



Council Meeting Agenda
December 2, 2024
6:00 PM

1. Call to Order Mayor Ed Hooks
2. Invocation..... Pastor Brandon Delk, Summit Church
3. Public Comments Mayor
4. Consent Agenda-
 - a. Approval of Minutes- November 4, 2024- Regular Meeting
 - b. Voluntary Contiguous Annexation Petition- Evolve at Mebane Oaks
 - c. Final Plat- Oakwood, Ph. 1B
 - d. Final Plat Reapproval- North First Street Townhomes
 - e. Budget Ordinance Amendment- American Rescue Plan (ARP) Asset Inventory Assessment (AIA) Grant
 - f. Amended ABSS Joint Field Use Agreement
5. **Public Hearings-**
 - a. Ordinance to Extend the Corporate Limits-
Voluntary Non-Contiguous Annexation- A. Campbell Holdings, LLC-
Cambro, Ph. 3, +/-25.402 acres located on NC Hwy 119
and W. Holt Street in Alamance County Lawson Brown, City Attorney
 - b. Conditional Rezoning- Koury Corporation-19 properties totaling +/-82.92 acres
located along Trollingwood-Hawfields Road, Rowland Lane, and S. Third Street Ext.,
from R-20, LM, HM to R-6 (CD) for a Planned Unit Development of 38 Townhomes
and 645 Apartment Units and B-2 (CD) for a Shopping Center
with Outparcels.....Ashley Ownbey
Development Director
 - c. Amendment to the Flood Hazard Overlay (FHO) District..... Ms. Ownbey
6. 2022 FEMA BRIC Grant – Sewer Rehabilitation ProjectKyle Smith, Utilities Director
Daphna Schwartz, Finance Director
7. Recreation and Parks Advocacy Commission (RPAC) Senior
Subcommittee Discussion Mayor
8. LINK Transit Board Discussion
9. Adjournment Mayor



The Mebane City Council held its regular monthly meeting at 6:00 p.m., Monday, November 4, 2024, in the Council Chambers of the Glendel Stephenson Municipal Building located at 106 E. Washington Street.

Councilmembers Present:

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

Also Present:

Preston Mitchell, Interim City Manager
Lawson Brown, City Attorney
Stephanie Shaw, City Clerk
Adam Cole, Captain, Police Department
John Wellons, Fire Chief
Daphna Schwartz, Finance Director
Franz Holt, City Engineer
Aaron Davis, Recreation and Parks Director
Kirk Montgomery, IT Director

Mayor Hooks called the meeting to order at 6:00 p.m. Will Webster Pastor of Grace Bible Fellowship gave the invocation.

Mayor Hooks recognized Bradford Academy Headmaster Jeff Johnston and several students in attendance. Mr. Johanson explained that attending a Council meeting is a requirement for their Civics class.

Mayor Hooks recognized Mebane resident Peggy Boswell for her contributions to Mebane and the Alamance County community with the following resolution.

**Resolution of Recognition
Peggy Boswell**

Whereas, Peggy Boswell has demonstrated a lifelong dedication to preserving and promoting history through her extensive work in art history, historic preservation, and museum curation; and

Whereas, she has served as the esteemed curator of the Scott Family Collection, displaying her outstanding skills in planning, development, and strategic implementation; and

Whereas, her educational background, including a Bachelor of Fine Arts in Art History from East Tennessee State University, and various certificates in historic preservation technology, oral history, and library science, showcase her commitment to continuous learning and expertise in her field; and

Whereas, Ms. Boswell's career included significant roles such as Executive Director of the Alamance County Historical Museum, Interim Archivist for the N.C. School of the Arts, Clerk Librarian at the Carmel-Clay Public Library, and Federal Acknowledgment Officer with the Occaneechi Band of the Saponi Nation, reflecting a deep passion for historical research, preservation, and community involvement; and

Whereas, Peggy Boswell has shown a deep commitment to enhancing the value of our community and its heritage by becoming an active member of the Mebane Historical Society in 2004, and going above and beyond with the organization of the museum's first web presence; and

Whereas, demonstrating her leadership skills and dedication, she was appointed as Vice President of the Mebane Historical Society in 2006 and ascended to the role of President in 2007; and

Whereas, she secured funding for a preservation library for the museum while being president, thus ensuring the safeguarding of our community's past for future generations; and

Whereas, she actively participated and collaborated with the City Council in 2007-2008 to renovate the Old Recreation Center into the Mebane Historic Museum, showcasing her passion and determination for the preservation and promotion of local heritage; and

Whereas, recognizing her important contributions and dedicated commitment, she was chosen to become the paid Part-Time Interim Director of the Museum in 2009, serving admirably as Director until 2010.

Now, therefore, I, Mayor Ed Hooks, on behalf of the Mebane City Council and Mebane community, do hereby recognize Peggy Boswell for her outstanding contributions to the field of history and preservation, her unwavering dedication to cultural heritage, and her invaluable service to our community.

Adopted this 4th day of November 2024.

Ed Hooks, Mayor

Ms. Boswell said a few words and thanked Mayor Hooks for the special recognition.

Mayor Hooks recognized Mebane Fire Chief John Wellons for completing the *Leading for Results* course at the School of Government at the University of North Carolina at Chapel Hill.

Ms. Hadley shared that she serves on the NC Code Officials Board and the state of NC has approximately 4,900 building inspectors or code officials. She stated that out of that number, only 490 have all Level 3s and all 5 trades including Fire and Mebane’s Chief Building Inspector Cliff Ayscue is one of those 490. She said it makes her proud to attend those meetings, knowing that Mebane is at the top of the list.

During the Public Comment Period, Judy Butler, 1003 Stuart Drive, Mebane, requested that the Council appoint a Senior Advisory Board. She provided each Council member with a written proposal for a Senior Advisory Board for the City of Mebane, inviting the Council to support the initiative to enrich the community and empower the city’s senior population.

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

- a. Approval of Minutes- October 7, 2024- Regular Meeting and Closed Session- Pending Litigation Discussion
- b. Final Plat- Buckhorn Business Centre Ph. 3
- c. Voluntary Non-Contiguous Annexation Petition- Cambro, Ph. 3
- d. NC Water & Wastewater Agency Response Network- Mutual Aid & Assistance Agreement
- e. FY25 First Quarter Financial Report
- f. DMDC Quarterly Report- 1st Quarter
- g. DMDC Audit Report FY Ending June 30, 2024
- h. 2025 Council Meeting Calendar

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

Item c.

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

Annexation No. 175

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 December 2, 2024.

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

Being all that certain tract or parcel of land lying and being in the Melville Township, Alamance County, North Carolina, being more particularly described as follows:

COMMENCING at an NCDOT right-of-way monument found at the intersection of the southerly right-of-way line of West Holt Street [NCSR 1963] and the westerly right-of-way line of N.C. Highway 119, said monument having North Carolina State Plane Grid Coordinates (NAD 83/2011) of North(y) = 854,761.74 feet and East(x) = 1,912,462.40 feet; running thence South 76 deg. 37' 28" East a distance of 296.02 feet to an NCDOT right-of-way monument found at the intersection of the southerly right-of-way line of West Holt Street and the easterly right-of-way line of N.C. Highway 119, being the true point and place of BEGINNING; running thence with the southerly line of West Holt Street the following three (2) courses and distances: 1) South 76 deg. 34' 14" East a distance of 35.84 feet to a point; 2) South 76 deg. 42' 34" East a distance of 608.41 feet to a point; and 3) South 81 deg. 59' 08" East a distance of 310.55 feet to an iron pipe found at the northwesterly corner of property owned by Junius and Ometta Corbett Irrevocable Trust (Deed Book 4140, Page 846, Alamance County Register of Deeds); thence with the line of said Corbett Irrevocable Trust and others South 08 deg. 58' 42" East a distance of 1003.39 feet to a point at the southwesterly corner of property owned, now or formerly by Andy Garcia Smith (Deed Book 1918, Page 356, Alamance County Register of Deeds); thence with the southerly line of Smith and others North 78 deg. 48' 46" East a distance of 541.47 feet to a point at the southeasterly corner of property owned, now or formerly by William Andy Thompson (Deed Book 555 Page 239, Alamance County Register of Deeds); thence with the easterly line of Thompson North 08 deg. 49' 47" West a distance of 47.33 feet to a point at the southwesterly corner of property owned, now or formerly by Nancy J. Lloyd (Deed Book 3489, Page 912, Alamance County Register of Deeds); thence with the southerly line of Lloyd North 76 deg. 55' 12" East a distance of 149.16 feet to a point; thence continuing with the line of Lloyd South 17 deg. 20' 45" West a distance of 32.19 feet to a point in the westerly right-of-way line of Fitch Drive; thence with westerly right-of-way line of Fitch Drive the following three courses and distances: 1) along a non-tangent curve to the left, having a chord bearing of South 30 deg. 31' 05" West, a chord distance of 38.88 feet, a radius of 840.16 feet, and an arc length of 38.88 feet to a point; 2) along a curve to the left, having a chord bearing of South 22 deg. 02' 56" West, a chord distance of 101.23 feet, a radius of 600.81 feet, and an arc length of 101.35 feet to a point; and 3) along a curve to the left, having a chord bearing of South 15 deg. 43' 49" West, a chord distance of 69.76 feet, a radius of 1843.44 feet, and an arc length of 69.76 feet to an iron pipe found at the northeasterly corner of property owned, now or formerly by Khadija Sonya Jimoh (Deed Book 3610, Page 98, Alamance County Register of Deeds); thence with the line of Jimoh the following two (2) courses and distances: 1) North 76 deg. 38' 15" West a distance of 194.77 feet to a point; and 2) South 46 deg. 00' 45" West a distance of 128.40 feet to a point at the northwesterly corner of property owned, now or formerly by Devon Clark (Deed Book 4570, Page 346, Alamance County Register of Deeds); thence with the line of Clark South 13 deg. 21' 45" West a distance of 200.00 feet to a point in the northerly line of Donald Delfino (Deed Book 3695, Page 283, Alamance County Register of Deeds); thence with the line of Delfino the following two (2) courses and distances: 1) North 67 deg. 25' 52" West a distance of 68.74 feet to a point; and 2) South 19 deg. 15' 41" West a distance of 172.50 feet to a point, a corner with property owned, now or formerly by The Clifford M. Ray, Jr. Family Limited Partnership (Deed Book 2799, Page 569, Alamance County Register of Deeds); thence with the line of said Clifford M. Ray, Jr. Family Limited Partnership North 80 deg. 30' 25" West a distance of 622.08 feet to a point in the easterly right-of-way line of N.C. Highway 119; thence with the westerly right-of-way line of N.C. Highway 119 the following five (5) courses and distances: 1) along a non-tangent curve to the left, having a chord bearing of North 17 deg. 42' 03" West, a chord distance of 251.29 feet, a radius of 6128.94 feet, and an arc length of 251.31 feet to a point; 2) along a curve to the left, having a chord bearing of North 19 deg. 09' 40" West, a chord distance of 61.09 feet, a radius of 6128.94 feet, and an arc length of 61.09 feet to an iron pipe found; 3) along a curve to the left, having a chord bearing of North 21 deg. 58' 01" West, a chord distance of 539.03 feet, a radius of 6128.94 feet, and an arc length of 539.20 feet to a point; 4) North 24 deg. 13' 11"

West a distance of 560.39 feet to a point; and 5) North 24 deg. 13' 11" West a distance of 204.77 feet to the point and place of BEGINNING, containing 25.402 acres (0.0397 Square Miles), more or less, BEING ALL of Lot 24, Phase 3 of the North Carolina Industrial Center as shown on a plat thereof recorded in Plat Book 81, Page 5 in the Alamance County Register of Deeds.

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

Ed Hooks, Mayor

ATTEST:

Stephanie W. Shaw, City Clerk

A Public Hearing was held on a request from Tanner Built Homes to adopt an ordinance to extend the corporate limits. Mr. Brown presented the request. He stated that this is a voluntary contiguous annexation of +/- 10.01 acres off Mrs. White Lane in Alamance County. A residential subdivision is planned for this property. At last month's meeting, the Council accepted the annexation petition and the certificate of sufficiency.

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

Ms. Frances McMahan, 1432 Rutledge Trail, Mebane, stated that this property has been approved for residential development for several years and questioned when the development would begin being built. She also questioned if the residents of Rutledge Trail would benefit from the sewer extension.

Mr. Mitchell stated that this residential development was heard by the Council a year or two ago at which time it was discussed, but it is not his understanding that this development will be extending the sewer on Rutledge Trail. He added that the request came back for reapproval in August 2022 so any items related to previous commitments are not obligated under the new approved development and tonight's request is only related to the annexation of the property.

Mr. Bradley made a motion, seconded by Mr. Ewing to adopt the ordinance to extend the corporate limits to include the +/- 10.01 acres. The motion carried unanimously.

Mebane Police Captain Adam Cole presented a request for the Council's appointment of a member to the Mebane Animal Control Authority Appeal Board. He explained that on September 9, 2024, the Council approved amendments to the Mebane Code of Ordinances, Chapter 4, regarding animals. Section "n" under the Review Board establishes criteria for selecting one committee member, with preference given to those with veterinary science backgrounds. After reaching out to three veterinarians, Dr. Gregg Jordan agreed to serve on the board.

Mr. White made a motion, seconded by Ms. Burkholder, to appoint Dr. Gregg Jordan as a member of the Mebane Animal Control Appeal Board. The motion carried unanimously.

Mr. Brown presented a request for the Council's approval of the City purchasing land from Alamance County Farm Bureau on Clay Street for Small Pocket Park. Mr. Brown explained that the Alamance County Farm Bureau has offered to sell a +/- 0.1 acre along Clay Street along with the necessary drainage easement for a small pocket park for the purchase price of \$25,000.

Ms. Burkholder made a motion, seconded by Mr. Ewing, to approve the City's purchase of the property with the drainage easement from the Alamance County Farm Bureau for the purchase price of \$25,000, subject to the usual due diligence, and authorized the interim City manager and Finance Director to execute the purchase agreement and the necessary documents to consummate the purchase. The motion carried unanimously.

Mr. Davis presented a request for approval of amendments to the Mebane Sports Hall of Fame Bylaws. The following key amendments are requested for approval:

- Establishment of a chairperson and secretary during each term
 - Chairperson will automatically become chair emeritus
- The committee will consist of nine members (7 selected by the City Council and 2 appointed by the Recreation Director who are representatives from the two Mebane High Schools)
- Established designations for Hall of Fame and Hall of Honor (section 6)
- Increased maximum number of inductees from 4 to 5 for each ceremony
- Establishing that a ceremony will be conducted every 4 years
- Candidates are eligible for induction five years after the culmination of their high school career (formally 10 years after their athletics career ended)
- Inductees may be removed if their character becomes in question by a majority vote of the committee
- Nominations may be submitted online through a Google form posted on the City's Hall of Fame webpage
- Ticket allotments for the ceremony: 5 for individual inductee, 2 per player/coach for a team inductee, 3 per committee member, 2 per keynote speaker, 1 per individual introducing inductees

Mr. White made a motion, seconded by Mr. Bradley, to approve the Mebane Sports Hall of Fame Bylaw amendments as presented. The motion carried unanimously.

Mr. Davis presented a request for approval of amendments to the Mebane Youth Soccer Association (MYSA) Soccer Program and Field Use Agreement. He shared that MYSA wishes to continue its partnership with the City of Mebane as the primary programming entity for Soccer in the City of Mebane and for its City of Mebane field use. Mr. Davis highlighted a few contract revisions related to the maintenance of the fields and MYSA's aid in funding city staff during large MYSA tournaments that require full-time and part-time city staff.

Mayor Hooks and several Council members spoke highly of the MYSA program.

MYSA Club Director Taylor Sax shared that many of their coaches have some of the highest licenses in the country. He said they will be holding coaching courses soon, which coaches from across the state will attend. He stated that MYSA ensures that its coaches are well-educated and licensed. He shared that TOP soccer is a program they offer that reaches the special needs community.

Mr. Bradley made a motion, seconded by Mr. Ewing, to approve the MYSA Soccer Program and Field Use Agreement between the City of Mebane and the Mebane Youth Soccer Association as presented. The motion carried unanimously.

Mr. Davis presented a request for Recreation and Parks Advocacy Commission Appointments (RPAC). The two members selected will begin a three-year term. Fourteen qualified candidates submitted applications and were included in the Council's packets for review. Mr. Davis stated that the staff recommends appointing Mary Fisher and Shawnee Seese. He explained that the RPAC currently has one of the four returning members that fit into the active adult (55+) or senior (60+) age category, and the addition of these two City citizens would allow for the advocacy commission to be composed of three members in that age range and three below it. Also, the RPAC already has a member serving the ETJ, and the future implementation of the Mebane Recreation and Parks Comprehensive Master Plan in conjunction with the Mebane City Council-directed special future project of a new park south of the interstate results in the staff recommendation of five members being city residents and one member brings from the ETJ. Shawnee Seese would also be the only citizen within the Orange Co. city limits of Mebane.

After some discussion, Mr. White made a motion, seconded by Ms. Burkholder, to appoint Mary Fisher and Shawnee Seese for three-year terms to serve on the RPAC. The motion was carried unanimously.

Mr. Montgomery presented a request for the Council's adoption of the 2023 State and Local Cybersecurity Grant Program (SLCGP) Acceptance Resolution and approval of the related FY25 Budget Ordinance Amendment. Mr. Montgomery shared that the City applied for funding under the State and Local Cybersecurity Grant Program (SLCGP), established by the Infrastructure Investment and Jobs Act and administered by the Cybersecurity and Infrastructure Security Agency (CISA) in coordination with the Federal Emergency Management Agency (FEMA), to support the city's cybersecurity initiatives. The City of Mebane was selected to receive \$200,000 in funding. To secure the funds, the Council must approve a resolution to accept the appropriation.

Mr. Ewing made a motion, seconded by Ms. Burkholder, to adopt the 2023 State and Local Cybersecurity Grant Program (SLCGP) Acceptance Resolution and the related FY25 Budget Ordinance Amendment. The motion carried unanimously.

**2023 APPROPRIATIONS ACT DIRECTED
PROJECTS GRANT ACCEPTANCE RESOLUTION**

WHEREAS, the City of Mebane has received an FY23 State and Local Cybersecurity Grant Program (SLCGP), established by the Infrastructure Investment and Jobs Act and administered by the Cybersecurity and Infrastructure Security Agency (CISA) in coordination with the Federal Emergency Management Agency (FEMA), to support our cybersecurity initiatives; and

WHEREAS, the State and Local Cybersecurity Grant Program funding in the amount of \$200,000 is to perform work detailed in the submitted application and

WHEREAS, the City of Mebane intends to perform the said project in accordance with the agreed scope of work,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MEBANE:

The City of Mebane does hereby accept the State and Local Cybersecurity Grant Program offer of \$200,000; and

The City of Mebane does hereby assure the CISA in coordination with FEMA, that any Conditions or Assurances contained in the Award Offer will be adhered to; and

That Preston Mitchell, Interim City Manager, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with this project; to make the assurances as contained above; and to execute such other documents as may be required by CISA and FEMA.

Adopted this the 4th of November 2024 at Mebane City Hall, 106 E Washington Street, Mebane, North Carolina.

Ed Hooks, Mayor

ATTEST:

Stephanie W. Shaw, City Clerk

BE IT ORDAINED by the Council of the City of Mebane that the Budget Ordinance for the Fiscal Year beginning July 1 2024 as duly adopted on June 3, 2024, is hereby amended as follows:

ARTICLE I

APPROPRIATIONS	Current Budget	Change	Revised Budget
General Fund - IT	\$ 1,761,460	\$ 200,000	\$ 1,961,460

ARTICLE II

REVENUES	Current Budget	Change	Revised Budget
General Fund - All Other Revenues	\$ 2,048,866	\$ 200,000	\$ 2,248,866

This the 4th day of November, 2024.

Ms. Schwartz shared that the City successfully sold Revenue Bonds for the Water Resource Recovery Facility (WRRF) expansion project on October 9, 2024, locking in the final interest rate of 3.86% and annual debt service payments of approximately \$4.3 million per year for 25 years. She then introduced Ted Cole, Senior Vice President of Davenport Public Finance.

Mr. Cole presented a WRRF Expansion Bond Pricing Overview via the attached PowerPoint. No formal action was taken.

Mr. Holt presented a request for approval of an amendment to the McGill Engineering contract, Amendment No. 2, for the lump sum amount of \$2,700,000 for services related to the construction of the WRRF expansion/upgrade project, providing full-time construction observation during active work during the 36-month contract period, review of monthly progress and payment applications, and other related items.

Mr. White made a motion, seconded by Mr. Bradley, to approve McGill Engineering contract amendment no. 2 for the lump sum amount of \$2,700,000 for services related to the construction of the WRRF expansion/upgrade project. The motion carried unanimously.

Mr. Holt presented an update on the recently completed Water and Wastewater System Development Fee Study. He highlighted the key changes, including adjustments to fees due to increased treatment plant costs and considerations for one-bedroom residential units. The updated study will be posted on the City's website for a minimum of 45 days for public review and comment. A public hearing on the proposed updates is anticipated in January. Following the hearing and public input, the new fee schedule could be adopted, pending council approval. The study aligns with the city's requirement to review fees every five years, though the council typically conducts reviews within three to five years. It was clarified that these fees are one-time charges for new connections only and are not part of residents' regular water bills. Existing structures with water/sewer hookups are not subject to these fees. Only new construction or new connections will incur the charges.

Mr. Bradley made a motion, seconded by Ms. Burkholder, to accept the updated Stantec Water and Wastewater System Development Fee Study as presented and approve posting it on the City of Mebane website for a minimum of 45 days for public review and comment. The motion carried unanimously.

Mr. Brown presented a request from William Corriher, owner of 512-A East Graham Street, for annexation into the City and, by City policy, has signed an annexation agreement and a petition for annexation. Mr. Ewing made a motion, seconded by Mr. Bradley, approving the acceptance of the petition for annexation and the annexation agreement for the property at 512-A East Graham

Street but deferring annexation until the future per the City’s policy and upon recordation of the signed annexation agreement. Further moving that the City allows access to the City utility services per the Voluntary Annexation Policy. The motions carried unanimously.

Mr. Ewing expressed his support for the establishment of a senior advisory committee, thoughtfully addressing points raised by Ms. Butler during the public comment period.

The meeting was adjourned at 7.24 p.m.

Ed Hooks, Mayor

ATTEST:

Stephanie W. Shaw, City Clerk

DRAFT

Bond Pricing Overview

Combined Utilities Revenue Bonds, Series 2024

City of Mebane, North Carolina



November 4, 2024

Combined Utilities Revenue Bonds, Series 2024

Project Overview



- On September 5th the City received project bids for the Water Resource Recovery Facility expansion.
 - The low bid was for a total project cost of \$92,746,800.
- In preparation for the Bond Sale, the City requested Credit Ratings from the National Credit Rating Agencies for the City's Revenue Bond Credit.
 - The City received ratings of Aa3 from Moody's and AA- from S&P.
- The City successfully sold the Revenue Bonds on October 9th, locking in the final interest rates and annual Debt Service payments.
- The City anticipates closing on the Bonds and receiving funds for the project costs on October 30th.

1	Uses of Funds	Amount (\$)
2	Professional Services	\$ 40,000
3	Design & Engineering	3,513,200
4	Land Purchase	286,600
5	Construction Administration / Observation	2,700,000
6	Construction Materials Testing	170,000
7	Opinion of Probable Construction Cost*	81,940,000
8	<u>Construction Contingency (5%)</u>	<u>4,097,000</u>
9	Total Project Cost	92,746,800
10	COI Allowance/ Rounding	380,260
11	<u>Underwriters Discount Allowance</u>	<u>257,671</u>
12	Financing Costs	637,932
13	Total Uses	\$ 93,384,732
14	Sources of funds	
15	ARP Proceeds	\$ 11,925,000
16	State Directed Grant	2,055,000
17	<u>Cash Funding</u>	<u>12,227,658</u>
18	Total Cash/Grant Funding	26,207,658
19	Bond Proceeds	\$ 67,177,074
20	Total Sources	\$ 93,384,732

Credit Rating Overview



Mebane Revenue Bond Ratings

Moody's Investor Services	Standard & Poor's
Aaa	AAA
Aa1	AA+
Aa2	AA+
Aa3	AA-
A1	A+
A2	A
A3	A-

MOODY'S RATINGS

CREDIT OPINION

25 September 2024

Send your feedback

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Mebane (City of), NC

New issue

Summary

The City of Mebane, NC's (a1) credit profile reflects the city's steadily growing tax base with strong income and wealth levels, benefiting from proximity to both the Research Triangle Park and the Piedmont Triad region and its location along I-40 and I-85. The city's financial position is strong and stable at over 65% of revenue, supported by conservative budgeting and fiscal policies. Following the issuance of the 2024 bonds, long-term liabilities will represent a slightly elevated 20% of revenue but will remain manageable given ongoing revenue growth in both the general and water and sewer funds.

The city's water and sewer enterprise (a2) credit profile reflects the system's relatively small size (\$7 million in O&M) and growing service area. The rating also incorporates the system's historically low debt service coverage and liquidity that will decrease slightly in the next two years, but improve over the medium term due to planned rate increases of 10% annually. Following the issuance of the 2024 bonds, the system's debt position will be elevated, over 70% revenue.

Credit strengths

- Growing tax base and economy well positioned between two economic centers (near rating)
- Strong and stable financial position (near rating)
- Growing service area (near and sewer)
- Demonstrated willingness to implement timely rate increases (water and sewer)
- Historically sound coverage and liquidity (water and sewer)

Credit challenges

- Limited tax base and budget relative to full year (near rating)
- Projected decrease in coverage and liquidity over the next 2-3 years (water and sewer)
- Elevated debt position (water and sewer)
- Relatively small system size (water and sewer)

Rating outlook

We do not assign outlooks to issues with the amount of debt outstanding.

Factors that could lead to an upgrade

- Reduction in long-term liabilities closer to 100% of revenue (near rating)

Mebane, North Carolina; Combined Utility

Credit Profile

BBB+ (not considered for sale) per 2024 due 12/15/2024

Long-Term Rating

AA-/Stable

New

Credit Highlights

- S&P Global Rating assigned to 'AA-' long-term rating to Mebane, NC's \$61.955 million series 2024 combined utility revenue bonds.
- The outlook is stable.

Security

The bonds are secured by the system's net revenues. Bond provisions are, in our opinion, credit neutral with a net covenant of 1.20x annual debt service (including 15% of system balance) and an additional bonds net (ABT) of 1.20x maximum annual debt service on outstanding and proposed debt. A debt service reserve fund will not be established, however the system's historical target of maintaining at least 10% of budgeted expenditures, which has recently been well above, somewhat mitigates liquidity concerns.

We understand, proceeds from this issue, along with system cash and state grants, will be used to finance improvements and expansion to the system's water resource recovery facility.

Following this issue, the system will have \$81.4 million of debt outstanding, much of which is private placement debt and in parity with the series 2024 revenue bonds. State loans are considered subordinate to the revenue bonds as per the Master Trust Agreement.

Credit overview

A growing and diverse service area with still good access to several broader employment bases, affordable rates, and healthy financial operations coupled with several formal policies and practices and a somewhat elevated debt burden following the issuance support the rating. A higher rating is currently precluded given the near to moderate term cash and coverage declines projected through 2025 as the system ramps up its capital plan addressing capacity coupled with potential pressures on rate flexibility and affordability given planned rate increases of 10% annually through 2025.

In our opinion, the rating further reflects the aspects:

- Growing, primarily residential, customer base with no concentrations that has access to the broader Greensboro-Winston-Salem-High Point combined statistical area employment base;
- Adequate water capacity coupled with sufficient sewer capacity, which is being addressed through this bond issuance to manage future demand;
- Affordable rates, which could be pressured over time given the somewhat below average income levels combined with planned 10% annual increases through 2025.

WWW.CITYOFMEBANE.ORG/INVEST

SEPTEMBER 21, 2024 2

The City's Aa3/AA- Revenue Bond Ratings from Moody's and S&P, respectively, were assigned in September 2024.

North Carolina Rated Utilities

North Carolina Rated Water & Sewer Systems*			
A	B	C	D
Entity	Moody's	S&P	Fitch
1 Cary (Town of)	Aaa	AAA	AAA
2 Charlotte (City of)	Aaa	AAA	AAA
3 Raleigh (City of)	Aaa	AAA	AAA
4 CFPWA	Aa1	AA+	NR
5 Concord (City of)	Aa1	AA-	AA+
6 Durham (City of)	Aa1	AAA	AA+
7 Greensboro (City of)	Aa1	AAA	WD
8 Greenville Utilities Commission	Aa1	NR	AA-
9 Orange W&S Authority	Aa1	AAA	AA+
10 Winston-Salem (City of)	Aa1	AAA	NR
11 Brunswick County	Aa2	AA-	NR
12 Cabarrus W&S Authority	Aa2	NR	AA
13 Fuquay-Varina (Town of)	Aa2	AA	NR
14 Gastonia (City of)	Aa2	AA	AA+
15 Holly Springs (Town of)	Aa2	NR	NR
16 Harnett County	Aa2	NR	NR
17 High Point (City of)	Aa2	AAA	AA+
18 Johnston County	Aa2	AA+	NR
19 Mooresville (Town of)	Aa2	AA+	NR
20 Union County	Aa2	AA+	AA
21 Hillsborough (Town of)	NR	AA	NR
22 Lincoln (County of)	NR	AA	NR
23 Mebane (City of)	Aa3	AA-	NR
24 Clayton (Town of)	Aa3	AA-	NR
25 Carolina Beach	Aa3	NR	NR
26 Jacksonville (City of)	Aa3	NR	NR
27 Onslow W&S Authority	Aa3	AA-	NR
28 Sanford (City of)	Aa3	NR	AA-
29 Salisbury (City of)	NR	AA-	AA-
30 Oak Island (Town of)	A1	AA	NR

*Note: Some issuers without a Moody's rating may not be shown in the chart above.

WD = Withdrawn; NR = Not Rated

Source: Moody's, S&P, Fitch, EMMA

DAVENPORT PUBLIC FINANCE 1863

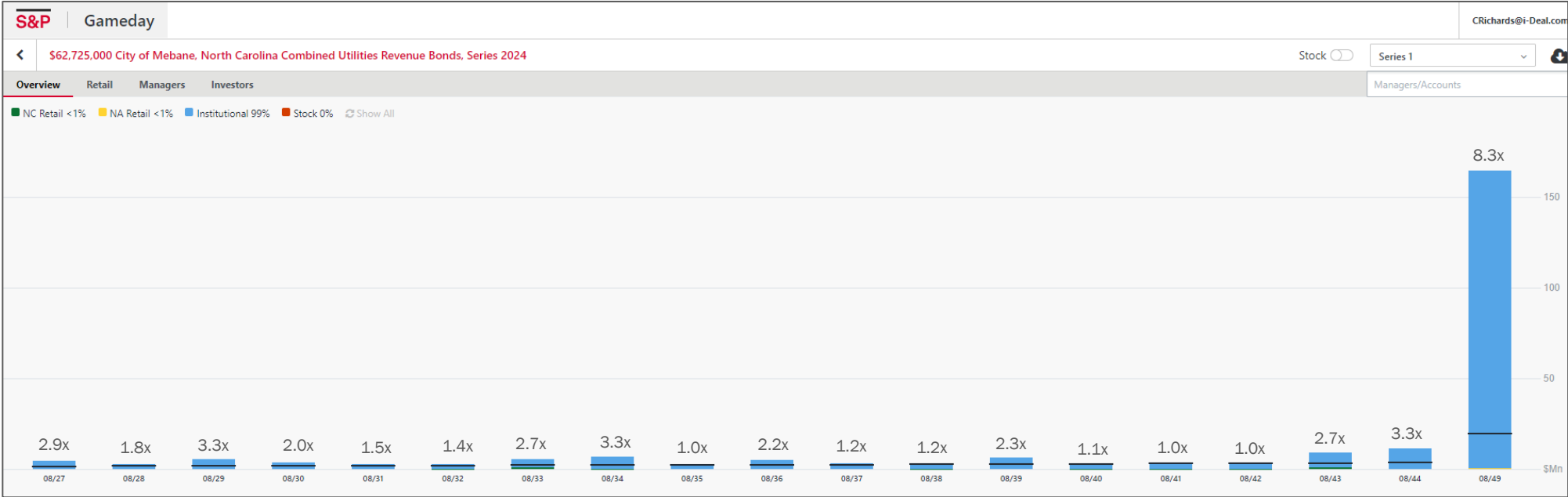
November 4, 2024

City of Mebane, North Carolina | 2024 WWRF Revenue Bonds

3

Overview of Bond Pricing Period

Gameday Summary



Key Order Period Statistics		
1	# of Orders	121
2	# of Accounts	49
3	Amount of Orders Placed	\$ 389,095,000
4	TIC - Beginning of Order Period	3.91%
5	TIC - Final Results	3.86%

- The City’s Bonds were offered to the market on the morning of October 9th during an order period from 9:30am – 11:00am.
- During the order period there was high demand for the City’s Bonds which allowed for a reduction of certain interest rates.
- The TIC Rate was reduced by 5 basis points which resulted in debt service savings of approximately \$650,000.



Final Bond Pricing Results

Rate, Yield and Price Detail

A	B
Sources	Amount
1 Par Amount	62,725,000
2 Premium	4,452,074
3 Total Bond Proceeds	\$ 67,177,074
4 Other Sources of Funds	
5 Cash Funding	12,227,658
6 ARP Proceeds	11,925,000
7 State Directed Grant	2,055,000
8 Total Other Sources	\$ 26,207,658
9 Grand Total Sources	93,384,732
Uses	Amount
11 Project Fund Deposit	92,746,800
12 Cost of Issuance / Rounding	380,260
13 Underwriter's Discount	257,671
14 Total Uses	93,384,732

- Through the Bond issuance process, the City was able to generate \$67.2 million in funding while taking advantage of issuance premium to reduce the Bond principal amount to \$62.7 million.
- The Bond's AA ratings and the amortization structure helped the City tap into a wide range of investors which allowed the City to further reduce interest rates and annual debt service payments.


C	D	E	F	G	H	I
	Maturity Date	Par Amount	Coupon Rate	Yield	Price	Premium / Discount
1	8/1/2027	1,515,000	5.000%	2.500%	106.606	100,081
2	8/1/2028	1,590,000	5.000%	2.550%	108.711	138,505
3	8/1/2029	1,670,000	5.000%	2.570%	110.802	180,393
4	8/1/2030	1,760,000	5.000%	2.680%	112.288	216,269
5	8/1/2031	1,850,000	5.000%	2.760%	113.710	253,635
6	8/1/2032	1,945,000	5.000%	2.850%	114.856	288,949
7	8/1/2033	2,045,000	5.000%	2.930%	115.875	324,644
8	8/1/2034	2,150,000	5.000%	2.990%	116.890	363,135
9	8/1/2035	2,255,000	5.000%	3.080%	116.064	362,243
10	8/1/2036	2,375,000	5.000%	3.130%	115.607	370,666
11	8/1/2037	2,495,000	5.000%	3.160%	115.335	382,608
12	8/1/2038	2,625,000	5.000%	3.190%	115.063	395,404
13	8/1/2039	2,755,000	5.000%	3.270%	114.342	395,122
14	8/1/2040	2,900,000	5.000%	3.360%	113.537	392,573
15	8/1/2041	3,050,000	5.000%	3.460%	112.650	385,825
16	8/1/2042	3,205,000	5.000%	3.540%	111.970	382,901
17	8/1/2043	3,350,000	4.000%	4.050%	99.342	(22,043)
18	8/1/2044	3,490,000	4.000%	4.070%	99.051	(33,120)
19						
20						
21						
22						
23	8/1/2049	19,700,000	4.000%	4.140%	97.839	(425,717)
24	Total	\$62,725,000	4.41%	3.86%	106.69%	\$4,452,074
			Average Coupon	TIC	Bond Price	



Final Debt Service Payments

Final Debt Service vs. Prior Estimate included in Feasibility Study

Final Pricing				9/9 City Council Meeting Estimates / Feasibility Study	
FY	Principal	Interest	Total Debt Service	Total Debt Service	Difference
2025	-	725,687	725,687	783,548	57,861
2026	-	2,870,850	2,870,850	3,099,750	228,900
2027	-	2,870,850	2,870,850	3,099,750	228,900
2028	1,515,000	2,832,975	4,347,975	4,533,000	185,025
2029	1,590,000	2,755,350	4,345,350	4,537,500	192,150
2030	1,670,000	2,673,850	4,343,850	4,533,125	189,275
2031	1,760,000	2,588,100	4,348,100	4,534,750	186,650
2032	1,850,000	2,497,850	4,347,850	4,537,000	189,150
2033	1,945,000	2,402,975	4,347,975	4,534,750	186,775
2034	2,045,000	2,303,225	4,348,225	4,537,750	189,525
2035	2,150,000	2,198,350	4,348,350	4,535,750	187,400
2036	2,255,000	2,088,225	4,343,225	4,533,625	190,400
2037	2,375,000	1,972,475	4,347,475	4,536,000	188,525
2038	2,495,000	1,850,725	4,345,725	4,537,500	191,775
2039	2,625,000	1,722,725	4,347,725	4,533,000	185,275
2040	2,755,000	1,588,225	4,343,225	4,537,125	193,900
2041	2,900,000	1,446,850	4,346,850	4,534,500	187,650
2042	3,050,000	1,298,100	4,348,100	4,534,875	186,775
2043	3,205,000	1,141,725	4,346,725	4,537,750	191,025
2044	3,350,000	994,600	4,344,600	4,537,750	193,150
2045	3,490,000	857,800	4,347,800	4,534,625	186,825
2046	3,630,000	715,400	4,345,400	4,533,000	187,600
2047	3,780,000	567,200	4,347,200	4,537,250	190,050
2048	3,935,000	412,900	4,347,900	4,536,875	188,975
2049	4,095,000	252,300	4,347,300	4,536,500	189,200
2050	4,260,000	85,200	4,345,200	4,535,625	190,425
Total	\$ 62,725,000	\$ 43,714,512	\$ 106,439,512	\$ 111,302,673	\$ 4,863,161



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AGENDA ITEM #4B

Petition for Voluntary Contiguous Annexation- Evolve at Mebane Oaks, LLC

Meeting Date

December 2, 2024

Presenter

Lawson Brown, City Attorney

Public Hearing

Yes ☐ No ☒

Summary

Staff received a petition requesting voluntary contiguous annexation from Evolve at Mebane Oaks, LLC, Mebane Housing, LLC, and Stein Real Estate Company, LLC

Background

The applicants are requesting that the described property be annexed into Mebane's Corporate Limits. This is a contiguous annexation containing approximately +/- 61.830 acres located in Alamance County on Mebane Oaks Road. A Planned Unit development featuring single-family homes, apartments, and commercial space is planned for this property.

Financial Impact

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

Recommendation

Staff recommends the Council's acceptance of the petition, the Clerk's Certificate of Sufficiency, and the adoption of a Resolution setting a date of public hearing for January 6, 2025.

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 January 6, 2025.

Attachments

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



PETITION REQUESTING A 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

2nd 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: 07/25/2024

To the City Council of the City of Mebane:

1. We the undersigned owners of real property respectfully request that the area described in Paragraph 2 below be annexed to the City of Mebane.
2. The area to be annexed is 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 the 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. Evolve Mebane Oaks, LLC	315 Spring Garden St., Unit 1B Greensboro, NC 27401 GPIN: 9824020553	Yes		Joseph A. McKinney, Jr., Manager
2. Mebane Housing, LLC	2918-A Martinsville Rd. Greensboro, NC 27408	Yes		Michael P. Winstead, Jr., Manager
3. Stein Real Estate Company, LLC	1225 Great Oaks Drive Wilmington, NC 28405 GPIN: 9824020553	Yes		Howard M. Stein, Manager

Mebane Housing,
LLC GPINs:
9814921385
9814920726
9814823848
9814727217
9814824291

- 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 is signed by all owners of real property lying in the area described therein, in accordance with G.S. 160A-31.

