months ago, with a series of dog attacks in our neighborhood, most on South Third Street. Previously, our sidewalks were used daily by dozens of cyclists, dog walkers, runners and families with small children. Today, few use the sidewalks and many of those who do, are armed for their own protection. Not exactly a "Positively Charming" image!

The current mood of residents ranges from fear and frustration to "mad as hell," many feeling they have to protect themselves to experience the outdoors. The greater worry by all, is that a child will be a victim of the next dog attack! Earlier this week we shared our concerns with our neighbor, Jonathan White. He confirmed that the dogs involved in the majority of the attacks were just now euthanized. For the record, the most recent November 19 attack was by a different Pit bull.

Attached is a Petition with over forty signatures of neighbors and friends of Fair Oaks residents. Note that the Petition was started the week of November 19, when the Pit bulls residing in the 800 block of Stuart Dr, were confirmed to still be alive, despite numerous attacks for well over a year. The primary objectives of the Petition is to request a new Comprehensive Animal Services Policy which more clearly defines what a Dangerous Animal is; provides a one contact, simple way, to report animal attacks; identifies specific actions to be taken by the Town in the event of multiple dog attacks; and implements an empathetic and efficient communication approach by the city, both to attack victims and neighbors, while providing a quick and honest assessment of the reported situation, to minimize the risk of future attacks in a neighborhood. We are optimistic that you will convert this negative into a positive with an enhanced Animal Control Policy, similar to other NC cities. We lived in one of these NC communities which has a functional Animal Service Policy limiting the amount of miscommunication, misinformation and fear after an attack, that we believe is now primarily due to current weak Mebane animal control laws and ordinances.

The residents of Fair Oaks thank you in advance for your time and consideration. We hope that you have a safe and joyous Christmas season!

Terry Fleitz 906 S. Third Street

# ANIMAL CONTROL, CITIZEN SAFETY & INFORMATION POLICY

#### CONTEXT

- For over fourteen months, residents of the Fair Oaks Subdivision including cyclists, walkers and dogs on leashes using the sidewalks of South Third St, between the 700 and 1000 blocks, have been subject to at least six known attacks by three different Pit bulls. Until recently, dozens of citizens utilize these sidewalks every day.
- On November 7, two Pit bulls known to reside in the 800 block of Stuart St, viciously mauled a dog on a leash, at the corner of Stonewall Dr and South Third St. This gruesome attack was caught on video, shared with the Mebane Police Department, and was followed-up by multiple in-person visits and emails. Although the current City Ordinance identifying an animal as Dangerous requires "more than a human bite;" and the Pit bulls have been At Large (Ordinance leaving the property of the keeper) dozens of times; the two dogs involved in five attacks are classified as Dangerous by the city. The two Pit bulls remain with the owner and are neither held in safe quarantine (i.e. Alamance County Shelter), nor have they been euthanized.
- On November 19, a different grey and white Pit bull, whose owners are believed to live in the 800 block of South Third St, approached a pedestrian and cyclist, aggressively chasing the cyclist on Stonewall Dr.
- While there has been extensive communication with representatives from the City Council, Mebane Police, City Manager and Mebane Animal Control, there appears to be limited progress, due in part to an ineffective, outdated and incomplete Animal Control Ordinance. The delayed response by city leaders has heightened misinformation and miscommunication, only adding to the perception of an unsafe environment. As a result, citizens are curtailing outside activities for fear of their own safety and the well being of their children and pets.
- While Mebane Leadership intentions are good, the current City Ordinance must be updated to include a single contact who can easily be reached; an enhanced two-way communication process; a revised definition of Dangerous; and specific steps to be taken by Mebane Support Services Division during an investigation.

## **REQUEST**

Our concern is over and beyond the safety of our pets. Our raised level of anxiety is that a child or person will be seriously hurt going forward, subjecting the city to civil and legal action. We, the undersigned, request the City Council, City Manager, Mebane Police and Animal Control develop a COMPREHENSIVE ANIMAL SERVICES POLICY to improve coordination within the appropriate Mebane Departments, while enhancing two-way communication between Mebane citizens and those responsible for administering said Animal Services Policy. At a minimum, we request that the policy address outline specific actions (i.e. 1st violation - notice; 2nd - legal citation; 3rd - outside containment), and the current definition of Dangerous for Animal Bites, Nuisance and Rabid Animals. The Ordinance should include forms, a phone line or an immediate reply email, so citizens can stay safe and informed to fully enjoy all that Mebane offers.

Resident	Address	Email	Phone (optional)
Donaldo	m 257 fair Ca	be welp etur. on	
Timical	250 Fair Oa Lindsey	LG wellpatur.com	
Devarra	Purefox 24	1 Fair Oaks Ct.	devarra- ovrefor e tahas.com
Andrey	McBride r	Le 1 Fair Daks ct. Nelpane, NC 27302	- asmobride 08 Camail. com
Brando	n Kelly Mes	bune NC 27302	
Tyson Va	100 m	standwell Dn bone NC 27302	

**Mebane Contacts** 

Animal Control - Joseph Moody
City Council - Jonathon White
City Manager - Chris Rollins
Police Department - Mitch McKinney

jmoody@mebanepd.com jwhite4mebane@gmail.com crollins@cityofmebane.com mmckinney@mebanepd.com Petition \_ \ of \_ \( \)

# ANIMAL CONTROL, CITIZEN SAFETY & INFORMATION POLICY

#### **CONTEXT**

- For over fourteen months, residents of the Fair Oaks Subdivision including cyclists, walkers and dogs on leashes using the sidewalks of South Third St, between the 700 and 1000 blocks, have been subject to at least six known attacks by three different Pit bulls. Until recently, dozens of citizens utilize these sidewalks every day.
- On November 7, two Pit bulls known to reside in the 800 block of Stuart St, viciously mauled a dog on a leash, at the corner of Stonewall Dr and South Third St. This gruesome attack was caught on video, shared with the Mebane Police Department, and was followed-up by multiple in-person visits and emails. Although the current City Ordinance identifying an animal as Dangerous requires "more than a human bite;" and the Pit bulls have been At Large (Ordinance leaving the property of the keeper) dozens of times; the two dogs involved in five attacks are classified as Dangerous by the city. The two Pit bulls remain with the owner and are neither held in safe quarantine (i.e. Alamance County Shelter), nor have they been euthanized.
- On November 19, a different grey and white Pit bull, whose owners are believed to live in the 800 block of South Third St, approached a pedestrian and cyclist, aggressively chasing the cyclist on Stonewall Dr.
- While there has been extensive communication with representatives from the City Council, Mebane Police, City Manager and Mebane Animal Control, there appears to be limited progress, due in part to an ineffective, outdated and incomplete Animal Control Ordinance. The delayed response by city leaders has heightened misinformation and miscommunication, only adding to the perception of an unsafe environment. As a result, citizens are curtailing outside activities for fear of their own safety and the well being of their children and pets.
- While Mebane Leadership intentions are good, the current City Ordinance must be updated to include a single contact who can easily be reached; an enhanced two-way communication process; a revised definition of **Dangerous**; and specific steps to be taken by Mebane Support Services Division during an investigation.

## **REQUEST**

Our concern is over and beyond the safety of our pets. Our raised level of anxiety is that a child or person will be seriously hurt going forward, subjecting the city to civil and legal action. We, the undersigned, request the City Council, City Manager, Mebane Police and Animal Control develop a COMPREHENSIVE ANIMAL SERVICES POLICY to improve coordination within the appropriate Mebane Departments, while enhancing two-way communication between Mebane citizens and those responsible for administering said Animal Services Policy. At a minimum, we request that the policy address outline specific actions (i.e. 1st violation - notice; 2nd - legal citation; 3rd - outside containment), and the current definition of Dangerous for Animal Bites, Nuisance and Rabid Animals. The Ordinance should include forms, a phone line or an immediate reply email, so citizens can stay safe and informed to fully enjoy all that Mebane offers.

Resident	Address	Email	Phone (optio	
TOM KB	IMIR YUSSTU	itulu Thom	15- Kazumie @ ychi	x.com 336693873
KYLE ALB	E16NT 405 S	TONELIAL DR	CYLE ALBRIGHT 20 6	MAIL. 6M 33657623H
Oblish Bu	ter 411 S	tonewall pr	Christibutheregmail.c	om 336213-0087
				111.lun 717-357-9311
	toko Majako erretako eta erretako eta erretako eta erretako eta erretako eta eta eta eta eta eta eta eta eta e Erretako eta			

**Mebane Contacts** 

Animal Control - Joseph Moody City Council - Jonathon White City Manager - Chris Rollins Police Department - Mitch McKinney jmoody@mebanepd.com jwhite4mebane@gmail.com crollins@cityofmebane.com mmckinney@mebanepd.com Petition 2 of 1

# ANIMAL CONTROL, CITIZEN SAFETY & INFORMATION POLICY

#### CONTEXT

- For over fourteen months, residents of the Fair Oaks Subdivision including cyclists, walkers and dogs on leashes
  using the sidewalks of South Third St, between the 700 and 1000 blocks, have been subject to at least six known
  attacks by three different Pit bulls. Until recently, dozens of citizens utilize these sidewalks every day.
- On November 7, two Pit bulls known to reside in the 800 block of Stuart St, viciously mauled a dog on a leash, at the corner of Stonewall Dr and South Third St. This gruesome attack was caught on video, shared with the Mebane Police Department, and was followed-up by multiple in-person visits and emails. Although the current City Ordinance identifying an animal as Dangerous requires "more than a human bite;" and the Pit bulls have been At Large (Ordinance leaving the property of the keeper) dozens of times; the two dogs involved in five attacks are classified as Dangerous by the city. The two Pit bulls remain with the owner and are neither held in safe quarantine (i.e. Alamance County Shelter), nor have they been euthanized.
- On November 19, a different grey and white Pit bull, whose owners are believed to live in the 800 block of South Third St, approached a pedestrian and cyclist, aggressively chasing the cyclist on Stonewall Dr.
- While there has been extensive communication with representatives from the City Council, Mebane Police, City Manager and Mebane Animal Control, there appears to be limited progress, due in part to an ineffective, outdated and incomplete Animal Control Ordinance. The delayed response by city leaders has heightened misinformation and miscommunication, only adding to the perception of an unsafe environment. As a result, citizens are curtailing outside activities for fear of their own safety and the well being of their children and pets.
- While Mebane Leadership intentions are good, the current City Ordinance must be updated to include a single contact who can easily be reached; an enhanced two-way communication process; a revised definition of Dangerous; and specific steps to be taken by Mebane Support Services Division during an investigation.

## REQUEST

Desident

Our concern is over and beyond the safety of our pets. Our raised level of anxiety is that a child or person will be seriously hurt going forward, subjecting the city to civil and legal action. We, the undersigned, request the City Council, City Manager, Mebane Police and Animal Control develop a COMPREHENSIVE ANIMAL SERVICES POLICY to improve coordination within the appropriate Mebane Departments, while enhancing two-way communication between Mebane citizens and those responsible for administering said Animal Services Policy. At a minimum, we request that the policy address outline specific actions (i.e. 1st violation - notice; 2nd - legal citation; 3rd - outside containment), and the current definition of Dangerous for Animal Bites, Nuisance and Rabid Animals. The Ordinance should include forms, a phone line or an immediate reply email, so citizens can stay safe and informed to fully enjoy all that Mebane offers.

GARY LARSON	904S. Third St	LARSON, GARY 1 @GMAILCOM	336-408-6	
RAY AllEN	9005. Third ?	5,	919-563-	.1494
			aple Egmanl. com	331-465-3826

**Mebane Contacts** 

Animal Control - Joseph Moody City Council - Jonathon White City Manager - Chris Rollins Police Department - Mitch McKinney jmoody@mebanepd.com jwhite4mebane@gmail.com crollins@cityofmebane.com mmckinney@mebanepd.com Petition 3 of 11

## ANIMAL CONTROL, CITIZEN SAFETY & INFORMATION POLICY

#### **CONTEXT**

- For over fourteen months, residents of the Fair Oaks Subdivision including cyclists, walkers and dogs on leashes using the sidewalks of South Third St, between the 700 and 1000 blocks, have been subject to at least six known attacks by three different Pit bulls. Until recently, dozens of citizens utilize these sidewalks every day.
- On November 7, two Pit bulls known to reside in the 800 block of Stuart St, viciously mauled a dog on a leash, at the corner of Stonewall Dr and South Third St. This gruesome attack was caught on video, shared with the Mebane Police Department, and was followed-up by multiple in-person visits and emails. Although the current City Ordinance identifying an animal as Dangerous requires "more than a human bite;" and the Pit bulls have been At Large (Ordinance leaving the property of the keeper) dozens of times; the two dogs involved in five attacks are classified as Dangerous by the city. The two Pit bulls remain with the owner and are neither held in safe quarantine (i.e. Alamance County Shelter), nor have they been euthanized.
- On November 19, a different grey and white Pit bull, whose owners are believed to live in the 800 block of South Third St, approached a pedestrian and cyclist, aggressively chasing the cyclist on Stonewall Dr.
- While there has been extensive communication with representatives from the City Council, Mebane Police, City Manager and Mebane Animal Control, there appears to be limited progress, due in part to an ineffective, outdated and incomplete Animal Control Ordinance. The delayed response by city leaders has heightened misinformation and miscommunication, only adding to the perception of an unsafe environment. As a result, citizens are curtailing outside activities for fear of their own safety and the well being of their children and pets.
- While Mebane Leadership intentions are good, the current City Ordinance must be updated to include a single contact who can easily be reached; an enhanced two-way communication process; a revised definition of Dangerous; and specific steps to be taken by Mebane Support Services Division during an investigation.

#### **REQUEST**

Our concern is over and beyond the safety of our pets. Our raised level of anxiety is that a child or person will be seriously hurt going forward, subjecting the city to civil and legal action. We, the undersigned, request the City Council, City Manager, Mebane Police and Animal Control develop a COMPREHENSIVE ANIMAL SERVICES POLICY to improve coordination within the appropriate Mebane Departments, while enhancing two-way communication between Mebane citizens and those responsible for administering said Animal Services Policy. At a minimum, we request that the policy address outline specific actions (i.e. 1st violation - notice; 2nd - legal citation; 3rd - outside containment), and the current definition of Dangerous for Animal Bites, Nuisance and Rabid Animals. The Ordinance should include forms, a phone line or an immediate reply email, so citizens can stay safe and informed to fully enjoy all that Mebane offers.

Will Beasley 908 S. Shird St. Wheas 400 gmail. com 919 922 4429  Robert Peace 9103 Thind ST repeace 100 taind, re Tierry Mistr 506 5. This St. Tickle C grant. Co		(optional)		Email	_	Addı	Resident
Robert Peace 9103 Thiad ST repeace 10 teins, r		922 4+29	medicon 919	wbeas40@	S. Third St.	y 908	Will Beasley
	com					, , ,	Robens !
		9000	ICC 113. CDC				<u> </u>
					-		

**Mebane Contacts** 

Animal Control - Joseph Moody City Council - Jonathon White City Manager - Chris Rollins Police Department - Mitch McKinney jmoody@mebanepd.com jwhite4mebane@gmail.com crollins@cityofmebane.com mmckinney@mebanepd.com Petition <u>+</u> of <u>\(\lambda\)</u>

# ANIMAL CONTROL, CITIZEN SAFETY & INFORMATION POLICY

#### CONTEXT

- For over fourteen months, residents of the Fair Oaks Subdivision including cyclists, walkers and dogs on leashes using the sidewalks of South Third St, between the 700 and 1000 blocks, have been subject to at least six known attacks by three different Pit bulls. Until recently, dozens of citizens utilize these sidewalks every day.
- On November 7, two Pit bulls known to reside in the 800 block of Stuart St, viciously mauled a dog on a leash, at the corner of Stonewall Dr and South Third St. This gruesome attack was caught on video, shared with the Mebane Police Department, and was followed-up by multiple in-person visits and emails. Although the current City Ordinance identifying an animal as Dangerous requires "more than a human bite;" and the Pit bulls have been At Large (Ordinance leaving the property of the keeper) dozens of times; the two dogs involved in five attacks are classified as Dangerous by the city. The two Pit bulls remain with the owner and are neither held in safe quarantine (i.e. Alamance County Shelter), nor have they been euthanized.
- On November 19, a different grey and white Pit bull, whose owners are believed to live in the 800 block of South Third St, approached a pedestrian and cyclist, aggressively chasing the cyclist on Stonewall Dr.
- While there has been extensive communication with representatives from the City Council, Mebane Police, City
  Manager and Mebane Animal Control, there appears to be limited progress, due in part to an ineffective,
  outdated and incomplete Animal Control Ordinance. The delayed response by city leaders has heightened
  misinformation and miscommunication, only adding to the perception of an unsafe environment. As a result,
  citizens are curtailing outside activities for fear of their own safety and the well being of their children and pets.
- While Mebane Leadership intentions are good, the current City Ordinance must be updated to include a single contact who can easily be reached; an enhanced two-way communication process; a revised definition of **Dangerous**; and specific steps to be taken by Mebane Support Services Division during an investigation.