In witness whereof, I have hereunto set my hand and affixed the seal of the City of Mebane, this 2nd day of December 2024.



Stephanie W. Shaw
Stephanie W. Shaw, City Clerk

PLANNING DIRECTOR CERTIFICATION

THIS TRACT OF LAND IS WITHIN THE CITY OF MEBANE'S JURISDICTION. NO APPROVAL IS REQUIRED OF THE PLANNING BOARD OR CITY COUNCIL UNDER SECTION 50.2(C) OF THE CODE OF ORDINANCES.

SIGNED: _____
PLANNING DIRECTOR

DATE: _____

CERTIFICATE OF SURVEY ACCURACY

I, JEFFREY T. ALLRED, PLS, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK (AS SHOWN), PAGE (AS SHOWN), ETC.); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN BOOK (AS SHOWN) PAGE (AS SHOWN); THAT THE RATIO OF PRECISION AS CALCULATED IS 1:30,000; THIS PLAT WAS PREPARED IN ACCORDANCE WITH N.C.G.S. 47-30 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS 26TH DAY OF APRIL, 2024 A.D.

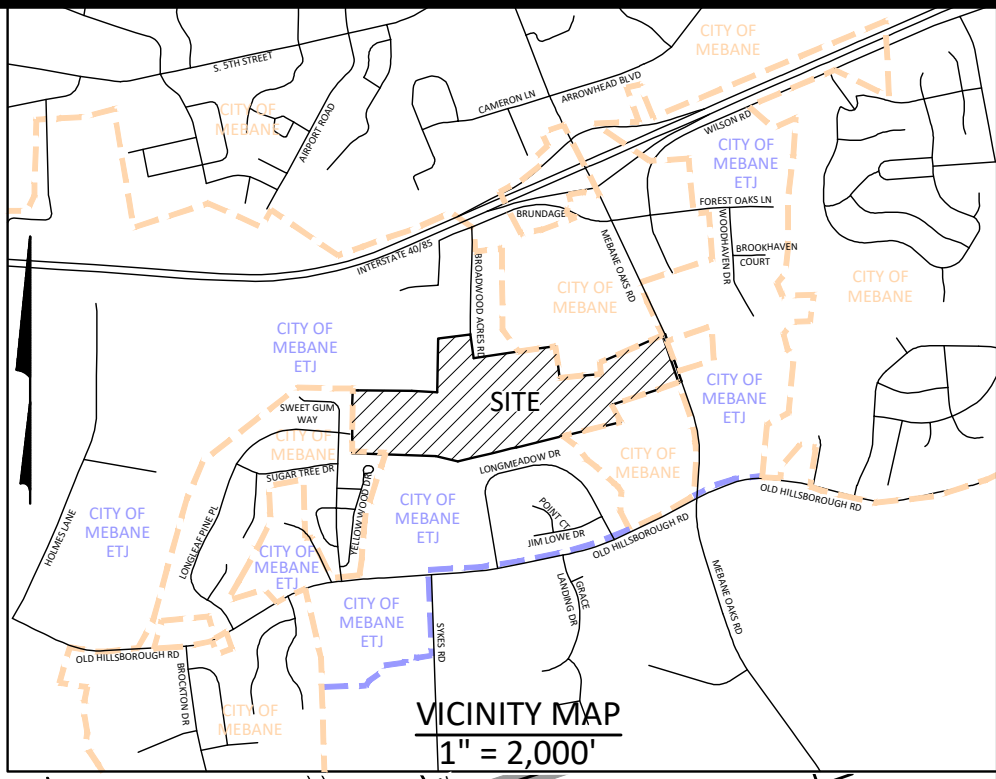
REFERENCE N.C.G.S. 47-30 (j) THE PROVISIONS OF THIS SECTION SHALL NOT APPLY TO BOUNDARY PLATS OF STATE LINES, COUNTY LINES, AREAS ANNEXED BY MUNICIPALITIES, NOR TO PLATS OF MUNICIPAL BOUNDARIES, WHETHER OR NOT REQUIRED BY LAW TO BE RECORDED.

PROPERTY OWNERS:

MEBANE HOUSING, LLC.
2918-A MARTINSVILLE ROAD
GREENSBORO, NC 27408

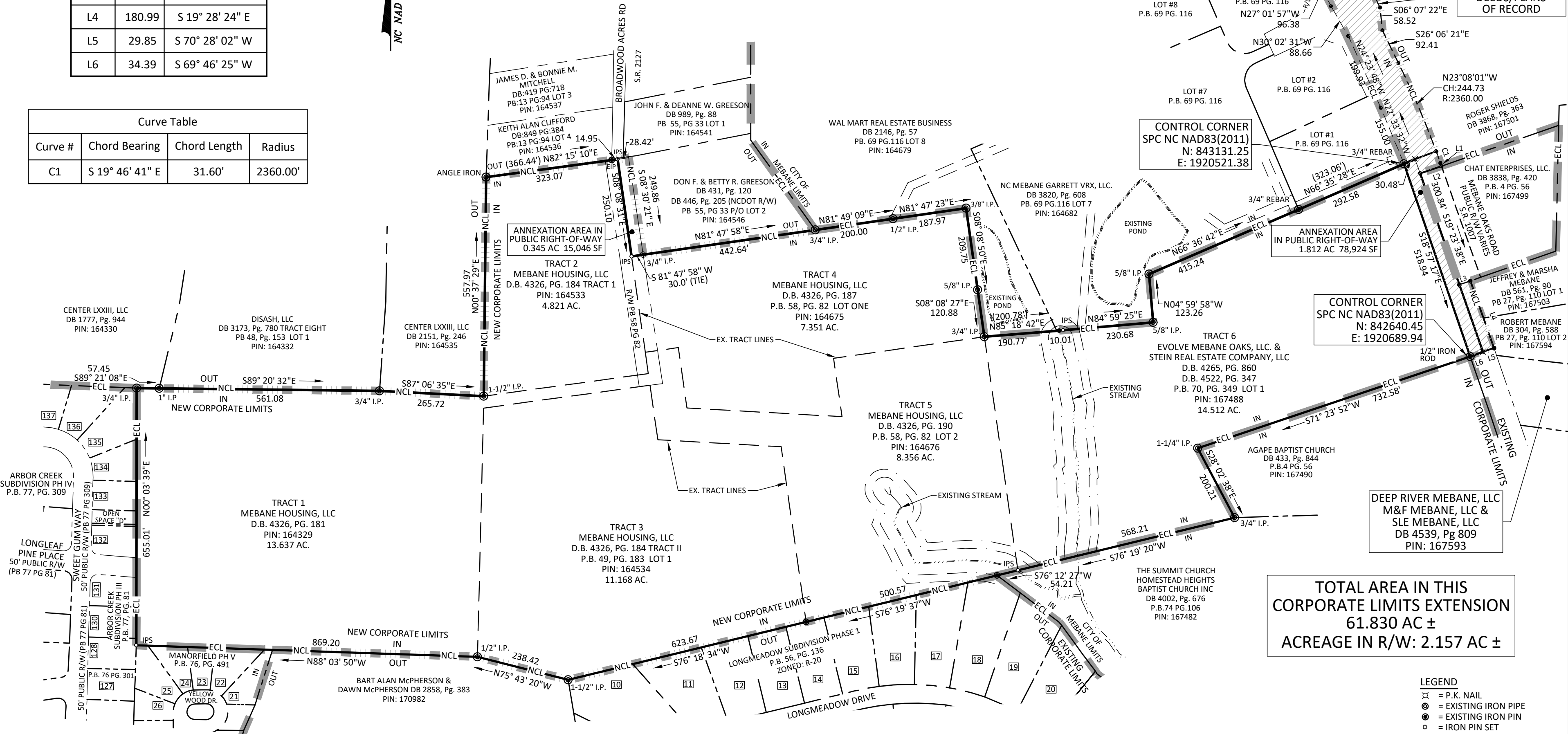
EVOLVE MEBANE OAKS, LLC.
2918-A MARTINSVILLE ROAD
GREENSBORO, NC 27408

STEIN REAL ESTATE COMPANY, LLC.
1225 GREAT OAKS DRIVE.
WILMINGTON, NC 28405



Line Table		
Line #	Length	Direction
L1	8.35	S 19° 23' 40" E
L2	57.47	S 71° 03' 04" W
L3	29.60	N 70° 49' 54" E
L4	180.99	S 19° 28' 24" E
L5	29.85	S 70° 28' 02" W
L6	34.39	S 69° 46' 25" W

Curve Table			
Curve #	Chord Bearing	Chord Length	Radius
C1	S 19° 46' 41" E	31.60'	2360.00'



GENERAL NOTES:

AREA COMPUTED BY COORDINATE METHOD.

RATIO OF PRECISION IS 1:30,000+.

THIS MAP WAS PREPARED WITHOUT THE BENEFIT OF A TITLE INVESTIGATION, THEREFORE, THIS MAP IS SUBJECT TO ANY AND ALL FACTS AN ACCURATE TITLE INVESTIGATION MAY DISCLOSE.

THIS MAP IS SUBJECT TO ANY AND ALL EASEMENTS, AGREEMENTS AND RIGHTS OF WAY OF RECORD BUT NOT VISIBLE OR APPARENT AT THE TIME OF INSPECTION.

TOTAL AREA IN THIS
CORPORATE LIMITS EXTENSION
61.830 AC ±
ACREAGE IN R/W: 2.157 AC ±

LEGEND

- ⊗ = P.K. NAIL
- ⊙ = EXISTING IRON PIPE
- = EXISTING IRON PIN
- = IRON PIN SET
- = COMPUTED POINT
- Δ = STONE/ROCK
- CH = CHORD
- R/W = RIGHT OF WAY
- P.B. = PLAT BOOK
- D.B. = DEED BOOK
- PG. = PAGE
- ECL = EXISTING CORPORATE LIMITS
- NCL = NEW CORPORATE LIMITS

GRAPHIC SCALE



(IN FEET)

1 inch = 200 ft.

ALLRED LAND SURVEYING, PLLC

JEFF ALLRED, PLS ~ L-4500
8065 COBLE MILL ROAD
SNOW CAMP, NC 27349
PHONE: 336-684-8202

CITY OF MEBANE CORPORATE
LIMITS EXTENSION
VOLUNTARY CONTIGUOUS ANNEXATION

PROJECT LOCATION:
STATE: NORTH CAROLINA
COUNTY: ALAMANCE
TOWNSHIP: MELVILLE

NO.	DATE	REVISION NOTE
1		
2		
3		
4		
5		

DRAWN BY: SDT
CHECKED BY: JTA
07/29/2024
PROJECT NO.: 2023-216
REF. NO.:
SCALE: 1" = 200'



SHEET

1 OF 1

RESOLUTION FIXING DATE OF PUBLIC HEARING ON
QUESTION OF ANNEXATION PURSUANT TO G.S. 160A-31

Annexation No. 176

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

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

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

Section 1. A public hearing on the question of annexation of the area described herein will be held at the Glendel Stephenson Municipal Building at 6:00 p.m. on January 6, 2025.

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

All that certain tract or parcel of land, being located in Melville Township, Alamance County, North Carolina, being more particularly described as follows:

BEGINNING at an existing 3/4" rebar, said rebar being in the western margin of Mebane Oaks Road (S.R. 1007) and being the southwest corner of Lot 1 Garrett Crossing as recorded in Plat Book 69, Page 116 in the Office of the Register of Deeds of Alamance County and having North Carolina Grid Coordinates (NAD 83/2011) of North: 843,131.25 feet and East: 1,920,521.38 feet; Thence with the former west right of way of Mebane Oaks Road and being the existing City of Mebane Corporate limits as recorded in Plat Book 70, Page 119 in the Office of the Register of Deeds of Alamance County the following five calls North 22° 33' 32" West 155.00 feet to a point; Thence North 24° 23' 48" West 199.93 feet to a point; Thence North 30° 02' 31" West 88.66 feet to a point; Thence North 27° 01' 57" West 96.38 feet to a point; Thence North 27° 20' 19" West 47.44 feet to a point; Thence crossing Mebane Oaks Road to a point on the east margin of said Mebane Oaks Road North 71° 21' 47" East 94.00 feet to a point; Thence with the east margin of Mebane Oaks Road the following seven calls South 26° 06' 21" East 60.13 feet to a point; Thence South 43° 12' 31" East 68.01 feet to a point; Thence South 26° 06' 21" East 65.00 feet to a point; Thence South 06° 07' 22" East 58.52 feet to a point; Thence South 26° 06' 21" East 92.41 feet to a point; Thence with a curve to the left have a chord bearing and distance of South 22° 45' 01" East 276.28 feet with a radius of 2,360.00 feet to a point; Thence South 19° 23' 40" East 8.35 feet to a point in the north line of Chat Enterprises, LLC as described and recorded in Deed Book 3838, Page 420 and The City of Mebane Corporate Limits as recorded in Plat Book 81, Page 387 in said Alamance County Registry; Thence with said Chat Enterprises, LLC, The City of Mebane Corporate Limits and being in the margin of Mebane Oaks Road the following three calls South 71° 03' 04" West 57.47 feet to a point; Thence South 19° 23' 38" East 300.84 feet to a point; Thence North 70° 49' 54" East 29.60 feet to a point on the east margin of said Mebane Oaks Road; Thence with the east margin of Mebane Oaks Road South 19° 28' 24" East 180.99 feet to a point; Thence South 70° 28' 02" West 29.85 feet to a P.K. Nail in the centerline of Mebane Oaks Road and being the northeast corner of Lot 13 of the Johnston Heights Subdivision as recorded in Plat Book 4, Page 56 in said Alamance County Registry; Thence with the north line of said Lot 13 the following two calls South 69° 46' 25" West 34.39 feet to 1/2" iron rod in the west margin of Mebane Oaks Road and having North Carolina Grid Coordinates (NAD

83/2011) of North: 842,640.45 feet and East: 1,920,689.94 feet; Thence South 71° 23' 52" West 732.58' to a 1-1/4" iron pipe; Thence with the east line of said Lot 13 South 28° 02' 38" East 200.21 feet to a 3/4" iron pipe at the southwest corner of said Lot 13 and being in the northern line of The Summit Church-Homestead Heights Baptist Church, Inc. as described and recorded in Deed Book 4002, Page 676 in said Alamance County Registry; Thence with the north line of The Summit Church-Homestead Heights Baptist Church, Inc. the following two calls South 76° 19' 20" West 568.21 to an iron pin set; Thence South 76° 12' 27" West 54.21 feet to an existing iron pin, said iron pin being the northwest corner of The Summit Church-Homestead Heights Baptist Church, Inc. and being the northeast corner of Lot 18 of Longmeadow Subdivision Phase 1 as recorded in Plat Book 56, Page 136 in said Alamance County Registry; Thence with the north line of said Longmeadow Subdivision Phase 1 the following two calls, South 76° 19' 37" West 500.57 feet to an existing iron pin; Thence South 76° 18' 34" West 623.67 feet to an existing 1-1/2" iron pipe and being the northwest corner of Lot 10 of said Longmeadow Subdivision Phase 1 and being the northeast corner of Bart Alan McPherson and Dawn McPherson as described and recorded in Deed Book 2858, Page 383 in said Alamance County Registry; Thence with the north line of said McPherson North 75° 43' 20" West 238.42 feet to an existing 1/2" iron pin; Thence continuing with the north line of McPherson and the north line of Manorfield Phase V as recorded in Plat Book 76, Page 491 in said Alamance County Registry, North 88° 03' 50" West 869.20 feet to an iron pin set and being the northwest corner of Lot 25 of said Manorfield Phase V in the east line of Phase III - Arbor Creek Subdivision as recorded in Plat Book 77, Page 81 in said Alamance County Registry; Thence with the east line of said Phase III – Arbor Creek Subdivision and Phase IV – Arbor Creek Subdivision as recorded in Plat Book 77, Page 309 in said Alamance County Registry, North 00° 03' 39" East 655.01 feet to an existing 3/4" iron pipe being the northeast corner of Lot 135 Phase IV – Arbor Creek Subdivision and being a point in the south line of Center LXXIII, LLC as described and recorded in Deed Book 1777, Page 944 in said Alamance County Registry; Thence with the south line of Center LXXIII, LLC South 89° 21' 08" East 57.45 feet to an existing 1" iron pipe the southeast corner of Center LXXIII, LLC and being the southwest corner of DISASH, LLC as described and recorded in Deed Book 3173, Page 780 in said Alamance County Registry; Thence with the south line of DISASH, LLC South 89° 20' 32" East 561.08 feet to an existing 3/4" iron pipe the southeast corner of DISASH, LLC and being the southwest corner of Center LXXIII, LLC as described and recorded in Deed Book 5151, Page 246 in said Alamance County Registry; Thence with the south and east line of Center LXXIII, LLC the following two calls, South 87° 06' 35" East 265.72 feet to an existing 1-1/2" iron pipe; Thence North 00° 37' 29" East 557.97 feet to an existing angle iron the southwest corner of Keith Alan Clifford as described and recorded in Deed Book 849, Page 384 in said Alamance County Registry; Thence with the south line of Keith Alan Clifford North 82° 15' 10" East crossing an existing iron pin at 323.07 feet to an iron pin set for a total distance of 338.02 feet and being in the centerline of Broadwood Acres Road (S.R. 2127); Thence with the centerline of said Broadwood Acres Road South 08° 08' 31" East 250.01 feet to an iron pin set; Thence North 81° 47' 58" East 30.0 feet to an existing 3/4" iron pipe in the east margin of Broadwood Acres Road and being the southwest corner of Don and Betty Greeson as described and recorded in Deed Book 431, Page 120 in said Alamance County Registry; Thence with the south line of said Greeson North 81° 47' 58" East 442.64 feet to an existing 3/4" iron pipe the southeast corner of Greeson and the southwest corner of Lot 8 of Garrett Crossing as recorded in Plat Book 69, Page 116 in said Alamance County Registry; Thence with said Lot 8 the following five calls, North 81° 49' 09" East 200.00 feet to an existing 1/2" iron pipe; Thence North 81° 47' 23" East 187.97 feet to an existing 3/8" iron pipe; Thence South 08° 08' 50" East 209.75 feet to an existing 5/8" iron pipe; Thence South 08° 08' 27" East 120.88 feet to an existing 3/4" iron pipe; Thence North 85° 18' 42" East 200.78 feet to an iron pin set in the south line of Lot 7 of Garrett Crossing as recorded in Plat Book 69, Page 116 in said Alamance County Registry; Thence with said Lot 7 the following three calls North 84° 59' 25" East 230.68 feet to an existing 5/8" iron pipe; Thence North 04° 59' 58" West 123.26 feet to an existing 5/8" iron pipe; Thence North 66° 36' 42" East 415.24 feet to an existing 3/4" rebar the southeast corner of said Lot 7 and being the southwest corner of Lot 1 of said Garrett

Crossing; Thence with the south line of Lot 7 North 66° 35' 28" East 292.58 feet to the point and place of BEGINNING, containing 61.830 acres, more or less and being Parcels (GPIN) 9824020553, 9814921385, 9814920726, 9814823848, 9814824291, and 9814727217.

Section 3. Notice of the public hearing shall be published once in the Alamance News and News of Orange, newspapers having general circulation in the City of Mebane, at least ten (10) days prior to the date of the public hearing.

Ed Hooks, Mayor

ATTEST:

Stephanie W. Shaw, City Clerk



AGENDA ITEM #4C

SUB 24-11

Final Subdivision Plat

Oakwood, Phase 1B

Meeting Date

December 2, 2024

Presenter

Ashley Ownbey, Development Director

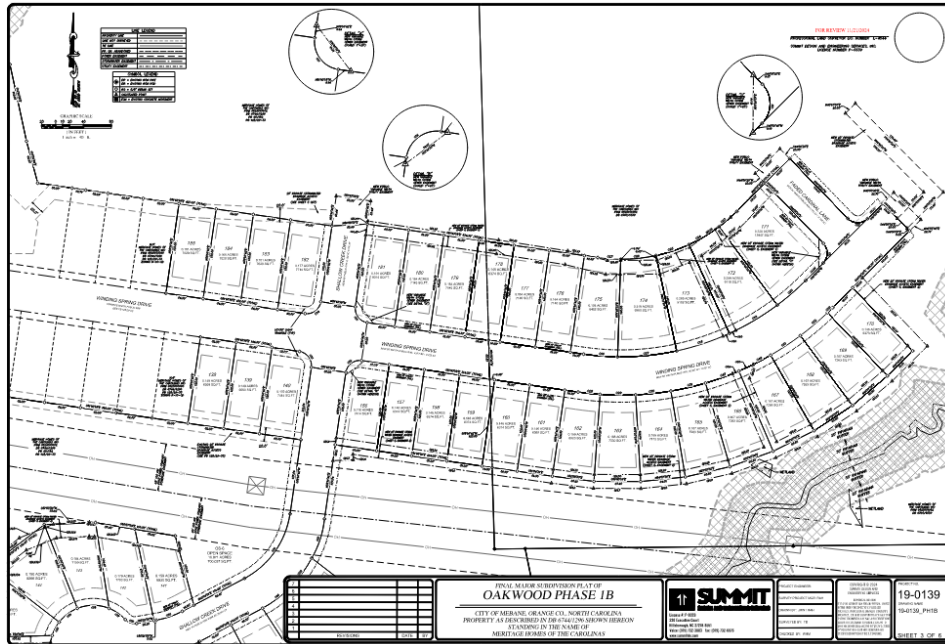
Applicant

Meritage Homes of the Carolinas, Inc.
13925 Ballantyne Corp. Pl., Ste. 300
Charlotte, NC 28277

Public Hearing

Yes ☐ No ☒

Final Plat



Property

Oakwood Subdivision
Orange County GPINs
9825406683,
9824593602,
9825601982

Proposed Zoning

N/A

Current Zoning

R-8 (CD), R-10 (CD)

Size

+/- 34.645 acres

Surrounding Zoning

R-8 (CD), HM, R-20,
R-8, R-6

Surrounding Land Uses

Residential, Vacant,
Industrial

Utilities

Extended at
developer's expense.

Floodplain

No

Watershed

No

City Limits

Yes

Summary

Meritage Homes of the Carolinas, Inc. is requesting approval of the Final Plat for Phase 1B of the Oakwood Subdivision (approved for rezoning by the City Council on 04/07/2021). The final plat will include a total area of +/- 34.645 acres featuring 6 townhome blocks, 48 single-family lots, +/- 22.51 acres of open space, +/-3.32 acres of dedicated right of way, and 1,759 linear feet in new streets.

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.

Financial Impact

The developer has extended utilities at his own expense.

Recommendation

Staff recommends approval of the final plat.

Suggested Motion

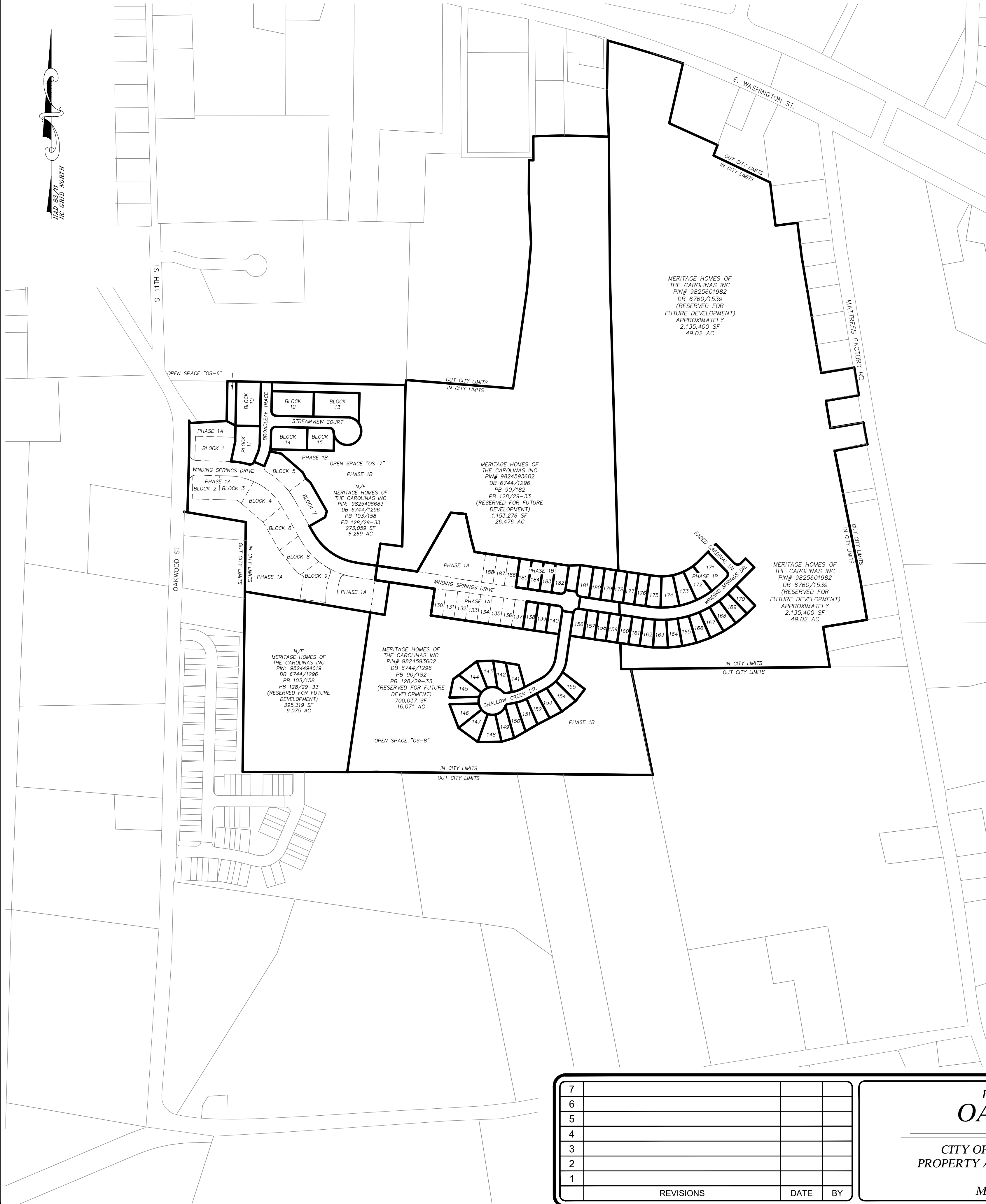
Motion to approve the final plat as presented.

Attachments

1. Final Plat

OVERALL SITE VIEW

SCALE: 1" = 250'



CERTIFICATE OF OWNERSHIP AND DEDICATION

THIS CERTIFIES THAT THE UNDERSIGNED IS (ARE) THE OWNER(S) OF THE PROPERTY SHOWN ON THIS MAP, HAVING ACQUIRED TITLE TO IT BY DEED(S) RECORDED IN THE ORANGE COUNTY, NORTH CAROLINA REGISTERS OF DEEDS OTHERWISE AS SHOWN BELOW AND THAT BY SUBMISSION OF THIS PLAT OR MAP FOR APPROVAL, I/WE DO DEDICATE TO THE CITY OF MEBANE FOR PUBLIC USE ALL STREETS, EASEMENTS, RIGHTS-OF-WAY AND PARKS SHOWN THEREON FOR ALL LAWFUL PURPOSES TO WHICH THE CITY MAY DEVOTE OR ALLOW THE SAME TO BE USED AND UPON ACCEPTANCE THEREOF AND IN ACCORDANCE WITH ALL CITY POLICES, ORDINANCES AND REGULATIONS OR CONDITIONS OF THE CITY OF MEBANE FOR THE BENEFIT OF THE PUBLIC, THIS DEDICATION SHALL BE IRREVOCABLE. ALSO, ALL PRIVATE STREETS SHOWN ON THIS MAP, IF ANY, ARE TO BE AVAILABLE FOR PUBLIC USE.

PROVIDED, HOWEVER, THE "COMMON ELEMENTS" SHOWN HEREON EXPRESSLY ARE NOT DEDICATED HEREBY FOR USE BY THE GENERAL PUBLIC, BUT ARE TO BE CONVEYED BY MERITAGE HOMES OF THE CAROLINAS TO OAKWOOD HOMEOWNERS ASSOCIATION, INC. FOR THE USE AND ENJOYMENT OF THE MEMBERS THEREOF PURSUANT TO THE TERMS OF THAT CERTAIN DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR

OAKWOOD PHASE 1B, RECORDED IN BOOK _____ PAGE _____ ORANGE COUNTY REGISTRY, THE TERMS AND PROVISIONS OF WHICH ARE INCORPORATED HEREIN BY THIS REFERENCE.

BY THE RECORDED OF THIS PLAT, HEREBY GIVES, GRANTS AND CONVEYS TO A UTILITY AND THE CITY OF MEBANE, THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, RIGHTS-OF-WAY AND EASEMENTS TO MAINTAIN AND SERVICE THEIR RESPECTIVE WIRES, LINES, CONDUITS, AND PIPES IN THEIR PRESENT LOCATIONS WITHIN THE "COMMON ELEMENTS" AS SHOWN HEREON TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER AND UPON SAID "COMMON ELEMENTS" FOR THE PURPOSE OF MAINTAINING AND SERVING WIRES, LINES, CONDUITS, AND PIPES.

BOOK NUMBER _____ PAGE NUMBER _____

SIGNATURE(S) _____

_____, COUNTY, NORTH CAROLINA

I, CERTIFY THAT THE FOLLOWING PERSON(S) PERSONALLY APPEARED BEFORE ME THIS DAY, EACH ACKNOWLEDGING TO ME THAT HE OR SHE SIGNED THE FOREGOING DOCUMENT:

NAME(S) OF PRINCIPAL(S) _____

DATE: _____

OFFICIAL SIGNATURE OF NOTARY _____

NAME _____, NOTARY PUBLIC, NOTARY'S PRINTED

MY COMMISSION EXPIRES: _____

NOTE "A"
SUBSURFACE AND ENVIRONMENTAL CONDITIONS WERE NOT EXAMINED OR CONSIDERED DURING THIS SURVEY. ALL BUILDINGS, SURFACE AND SUBSURFACE IMPROVEMENTS ON AND ADJACENT TO THE SITE ARE NOT NECESSARILY SHOWN HEREON. NO STATEMENT IS MADE CONCERNING THE EXISTENCE OF UNDERGROUND CONTAINERS WHICH MAY AFFECT THE USE OF THIS TRACT.

NOTE "B"
THE LOCATION OF UNDERGROUND UTILITIES AS SHOWN ARE BASED ON VISIBLE EVIDENCE AND DRAWINGS PROVIDED TO THE SURVEYOR. LOCATION OF UNDERGROUND UTILITIES AND STRUCTURES MAY VARY FROM LOCATIONS SHOWN HEREON, AND ADDITIONAL BURIED UTILITIES MAY EXIST. CONTACT THE APPROPRIATE UTILITY COMPANIES FOR INFORMATION REGARDING BURIED UTILITIES.

NOTE "C"
ALL DISTANCES ARE HORIZONTAL GROUND AND AREA BY COORDINATE COMPUTATION.

NOTE "D"
THIS SURVEY WAS DONE WITHOUT A TITLE SEARCH AND IS BASED ON REFERENCED INFORMATION. THERE MAY EXIST OTHER DOCUMENTS OF RECORD WHICH COULD AFFECT THIS PROPERTY.

NOTE "E"
EXCEPT AS SPECIFICALLY STATED OR SHOWN, THIS SURVEY DOES NOT REPORT ANY OF THE FOLLOWING: EASEMENTS, OTHER THAN THOSE VISIBLE DURING FIELD EXAMINATION, BUILDING SETBACKS, RESTRICTIVE COVENANTS, ZONING OR LAND USE REGULATIONS AND ANY FACTS WHICH A TITLE SEARCH MAY DISCLOSE.

NOTE "F"
WETLANDS, JURISDICTIONAL WATERS OR OTHER CONDITIONS WHICH MAY BE REGULATED BY FEDERAL OR STATE OR LOCAL AGENCIES WERE NOT INVESTIGATED DURING THIS SURVEY. RIPARIAN BUFFERS AND OTHER RESTRICTIONS ON DEVELOPMENT MAY BE REQUIRED.

NOTE "G"
THIS PROPERTY IS NOT LOCATED IN A HAZARDOUS FLOOD ZONE AS SHOWN ON FEMA FIRM NUMBER 370982400L, EFFECTIVE DATE 11/17/2017. FLOOD ZONES OR BASE FLOOD ELEVATIONS WERE NOT INVESTIGATED DURING THIS SURVEY.

NOTE "H"
NO NCOS MONUMENTS WERE FOUND WITHIN 2000' OF THIS SITE.

NOTE "I"
SEE PLAT "BOUNDARY SURVEY FOR LANDS OF THE ESTATE OF VIRGINIA CLAYTON LONG & THE FIRST BAPTIST CHURCH OF MEBANE" BY STEPHEN D. PUCKETT, PLS, DATED APRIL 4, 2008, AND RECORDED IN PB 103/158, ORANGE COUNTY.

SEE PLAT "BOUNDARY SURVEY FOR LOUISE HOLT HEATH" BY JIM MORROW, PLS, DATED JULY 8, 2002, AND RECORDED IN PB 90/182, ORANGE COUNTY.

SEE UNRECORDED PLAT "ALTA SURVEY FOR BAILY DAVIS BORDERS TRACTS ENTERPRISE LANE, MEBANE, ORANGE COUNTY, NC" BY RICHARD ELLIS BULLOCK, JR., PLS, DATED NOVEMBER 22ND, 2021.

SEE PLAT "FINAL MAJOR SUBDIVISION PLAT OF OAKWOOD PHASE 1A" BY BRANTLEY W. WELLS, PLS, DATED AUGUST 9, 2024, AND RECORDED IN PB 128/29, ORANGE COUNTY.

NOTE "J"
THIS PROPERTY IS WITHIN THE CAPE FEAR RIVER BASIN.

NOTE "L"
ZONING: R-8--CD (TOWNHOMES)
BUILDING FRONT SETBACK: 20 FT
BUILDING SIDE SETBACK: 15 FT
BUILDING SIDE STREET SETBACK: 15 FT
BUILDING REAR SETBACK: 20 FT

ZONING: R-10--CD (SINGLE-FAMILY)
BUILDING FRONT SETBACK: 25 FT
BUILDING SIDE SETBACK: 5 FT
BUILDING SIDE STREET SETBACK: 13 FT
BUILDING REAR SETBACK: 20 FT

NOTE "M"
THE MULTUSE PATH IS TO BE CONSTRUCTED TO CITY OF MEBANE STANDARDS AND COVERED BY A PUBLIC EASEMENT. CITY OF MEBANE ACCEPTANCE OF THE MULT-USE PATH AND ITS CONTINUAL MAINTENANCE WILL NOT BEGIN UNTIL ALL WORK IS DEEMED COMPLETE IN ALL PHASES SUCH THAT THE MULTUSE PATH FORMS A COMPLETED NETWORK (WITH THE INTERNAL ROADWAY AND SIDEWALK SYSTEM AND BEING EXTENDED TO ADJACENT STATE ROADS AND OTHER PROPERTIES AS SHOWN AND APPROVED ON THE PRELIMINARY PLAT ALL SUBJECT TO MEBANE APPROVED REVISIONS).

NOTE "N"
SEE ORANGE COUNTY PLANNING & INSPECTIONS DEPARTMENT FOR APPROVED SOIL AND EROSION CONTROL PLAN.

NOTE "P"
POSITIVE DRAINAGE SHALL BE MAINTAINED AT ALL TIMES IN SWALES AND AWAY FROM DRAINAGE.

SITE SUMMARY			
ORANGE CO. PIN# 9825406683			
DESCRIPTION	UNITS	TOTAL ACRES	
BLOCKS	6	2.57	
OPEN SPACE = (OS)	2	6.44	
ROADS:	2	1.05	
STREAMVIEW COURT	R.O.W.-1	0.62	
BROADLEAF TRACE	R.O.W.-2	0.43	
TOTAL DEDICATED TO PUBLIC RW		1.05	

SITE SUMMARY			
ORANGE CO. PIN# 9824593602			
DESCRIPTION	UNITS	TOTAL ACRES	
LOTS	29	3.866	
OPEN SPACE = (OS)	1	16.07	
ROADS:	2	1.26	
WINDING SPRING DR	R.O.W.-1	0.23	
SHALLOW CREEK DR	R.O.W.-2	1.03	
TOTAL DEDICATED TO PUBLIC RW		1.26	

CERTIFICATE OF FINAL MAJOR SUBDIVISION PLAT APPROVAL AND ACCEPTANCE OF DEDICATION

I, _____, THE CITY CLERK OF MEBANE, NORTH CAROLINA, DO CERTIFY THAT THE CITY OF MEBANE APPROVED THIS PLAT OR MAP AND ACCEPTED THE DEDICATION OF THE STREETS, EASEMENTS, RIGHT-OF-WAY AND PUBLIC PARKS SHOWN THEREON, BUT ASSUMES NO RESPONSIBILITY TO OPEN OR MAINTAIN THE SAME, UNLESS IN THE OPINION OF THE CITY COUNCIL OF THE CITY OF MEBANE IT IS IN THE PUBLIC INTEREST TO DO SO.

DATE _____ CITY CLERK _____

STATE OF NORTH CAROLINA
ORANGE COUNTY

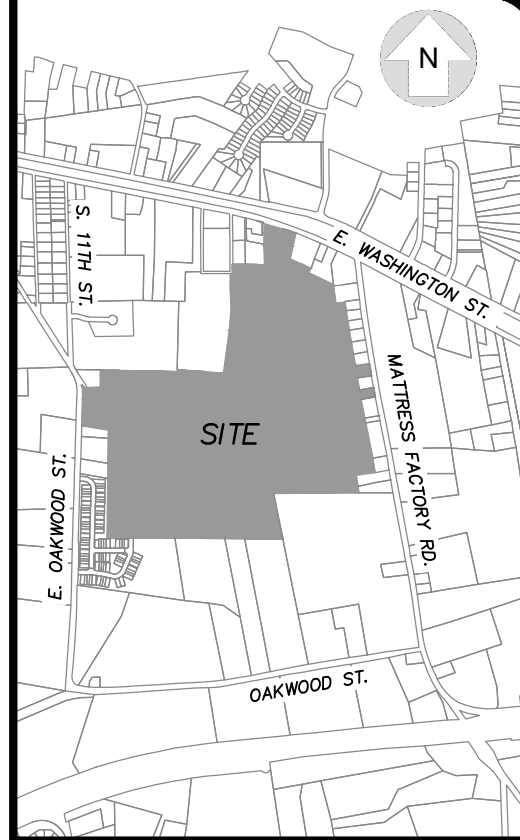
I, _____, REVIEW OFFICER OF ORANGE COUNTY, CERTIFY THAT THIS MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING FOR WHICH THE REVIEW OFFICER HAS RESPONSIBILITY AS PROVIDED BY LAW.

REVIEW OFFICER _____ DATE OF CERTIFICATION _____
ORANGE COUNTY LAND RECORDS/OIS

TOTAL SITE SUMMARY

PHASE 1B TOTAL AREA = 13.128 ACRES
55 LOTS TOTAL = 6.145 ACRES
5 OPEN SPACE = 4.35 ACRES
R/W DEDICATION = 3.009 ACRES
ROAD LINEAR FEET = 1,759 FT (TOTAL)
PIN: 9825404628 / 9825502531
OWNER: MERITAGE HOMES OF THE CAROLINAS

REFERENCES: DB 6744/1296
PB 90/182
PB 103/158
PB 128/29



VICINITY MAP
SCALE: 1" = 2000'

CERTIFICATE OF PURPOSE OF PLAT

THIS SURVEY CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.

SURVEYOR _____

DATE 08/09/24

CERTIFICATE OF OF SURVEY AND ACCURACY

I, BRANTLEY W. WELLS, PLS, L-4544, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK XXXX, PAGE XXXX, ETC.) (OTHER), THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN BOOK _____, PAGE _____, THAT THE RATIO OF PRECISION OR POSITIONAL ACCURACY AS CALCULATED IS 1:100,000; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH NCOS 47-30 AS AMENDED; WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS XXXX DAY OF AUGUST, A.D., 2024.