#### **REQUEST**

Our concern is over and beyond the safety of our pets. Our raised level of anxiety is that a child or person will be seriously hurt going forward, subjecting the city to civil and legal action. We, the undersigned, request the City Council, City Manager, Mebane Police and Animal Control develop a COMPREHENSIVE ANIMAL SERVICES POLICY to improve coordination within the appropriate Mebane Departments, while enhancing two-way communication between Mebane citizens and those responsible for administering said Animal Services Policy. At a minimum, we request that the policy address outline specific actions (i.e. 1st violation - notice; 2nd - legal citation; 3rd - outside containment), and the current definition of Dangerous for Animal Bites, Nuisance and Rabid Animals. The Ordinance should include forms, a phone line or an immediate reply email, so citizens can stay safe and informed to fully enjoy all that Mebane offers.

Resident	Address	Email	Phone (optional)	
Chris Vanc	e 4007 Grace Land	hin Ct. cuance	27302 @ymal. com	336-212-1969
2/1	del 35	16 Bentrid		
Shy	Jull 350	16 Bentric	ge Dr Nc 2	

**Mebane Contacts** 

Animal Control - Joseph Moody City Council - Jonathon White City Manager - Chris Rollins Police Department - Mitch McKinney jmoody@mebanepd.com jwhite4mebane@gmail.com crollins@cityofmebane.com mmckinney@mebanepd.com Petition <u>5</u> of <u>11</u>

# ANIMAL CONTROL, CITIZEN SAFETY & INFORMATION POLICY

#### **CONTEXT**

- For over fourteen months, residents of the Fair Oaks Subdivision including cyclists, walkers and dogs on leashes using the sidewalks of South Third St, between the 700 and 1000 blocks, have been subject to at least six known attacks by three different Pit bulls. Until recently, dozens of citizens utilize these sidewalks every day.
- On November 7, two Pit bulls known to reside in the 800 block of Stuart St, viciously mauled a dog on a leash, at the corner of Stonewall Dr and South Third St. This gruesome attack was caught on video, shared with the Mebane Police Department, and was followed-up by multiple in-person visits and emails. Although the current City Ordinance identifying an animal as Dangerous requires "more than a human bite;" and the Pit bulls have been At Large (Ordinance leaving the property of the keeper) dozens of times; the two dogs involved in five attacks are classified as Dangerous by the city. The two Pit bulls remain with the owner and are neither held in safe quarantine (i.e. Alamance County Shelter), nor have they been euthanized.
- On November 19, a different grey and white Pit bull, whose owners are believed to live in the 800 block of South Third St, approached a pedestrian and cyclist, aggressively chasing the cyclist on Stonewall Dr.
- While there has been extensive communication with representatives from the City Council, Mebane Police, City Manager and Mebane Animal Control, there appears to be limited progress, due in part to an ineffective, outdated and incomplete Animal Control Ordinance. The delayed response by city leaders has heightened misinformation and miscommunication, only adding to the perception of an unsafe environment. As a result, citizens are curtailing outside activities for fear of their own safety and the well being of their children and pets.
- While Mebane Leadership intentions are good, the current City Ordinance must be updated to include a single contact who can easily be reached; an enhanced two-way communication process; a revised definition of **Dangerous**; and specific steps to be taken by Mebane Support Services Division during an investigation.

## **REQUEST**

Our concern is over and beyond the safety of our pets. Our raised level of anxiety is that a child or person will be seriously hurt going forward, subjecting the city to civil and legal action. We, the undersigned, request the City Council, City Manager, Mebane Police and Animal Control develop a COMPREHENSIVE ANIMAL SERVICES POLICY to improve coordination within the appropriate Mebane Departments, while enhancing two-way communication between Mebane citizens and those responsible for administering said Animal Services Policy. At a minimum, we request that the policy address outline specific actions (i.e. 1st violation - notice; 2nd - legal citation; 3rd - outside containment), and the current definition of Dangerous for Animal Bites, Nuisance and Rabid Animals. The Ordinance should include forms, a phone line or an immediate reply email, so citizens can stay safe and informed to fully enjoy all that Mebane offers.

Resident	Address	Email	Phone (optional)	
fullong Ellis	909 Stu	not Anthony	mkee man wahoo.	con 919-619-6505
YONNE BUTLE		DR. YONNIE_200		919-304-4937
Tommy + Vale			Dr V williams 236	
			ve Tryhubanko 38	
			Prive Ruybii @	
/ )		of rking 18960		
	3	0		

**Mebane Contacts** 

Animal Control - Joseph Moody City Council - Jonathon White City Manager - Chris Rollins Police Department - Mitch McKinney jmoody@mebanepd.com jwhite4mebane@gmail.com crollins@cityofmebane.com mmckinney@mebanepd.com Petition 6 of 11

# ANIMAL CONTROL, CITIZEN SAFETY & INFORMATION POLICY

#### CONTEXT

- For over fourteen months, residents of the Fair Oaks Subdivision including cyclists, walkers and dogs on leashes using the sidewalks of South Third St, between the 700 and 1000 blocks, have been subject to at least six known attacks by three different Pit bulls. Until recently, dozens of citizens utilize these sidewalks every day.
- On November 7, two Pit bulls known to reside in the 800 block of Stuart St, viciously mauled a dog on a leash, at the corner of Stonewall Dr and South Third St. This gruesome attack was caught on video, shared with the Mebane Police Department, and was followed-up by multiple in-person visits and emails. Although the current City Ordinance identifying an animal as Dangerous requires "more than a human bite;" and the Pit bulls have been At Large (Ordinance leaving the property of the keeper) dozens of times; the two clogs involved in five attacks are classified as Dangerous by the city. The two Pit bulls remain with the owner and are neither held in safe quarantine (i.e. Alamance County Shelter), nor have they been euthanized.
- On November 19, a different grey and white Pit bull, whose owners are believed to live in the 800 block of South Third St, approached a pedestrian and cyclist, aggressively chasing the cyclist on Stonewall Dr.
- While there has been extensive communication with representatives from the City Council, Mebane Police, City Manager and Mebane Animal Control, there appears to be limited progress, due in part to an ineffective, outdated and incomplete Animal Control Ordinance. The delayed response by city leaders has heightened misinformation and miscommunication, only adding to the perception of an unsafe environment. As a result, citizens are curtailing outside activities for fear of their own safety and the well being of their children and pets.
- While Mebane Leadership intentions are good, the current City Ordinance must be updated to include a single contact who can easily be reached; an enhanced two-way communication process; a revised definition of Dangerous; and specific steps to be taken by Mebane Support Services Division during an investigation.

#### REQUEST

Ocaidana

Our concern is over and beyond the safety of our pets. Our raised level of anxiety is that a child or person will be seriously hurt going forward, subjecting the city to civil and legal action. We, the undersigned, request the City Council, City Manager, Mebane Police and Animal Control develop a COMPREHENSIVE ANIMAL SERVICES POLICY to improve coordination within the appropriate Mebane Departments, while enhancing two-way communication between Mebane citizens and those responsible for administering said Animal Services Policy. At a minimum, we request that the policy address outline specific actions (i.e. 1st violation - notice; 2nd - legal citation; 3rd - outside containment), and the current definition of Dangerous for Animal Bites, Nuisance and Rabid Animals. The Ordinance should include forms, a phone line or an immediate reply email, so citizens can stay safe and informed to fully enjoy all that Mebane offers.

MESIQUIN.	A	aciress	Email	P	none (optional)		
DANHY	ayers	1005 STV)	art on.	inchndoi	dayers j- e	amzil.	com
Cardy	mLoy	MEB AY 1000 5	13 HC 2725	3 (919 449.	dayersjræ 1)610-9339 336-675-1	441	
Emily	4 Matt	Keye 30	OZPickett	Ln 910	- 200-1901	•	
Wil	11 iam	(elom	905 Stu	ant Dr.	781-632	2-2047	7
Ely Ju	de Nigh	- 901	Strut On	e Welson	336-260	-4439	
Block	spigelmy	ea 904	STUALT I	nive	336-609-	9339	

**Mebane Contacts** 

Animal Control - Joseph Moody City Council - Jonathon White City Manager - Chris Rollins Police Department - Mitch McKinney jmoody@mebanepd.com jwhite4mebane@gmail.com crollins@cityofmebane.com mmckinney@mebanepd.com Petition 7 of W

# ANIMAL CONTROL, CITIZEN SAFETY & INFORMATION POLICY

### CONTEXT

- For over fourteen months, residents of the Fair Oaks Subdivision including cyclists, walkers and dogs on leashes
  using the sidewalks of South Third St, between the 700 and 1000 blocks, have been subject to at least six known
  attacks by three different Pit bulls. Until recently, dozens of citizens utilize these sidewalks every day.
- On November 7, two Pit bulls known to reside in the 800 block of Stuart St, viciously mauled a dog on a leash, at the corner of Stonewall Dr and South Third St. This gruesome attack was caught on video, shared with the Mebane Police Department, and was followed-up by multiple in-person visits and emails. Although the current City Ordinance identifying an animal as Dangerous requires "more than a human bite;" and the Pit bulls have been At Large (Ordinance leaving the property of the keeper) dozens of times; the two dogs involved in five attacks are classified as Dangerous by the city. The two Pit bulls remain with the owner and are neither held in safe quarantine (i.e. Alamance County Shelter), nor have they been euthanized.
- On November 19, a different grey and white Pit bull, whose owners are believed to live in the 800 block of South Third St, approached a pedestrian and cyclist, aggressively chasing the cyclist on Stonewall Dr.
- While there has been extensive communication with representatives from the City Council, Mebane Police, City Manager and Mebane Animal Control, there appears to be limited progress, due in part to an ineffective, outdated and incomplete Animal Control Ordinance. The delayed response by city leaders has heightened misinformation and miscommunication, only adding to the perception of an unsafe environment. As a result, citizens are curtailing outside activities for fear of their own safety and the well being of their children and pets.
- While Mebane Leadership intentions are good, the current City Ordinance must be updated to include a single contact who can easily be reached; an enhanced two-way communication process; a revised definition of Dangerous; and specific steps to be taken by Mebane Support Services Division during an investigation.

#### REQUEST

Our concern is over and beyond the safety of our pets. Our raised level of anxiety is that a child or person will be seriously hurt going forward, subjecting the city to civil and legal action. We, the undersigned, request the City Council, City Manager, Mebane Police and Animal Control develop a COMPREHENSIVE ANIMAL SERVICES POLICY to improve coordination within the appropriate Mebane Departments, while enhancing two-way communication between Mebane citizens and those responsible for administering said Animal Services Policy. At a minimum, we request that the policy address outline specific actions (i.e. 1st violation - notice; 2nd - legal citation; 3rd - outside containment), and the current definition of Dangerous for Animal Bites, Nuisance and Rabid Animals. The Ordinance should include forms, a phone line or an immediate reply email, so citizens can stay safe and informed to fully enjoy all that Mebane offers.

MESIOGINE	Address	Email	Phone (option	al)
Ken Technon	300 PICICETT	Ly ken 21070	gnail, com	
		1st onlinelin		
				A Managaman Chang and Chang and Chang and Annual Annual Annual Annual Annual Annual Annual Annual Annual Annua

Mebane Contacts

Animal Control - Joseph Moody City Council - Jonathon White City Manager - Chris Rollins Police Department - Mitch McKinney jmoody@mebanepd.com jwhite4mebane@gmail.com crollins@cityofmebane.com mmckinney@mebanepd.com Petition 8 of W

## ANIMAL CONTROL, CITIZEN SAFETY & INFORMATION POLICY

#### **CONTEXT**

- For over fourteen months, residents of the Fair Oaks Subdivision including cyclists, walkers and dogs on leashes using the sidewalks of South Third St, between the 700 and 1000 blocks, have been subject to at least six known attacks by three different Pit bulls. Until recently, dozens of citizens utilize these sidewalks every day.
- On November 7, two Pit bulls known to reside in the 800 block of Stuart St, viciously mauled a dog on a leash, at the corner of Stonewall Dr and South Third St. This gruesome attack was caught on video, shared with the Mebane Police Department, and was followed-up by multiple in-person visits and emails. Although the current City Ordinance identifying an animal as Dangerous requires "more than a human bite;" and the Pit bulls have been At Large (Ordinance leaving the property of the keeper) dozens of times; the two dogs involved in five attacks are classified as Dangerous by the city. The two Pit bulls remain with the owner and are neither held in safe quarantine (i.e. Alamance County Shelter), nor have they been euthanized.
- On November 19, a different grey and white Pit bull, whose owners are believed to live in the 800 block of South Third St, approached a pedestrian and cyclist, aggressively chasing the cyclist on Stonewall Dr.
- While there has been extensive communication with representatives from the City Council, Mebane Police, City Manager and Mebane Animal Control, there appears to be limited progress, due in part to an ineffective, outdated and incomplete Animal Control Ordinance. The delayed response by city leaders has heightened misinformation and miscommunication, only adding to the perception of an unsafe environment. As a result, citizens are curtailing outside activities for fear of their own safety and the well being of their children and pets.
- While Mebane Leadership intentions are good, the current City Ordinance must be updated to include a single contact who can easily be reached; an enhanced two-way communication process; a revised definition of Dangerous; and specific steps to be taken by Mebane Support Services Division during an investigation.

#### REQUEST

Our concern is over and beyond the safety of our pets. Our raised level of anxiety is that a child or person will be seriously hurt going forward, subjecting the city to civil and legal action. We, the undersigned, request the City Council, City Manager, Mebane Police and Animal Control develop a COMPREHENSIVE ANIMAL SERVICES POLICY to improve coordination within the appropriate Mebane Departments, while enhancing two-way communication between Mebane citizens and those responsible for administering said Animal Services Policy. At a minimum, we request that the policy address outline specific actions (i.e. 1st violation - notice; 2nd - legal citation; 3rd - outside containment), and the current definition of Dangerous for Animal Bites, Nuisance and Rabid Animals. The Ordinance should include forms, a phone line or an immediate reply email, so citizens can stay safe and informed to fully enjoy all that Mebane offers.

Resident	Address	Email	Phone (optiona	ıl)
Katie Whitaker	812 5 3 rd St	whitakerkjko	gmail.com	919 619 7470
Jasse Wh	itaker 812		<u> </u>	ker@gmail.com
				<b>J</b> -
			· · · · · · · · · · · · · · · · · · ·	

**Mebane Contacts** 

Animal Control - Joseph Moody City Council - Jonathon White City Manager - Chris Rollins Police Department - Mitch McKinney jmoody@mebanepd.com jwhite4mebane@gmail.com crollins@cityofmebane.com mmckinney@mebanepd.com Petition 9 of 11

## ANIMAL CONTROL, CITIZEN SAFETY & INFORMATION POLICY

#### **CONTEXT**

- For over fourteen months, residents of the Fair Oaks Subdivision including cyclists, walkers and dogs on leashes using the sidewalks of South Third St, between the 700 and 1000 blocks, have been subject to at least six known attacks by three different Pit bulls. Until recently, dozens of citizens utilize these sidewalks every day.
- On November 7, two Pit bulls known to reside in the 800 block of Stuart St, viciously mauled a dog on a leash, at the corner of Stonewall Dr and South Third St. This gruesome attack was caught on video, shared with the Mebane Police Department, and was followed-up by multiple in-person visits and emails. Although the current City Ordinance identifying an animal as Dangerous requires "more than a human bite;" and the Pit bulls have been At Large (Ordinance leaving the property of the keeper) dozens of times; the two dogs involved in five attacks are classified as Dangerous by the city. The two Pit bulls remain with the owner and are neither held in safe quarantine (i.e. Alamance County Shelter), nor have they been euthanized.
- On November 19, a different grey and white Pit bull, whose owners are believed to live in the 800 block of South Third St, approached a pedestrian and cyclist, aggressively chasing the cyclist on Stonewall Dr.
- While there has been extensive communication with representatives from the City Council, Mebane Police, City
  Manager and Mebane Animal Control, there appears to be limited progress, due in part to an ineffective,
  outdated and incomplete Animal Control Ordinance. The delayed response by city leaders has heightened
  misinformation and miscommunication, only adding to the perception of an unsafe environment. As a result,
  citizens are curtailing outside activities for fear of their own safety and the well being of their children and pets.
- While Mebane Leadership intentions are good, the current City Ordinance must be updated to include a single contact who can easily be reached; an enhanced two-way communication process; a revised definition of Dangerous; and specific steps to be taken by Mebane Support Services Division during an investigation.