SURVEYOR _____

L-4544

REGISTRATION NUMBER _____

I HEREBY CERTIFY THAT THIS PLAT IS OF THE FOLLOWING TYPE:

G.S. 47-30 (P)(11)(A). THIS SURVEY CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.

I, BRANTLEY W. WELLS, PLS L-4544, CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK/PAGE (AS NOTED HEREON) OR OTHER REFERENCE SOURCE (AS NOTED HEREON)); THAT THE BOUNDARIES NOT SURVEYED ARE INDICATED IN A BROKEN LINETYPE AS DRAWN FROM INFORMATION IN BOOK/PAGE (AS NOTED HEREON) OR OTHER REFERENCE SOURCE (AS NOTED HEREON); THAT THE RATIO OF PRECISION OR POSITIONAL ACCURACY IS 1:100,000; AND THAT THIS MAP MEETS THE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA (21 NCAC 36.1600). THIS MAP WAS DRAWN IN ACCORDANCE WITH G.S. 47.30 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER AND SEAL THIS XX DAY OF NOVEMBER 2024.

**PRELIMINARY PLAT
FOR REVIEW 11/21/2024**

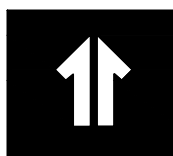
PROFESSIONAL LAND SURVEYOR LIC. NUMBER L-4544

SUMMIT DESIGN AND ENGINEERING SERVICES, INC.
LICENSE NUMBER P-0339

FINAL MAJOR SUBDIVISION PLAT OF OAKWOOD PHASE 1B

CITY OF MEBANE, ORANGE CO., NORTH CAROLINA
PROPERTY AS DESCRIBED IN DB 6744/1296 SHOWN HEREON
STANDING IN THE NAME OF
MERITAGE HOMES OF THE CAROLINAS

7			
6			
5			
4			
3			
2			
1			
REVISIONS		DATE	BY



SUMMIT
DESIGN AND ENGINEERING SERVICES

License #: P-0339
320 Executive Court
Hillsborough, NC 27278-8551
Voice: (919) 732-3883 Fax: (919) 732-6676
www.summitde.com

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SUMMIT DESIGN AND
ENGINEERING SERVICES

DRAWING ALTERATION
IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS
ACTING UNDER THE DIRECTION OF LICENSED
ARCHITECT, PROFESSIONAL ENGINEER, LANDSCAPE
ARCHITECT, OR LAND SURVEYOR TO ALTER ANY ITEM
ON THIS DOCUMENT IN ANY WAY. ANY LICENSEE WHO
ALTERS THIS DOCUMENT IS REQUIRED BY LAW TO
AFFIX HIS OR HER SEAL AND THE NOTATION "ALTERED"
BY FOLLOWED BY HIS OR HER SIGNATURE AND
SPECIFIC DESCRIPTION OF THE ALTERATIONS.

19-0139

19-0139_PH1B

SHEET 1 OF 6

FOR REVIEW 11/21/2024

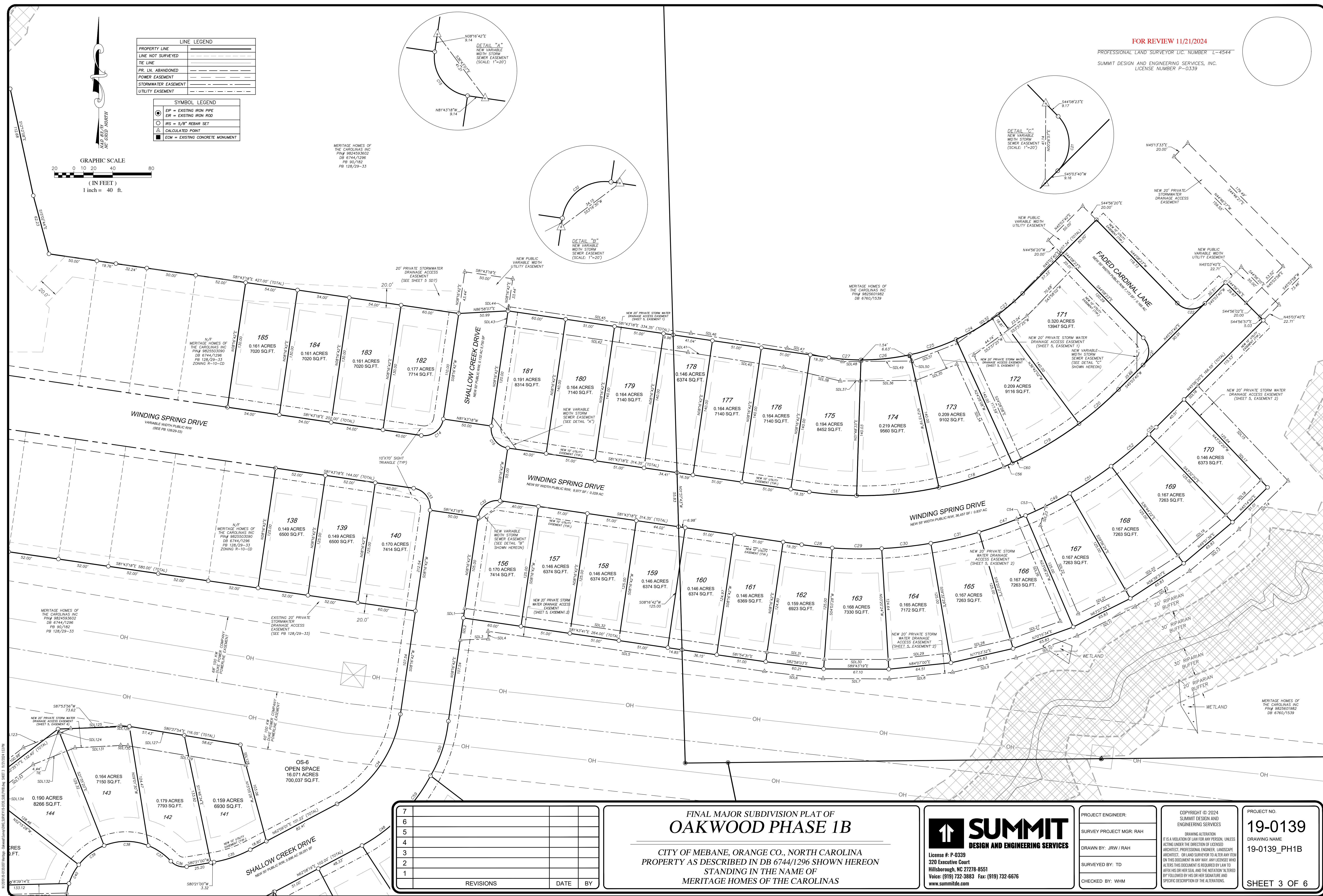
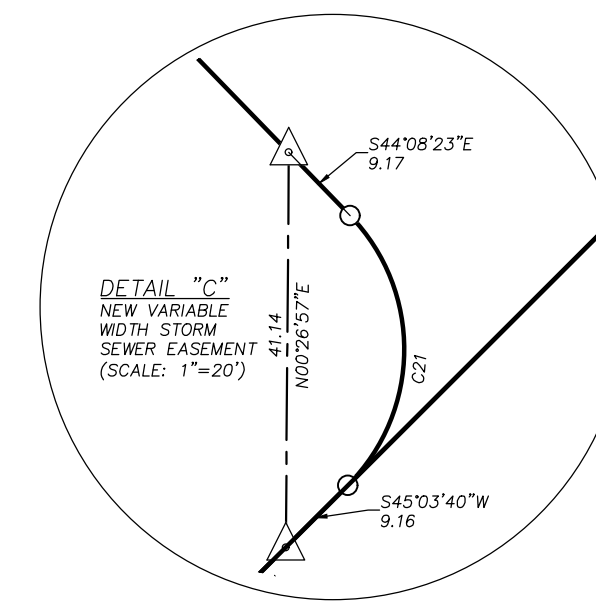
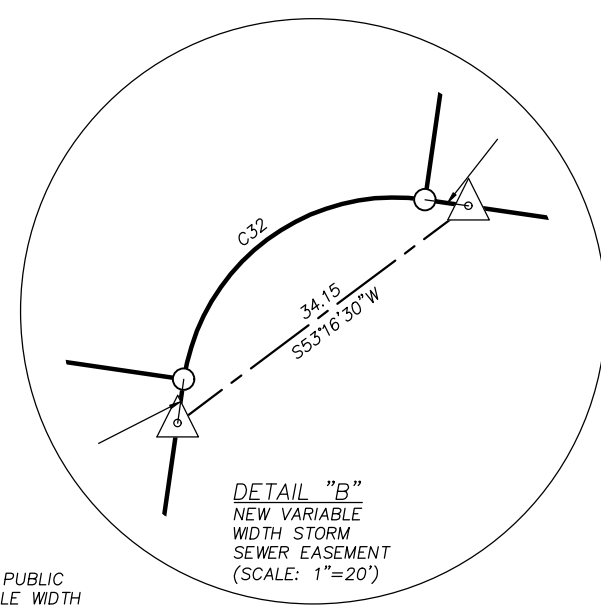
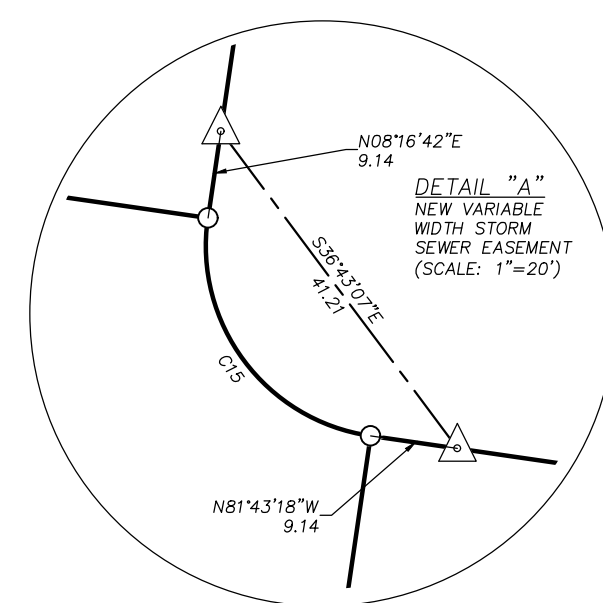
PROFESSIONAL LAND SURVEYOR LIC. NUMBER L-4544

SUMMIT DESIGN AND ENGINEERING SERVICES, INC.
LICENSE NUMBER P-0339

LINE LEGEND	
PROPERTY LINE	
LINE NOT SURVEYED	
TIE LINE	
PR. LN. ABANDONED	
POWER EASEMENT	
STORMWATER EASEMENT	
UTILITY EASEMENT	

SYMBOL LEGEND	
●	EXISTING IRON PIPE
○	EXISTING IRON ROD
○	5/8" REBAR SET
△	CALCULATED POINT
■	EXISTING CONCRETE MONUMENT

GRAPHIC SCALE
20 0 20 40 80
(IN FEET)
1 inch = 40 ft.



7			
6			
5			
4			
3			
2			
1			
REVISIONS		DATE	BY

FINAL MAJOR SUBDIVISION PLAT OF
OAKWOOD PHASE 1B
CITY OF MEBANE, ORANGE CO., NORTH CAROLINA
PROPERTY AS DESCRIBED IN DB 6744/1296 SHOWN HEREON
STANDING IN THE NAME OF
MERITAGE HOMES OF THE CAROLINAS

SUMMIT
DESIGN AND ENGINEERING SERVICES
License #: P-0339
320 Executive Court
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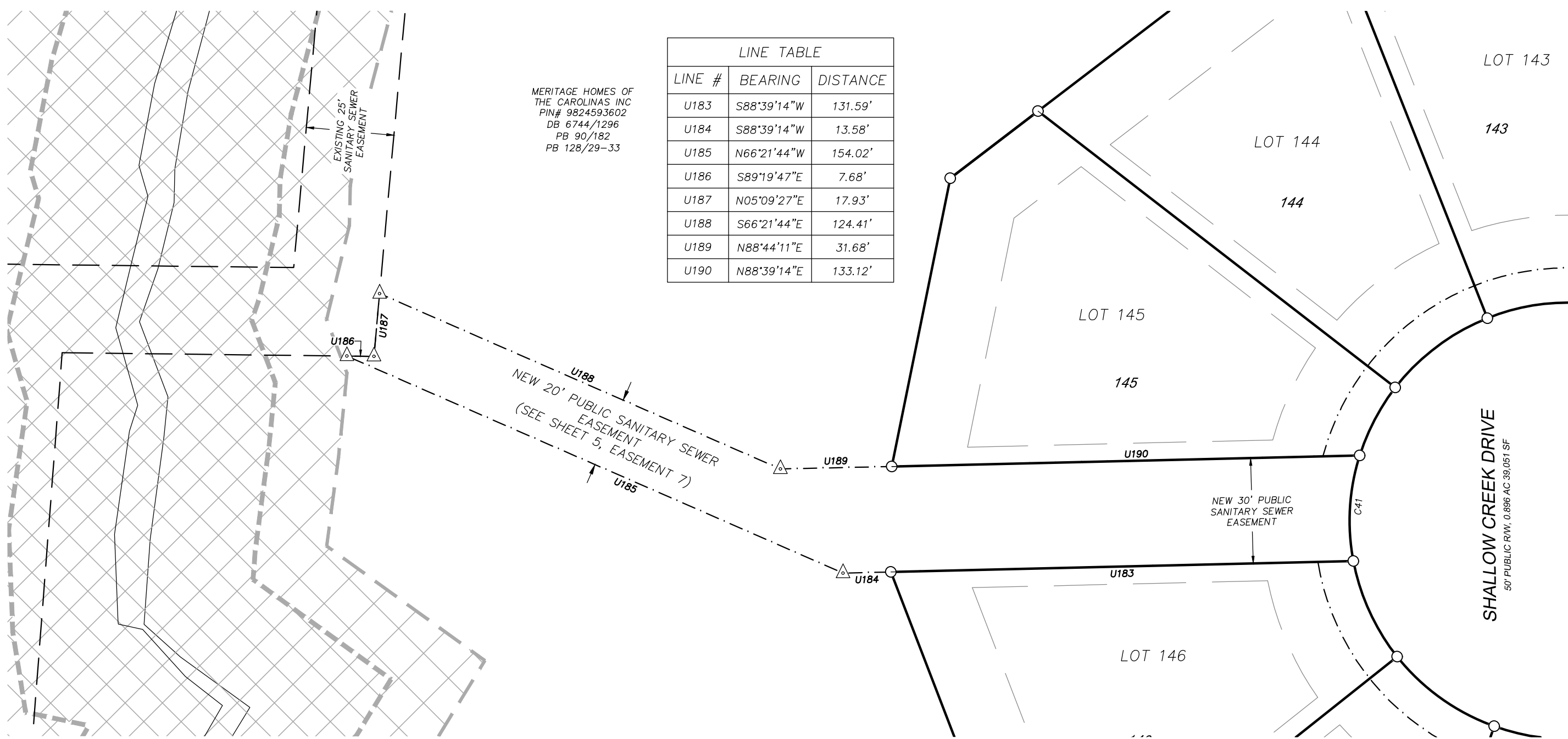
PROJECT ENGINEER:
SURVEY PROJECT MGR: RAH
DRAWN BY: JRW / RAH
SURVEYED BY: TD
CHECKED BY: WHM

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ACTING UNDER THE DIRECTION OF A LICENSED
ARCHITECT, PROFESSIONAL ENGINEER, LANDSCAPE
ARCHITECT, OR LAND SURVEYOR TO ALTER ANY ITEM
ON THIS DOCUMENT IN ANY WAY. ANY LICENSEE WHO
ALTERS THIS DOCUMENT IS REQUIRED BY LAW TO
FOLLOWED BY HIS OR HER SEAL AND THE NOTATION "ALTERED
BY" FOLLOWED BY HIS OR HER SIGNATURE AND
SPECIFIC DESCRIPTION OF THE ALTERATIONS.

PROJECT NO.
19-0139
DRAWING NAME
19-0139_PH1B
SHEET 3 OF 6

SANITARY SEWER EASEMENT 7

DETAIL SCALE: 1" = 30'



EASEMENT 1

LINE TABLE		
LINE #	BEARING	DISTANCE
SDL34	N24°28'08"W	116.23'
SDL35	S68°39'44"W	45.47'
SDL36	S89°32'51"W	57.20'
SDL37	S89°32'51"W	20.63'
SDL38	N76°28'09"W	34.54'
SDL40	N81°06'30"W	76.48'
SDL41	N81°06'30"W	23.21'
SDL42	N81°43'18"W	189.79'
SDL43	N08°16'42"E	15.64'
SDL44	N08°16'42"E	4.36'
SDL45	S81°43'18"E	189.90'
SDL46	S81°06'30"E	100.61'
SDL47	S76°28'09"E	58.53'
SDL48	N89°32'51"E	18.97'
SDL49	N89°32'51"E	52.18'
SDL50	N89°32'51"E	0.54'
SDL51	N68°39'44"E	49.93'
SDL52	N53°37'25"E	72.88'

EASEMENT 2

LINE TABLE		
LINE #	BEARING	DISTANCE
SDL1	S08°14'34"W	10.00'
SDL2	S08°16'42"W	23.05'
SDL3	N87°34'03"E	28.93'
SDL4	N01°08'21"W	7.80'
SDL5	S81°45'26"E	287.96'
SDL6	S82°58'03"E	60.91'
SDL7	S89°43'19"E	68.23'
SDL8	N84°07'00"E	65.66'
SDL9	N77°03'32"E	67.04'
SDL10	N70°15'34"E	67.01'
SDL11	N63°27'35"E	67.01'
SDL12	N56°39'37"E	67.01'
SDL13	N49°51'39"E	66.82'
SDL14	N45°14'50"E	71.21'
SDL15	N43°32'20"W	135.10'

LINE TABLE		
LINE #	BEARING	DISTANCE
SDL16	S45°03'46"W	20.01'
SDL17	S43°32'20"E	115.04'
SDL18	S45°14'50"W	50.82'
SDL19	S49°51'39"W	64.83'
SDL20	S56°39'37"W	64.64'
SDL21	S63°27'35"W	54.62'
SDL22	N23°08'25"W	98.94'
SDL23	N14°45'56"E	20.33'
SDL26	S23°08'25"E	114.50'
SDL27	S70°15'34"W	57.68'
SDL28	S77°03'32"W	64.61'
SDL29	S84°07'00"W	63.35'
SDL30	N89°43'19"W	65.98'
SDL31	N82°58'03"W	59.52'
SDL32	N81°45'26"W	314.89'

EASEMENT 3

LINE TABLE		
LINE #	BEARING	DISTANCE
SDL138	N22°09'57"E	10.61'
SDL139	N01°58'56"E	88.68'
SDL200	N81°33'07"W	11.34'
SDL141	N85°53'30"W	56.84'
SDL202	S85°23'40"W	86.13'
SDL143	N85°42'19"W	27.82'
SDL144	N03°06'55"E	20.00'
SDL205	S88°06'22"W	28.11'
SDL206	N85°38'21"W	32.36'
SDL147	N85°13'30"E	57.68'
SDL148	S81°33'07"E	29.97'
SDL149	S01°58'56"W	110.10'
SDL150	S22°53'21"W	22.84'

EASEMENT 4

LINE TABLE		
LINE #	BEARING	DISTANCE
SDL198	S54°05'09"E	18.28'
SDL199	S09°04'15"W	9.93'
SDL153	S01°05'47"W	43.48'
SDL201	S85°13'21"E	33.34'
SDL202	S85°38'21"E	31.19'
SDL203	N88°05'38"E	57.03'
SDL204	S01°41'02"W	20.05'
SDL205	S88°06'22"W	56.87'
SDL206	N85°38'21"W	32.36'
SDL207	N85°13'30"E	57.68'
SDL208	N88°41'58"W	45.60'
SDL209	S09°04'15"W	12.45'
SDL210	S01°26'00"W	31.82'
SDL211	S01°08'28"W	30.57'
SDL212	S30°22'10"E	10.06'

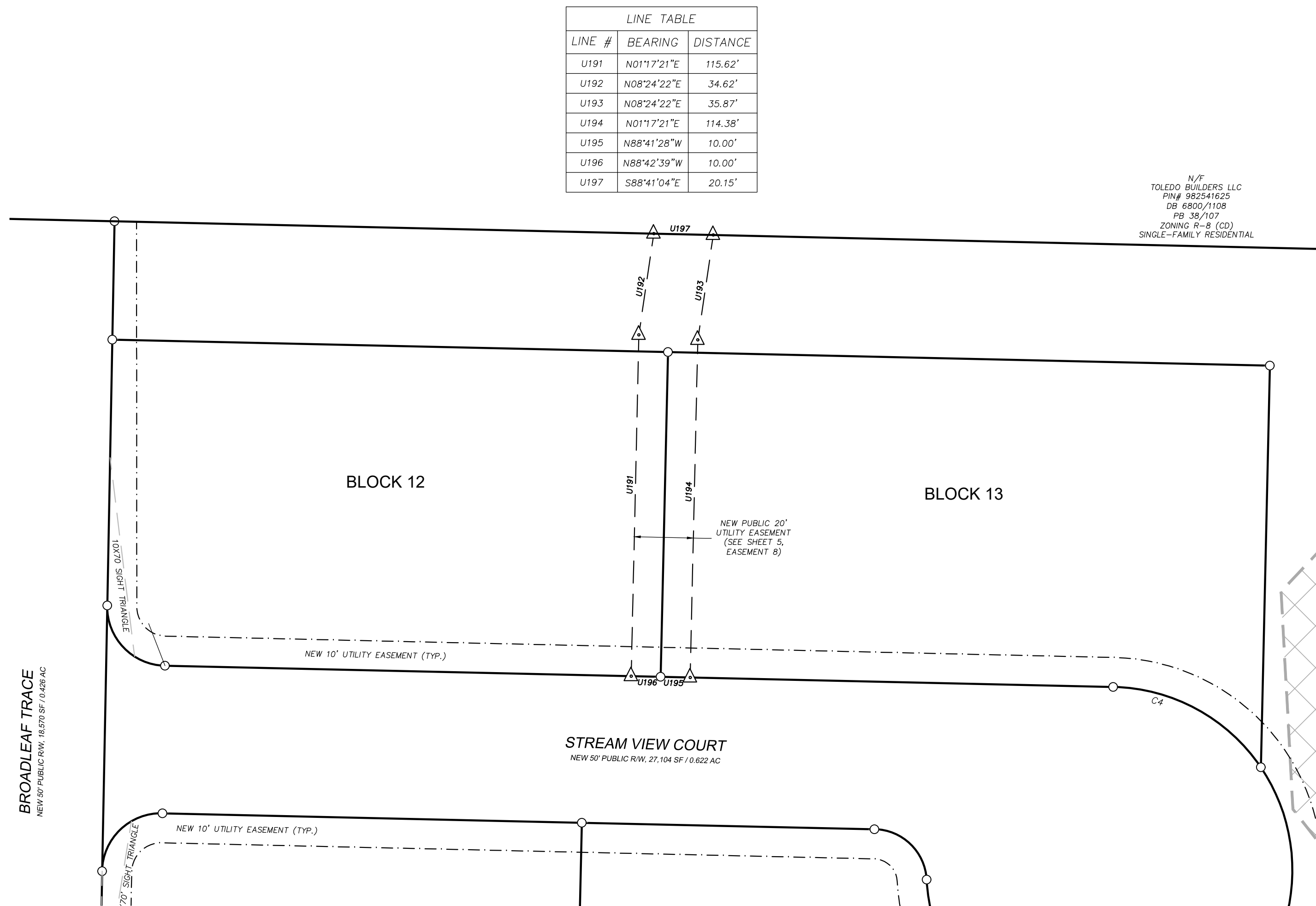
EASEMENT 5

LINE TABLE		
LINE #	BEARING	DISTANCE
SDL151	S01°05'47"W	12.41'
SDL152	N01°05'47"E	10.27'
SDL153	S01°05'47"W	20.19'
SDL154	N83°16'31"E	37.98'
SDL155	S88°04'53"E	24.23'
SDL156	N86°32'07"E	36.25'
SDL157	N52°35'34"E	7.96'
SDL158	N02°16'19"E	14.81'
SDL159	N00°18'05"W	53.81'
SDL160	N01°30'18"W	75.67'
SDL161	N78°41'53"W	100.19'
SDL162	S01°05'47"W	20.32'
SDL163	N78°41'53"W	111.77'
SDL164	N01°05'47"E	7.47'
SDL165	N62°33'44"W	9.29'
SDL166	N01°30'18"W	81.66'
SDL167	N00°18'05"W	53.67'
SDL168	N02°16'54"W	24.85'
SDL169	N52°35'34"E	18.91'
SDL170	N52°35'34"E	5.53'

LINE TABLE		
LINE #	BEARING	DISTANCE
SDL171	N86°32'07"E	43.30'
SDL172	S88°04'53"E	23.66'
SDL173	N01°05'47"E	6.95'

UTILITY EASEMENT 8

DETAIL SCALE: 1" = 30'



EASEMENT 6

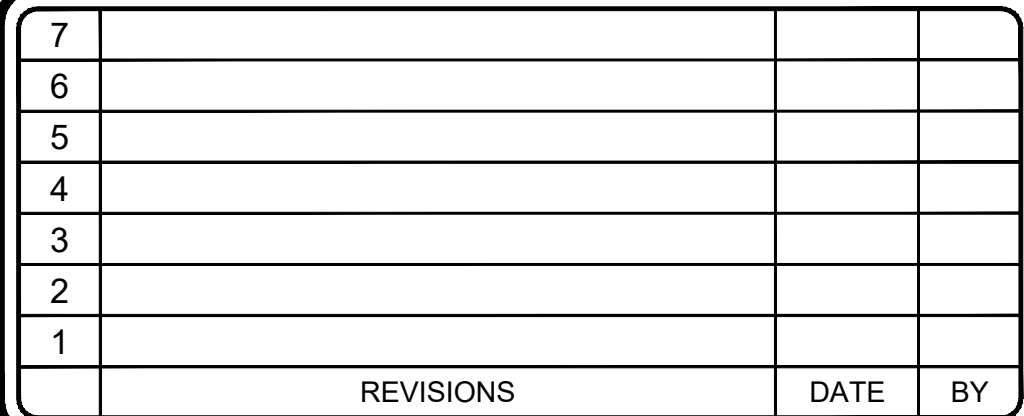
LINE TABLE		
LINE #	BEARING	DISTANCE
SDL53	S88°39'14"W	115.14'
SDL54	S22°47'34"E	102.42'
SDL55	S22°47'34"E	22.45'
SDL56	S55°45'23"E	78.71'
SDL57	N89°21'36"E	102.01'
SDL58	N73°32'30"E	56.53'
SDL59	N59°41'47"E	120.09'
SDL60	N62°41'53"E	61.26'
SDL61	N61°52'34"E	61.25'
SDL62	N51°53'13"E	75.67'
SDL63	N38°24'23"E	65.47'
SDL64	S52°32'56"E	10.00'
SDL65	S51°35'37"E	10.00'
SDL66	S38°24'23"W	68.00'
SDL67	S51°53'13"W	79.78'
SDL68	S61°52'34"W	63.14'
SDL69	S62°41'53"W	60.88'
SDL70	S59°41'47"W	121.99'
SDL71	S73°32'30"W	61.74'
SDL72	S89°21'36"W	111.07'
SDL73	N55°45'23"W	90.91'
SDL74	N22°47'34"W	129.29'
SDL75	S60°59'47"W	28.45'
SDL76	S08°20'10"E	2.41'
SDL77	S12°37'13"E	12.25'
SDL78	S13°19'42"E	4.98'
SDL79	S04°58'48"E	19.12'
SDL80	S15°03'36"E	18.14'
SDL81	S16°05'27"E	18.14'
SDL82	S18°22'44"E	12.97'
SDL83	S21°55'25"E	12.97'
SDL84	S03°58'57"W	39.60'
SDL85	S03°16'47"W	39.10'
SDL86	S05°19'06"W	26.48'
SDL87	S21°37'02"W	8.06'
SDL88	S79°22'31"W	9.52'
SDL89	S83°08'32"W	8.17'
SDL90	S86°54'22"W	24.09'
SDL91	N85°53'12"W	18.49'
SDL92	N85°02'50"W	22.43'
SDL93	N83°56'53"W	23.31'
SDL94	N04°35'40"W	4.04'

LINE TABLE		
LINE #	BEARING	DISTANCE
SDL95	N44°30'20"W	11.24'
SDL96	N30°19'33"W	5.16'
SDL97	N09°57'44"W	7.15'
SDL98	N02°15'50"W	18.46'
SDL99	N22°48'51"E	5.03'
SDL100	N06°11'40"W	32.21'
SDL101	N05°04'33"E	20.78'
SDL102	N04°11'21"E	29.82'
SDL103	N01°51'51"E	18.60'
SDL104	N04°41'10"E	9.14'
SDL105	N00°36'54"W	13.26'
SDL106	N09°34'52"W	19.25'
SDL107	N00°36'54"W	3.43'
SDL108	N06°43'29"E	25.04'
SDL109	N20°11'34"W	3.10'
SDL110	N06°08'31"E	2.51'
SDL111	N36°10'44"E	13.87'
SDL112	N48°55'32"E	11.79'
SDL113	N85°36'16"E	32.78'
SDL114	S87°24'22"E	32.28'
SDL115	S79°39'57"E	22.31'
SDL116	S09°46'17"W	7.20'
SDL117	N60°59'47"E	32.51'
SDL118	N06°24'12"E	13.58'
SDL119	N06°24'12"E	16.48'
SDL120	N18°20'22"E	47.10'
SDL121	N25°24'08"E	56.47'
SDL122	N52°42'33"E	51.30'
SDL123	N68°05'57"E	40.32'
SDL124	N68°05'57"E	12.35'
SDL125	N86°58'24"E	51.78'
SDL126	S86°08'01"E	9.58'
SDL127	S80°37'54"E	115.25'
SDL128	S15°05'26"E	21.97'
SDL129	N80°37'54"W	123.38'
SDL130	N86°08'01"W	7.42'
SDL131	S86°58'24"W	47.25'
SDL132	S68°05'57"W	46.65'
SDL133	S52°42'33"W	43.73'
SDL134	S25°24'08"W	10.77'

CURVE TABLE						
CURVE #	RADIUS	LENGTH	DELTA	TANGENT	CHORD BEARING	CHORD
C1	18.00'	27.03'	86°02'26"	16.80'	N46° 01' 54"W	24.56'
C2	62.13'	14.48'	132°1'22"	7.27'	S09° 42' 13"E	14.45'
C3	62.00'	213.95'	197°43'14"	397.73'	N64° 44' 37"E	122.52'
C4	62.00'	59.16'	54°0'26"	32.05'	N61° 27' 13"W	56.94'
C5	20.00'	31.35'	89°48'26"	19.93'	S43° 48' 26"E	28.24'
C6	20.00'	31.48'	90°11'28"	20.07'	S46° 11' 31"W	28.33'
C7	206.00'	33.91'	9°25'51"	16.99'	N05° 48' 42"E	33.87'
C8	206.00'	7.20'	2°00'07"	3.60'	N12° 03' 39"E	7.20'
C9	206.00'	31.00'	8°37'17"	15.33'	N17° 22' 22"E	30.97'
C10	156.00'	56.05'	20°35'14"	28.33'	N11° 23' 24"E	55.75'
C11	20.00'	29.52'	84°34'00"	18.19'	N63° 58' 01"E	26.91'
C12	330.00'	80.56'	13°59'14"	40.48'	N80° 44' 36"W	80.36'
C13	265.00'	241.05'	52°07'01"	129.58'	S55° 38' 53"E	232.82'
C14	20.00'	31.42'	90°00'00"	20.00'	N53° 16' 42"E	28.28'
C15	20.00'	31.42'	90°00'00"	20.00'	S36° 43' 18"E	28.28'
C16	375.00'	48.92'	7°28'29"	24.50'	S85° 27' 32"E	48.89'
C17	375.00'	85.47'	13°03'32"	42.92'	N84° 16' 27"E	85.29'
C18	375.00'	79.94'	12°12'49"	40.12'	N71° 38' 16"E	79.79'
C19	375.00'	80.06'	12°13'54"	40.18'	N59° 24' 55"E	79.90'
C20	375.00'	53.92'	8°14'17"	27.01'	N49° 10' 49"E	53.87'
C21	20.00'	31.14'	89°12'03"	19.72'	N00° 27' 39"E	28.09'
C22	20.00'	31.69'	90°47'57"	20.28'	S89° 32' 21"E	28.48'
C23	235.00'	33.79'	8°14'17"	16.92'	N49° 10' 49"E	33.76'
C24	235.00'	50.17'	12°13'54"	25.18'	N59° 24' 55"E	50.07'
C25	235.00'	50.09'	12°12'49"	25.14'	N71° 38' 16"E	50.00'
C26	235.00'	51.10'	12°27'36"	25.65'	N83° 58' 29"E	51.00'
C27	235.00'	33.12'	8°04'26"	16.59'	S85° 45' 31"E	33.09'
C28	430.00'	31.68'	4°13'14"	15.85'	S83° 49' 55"E	31.67'
C29	430.00'	51.03'	6°47'58"	25.54'	S89° 20' 31"E	51.00'
C30	430.00'	51.03'	6°47'58"	25.54'	N83° 51' 30"E	51.00'
C31	430.00'	51.03'	6°47'58"	25.54'	N77° 03' 32"E	51.00'
C32	20.00'	31.42'	90°00'00"	20.00'	S53° 16' 42"W	28.28'
C33	20.00'	31.42'	90°00'00"	20.00'	N36° 43' 18"W	28.28'
C34	125.00'	117.53'	53°52'18"	63.51'	N35° 12' 52"E	113.25'
C35	125.00'	39.71'	18°11'59"	20.02'	N71° 15' 00"E	39.54'
C36	18.00'	18.06'	57°29'11"	9.87'	S70° 54' 25"E	17.31'
C37	62.00'	28.53'	26°22'01"	14.52'	N55° 20' 50"W	28.28'
C38	60.66'	46.66'	44°04'21"	24.55'	S89° 58' 32"W	45.52'
C39	62.39'	33.19'	30°28'44"	17.00'	S53° 01' 33"W	32.80'
C40	62.00'	21.93'	20°16'10"	11.08'	S27° 36' 28"W	21.82'
C41	61.26'	30.42'	28°26'45"	15.53'	S03° 25' 21"W	30.10'
C42	62.00'	30.19'	27°53'49"	15.40'	S24° 34' 35"E	29.89'
C43	62.14'	34.42'	31°44'07"	17.66'	S54° 24' 34"E	33.98'
C44	60.46'	34.99'	33°09'35"	18.00'	S86° 30' 03"E	34.50'
C45	62.00'	58.97'	54°29'51"	31.93'	N50° 06' 44"E	56.77'
C46	18.00'	16.08'	51°11'37"	8.62'	S54° 45' 11"W	15.55'
C47	430.00'	51.03'	6°47'58"	25.54'	N70° 15' 34"E	51.00'
C48	175.00'	51.18'	16°45'26"	25.78'	N52° 53' 45"E	51.00'
C49	430.00'	51.03'	6°47'58"	25.54'	N63° 27' 35"E	51.00'
C50	139.05'	59.67'	24°35'17"	30.30'	N18° 01' 09"E	59.22'

CURVE'S FOR SHEET'S 1, 2, 3 & 4

CURVE TABLE						
CURVE #	RADIUS	LENGTH	DELTA	TANGENT	CHORD BEARING	CHORD
C51	430.00'	51.03'	6°47'58"	25.54'	N56° 39' 37"E	51.00'
C52	430.00'	51.03'	6°47'58"	25.54'	N49° 51' 39"E	51.00'
C53	430.00'	22.50'	2°59'52"	11.25'	S65° 21' 39"W	22.49'
C54	430.00'	10.00'	1°19'57"	5.00'	S67° 31' 33"W	10.00'
C55	430.00'	10.50'	1°23'59"	5.25'	N45° 45' 40"E	10.50'
C56	375.00'	10.00'	1°31'41"	5.00'	S66° 17' 42"W	10.00'
C57	175.00'	6.30'	2°03'42"	3.15'	N79° 19' 09"E	6.30'
C58	175.00'	49.29'	16°08'12"	24.81'	N70° 13' 09"E	49.13'



PROJECT NO.
19-0139
DRAWING NAME
19-0139_PH1B
SHEET 6 OF 6



AGENDA ITEM #4D

SUB 24-04

Final Subdivision Plat

North First Street Townes, Ph.1

REAPPROVAL

Meeting Date

December 2, 2024

Presenter

Ashley Ownbey, Development Director

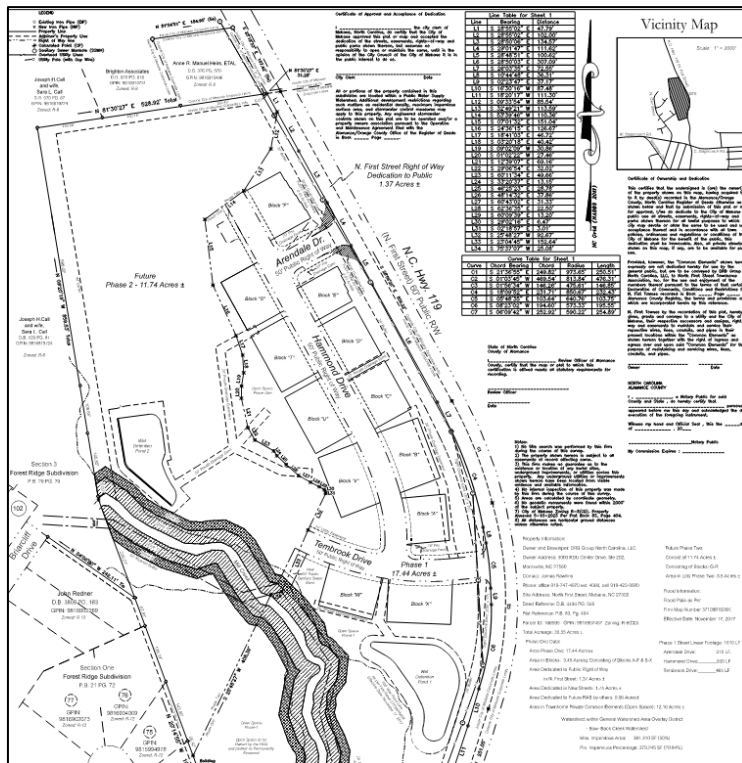
Applicant

DRB Group North Carolina, LLC
3000 RDU Center Drive, Suite 202
Morrisville, NC 27560

Public Hearing

Yes ☐ No ☒

Final Plat



Property

North First Street Townes
Alamance County GPIN
9816907457

Proposed Zoning

N/A

Current Zoning

R-8 (CD)

Size

+/-17.44 acres

Surrounding Zoning

R-8, R-12, R-20

Surrounding Land Uses

Residential, Vacant,

Utilities

Extended at developer's expense.

Floodplain

Yes

Watershed

Yes

City Limits

Yes

Summary

DRB Group North Carolina, LLC is requesting approval of the Final Plat for Phase 1 of the North First Street Townes townhome development (approved for rezoning by the City Council on 07/11/2022). The final plat will include a total area of +/- 17.44 acres featuring 12 townhome blocks in +/- 3.45 acres, +/- 12.22 acres of open space, +/- 1.43 acres of dedicated right of way, and +/- 1,610 linear feet in new streets.

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 April 8, 2024, July 1, 2024, and September 9, 2024, meetings.

Financial Impact

The developer has extended utilities at his own expense.