#### **REQUEST**

Our concern is over and beyond the safety of our pets. Our raised level of anxiety is that a child or person will be seriously hurt going forward, subjecting the city to civil and legal action. We, the undersigned, request the City Council, City Manager, Mebane Police and Animal Control develop a COMPREHENSIVE ANIMAL SERVICES POLICY to improve coordination within the appropriate Mebane Departments, while enhancing two-way communication between Mebane citizens and those responsible for administering said Animal Services Policy. At a minimum, we request that the policy address outline specific actions (i.e. 1st violation - notice; 2nd - legal citation; 3rd - outside containment), and the current definition of Dangerous for Animal Bites, Nuisance and Rabid Animals. The Ordinance should include forms, a phone line or an immediate reply email, so citizens can stay safe and informed to fully enjoy all that Mebane offers.

Resident	Address	Email	Phone (optional)	
Robert MAR	ton 201 Elenter	St RMARTIN 220	teiad, RR. com	
Chris (	estelda 612	) 55th Street	Mibani N(27302	
	st 635 Heartpin			
Bois	Voder 7102	Hebra Ch Rd Me	Same Chyoder R	400 .com
Cindy Fei	/ ts 440, Ceda	r In Cfelts 30	Som bhyoder &	336-213-8718
The state of the s			ne 919-563-35	

**Mebane Contacts** 

Animal Control - Joseph Moody City Council - Jonathon White City Manager - Chris Rollins Police Department - Mitch McKinney jmoody@mebanepd.com jwhite4mebane@gmail.com crollins@cityofmebane.com mmckinney@mebanepd.com Petition 10 of 11

## ANIMAL CONTROL, CITIZEN SAFETY & INFORMATION POLICY

#### CONTEXT

- For over fourteen months, residents of the Fair Oaks Subdivision including cyclists, walkers and dogs on leashes using the sidewalks of South Third St, between the 700 and 1000 blocks, have been subject to at least six known attacks by three different Pit bulls. Until recently, dozens of citizens utilize these sidewalks every day.
- On November 7, two Pit bulls known to reside in the 800 block of Stuart St, viciously mauled a dog on a leash, at the corner of Stonewall Dr and South Third St. This gruesome attack was caught on video, shared with the Mebane Police Department, and was followed-up by multiple in-person visits and emails. Although the current City Ordinance identifying an animal as Dangerous requires "more than a human bite;" and the Pit bulls have been At Large (Ordinance leaving the property of the keeper) dozens of times; the two dogs involved in five attacks are classified as Dangerous by the city. The two Pit bulls remain with the owner and are neither held in safe quarantine (i.e. Alamance County Shelter), nor have they been euthanized.
- On November 19, a different grey and white Pit bull, whose owners are believed to live in the 800 block of South Third St, approached a pedestrian and cyclist, aggressively chasing the cyclist on Stonewall Dr.
- While there has been extensive communication with representatives from the City Council, Mebane Police, City Manager and Mebane Animal Control, there appears to be limited progress, due in part to an ineffective, outdated and incomplete Animal Control Ordinance. The delayed response by city leaders has heightened misinformation and miscommunication, only adding to the perception of an unsafe environment. As a result, citizens are curtailing outside activities for fear of their own safety and the well being of their children and pets.
- While Mebane Leadership intentions are good, the current City Ordinance must be updated to include a single contact who can easily be reached; an enhanced two-way communication process; a revised definition of Dangerous; and specific steps to be taken by Mebane Support Services Division during an investigation.

#### REQUEST

Our concern is over and beyond the safety of our pets. Our raised level of anxiety is that a child or person will be seriously hurt going forward, subjecting the city to civil and legal action. We, the undersigned, request the City Council, City Manager, Mebane Police and Animal Control develop a COMPREHENSIVE ANIMAL SERVICES POLICY to improve coordination within the appropriate Mebane Departments, while enhancing two-way communication between Mebane citizens and those responsible for administering said Animal Services Policy. At a minimum, we request that the policy address outline specific actions (i.e. 1st violation - notice; 2nd - legal citation; 3rd - outside containment), and the current definition of Dangerous for Animal Bites, Nuisance and Rabid Animals. The Ordinance should include forms, a phone line or an immediate reply email, so citizens can stay safe and informed to fully enjoy all that Mebane offers.

Resident	Address	Email	Phone (optional)	
Molly O'Duye	er 902 s.T	hirdst histor	ymaiden@gmail.com	9704242331
$b_{i}$				
				!
				<del></del>

**Mebane Contacts** 

Animal Control - Joseph Moody City Council - Jonathon White City Manager - Chris Rollins Police Department - Mitch McKinney

jmoody@mebanepd.com jwhite4mebane@gmail.com crollins@cityofmebane.com mmckinney@mebanepd.com Petition 11 of 11



# POLICE DEPARTMENT





# **OVERVIEW**

# What Initiated This Review?

- Nov. 6, 2023
  - Mebane Police Department Responded to a Call For Service in the Fair Oaks Community involving a Dog-on-Dog Attack
- Nov. 7, 2023

Mebane Police Department Investigation completed, resulting in:

- Criminal charges filed
- Two dogs classified as "dangerous dogs" seized under City of Mebane Code of Ordinances, Chapter 4 Sec. 4-76
- Court case dismissed by the court after seized dogs were placed in out-of-state rehabilitation program.
- Second June 21<sup>st</sup> case set for August 2024
- Dec. 8, 2023

**City Manager Rollins Responded to Fair Oaks Community Petition** 





# Enhancing Our Response to Animal Related Calls for Service & Mebane PD's Goals:

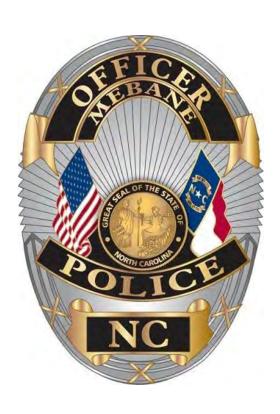
- Responsive to Our Community Members
  - Address each concern presented in the petition
- Support MPD's Strategic Plan Goal of Continuous Improvement
  - Review of Mebane City Ordinance Chapter 4, Animals Sec. 4-76
     "Dangerous Dogs" and associated subsections
- Constitutionally Based
  - Support constitutional policing and due process rights of all
  - Consideration of Breed Specific Laws (BSL) with a case
     review of the impact to cities in three states that implemented BSL's
- Data Informed the Proposed Changes
  - Overview of total animal-related calls for service over a 5-year period





# MPD's Response to the Fair Oaks Community Animal Related Call for Service

- Direct Contact with All Parties and Correspondence Received
  - MPD made direct contact with all individuals expressing concerns associated with the attack
- MPD Investigation
  - Identified the owners of the dangerous dogs
  - Two dogs were determined to be "dangerous dogs"
  - Second investigation conducted June 21 involving another dog also resulted in criminal charge with court set for Aug. 2024
- Appropriate Actions Taken
  - Criminal charges secured for the two separate investigations
    - MPD will request therapeutic support from the court to assist with assessing defendant's ability to safely keep and maintain dogs.
  - MPD is committed to enforcing our ordinances when violations occur





# MPD's Response to the Fair Oaks Community Animal Related Call for Service

- Address Concerns in the Fair Oaks Petition
  - Review of Existing Ordinance
  - Community Questions
  - Perceptions of community members
- Constitutionally Based
  - Support constitutional policing and due process rights of all
    - 5<sup>th</sup> Amendment Protections:
      - ✓ Right to a Jury Trial & Right to a Fair Trail
      - ✓ Double Jeopardy Protection & Protection Against Self-Incrimination
      - ✓ Protection Against Taking of Property by the Government without Compensation
- Data Informed the Proposed Changes
  - Overview of total animal-related calls for service over a 5-year period





# **Ordinance Review**

The existing ordinance needed to align with the provisions of NC General Statute Article 1A Dangerous Dogs

Amended Ordinance Language Submitted for Mebane City Council's Consideration to update and/or include definitions from:

- NCGS 67 4.1, NCGS 67 4.2, NCGS 67 4.3, NCGS 67 4.4, and NCGS 4.5
- References NCGS 19-A Protection of Animals
- References NCGS 130A-196 & NCGS 130A-200
- A Dangerous Dog
  - confirmed Mebane City Ordinance language mirrors NC Dangerous Dog's NCGS 67-4.1
- Owner & Owner's Real Property
  - added definition for "Owner" and "Real Property" from NCGS 67-4.1





# The existing ordinance needed to align with the provisions of NC General Statute Article 1A Dangerous Dogs

Amended Ordinance Language Submitted for Mebane City Council's Consideration to update and/or include definitions from:

- NCGS 67- 4.1, NCGS 67 4.2, NCGS 67 4.3,
   NCGS 67 4.4, and NCGS 4.5
- References NCGS 19-A Protection of Animals
- References NCGS 130A-196 & NCGS 130A-200
- Severe Injury
  - language amended to mirror the consolidated for "Severe Injury" from NCGS 67-4.1
- Animal Control Authority Responsibilities
  - language amended to mirror NCGS 67-4.1
- Owner Notification Requirements & Confinement Requirements
  - language amended to mirror NCGS 67-4.2





# **Ordinance Review**

The existing ordinance needed to align with the provisions of NC General Statute Article 1A Dangerous Dogs

Amended Ordinance Language Submitted for Mebane City Council's Consideration to update and/or include definitions from:

- NCGS 67- 4.1, NCGS 67 4.2, NCGS 67 4.3, NCGS 67 4.4, and NCGS 4.5
- References NCGS 19-A Protection of Animals
- References NCGS 130A-196 & NCGS 130-200
- Penalties and Enforcement
  - language amended to mirror NCGS 67-4.3 & NCGS 15A-123
- Authority to Remove of Humanely Euthanize Dogs
  - language amended to mirror NCGS 67-4.1
- Appeals and Hearings
  - language amended to mirror NCGS 67-4.1
- Review Board
  - language amended to mirror NCGS 67-4.1





# **Community Questions**

What is the precise definition of a dangerous dog?

# A Dangerous Dog is a dog that:

- Without provocation, has killed or inflicted severe injury on a person;
- Is determined by the person or Board designated by the county or municipal Animal Control Authority, or pursuant to G.S. 130A-200 local health director, responsible for animal control to be potentially dangerous because the dog has engaged in one or more of the behaviors listed in subdivision (2) of this subsection or,
- Any dog owned or harbored primarily, or in part, for the purpose of dog fighting, or any dog trained for dog fighting.





# **Community Questions**

What is the procedure for a resident to report a scary incident with a dog?

- The procedure for Calls For Service requests is the same for any reporting.
- This helps ensure:
  - Assist with Enhancing Public and Officer Safety
  - efficiency and simplicity for community members
  - unified procedure regardless of call type
  - consistent handling of all inquiries and emergencies.
- Community members can contact us through either the non-emergency number (919) 563-9031 or 911.



Can we have that clearly spelled out on our website and have it show up if someone searches for "dog."

Yes, we the search capability active on our City of Mebane website. https://cityofmebanenc.gov/search-site/?term=Dog



Can we have this shown on social media maybe once a year?

Yes, and we also plan to do so through our social media video series produced by City of Mebane PIO K. Hunter

Can we have an online incident report form?

- Yes, we have been reviewing this capability of implementing OIR software
- There are pros and we want to make sure we mitigate the cons to that system
  - Ensures Consistent Services to our Stakeholders
    - √ some may lack access to technology
  - Assists with Enhancing Public and Officer Safety
    - ✓ Officer response increases knowledge of the area
    - ✓ Enhances public trust
  - Direct Response Mitigates Concerns of Technology Outages

If a dog acts in a very aggressive way but is on a leash the entire time, is there anything to report?

■ If a dog is on a leash, the owner is in compliance with our ordinance, and NC general statute. The owner would not be in violation of a law under those circumstances





# **Community Questions**

If a dog acts in a very aggressive way but is on a leash the entire time, is there anything to report?

If a dog is on a leash, the owner is in compliance with our ordinance, and NC general statute. The owner would not be in violation of a law under those circumstances

Is there any way for residents to have a notification of a dangerous dog incident?

- The City of Mebane utilizes Code Red as an alert system reserved for significant events.
- Frequent notifications similar to what communities experienced with color-coded terrorism alerts post-9/11 or constant COVID-19 updates can result in "alert fatigue" significantly reducing the effectiveness of alerting systems during genuinely critical events.





# **Community Questions**

If a dangerous dog is dealt with and the same owner gets another dog that acts dangerously, what recourse is there?

• All cases are investigated independently to ensure the integrity of the case. Previous incident history is always a part of the case review and evaluating criteria. MPD applied this process in the most recent case during our second investigation in the Fair Oaks Community.

# Can someone be named a "dangerous dog owner"?

Legally, we do not have legal recourse to classify an individual as a "dangerous dog owner." While we take dangerous dog incidents very seriously, we must balance public safety concerns with individual rights to due process.

If someone has a dangerous dog incident, is there any way to have their homeowner's insurance be notified?

- Civil matters require the parties to make the decision to file a claim.
- This would follow a process similar to a motor vehicle crash between parties.





# MPD ACTION STEPS

### **Community Questions**

### What city's policies were reviewed to double check our policy?

- MPD reviewed the existing policies for six NC cities:
  - Apex, Cary, Durham, Raleigh, Chapel Hill & Charlotte

### **Breed-Specific Legislation (BSL) Review**

- Additionally, MPD reviewed outcomes of Breed-Specific Legislation (BSL) which refers to laws regulating or banning certain dog breeds believed to pose a danger to humans and other animals. States that enacted that legislation to included
  - Denver Colorado Colorado Dog Fanciers v. Denver
  - Lima Ohio <u>City of Lima v. McCain</u>
  - Prince George Maryland <u>Venero et al v. Prince George's County</u>
- Each of the ordinances created in the cities were determined to violate the due process rights of dog owners. Specifically, the court rulings identified violations of their fifth amendment and fourteenth amendment rights.





# MPD ACTION STEPS

### **Community Questions**

If, for example, a dog attacked a child and sent it to the hospital, what recourse would that family have?

- The family can, and MPD would encourage them to, submit a report with our department to have the event investigated.
- MPD would conduct the investigation and, if criminal offenses are identified, would pursue equitable application of the law.
- The impacted victim of the incident would have to decide what course they choose to follow.
- MPD cannot provide legal advice regarding potential civil litigation.

### Would they have to sue the dog owner?

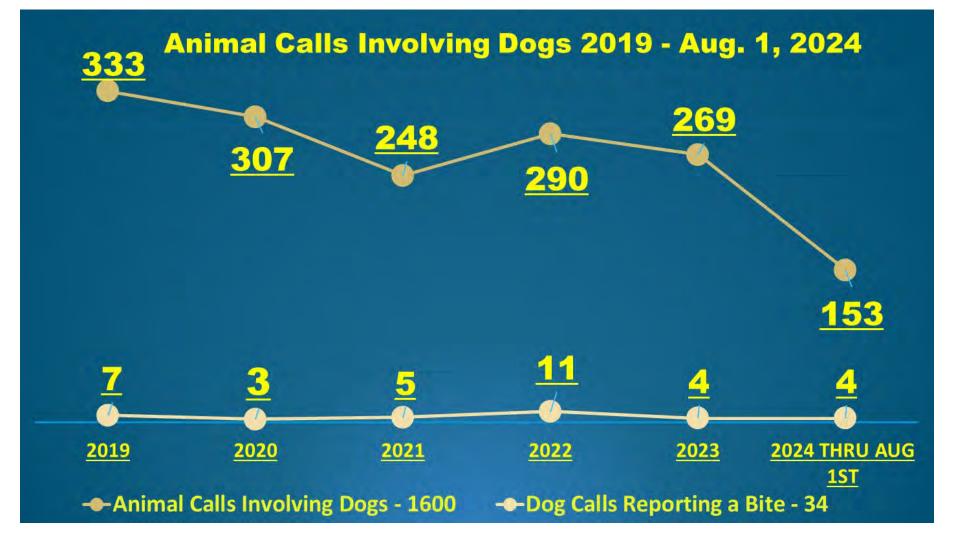
- MPD cannot provide legal advice regarding potential civil litigation.
- What risk does the city have if the family sues the city and we, (City of Mebane) were following our current policy?
  - I defer to Mebane City Attorney, Mr. Brown regarding this question.





# MPD ACTION STEPS

**Data Review 2019-2024** 







# **QUESTIONS?**





### AGENDA ITEM #11

### Recommendation to the Alamance County Commissioners for Appointment to the Alamance County Library Committee

J	r	ρ	ς	ρ	n	Ť	ρ	r

Lawson Brown, City Attorney

**Public Hearing** 

Yes □ No 区

#### Summary

Three applications were received for the Council's consideration in making recommendations to the Alamance County Board of Commissioners' appointment for the two (2) vacant Mebane trustee positions.

#### **Background**

Per the Alamance County Library Committee Bylaws, Mebane shall have two (2) trustees from the City of Mebane and recommended by the Mebane City Council. Mebane's former trustees Courtney Doi and Lorna Nelson's terms expired on June 30, 2024, and neither requested reappointment. As of June 14<sup>th</sup>, staff had only received one application. After advertising the position vacancies on social media, staff has now received three eligible applications.

Committee terms are for two (2) years and typically begin on July 1st.

Financial Impact		
N/A		
Recommendation		
Staff has no recommendation regarding the	e three individuals who a	applied for the positions: Matthew
Roberts, Kayla Schilke, and Lynn Merrill.		
Suggested Motion		
I make a motion to recommend	and	for appointment by the
Alamance County Board of Commissioners to	o serve as a Mebane trust	ee on the Alamance County Library
Committee.		

#### Attachments

1. Applications

## **Application for Committee Membership**

\*Alamance County does not discriminate on the basis of race, color, religion, sex, age, national origin, handicap or disability. Information given on this application is a matter of public record and can be disclosed to third parties.

#### **Date of Application**

06/14/2024

#### Name of Applicant

Matthew E Roberts

#### Are you 18 years of age or older?

Yes

#### **Home Address**

3020 Bermuda Bay Ln. Apt. # 104

#### City

Mebane

#### **ZIP Code**

27302

#### **Home Phone Number**

919-323-6468

#### **Employer**

NC District Church of the Nazarene

#### **Employer Address**

P.O. Box 370, Mebane, NC 27302

#### **Work Phone Number**

704-540-8300

#### **E-mail Address**

matt@ncnaz.org

#### Have you ever been convicted of a felony?

No

# Are you a registered voter in Alamance County?

Yes

#### **Educational Background**

B.S. Religion, M.A. Religion, M. Rel. Ed., M. Div., M.Ed., S.T.M., Doctoral Candidate Ed.D.

# Are you currently serving on any other boards or committees in Alamance County?

Yes

#### If Yes, Please List

Board of Directors Freedom's Hope Compassionate Ministry Center

# Please list any qualifications that you possess that would assist your service on this board or committee

Strategically minded thinker.
Committed to higher education for all.
Seek to find integrity and accountability in all areas.
Lived in Alamance County since 2006.
Able to maintain confidentiality when required.

## Please list any volunteer or civic activities that you are involved in

Served as Chief Judge (Precinct 104) for Alamance Board of Elections from 2021-2023. Served as Election Official from 2012-2020.

## What impact do you hope to have by serving on this board or committee?

To contribute my skillset and knowledge to making our community college system a place where residents can learn and grow, which in turn keeps Alamance County a great place to live, work and visit.

#### **Gender (Required by State)**

Male

## **Number of Years as an Alamance County resident**

18

# Residence located in which area of county (Township / City / Area)

Mebane

#### **Board Applied For:**

Library Committee

#### Date / Time

Friday, June 14, 2024 16:15

## **Application for Committee Membership**

\*Alamance County does not discriminate on the basis of race, color, religion, sex, age, national origin, handicap or disability. Information given on this application is a matter of public record and can be disclosed to third parties.

#### **Date of Application**

7/1/2024

#### Name of Applicant

Kayla Schilke

#### Are you 18 years of age or older?

Yes

#### **Home Address**

1100 Longleaf Pine Pl

#### City

Mebane

#### **ZIP Code**

27302

#### **Home Phone Number**

919-943-2933

#### Have you ever been convicted of a felony?

No

## Are you a registered voter in Alamance County?

Yes

#### **Educational Background**

BA and MA in English from UNC Wilmington

Are you currently serving on any other boards or committees in Alamance County?

No

# Please list any qualifications that you possess that would assist your service on this board or committee

My degree/background is in English Literature and Women's and Gender Studies. I have a passion for lifelong learning and the Humanities and Arts. I am a supporter of the Library and the services library systems have for the community.

## Please list any volunteer or civic activities that you are involved in

Currently part of the Durham Mothers Club where I participate in activities like the Anti-Racist Study Group, Nonfiction Book Club, Parenting Book Club, and volunteer work with Book Harvest.

### What impact do you hope to have by serving on this board or committee?

I hope to provide support to the Alamance County Library system and the communities it serves. I'm interested in learning more about the work involved in this committee, and I hope I can help the library's continued growth.

#### **Gender (Required by State)**

Female

## **Number of Years as an Alamance County resident**

1.5

# Residence located in which area of county (Township / City / Area)

Mebane/Alamance County

#### **Board Applied For:**

Library Committee

#### Date / Time

Monday, July 1, 2024 21:38

## **Application for Committee Membership**

\*Alamance County does not discriminate on the basis of race, color, religion, sex, age, national origin, handicap or disability. Information given on this application is a matter of public record and can be disclosed to third parties.

#### **Date of Application**

July 2, 2024

#### Name of Applicant

Lynn Merrill

#### Are you 18 years of age or older?

Yes

#### **Mailing Address**

806 Socata Lane

#### **Home Address**

806 Socata Lane

#### City

Mebane

#### **ZIP Code**

27302

#### **Home Phone Number**

919-428-1990

#### **Employer**

Sandvik

#### **Employer Address**

1483 Dogwood Way Mebane, NC 27302

#### **Work Phone Number**

N/A

#### **E-mail Address**

lynnhmerrill@gmail.com

#### **Fax Number**

N/A

#### Have you ever been convicted of a felony?

No

## Are you a registered voter in Alamance County?

Yes

#### **Educational Background**

BA in Elementary and Special Education from Elon University - 2005 MED in Elementary Education (K-6 Mathematics) from UNC Chapel Hill -2017

# Are you currently serving on any other boards or committees in Alamance County?

No

# Please list any qualifications that you possess that would assist your service on this board or committee

\*Excellent interpersonal skills - shaped by my many years as an elementary teacher and my new role in Human Resources at Sandvik. \*Active and engaged listener - adept at making others feel heard, valued, and seen. \*Enthusiastic when working with and for others - we truly are better together! \*Keen awareness of literacy needs in today's complex and ever-changing world.

# Please list any volunteer or civic activities that you are involved in

\*Member of The Mebane Woman's Club (MWC)!
\*Member of The MWC Civic Engagement &
Outreach Community Service Program! \*Member of
The MWC Education & Libraries Community Service
Program!

## What impact do you hope to have by serving on this board or committee?

I hope to put forth a unique perspective on library matters - both as a former educator and lifelong learner. I also desire to give back in some way to a community that has given so much to me! To say I am eager to serve is definitely an understatement. ;-)

#### **Gender (Required by State)**

Female

## **Number of Years as an Alamance County resident**

12

#### **Additional Comments**

Thank you in advance for your consideration of my application for this library committee position!

#### **Board Applied For:**

Library Committee

#### Date / Time

Tuesday, July 2, 2024 13:08



### AGENDA ITEM #12

### New Third Street Elevated Storage Tank Lighting & Logo Placement

#### Meeting date

August 5, 2024

#### Presenter

Kyle Smith, PE- Utilities Director

**Public Hearing** 

Yes □ No 🗵

#### Summary

Public Utilities is exploring adding uplighting to the new elevated storage tank on S Third Street. We also have two logos in our contract with Landmark Structures and are looking at placement options.

#### Background

Public Utilities has been looking into the possibility of uplighting the new elevated storage tank at 1420 S Third Street. We have been exploring uplighting options with the ability to change colors depending on local events and/or seasons and the ability to control remotely. This will give the tank a more aesthetically pleasing appearance at night.

We currently have two City logos in the contract with Landmark. We have looked at the best locations in the field for the logos and advise placing one logo that would be visible from 119 S around the interstate interchange, Maple Ln, and Holmes Rd. In order to make the logo placements uniform we have looked at the option of placing the second logo on the north side of the tank where it will be visible from NCIC. The tank will be visible from the 119 and Hwy 70 overpass but the logo will likely be illegible from this location. The logos will be approximately 35 feet long and 15 feet high.

#### **Financial Impact**

The estimated cost for the uplighting will be approximately \$25,000 to \$45,000 for design and \$125,000 to \$160,000 for equipment and installation. We currently have approximately \$150,000 in contingency and \$40,000 in credits due to change orders.

#### Recommendation

Advise staff if the Council prefers to peruse the lighting option and agreement on logo placement.

#### **Attachments**

1. Lighting and Logo Placement PowerPoint.



# S THIRD STREET ELEVATED STORAGE TANK

LIGHTING AND LOGO PLACEMENT

# TANK LIGHTING







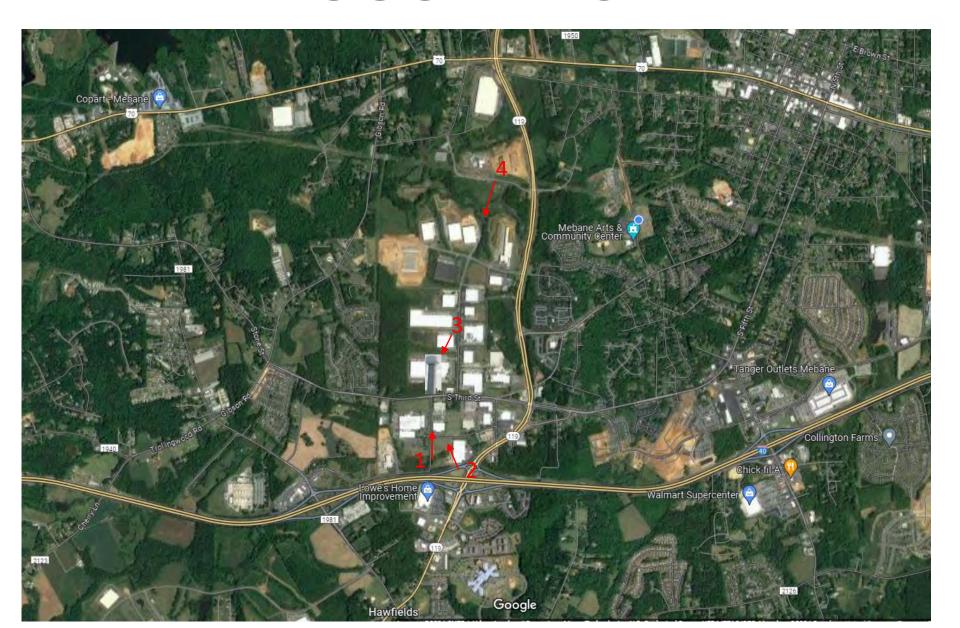








# TANK LOGO PLACEMENT





# TANK LOGO PLACEMENT



Photo 1 – Maple Lane Looking North – 2,100 Feet



Photo 2 – NC 119 Looking North from Overpass at I-40 – 2,480 Feet



# TANK LOGO PLACEMENT



Photo 3 – Corporate Park Drive Looking South – 1,200 Feet



Photo 4 – Development Center Drive Looking South – 1.1 Miles



# **QUESTIONS?**



### AGENDA ITEM #13

Community Advisory Committee Appointments - Comprehensive Land Development Plan Update

Meeting Date
August 5, 2024
Presenters
Ashley Ownbey, Development Director
Public Hearing
Yes □ No ⊠

#### Summary

The City of Mebane has contracted with Green Heron Planning, LLC for updates to the comprehensive land development plan. The process to update the plan began in July 2024 and is expected to be completed within 12 to 18 months. A Community Advisory Committee is being established to assist in the process. The City of Mebane received 18 applications to the Committee. The applicants are summarized in Attachment 1 and full applications are provided in Attachment 2.

#### Background

The Mebane City Council adopted *Mebane By Design*, the Comprehensive Land Development Plan, in May 2017. The City of Mebane budgeted for updates to the Comprehensive Land Development Plan in the fiscal year 2023-2024. In March 2024, the City issued a request for proposals and received five proposals. After reviewing the proposals, City staff interviewed three of the firms and selected a project team led by Ben Hitchings of Green Heron Planning, LLC and Meg Nealon of Nealon Planning, PLLC.

The process of updating the Comprehensive Land Development Plan is planned to proceed in three phases: 1) discovery, 2) plan development, and 3) direction and documentation. Participation from the community will be critical throughout the three phases. The Community Advisory Committee is part of the community engagement strategy.

State law requires the Planning Board to make a recommendation on the final draft of the Comprehensive Land Development Plan, with adoption of the final plan by the City Council. An advisory committee often serves as a sounding board for input on public engagement and drafts of major work products. Additionally, these committee members can function as ambassadors to the community for more effective engagement. The Community Advisory Committee is expected to meet four times during the planning process. A draft committee charge is included as Attachment 3.

#### **Financial Impact**

The City of Mebane already has a contract with Green Heron Planning, LLC for a budgeted amount.

#### Recommendation

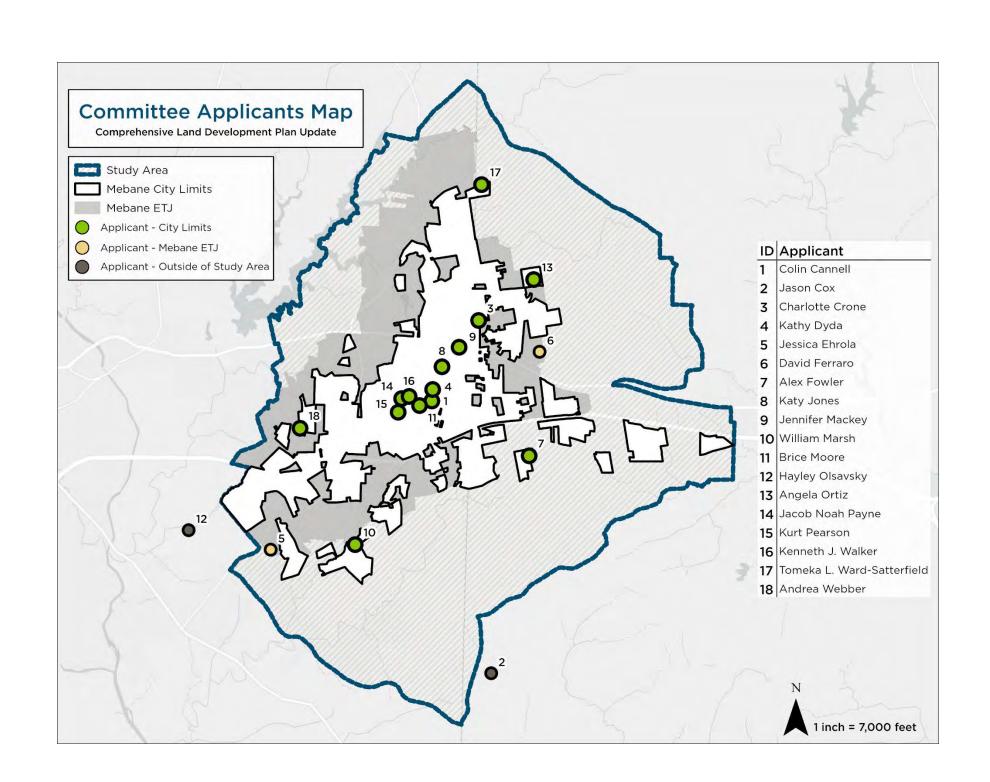
Staff recommends the City Council appoint between 10 and 12 of the applicants.