Recommendation

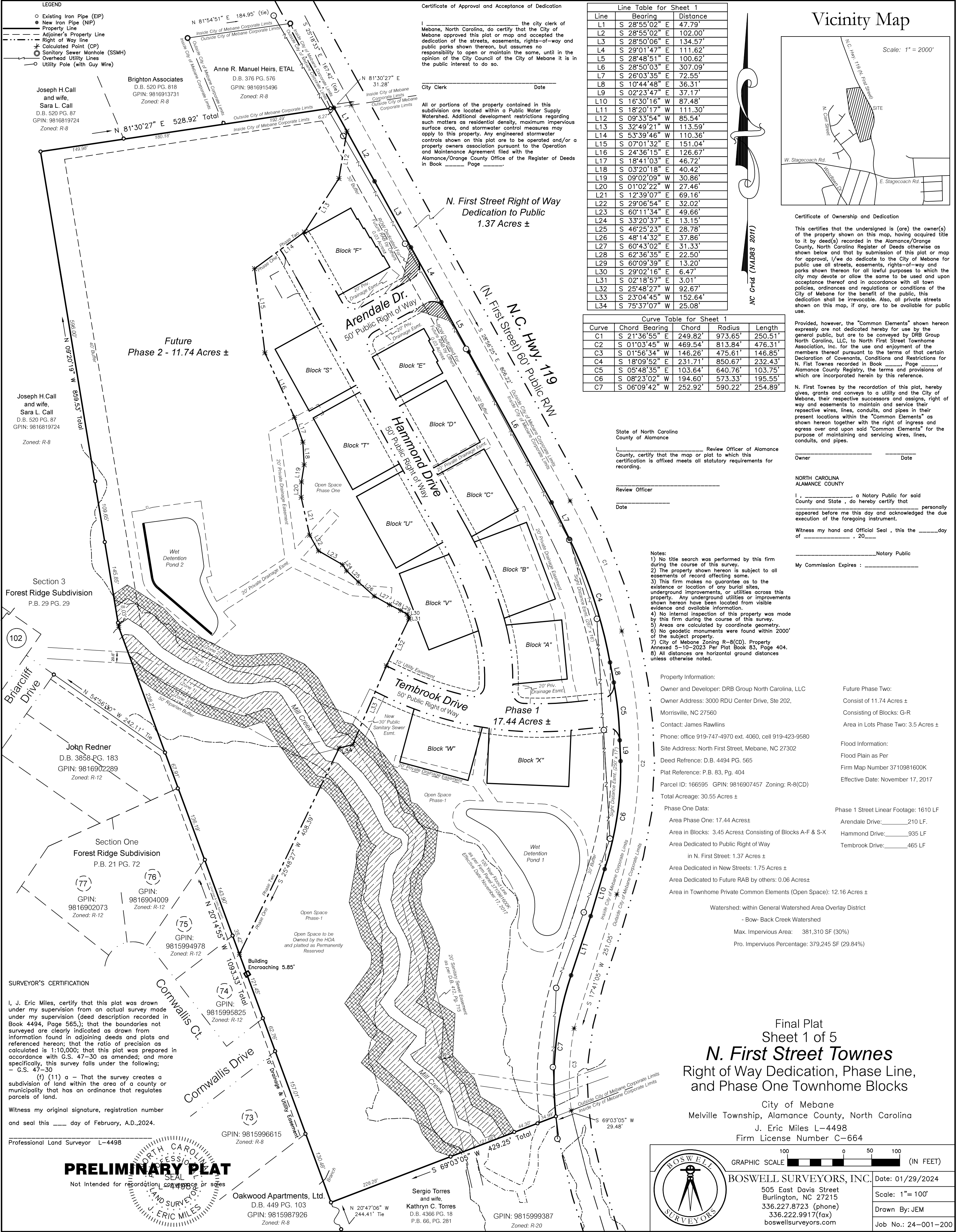
Staff recommends approval of the final plat.

Suggested Motion

Motion to approve the final plat as presented.

Attachments

1. Final Plat



Certificate of Approval and Acceptance of Dedication

I, _____ the city clerk of Mebane, North Carolina, do certify that the City of Mebane approved this plat or map and accepted the dedication of the streets, easements, rights-of-way and public parks shown thereon, but assumes no responsibility to open or maintain the same, until in the opinion of the City Council of the City of Mebane it is in the public interest to do so.

City Clerk _____ Date _____

All or portions of the property contained in this subdivision are located within a Public Water Supply Watershed. Additional development restrictions regarding such matters as residential density, maximum impervious surface area, and stormwater control measures may apply to this property. Any engineered stormwater controls shown on this plat are to be operated and/or a property owners association pursuant to the Operation and Maintenance Agreement filed with the Alamance/Orange County Office of the Register of Deeds in Book _____ Page _____

Line Table for Sheet 1		
Line	Bearing	Distance
L1	S 28°55'02" E	47.79'
L2	S 28°55'02" E	102.00'
L3	S 28°50'06" E	134.57'
L4	S 29°01'47" E	111.62'
L5	S 28°48'51" E	100.62'
L6	S 28°50'03" E	307.09'
L7	S 26°03'35" E	72.55'
L8	S 10°44'48" E	36.31'
L9	S 02°23'47" E	37.17'
L10	S 16°30'16" W	87.48'
L11	S 18°20'17" W	111.30'
L12	S 09°33'54" W	85.54'
L13	S 32°49'21" W	113.59'
L14	S 53°39'46" W	110.36'
L15	S 07°01'32" E	151.04'
L16	S 24°36'15" E	126.67'
L17	S 18°41'03" E	46.72'
L18	S 03°20'18" E	40.42'
L19	S 09°02'09" W	30.86'
L20	S 01°02'22" W	27.46'
L21	S 12°39'07" E	69.16'
L22	S 29°06'54" E	32.02'
L23	S 60°11'34" E	49.66'
L24	S 33°20'37" E	13.15'
L25	S 46°25'23" E	28.78'
L26	S 48°14'32" E	37.86'
L27	S 60°43'02" E	31.33'
L28	S 62°36'35" E	22.50'
L29	S 60°09'39" E	13.20'
L30	S 29°02'16" E	6.47'
L31	S 02°18'57" E	3.01'
L32	S 25°48'27" W	92.67'
L33	S 23°04'45" W	152.64'
L34	S 75°37'07" W	25.08'

Curve Table for Sheet 1				
Curve	Chord Bearing	Chord	Radius	Length
C1	S 21°36'55" E	249.82'	973.65'	250.51'
C2	S 01°03'45" W	469.54'	813.84'	476.31'
C3	S 01°56'34" W	146.26'	475.61'	146.85'
C4	S 18°09'52" E	231.71'	850.67'	232.43'
C5	S 05°48'35" E	103.64'	640.76'	103.75'
C6	S 08°23'02" W	194.60'	573.33'	195.55'
C7	S 06°09'42" W	252.92'	590.22'	254.89'

State of North Carolina
County of Alamance

I, _____ Review Officer of Alamance County, certify that the map or plat to which this certification is affixed meets all statutory requirements for recording.

Review Officer _____

Date _____

- Notes:
- 1) No title search was performed by this firm during the course of this survey.
 - 2) The property shown hereon is subject to all easements of record affecting same.
 - 3) This firm makes no guarantee as to the existence or location of any burial sites, underground improvements, or utilities across this property. Any underground utilities or improvements shown hereon have been located from visible evidence and available information.
 - 4) No internal inspection of this property was made by this firm during the course of this survey.
 - 5) Areas are calculated by coordinate geometry.
 - 6) No geodetic monuments were found within 2000' of the subject property.
 - 7) City of Mebane Zoning R-8(CD). Property Annexed 5-10-2023 Per Plat Book 83, Page 404.
 - 8) All distances are horizontal ground distances unless otherwise noted.

Property Information:

- Owner and Developer: DRB Group North Carolina, LLC
- Owner Address: 3000 RDU Center Drive, Ste 202, Morrisville, NC 27560
- Contact: James Rawlins
- Phone: office 919-747-4970 ext. 4060, cell 919-423-9580
- Site Address: North First Street, Mebane, NC 27302
- Deed Reference: D.B. 4494 PG. 565
- Plat Reference: P.B. 83, Pg. 404
- Parcel ID: 166595 GPIN: 9816907457 Zoning: R-8(CD)
- Total Acreage: 30.55 Acres ±
- Phase One Data:
 - Area Phase One: 17.44 Acres ±
 - Area in Blocks: 3.45 Acres ± Consisting of Blocks A-F & S-X
 - Area Dedicated to Public Right of Way
 - in N. First Street: 1.37 Acres ±
 - Area Dedicated in New Streets: 1.75 Acres ±
 - Area Dedicated to Future RAB by others: 0.06 Acres ±
 - Area in Townhome Private Common Elements (Open Space): 12.16 Acres ±

Watershed: within General Watershed Area Overlay District

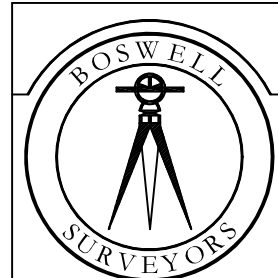
- Bow-Back Creek Watershed

Max. Impervious Area: 381,310 SF (30%)

Pro. Impervious Percentage: 379,245 SF (29.84%)

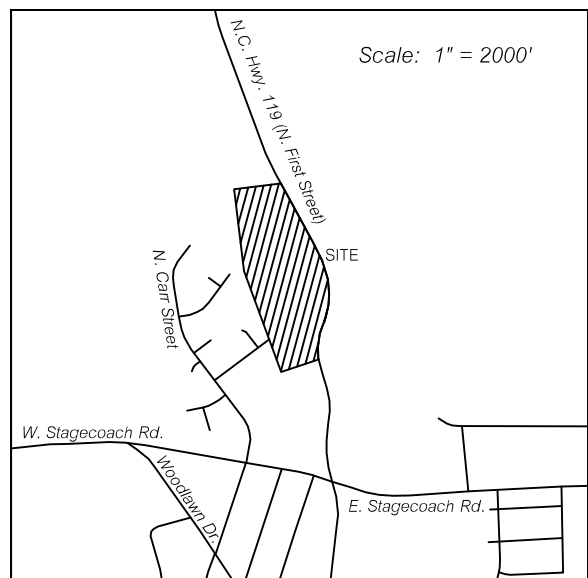
Final Plat
Sheet 1 of 5
N. First Street Townes
Right of Way Dedication, Phase Line,
and Phase One Townhome Blocks

City of Mebane
Melville Township, Alamance County, North Carolina
J. Eric Miles L-4498
Firm License Number C-664



GRAPHIC SCALE	100 0 50 100 (IN FEET)
BOSWELL SURVEYORS, INC.	
505 East Davis Street Burlington, NC 27215 336.227.8723 (phone) 336.222.9917(fax) boswellsurveyors.com	Date: 01/29/2024
	Scale: 1" = 100'
	Drawn By: JEM
	Job No.: 24-001-200

Vicinity Map



Certificate of Ownership and Dedication

This certifies that the undersigned is (are) the owner(s) of the property shown on this map, having acquired title to it by deed(s) recorded in the Alamance/Orange County, North Carolina Register of Deeds otherwise as shown below and that by submission of this plat or map for approval, I/we do dedicate to the City of Mebane for public use all streets, easements, rights-of-way and parks shown thereon for all lawful purposes to which the city may devote or allow the same to be used and upon acceptance thereof and in accordance with all town policies, ordinances and regulations or conditions of the City of Mebane for the benefit of the public, this dedication shall be irrevocable. Also, all private streets shown on this map, if any, are to be available for public use.

Provided, however, the "Common Elements" shown hereon expressly are not dedicated hereby for use by the general public, but are to be conveyed by DRB Group North Carolina, LLC, to North First Street Townhome Association, Inc. for the use and enjoyment of the members thereof pursuant to the terms of that certain Declaration of Covenants, Conditions and Restrictions for N. First Townes recorded in Book _____, Page _____, Alamance County Registry, the terms and provisions of which are incorporated herein by this reference.

N. First Townes by the recordation of this plat, hereby gives, grants and conveys to a utility and the City of Mebane, their respective successors and assigns, right of way and easements to maintain and service their respective wires, lines, conduits, and pipes in their present locations within the "Common Elements" as shown hereon together with the right of ingress and egress over and upon said "Common Elements" for the purpose of maintaining and servicing wires, lines, conduits, and pipes.

Owner _____ Date _____

NORTH CAROLINA
ALAMANCE COUNTY

I, _____, a Notary Public for said County and State, do hereby certify that _____ personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and Official Seal, this the _____ day of _____, 20____

_____, Notary Public

My Commission Expires : _____

SURVEYOR'S CERTIFICATION

I, J. Eric Miles, certify that this plat was drawn under my supervision from an actual survey made under my supervision (deed description recorded in Book 4494, Page 565.); that the boundaries not surveyed are clearly indicated as drawn from information found in adjoining deeds and plats and referenced hereon; that the ratio of precision as calculated is 1:10,000; that this plat was prepared in accordance with G.S. 47-30 as amended; and more specifically, this survey falls under the following:

— G.S. 47-30

(f) (11) a — That the survey creates a subdivision of land within the area of a county or municipality that has an ordinance that regulates parcels of land.

Witness my original signature, registration number and seal this _____ day of February, A.D., 2024.

Professional Land Surveyor L-4498

PRELIMINARY PLAT

Not Intended for recordation, conveyance or sales

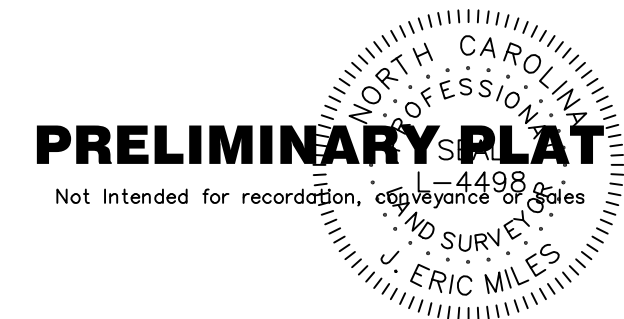


Oakwood Apartments, Ltd.
D.B. 449 PG. 103
GPIN: 9815987926
Zoned: R-8

Sergio Torres and wife,
Kathryn C. Torres
D.B. 4366 PG. 181
P.B. 66, PG. 281
GPIN: 9815999387
Zoned: R-20

Brighton Associates
D.B. 520 PG. 818
PIN: 9816913731
Zoning: R-8
Land Use: Apart: 40+Units

Anne R. Manuel Heirs, ETAL
D.B. 376 PG. 576
PIN: 9816915496
Zoning: R-8
Land Use: Vacant Land



Future
Phase 2 - 11.74 Acres ±

MATCHLINE "A"

- LEGEND
- Existing Iron Pipe (EIP)
 - New Iron Pipe (NIP)
 - Property Line
 - - - Adjoiner's Property Line
 - . - . Right of Way line
 - * Calculated Point (CP)
 - ⊙ Sanitary Sewer Manhole (SSMH)
 - Overhead Utility Lines
 - Utility Pole (with Guy Wire)

Block "F"
0.29 Acres ±

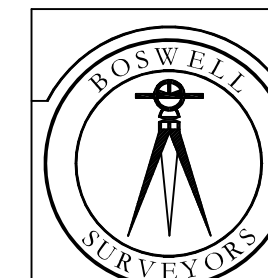
Block "S"
0.28 Acres ±

Block "E"
0.20 Acres ±

Block "D"
0.28 Acres ±

Final Plat
Sheet 2 of 5
N. First Street Townes
Right of Way Dedication, Phase Line,
and Phase One Townhome Blocks

City of Mebane
Melville Township, Alamance County, North Carolina
J. Eric Miles L-4498
Firm License Number C - 664



GRAPHIC SCALE 40 0 20 40 (IN FEET)

BOSWELL SURVEYORS, INC.

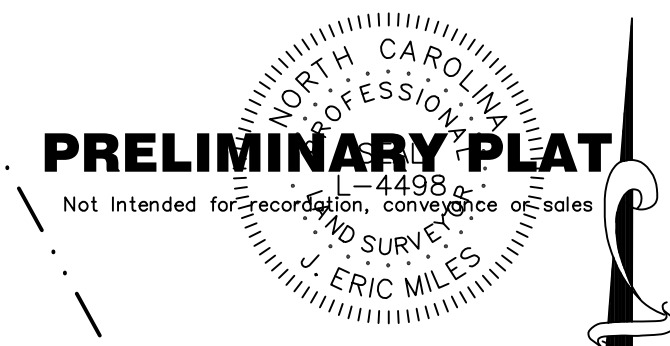
505 East Davis Street
Burlington, NC 27215
336.227.8723 (phone)
336.222.9917(fax)
boswellsurveyors.com

Date: 1/29/2024

Scale: 1" = 40'

Drawn By: JEM

Job No.: 24-001-200



N.C. Hwy. 119
(N. First Street) 60' Public RW
City of Mebane Corporate Limits
Outside City Limits
Inside City Limits

MATCHLINE "A"

- LEGEND**
- Existing Iron Pipe (EIP)
 - New Iron Pipe (NIP)
 - Property Line
 - Adjoiner's Property Line
 - Right of Way line
 - Calculated Point (CP)
 - Sanitary Sewer Manhole (SSMH)
 - Overhead Utility Lines
 - Utility Pole (with Guy Wire)

**Future
Phase 2 - 11.74 Acres ±**

MATCHLINE "B"

Block "S"
0.28 Acres ±

Block "E"
0.20 Acres ±

Block "D"
0.28 Acres ±

Block "C"
0.28 Acres ±

Block "B"
0.32 Acres ±

Block "T"
0.32 Acres ±

Block "U"
0.32 Acres ±

Sheet 3
Sheet 4

Sheet 3
Sheet 4

Final Plat
Sheet 3 of 5
N. First Street Townes
Right of Way Dedication, Phase Line,
and Phase One Townhome Blocks

City of Mebane
Melville Township, Alamance County, North Carolina
J. Eric Miles L-4498
Firm License Number C - 664

	GRAPHIC SCALE	40 0 20 40 (IN FEET)
	BOSWELL SURVEYORS, INC.	
	505 East Davis Street Burlington, NC 27215 336.227.8723 (phone) 336.222.9917 (fax) boswellsurveyors.com	
	Date: 01/29/2024	
	Scale: 1" = 40'	
Drawn By: JEM		
Job No.: 24-001-200		

Temporary Turn
around
for Phase One

Wet Detention Pond 2
15' Drainage Maintenance Utility Over
and Around Wet Detention Pond
Maintenance and Access via open space
maintained and owned by HOA.

20' Private
Drainage Easement

HOA-Maintained

Open Space
Phase One
12.22 Acres± Total

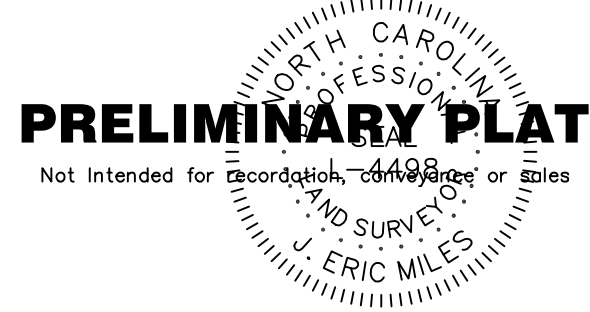
Open Space
Phase One

Open Space
Phase One
includes CBU
shelter
and playground

Future R/W by Others
0.03 Acres

30' Buffer

40' Buffer

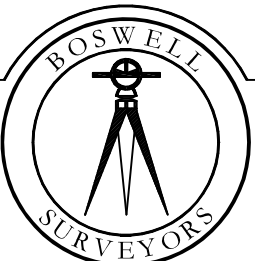


- LEGEND
- Existing Iron Pipe (EIP)
 - New Iron Pipe (NIP)
 - Property Line
 - Adjoiner's Property Line
 - Right of Way line
 - Calculated Point (CP)
 - Sanitary Sewer Manhole (SSMH)
 - Overhead Utility Lines
 - Utility Pole (with Guy Wire)

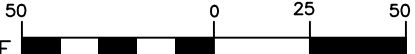
N.C. Hwy. 119
(N. First Street) 60' Public RW

Final Plat
Sheet 4 of 5
N. First Street Townes
Right of Way Dedication, Phase Line,
and Phase One Townhome Blocks

City of Mebane
Melville Township, Alamance County, North Carolina
J. Eric Miles L-4498
Firm License Number C - 664



GRAPHIC SCALE



(IN FEET)

BOSWELL SURVEYORS, INC.

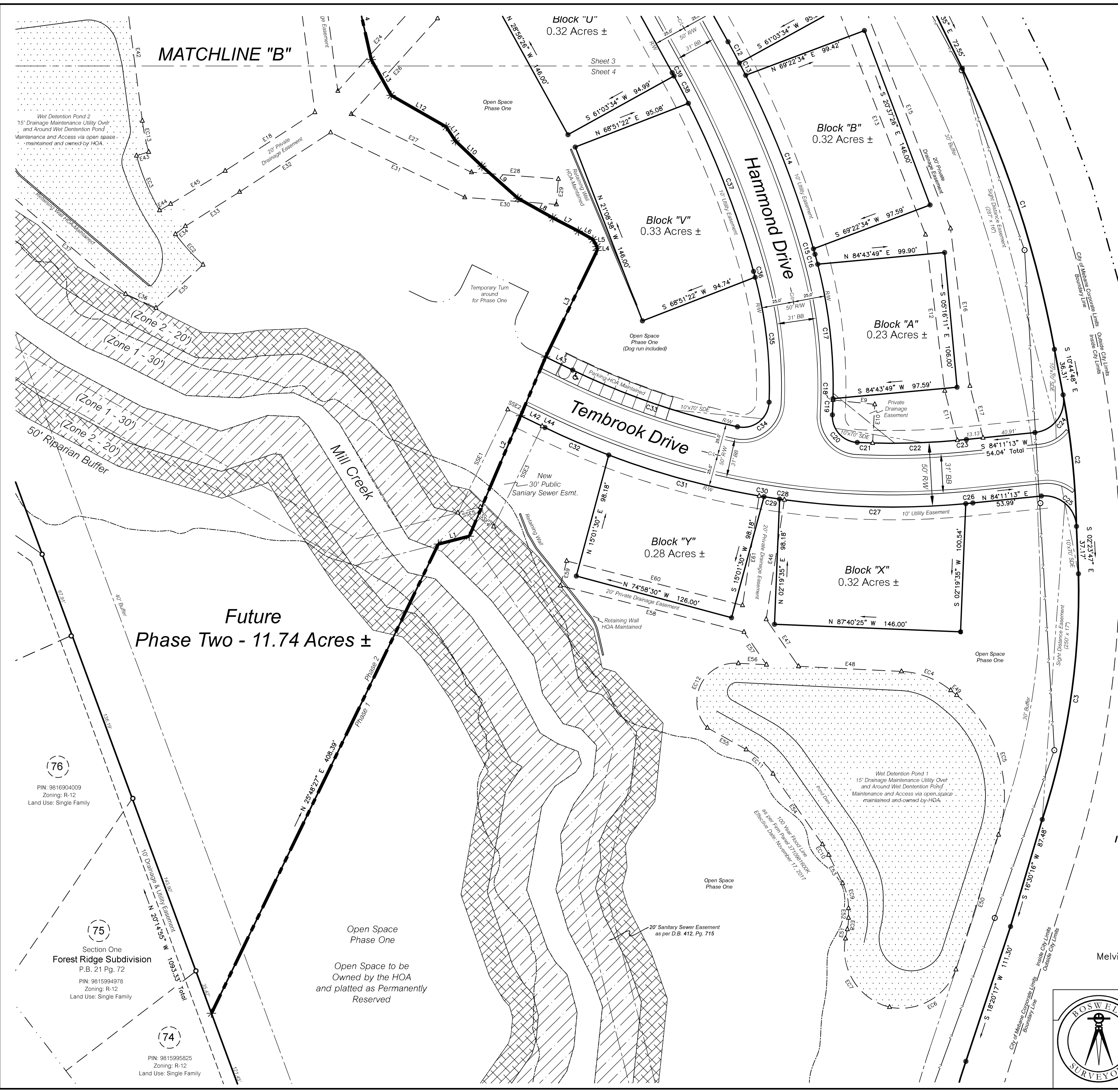
505 East Davis Street
Burlington, NC 27215
336.227.8723 (phone)
336.222.9917(fax)
boswellsurveyors.com

Date: 01/29/2024

Scale: 1"= 50 '

Drawn By: JEM

Job No.: 24-001-200



Future
Phase Two - 11.74 Acres ±

PIN: 9816904009
Zoning: R-12
Land Use: Single Family

Section One
Forest Ridge Subdivision
P.B. 21 Pg. 72
PIN: 9815994978
Zoning: R-12
Land Use: Single Family

PIN: 9815995825
Zoning: R-12
Land Use: Single Family

Open Space
Phase One

Open Space to be
Owned by the HOA
and platted as Permanently
Reserved

Block "U"
0.32 Acres ±

Block "V"
0.33 Acres ±

Block "B"
0.32 Acres ±

Block "A"
0.23 Acres ±

Block "Y"
0.28 Acres ±

Block "X"
0.32 Acres ±

Line Tables are for Sheet 2, 3, and 4

Curve Table				
Curve	Chord Bearing	Chord	Radius	Length
C1	S 18°09'52" E	231.71'	850.67'	232.43'
C2	S 05°48'35" E	103.64'	640.76'	103.75'
C3	S 08°23'02" W	194.60'	573.33'	195.55'
C4	S 06°09'42" W	252.92'	590.22'	254.89'
C5	S 16°01'00" W	35.38'	25.00'	39.31'
C6	S 66°25'51" W	4.68'	25.00'	4.68'
C7	N 68°34'16" W	31.89'	25.00'	34.58'
C8	N 32°17'26" W	20.45'	175.00'	20.46'
C9	N 35°59'19" W	2.13'	175.00'	2.13'
C10	S 73°52'32" E	35.39'	25.00'	39.32'
C11	N 16°03'41" E	35.36'	25.00'	39.27'
C12	N 28°14'42" W	18.82'	775.00'	18.82'
C13	N 27°08'54" W	10.85'	775.00'	10.85'
C14	N 21°20'31" W	146.01'	775.00'	146.23'
C15	N 15°46'25" W	4.41'	775.00'	4.41'
C16	N 15°00'33" W	8.10'	386.14'	8.10'
C17	N 06°31'02" W	106.03'	386.14'	106.36'
C18	N 01°27'10" E	1.07'	386.14'	1.07'
C19	N 02°23'36" E	11.61'	386.14'	11.61'
C20	N 42°00'45" W	29.13'	20.50'	32.39'
C21	N 87°52'49" W	12.05'	575.00'	12.05'
C22	S 88°12'22" W	66.46'	575.00'	66.50'
C23	S 84°32'25" W	7.09'	575.00'	7.09'
C24	S 36°43'12" W	36.84'	25.00'	41.42'
C25	S 49°06'17" E	36.39'	25.00'	40.76'
C26	N 84°26'27" E	5.54'	625.00'	5.54'
C27	S 88°46'23" E	142.20'	625.00'	142.51'
C28	S 82°03'53" E	3.85'	625.00'	3.85'
C29	S 81°19'28" E	12.31'	625.00'	12.31'
C30	S 80°35'02" E	3.85'	625.00'	3.85'
C31	S 74°47'55" E	122.17'	625.00'	122.37'
C32	S 66°41'28" E	54.50'	625.00'	54.51'
C33	N 71°00'48" W	136.58'	575.00'	136.90'
C34	S 52°06'19" W	31.44'	20.50'	35.82'
C35	S 06°22'48" E	98.49'	336.12'	98.84'
C36	S 15°12'27" E	4.73'	336.12'	4.73'
C37	S 21°12'10" E	141.30'	725.00'	141.52'
C38	S 27°44'57" E	24.15'	725.00'	24.15'
C39	S 28°49'19" E	3.00'	725.00'	3.00'
C40	S 32°38'20" E	16.13'	125.00'	16.14'
C41	N 34°40'19" E	44.45'	50.00'	46.06'
C42	N 14°42'51" E	16.58'	74.00'	16.62'
C43	N 03°08'41" W	41.14'	50.00'	42.40'
C44	N 53°55'09" W	42.43'	50.00'	43.82'
C45	N 72°35'21" W	16.59'	74.00'	16.62'
C46	S 87°27'17" W	44.45'	50.00'	46.06'

Line Table		
Line	Bearing	Distance
L1	N 75°37'07" E	25.08'
L2	N 23°04'45" E	152.64'
L3	N 25°48'27" E	92.67'
L4	N 02°18'57" W	3.01'
L5	N 29°02'16" W	6.47'
L6	N 60°09'39" W	13.20'
L7	N 62°36'35" W	22.50'
L8	N 60°43'02" W	31.33'
L9	N 48°14'32" W	37.86'
L10	N 46°25'23" W	28.78'
L11	N 33°20'37" W	13.15'
L12	N 60°11'34" W	49.66'
L13	N 29°06'54" W	32.02'
L14	N 12°39'07" W	69.16'
L15	N 01°02'22" E	27.46'
L16	N 09°02'09" E	30.86'
L17	N 03°20'18" W	40.42'
L18	N 18°41'03" W	46.72'
L19	N 24°36'15" W	126.67'
L20	N 07°01'32" W	151.04'
L21	N 53°39'46" E	110.36'
L22	N 32°49'21" E	113.59'
L23	N 09°33'54" E	85.54'
L24	S 28°56'26" E	23.00'
L25	N 61°03'34" E	2.00'
L26	S 28°56'26" E	20.00'
L27	N 61°03'34" E	2.00'
L28	S 28°56'26" E	20.00'
L29	N 61°03'34" E	2.00'
L30	S 28°56'26" E	20.00'
L31	N 61°03'34" E	2.00'
L32	S 28°56'26" E	20.00'
L33	N 61°03'34" E	2.00'
L34	S 28°56'26" E	23.00'
L35	S 28°56'26" E	23.00'
L36	S 61°03'34" W	3.00'
L37	S 28°56'26" E	20.00'
L38	S 61°03'34" W	3.00'
L39	S 28°56'26" E	20.00'
L40	S 61°03'34" W	3.00'
L41	S 28°56'26" E	23.00'
L42	S 64°11'33" E	18.81'
L43	N 64°11'33" W	23.55'
L44	S 64°11'33" E	2.36'

Easement Line Table		
Line	Bearing	Distance
E1	N 38°46'32" E	91.52'
E2	S 51°13'28" E	20.00'
E3	S 38°46'32" W	43.88'
E4	S 46°41'36" E	34.89'
E5	S 61°49'19" W	45.75'
E6	N 61°04'42" E	108.25'
E7	S 28°55'18" E	20.00'
E8	S 61°04'42" W	108.25'
E9	S 84°02'17" E	32.92'
E10	S 03°12'29" W	30.31'
E11	N 14°15'38" W	40.09'
E12	N 07°00'38" W	123.20'
E13	N 21°10'50" W	194.61'
E14	N 68°49'10" E	20.00'
E15	S 21°10'50" E	197.10'
E16	S 07°00'38" E	124.41'
E17	S 14°15'38" E	41.83'
E18	N 56°50'50" E	83.99'
E19	N 07°26'54" W	227.45'
E20	N 61°03'34" E	101.91'
E21	S 28°56'26" E	20.00'
E22	S 61°03'34" W	88.29'
E23	S 07°26'54" E	199.59'
E24	N 42°02'49" E	94.54'
E25	S 47°57'11" E	20.00'
E26	S 42°02'49" W	101.01'
E27	S 64°11'33" E	104.68'
E28	S 85°36'19" E	68.24'
E29	S 04°23'41" W	20.00'
E30	N 85°36'19" W	72.02'
E31	N 64°11'33" W	116.79'
E32	S 56°50'50" W	85.21'
E33	S 57°43'16" W	50.24'
E34	S 51°06'23" W	10.01'
E35	S 47°32'46" W	50.03'
E36	N 65°29'00" W	26.15'
E37	N 49°17'40" W	118.03'
E38	N 09°12'28" W	121.75'
E39	N 82°33'06" E	18.33'
E40	N 74°00'42" E	20.22'
E41	N 82°33'14" E	86.75'
E42	S 07°26'54" E	109.74'
E43	S 72°54'08" W	10.00'
E44	N 59°50'53" E	10.00'
E45	N 58°45'19" E	50.01'
E46	S 08°40'32" W	94.73'
E47	S 34°32'51" E	44.74'
E48	S 87°08'52" E	80.77'
E49	S 50°56'37" E	6.02'
E50	S 17°33'29" W	110.73'
E51	N 11°41'57" E	7.43'
E52	N 00°00'00" W	7.44'
E53	N 26°19'12" W	24.67'
E54	N 34°59'04" W	67.51'
E55	N 60°49'21" W	34.84'
E56	S 87°08'52" E	22.07'
E57	N 34°32'51" W	31.10'
E58	N 75°50'57" W	148.38'
E59	N 14°09'03" E	20.00'
E60	S 75°50'57" E	142.14'
E61	N 08°40'32" E	86.72'

EasementCurve Table				
Curve	Chord Bearing	Chord	Radius	Length
EC1	S 29°15'04" E	32.35'	47.20'	33.02'
EC2	N 42°06'10" W	32.26'	185.00'	32.30'
EC3	N 22°55'40" W	46.53'	185.00'	46.65'
EC4	S 69°02'45" E	41.32'	66.50'	42.02'
EC5	S 16°41'34" E	114.22'	101.84'	121.26'
EC6	S 60°25'26" W	59.86'	45.99'	65.18'
EC7	N 32°44'08" W	63.90'	46.64'	70.39'
EC8	N 05°50'59" E	9.07'	44.50'	9.09'
EC9	N 13°09'36" W	20.26'	44.50'	20.44'
EC10	N 30°39'08" W	9.59'	63.50'	9.60'
EC11	N 47°54'12" W	28.39'	63.50'	28.64'
EC12	N 25°40'12" E	56.08'	30.01'	72.43'
EC13	S 11°32'11" E	24.95'	175.00'	24.97'

Line Table		
Line	Bearing	Distance
SSE1	N 25°48'27" E	89.87'
SSE2	S 64°11'33" E	11.19'
SSE3	S 25°48'27" W	87.42'
SSE4	N 34°06'38" W	224.16'
SSE5	N 34°06'38" W	18.58'
SSE5	S 75°37'07" W	18.23'

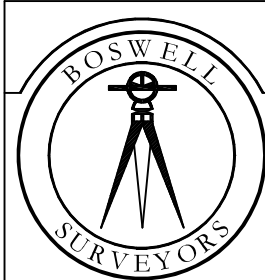


PRELIMINARY PLAT

Not Intended for Recordation, conveyance or sales

Final Plat
Sheet 5 of 5
N.First Street Townes
Right of Way Dedication, Phase Line,
and Phase One Townhome Blocks

City of Mebane
Melville Township, Alamance County, North Carolina
J. Eric Miles L-4498
Firm License Number C - 664



GRAPHIC SCALE 40 0 20 40 (IN FEET)

BOSWELL SURVEYORS, INC.

505 East Davis Street
Burlington, NC 27215
336.227.8723 (phone)
336.222.9917(fax)
boswellsurveyors.com

Date: 01/29/2024

Scale: 1"= 40 '

Drawn By: JEM

Job No.: 24-001-200



AGENDA ITEM #4E

Budget Ordinance Amendment-the American Rescue Plan (ARP) Asset Inventory Assessment (AIA) Grant

Meeting Date

December 2, 2024

Presenter

Daphna Schwartz, Finance Director

Public Hearing

Yes ☐ No ☒

Summary

This Budget Ordinance Amendment is for the American Rescue Plan (ARP) Asset Inventory Assessment (AIA) Grant.

Background

The City of Mebane applied for an AIA grant to assist with assessing the condition of the sewer system and the City Council approved a resolution to accept the funds in May of 2024.

Financial Impact

The City will receive \$100,000 in grant funds to complete this project and will not require local funds as a match.

Recommendation

Staff recommends approving the Budget Ordinance Amendment in the amount of \$100,000 for the Utility Fund.

Attachments

1. FY25 Budget Ordinance Amendment

BE IT ORDAINED by the Council of the City of Mebane that the Budget Ordinance for the Fiscal Year beginning July 1 2024 as duly adopted on June 3, 2024, is hereby amended as follows:

ARTICLE I

APPROPRIATIONS	Current Budget	Change	Revised Budget
Utility Fund - Utilities Maintenance	\$ 6,341,536	\$ 100,000	\$ 6,441,536

ARTICLE II

REVENUES	Current Budget	Change	Revised Budget
Utility Fund - All Other Revenues	\$ 654,404	\$ 100,000	\$ 754,404

This the 2nd day of December 2024.



AGENDA ITEM #4F

Revised ABSS Facility Joint Use Agreement for 2025-2030

Meeting Date

December 2, 2024

Presenter

Aaron Davis, Recreation & Parks

Public Hearing

Yes ☐ No ☒

Summary

The Alamance Burlington School System wishes to continue its partnership with the City of Mebane for a joint use agreement that allows the use of athletic facilities and spaces between the City of Mebane, and; Hawfields Middle School, Woodlawn Middle School, Southeast Alamance High School, and Eastern Alamance High School.

Background

Historically ABSS and the City of Mebane have agreed to share facilities for Athletic Facility use. In 2020, a formal agreement was made to establish language about the parameters of the agreement and protocols for the use of the facilities. Each year since 2020, a new agreement has been signed and agreed upon by both parties. This year, ABSS has agreed to a 5 year agreement, rather than just 1 year.

Financial Impact

There is no financial impact to this agreement.

Recommendation

Staff recommends approval of the Revised Alamance Burlington School System and City of Mebane Joint Use Agreement for 2025-2030

Suggested Motion

I move to approve the Revised Alamance Burlington School System and City of Mebane Joint Use Agreement for 2025-2030 as presented.

Attachments

1. ABSS and the City of Mebane revised Agreement for 2025-2030
2. Previous ABSS and City of Mebane Joint Use Agreement from 2023

Facility Joint Use Agreement Between City of Mebane and Alamance Burlington Board of Education

This Agreement is made as of the 1st day of January 2025 by and between the City of Mebane ("City") and the Alamance Burlington Board of Education ("ABSS"), on behalf of Eastern Alamance High School, Southeast Alamance H.S., Woodlawn Middle School and Hawfields Middle School, public institutions serving residents of Mebane, NC.

Whereas, the schools listed above are prepared for and desire to use the Mebane Athletic Fields for practices following school until 5:30pm, Monday – Friday from the start of the school year to the end of school for soccer and lacrosse practices and on occasion due to weather, football practice and other sports as needed; and

Whereas, these schools desire a field use agreement for use of the City's facilities; and

Whereas, the subject facilities are located at the Mebane Community Park, 550 W. Center Street and at end of Clay Street or alternative backup fields located at the Mebane Arts & Community Center or Walker Athletic Complex as well as use of the Mebane Arts and Community Center Gym and the Mebane Old Rec Gym; and

Whereas, The City of Mebane Recreation and Parks Department desires to use at specific times throughout the year and as requests are made, the Eastern Alamance, Southeast Alamance, Woodlawn, and Hawfields facilities for:

Basketball Camp (1 week in July) – 8:00-1:00pm (Monday-Thursday)

- Eastern Alamance Main Gym, Auxiliary Gym & Woodlawn Gym & Hawfields Gym

Football Camp (1 week in July) – 8:00-12:00pm (Monday-Thursday)

- Eastern Alamance Football Field and or Hawfields Football Field

Basketball Practices/Games (November – February) – 9:00am- 5:00pm (Saturdays)

- Southeast Alamance Gym and Auxiliary Gym, Eastern Alamance Auxiliary Gym & Woodlawn Gym, and the Hawfields Gym

Football Games (at least 1 Regular Season game night at each facility below + All/Any Playoff Games);

- Southeast Alamance Football Field and Eastern Alamance Football Field

All other athletic facilities may be used with proper notice and approval by either organization.

Hawfields outdoor Athletic Facilities as needed and available (Baseball/Softball/Football)

WHEREAS, ABSS is permitted under N.C. Gen. Stat. § 115C-524 to enter into agreements permitting non-school groups to use school property for other than school purposes so long as such use is consistent with the proper preservation and care of the public school property;

WHEREAS, pursuant to ABSS Board Policy 5030, Community Use of Facilities, the Superintendent of ABSS is authorized to enter into an agreement for use of the listed schools athletic facilities for non-school recreational purposes;

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the terms and conditions set forth, the City and ABSS do hereby enter into this Agreement.