#### Suggested Motion

#### **Attachments**

- 1. Summary & Map of Applicants
- 2. Applications
- 3. Draft Committee Charge

#	Applicant Name	Applicant Address	Jurisdiction	City Advisory Board/Committee
1	Colin Cannell	717 South Fifth Street	Mebane City Limits (Alamance)	Planning Board
2	Jason Cox	3401 Tranquil Trail	Orange County (Not in study area)	N/A
3	Charlotte Crone	600 North Tenth Street	Mebane City Limits (Orange)	N/A
4	Kathy Dyda	628 South Fifth Street	Mebane City Limits (Alamance)	N/A
5	Jessica Ehrola	1818 Springfell Drive	Mebane ETJ (Alamance)	N/A
6	David Ferraro	401 Hoover Road	Mebane ETJ (Orange)	Board of Adjustment
7	Alex Fowler	7006 Shale Loop	Mebane City Limits (Orange)	N/A
8	Katy Jones	500 South Fifth Street	Mebane City Limits (Alamance)	Bicycle & Pedestrian Advisory Commission
9	Jennifer Mackey	201 East Center Street	Mebane City Limits (Alamance)	N/A
10	William Marsh	1105 Bateman Place	Mebane City Limits (Alamance)	N/A
11	Brice Moore	200 Emerson Drive	Mebane City Limits (Alamance)	N/A
12	Hayley Olsavsky	2533 Lily Drive	City of Graham (Not in study area)	N/A
13	Angela Ortiz	929 Burning Maple Lane	Mebane City Limits (Orange)	N/A
14	Jacob Payne	716 Phelps Workman Road	Mebane City Limits (Alamance)	N/A
15	Kurt Pearson	99 New Castle Road	Mebane City Limits (Alamance)	Planning Board
16	Kenneth Walker	135 Peppertree Drive	Mebane City Limits (Alamance)	Downtown Mebane Development Corp.
17	Tomeka Ward-Satterfield	519 Everglades Drive	Mebane City Limits (Orange)	Racial Equity Advisory Committee
18	Andrea Webber	1105 Hidden Pines Court	Mebane City Limits (Alamance)	N/A





### City of Mebane

### Comprehensive Plan Community Advisory Committee Application

The Comprehensive Plan is a yearlong project to study Mebane's current development environment and to create a vision for managing its future growth. You can review the existing plan by visiting <a href="https://cityofmebanenc.gov/long-range-plans/">https://cityofmebanenc.gov/long-range-plans/</a>. The Mebane City Council will consider applications to the Community Advisory Committee at its regular meeting in August and make appointments to the Committee. To ensure that your application will receive full consideration, please answer all questions completely. Return this application either in person to the Planning Department at 102 S. Fifth Street in Mebane, by email to <a href="mailto:planning@cityofmebane.com">planning@cityofmebane.com</a>, or by mail to the Planning Department at 106 E. Washington Street, Mebane, NC 27302. The application deadline is <a href="mailto:july30,2024">July 30, 2024</a>.

Personal Information	
Name: Colin Cannell	
Home Address: 717 S Fifth St M	Mebane
Mailing Address (if different): _	
Phone: 9193845818	Email Address: ccannell@cityofmebane.com
<b>Position Requirements</b>	
Are you currently serving on a bo	pard or commission of the City of Mebane? Yes No No
If so, which one(s)? Planning Bo	ard
approximately August 2024 and M	ill require attendance of at least four meetings between May 2025. Committee members may also be required to review k outside of meetings. Can you meet this time commitment?
Why do you wish to serve the Cit	y in this capacity? If additional space is needed please attach a
separate sheet: I've served on the Planning Bo	pard for a year now, and before that I reported on
•	rs as a "citizen journalist." I'm not only familiar with
the current Comprehensive Pla	an and the city's UDO, I'm also familiar with the ways
in which the city has acknowle	dged that these documents don't serve our current
needs. I know where the curre	nt Plan falls short, where it failed to anticipate
•	t take a strong or specific enough position. I want
	a well-revised Plan will allow the City Council and the
Board to speak with one voice	, aligning our visions of Mebane with the community.

Applications Due: July 30, 2024

What do you love about Mebane currently? What opportunities do you see for Mebane's future
If additional space is needed please attach a separate sheet:  Please see attached pages.
Trouble des ditablies pages.
Education
Please list your educational background. Include name of all schools attended:
Chapel Hill HS
Claremont McKenna College (B.A., Politics, Philosophy, and Economics w/dual
minor in Philosophy)
<b>Employment</b>
Please list the names and address of your current employer, the title of your current position, an a brief description of your job duties.
Name of Employer: Net Friends, Inc.
Address: 3308 Durham Chapel Hill Blvd, Durham
Title and Duties:
Contract Manager – I manage the contracts
Civic Involvement
Please list the names of all civic organizations in which you currently hold membership:
Model A Restorers Club

Thank you for your interest in appointment to the City of Mebane's Community Advisory Committee for the Comprehensive Plan. Individuals selected for appointment will be notified by email within 5 working days from the City Council meeting at which they have been appointed.

#### What do I love about Mebane?

Mebane has made significant strides in several areas of land use and development, aligning with the principles outlined in the 2017 Comprehensive Land Plan (CLP). Key successes include:

- 1. **Supporting Downtown Development**: Mebane has effectively balanced interstate-centric growth with downtown revitalization. The focus on downtown as a counterweight to development along the interstate has preserved the city's charm and facilitated a vibrant local economy.
- 2. **Encouraging Residential Density**: New residential developments have been designed with higher density, promoting efficient land use and community integration. This approach supports the CLP's vision of compact and walkable environments.
- 3. **Aesthetic Ordinances**: The city has implemented ordinances that enhance the aesthetics of new buildings without being overly restrictive. Notable measures include:
  - Sensible lighting regulations.
  - o Reduction in the size of parking lots to optimize land use.
  - o Clarification of rules on fences to ensure visual harmony.
- 4. **Industrial and Commercial Projects**: Mebane has shown a pragmatic approach by greenlighting intensive industrial and commercial projects near the interstate and designated industrial areas, stimulating economic growth.
- 5. **Water Infrastructure Investment**: Prioritizing investment in water infrastructure has been a forward-thinking move, ensuring sustainable growth and development.

#### What opportunities do I see in Mebane's future?

As Mebane looks to revise its CLP, two types of revisions are crucial: addressing unmet recommendations from the 2017 CLP and incorporating solutions to new challenges that have emerged since then.

#### 1. Revisiting Unmet 2017 Recommendations:

The advisory committee should dig deeper into the 2017 recommendations the city didn't follow. Why didn't the city follow through? Did the situation change or did the city fail to prioritize? What can we learn from the lack of action on this objective?

- Overlay District for Downtown (G-1 Mixed Use (I)): The 2017 CLP recommended the city create an overlay district for downtown, stretching from Woodlawn in the west to Ashbury in the east. The district would have permitted mixed-use and eliminated minimum lot sizes. No such overlay was created.
- 119 Bypass and Hwy 70 Intersection (G-1 Mixed Use (II)): The CLP identified the intersection of the 119 bypass and Hwy 70 as an ideal spot for development and recommended rezoning to encourage density. Instead, the area remains rural and sparsely populated.
- Orange County's Buckhorn Economic Development District (G-2 Industrial (V)): The CLP backed Orange County's Buckhorn Economic Development District initiative to encourage industrial development around the Morinaga factory. Instead this area continues to be primarily developed as residential, using the fig leaf that the homes are "workforce housing" for the factories that have yet to be built.
- N First St Mixed-Use Development (G-3 Mixed-Use (VII)): The CLP designated the stretch of N First St just south of the 119 bypass as ideal for mixed-use

- development and light commercial to serve new residents. Much of this corridor is by now zoned for upcoming pure-residential developments.
- Fiscal Impact of Development (Goal 1.3): The CLP recommended that the city "build a 'Fiscal Impact of Development Study' to accurately measure the true costs of government services (e.g. police, fire, EMS, utilities, infrastructure) by different types of development." No such study was done (or at least none has been released).
- Affordable Housing Goals (Goal 1.5): The CLP declared the city's goal to "Establish municipal affordable housing goals that enable both residents and developers to provide more housing options" and proposed five concrete steps to achieve this goal. None were taken.
- Open Space Expansion (Goal 4.3): The CLP declared the city's goal to "Support park, greenway, and open space expansion in developed and developing areas, prioritizing connectivity between each location" and proposed multiple specific ordinance changes to achieve this. Only a few were adopted.
- Intergovernmental Coordination (Goal 5.1): The CLP declared the city's goal to "Document and share information related to land development that can be utilized across levels of government for better decision making" and proposed specific actions by the city to achieve this, including new intergovernmental coordination efforts and new annual reports. None were taken.
- Open Space Formula (Appendix C): The CLP provided sample formulas to calculate open space requirements based on the number of bedrooms rather than the number of dwelling units. The current UDO still uses dwelling units in its formula.

#### 2. Addressing New Challenges:

The advisory committee should investigate a number of questions and dilemmas facing the city as it looks to 2035 and beyond.

- ETJ Boundaries: Mebane's ETJ boundaries are unchanged since 2017 even though the city limits have expanded significantly, particularly in Orange County. Alamance County recently enacted a minimum lot size of 1.3 acres, which will block the city from achieving its goal of compact subdivisions in the G-2 residential growth area that preserve open space. How should Mebane expand its ETJ boundaries and why?
- Expansion Toward Efland: Mebane has approved non-contiguous annexations along the southern side of I-85 to within 500 ft of the census-designated border of Efland. Do Mebane's long-term growth plans include, or for that matter exclude, annexing Efland?
- Flexible Use of Commercial Zones: Mebane has repeatedly seen efforts to designate land for commercial and industrial use overwhelmed by the demand for housing. National commercial trends are expected to further decrease the need for street-fronting office space. What changes should be made to city ordinances so that parcels currently limited to commercial applications can be converted to residential if that use is in higher demand?

- Marginal Zoning Districts: The B-3 and O&I zoning districts cover a tiny amount
  of acreage in the city. Should these districts and the B-2 district be merged into a
  single flexible zone that covers most business uses?
- Conditional Zoning: Like many cities, Mebane's planning department uses conditional zoning for a large majority of rezoning amendments. Conditional zoning locks the property owner into a single site plan. Does the city's policy of preference toward conditional zoning increase or decrease land use dynamism in the long run?
- Housing Costs: Housing in Mebane is increasingly expensive. Since the city rejected the 2017 CLP's recommendation to subsidize or otherwise directly support low-income housing, what "free market" solutions are available? What levers does the city have to decrease the cost to build housing?
- o **Infill vs Outfill**: The city has seen minimal redevelopment of low-density residential to high-density residential. Available brownfield sites with existing infrastructure are mostly exhausted. Future growth will either be dominated by continual expansion outward into rural areas or the re-evaluation of sites within the city for demolition and new, denser construction. Which path serves the city's interests best?

#### Conclusion

The revision of the Comprehensive Land Plan is a critical moment in Mebane's history. The choices made today will profoundly shape the city's future. The city's thoughtful progress in supporting downtown development, encouraging residential density, and making pragmatic infrastructure investments highlights its commitment to sustainable growth. However, significant opportunities remain unaddressed from the 2017 CLP, and solving our current challenges may present us with uncomfortable tradeoffs. By embracing both *introspection* and *innovation*, we can ensure that Mebane continues to be a positively charming place to live, work, and prosper.



**Personal Information** 

### City of Mebane

### Comprehensive Plan Community Advisory Committee Application

The Comprehensive Plan is a yearlong project to study Mebane's current development environment and to create a vision for managing its future growth. You can review the existing plan by visiting <a href="https://cityofmebanenc.gov/long-range-plans/">https://cityofmebanenc.gov/long-range-plans/</a>. The Mebane City Council will consider applications to the Community Advisory Committee at its regular meeting in August and make appointments to the Committee. To ensure that your application will receive full consideration, please answer all questions completely. Return this application either in person to the Planning Department at 102 S. Fifth Street in Mebane, by email to <a href="mailto:planning@cityofmebane.com">planning@cityofmebane.com</a>, or by mail to the Planning Department at 106 E. Washington Street, Mebane, NC 27302. The application deadline is <a href="mailto:July30,2024">July 30, 2024</a>.

Name: Jason	Cox	
Home Address:	3401 Tranquil	Tr, Mebane NC 27302
Mailing Address	s (if different):	200 N Main St, Third Floor, Graham NC 27253
Phone: 336-26	3-1180	Email Address: jason@themonroecompanies.com
	ly serving on a l	poard or commission of the City of Mebane? Yes No O
If so, which one	(s)?	
approximately A	August 2024 and mplete other wo	will require attendance of at least four meetings between May 2025. Committee members may also be required to review ork outside of meetings. Can you meet this time commitment?
Why do you wis	sh to serve the C	City in this capacity? If additional space is needed please attach a
separate sheet:		
I am an experie	nced small infill	developer of adaptive reuse, historic revitalization and
form-based mu	Itifamily project	s as well as being a partner in a hospitality management
holding compar	ny. This combin	ed experience reflects my passion for good urbanism,
quality placemaki	ng, and fostering	a community that allows for vibrant, local third places and public spaces.
I would like to b	oring these inter	rests and my experience to the commission to give my
perspective and	d assist in helpi	ng the City of Mebane grow in a way that maintains a high
quality of life, a	ccommodates t	he needs of present and future citizens and visitors,
and reflects tho	oughtful urban p	lanning.

Applications Due: July 30, 2024

What do you love about Mebane currently? What opportunities do you see for Mebane's future? If additional space is needed please attach a separate sheet:				
Mebane's greatest resource is its downtown and the city's proximity to the Triangle and Triad, the I85/40 corridor.				
Its largest opportunity lies in how it makes use of both these resources in terms of future				
development, including mixed use and the stitching together of existing downtown buildings				
with future ones that meet a growing need for retail, office and housing while balancing the				
need for growth in industrial base.				
Education				
Please list your educational background. Include name of all schools attended:				
<b>Employment</b>				
Please list the names and address of your current employer, the title of your current position, and a brief description of your job duties.				
Name of Employer: The Monroe Companies				
Address: 200 N Main St, Third Floor, Graham NC 27253				
Title and Duties:  Managing Partner and Principal				
Civic Involvement				
Please list the names of all civic organizations in which you currently hold membership:				
Board Member, Doherty Center for Creativity, Innovation and Entrepreneurship				
Love School of Business, Elon University				

Thank you for your interest in appointment to the City of Mebane's Community Advisory Committee for the Comprehensive Plan. Individuals selected for appointment will be notified by email within 5 working days from the City Council meeting at which they have been appointed.



### **City of Mebane**

### Comprehensive Plan Community Advisory Committee Application

The Comprehensive Plan is a yearlong project to study Mebane's current development environment and to create a vision for managing its future growth. You can review the existing plan by visiting <a href="https://cityofmebanenc.gov/long-range-plans/">https://cityofmebanenc.gov/long-range-plans/</a>. The Mebane City Council will consider applications to the Community Advisory Committee at its regular meeting in August and make appointments to the Committee. To ensure that your application will receive full consideration, please answer all questions completely. Return this application either in person to the Planning Department at 102 S. Fifth Street in Mebane, by email to <a href="mailto:planning@cityofmebane.com">planning@cityofmebane.com</a>, or by mail to the Planning Department at 106 E. Washington Street, Mebane, NC 27302. The application deadline is <a href="mailto:july30,2024">July 30, 2024</a>.

Personal Information
Name: Charlotte Crone
Home Address: 600 N Tenth St Mebane, NC 27302
Mailing Address (if different):
Phone: 919-370-8330 Email Address: Charlotte.crone@gmail.com
Position Requirements
Are you currently serving on a board or commission of the City of Mebane? Yes No
If so, which one(s)?
Participation in this Committee will require attendance of at least four meetings between approximately August 2024 and May 2025. Committee members may also be required to review materials and complete other work outside of meetings. Can you meet this time commitment? Yes No
Why do you wish to serve the City in this capacity? If additional space is needed please attach a
separate sheet: I have been an Orange County resident since 2013 and have lived in Mebane since 2022. I love
it here! My husband and I live in downtown with our children. I am a teacher in Chapel Hill
Carrboro City Schools. I think Mebane has a lot to offerespecially given its amazing
location and would love to be involved in planning to make Mebane an even more attractive
place for people in the future. We have seen our property values rise and I would love to be
part of making the City even better in the future. In addition to being a public school special
education teacher, I hold a bachelors degree in biology, a masters of education from Johns
Hopkins, the Master of School Administration, and am working on my doctoral degree.

What do you love about Mebane currently? What opportunities do you see for Mebane's future? If additional space is needed please attach a separate sheet:

Mebane has such a convenient location! As a teacher, I love that its convenient location makes it possible for me to cast a wide net when finding the best teaching jobs. I also think the community has a great deal of charm. What a great downtown area! I lived in Chapel Hill for 9 years. Downtown Mebane is everything Chapel Hill WISHES Franklin St. could be. Also, I love the diverse views of the community here. I think having a wide variety of views is healthy. Some of the neighboring areas (ie, Durham and Chapel Hill) are so homogeneous that you feel like you don't fit in. I love the variety of ages and walks of life here. I love that the community has urban amenities, but many parts of the community have a rural character.

#### **Education**

Please list your educational background. Include name of all schools attended: NC Central University, Bachelors Degree in Biology, Masters of School Administration

Johns Hopkins University, M.S. Education

Liberty University, Ed.S.

NC State University, PhD in applied math and statistics, in progress

#### **Employment**

Please list the names and address of your current employer, the title of your current position, and a brief description of your job duties.

Name of Employer: Chapel Hill Carrboro City Schools

Address: 750 Merritt Mill Rd

Title and Duties:

Special Education Teacher, 9 years of experience (I primarily work with students who have

autism)

### Civic Involvement

Please list the names of all civic organizations in which you currently hold membership: Chapel of the Cross Episcopal Church

Autism Society of NC

Thank you for your interest in appointment to the City of Mebane's Community Advisory Committee for the Comprehensive Plan. Individuals selected for appointment will be notified by email within 5 working days from the City Council meeting at which they have been appointed.



### City of Mebane

### Comprehensive Plan Community Advisory Committee Application

The Comprehensive Plan is a yearlong project to study Mebane's current development environment and to create a vision for managing its future growth. You can review the existing plan by visiting <a href="https://cityofmebanenc.gov/long-range-plans/">https://cityofmebanenc.gov/long-range-plans/</a>. The Mebane City Council will consider applications to the Community Advisory Committee at its regular meeting in August and make appointments to the Committee. To ensure that your application will receive full consideration, please answer all questions completely. Return this application either in person to the Planning Department at 102 S. Fifth Street in Mebane, by email to <a href="mailto:planning@cityofmebane.com">planning@cityofmebane.com</a>, or by mail to the Planning Department at 106 E. Washington Street, Mebane, NC 27302. The application deadline is <a href="mailto:July30,2024">July 30, 2024</a>.

Person	nal Information
Name:	Kathy Dyda
Home A	Address: 628 S Fifth St., Mebane, NC 27302
Mailing	g Address (if different):
Phone:	9194521775 Email Address: kathydyda@gmail.com
	on Requirements
Are you	a currently serving on a board or commission of the City of Mebane? Yes No
If so, w	hich one(s)?
approxi materia	pation in this Committee will require attendance of at least four meetings between mately August 2024 and May 2025. Committee members may also be required to review ls and complete other work outside of meetings. Can you meet this time commitment?
Why do	you wish to serve the City in this capacity? If additional space is needed please attach a
-	to Mebane in September fo 2023 and part of the joy of moving to a small town for me is the
opportu	nity to become involved in the city's planning and direction. Instead of sitting on
the side	lines commenting, I want to be a part of both keeping what is great about Mebane and
making	g it even better for all citizens.
	ve that growth is inevitable and can be a force for good with a plan that prioritizes
	lances the needs of the community and the rights or property owners. I am
a practio	cal person with the ability to bridge communication between constiuents with differing opinions.

What do you love about Mebane currently? What opportunities do you see for Mebane's future?				
If additional space is needed please attach a separate sheet:				
I love Mebane's pocket parks, the charming downtown with vibrant shopping and				
restaurants and it's community-minded spirit. I think that spirit is demonstrated				
by the enthusiasm for the Christmas parade and the participation in events such as				
the Dogwood festival. I would very much love to see Mebane's growth to continue to				
facilitate and expand on this community connection. I believe that the health of				
a community's citizens is improved when connection is promoted and loneliness is				
reduced.				
Education				
Please list your educational background. Include name of all schools attended:				
Master of Accounting, UNC Chapel Hill				
B.S. Business Administration, UNC Chapel Hill				
<b>Employment</b>				
Please list the names and address of your current employer, the title of your current position, and a brief description of your job duties.				
Name of Employer: Ascend Partners				
Address: 50 King St W, Toronto ON M5H 1J9 (I work remotely)				
Title and Duties: Financial Software Delivery Consultant - assist clients in implementing OneStream				
Software by understanding requirements, completing design and configuration.				
Civic Involvement				
Please list the names of all civic organizations in which you currently hold membership:				

Thank you for your interest in appointment to the City of Mebane's Community Advisory Committee for the Comprehensive Plan. Individuals selected for appointment will be notified by email within 5 working days from the City Council meeting at which they have been appointed.

Applications Due: July 30, 2024



### **City of Mebane**

### Comprehensive Plan Community Advisory Committee Application

The Comprehensive Plan is a yearlong project to study Mebane's current development environment and to create a vision for managing its future growth. You can review the existing plan by visiting <a href="https://cityofmebanenc.gov/long-range-plans/">https://cityofmebanenc.gov/long-range-plans/</a>. The Mebane City Council will consider applications to the Community Advisory Committee at its regular meeting in August and make appointments to the Committee. To ensure that your application will receive full consideration, please answer all questions completely. Return this application either in person to the Planning Department at 102 S. Fifth Street in Mebane, by email to <a href="mailto:planning@cityofmebane.com">planning@cityofmebane.com</a>, or by mail to the Planning Department at 106 E. Washington Street, Mebane, NC 27302. The application deadline is <a href="mailto:July30,2024">July 30,2024</a>.

Person	nal Information					
Name:	Jessica Ehrola					
Home A	Address: 1818 Springfell Dr Mebane NC 27302					
Mailing	g Address (if different):					
	7744874224 Email Address: jkehrola@gmail.com					
	on Requirements					
Are you	a currently serving on a board or commission of the City of Mebane? Yes No					
If so, w	rhich one(s)?					
approxi materia	pation in this Committee will require attendance of at least four meetings between imately August 2024 and May 2025. Committee members may also be required to review ls and complete other work outside of meetings. Can you meet this time commitment?  No No					
•	you wish to serve the City in this capacity? If additional space is needed please attach a					
separate See At	e sneet: ttached					

Applications Due: July 30, 2024

What do you love about Mebane currently? What opportunities do you see for Mebane's fur If additional space is needed please attach a separate sheet:	iure?
See attached	
Education	
Please list your educational background. Include name of all schools attended:	
Colgate University - B.A. in Physics	
Suffolk University - Masters in Healthcare Administration	
•	
<b>Employment</b>	
Please list the names and address of your current employer, the title of your current position a brief description of your job duties.	ı, and
Name of Employer: Epic Systems	
Address: 1979 Milky Way, Verona WI 53593	
Title and Duties:  Healthcare IT Consultant - Healthcare systems contract me to be an IT manager or director for a temporary pe	eriod.
In these roles I typically do project or people management for the healthcare organization using Epic as their record system.	
<b>Civic Involvement</b>	
Please list the names of all civic organizations in which you currently hold membership:	

Thank you for your interest in appointment to the City of Mebane's Community Advisory Committee for the Comprehensive Plan. Individuals selected for appointment will be notified by email within 5 working days from the City Council meeting at which they have been appointed.

#### Why do you wish to serve the City in this capacity?

My husband and I just bought our first home in Mebane after falling in love with the small town feel with tons of activities and potential to grow. We've enjoyed exploring Mebane: kayaking on the Graham Mebane lake, going to the farmers market, reading at the public library, shopping at the outlets, and trying out all the muffin flavors they have at Lowe's Foods. Mebane is a wonderful place to live with a growing community to enjoy it. I want to be a part of planning for Mebane's future to ensure it keeps its charm as it becomes home to more people. As I plan on growing my own family in Mebane, I feel a personal stake in making sure there continues to be a foundation for a great community in Mebane.

I think I would be a good for this committee because my background as a project manager would be an asset when planning out long term. I know how to work with others to consider all the inputs and logistics that go into achieving the outcome we want. I am used to having to make adjustments to a plan because of variables out of my control. I want to use the skills that I use everyday to help shape the Mebane community that I am excited to now be a part of!

#### What do you love about Mebane currently? What opportunities do you see for Mebane's future?

I listed some things I love about Mebane above but I have really enjoyed the community events and spaces. I've liked playing pickleball on the courts outside the recreation center. I am a loyal patron on the lynch farm stand at the farmers market. I enjoyed the parade on Independence Day. And my husband and I love grabbing beers at Bright Penny (I actually just got him one of their hats for his birthday). As Mebane's community expands I think it would be great to have more public spaces for everyone to enjoy. Having more walking trails, bike paths, or outdoor spaces for events would be a great addition to the town.

I've enjoyed Mebane's event offerings (like the parade and farmers market) and want these to grow with the community. Additionally throwing more events people of all ages and abilities would help the expanding community come together. I would love more cultural events that bring music and art to the Mebane public spaces.



# **City of Mebane**

#### Comprehensive Plan Community Advisory Committee Application

Name:	David	Ferraro		
	ddress:	401 Hoover Rd Mebane NC 27302		
Mailing	Address	(if different):		
Phone:	443-38	6-7278 Email Address: davidferraro@gmail.com		
Are you	currentl	y serving on a board or commission of the City of Mebane? Yes No		
If so, w	hich one	(s)? Board of Adjustment		
approxi material Yes	mately A s and co No you wis	this Committee will require attendance of at least four meetings between august 2024 and May 2025. Committee members may also be required to review mplete other work outside of meetings. Can you meet this time commitment?  The provided HTML requires attendance of at least four meetings between august 2024 and May 2025. Committee members may also be required to review mplete other work outside of meetings. Can you meet this time commitment?  The provided HTML requires attendance of at least four meetings between august 2024 and May 2025. Committee members may also be required to review mplete other work outside of meetings. Can you meet this time commitment?  The provided HTML requires attendance of at least four meetings between august 2024 and May 2025. Committee members may also be required to review mplete other work outside of meetings. Can you meet this time commitment?  The provided HTML requires attendance of at least four meetings between august 2024 and May 2025. Committee members may also be required to review mplete other work outside of meetings. Can you meet this time commitment?		
I am ea	ger to jo	in the council team to contribute to the community's growth		
and pos	sitive tra	nsformation. My goal is to support the growing community by		
unders	anding o	diverse perspectives, I aim to guide initiatives that will benefit		
the con	nmunity	and ensure that any changes made are advantageous rather than detrimental.		

What do you love about Mebane currently? What opportunities do you see for Mebane's future?
If additional space is needed please attach a separate sheet:
I love Mebane's strong sense of community and thriving small businesses.
Mebane has achieved a great balance that I would like to see continue as both large
corporations and small businesses grow. Maintaining this equilibrium is vital to
keeping our town safe and welcoming. The unique charm of our Mebane community is
what attracts people to the area, and preserving that charm is essential
Education
Please list your educational background. Include name of all schools attended:
Frostburg State University - B.S. Geography with concentration in Cartography
<b>Employment</b>
Please list the names and address of your current employer, the title of your current position, and
a brief description of your job duties.
Name of Employer: State of NC/Emergency Management/Geodetic Surveys
Address: 200 Park Place Durham NC
Title and Duties:
State and County Boundary Surveyor
I work on all aspects of State and County Boundary surveys.
Civic Involvement
Please list the names of all civic organizations in which you currently hold membership:



## **City of Mebane**

#### Comprehensive Plan Community Advisory Committee Application

Personal Information		
Name: Alexander Fowler (Alex)		
Home Address: 7006 Shale Loop, Mebane, NC 27302		
Mailing Address (if different):		
Phone: 919-368-7661 Email Address: fowlera29@gmail.com		
Position Requirements  Are you currently serving on a board or commission of the City of Mebane? Yes No		
Are you currently serving on a board or commission of the City of Medane? Yes No		
If so, which one(s)?		
Participation in this Committee will require attendance of at least four meetings between approximately August 2024 and May 2025. Committee members may also be required to review materials and complete other work outside of meetings. Can you meet this time commitment? Yes No No No wish to serve the City in this capacity? If additional space is needed please attach a		
separate sheet:		
My wife and I love living in Mebane, and want to raise a family here. We are committed		
to the success and sustainable growth of Mebane. I am excited about the Mebane's future		
and believe it is poised for continued growth. Mebane has attracted numerous		
commercial entities and continues to add residential development as well.		
As a former NCDOL investigator, and current in-house counsel, I have the skill set		
come up with ideas, brainstorm, and also evaluate other ideas fairly without bias.		
I am invested in Mebane's future and would be honored to serve as a member of this committee.		
Thank you for your consideration.		

What do you love about Mebane currently? What opportunities do you see for Mebane's future? If additional space is needed please attach a separate sheet:

I love that Mebane retains its small-town charm, while it also is open-minded to innovation and growth. I do see a future where Mebane is more connected to the Triangle. Because of this, I believe Mebane will need to partner with the Research Triangle Regional Public Transportation Authority to develop more options for commuters traveling into RTP/Raleigh/Durham. I also believe Mebane will need to develop a greenway/pedestrian bridge over 40 to connect the communities on both sides of 40 to each other and to the new commercial developments.

#### **Education**

Please list your educational background. Include name of all schools attended: Juris Doctor-Campbell Law School (2020)

Bachelor of Arts-Wake Forest University (2017)

#### **Employment**

Please list the names and address of your current employer, the title of your current position, and a brief description of your job duties.

Name of Employer: Sunstates Security

Address: 801 Corporate Center Dr, Ste 300, Raleigh, NC 27607

Title and Duties:

Corporate Counsel; I provide counsel/guidance on employee relations matters/investigations/litigation.

I ensure federal/state employment/labor law compliance, manage records requests, and outside employment litigation files.

#### **Civic Involvement**

Please list the names of all civic organizations in which you currently hold membership: St. Matthew's Episcopal Church (Hillsborough), Orange County Justice United



## **City of Mebane**

## Comprehensive Plan Community Advisory Committee Application

Person	nal Information		
Name:	Katy Jones		
Home A	Address: 500 South 5th Stre	eet Mebane, NC	
Mailing	Address (if different):		
Phone:	919-883-7848	Email Address:	katyjones123@gmail.com
<u>Positio</u>	on Requirements		
Are you	currently serving on a board	or commission of the	City of Mebane? Yes No No
If so, w	hich one(s)? Bicycle and Peo	destrian Advisory C	Commission, Chair
approxi		2025. Committee mei	t least four meetings between mbers may also be required to review n you meet this time commitment?
Why do separate		this capacity? If add	itional space is needed please attach a
-	sed on Page 3		

What do you love about Mebane currently? What opportunities do you see for Mebane's future?
If additional space is needed please attach a separate sheet:
Enclosed on Page 3
Education
Please list your educational background. Include name of all schools attended:
MS, Data Marketing Communications, WVU Reed School of Media
BA, Journalism and Mass Communication, UNC-Chapel Hill
Graduate Certificate in Project Management, Western Carolina University
<b>Employment</b>
Please list the names and address of your current employer, the title of your current position, and a brief description of your job duties.
Name of Employer: Trustwell
Address: 4747 Skyline Rd S #100, Salem, OR 97306
Title and Duties: CEO
Strategy, M&A, Vision and Core Values, Leadership Development
Civic Involvement
Please list the names of all civic organizations in which you currently hold membership:
Chair, City of Mebane Bicycle and Pedestrian Advisory Commission
Board Member, SMART Recovery USA

#### Why do you wish to serve the City in this capacity?

I am eager to serve on the City Committee responsible for updating the Comprehensive Plan for the City of Mebane because I am deeply invested in the sustainable growth and development of our community. Having lived in Mebane for over 15 years, I have witnessed firsthand the changes and growth that our city has experienced. This has afforded me a unique perspective on the strengths and challenges facing our community.

As the Chair of the City of Mebane Bicycle and Advisory Commission, I have actively engaged in initiatives that promote safer, more accessible transportation options for all residents. This role has allowed me to collaborate with various stakeholders, including city officials, community members, and city planning experts. My experience has reinforced the importance of inclusive planning and the need to consider diverse perspectives to create a well-rounded and effective Comprehensive Plan.

My passion for smart growth is rooted in the belief that thoughtful and strategic planning is essential for fostering a vibrant, resilient, and sustainable community. Smart growth principles, such as promoting walkable neighborhoods, enhancing public transportation, preserving open spaces, and encouraging mixed-use development, are critical for ensuring that Mebane remains a desirable place to live, work, and play.