Section 1

The City hereby grants these schools a license to use The Mebane Community Park synthetic turf fields until 5:30pm each day Monday-Friday while school is in session and other fields that are agreed upon between City and ABSS. Each instance must be discussed between the two entities and agreed upon prior to use. If other entities, including schools not mentioned in this agreement, desire to rent the fields for use, the city will prioritize the renter first, assuming permission has not already been granted for ABSS schools listed in this agreement.

Section 2

The schools shall provide its own equipment during such practices, including, but not limited to: Soccer balls, lacrosse balls, lacrosse equipment and lacrosse goals and are entitled to use the soccer and lacrosse goals already in place at the Mebane Community Park.

Section 3

The City agrees to maintain the facilities including restrooms, fields and perimeter fencing at the Mebane Community Park. Final decisions on availability of facilities or fields, due to weather or other conflicts, will be made by the City of Mebane Recreation Department in consultation with those schools using the facilities.

Section 4

The City Recreation and Parks Department will have use of the school facilities identified above at the times and dates previously listed for use of the City's recreational programs. All uses of the facilities will be consistent with the proper care and preservation of public school property. The schools will provide access to these facilities at the times listed and will be sure that the facilities are prepared and ready for use. The schools will have the option to either lend the City of Mebane a key for entry to those facilities or have someone from the schools open and close the facilities. The schools will be in charge of lining the football field prior to the City football camp and any recreational football games. Schools will provide the necessary equipment for all football games, including pylons, down markers, and any other equipment pertinent to the completion of a football game. Schools will also provide access to the PA booth for football games to allow for announcements to be made and the game to be called. The City shall ensure that a City employee or a contracted ABSS staff member will be on site for the entire length of the recreational use of the ABSS facility to ensure safety, clean up and smooth operations of the planned and scheduled activity. The City shall assume responsibility for any damages to the school facilities proximately caused by its recreational use. ABSS in its sole discretion will make decisions regarding the closure of school campuses due to inclement weather. The City will typically not be allowed to use the school facilities if they are closed for inclement weather or other emergency; provided the City may request, and ABSS may in its discretion allow weekend use of ABSS property in such circumstances.

Section 5

The City shall select and provide adult supervision of participants, parents, staff, invitees, and visitors to ensure their safety and well-being during City activities, events, and programs. In accordance with City policy, the City shall conduct state- and national-level criminal background checks on all individuals who work or volunteer in activities conducted during City use of ABSS property. The City, in its sole judgment, shall be responsible for providing sufficient and appropriate security for City activities, events, and programs.

Section 6

If the schools do not have a planned practice at the Mebane Community Park, the City may rent that space for the specific day and time. If a rental request is made for the Community Park by another organization, the City may contact the schools and ask them to move to a different location operated by the City (i.e. grass fields at the Mebane Arts and Community Center).

Section 7

Schools will have use of the Mebane Community Park synthetic turf fields for up to 6 soccer games per year, only if those games are played and finished prior to 5:30pm, Monday – Friday and is during the school year. For any games played or finishing after 5:30p.m., ABSS must request the fields with as much notice as possible. All field requests for practices or games must be submitted in advance to the Recreation and Parks Director or Recreation Superintendent. It is asked that all Football use of the turf fields at the Community Park require tennis shoe bottoms, rather than typical football cleats to help preserve the turf during it's existence.

Section 8

ABSS shall obtain and maintain at its sole expense general liability insurance insuring against any and all losses at the City facilities as further provided herein. The policy shall provide coverage in an amount not less than \$1,000,000 naming the City as additional insured and waiver of subrogation as to the City, and ABSS shall provide a copy of the same to the City and such other proof of coverage as the City requests. ABSS shall obtain from each of its participants or his or her legal guardian signed general release of liability form, discharging the City from any and all liability for personal injury, death, or property damage sustained during participation in these school's practices, to the maximum extent allowable by law.

The City shall obtain and maintain in effect during the term of this Agreement, a policy or policies for general liability and property damage insurance in the amount of \$1,000,000 / \$2,000,000, or the minimum required by North Carolina State Law, in which the City and ABSS shall each be named as insured parties, which policy or policies shall protect ABSS and the City from claims for personal injury, including death, and from claims for property damages from all hazards. The City shall obtain and maintain in effect during the term of this Agreement, a policy of property damage insurance in which ABSS shall be named as a co-insured, in an amount at least \$1,000,000 or the minimum required by North Carolina State Law, to cover the cost of repair or replacement of any property of ABSS, by reason of damage thereto resulting from an act or omission by the City or its agents, contractors or employees. The City shall furnish ABSS with evidence of such insurance and of its renewal as the premiums become due. The City shall provide ABSS with thirty days prior written notice of any reduction in coverage or cancellation of such insurance.

Section 9

The City agrees that ABSS is authorizing the use of its property pursuant to this Agreement only to the extent permitted by N.C.G.S. 115C-524(b), and that ABSS does not incur any liability to the City or any member of the public for permitting this use. No liability shall attach to ABSS, individually or collectively, for any injury suffered by reason of any City use or maintenance of Board Property pursuant to this Agreement. The City shall indemnify, protect, and hold harmless ABSS, its agents, and employees from and against claims or damages, including attorney's fees, caused by the negligence or intentional wrongdoing of the City, its agents, invitees, contractors, or employees.

Section 10

The City will provide any necessary paperwork to ABSS and the schools for its use of the athletic facilities.

Section 11

The City and ABSS agree to this contract with a \$0 amount being paid to either party for the length of the contract.

Section 12

The terms of the contract will be five (5) years from the onset date of the contract, and may be renewed by mutual agreement of the parties. Either party may terminate this Agreement upon ninety (90) days prior written notice to the other party of the intention to terminate.

Section 13

All use of COM facilities or ABSS facilities should be coordinated between the Principal or Athletic Director of the respective schools and the Recreation and Parks Director or Recreation Superintendent of the COM. Communication should be frequent and thoughtful to ensure all use is approved prior to use.

By signing below, the representative of ABSS warrants that he/she is authorized to execute this Agreement on behalf of ABSS and the he/she has obtained all authorizations, approvals and resolutions from ABSS to this Agreement.

This the _____ day of _____, 20____

Greg Hook
ABSS Representative Name

Greg Hook
ABSS Representative Signature

ABSS Aaron Fleming
School Superintendent Name

[Signature]
School Superintendent Signature

Recreation and Parks Director Name

Recreation and Parks Director Signature

City Manager Name

City Manager Signature

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

Daphna Schwartz
Finance Officer Name

Finance Officer Signature

APPROVED AS TO FORM AND LEGAL SUFFICIENCY.

City Attorney

**Facility Joint Use Agreement
Between City of Mebane and Alamance Burlington Board of Education**

This Agreement is made as of the 1st day of January 2023 by and between the City of Mebane ("City") and the Alamance Burlington Board of Education ("ABSS"), on behalf of Eastern Alamance High School, Woodlawn Middle School and Hawfields Middle School, public institutions in Mebane, NC.

Whereas, The schools listed above are prepared for and desires to use the Mebane Athletic Fields for practices following school and until 5:30pm, Monday – Friday from the start of the school year to the end of school for soccer and lacrosse practices and on occasion due to weather, football practice and other sports as needed; and

Whereas, these schools desire a field use agreement for use of the City's facilities; and

Whereas, the subject facilities are located at the Mebane Community Park, 550 W. Center Street and at end of Clay Street or alternative backup fields located at the Mebane Arts & Community Center or Walker Athletic Complex; and

Whereas, The City of Mebane Recreation and Parks Department desires to use the Eastern Alamance and Woodlawn Athletic along with Hawfields Facilities for:

Basketball Camp (1 week in July) – 8:00-1:00pm (Monday-Thursday)

- Main Gym, Auxiliary Gym & Woodlawn Gym & Hawfields Gym

Football Camp (1 week in July) – 8:00-12:00pm (Monday-Thursday)

- Eastern Alamance Football Field

Basketball Practices/Games (November – February) – 9:00am- 5:00pm (Saturdays)

- Auxiliary Gym & Woodlawn Gym and occasionally the Main Gym + Hawfields Gym

Football Games (at least 2 Regular Season nights + All/Any Playoff Games);

Hawfields outdoor Athletic Facilities as needed and available (Baseball/Softball/Football)

WHEREAS, ABSS is permitted under N.C. Gen. Stat. § 115C-524 to enter into agreements permitting non-school groups to use school property for other than school purposes so long as such use is consistent with the proper preservation and care of the public school property;

WHEREAS, pursuant to ABSS Board Policy 5030, Community Use of Facilities, the Superintendent of ABSS is authorized to enter into an agreement for use of the listed schools athletic facilities for non-school recreational purposes;

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the terms and conditions set forth, the City and ABSS do hereby enter into this Agreement.

Section 1

The City hereby grants these schools a license to use The Mebane Community Park synthetic turf fields until 5:30pm each day Monday-Friday while school is in session and other fields that are agreed upon between City and ABSS

Section 2

The schools shall provide its own equipment during such practices, including, but not limited to: Soccer balls, lacrosse balls, lacrosse equipment and lacrosse goals and are entitled to use the soccer and lacrosse goals already in place at the Mebane Community Park.

Section 3

The City agrees to maintain the facilities including restrooms, fields and perimeter fencing at the Mebane Community Park. Final decisions on availability of facilities or fields, due to weather or other conflicts, will be made by the City of Mebane Recreation Department in consultation with those schools using the facilities.

Section 4

The City Recreation and Parks Department will have use of the school facilities identified above at the times and dates previously listed for use of the City's recreational programs. All uses of the facilities will be consistent with the proper care and preservation of public school property. The schools will provide access to these facilities at the times listed and will be sure that the facilities are prepared and ready for use. The schools will have the option to either lend the City of Mebane a key for entry to those facilities or have someone from the schools open and close the facilities. The schools will be in charge of lining the football field prior to the City football camp and any recreational football games. Schools will provide the necessary equipment for all football games including pylons, down markers, and any other equipment pertinent to the completion of a football game. Schools will also provide access to the PA booth for football games to allow for announcements to be made and the game to be called. The City shall ensure that a City employee or a contracted ABSS staff member will be on site for the entire length of the recreational use of the ABSS facility to ensure safety, clean up and smooth operations of the planned and scheduled activity. The City shall assume responsibility for any damages to the school facilities proximately caused by its recreational use. ABSS in its sole discretion will make decisions regarding the closure of school campuses due to inclement weather. The City will normally not be allowed to use the school facilities if they are closed for inclement weather or other emergency; provided the City may request, and ABSS may in its discretion allow, weekend use of ABSS property in such circumstances.

Section 5

The City shall select and provide adult supervision of participants, parents, staff, invitees, and visitors to ensure their safety and well-being during City activities, events, and programs. In accordance with City policy, the City shall conduct state- and national-level criminal background checks on all individuals who work or volunteer in activities conducted during City use of ABSS property. The City, in its sole judgment, shall be responsible for providing sufficient and appropriate security for City activities, events, and programs.

Section 6

If the schools do not have a planned practice at the Mebane Community Park, the City may rent that space for the specific day and time. If a rental request is made for the Community Park by another organization, the City may contact the schools and ask them to move to a different location operated by the City (i.e. grass fields at the Mebane Arts and Community Center).

Section 7

Schools will have use of the Mebane Community Park synthetic turf fields for up to 6 soccer games per year, if and only if those games are played and finished prior to 5:30pm, Monday – Friday and is during the school year. Any games played after 6p.m., a \$100 fee will be charged per game. ABSS must get approval for all use of the fields, but it is additionally important that schedules are reviewed and authorized prior to any use after 6:00pm.

Section 8

ABSS shall obtain and maintain at its sole expense general liability insurance insuring against any and all losses at the City facilities as further provided herein. The policy shall provide coverage in an amount not less than \$1,000,000 naming the City as additional insured and waiver of subrogation as to the City, and ABSS shall provide a copy of the same to the City and such other proof of coverage as the City requests. ABSS shall obtain from each of its participants or his or her legal guardian signed general release of liability form, discharging the City from any and all liability for personal injury, death, or property damage sustained during participation in these school's practices, to the maximum extent allowable by law.

The City shall obtain and maintain in effect during the term of this Agreement, a policy or policies for general liability and property damage insurance in the amount of \$1,000,000 / \$2,000,000, or the minimum required by North Carolina State Law, in which the City and ABSS shall each be named as insured parties, which policy or policies shall protect ABSS and the City from claims for personal injury, including death, and from claims for property damages from all hazards. The City shall obtain and maintain in effect during the term of this Agreement, a policy of property damage insurance in which ABSS shall be named as a co-insured, in an amount at least \$1,000,000 or the minimum required by North Carolina State Law, to cover the cost of repair or replacement of any property of ABSS, by reason of damage thereto resulting from an act or omission by the City or its agents, contractors or employees. The City shall furnish ABSS with evidence of such insurance and of its renewal as the premiums become due. The City shall provide ABSS with thirty days prior written notice of any reduction in coverage or cancellation of such insurance.

Section 9

The City agrees that ABSS is authorizing the use of its property pursuant to this Agreement only to the extent permitted by N.C.G.S. 115C-524(b), and that ABSS does not incur any liability to the City or any member of the public for permitting this use. No liability shall attach to ABSS, individually or collectively, for any injury suffered by reason of any City use or maintenance of Board Property pursuant to this Agreement. The City shall indemnify, protect, and hold harmless ABSS, its agents, and employees from and against claims or damages, including attorney's fees, caused by the negligence or intentional wrongdoing of the City, its agents, invitees, contractors, or employees.

Section 10

The City will provide any necessary paperwork to ABSS and the schools for its use of the athletic facilities.

Section 11

The City and ABSS agree to this contract with a \$0 amount being paid to either party for the length of the contract.

Section 12

The terms of the contract will be one (1) year from the onset date of the contract, and may be renewed by mutual agreement of the parties. Either party may terminate this Agreement upon ninety (90) days prior written notice to the other party of the intention to terminate.

By signing below, the representative of ABSS warrants that he/she is authorized to execute this Agreement on behalf of ABSS and the he/she has obtained all authorizations, approvals and resolutions from ABSS to this Agreement.

Alamance Burlington School System by: _____

Barbara Ellington-Cramer

City of Mebane by: _____

CR

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

Daphna Schwartz
Daphna Schwartz, City Finance Officer

This Agreement has been approved as to form and substance

Lawson Brown, Jr.
Lawson Brown, Jr., City Attorney

AGENDA ITEM #5A

Ordinance to Extend the Corporate Limits-
Voluntary Non-contiguous Annexation-
A. Campbell Holdings, LLC- Cambro, Ph. 3

Meeting Date

December 2, 2024

Presenter

Lawson Brown, City Attorney

Public Hearing

Yes ☒ No ☐

Summary

The Council will consider the approval of an Ordinance to Extend the Corporate Limits as the next step in the annexation process. This is a non-contiguous annexation containing approximately +/- 25.402 acres located off of NC Hwy 119 and W. Holt Street in Alamance County. Cambro plans to develop an additional building on this property.

Background

At the November 4, 2024, Council Meeting, the Council accepted the petition for annexation and the Clerk's certificate of sufficiency and adopted a Resolution setting a date of Public Hearing for December 2, 2024, to consider approval of extending Mebane's corporate limits. The Public Hearing Notice was properly advertised.

Financial Impact

The property and improvements will be added to the ad valorem tax base for the City once the property is annexed as determined by the state statute but may not be subject to taxation, depending upon its tax-exempt status.

Recommendation

Staff recommends the adoption of an Ordinance to Extend the Corporate Limits of the City of Mebane, North Carolina.

Suggested Motion

I move to adopt an Ordinance to Extend the Corporate Limits of the City of Mebane, North Carolina to include the +/- 25.402 acres.

Attachments

1. Ordinance
2. Map

AN ORDINANCE TO EXTEND THE CORPORATE LIMITS
OF THE CITY OF MEBANE, NORTH CAROLINA

Mail after recording to City of Mebane, Attn: City Clerk, 106 E. Washington Street, Mebane, NC 27302

Ordinance No. 175

WHEREAS, the City Council has been petitioned under G.S. 160A-58.1 to annex the area described below; and

WHEREAS, the City Council has by resolution directed the City Clerk to investigate the sufficiency of the petition; and

WHEREAS, the City Clerk has certified the sufficiency of the petition, and a public hearing on the question of this annexation was held at the Glendel Stephenson Municipal Building at 6:00 p.m. on December 2, 2024, after due notice by the Alamance News and News of Orange on November 21, 2024; and

WHEREAS, the City Council finds that the area described therein meets the standards of G.S. 160A-58.1 (b), to wit:

- a. The nearest point on the proposed satellite corporate limits is not more than three (3) miles from the corporate limits of the City;
- b. No point on the proposed satellite corporate limits is closer to another municipality than to the City;
- c. The area described is so situated that the City will be able to provide the same services within the proposed satellite corporate limits that it provides within the primary corporate limits;
- d. No subdivision, as defined in G.S. 160A-376, will be fragmented by this proposed annexation;

WHEREAS, the City Council further finds that the petition has been signed by all the owners of real property in the area who are required by law to sign; and

WHEREAS, the City Council further finds that the petition is otherwise valid and that the public health, safety, and welfare of the City and of the area proposed for annexation will be best served by annexing the area described:

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

NCIC PHASE 3 LOT 24 (PLAT BOOK 81, PAGE 5)

Being all that certain tract or parcel of land lying and being in the Melville Township, Alamance County, North Carolina, being more particularly described as follows:

COMMENCING at an NCDOT right-of-way monument found at the intersection of the southerly right-of-way line of West Holt Street [NCSR 1963] and the westerly right-of-way line of N.C. Highway 119, said monument having North Carolina State Plane Grid Coordinates (NAD 83/2011) of North(y) = 854,761.74 feet and East(x) = 1,912,462.40 feet; running thence South 76 deg. 37' 28" East a distance of 296.02 feet to an NCDOT right-of-way monument found at the intersection of the southerly right-of-way line of West Holt Street and the easterly right-of-way line of N.C. Highway 119, being the true point and place of BEGINNING; running thence with the southerly line of West Holt Street the following three (2) courses and distances: 1) South 76 deg. 34' 14" East a distance of 35.84 feet to a point; 2) South 76 deg. 42' 34" East a distance of 608.41 feet to a point; and 3) South 81 deg. 59' 08" East a distance of 310.55 feet to an iron pipe found at the northwesterly corner of property owned by Junius and Ometta Corbett Irrevocable Trust (Deed Book 4140, Page 846, Alamance County Register of Deeds); thence with the line of said Corbett Irrevocable Trust and others South 08 deg. 58' 42" East a distance of 1003.39 feet to a point at the southwesterly corner of property owned, now or formerly by Andy Garcia Smith (Deed Book 1918, Page 356, Alamance County Register of Deeds); thence with the southerly line of Smith and others North 78 deg. 48' 46" East a distance of 541.47 feet to a point at the southeasterly corner of property owned, now or formerly by William Andy Thompson (Deed Book 555 Page 239, Alamance County Register of Deeds); thence with the easterly line of Thompson North 08 deg. 49' 47" West a distance of 47.33 feet to a point at the southwesterly corner of property owned, now or formerly by Nancy J. Lloyd (Deed Book 3489, Page 912, Alamance County Register of Deeds); thence with the southerly line of Lloyd North 76 deg. 55' 12" East a distance of 149.16 feet to a point; thence continuing with the line of Lloyd South 17 deg. 20' 45" West a distance of 32.19 feet to a point in the westerly right-of-way line of Fitch Drive; thence with westerly right-of-way line of Fitch Drive the following three courses and distances: 1) along a non-tangent curve to the left, having a chord bearing of South 30 deg. 31' 05" West, a chord distance of 38.88 feet, a radius of 840.16 feet, and an arc length of 38.88 feet to a point; 2) along a curve to the left, having a chord bearing of South 22 deg. 02' 56" West, a chord distance of 101.23 feet, a radius of 600.81 feet, and an arc length of 101.35 feet to a point; and 3) along a curve to the left, having a chord bearing of South 15 deg. 43' 49" West, a chord distance of 69.76 feet, a radius of 1843.44 feet, and an arc length of 69.76 feet to an iron pipe found at the northeasterly corner of property owned, now or formerly by Khadija Sonya Jimoh (Deed Book 3610, Page 98, Alamance County Register of Deeds); thence with the line of Jimoh the following two (2) courses and distances: 1) North 76 deg. 38' 15" West a distance of 194.77 feet to a point; and 2) South 46 deg. 00' 45" West a distance of 128.40 feet to a point at the northwesterly corner of property owned, now or formerly by Devon Clark (Deed Book 4570, Page 346, Alamance County Register of Deeds); thence with the line of Clark South 13 deg. 21' 45" West a distance of 200.00 feet to a point in the northerly line of Donald Delfino (Deed Book 3695, Page 283, Alamance County Register of Deeds); thence with the line of Delfino the following two (2) courses and distances: 1) North 67 deg. 25' 52" West a distance of 68.74 feet to a point; and 2) South 19 deg. 15' 41" West a distance of 172.50 feet to a point, a corner with property owned, now or formerly by The Clifford M. Ray, Jr. Family Limited Partnership (Deed Book 2799, Page 569, Alamance County Register of Deeds); thence with the line of said Clifford M. Ray, Jr. Family Limited Partnership North 80 deg. 30' 25" West a distance of 622.08 feet to a point in the easterly right-of-way line of N.C. Highway 119; thence with the westerly right-of-way line of N.C. Highway 119 the following five (5) courses and distances: 1) along a non-tangent curve to the left, having a chord bearing of North 17 deg. 42' 03" West, a chord distance of 251.29 feet, a radius of 6128.94 feet, and an arc length of 251.31 feet to a point; 2) along a curve to the left, having a chord bearing of North 19 deg. 09' 40" West, a chord distance of 61.09 feet, a radius of 6128.94 feet, and an arc length of 61.09 feet to an iron pipe found; 3) along a curve to the left, having a chord bearing of North 21 deg. 58' 01" West, a chord distance of 539.03 feet, a radius of 6128.94 feet, and an arc length of 539.20 feet to a point; 4) North 24 deg. 13' 11" West a distance of 560.39 feet to a point; and 5) North 24 deg. 13' 11" West a distance of 204.77 feet to the point and place of BEGINNING, containing 25.402 acres (0.0397 Square Miles), more or less, BEING ALL of Lot 24, Phase 3 of the North Carolina Industrial Center as shown on a plat thereof recorded in Plat Book 81, Page 5 in the Alamance County Register of Deeds

Section 2. Upon and after December 2, 2024, the above-described territory and its citizens and property shall be subject to all debts, laws, ordinances, and regulations in force in the City of Mebane and shall be entitled to the same privileges and benefits as other parts of the City of Mebane. Said territory shall be subject to municipal taxes according to G.S. 160A-58.10.

Section 3. The Mayor of the City of Mebane shall cause to be recorded in the office of the Register of Deeds of Alamance County, and in the office of the Secretary of State at Raleigh, North Carolina, an accurate map of the annexed territory, described in Section 1 above, together with a duly certified copy of this ordinance. Such a map shall also be delivered to the Alamance County Board of Elections, as required by G.S. 163-288.1.

Adopted this 7th day of October 2024.

CITY OF MEBANE

ATTEST:

Ed Hooks, Mayor

Stephanie W. Shaw, City Clerk

APPROVED AS TO FORM:

Lawson Brown, City Attorney



VICINITY SKETCH
(1"=2000')

SURVEYOR'S CERTIFICATE:

I, MICHAEL A. McKIBBIN, certify that this plat was drawn under my supervision from an actual survey made under my supervision (deed description recorded in book 3957, Page 701, etc.). (Other); that the boundaries not surveyed are clearly indicated as drawn from information found in book PB 81 page 5; that the ratio of precision or positional accuracy as calculated is 1:10,000±; that this plat was prepared in accordance with G. S. 47-30 as amended;

Pursuant to GS 47-30(f)(11), this survey: (c1) is of an existing parcel or parcels of land and does not create a new street or change an existing street.

As per GS 47-30(j), the provisions of GS 47-30 shall not apply to boundary plats of areas annexed by municipalities nor to plats of municipal boundaries, whether or not required by law to be recorded.

I further certify that the plan shown and described hereon is a true and correct survey of the accuracy required by the Subdivision Ordinance of the City of Mebane, Alamance County, and that the monuments have been placed as shown hereon in accordance with the requirements of the Subdivision Ordinance.

Witness my original signature, license number and seal this 07 day of MAY, A.D. 2024.

Professional Land Surveyor
L-4519
License Number

SEAL OR STAMP

PRELIMINARY PLAT
NOT FOR RECORDING,
SALES OR CONVEYANCE

PLANNING DIRECTOR CERTIFICATION:

This tract of land is within the City of Mebane's jurisdiction. No approval is required of the planning board or City Council.

Planning Director _____ Date _____

NOTES:

THE PURPOSE OF THIS PLAT IS TO ANNEX THE 25.402 Ac. (0.0397 Sq. Mile) ± PARCEL INTO THE CORPORATE LIMITS OF THE CITY OF MEBANE.

THIS SURVEYOR DID NOT CONDUCT A BOUNDARY SURVEY IN CONJUNCTION WITH THE PRESENT MAPPING. ALL BOUNDARY INFORMATION IS SHOWN PER PB 81 PG 5.

THERE MAY BE EASEMENTS, RIGHTS-OF-WAY, OR OTHER MATTERS AFFECTING THIS PROPERTY WHICH ARE NOT SHOWN HEREON.

APPARENT SOURCE TITLE: DB 3957 PG 701

PLAT REFERENCE: PB 81 PG 5

TAX PARCEL #s: 172092, 185112, 185114

TOTAL SITE AREA: 25.402 Ac. (0.0397 Sq.Mi.) ±

ALL DEEDS AND MAPS NOTED HEREON WERE USED AS REFERENCES IN PREPARING THIS SURVEY. SEE ALSO:
+ A TOPOGRAPHIC SURVEY BY SACKS SURVEYING & MAPPING DATED 24 OCTOBER, 2023 (REV 2/16/24)

ACCORDING TO FEMA FLOOD INSURANCE RATE MAP COMMUNITY PANEL #3710981500-K, EFFECTIVE 17 NOVEMBER, 2017, THIS PROPERTY DOES NOT LIE WITHIN THE FEMA 100-YEAR OR OTHER SPECIAL HAZARD FLOOD ZONE.

THERE ARE IMPROVEMENTS TO THIS PROPERTY WHICH ARE NOT SHOWN HEREON.

N.C. GRID COORDINATES SHOWN HEREON WERE ESTABLISHED BY RAPID STATIC GPS METHODS USING SPECTRA PRECISION SP-80 GPS EQUIPMENT, HOLDING LOCAL CORS STATIONS AS FIXED REFERENCES. A WEIGHTED LEAST-SQUARES AVERAGE OF THREE INDEPENDENT OBSERVATIONS WAS USED TO CALCULATE THE RESULTANT POSITIONS.

Class of Survey: A
Positional Accuracy: 0.04' Horiz. / 0.02' Vert.
Type of GPS field procedure: Rapid Static (VRS)
Date of Survey: 22 September, 2023
Datum/Epoch: NAD 83 (2011)
Published/fixed-control used: Local CORS Stations
Geoid Model: Geoid 18
Combined grid factor: 0.99995555
Units: US Survey Feet

ALL DISTANCES ARE HORIZONTAL GROUND MEASUREMENTS UNLESS NOTED OTHERWISE

(CONTROLLED ACCESS R/W VARIES)
N.C. HWY. 119 R/W
PER NCDOT PLANS FOR
PROJECT 34900.25

A. CAMPBELL HOLDINGS, LLC
DB 3957 PG 701
PB 81 PG 5 PHASE 3 LOT 24
TAX PARCEL #172092

TOTAL AREA ANNEXED
= 25.402 Ac. ±
(0.0397 ± Sq. Miles)

THE CLIFFORD M. RAY, JR.
FAMILY LIMITED PARTNERSHIP
(SEE ALSO PB 81 PG 5)
TAX PARCEL #164969

N/F
DONALD DELFINO
DB 3695 PG 283
TAX PARCEL #165106

N/F
DEVON CLARK
DB 4550 PG 346
TAX PARCEL #165107

N/F
KHADJA SONYA JIMOH
DB 3610 PG 129
TAX PARCEL #165108

N/F
PART OF
PB 81 PG 5
TAX PARCEL #165112

N/F
NANCY J. LLOYD
DB 3489 PG 912
TAX PARCEL #165115

N/F
WILLIAM ANDY THOMPSON
DB 550 PG 239
TAX PARCEL #165109

N/F
SHERELLE PATTERSON
DB 3340 PG 123
TAX PARCEL #164975

N/F
ANDY GARCIA SMITH
DB 1918 PG 356
TAX PARCEL #164974

N/F
DANIEL R. FOUST
DB 399 PG 321
TAX PARCEL #164976

N/F
DORETHA W. TANNIN
DB 2098 PG 918
TAX PARCEL #164977

N/F
SAMUEL SOSA
& HORACIO SOSA
DB 3020 PG 943
TAX PARCEL #164972

N/F
EMILY ARNOLD
& JACOB LLOYD MORRIS
DB 4308 PG 548
TAX PARCEL #164982

N/F
WARREN H. LAMBERT
& ELIZABETH B. LAMBERT
DB 1118 PG 979
TAX PARCEL #164983

N/F
JUNIOUS AND OMETTA CORBETT
IRREVOCABLE TRUST
DB 4140 PG 846
TAX PARCEL #164980

PRELIMINARY PLAT
NOT FOR RECORDING,
SALES OR CONVEYANCE

FINAL PLAT: CITY OF MEBANE CORPORATE
LIMITS EXTENSION (VOLUNTARY
NON-CONTIGUOUS ANNEXATION)
NORTH CAROLINA INDUSTRIAL CENTER:
LOT 24, PHASE 3

PLAT BOOK 81 PAGE 5

DATE PREPARED: 07 MAY, 2024

REVISED 10-17-24 - ADD CORPORATE LIMITS LABELS

MELVILLE Twp., ALAMANCE COUNTY, N.C.
SCALE 1"=120'

DRAWING FILE NAME: NCIC-HOLT-119-ANNEX.DWG

OWNER:
A. CAMPBELL HOLDINGS, LLC
5801 SKYLAB RD.
HUNTINGTON BEACH, CA 92647

SURVEYOR:
MICHAEL A. McKIBBIN PLS L-4519



LEGEND

IPF = IRON PIPE FOUND
RWMF = R/W MONUMENT FOUND
IPS = IRON PIPE SET
CP = COMPUTED POINT (NO CORNER MONUMENT FOUND OR SET)
R/W = RIGHT OF WAY
N/F = NOW OR FORMERLY
ESMT. = EASEMENT
Ch. = CHORD
Typ. = TYPICAL
C/L = CENTERLINE
— NEW CITY LIMITS LINE
— PRESENT CITY LIMITS LINE

LEG TABLE:

LINE	BEARING	DISTANCE
L1	S 76°34'14" E	35.84'
L2	N 08°49'47" W	47.33'
L3	S 17°20'45" W	32.19'
L4	S 67°25'52" W	68.74'
L7	S 33°29'18" E	9.58'
L8	S 76°37'28" E	296.02'

CURVE TABLE:

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	840.16'	38.88'	38.88'	S 30°31'05" W	2°39'06"
C2	600.81'	101.35'	101.23'	S 22°02'56" W	9°39'55"
C3	1843.44'	69.76'	69.76'	S 15°43'49" W	2°10'06"
C4	6128.94'	251.31'	251.29'	N 17°42'03" W	2°20'58"
C5	6128.94'	61.09'	61.09'	N 19°09'40" W	0°34'16"
C6	6128.94'	539.20'	539.03'	N 21°58'01" W	5°02'26"



AGENDA ITEM #5B

RZ 24-12

Conditional Rezoning –
Koury Mixed-Use Development

Meeting Date December 2, 2024

Presenters

Ashley Ownbey, Development Director

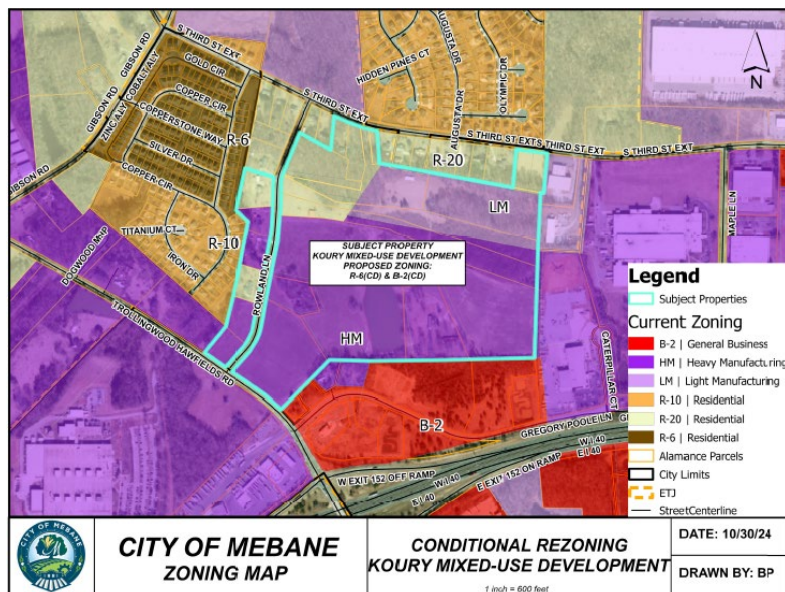
Applicant

Koury Corporation
2275 Vanstory St, Suite 200
Greensboro, NC 27403

Public Hearing

Yes ☒ No ☐

Zoning Map



Property

1033, 1039, 1075, 1107, 1133 Rowland Ln, 2220 Third St, Unaddressed

Alamance County GPINs:

9804649659, 9804740981, 9804751126, 9804751472, 9804752606, 9804751879, 9804758112, 9804768330, 9804769157, 9804743671, 9804754067, 9804858358, 9804845824, 9804858565, 9804859748, 9804852932, 9804766069, 9804963052, 9804860293

Proposed Zoning

R-6 (CD) and B-2 (CD)

Current Zoning

R-20, LM, and HM

Size

+/- 82.92 acres

Surrounding Zoning

R-20, LM, HM, R-10, R-6, and B-2

Surrounding Land Uses

Single-family, Industrial, Vacant

Utilities

Yes

Floodplain

No

Watershed

No

City Limits

No

Application Brief

See *Planning Project Report* for more details.

Recommendations	
Technical Review Committee:	The Technical Review Committee (TRC) has reviewed the site plan seven times (not including pre-submittal meetings), and the applicant has revised the plan to reflect the comments. City staff have reviewed revisions to the site plan since the Planning Board meeting.
Planning Staff:	The proposed development “Koury Mixed-Use Development” is consistent with the guidance provided within <i>Mebane By Design</i> , the Mebane Comprehensive Land Development Plan. City staff recommend the applicant provide separate left and right turn lanes on Private Road B at the intersection with Public Road A.
Planning Board:	The Planning Board unanimously (8-0) recommended denial of the request, citing lack of harmony with the area and inconsistency with the City’s adopted long-range plans.
Zoning & Land Use Report	
Jurisdiction:	Mebane Extraterritorial Jurisdiction (ETJ)
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 (Yes/No):	Yes
Consistency with Bike/Ped Transportation Plan (Yes/No):	Yes

Summary

Koury Corporation is requesting approval to rezone nineteen properties totaling +/- 82.92 acres located along Trollingwood-Hawfields Road, Rowland Lane, and S. Third Street Extension (GPINs: 9804649659, 9804740981, 9804751126, 9804751472, 9804752606, 9804751879, 9804758112, 9804768330, 9804769157, 9804743671, 9804754067, 9804858358, 9804845824, 9804858565, 9804859748, 9804852932, 9804766069, 9804963052, 9804860293), from R-20, LM, and HM to R-6 (CD) for a Planned Unit Development of 38 townhome and 645 apartment units and B-2 (CD) for a shopping center with outparcels. The properties are in the Mebane Extraterritorial Jurisdiction (ETJ) in Alamance County. Annexation of the site is required before connection to City utilities. The applicant has one of the nineteen properties (GPIN 9804963052) under contract for purchase, contingent upon approval of the conditional rezoning request.

The site-specific plan includes the following on-site amenities and dedications:

- Sidewalks will be constructed on the site's frontages along Trollingwood-Hawfields Road and S. Third Street Extension. A sidewalk will be constructed to connect the development to existing sidewalk west of the site.
- Crosswalks and traffic calming measures will be provided within the development to accommodate expected pedestrian traffic. Additionally, the developer will install a high-visibility crosswalk across S. Third Street Extension to connect to the existing sidewalk network and will install pedestrian signals and crosswalks with the signalized entrance on Trollingwood-Hawfields Road.
- A public street will be constructed with sidewalks on both sides of the street. All other internal roads will be private and will include sidewalks on at least one side.
- Private amenities for the apartments include a pedestrian trail around and a pedestrian bridge over a proposed stormwater control measure, two clubhouses, and two pools.

The following conditions are associated with the proposed B-2(CD) zoning district and R-6(CD) zoning district. **Revisions to the conditions have occurred since the Planning Board meeting and are indicated in red.**

TABLE 1: B-2(CD), General Business Conditional District

Proposed Conditions of B-2 (CD) Zoning	Mebane UDO Requirements
The applicant proposes to provide +/- 2.11 acres of open space or 7% of the site area.	Section 4-7.8(K) requires 20% of the gross site area to be landscaped open space. This amounts to +/- 6.04 acres.
The proposed site plan shows 1,425 parking spaces for the shopping center, an insignificant reduction from the requirement.	Table 6-5-1 requires a minimum of 1,471 parking spaces.

Proposed Conditions of B-2 (CD) Zoning	Mebane UDO Requirements
<p>The applicant requests an alternative landscaping plan with the following perimeter and streetscape buffers for the shopping center:</p> <ul style="list-style-type: none"> • 50' buffer with opaque screening between Public Road A and the adjacent residential neighborhood • 5' streetscape along Public Road A and Private Road B • Reduced streetscape along Private Road B around a planted biocell • 20' Type B buffer between the shopping center and multi-family development, with one section of buffer removed near the pond and pedestrian bridge. 	<p>Tables 6-4-1 and 6-4-3 require the following perimeter and streetscape requirements:</p> <ul style="list-style-type: none"> • 75' semi-opaque streetscape along Public Road A and single-family residential lots with areas greater than 8,000 square feet. • 50' semi-opaque streetscape along Public Road A and single-family residential lots with areas less than 8,000 square feet. • 20' streetscape along Public Road A • 10' streetscape along Private Road B • 40' semi-opaque buffer between the shopping center and multi-family
<p>The applicant proposes a restriction of uses for the outparcels, prohibiting ten uses as listed on the cover sheet of the site plan.</p>	<p>Table 4-1-1, "Table of Permitted Uses," allows for several uses by right and with special use permit in the B-2 Zoning District. Most of the uses are related to business, professional, or personal services and retail trades.</p>
<p>The applicant requests an alternative landscaping plan for the development of the outparcels:</p> <ul style="list-style-type: none"> • 10' streetscape along Trollingwood-Hawfields Road, Public Road A, and adjacent private roads • 5' aesthetic perimeter buffer on Outparcel 3 	<p>Tables 6-4-1 and 6-4-3 require the following perimeter and streetscape requirements:</p> <ul style="list-style-type: none"> • 20' streetscape along Trollingwood-Hawfields Road and Public Road A • 10' streetscape along private roads • 20' aesthetic buffer between Outparcel 3 and adjacent commercial zoning • 10' aesthetic buffer between Outparcel 3 and adjacent industrial zoning
<p>The applicant proposes a conceptual site design for Tract 4 as an example of the maximum intensity of a developed site. The applicant requests 10' streetscapes along the private roads and drives, a 25' rear setback, and 80' maximum building height.</p>	<p>Any development of this tract must meet requirements of the Mebane UDO, except for those listed as conditions with this request. The required streetscape depends on the final use. The rear setback in the B-2 Zoning District is 30' and the maximum building height is 70'.</p>

TABLE 2: R-6(CD), Residential Conditional District

Proposed Conditions of R-6 (CD) Zoning District	Mebane UDO Requirements
The applicant proposes a maximum density of 21 dwelling units per acre.	Article 3 establishes a maximum density of 14 units per acre for multi-family residences in the R-6 Zoning District.
The applicant proposes a maximum height of 60' for the apartment buildings.	Per Table 4-2-1, the maximum building height in the R-6 Zoning District is 50'.
<p>The applicant requests an alternative landscaping plan with the following perimeter and streetscape buffers for the residential PUD:</p> <ul style="list-style-type: none"> • 10' streetscape along Public Road A • 25' semi-opaque buffer, with increased vegetation, between the development and single-family residential neighbors • 20' streetscape along Rowland Lane 	<p>Tables 6-4-1 and 6-4-3 require the following perimeter and streetscape requirements:</p> <ul style="list-style-type: none"> • 20' streetscape along Public Road A • 40' semi-opaque buffer between multi-family dwellings and single-family homes on lots larger than 8,000 square feet • 30' streetscape along Rowland Lane
<p>The applicant proposes no private recreation area for the townhomes.</p> <p>The applicant proposes +/- 0.81 acre of private recreation space for the apartments. This includes two clubhouses and two pools.</p>	Section 6-8.2 requires private recreation area for townhome and apartment developments. A development of 38 townhomes requires +/- 0.87 acre of private recreation area. A development of 645 apartments requires +/- 11.1 acres of private recreation area.
The applicant proposes to provide +/- 8.30 acres of private common open space for the residential PUD. The acreage includes 100% accreditation of the main stormwater control measure.	Section 6-8.3 requires +/- 15.24 acres of private common open space for the residential PUD. Generally, wet ponds are not counted toward common open space. A stormwater control measure may be considered if it is a central feature or amenity.
In lieu of providing the prescribed public recreation space, the applicant will make an estimated contribution of \$446,000 to the City of Mebane, with this \$446,000 contribution being reduced by the value of the cost of sidewalk connectivity along S. Third Street Extension which will connect to existing sidewalk at The Villages at Copperstone.	Section 6-8.1 requires +/- 19.6 acres of public recreation area and gives the Mebane City Council discretion to consider a payment in lieu.

TABLE 3: Additional Conditions

Proposed Conditions	City Requirements
Currently the City does not have the wastewater capacity in the existing GKN pump station to serve the mixed-use development. Design and construction of a new pump station will be required to serve the development. The developer will construct this new pump station, with reimbursement from the City consistent with the current oversizing policy. A developer agreement will include related terms and conditions. More specific details are provided on Sheet 200-A of the plan set.	The City of Mebane has an oversizing policy for public utilities. The City will reimburse the developer over a ten-year period for the additional 63.5% capacity available with a newly constructed pump station.
As a condition of the approval of the apartments, wastewater for 357 apartment units may be allowed in a single calendar year expected no earlier than 2027. In addition, wastewater for the remaining 288 apartment units may be allowed in a single calendar year expected no earlier than 2029.	This allowance exceeds the requirements of the City's accumulated paper flow policy. Staff is agreeable to this developer request due to the number of units in each building not fitting the policy and the timing at which the developer intends to construct these buildings with tributary flow, which is typically less than permitted, coming online earlier in the process.
A portion of Public Road A will not have a utility easement and sidewalk on the west side in order to accommodate turn lane and landscaping requirements.	The City's typical street section includes 10' utility easements on both sides of a public right-of-way. Per Section 7-6.6, sidewalks are required on both sides of a street with a 60' right-of-way.

A Traffic Impact Analysis (TIA) was required for the proposed development. Based on the TIA and reviews completed by the City and the North Carolina Department of Transportation (NCDOT), the developer is responsible for the following improvements.

I-40 and Trollingwood-Hawfields Road Interchange:

The NCDOT Project I-6059 will provide a diverging diamond interchange and widen Trollingwood-Hawfields Road at the interchange approaches and extending northward to Gregory Poole Lane. With the addition of the proposed development traffic, additional mitigation is required. The developer is required to:

- Provide a second left-turn lane on the eastbound off-ramp with a minimum of 400' of full width storage and appropriate transition per NCDOT requirements.
- Provide a second right-turn lane on the westbound off-ramp with a minimum of 400' of full width storage and appropriate transition per NCDOT requirements.
- Modify traffic signals to accommodate the proposed laneage.

Trollingwood-Hawfields Road and Site Access 1:

- Provide a connected and coordinated traffic signal that includes pedestrian signals and crosswalks.
- Provide dual northbound thru lanes extending from Gregory Poole Lane with the right-most lane terminating as a right turn lane at Access 1.
- Provide dual southbound thru lanes extending a minimum of 300' north of the Access 1 and extending to Gregory Poole Lane.
- Provide a southbound exclusive left turn lane with a minimum of 150' of full storage and appropriate transitions per NCDOT requirements.
- Provide a site access with one ingress lane and three egress lanes consisting of a full length exclusive left turn lane, a second exclusive left turn lane with 350' of full storage and appropriate transitions and an exclusive right turn lane with a minimum of 300' of full storage and appropriate transitions.
- Provide a minimum internal protected stem length of 350'.

Trollingwood-Hawfields Road and Site Access 2:

- Provide a free-flow right-in-only access with appropriate channelization and traffic controls.
- Provide a northbound exclusive right turn lane with a minimum of 150' of full storage and appropriate transitions per NCDOT requirements.
- Provide a minimum internal protected stem length of 100'.

Third Street Extension and Site Access 3:

- Provide a westbound exclusive left turn lane with a minimum of 100' of full storage and appropriate transitions per NCDOT requirements.
- Provide an eastbound exclusive right turn lane with a minimum of 100' of full storage and appropriate transitions per NCDOT requirements.
- Provide a stop-controlled site access with one ingress lane and two egress lanes consisting of a continuous left turn lane and a continuous right turn lane.
- Provide a minimum internal protected stem length of 100'.

Third Street Extension and Site Access 4:

- Provide a westbound exclusive left turn lane with a minimum of 100' of full storage and appropriate transitions per NCDOT requirements.
- Provide an eastbound exclusive right turn lane with a minimum of 100' of full storage and appropriate transitions per NCDOT requirements.
- Provide a stop-controlled site access with one ingress lane and one egress lane.
- Provide a minimum internal protected stem length of 100'.

Cross-Access Connectivity

Provision of cross access with the adjacent properties is encouraged to accommodate internal connectivity and improve distribution of existing and future traffic volumes on the adjacent public road network. Providing stub outs or cross-access connections in the southeast portions of the site to undeveloped properties and extending to Gregory Poole Lane preserves a potential long-term connection to that roadway.

Capacity Analysis

Given the scale of this development and the projected traffic volumes in the TIA, the City has requested a supplemental capacity analysis for the intersections along the future public street, particularly at the southern end where most traffic will be exiting via the new signal. An AM and PM peak hour intersection analysis of full build conditions at key intersections along this route will be useful to understand future operations along the route and ensure that there are no delay or queueing concerns that require additional mitigation.

The additional analysis has been submitted and reviewed by the City's TIA reviewer. The following requirements resulted from the analysis:

- The applicant will construct the final leg of a private road from an intersection at the corner of Tract 4 to the eastern driveway on S. Third Street Extension.
- One driveway access on Private Road B for Retail Building 1 will be removed due to the proximity with the intersection at Public Road A.
- City staff, in consultation with the City's TIA reviewer, recommend separate left and right turn lanes on Private Road B at the intersection with Public Road A.

Financial Impact

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

Suggested Motion

1. Motion to approve the R-6 (CD) and B-2 (CD) zoning as presented.
2. 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 property in the Secondary Growth Area;
 - ☐ Allows for more commercial development to be pedestrian-friendly supporting walking between different land uses, consistent with Growth Management Goal 1.6 (Mebane CLP, p. 17 & 84);
 - ☐ Improves safety and pedestrian access across major streets such as Trollingwood-Hawfields Road and S. Third Street Extension, consistent with Public Facilities and Infrastructure Goal 2.1 (Mebane CLP, p. 17 & 84)

OR

3. Motion to **deny** the R-6 (CD) and B-2 (CD) rezoning as presented due to a lack of
 - a. Harmony with the surrounding zoning or land use

OR

 - 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 download.](#)
5. Planning Project Report
6. Technical Memorandum – City Engineering Review
7. Traffic Impact Analysis – [click here to download.](#)
 - a. NCDOT Review of TIA
 - b. VHB Review of TIA



Ashley Ownbey, Development Director

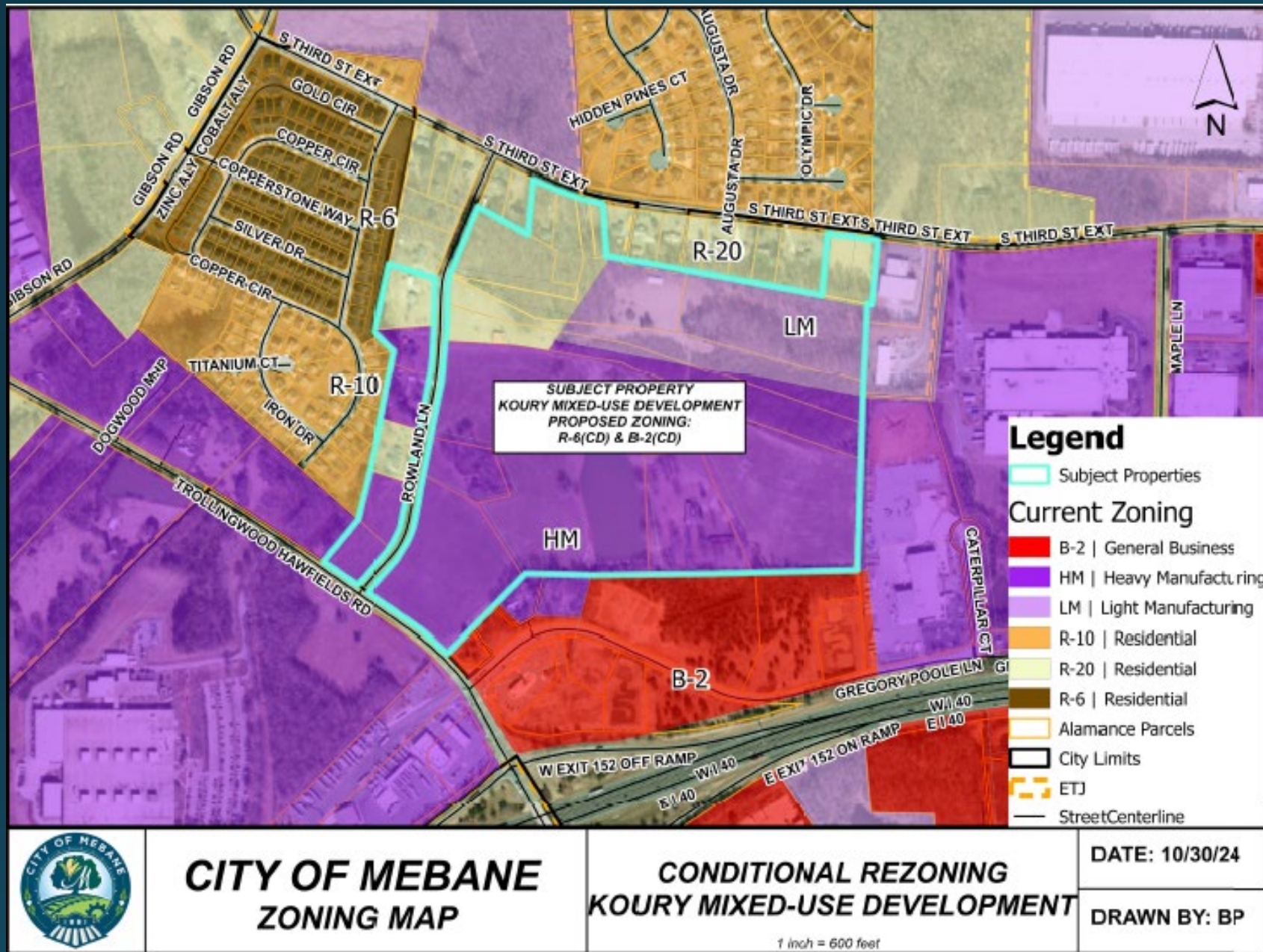
Request to Rezone: R-20, LM, HM to R-6(CD) & B-2 (CD)
by Koury Corporation

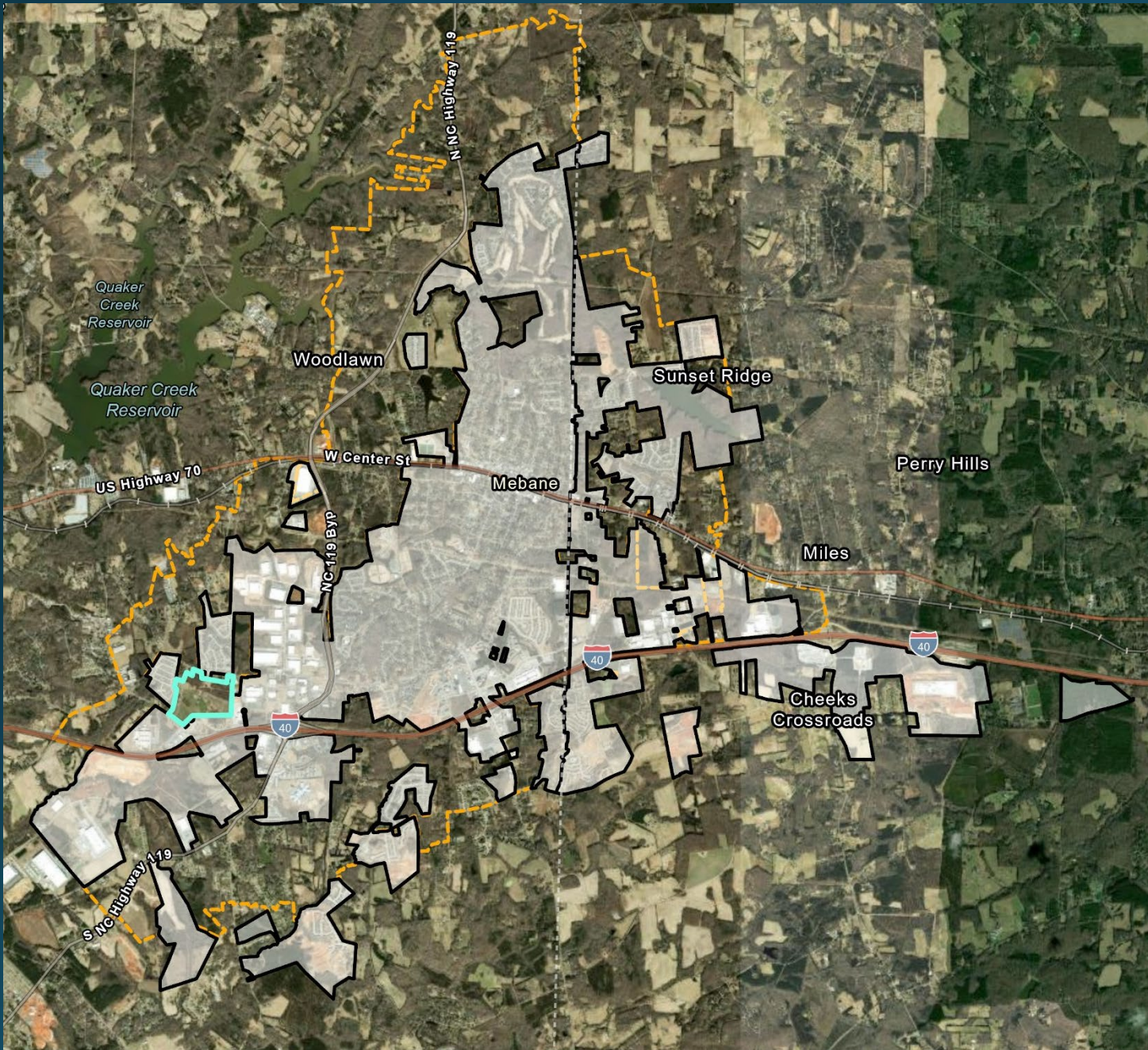


Koury Mixed-Use Development

Conditional Zoning Request

- Request by Koury Corporation
- Nineteen properties totaling +/- 82.92 acres
- Existing zoning: R-20, LM, and HM
- Requested zoning: R-6 (CD) and B-2 (CD)





Koury Mixed-Use Development

Conditional Zoning Request

- Mebane Extraterritorial Jurisdiction, Alamance County
- City utilities are available.
 - Water is available in Trollingwood-Hawfields Road and S. Third Street Extension.
 - Sewer is available in Trollingwood-Hawfields Road.



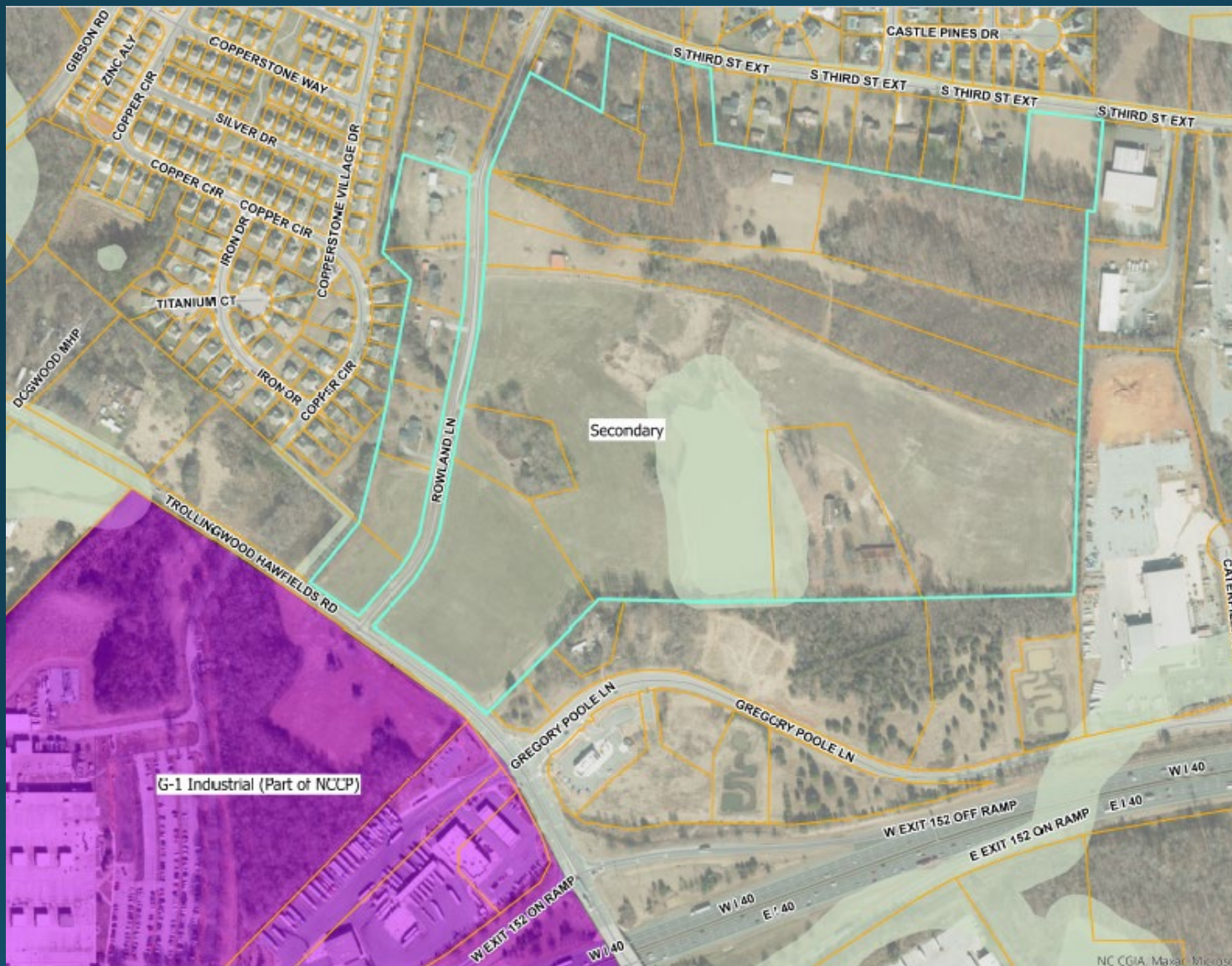


Koury Mixed-Use Development

Conditional Zoning Request

- Single-Family Residential, Vacant
- Surrounding uses include:
 - Single-Family Residential
 - Warehousing, Manufacturing, Equipment Rental
 - Planned Medical Office
 - Travel Stop, Restaurant





Koury Mixed-Use Development Conditional Zoning Request

Mebane By Design, G-4 Secondary Growth Strategy Area Long-Range Utility Plan

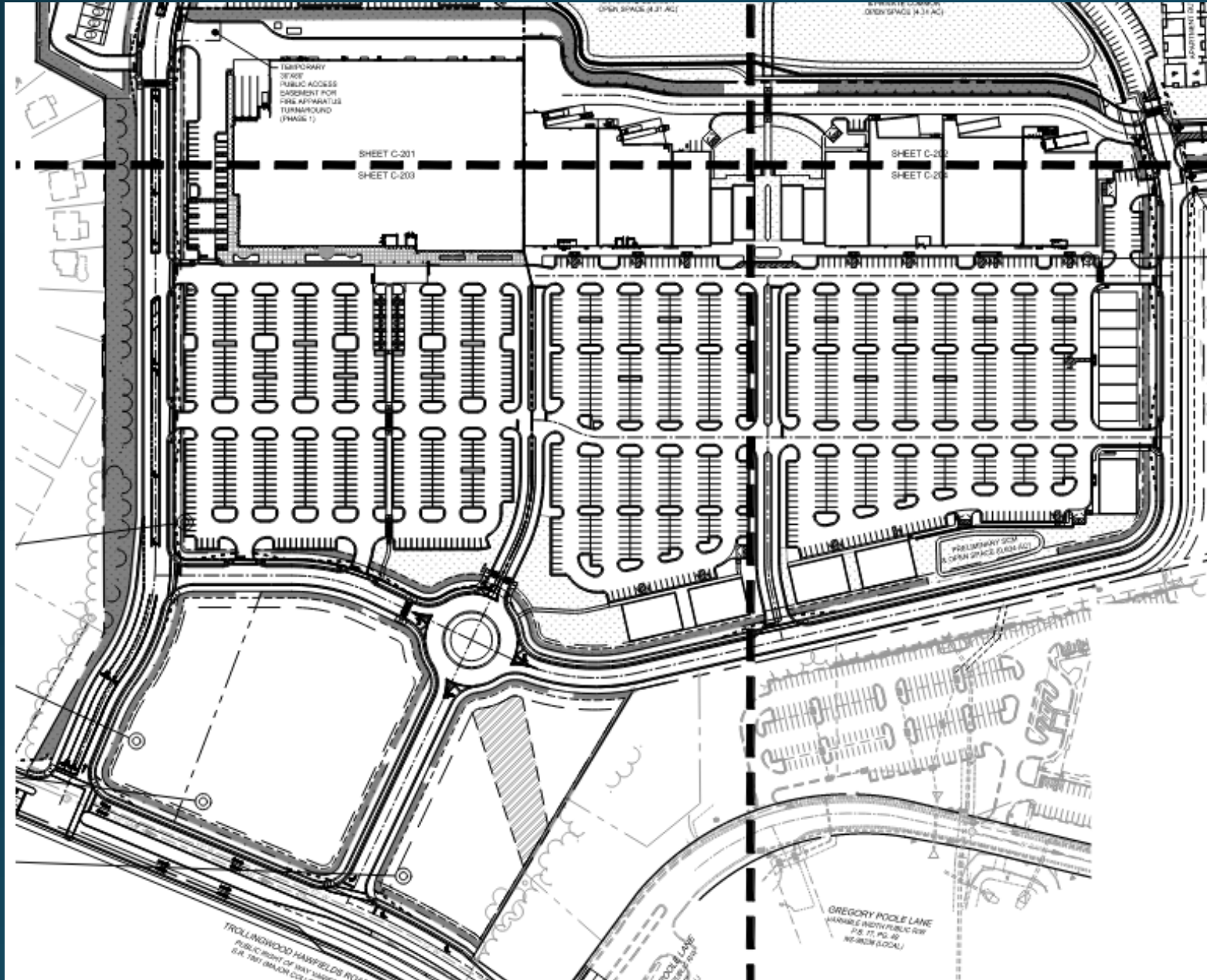
- Addressing long-identified capacity concerns with GKN pump station





Koury Mixed-Use Development

Conditional Zoning Request : R-6(CD) and B-2(CD)



Koury Mixed-Use Development

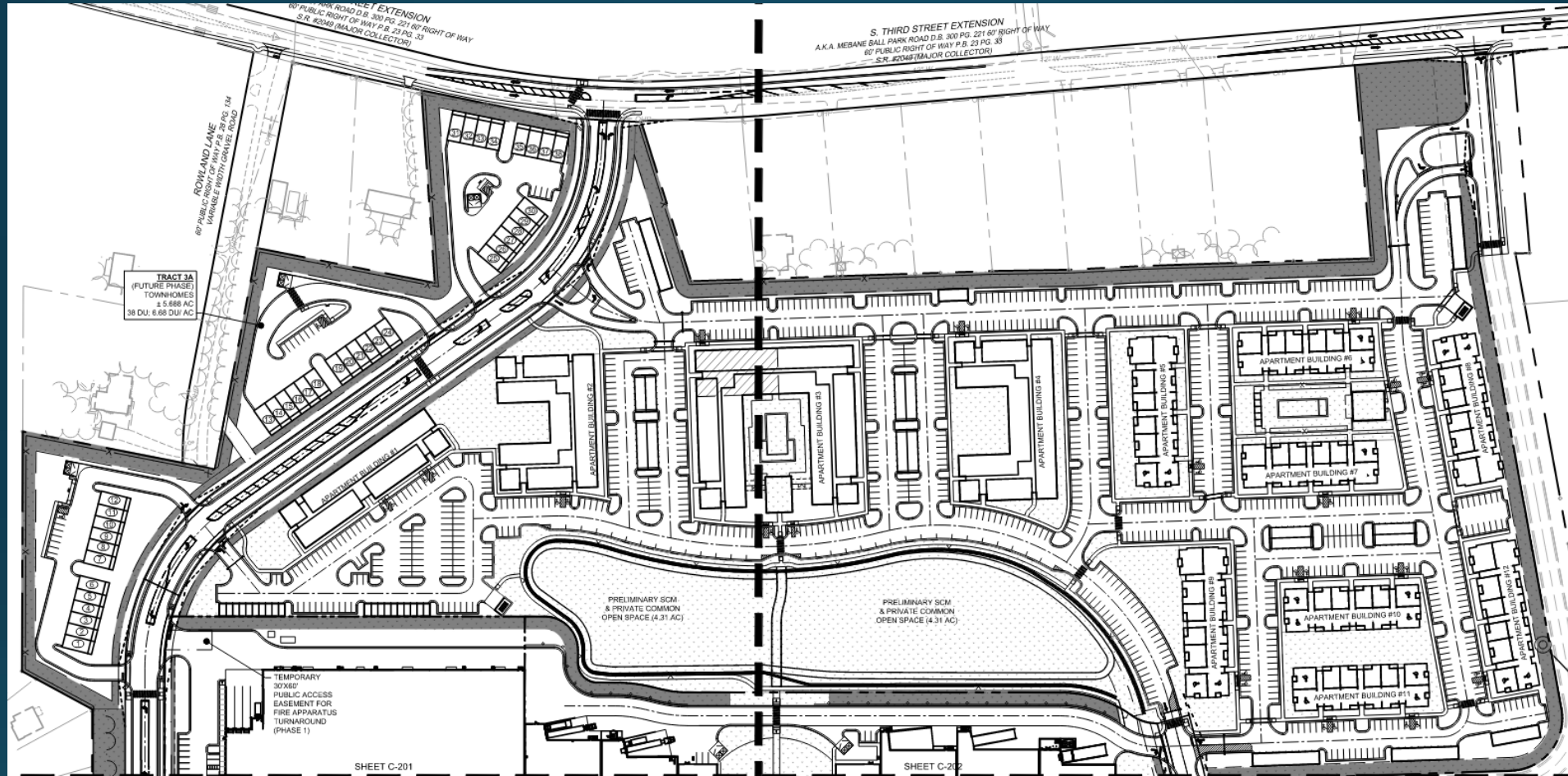
Conditional Zoning Request

- Phase 1 Shopping Center:
 - +/- 29.88 acres
 - +/- 299,565 square feet of commercial
 - 1,425 parking spaces with 42 bike stalls
- Phase 2 Outparcels:
 - +/- 5.85 acres
 - Restriction of B-2 use types to be developed in the future.
- Network of public and private roads and sidewalks.



Koury Mixed-Use Development

Conditional Zoning Request



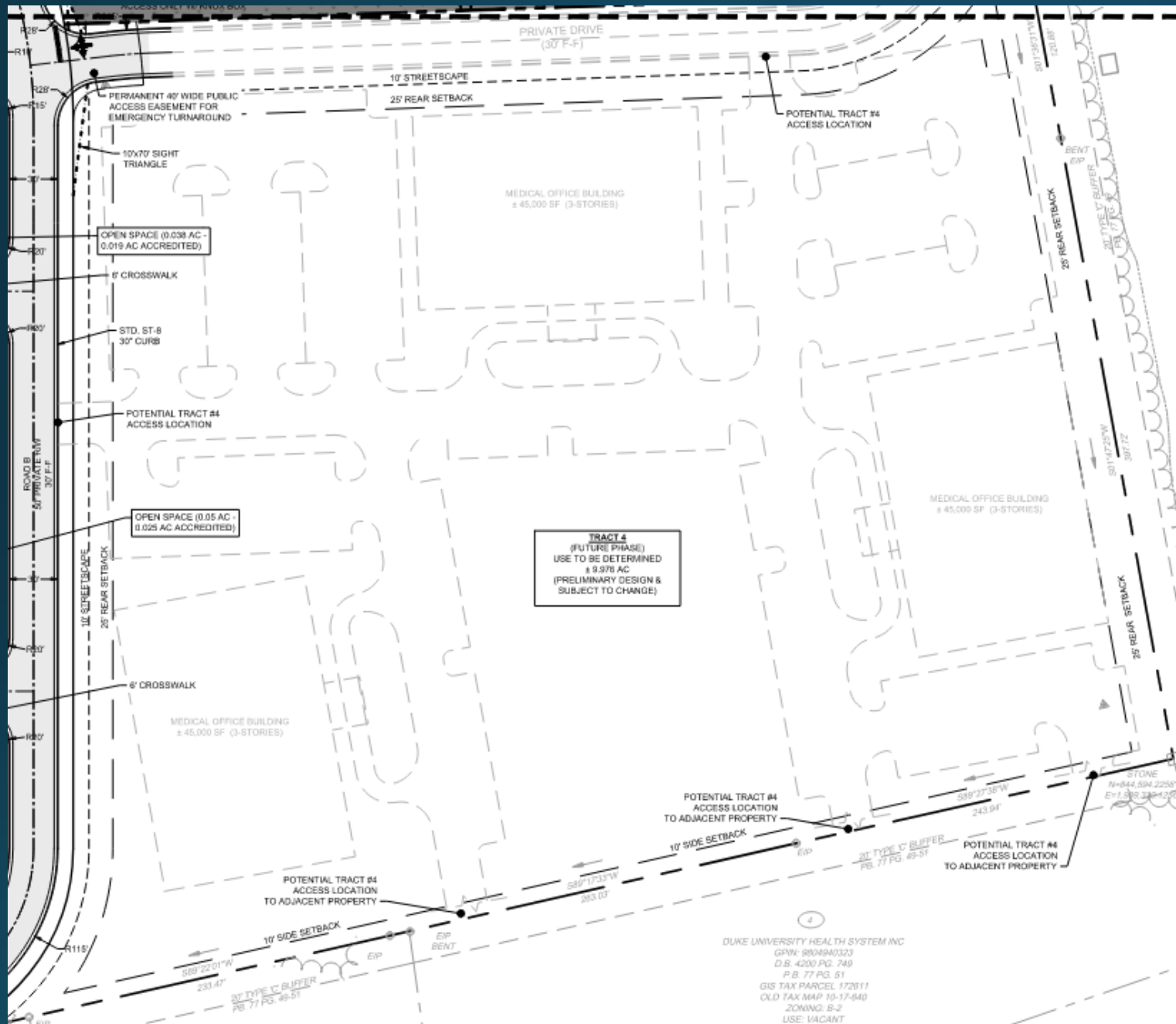
Residential Planned Unit Development:

- +/- 34.02 acres
- 645 apartment units and 38 townhomes

Site Features & Amenities:

- Two community pools with clubhouses
- A bridge over and 6' walking trail around the primary SCM.
- Gated apartment developments.





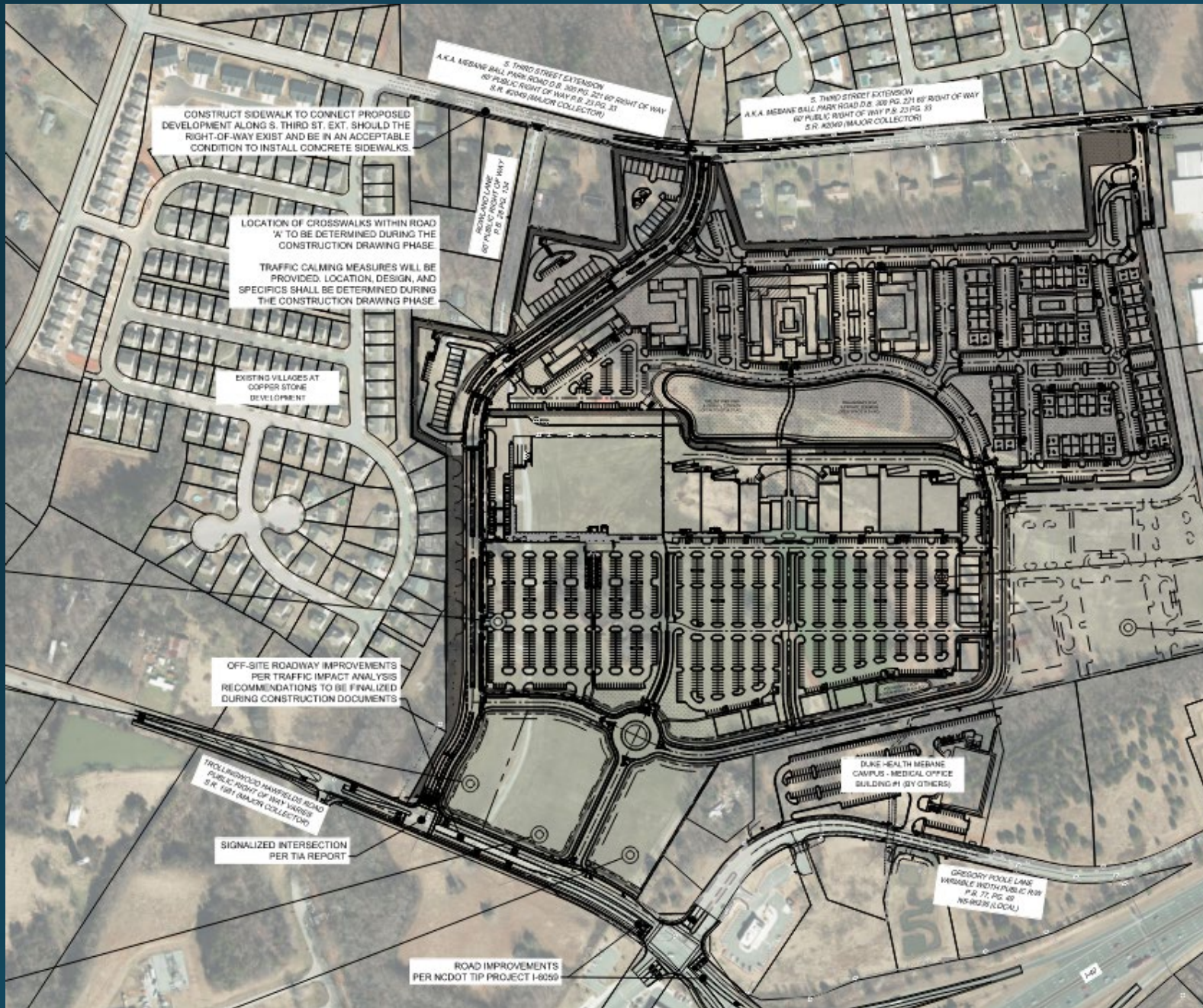
Koury Mixed-Use Development

Conditional Zoning Request

Tract 4:

- +/- 9.976 acres
- Conceptual design to show an example of the maximum intensity of the site.