# What Do You Love About Mebane Currently? What Opportunities Do You See for Mebane's Future?

Mebane is a vibrant and welcoming community that blends small-town charm with the conveniences of modern living. One of the aspects I particularly love is our commitment to active transportation. The city's investment in bicycle programs and pedestrian-friendly infrastructure has made it easier for residents to choose sustainable modes of transportation, fostering a healthier and more connected community.

Looking towards the future, there are several opportunities to further enhance Mebane's active transportation network and integrate it into the broader vision of the city's development:

- 1. **Expanding the Bicycle Network**: There is a significant opportunity to expand the existing bicycle network to connect more neighborhoods, parks, and commercial areas. By creating a comprehensive and interconnected system of bike lanes and trails, we can make biking a more viable and attractive option for daily commutes and recreational activities.
- 2. **Pedestrian-Friendly Infrastructure**: Continue to enhance pedestrian infrastructure by adding more crosswalks, pedestrian signals, and traffic calming measures will improve safety and encourage more walking. This is especially important in high-traffic areas and near schools and parks.

- 3. **Public Transportation Integration**: Integrating active transportation with public transportation options can create a seamless travel experience for residents. This includes adding bike racks at bus stops and creating bike-share programs that allow for easy transitions between biking and public transit.
- 6. **Sustainable Urban Planning**: Incorporating active transportation into the city's broader urban planning efforts ensures that future developments prioritize accessibility and connectivity. This can include mixed-use developments that encourage walking and biking, as well as preserving and creating green spaces that serve as hubs for active transportation networks.

By capitalizing on these opportunities, Mebane can continue to evolve as a city that prioritizes the health and well-being of its residents, while also addressing environmental sustainability and enhancing overall quality of life. My passion for active transportation and experience in advocating for these initiatives positions me well to contribute to the city's future growth and development in this capacity.



# City of Mebane

## Comprehensive Plan Community Advisory Committee Application

Personal Information
Name: Jennifer Mackey
Home Address: 201 E Center St Apt 289, Mebane, NC 27302
Mailing Address (if different):
Phone: 919/302-1186 Email Address: jmackey00@yahoo.com
Position Requirements
Are you currently serving on a board or commission of the City of Mebane? Yes No
If so, which one(s)?
Participation in this Committee will require attendance of at least four meetings between approximately August 2024 and May 2025. Committee members may also be required to review materials and complete other work outside of meetings. Can you meet this time commitment? Yes No
Why do you wish to serve the City in this capacity? If additional space is needed please attach a separate sheet:
I attended the Citizens Academy last year and made a committment to be more involved.
I also got multiple invitations including one via the Lofts at White Furniture.

What do you love about Mebane currently? What opportunities do you see for Mebane's future If additional space is needed please attach a separate sheet:
Mebane is charming physically and constituently. I love that it's government is so transparent and inclusive.
Education
Please list your educational background. Include name of all schools attended:
Orange High School, UNC-CH, ECU, UNC-G
Alamance Community College, Central Carolina Community College, and Durham Tech
I have undergrad degrees in American History, Comm Studies from UNC-CH and
a master's degree in Public Affairs from UNC-Greensboro. I have a certificate in Accounting from ACC.
<b>Employment</b>
Please list the names and address of your current employer, the title of your current position, an a brief description of your job duties.
Name of Employer: UNC-CH
Address: Dept of Biology, Chapel Hill, NC 27599-3280
Title and Duties:
HR Specialist; I do HR for about 300 people.
<u>Civic Involvement</u>
Please list the names of all civic organizations in which you currently hold membership:
none



## **City of Mebane**

## Comprehensive Plan Community Advisory Committee Application

Name: William Marsh
Home Address: 1105 Bateman Place Mebane, NC 27302
Mailing Address (if different):
Phone: 336-212-9970 Email Address: marsh1079@gmail.com
Position Requirements  Are you currently conving an a board or commission of the City of Mohane? Ves No. No.
Are you currently serving on a board or commission of the City of Mebane? Yes No
If so, which one(s)?
Participation in this Committee will require attendance of at least four meetings between approximately August 2024 and May 2025. Committee members may also be required to review materials and complete other work outside of meetings. Can you meet this time commitment? Yes No No
Why do you wish to serve the City in this capacity? If additional space is needed please attach a
separate sheet:
I am grateful for the opportunity to be considered to join the Community Advisory Committee
As a Mebane resident I am invested in the well-being and progress of our community. With
a background in Public Administration and government service I have a perspective that can
contribute to meaningful discussions as we work to build a vision for Mebane's growth and
development. Joining this committee is an opportunity for me to collaborate with other dedicated
members, advocate for the needs of our residents, and help shape the future of Mebane in a
positive and impactful way.

What do you love about Mebane currently? What opportunities do you see for Mebane's future? If additional space is needed please attach a separate sheet:

What I love about Mebane is its small town charm and community spirit. Mebane is a wonderful place to call home. Mebane's beautiful parks, thriving local businesses, and community events create a sense of connection among our community. Fostering growth and manageing development in a way that maintains Mebane's charm is important as we move forward as a community. Understanding all stakeholder's needs and concerns as our community grows and plans for the future and to effectively communicate the vision for growth to the City Council and our residents, I believe, is this committee's primary responsibility.

#### **Education**

Please list your educational background. Include name of all schools attended: Villanova University, Master of Public Administration and City Management Cert, 2021

East Carolina University, Security Studies Graduate Certificate, 2019

University of North Carolina at Chapel Hill, Bachelor of Arts, 2004

#### **Employment**

Please list the names and address of your current employer, the title of your current position, and a brief description of your job duties.

Name of Employer: North Carolina State Bureau of Investigation

Address: 3320 Garner Road Raleigh, North Carolina

Title and Duties:

Assistant Special Agent in Charge, Professional Standards and Compliance. My duties include criminal investigations of alleged Public Corruption and Administrative Internal Investigations.

## **Civic Involvement**

Please list the names of all civic organizations in which you currently hold membership:



## **City of Mebane**

## Comprehensive Plan Community Advisory Committee Application

1 01501	iai iiiiv	THE TOTAL CONTRACTOR OF THE TOTAL CONTRACTOR OT THE TOTAL CONTRACTOR OF THE TOTAL CONTRACTOR OT THE TOTAL CONTRACTOR OF THE TO
Name:	Brice M	Moore (
Home A	ddress:	200 Emerson Drive, Mebane, NC 27302
Mailing	Address	s (if different):
Phone:	919618	Email Address: bmoore53@aol.com
		uirements  y serving on a board or commission of the City of Mebane? Yes No
		(s)?
approxir	nately A s and ço	this Committee will require attendance of at least four meetings between august 2024 and May 2025. Committee members may also be required to review mplete other work outside of meetings. Can you meet this time commitment?
Why do	you wis	h to serve the City in this capacity? If additional space is needed please attach a
separate		
I've live	d in Meb	pane since 1978, been a member of the fire department from 1978 to 1990,
been a	planning	board member and served on Mebane's long range land use plan steering
committ	tee back	in 1999 - 2000. I was also chairman of the Alamance County Destination 2020
commit	tee back	in 2000. I have alway had an interest in how Mebane manages it's growth
and fee	I this is a	a good opportunity to have an input in these plans.

What do you love about Mebane currently? What opportunities do you see for Mebane's future? If additional space is needed please attach a separate sheet:  I have always had an appreciation and respect for how Mebane manages it's growth and be happy to
have input into it's future growth plans.
<b>Education</b>
Please list your educational background. Include name of all schools attended: Grimsley HS, Greensboro 1968 - 1971
Alamance Community College 1975 - 1978, Associates Degree - Electronics Technology
NC State 1971 - 1972
NC A&T 1978 - 1980, Bachelors of Science - Electrical Engineering
<b>Employment</b>
Please list the names and address of your current employer, the title of your current position, and a brief description of your job duties.
Name of Employer: currently retired
Address:
Title and Duties:
Civic Involvement
Please list the names of all civic organizations in which you currently hold membership:



## **City of Mebane**

#### Comprehensive Plan Community Advisory Committee Application

<b>Persona</b>	al Information
Name:	Hayley Olsavsky
Home Ac	ddress: 2533 Lily Dr. Haw River, NC 27258
Mailing A	Address (if different):
Phone: (	(919) 649-8140 Email Address: Hat4321@aol.com
	n Requirements
Are you	currently serving on a board or commission of the City of Mebane? Yes No
If so, whi	ich one(s)?
approxim materials Yes	you wish to serve the City in this capacity? If additional space is needed please attach a
Please s	see attached seperate sheet.

What do you love about Mebane currently? What opportunities do you see for Mebane's future
If additional space is needed please attach a separate sheet:
Please see attached seperate sheet.
Education
Please list your educational background. Include name of all schools attended:
Campbell University 2001-2003 General Studies
East Carolina University 2003-2006 Recreational Therapy, BS
NC State University 2019-2021 Parks, Recreation, Tourism & Sport Management, MS
& Graduate Certificate in Family Life Education & Coaching
Graduate Certificate in Farminy Life Education & Coaching
<b>Employment</b>
Please list the names and address of your current employer, the title of your current position, a brief description of your job duties.
Name of Employer: UNC Hospitals - Hillsborough Campus
Address: 430 Waterstone Dr, Hillsborough, NC 27278
Title and Duties:
Licensed Recreational Therapist, duties include: working with interdisciplinary team to provide interventions to help people
rehabilitate, order supples, maintain supply inventory, supervise students, serve on professional development committee
Civic Involvement
Please list the names of all civic organizations in which you currently hold membership:
NC Recreation & Parks Association, The Summit Church

Why do you wish to serve the City in this capacity? Having grown up in Winston-Salem, and later living a decade in the Raleigh area, we look forward to putting down roots in the Mebane/Alamance County area. I wish to serve the City in this capacity because it is a place where young professionals, families, and older adults are aging and with huge potential for healthy growth with its location to major hospitals, industrial districts, agricultural resources, and charming characteristics. I am motivated to pursue being apart of the technical side of community planning and development, after I found strong interest in geospatial analysis and mapping when studying at NCSU. Additionally, I enjoy exploring how tourism brings economical benefits to a community.

What do you love about Mebane currently? As a healthcare professional, I enjoy Mebane's easily accessible natural resources including hiking trails, lakes, and recreation/park spaces that are within a short driving distance and well-maintained. I feel safe navigating downtown when dining out/shopping to support small business owners. As a working adult who commutes, I enjoy easy access to highways, shopping, and major cities. I enjoy being a resident of a city that is growing and also wants to preserve it's small town charm and individuality. It also strives to provide family friendly events and supports local businesses through farmer's market.

What opportunities do you see for Mebane's future? Based on my interest in natural environments and it's positive impacts on mental health, I'd like to see Mebane allow for green space environments, gardens, and enhance cultural arts. It'd be nice to see more more tourism and recreation opportunities to the area that are family-friendly like a movie theatre. Keeping Mebane a close-knit community where residents can network, and maintain "life work balance" by easily accessing local happenings would also be great. I think Mebane has great potential to stand apart from other nearby cities.



## **City of Mebane**

## Comprehensive Plan Community Advisory Committee Application

Angele Ortic				
Name: Angela Ortiz				
Home Address: 929 Burning Maple Lane, Mebane NC. 27302				
Mailing Address (if different):				
Phone: 239-243-7199 Email Address: angelaortiz@me.com				
<u>Position Requirements</u>				
Are you currently serving on a board or commission of the City of Mebane? Yes No				
If so, which one(s)?				
Participation in this Committee will require attendance of at least four meetings between approximately August 2024 and May 2025. Committee members may also be required to review materials and complete other work outside of meetings. Can you meet this time commitment? Yes No				
Why do you wish to serve the City in this capacity? If additional space is needed please attach a				
separate sheet: I retired after 30 years of employment in public service, 29 of those years in a public				
library. During my employment I participated in a few committiees, one being the				
library's five-year plan. I understood then as I do now that growth is important as well as				
preserving core values. By serving in this capacity I am committed to preserving				
Mebane's "Positively Charming" community character. If I am considered I will contribute				
productively in identifying future community needs while supporting the goals and				
vision of the Committee and the City's Comprehensive Plan.				

What do you love about Mebane currently? What opportunities do you see for Mebane's future?
If additional space is needed please attach a separate sheet: I deeply appreciate Mebane's unique small-town atmosphere and its blend of amenities
like shopping, dining, recreation and medical services. There is a unique personality to
our community which is characterized by traditional values that are rooted in family
history and preserving the City's character. As more families move to Mebane, and
while planning for growth it's essential to honor the historical roots and family-oriented
culture that defines Mebane's identity. Opportunities that cater to families such as
additional schools, pools and recreation centers and family-friendly businesses can
balance growth and enhance the overall quality of life for current and future residents.
Education
Please list your educational background. Include name of all schools attended: lona University, BBA
<b>Employment</b>
Please list the names and address of your current employer, the title of your current position, and a brief description of your job duties.
Name of Employer: Retired
Address:
Title and Duties:
Civic Involvement
Please list the names of all civic organizations in which you currently hold membership: None at this time, moved to Mebane in August 2022.



# City of Mebane

#### Comprehensive Plan Community Advisory Committee Application

1 CI SONILI I MILLION				
Name: Jacob Noah Payne				
Home Address: 716 Phelps and Workman Rd, Mebane, NC, 27302				
Mailing Address (if different):				
Phone: (336) 260-0797 Email Address: Paynejacob30@gmail.com				
Position Requirements  Are you currently serving on a board or commission of the City of Mebane? Yes No				
If so, which one(s)?				
Participation in this Committee will require attendance of at least four meetings between approximately August 2024 and May 2025. Committee members may also be required to review materials and complete other work outside of meetings. Can you meet this time commitment? Yes No				
Why do you wish to serve the City in this capacity? If additional space is needed please attach a separate sheet:				
I was born and raised in Mebane. My parents were born and raised in Mebane, along				
with my grandparents. My wife was born and raised in Mebane. I have seen the growth of Mebane				
Throughout my lifetime and am excited for the future. Because I am				
a young professional in my 20's I could provide perspective of that				
age category as Mebane has such an increasing younger age population. I wish for				
Mebane to grow and remain a place my kids can go to college and return to live here,				
as my wife and I have done.				

What do you love about Mebane currently? What opportunities do you see for Mebane's future? If additional space is needed please attach a separate sheet:

Mebane has a unique atmosphere unlike any other city. Mebane cherishes the downtown community while still growing and enhancing it. Mebane is a growing city but it still has been able to keep the small town charm throughout the development.

I love that Mebane values the voice of the citizens, places an emphasis on beautification, and hosts events to bring the community together. I see further education opportunities for our schools and economic growth within the city. I have many ideas to promote economic growth such as high-end supermarkets, popular gyms, entertainment venues, and family-oriented breweries.

#### **Education**

Please list your educational background. Include name of all schools attended:

Eastern Alamance High School, Emergency Medical Technician from Guilford Technical

Community College, Fire Academy at Alamance Community College, Associates Degree
in Fire Protection Technology from Alamance Community College, and currently enrolled
at Fayetteville State University studying a Bachelors Degree in Fire Emergency Service Administration.

#### **Employment**

Please list the names and address of your current employer, the title of your current position, and a brief description of your job duties.

Name of Employer: City of Burlington

Address: 215 S. Church St, Burlington, NC, 27215

#### Title and Duties:

Fire Captain supervising two personnel daily in emergency response and rescue. Job duties include extinguishment of fires,

response to medical calls and wrecks, public education and engagement.

#### **Civic Involvement**

Please list the names of all civic organizations in which you currently hold membership: Mebane Fire Department serving as a volunteer firefighter. My wife and I attend

Crosslink Community Church here in Mebane as well as sell at the Mebane Farmers

Market.

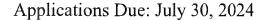


# City of Mebane

## Comprehensive Plan Community Advisory Committee Application

1 Ci Sonai Inioi mation
Name: Kurt Pearson
Home Address: 99 New Castle Road, Mebane
Mailing Address (if different):
Phone: 336-214-3424 Email Address: kepearson@triad.rr.com
Position Requirements
Are you currently serving on a board or commission of the City of Mebane? Yes No
If so, which one(s)?Planning Board
Participation in this Committee will require attendance of at least four meetings between approximately August 2024 and May 2025. Committee members may also be required to review materials and complete other work outside of meetings. Can you meet this time commitment? Yes No
Why do you wish to serve the City in this capacity? If additional space is needed please attach a
separate sheet: I feel that my specific educational and professional experience would be helpful with this
committee. I've served on the Planning Board for years, and have local knowledge
that would be useful as well. Being a Planning Director in the past will be beneficial
as well.