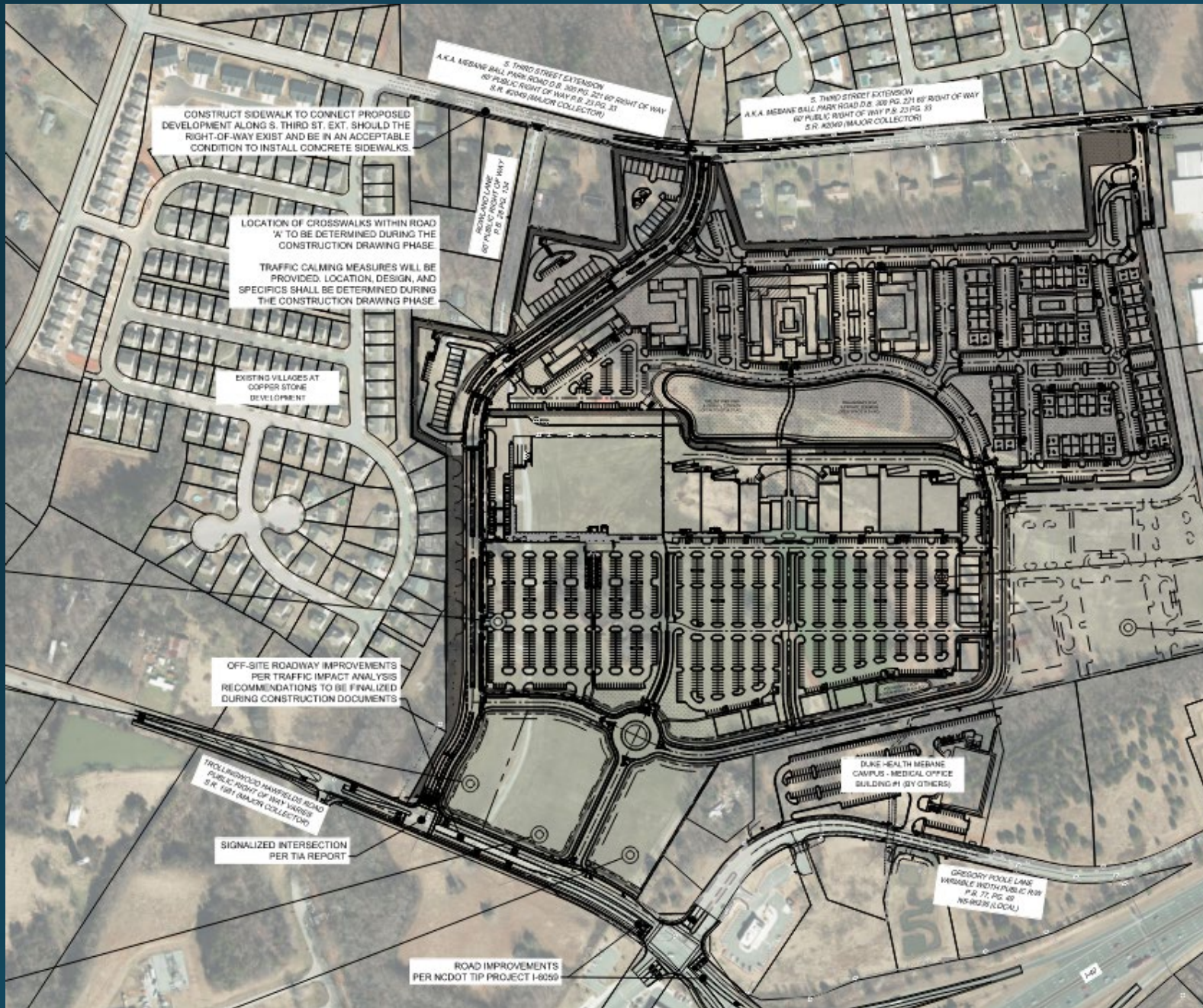


Koury Mixed-Use Development Conditional Zoning Request

Conditions Requested for B-2 (CD):

- Open Space: 7% or +/-2.11 acres
- Minimal reduction in required parking
- Alternative landscaping plan
 - 50' streetscape now provided between Public Road A and adjacent neighborhood.
- Outparcels:
 - Restriction of uses
 - Reduction in streetscape and perimeter buffers
- Tract 4:
 - Rear setback reduced to 25'
 - Maximum building height increased to 80'





Koury Mixed-Use Development Conditional Zoning Request

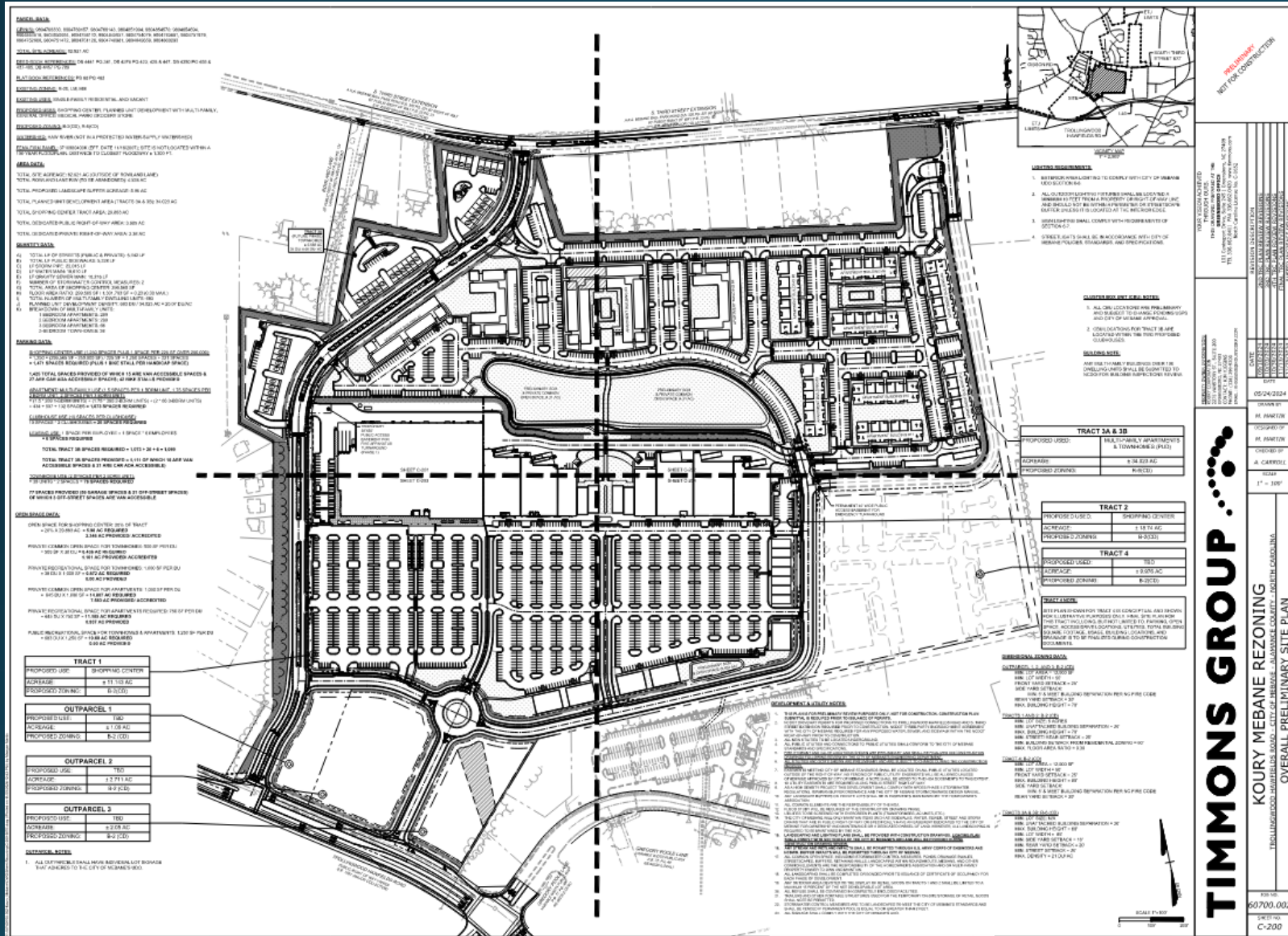
Conditions Requested for R-6 (CD):

- Maximum Density: 21 units/acre
- Maximum Building Height: 60'
- Alternative landscaping plan
- Private Recreation Area: +/- 0.937 acre
- Private Open Space: +/- 8.68 acres
 - 100% credit for stormwater pond
- Public Recreation Payment in Lieu
 - \$446,000 contribution being reduced by the value of the cost of sidewalk connectivity along S. Third Street Extension which will connect to existing sidewalk at The Villages at Copperstone



Additional Conditions:

- Design and construction of a new pump station to replace a pump station that has identified capacity constraints.
- Wastewater permitting for apartment units
- Revisions to utility easement and sidewalk along Public Road A.

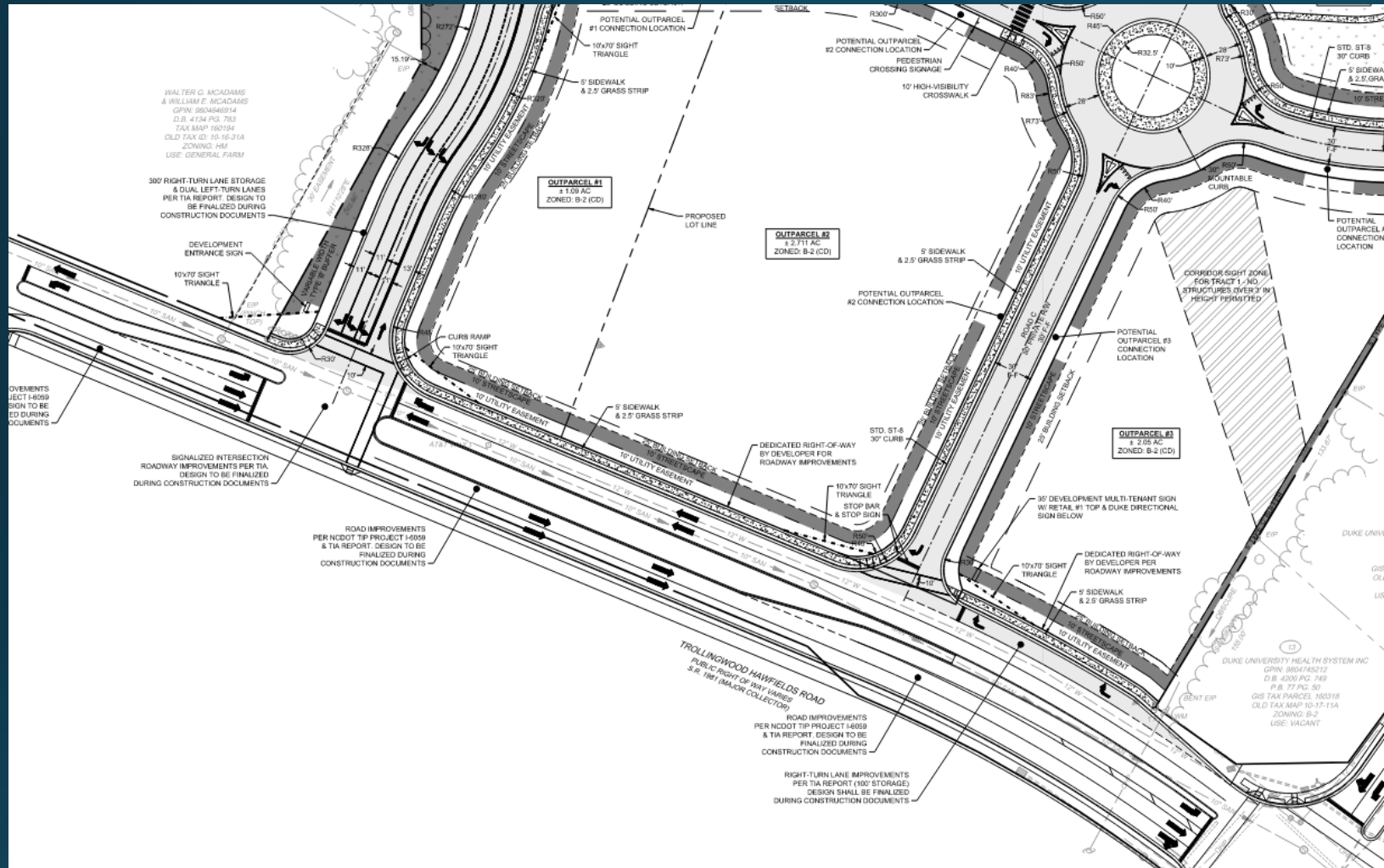


Koury Mixed-Use Development Conditional Zoning Request

Off-site Transportation Improvements:

The applicant is required to provide additional turn lanes on the eastbound and westbound ramps of the interchange and modify traffic signals to accommodate the additional lanes.

At the primary access on Trollingwood-Hawfields Road, the applicant must provide a traffic signal, with pedestrian signals and crosswalks. The NCDOT is requiring the second access to be a free-flow right-in only. Trollingwood-Hawfields Road must be widened to accommodate additional lanes





Applicant Presentation



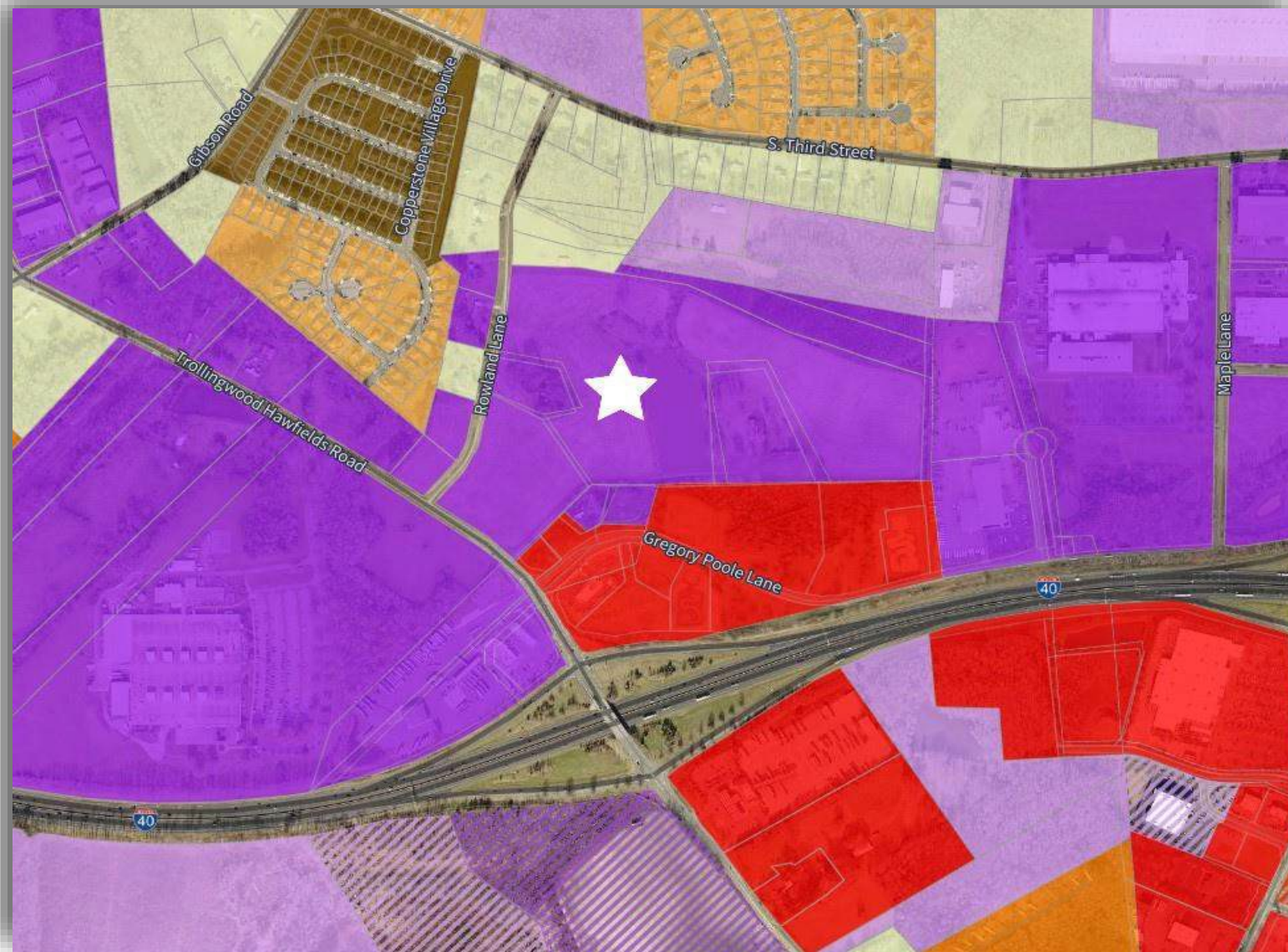
KOURY MEBANE MIXED USE DEVELOPMENT

RZ-24-12
Conditional Rezoning

City of Mebane
City Council
December 2, 2024

KOURY
CORPORATION
BUILDER & DEVELOPER

Current Zoning



Mixed Use or Industrial

Koury has extensive experience in premier mixed-use development, including Grandover Resort and Village at North Elm.

- An opportunity to bring dining and shopping options that are not currently in Mebane.
- Duke Health's current project on adjacent property presents an opportunity for a truly unique and special mixed-use development.
- Koury's has a well establish, long standing relationship with retail tenants.

Koury saw an opportunity for a signature mixed use development in Mebane . . .

MIXED USE VILLAGE



Mebane by Design

MEBANE BY DESIGN

Comprehensive Land Development Plan

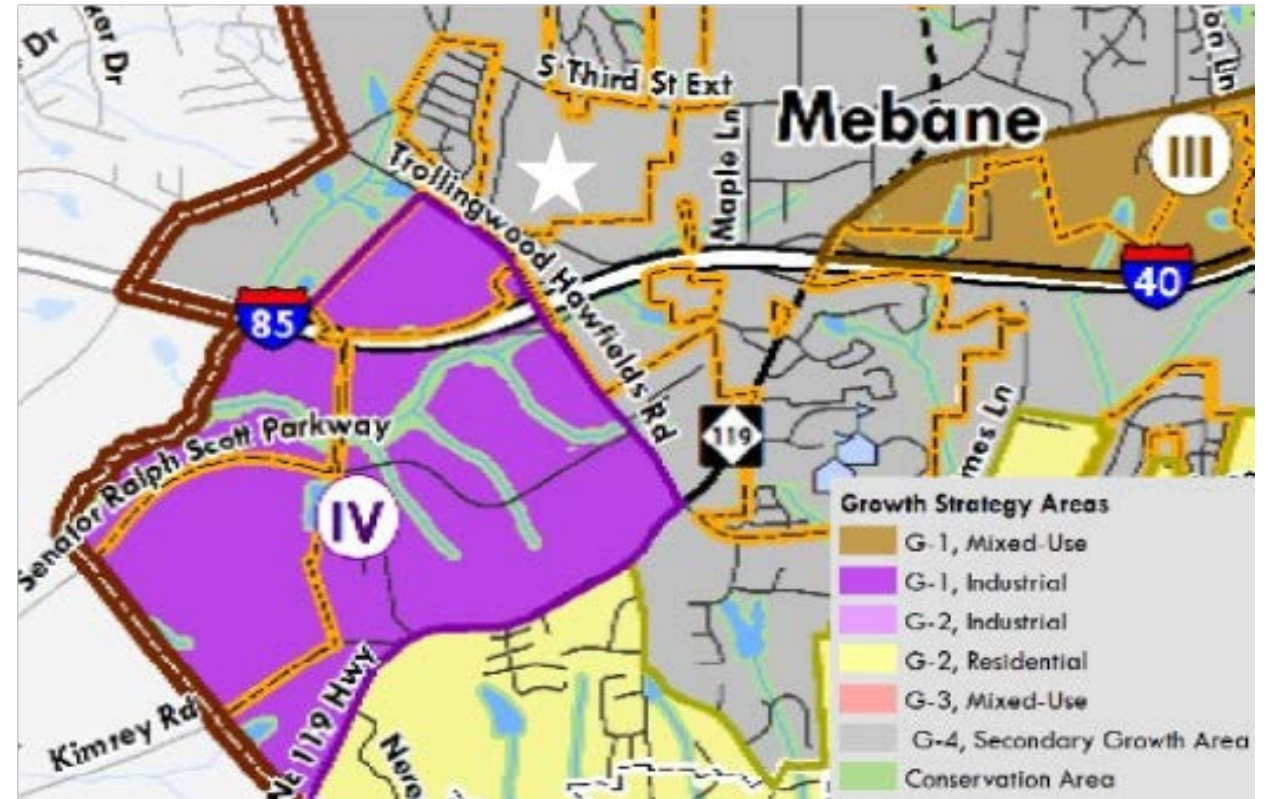
City of Mebane



FINAL REPORT

Adopted by Mebane City Council

May 1, 2017

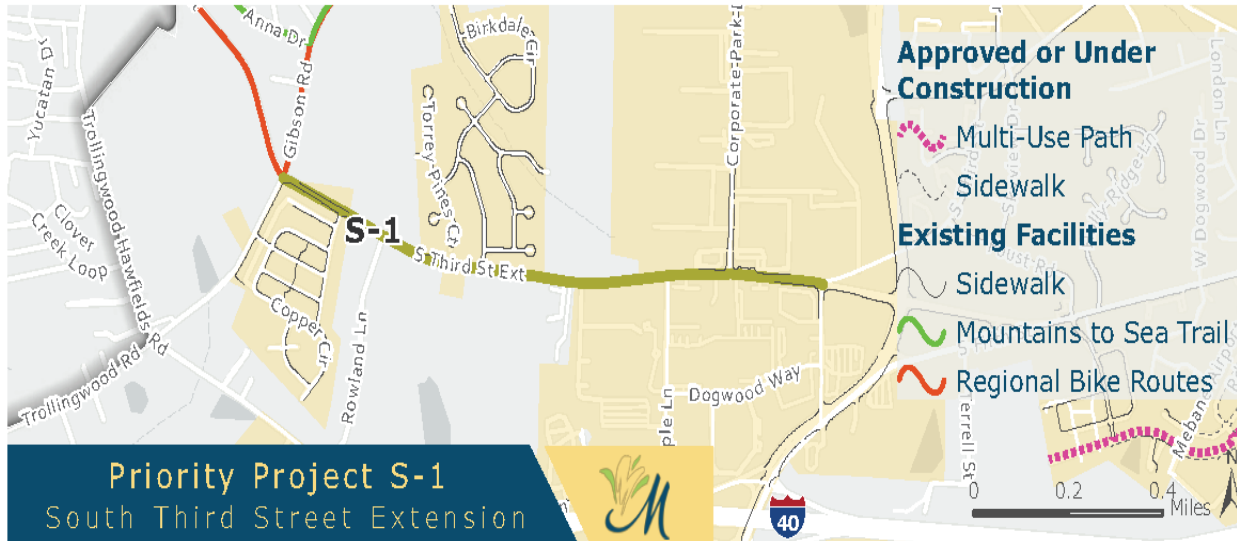


Located in the G-4 Secondary Growth Area. Identified as an area where the City is interested in supporting growth.

City of Mebane

2024 Bicycle & Pedestrian Transportation Plan

#6 PROJECT NAME: Third Street Extension PROJECT #: S-1



DESCRIPTION: This project will install additional sidewalk on S Third Street Extension to connect existing facilities. Sidewalk currently existing adjacent to the Copperstone and Governor's Green subdivision, as well as in front of several commercial buildings at Corporate Park Drive and Holmes Road intersection.

PURPOSE & NEED: The purpose of this project is to connection sections of existing sidewalk and to improve pedestrian safety and mobility along S Third Steet Extension for those currently using the paved shoulder.

Goal #3: Improve pedestrian connectivity by filling sidewalk gaps and providing crosswalks at intersections.

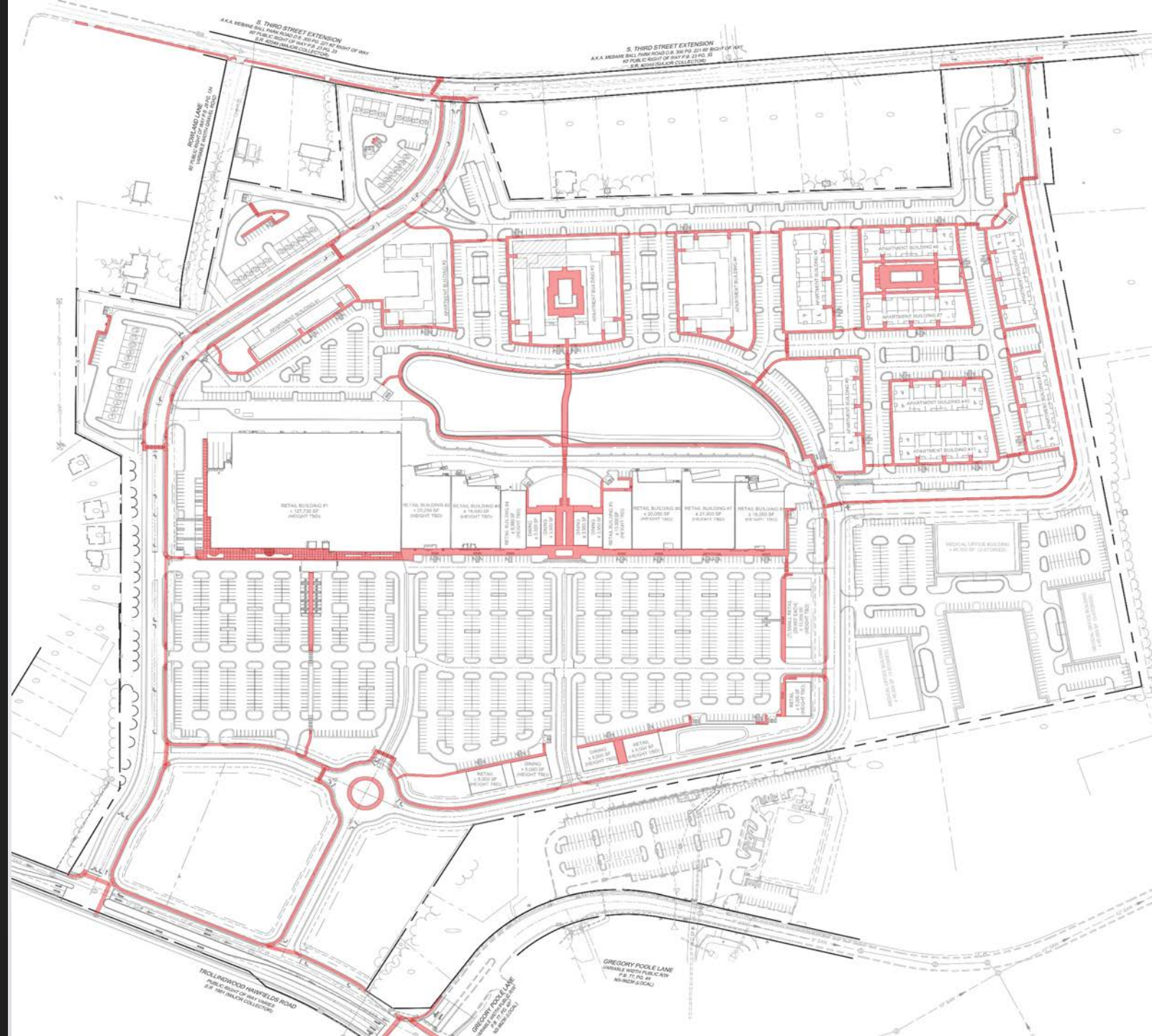
Significant Connectivity, Common Area, and Buffers

- The proposed site plan creates a walkable, interconnected pattern of streets & pedestrian connectivity to retail & residential uses.
- Approximately 21.5 acres of the 83-acre site will be landscape, common space, and buffers.
- Careful consideration to privacy, connections, hedge rows, visual impacts, fencing and other conditions.
- Gathering spaces and plazas will be found throughout the development as well as sidewalk and landscaped streetscapes. Green space and recreation amenities will be available to the multi-family residents & mixed-use residential residents as well.

CONNECTIVITY

The proposed site plan creates a walkable, interconnected pattern of streets & pedestrian connectivity to retail & residential uses.

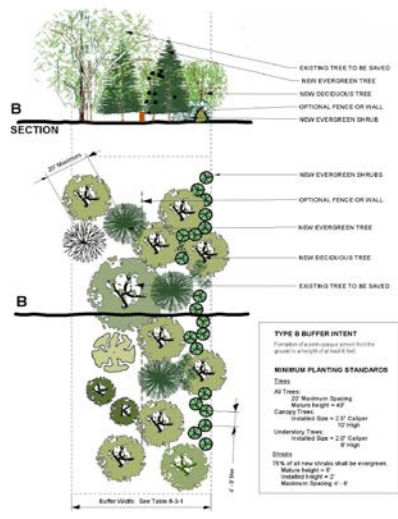
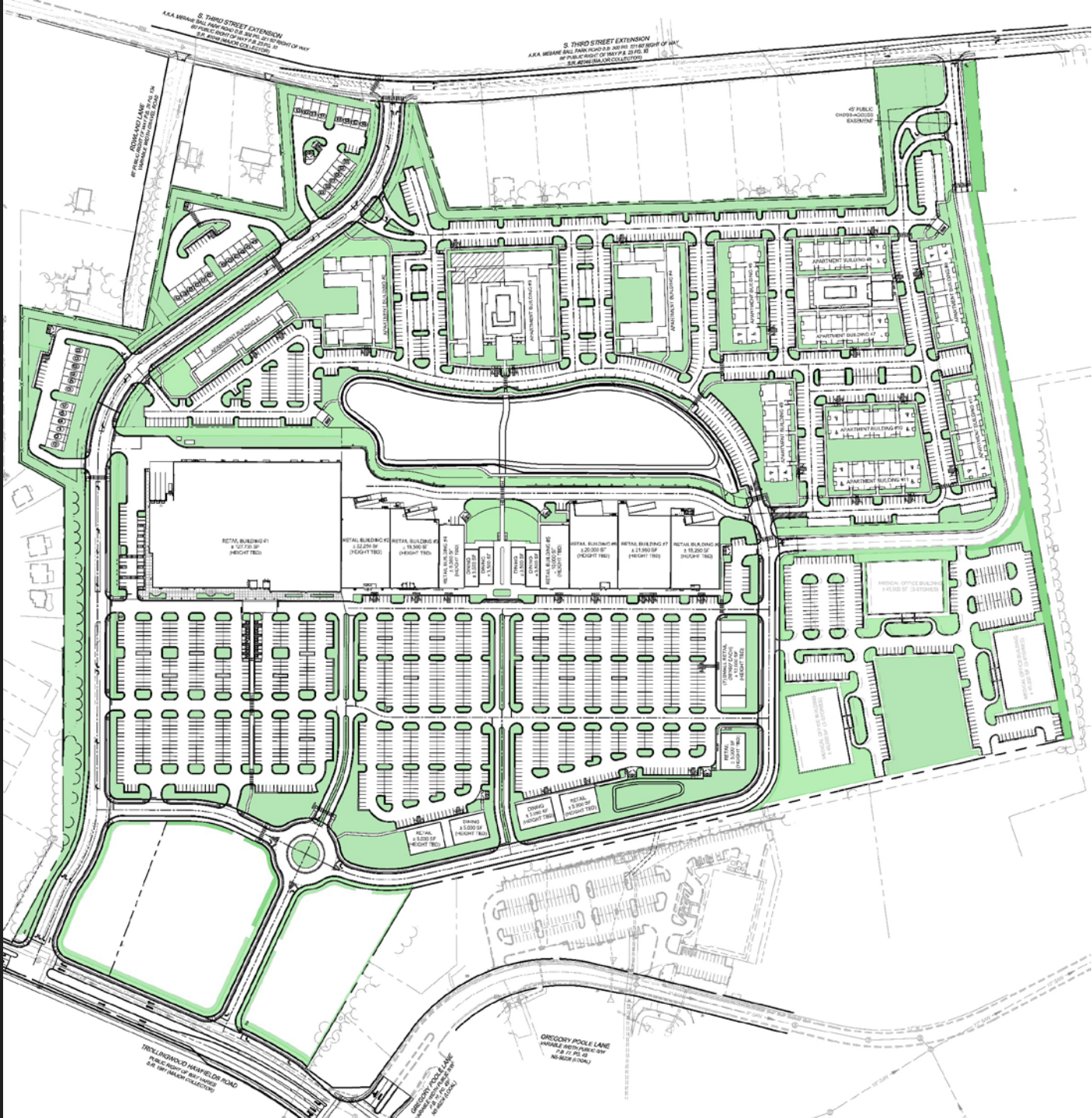
- Approximately 23,626 (4.47 mi) lineal feet of sidewalk.
- Of the total lineal feet described only 9, 311 lineal feet is required.
- Shopping and restaurants for neighbors in Copperstone Village and Glen at Governor Greens within walking distance.



LANDSCAPE, COMMON AREA, AND BUFFER

Dedicated to collaborating with the surrounding community to ensure that buffers are attractive and effective.

Buildings will largely be separated by high density vegetative buffers, streetscape, parking fields, or internal streets to further provide separation between uses.



Neighborhood Outreach

- Koury met with individual neighbors prior to submission of plans.
- Koury sent out 300 invitations to neighbors to join our November 7 meeting, of which approximately 35 neighbors attended
- Koury engaged with neighbors one-on-one and collectively to listen and understand their concerns.
- These meetings resulted in productive conversations.
- Koury has modified their draft plans to address neighbor's concerns.

Concerns by Neighbors

Neighbors' Concerns

- Buffers
- Security
- Light and Noise Pollution
- Increased Traffic

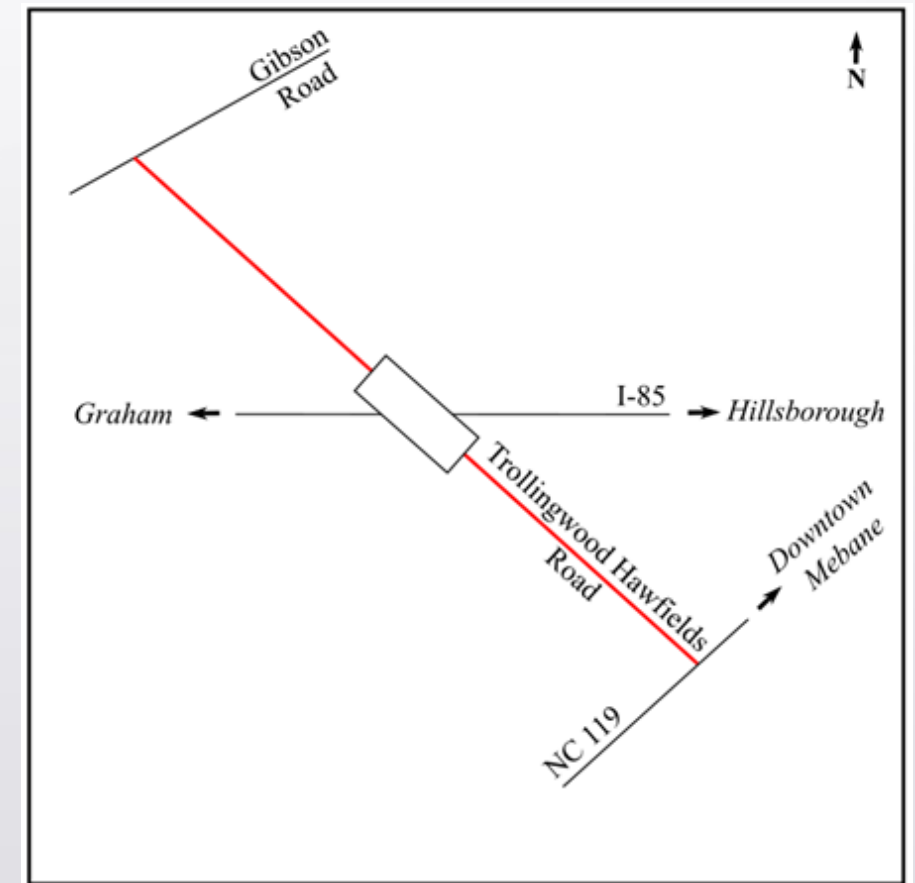
Koury Response

- Increased vegetative density in buffer and greater building separation.
- Gated Multi-Family Community
- Security Cameras and Surveillance
- All outdoor lighting will be designed and located to minimize light trespass on to adjacent properties.
- Project design isolates and insulates noise producing activities towards the core of the development, away from neighbors.
- The project's traffic design in conjunction with NCDOT interchange project will improve the flow of traffic.

Traffic & Transportation Improvements

- Davenport prepared a traffic impact analysis
- Significant traffic improvements will be made, that will support the goals of Mebane's Comprehensive Transportation Plan.
- In addition to the traffic and transportation improvements to be constructed by the developer. The NCDOT Project I-6059 will provide a diverging diamond interchange and widen Trollingwood-Hawfields Road at the interchange approaches extending northward to Gregory Poole Lane.
- The proposed traffic improvements have been reviewed by NCDOT and the City of Mebane Traffic Consultant to ensure all traffic and transportation impacts will be consistent with nearby improvements and will mitigate any concerns.

Mebane 2040 Comprehensive Transportation Plan Project #3 Trollingwood Hawfields Road Widening



Economic Benefits

- 1,232 New Jobs (1,200 Retail Employees; 32 Residential Employees)
- Annual Sales Tax for Commercial Development Conservatively Estimated at 9,267,084.99
- Estimate Annual Property Tax of \$1,195,950.00 to the County and \$943,500.00 to the City



SMALL SHOP RETAIL

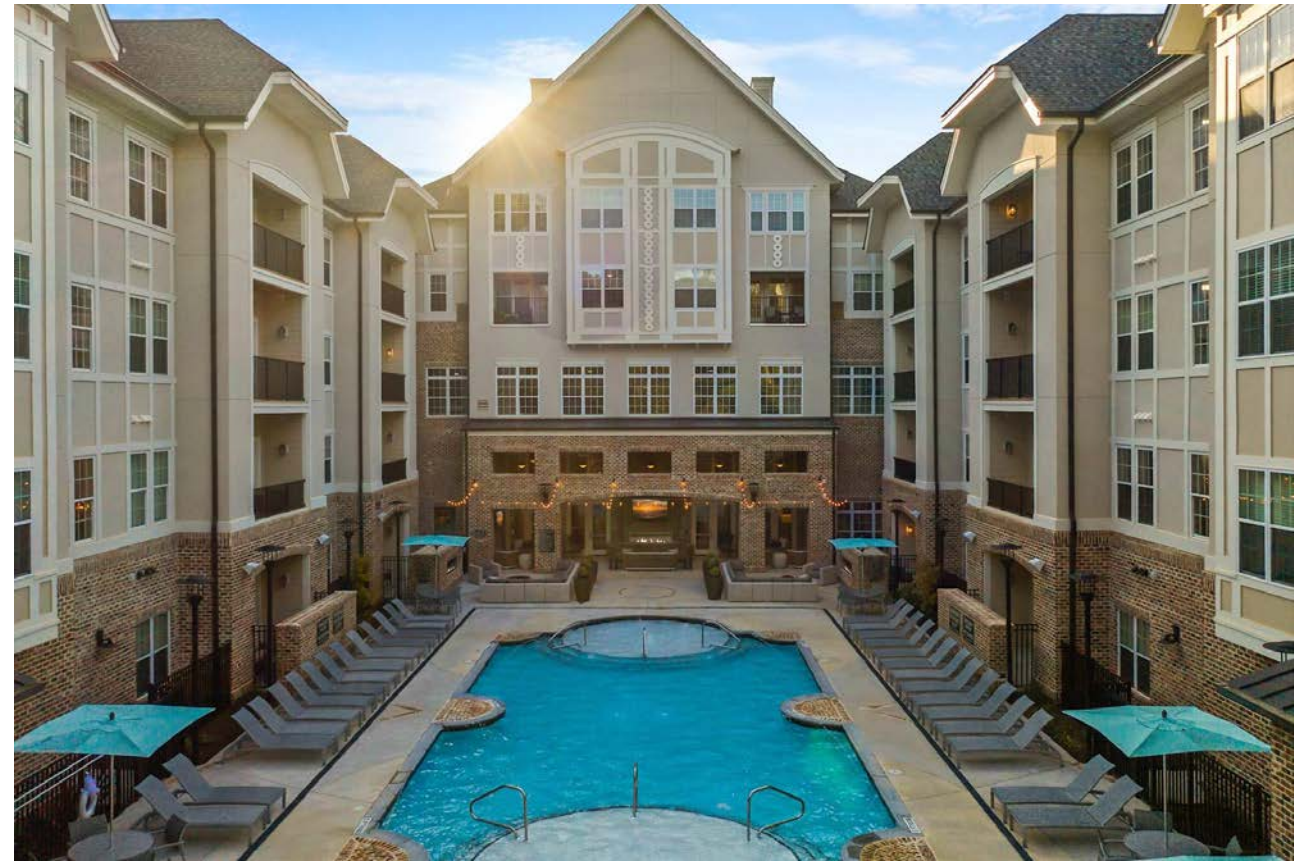
DINING PLAZA

“Blending small town charm with modern conveniences”





Townhome Design



Amenities

- Clubhouse with Fully Equipped Kitchen
- Complimentary Starbucks Coffee Bar & Bevi Water Cooler
- Resident Lounge & Game Room furnished with Scrabble, Shuffleboard, Pool & Card Tables
- Virtual Golf Simulator
- Business Center with Private Conference Rooms
- Comprehensive Fitness Center
- Yoga Studio with On-Demand Fitness Resort-Style
- Swimming Pool with Expansive Sundeck
- Outdoor Kitchen with Grilling Pavilions
- Fire Pit Lounge
- Walking Distance to Retail, Restaurants, & Services.
- Dog Park & Pet Spa
- Walking Trail
- Cornhole & Bocce Ball Court
- Secure Package Delivery Room with Luxer Self-Assist Technology & Cold Storage for Grocery or Flower Deliveries.
- Garage And Covered Parking
- Electric Car Charging Station
- Controlled Access/Gated Community
- On-Site Professional Management
- 24- Hour Emergency Maintenance Services
- Storage Units
- Monthly Resident Social Events

Outdoor Amenities



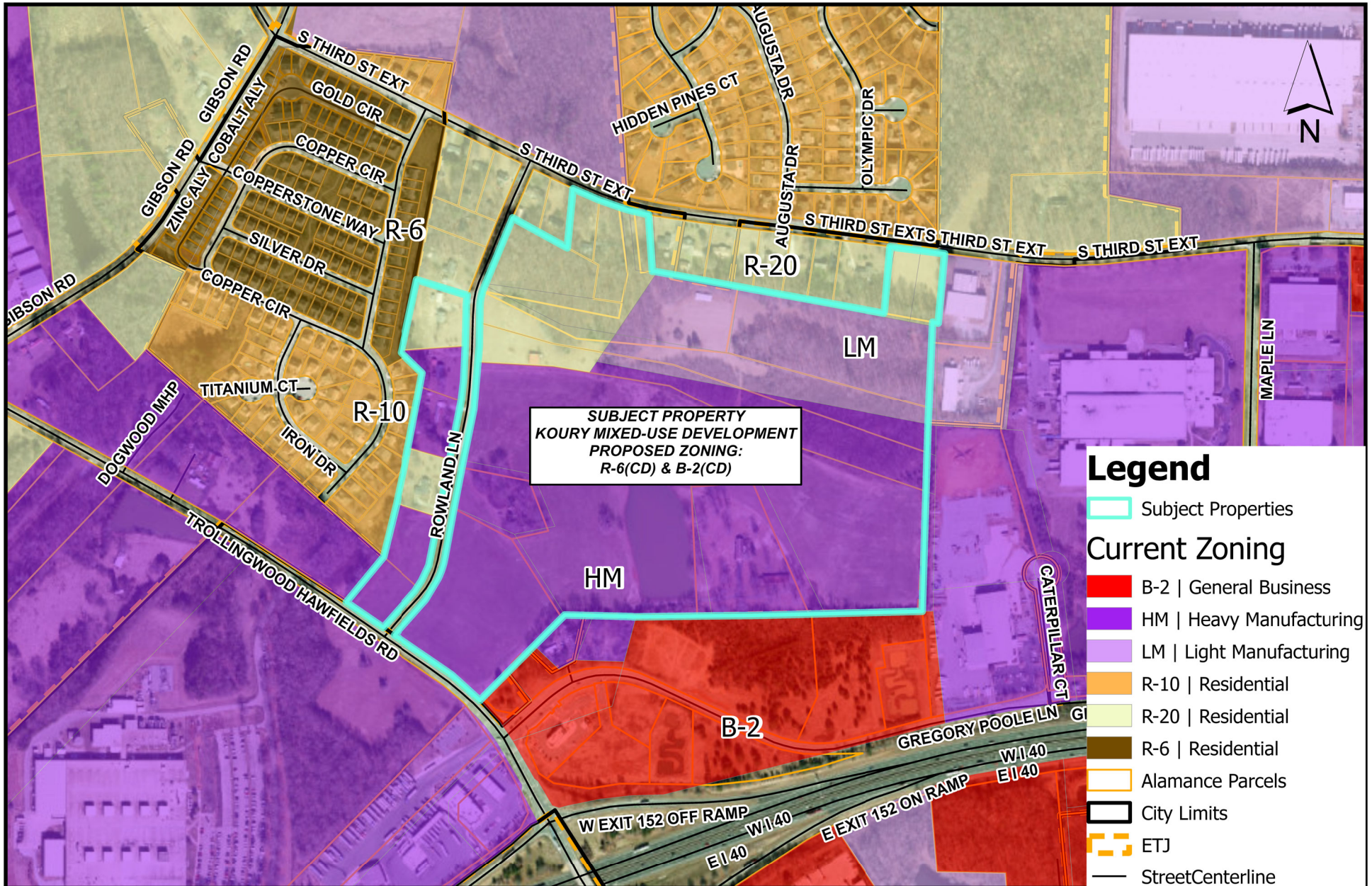
Indoor Amenities



THANK YOU.