What do you love about Mebane currently? What opportunities do you see for Mebane's future?			
If additional space is needed please attach a separate sheet:			
I love that with the right tools, planning, and attitude we could still keep Mebane a livable and viable place to live well into the future. The pathways for our future depends			
Education			
Please list your educational background. Include name of all schools attended:			
UNC Chapel Hill, BA Geography			
UNC Greensboro, MA Geopgraph with concentration in Planning			
<b>Employment</b>			
Please list the names and address of your current employer, the title of your current position, and a brief description of your job duties.			
Name of Employer: Self Employed Real Estate and Appraisals			
Address:			
Title and Duties:			
Owner, Manager			
Civic Involvement			
Please list the names of all civic organizations in which you currently hold membership:			
Membership Committee for the Carolina Club			
First Baptist Church Mebane various roles			





# City of Mebane

## Comprehensive Plan Community Advisory Committee Application

Personal Information
Name: Kenneth J. WALKER
Name: Kenneth J. WALKER  Home Address: 135 Peppertres Dr. Mebane
Mailing Address (if different): PO BOX 1096 MEBANE
Phone: 336-380-1849 Email Address: KWalker@remax. Net
Position Requirements
Are you currently serving on a board or commission of the City of Mebane? Yes No O
If so, which one(s)? DMDC Board Member
Participation in this Committee will require attendance of at least four meetings between approximately August 2024 and May 2025. Committee members may also be required to review materials and complete other work outside of meetings. Can you meet this time commitment? Yes No
Why do you wish to serve the City in this capacity? If additional space is needed please attach a
separate sheet:
It would be an hower to serve on the New Comprehensive
It would be an hower to serve on the New Comprehensive plan advisory committee. I enjoyed serving the last time the comprehensive plan was adopted and would love to contribute once again to the titure of Mebane.
time the comprehensive plan was adopted and would
m/ ove to contribute once again to the tuture of
Mesane.

What do you love about Mebane currently? What opportunities do you see for Mebane's future?
If additional space is needed please attach a separate sheet:
I have lived in Medane Since 1949. Bur family has
enjoyed living here and raising our children in Mebane. I also appreciate the way the city govt. functions and the care that council, mayor and staff have
I also appreciate the way the city govt. functions
and the care that council, mayor and staff have
given to make Medane a place to be proved of.
+ would like to once again serve on the comprehensive
plan advisory Committee is order to contribute. IN
plan advisory Committee in order to contribute, in Some small way, to the continued vitality of our
$Cho/(h/u)/T_{c}$
Education
Please list your educational background. Include name of all schools attended:
BS degree - UNC Chapel HILL
BS degree - UNC Chapel Hill  Multiple Real Estate Courses, designations  Community College Trustee Courses
Community College Trustee courses
Evenley
<b>Employment</b>
Employment  Please list the names and address of your current employer, the title of your current position, and a brief description of your job duties.
Please list the names and address of your current employer, the title of your current position, and a brief description of your job duties.
Please list the names and address of your current employer, the title of your current position, and
Please list the names and address of your current employer, the title of your current position, and a brief description of your job duties.  Name of Employer: REMAY DIAMOND REALTY BROKER - DWNER  Address: 202 S. FIFTH ST, MERANE
Please list the names and address of your current employer, the title of your current position, and a brief description of your job duties.  Name of Employer: REMAN DIAMOND REALTY BROKER - DWNER  Address: 202 5. FIFTH ST, MERANE  Title and Duties:
Please list the names and address of your current employer, the title of your current position, and a brief description of your job duties.  Name of Employer: REMAN DIAMOND REALTY BROKER - DWNER  Address: 202 5. FIFTH ST, MERANE  Title and Duties:
Please list the names and address of your current employer, the title of your current position, and a brief description of your job duties.  Name of Employer: REMAY DIAMOND REALTY BROKER - DWNER  Address: 202 S. FIFTH ST, MERANE
Please list the names and address of your current employer, the title of your current position, and a brief description of your job duties.  Name of Employer: REMAN DIAMOND REALTY BROKER - DWNER  Address: 202 5. FIFTH ST, MERANE  Title and Duties:
Please list the names and address of your current employer, the title of your current position, and a brief description of your job duties.  Name of Employer: REMAX DIAMOND REALTY BROKER—OWNER  Address: 202 S. FIFTH ST, MERANE  Title and Duties:  RESIDENTIAL + Commercial REALESTATE LAND  DEVELOPMENT OWNERSHIP + MANAgement Duties
Please list the names and address of your current employer, the title of your current position, and a brief description of your job duties.  Name of Employer: REMAN DIAMOND REALTY BROKER - OWNER  Address: 202 S. FIFTH ST, MERANE  Title and Duties:  RESIDENTIAL COMMENT (IGL REALESTATE LAND DEVELOPMENT OWNERSHIP + MANAGEMENT DUTIES  Civic Involvement  Please list the names of all civic organizations in which you currently hold membership:
Please list the names and address of your current employer, the title of your current position, and a brief description of your job duties.  Name of Employer: REMAN DIAMOND REALTY BROKER - OWNER  Address: 202 S. FIFTH ST, MERANE  Title and Duties:  RESIDENTIAL COMMENT (IGL REALESTATE LAND DEVELOPMENT OWNERSHIP + MANAGEMENT DUTIES  Civic Involvement  Please list the names of all civic organizations in which you currently hold membership:
Please list the names and address of your current employer, the title of your current position, and a brief description of your job duties.  Name of Employer: REMAN DIAMOND REALTY BROKER - DWNER  Address: 202 S. FIFTH ST, MERANE  Title and Duties:  RESIDENTIAL PEALESTATE LAND  DEVELOPMENT OWNERSHIP + MANAGEMENT DUTIES  Civic Involvement  Please list the names of all civic organizations in which you currently hold membership:  Alamance Community College - BOARD Trustee  Board Committees - Finance + Curriculum
Please list the names and address of your current employer, the title of your current position, and a brief description of your job duties.  Name of Employer: REMAN DIAMOND REALTY BROKER - OWNER  Address: 202 S. FIFTH ST, MERANE  Title and Duties:  RESIDENTIAL COMMENT (IGL REALESTATE LAND DEVELOPMENT OWNERSHIP + MANAGEMENT DUTIES  Civic Involvement  Please list the names of all civic organizations in which you currently hold membership:
Please list the names and address of your current employer, the title of your current position, and a brief description of your job duties.  Name of Employer: REMAX DIAMOND REALTY BROKER - DWNER  Address: 202 S. FIFTH ST, MERANE  Title and Duties:  RESIDENTIAL + COMMENT (IAL REALESTATE LAND)  DEVELOPMENT OWNERSHIP + MANAGEMENT DUTIES  Civic Involvement  Please list the names of all civic organizations in which you currently hold membership:  Alamance Community College - BOARD TRUSTEE  BOARD Committees - FINANCE + Curriculum  Pepperfee Community - President - HOA

email within 5 working days from the City Council meeting at which they have been appointed.



## **City of Mebane**

## Comprehensive Plan Community Advisory Committee Application

Person	<u>ıal Informati</u>	<u>on</u>		
Name:	Tomeka L. Wa	rd-Satterfield		
Home A	Address: 519 EV	erglades Drive N	Mebane, NC 2730	12
Mailing	Address (if diff	ferent):		
Phone:	919-810-2545		_ Email Address:	twardsat@gmail.com
	on Requireme			
Are you	currently serving	g on a board or c	commission of the	City of Mebane? Yes No No
If so, wh	hich one(s)? Rac	cial Equity Adviso	ory Committee	
approxir material	mately August 2	024 and May 202	25. Committee mei	t least four meetings between mbers may also be required to review n you meet this time commitment?
Why do separate		ve the City in this	s capacity? If add	itional space is needed please attach a
Mebane is g	growing and has a choice	to makeembrace growth	h and structure it so that eve	eryone thrives or hide our face from the issue and regress.
I hope to p	olan for a fulfilling retire	ment and nurture my fu	ture grandchildren in Met	pane. I seek an opportunity to help plan for its future.

If additional space is needed please attach a separate sheet:
Mebane feels like home! I love that I see familiar faces everywhere I frequent. I love that shop owners and store clerks remember me and greet me with warm regards.
I love that our city is clean, well-organized and committed to maintaining a climate that is good for all types of families. I love the proximity that I have to all the necessities.
I love that Mebane is safe and peaceful! I also love the expanding options for food and look forward to additional opportunities for entertainment. I appreciate those lifetime residents who anchor the values of the community while welcoming new members.
<b>Education</b>
Please list your educational background. Include name of all schools attended:
North Carolina Central University, Bachelor of Arts - English Literature, Magna Cum Laude
North Carolina Central University Master of Arts - School Counseling
UNC- Chapel Hill, Post Graduate Certificate, School Administration, 4.0 equivilent
<b>Employment</b>
Please list the names and address of your current employer, the title of your current position, and a brief description of your job duties.
Name of Employer: Durham Public Schools
Address: 808 Bacon Street, Durham NC 27703
Title and Duties:  Director of Student Wellness and Advocacy. I lead a team of four other district level staff to supervise, evaluate and train 160 professional school counselors and school social workers.
I oversee several district wide initiative including SEL curriculum implementation, Co-Located Mental Health, Crisis Response, Threat Assessment. I am also a leader for two of our District Strategic plan goals.
Civic Involvement
Please list the names of all civic organizations in which you currently hold membership:
Alpha Kappa Alpha Sorority, Inc Psi Gamma Omega Chapter
Chief Justice, Cheeks Voting Precinct, Orange County NC
NCCU Alumni Association: NAACP



## **City of Mebane**

## Comprehensive Plan Community Advisory Committee Application

1 Cl Somur Initor mucron
Name: Andrea Webber
Home Address: 1105 Hidden Pines Court, Mebane, NC 27302
Mailing Address (if different): same as above
Phone: 9192602247 Email Address: webbera@labcorp.com
Position Requirements
Are you currently serving on a board or commission of the City of Mebane? Yes No
If so, which one(s)?
Participation in this Committee will require attendance of at least four meetings between approximately August 2024 and May 2025. Committee members may also be required to review materials and complete other work outside of meetings. Can you meet this time commitment? Yes No
Why do you wish to serve the City in this capacity? If additional space is needed please attach a
separate sheet: I am proud to call Mebane home, I've been living here since 2009, but we've been involved in the
community since we moved to Hillsborough in 2006. My kids all played soccer for MYSA; worked the concession
stands and reffed soccer games. I am invested in seeing Mebane expand OR not expand based on what is best for
Mebane and its residents. I raised my four kids here in Mebane with the help of this community. All four of them went away to
either college or the military and they are slowly making their way back to build a life here in Mebanethat speaks volumes about our
community. This community has done so much for my family and myself, this would be a great opportunity for me to give a little
back to Mebane. I am also very interested in the process of how decision are made as to what new growth and opportunites
are best suited to Mebane. I would love to be a part of the vision and goals for Mebane's future. Thank you for considering me for this opportunity!

What do you love about Mebane currently? What opportunities do you see for Mebane's future? If additional space is needed please attach a separate sheet:

Gosh, where do I start about what I love about Mebane??? I have worked at South Mebane as a Teacher Assistant; Woodlawn and Eastern in the front office and I love that nearly everywhere I go in Mebane, I run into someone I know or taught. It's the strong sense of community that has kept me here, and it is what is bringing my kids and their friends back to Mebane. There is comfort in community and our little town gives that to each of us. The changes that I have seen in our little town since we moved to the area almost 20 years ago is unreal, my personal opinion is they have been great changes. I was at the 4th of July parade this year volunteering with the Mebane Women's Club and the number of new families was crazy. I would love to see Mebane continue to provide opportunities for families to seek us out as their home! I would also love to see us try to maintain that "small town" feel despite the growth we are experiencing. I know this isn't a popular topic right now, but I love the new Social District in downtown Mebane and the opportunity to socialize while strolling with a drink. I am also a HUGE fan of the proposed Bike and Pedestrian Plan!

#### **Education**

Please list your educational background. Include name of all schools attended: Northwood High School, Nappanee Indiana 1989

Ball State University, Pre-Law/Legal Administration/Political Science, Muncie Indiana 1993

#### **Employment**

Please list the names and address of your current employer, the title of your current position, and a brief description of your job duties.

Name of Employer: Labcorp DNA Identification Testing Division

Address: 1440 York Court, Burlington, NC 27215

#### Title and Duties:

Contract Administrator--Create, Edit and Negotiate various agreements with County Child Support Offices, Child Welfare Offices; Hospitals;

Tribal Support and Enrollment offices; collectors; etc. Draft 100+ page proposals for new and existing business; negotiate pricing and resulting contracts.

#### Civic Involvement

Please list the names of all civic organizations in which you currently hold membership:

**Dogwood Swimming Pool Board Member** 

Mebane Women's Club



# Mebane Comprehensive Development Plan Update

# Plan Advisory Committee Charge and Time Commitment

(Draft, 7/17/24)

**Charge:** Under North Carolina state law, the role of the Planning Board is to review and make a recommendation regarding proposed community plans, and the role of the City Council is to review and adopt these documents. As a result, the Community Advisory Committee (CAC) has a function that is different from these roles and that complements them. Committee members have four key responsibilities:

- 1. **To serve as a sounding board for the project**, providing input and feedback to the project team on proposed public engagement measures and draft plan content.
- 2. **To serve as a community ambassador for the community planning process**, working to publicize opportunities for public participation in the process, and engage other community stakeholders in this work.
- 3. **To become knowledgeable about the plan**, and help share accurate information about it, the issues it addresses, and the solutions it proposes with others.
- 4. To serve as a champion for all that is good about the plan, highlighting the vision it advances and the benefits it will bring.

<u>Time Commitment:</u> The Committee will meet about four times over a tenmonth period. Some of these meetings will be in person, and some of them will be virtual. Because of the limited number of meetings, it is important that Committee members make a special effort to attend all of the meetings.



## AGENDA ITEM #14

# Water Resource Recovery Facility Expansion Update

N /	ooting	Date
IVI	eeting	Date

August 5, 2024

#### **Presenter**

Daphna Schwartz, Finance Director Doug Chapman, McGill Associates Joel Whitford, McGill Associates

**Public Hearing** 

Yes □ No 🗵

#### Summary

To provide an update regarding the Water Resource Recovery Facility Expansion project.

#### **Background**

The City has worked for several years to develop a plan to expand the Water Resource Recovery Facility, and those plans are coming to fruition. The City advertised for construction bids in June, held a pre-bid conference on July 17, and planned to receive bids on August 15, 2024.

Recently, a potential bidder requested that the bid opening be delayed by three weeks to allow them to submit a bid. Having more than one bidder for formally bid projects is important to avoid having to re-bid. Therefore, it is advantageous for the City to accommodate bidders when possible. The City agreed to move the bid opening date from August 15, 2024, to September 5, 2024. If only one bid is received, the City will re-advertise, and the re-bid opening date will be September 17, 2024. The plan is to provide an update on the bids at the September 9 City Council meeting and to consider awarding a construction contract at the October 7 meeting.

The change in the bid opening date has not changed the project financing timeline. The City will submit a financing application to the Local Government Commission (LGC) by September 2. At the September 9 City Council Meeting, the Council will consider adopting a Preliminary Findings Resolution. The LGC will meet on October 1 to consider approving the City's financing. At the October 7 City Council meeting, the Council will consider adopting a Final Approving Resolution and a Bond Order and Bond Resolution.

#### **Financial Impact**

The bidding schedule change has no financial impact.

Recommendation

N/A

**Suggested Motion** 

N/A

#### Attachments

1. Water Resource Recovery Facility Project Bid and Financing Schedule

Water Resource Recovery Facility (WRRF) Project Bid and Financing Timeline	
Date	Task
September 2	Submit Local Government Commission (LGC) Application
September 5	Receive Project Bids for the WRRF Expansion Project
September 9	City Council Meeting - City Council considers adopting a Preliminary Findings Resolution - City Staff to provide project bid update to City Council
September 17	Project Re-bid date
October 1	LGC considers approving the Financing
October 7	City Council Meeting - City Council considers adopting a Final Financing Resolution - City Council considers adopting a Bond Order and Bond Resolution - City Council considers award of Construction Contract
October 9	Sell Bonds