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 2nd 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 1st Monday of each month at 6:00 p.m.



CITY OF MEBANE **ZONING MAP**

CONDITIONAL REZONING **KOURY MIXED-USE DEVELOPMENT**

1 inch = 600 feet

DATE: 10/30/24

DRAWN BY: BP

To access the site
plan, [**click here.**](#)

PLANNING PROJECT REPORT

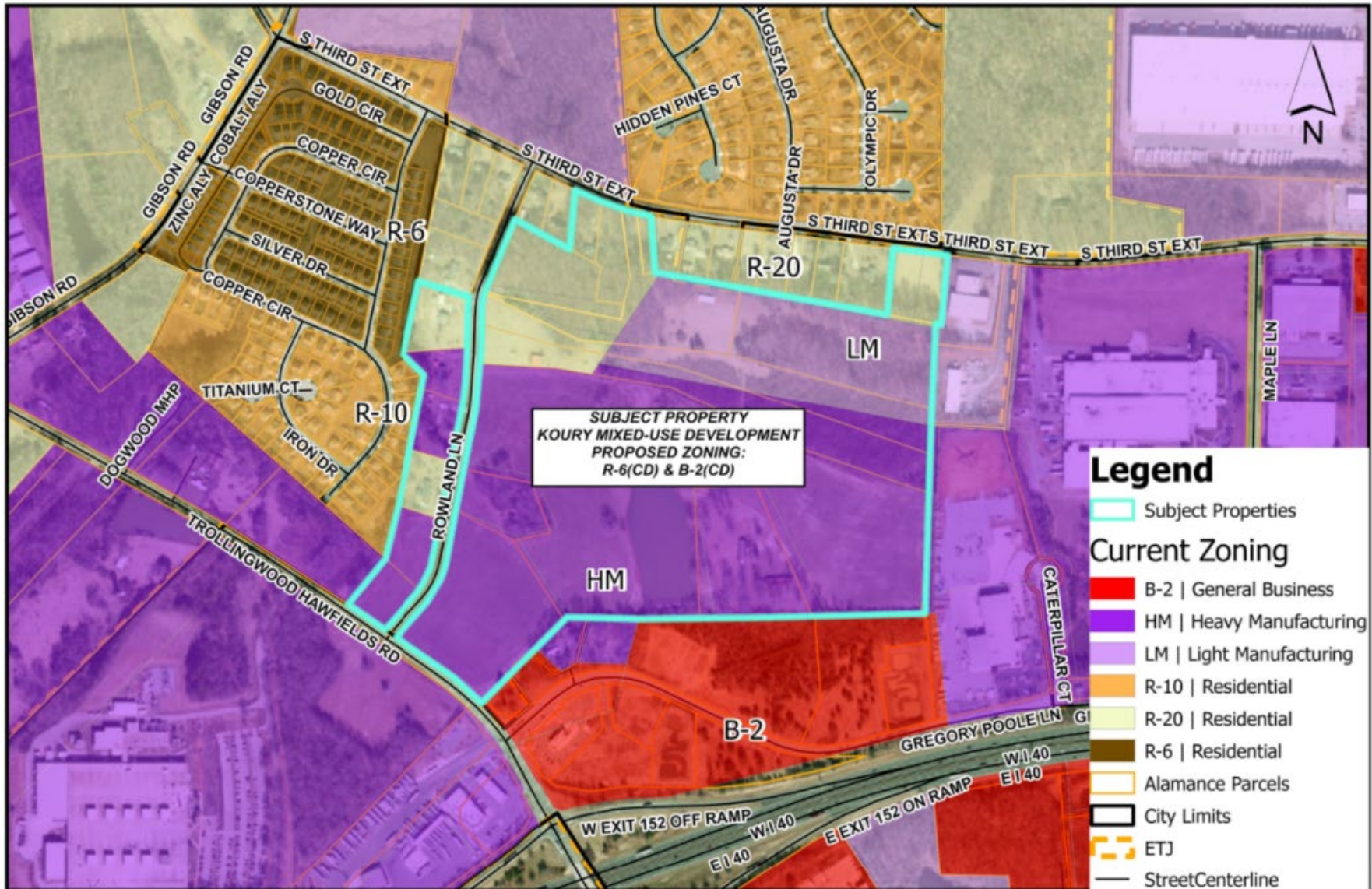
DATE	11/13/2024
PROJECT NUMBER	RZ 24-12
PROJECT NAME	Koury Mixed-Use Development
APPLICANT	Koury Corporation 2275 Vanstory Street Suite 200 Greensboro, NC 27403

CONTENTS

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UTILITIES REPORT.....	PAGE 8
STAFF ZONING REQUEST RECOMMENDATION	PAGE 10

ZONING REPORT

EXISTING ZONE	R-20, Residential; LM, Light Manufacturing; HM, Heavy Manufacturing
REQUESTED ACTION	B-2 (CD), General Business Conditional District R-6 (CD), Residential Conditional District
CONDITIONAL ZONE?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
CURRENT LAND USE	Single-Family Residential, Vacant
PARCEL SIZE	+/- 82.92 acres
PROPERTY OWNERS	Koury Corporation 2275 Vanstory Street, Suite 200 Greensboro, NC 27403
LEGAL DESCRIPTION	Request to rezone nineteen properties totaling +/- 82.92 acres located along Trollingwood-Hawfields Road, Rowland Lane, and S. Third Street Extension (GPINs: 9804649659, 9804740981, 9804751126, 9804751472, 9804752606, 9804751879, 9804758112, 9804768330, 9804769157, 9804743671, 9804754067, 9804858358, 9804845824, 9804858565, 9804859748, 9804852932, 9804766069, 9804963052, 9804860293), from R-20, LM, and HM to R-6 (CD) for a Planned Unit Development of 38 townhome and 645 apartment units and B-2 (CD) for a shopping center with outparcels by Koury Corporation.
AREA ZONING & DISTRICTS	Adjoining properties to the west are zoned R-6, R-10, R-20, and HM. Properties to the north are zoned R-20, R-10, and LM. The adjoining properties to the east and south are zoned HM and B-2.
SITE HISTORY	The site is largely vacant and includes single-family homes and associated structures. An environmental report prepared September 16, 2024, identifies and delineates a potentially non-jurisdictional wetland and potentially non-jurisdictional open water pond on the site. The U.S. Army Corps of Engineers will determine if these features are jurisdictional or non-jurisdictional.
STAFF ANALYSIS	
CITY LIMITS?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
PROPOSED USE BY-RIGHT?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
SPECIAL USE?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
EXISTING UTILITIES?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
POTENTIAL IMPACT OF PROPOSED ZONE	Most of the site is currently zoned HM, Heavy Manufacturing. This current zoning allows for several intensive industrial uses by right or with special use permit. The proposed B-2 (CD) zoning introduces a different type of impact via commercial zoning and a site-specific plan for a shopping center with outparcels. The proposed R-6(CD) zoning introduces greater residential density than existing and neighboring residential uses. The combination of commercial and residential zoning on the site promotes connectivity and walkability.



CITY OF MEBANE **ZONING MAP**

CONDITIONAL REZONING **KOURY MIXED-USE DEVELOPMENT**

DATE: 10/30/24

DRAWN BY: BP

1 inch = 600 feet

LAND USE REPORT

EXISTING LAND USE	Single-Family Residential, Vacant
PROPOSED LAND USE & REQUESTED ACTION	<p>The applicant is requesting to rezone nineteen properties totaling +/- 82.92 acres located along Trollingwood-Hawfields Road, Rowland Lane, and S. Third Street Extension (GPINs: 9804649659, 9804740981, 9804751126, 9804751472, 9804752606, 9804751879, 9804758112, 9804768330, 9804769157, 9804743671, 9804754067, 9804858358, 9804845824, 9804858565, 9804859748, 9804852932, 9804766069, 9804963052, 9804860293), from R-20, LM, and HM to R-6 (CD) for a Planned Unit Development of 38 townhome and 645 apartment units and B-2 (CD) for a shopping center with outparcels</p>
PROPOSED ZONING	B-2 (CD), General Business Conditional District R-6 (CD), Residential Conditional District
PARCEL SIZE	+/- 82.92 acres
AREA LAND USE	<p>The site is located between Trollingwood-Hawfields Road and S. Third Street Extension. Adjacent uses to the east include warehousing, equipment rental, a planned medical building, and vacant land. South of the site is GKN Driveline, a manufacturer of automobile components, and a truck and travel stop. Single-family residential uses are primarily to the north and the west.</p>
ONSITE AMENITIES & DEDICATIONS	<p>As shown on the site plan, a public street will be constructed with sidewalks on both sides of the street. All other internal roads will be private and will include sidewalks on at least one side. Sidewalks will be constructed on the site's frontages along Trollingwood-Hawfields Road and S. Third Street Extension. A sidewalk will be constructed to connect the development to existing sidewalk west of the site.</p> <p>Crosswalks and traffic calming measures will be provided within the development to accommodate pedestrian traffic. Additionally, the developer will install a high-visibility crosswalk across S. Third Street Extension and pedestrian signals and crosswalks with the signalized entrance on Trollingwood-Hawfields Road.</p> <p>The developer will build a new pump station next to an existing station known as the GKN pump station. The City will take ownership and maintenance of the new pump station, which will serve more than the proposed development. Additionally, the developer will construct a fire apparatus turnaround for Rowland Lane.</p> <p>Private amenities for the apartments include a pedestrian trail around and a pedestrian bridge over a proposed stormwater control measure, two clubhouses, and two pools.</p>

CONDITIONAL ZONE?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
DESCRIPTION OF PROPOSED CONDITIONS	<p>Residential Density: The applicant proposes a maximum residential density of 21 units per acre for the apartment development. The maximum density for the R-6 Zoning District is 14 units per acre.</p>
	<p>Open Space: The applicant proposes to provide +/- 2.11 acres or 7% open space for the proposed shopping center. The development standards for this land use require 20% open space, or +/- 6.04 acres. The applicant proposes to provide +/- 8.30 acres of private common open space, including full accreditation for the main stormwater control measure, for the Planned Unit Development of townhome and apartment buildings. Section 6-8.3 requires +/- 15.24 acres of private common open space for the PUD.</p>
	<p>Recreation Area: The applicant proposes to provide +/- 0.81 acre of private recreation space for the apartment buildings and no private recreation area for the townhome buildings. Section 6-8.2 requires +/- 11.1 acres of private recreation area for the apartments and +/- 0.87 acres of private recreation area for the townhomes. In lieu of providing the required +/- 19.6 acres of public recreation space, the applicant will make an estimated contribution of \$446,000 to the City of Mebane, with this \$446,000 contribution being reduced by the value of the cost of sidewalk connectivity along S. Third Street Extension which will connect to existing sidewalk at The Villages at Copperstone.</p>
	<p>Landscaping: The applicant requests approval of an alternative landscaping plan, with reduced streetscapes along all roadways and reduced perimeter buffering. Specific details of the streetscape and buffer widths are provided in the Summary Sheet.</p>
	<p>Parking: The applicant requests a minimal reduction in parking for the shopping center. The site plan shows 1,425 spaces as opposed to the required 1,470 spaces.</p>
	<p>Building Height: The applicant proposes a maximum height of 60' for the apartment buildings and 80' for future development of Tract 4. The maximum height is 50' for the R-6 Zoning District and 70' for the B-2 Zoning District.</p>
<p>Outparcels: The applicant proposes a restriction of uses for the outparcels, prohibiting ten uses as listed on the cover sheet of the site plan. Additionally, the applicant proposes a reduced streetscape and perimeter buffer for the outparcels.</p>	

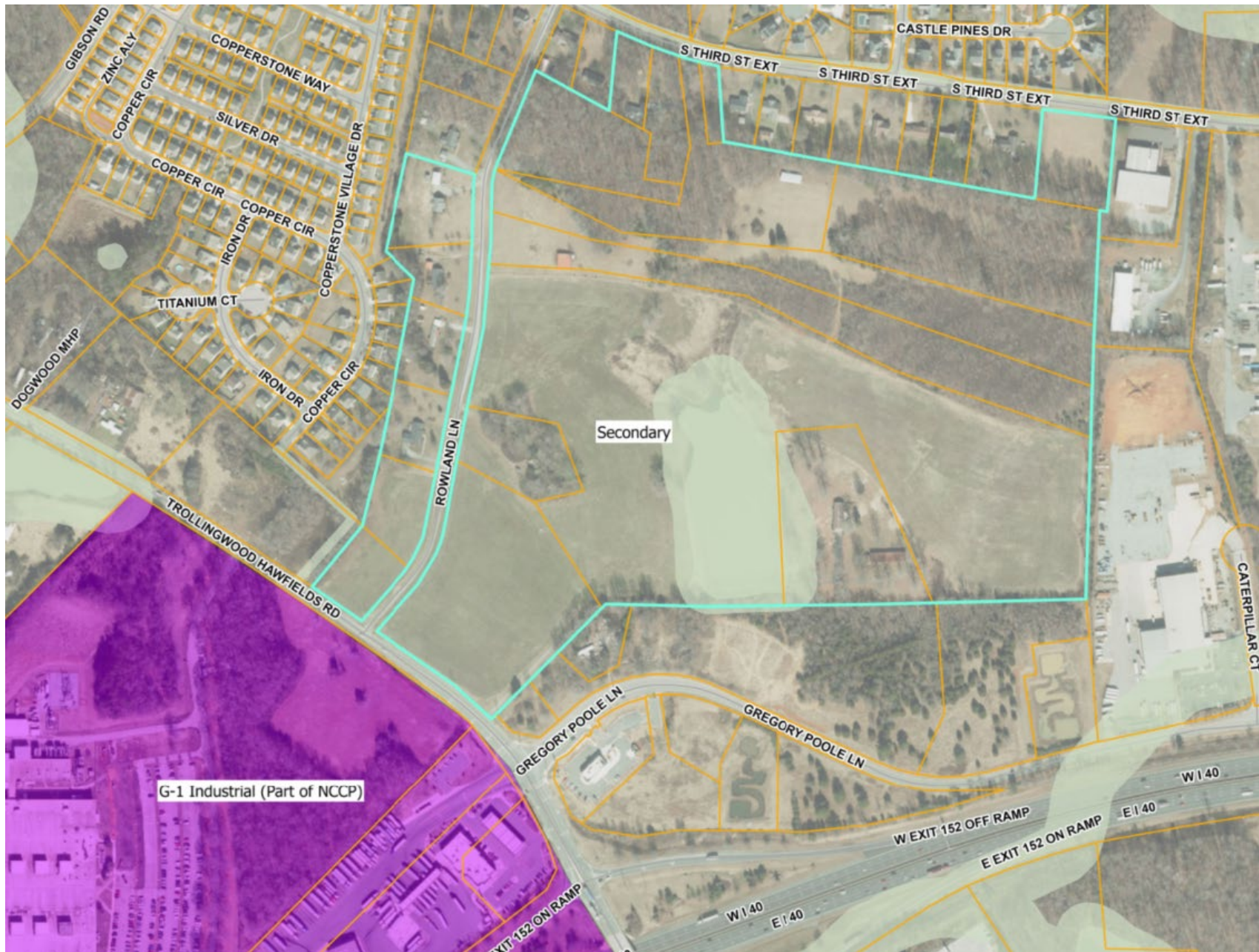
Tract 4: The applicant proposes a conceptual site design for Tract 4 as an example of the maximum intensity of a developed site. The applicant requests 10' streetscapes along the private roads and drives and a 25' rear setback. Development of this tract must meet requirements of the Mebane UDO, except for those listed as conditions with this request.

Pump Station: Design and construction of a new pump station will be required to serve the development. The developer will construct this new pump station, with the City reimbursing the developer consistent with the current oversizing policy. A developer agreement will include related terms and conditions. More specific details are provided on Sheet 200-A of the plan set.

Wastewater Permitting: As a condition of the approval of the apartments, wastewater for 357 apartment units may be allowed in a single calendar year expected no earlier than 2027. In addition, wastewater for the remaining 288 apartment units may be allowed in a single calendar year expected no earlier than 2029. This allowance exceeds the requirements of the City's accumulated paper flow policy. Staff is agreeable to this request.

Utility Easement & Sidewalk: A portion of Public Road A will not have a utility easement and sidewalk on the west side to accommodate turn lane and landscaping requirements.

CONSISTENCY WITH <i>MEBANE BY DESIGN</i> STRATEGY	
LAND USE GROWTH STRATEGY DESIGNATION(S)	G-4, Secondary Growth Area
OTHER LAND USE CONSIDERATIONS	
<i>MEBANE BY DESIGN</i> GOALS & OBJECTIVES SUPPORTED	Goal 1.6: Require that commercial development be pedestrian-friendly, supporting walking between differing land uses while also reducing parking requirements. Goal 2.1: Improve safety and confidence of pedestrian access across major streets, including I-40/85, US-70, NC-119, Mebane-Oaks Road and other highly traveled roadways.
<i>MEBANE BY DESIGN</i> GOALS & OBJECTIVES <u>NOT</u> SUPPORTED	



UTILITIES REPORT

AVAILABLE UTILITIES	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
PROPOSED UTILITY NEEDS	<p>The expected water use and wastewater flows are approximately 147,202 gallons per day. The developer proposes to connect to the City of Mebane's existing 12-inch water line on Trollingwood-Hawfields Road and looping by extension a public 12-inch water line along a proposed new public road and connecting to the City's existing 12-inch water line on S. Third Street Extension. Other public and private water lines are shown throughout the mixed-use development. The developer proposes to extend public sewer service from an existing 8-inch sanitary sewer main in Trollingwood-Hawfields Road along a proposed new public road. Additionally, the developer will extend 8-inch private sewer lines as shown throughout the development. The developer will design and construct a new pump station to replace an existing pump station, known as the GKN pump station, to serve the development.</p>
UTILITIES PROVIDED BY APPLICANT	<p>Applicant has pledged to provide all on-site utilities, as described in the City Engineer's Technical Memo.</p>
MUNICIPAL CAPACITY TO ABSORB PROJECT	<p>The City has adequate water supply to meet the domestic and fire flow demands of the project. Currently, the City does not have the wastewater capacity in the GKN pump station to serve the mixed-use development. Design and construction of a new pump station will be required to serve the development and is the responsibility of the developer, with the City reimbursing the developer for oversizing.</p>
CONSISTENCY WITH MEBANE LONG RANGE UTILITY PLAN?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
ADEQUATE STORMWATER CONTROL?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
INNOVATIVE STORMWATER MANAGEMENT?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
TRANSPORTATION NETWORK STATUS	
CURRENT CONDITIONS	<p>The development has two driveways on Trollingwood-Hawfields Road and two on S. Third Street Extension. Both roads are maintained by the NCDOT. Rowland Lane, which currently runs through the site, is a private road.</p> <p>This section of Trollingwood-Hawfields Road had an annual average daily traffic volume of 7,600 in 2023. S. Third Street Extension averaged 5,600 daily trips in 2023. From 2018-2022,</p>

	<p>surrounding intersections each recorded between 10 and 19 crashes, with 11 reported at Trollingwood-Hawfields Road and Gregory Poole Lane, 10 reported at Trollingwood-Hawfields Road and Gibson Road, and 13 reported at S. Third Street Extension and Gibson Road.</p> <p>NCDOT TIP I-6059 (I-40/85 and Trollingwood-Hawfields Road, Upgrade Interchange) is currently under development and will construct a Diverging Diamond Interchange (DDI) and widen Trollingwood-Hawfields Road on the approaches extending north to Gregory Poole Lane and south to Senator Ralph Scott Parkway. The project is scheduled for completion in 2027.</p>
<p>TRAFFIC IMPACT ANALYSIS REQUIRED?</p>	<p><input checked="" type="checkbox"/>YES <input type="checkbox"/>NO</p>
<p>DESCRIPTION OF RECOMMENDED IMPROVEMENTS</p>	<p>A number of off-site transportation improvements are required and provided in detail on the Summary Sheet. Additionally, the NCDOT has specified requirements for each access to the site along with minimum internal protected stem lengths.</p> <p>The applicant is required to provide additional turn lanes on the eastbound and westbound ramps of the interchange and modify traffic signals to accommodate the additional lanes.</p> <p>At the primary access on Trollingwood-Hawfields Road, the applicant must provide a traffic signal, with pedestrian signals and crosswalks. The NCDOT is requiring the second access to be a free-flow right-in only. Trollingwood-Hawfields Road must be widened to accommodate additional lanes, including dual northbound lanes, dual southbound lanes, a southbound exclusive left turn lane, and a northbound exclusive right turn lane.</p> <p>S. Third Street Extension must also be widened to accommodate additional lanes, including westbound exclusive left turn lanes at each entrance and eastbound exclusive right turn lanes at each entrance.</p> <p>In accordance with review of an additional analysis, the applicant is required to extend a private road to the eastern entrance on S. Third Street Extension and remove one driveway on Private Road B. City staff recommend separate left and right turn lanes on Private Road B at the intersection with Public Road A.</p>

CONSISTENCY WITH THE MEBANE
BICYCLE AND PEDESTRIAN
TRANSPORTATION PLAN?

☒YES ☐NO

MULTIMODAL IMPROVEMENTS
PROVIDED BY APPLICANT?

☒YES ☐NO

DESCRIPTION OF MULTIMODAL
IMPROVEMENTS

Sidewalks will be constructed on the site’s frontages along Trollingwood-Hawfields Road and S. Third Street Extension. A sidewalk will be constructed to connect the development to existing sidewalk west of the site.

Crosswalks and traffic calming measures will be provided within the development to accommodate pedestrian traffic. Additionally, the developer will install a high-visibility crosswalk across S. Third Street Extension to connect to the existing sidewalk network and will install pedestrian signals and crosswalks with the signalized entrance on Trollingwood-Hawfields Road.

Bicycle parking will be provided as required by the Mebane UDO.

STAFF RECOMMENDATION

STAFF ZONING
RECOMMENDATION

☒ APPROVE ☐ DISAPPROVE

STAFF SPECIAL USE FINDING

☐ CONSISTENT ☐ NOT CONSISTENT.....WITH *MEBANE BY DESIGN*

RATIONALE

The proposed development “Koury Mixed-Use Development” is consistent with the guidance provided within *Mebane By Design*, the Mebane Comprehensive Land Development Plan and is in harmony with surrounding uses.



Technical Memorandum

Date: November 13, 2024

To: Ashley Ownbey, Development Director

From: Franz Holt, P.E.

Subject: Koury Mebane Development Rezoning Plan – City Engineering Department review

City Engineering has reviewed preliminary site plans for Koury Mixed-use Development dated November 13, 2024, prepared by Adam Carroll, P.E. with the Timmons Group. Our technical review comments are as follows:

A. General Summary

1. The 82.921-acre site is proposed to be developed as a Shopping Center, Planned Unit Development with Multi-family Residential, and General Office/Medical Park/Grocery Store and three outparcels.
2. On-site stormwater controls will meet City of Mebane water quality treatment and storm water detention requirements.
3. The City of Mebane's public water and sewer lines are accessible for extension to serve the development.
4. Sidewalks will be constructed along public and private roadway improvements. Where public the sidewalks will be maintained by the City of Mebane.
5. Street Access includes a public roadway extension (City of Mebane) connecting Trollingwood-Hawfields Road (signalized intersection) to S. Third Street Extension. Private roadway connections are proposed to Trollingwood-Hawfields Road and to S. Third Street Extension. Turn-lanes are required by the City and NCDOT at all roadway connections. Cross access connection with Duke Health is recommended to gain access to Gregory Poole Drive. Easements and right-of-way will be required for offsite improvements and are the developer's responsibility to acquire.
6. NCDOT plan approvals, driveway permits, and encroachment agreements are needed for the proposed improvements at S. Third Street Extension and Trollingwood-Hawfields Road, both being NCDOT roadways.
7. The planned NCDOT TIP Project I-6059 provides for improvements to the I-40/85 Interchange ending at Gregory Poole Lane and Senator Ralph Scott Parkway.



B. Availability of City Water and Sewer

Engineering has reviewed the preliminary water and sewer system layout and find them acceptable meeting City standards based on the following:

1. Water system – The developer proposes to connect to the City of Mebane’s existing 12-inch water line on Trollingwood-Hawfields Road and looping by extension a public 12-inch water line along a proposed new public road and connecting to city’s existing 12-inch water line on S. Third Street Extension. Other public and private water lines are shown throughout the mixed-use development. Appropriate valves, fire hydrants, meters, and backflow prevention device locations along with line sizes will be included with the site construction drawing submittals.

The expected water use is approximately 147,202 gallons per day. The calculations are shown on the plans. NCDEQ 2T rules were used to estimate use. The city has adequate water supply available to meet the project’s domestic demand and fire flow requirements.

2. Sanitary Sewer system – The developer proposes to extend public sewer service from an existing 8-inch sanitary sewer main in Trollingwood-Hawfields Road along a proposed new public road. Additionally, the developer will extend 8-inch private sewer lines as shown throughout the development. Appropriate sanitary sewer manhole spacing will be finalized with the site construction drawing submittals. Wastewater flows are approximately 147,202 gallons per day taken from the NCDEQ 2T rules for the proposed uses. Currently the city does not have the wastewater capacity in the GKN pump station to serve the mixed-use development. It is expected that the GKN force main reroute to the Graham WWTP (a planned City of Mebane project) will provide added wastewater capacity which may be used to serve Phase 1 (Shopping Center) and Phase 2 (outparcels) if available. At a minimum Phase 3 residential uses (apartments and townhomes) will require the design and construction of a new build GKN Pump Station next to the current pump station on Gregory Poole Lane. The new build of the GKN pump station will be constructed by the developer with city reimbursement per the city’s current oversizing policy. A developer agreement will include related terms and conditions. Downstream facilities (sewer gravity mains/pump stations/force mains/WWTP) have adequate capacity to serve the proposed mixed-use development and current wastewater flow.



3. As a condition of the approval of the apartments, wastewater for 357 apartments units may be allowed in a single calendar year expected no earlier than 2027. In addition, wastewater for the remaining 288 apartment units may be allowed in a single calendar year expected no earlier than 2029. This allowance exceeds the requirements of the city's accumulated paper flow policy; however, staff is agreeable to this developer request due to the number of units in each building not fitting the policy and the timing at which the developer intends to construct these buildings with tributary flow, which is typically less than permitted, coming online earlier in the process.

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 Back-Creek Watershed below the dam. This type of watershed classification (Class V) does not have density restrictions or built upon area 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 which is a stand-alone ordinance titled the Phase II Stormwater Post Construction Ordinance (SPCO). The standards in the UDO are general standards as the Ordinance itself provides detailed standards. The SPCO does apply to this project as more than one acre is being disturbed. Built upon areas of 24% will require engineered stormwater control measures (scms) which are shown or noted on the preliminary site plans. Where 2 ft. of water is pooled fencing will be required. Post construction stormwater runoff peak discharges can be no more than predevelopment discharge rates for the 10-year designed storm event (the minimum requirement). However, a flood study is required with construction drawings which may indicate larger stormwater detention requirements to mitigate downstream impacts. Water quality treatment is required for the runoff from a 1-inch rain.



D. Storm Drainage System

The UDO provides requirements for storm drainage systems. The site plans include a storm drainage system layout that shows certain pipe locations, inlets, and all being directed to the engineered stormwater control devices where the stormwater runoff is treated and detained before release to downstream properties.

E. Street Access and TIA

A TIA was completed by the developer's traffic engineer, Davenport and reviewed by the City of Mebane's private traffic consultant (VHB) in conjunction with the NCDOT Graham Local District Office and Congestion Management Office in Raleigh.

NCDOT Findings and Requirements:

Based on the information provided, and as a condition of the pending driveway permit, the developer will be required to construct the following road improvements to mitigate the anticipated impacts of site traffic. Unless otherwise specified, the applicant shall complete and place into operation all required road improvements prior to opening the development access to public traffic. As noted above, the City of Mebane may have additional requirements.

I-40 and Trollingwood Hawfields Road Interchange:

NCDOT project I-6059 will provide a DDI interchange and widen Trollingwood Hawfields Road at the interchange approaches extending northward to Gregory Poole Lane. With the addition of the proposed development traffic, additional mitigation is required.

- Provide a second left-turn lane on the eastbound off-ramp with a minimum of 400' of full width storage and appropriate transition per NCDOT requirements.
- Provide a second right-turn lane on the westbound off-ramp with a minimum of 400' of full width storage and appropriate transition per NCDOT requirements.
- Modify traffic signals to accommodate the proposed laneage.

Trollingwood Hawfields Road and Site Access 1:

- Provide a connected and coordinated traffic signal
- Provide dual northbound thru lanes extending from Gregory Poole Lane with the right-most lane terminating as a right turn lane at Access 1.
- Provide dual southbound thru lanes extending a minimum of 300' north of the Access 1 and extending to Gregory Poole Lane.
- Provide a southbound exclusive left turn lane with a minimum of 150' of full storage and appropriate transitions per NCDOT requirements.
- Provide a site access with one ingress lane and three egress lanes consisting of a full length exclusive left turn lane, a second exclusive left turn lane with 350' of full storage and appropriate transitions and an exclusive right turn lane with a minimum of 300' of full storage and appropriate transitions.
- Provide a minimum internal protected stem length (IPS) of 350'.



Trollingwood Hawfields Road and Site Access 2:

- Provide a free-flow right-in-only access with appropriate channelization and traffic controls.
- Provide a northbound exclusive right turn lane with a minimum of 150' of full storage and appropriate transitions per NCDOT requirements.
- Provide a minimum IPS of 100'.

Third Street Extension and Site Access 3:

- Provide a westbound exclusive left turn lane with a minimum of 100' of full storage and appropriate transitions per NCDOT requirements.
- Provide an eastbound exclusive right turn lane with a minimum of 100' of full storage and appropriate transitions per NCDOT requirements.
- Provide a stop-controlled site access with one ingress lane and two egress lanes consisting of a continuous left turn lane and a continuous right turn lane.
- Provide a minimum IPS of 100'.

Third Street Extension and Site Access 4:

- Provide a westbound exclusive left turn lane with a minimum of 100' of full storage and appropriate transitions per NCDOT requirements.
- Provide an eastbound exclusive right turn lane with a minimum of 100' of full storage and appropriate transitions per NCDOT requirements.
- Provide a stop-controlled site access with one ingress lane and one egress lane.
- Provide a minimum IPS of 100'.

Cross-Access Connectivity:

Provision of cross access with the adjacent properties is encouraged to accommodate internal connectivity and improve distribution of existing and future traffic volumes on the adjacent public road network.

Multi-modal and Streetscape Enhancements:

Any locally stipulated multi-modal enhancements including but not limited to sidewalk, bike lanes, bus pull offs, lighting, landscaping etc. on State maintained routes are subject to NCDOT requirements and approval through the encroachment process.

A 3-lane public road 41' b-b curb and gutter is proposed to be constructed connecting Trollingwood-Hawfields Road to S. Third Street Extension. A typical section of the roadway is provided with the preliminary site plans and includes 5' wide public sidewalks. This roadway will become a city street when completed to Mebane requirements and is the primary access to the proposed shopping center, townhomes, and apartments. Private roadways and parking lots will also serve the shopping center, outparcels, apartments and the future medical office and meeting the requirements for emergency service access.

F. Construction Plan Submittal

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

To access the traffic
impact analysis (TIA),
[click here.](#)



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

J. R. "JOEY" HOPKINS
SECRETARY

November 5, 2024

ALAMANCE COUNTY

Mr. Nick Liguori, PE
DAVENPORT
1100 Boulders Parkway, Suite 100
Richmond, VA, 23225

Subject: Proposed Mebane Commercial Development
Located on Trollingwood Hawfields Road (SR 1981)
and Third Street Extension (SR 2049)
-Review of Traffic Impact Analysis (TIA)

Dear Mr. Liguori,

NCDOT staff have completed review of the above subject. Based on the information provided, and upon conferring with the City of Mebane we offer the following comments with regard to the State road network. Please be aware that the City of Mebane may have additional comments and requirements for streets on their municipal system and the proposed internal public streets.

General:

The proposed multi-use development is located on the east side of Trollingwood Hawfields Road near the northeast quadrant of the I-40/85 and Trollingwood Hawfields Road interchange and consists of approximately 292,480 SF of retail and restaurant, 112,500 SF medical office, 100 townhomes and 600 apartments. The site is to be developed in two phases with the commercial component completed in 2027 and the residential component completed in 2028. The site is expected to generate approximately 33,129 unadjusted daily trips upon buildout. The site is to be accessed via four proposed driveway and street connections consisting of a right in-right out access on Trollingwood Hawfields Road approximately 315' north of Gregory Poole Lane, a signalized full-movement access on Trollingwood Hawfields Road located approximately 780' north of Gregory Poole Lane, a full-movement access located on Third Street Extension approximately 1700' east of Gibson Road, and a full-movement access on Third Street Extension approximately 3050' east of Gibson Road.

Mailing Address:
NC DEPARTMENT OF TRANSPORTATION
DIVISION 7, DISTRICT 1
PO BOX 766
GRAHAM, NC 27253-0766

Telephone: (336) 570-6833
Fax: (336) 570-6873
Customer Service: 1-877-368-4968

Location:
115 EAST CRESCENT SQUARE DRIVE
GRAHAM, NC 27253

Website: www.ncdot.gov

Committed Improvements By Others:

NCDOT TIP U-6013 (Widen NC 119 from I-40/85 to Trollingwood Hawfields Road to multi-lanes) is currently scheduled for completion in 2031 which is beyond the buildout schedule of the proposed development.

NCDOT TIP I-6059 (I-40/85 and Trollingwood Hawfields Road, Upgrade Interchange) is currently under development and will construct a Diverging Diamond Interchange (DDI) and widen Trollingwood Hawfield Road on the approaches extending north to Gregory Poole Lane and south to Senator Ralph Scott Parkway. The project is scheduled for completion in 2027 and was considered in the analysis. To the extent practicable, impacts and mitigations associated with this development shall be coordinated with this project.

A number of approved developments and the associated committed road improvements as identified in the TIA were also considered in the analysis.

Findings and Requirements:

Based on the information provided, and as a condition of the pending driveway permit, the developer will be required to construct the following road improvements to mitigate the anticipated impacts of site traffic. Unless otherwise specified, the applicant shall complete and place into operation all required road improvements prior to opening the development access to public traffic. As noted above, the City of Mebane may have additional requirements.

I-40 and Trollingwood Hawfields Road Interchange:

As noted, NCDOT project I-6059 will provide a DDI interchange and widen Trollingwood Hawfields Road at the interchange approaches extending north to Gregory Poole Lane and south to Senator Ralph Scott Parkway. With the addition of the proposed development traffic, additional mitigation is required.

- Provide a second left-turn lane on the eastbound off-ramp with a minimum of 400' of full width storage and appropriate transition per NCDOT requirements.
- Provide a second right-turn lane on the westbound off-ramp with a minimum of 400' of full width storage and appropriate transition per NCDOT requirements.
- Modify traffic signals to accommodate the proposed laneage.

Trollingwood Hawfields Road and Site Access 1:

- Provide a connected and coordinated traffic signal
- Provide dual northbound thru lanes extending from Gregory Poole Lane with the right-most lane terminating as a right turn lane at Access 1.
- Provide dual southbound thru lanes extending a minimum of 300' north of the Access 1 and extending to Gregory Poole Lane.

- Provide a southbound exclusive left turn lane with a minimum of 150' of full storage and appropriate transitions per NCDOT requirements.
- Provide a site access with one ingress lane and three egress lanes consisting of a full length exclusive left turn lane, a second exclusive left turn lane with 350' of full storage and appropriate transitions and an exclusive right turn lane with a minimum of 300' of full storage and appropriate transitions.
- Provide a minimum internal protected stem length (IPS) of 350'.

Trollingwood Hawfields Road and Site Access 2:

- Provide a free-flow right-in-only access with appropriate channelization and traffic controls.
- Provide a northbound exclusive right turn lane with a minimum of 150' of full storage and appropriate transitions per NCDOT requirements.
- Provide a minimum IPS of 100'.

Third Street Extension and Site Access 3:

- Provide a westbound exclusive left turn lane with a minimum of 100' of full storage and appropriate transitions per NCDOT requirements.
- Provide an eastbound exclusive right turn lane with a minimum of 100' of full storage and appropriate transitions per NCDOT requirements.
- Provide a stop-controlled site access with one ingress lane and two egress lanes consisting of a continuous left turn lane and a continuous right turn lane.
- Provide a minimum IPS of 100'.

Third Street Extension and Site Access 4:

- Provide a westbound exclusive left turn lane with a minimum of 100' of full storage and appropriate transitions per NCDOT requirements.
- Provide an eastbound exclusive right turn lane with a minimum of 100' of full storage and appropriate transitions per NCDOT requirements.
- Provide a stop-controlled site access with one ingress lane and one egress lane.
- Provide a minimum IPS of 100'.

Cross-Access Connectivity:

Provision of cross access with the adjacent properties is encouraged to accommodate internal connectivity and improve distribution of existing and future traffic volumes on the adjacent public road network.

Multi-modal and Streetscape Enhancements:

Any locally stipulated multi-modal enhancements including but not limited to sidewalk, bike lanes, bus pull offs, lighting, landscaping etc. on State maintained routes are subject to NCDOT requirements and approval through the encroachment process.

General Requirements:

It is necessary to obtain an NCDOT driveway permit and/or encroachment agreement(s) prior to performing work on the NCDOT right of way. As a condition of the agreement, the applicant shall be responsible for design and construction of the above stipulated improvements in accordance with NCDOT requirements. An approved permit will be issued upon receipt of applicable approved roadway and signal construction plans, and any necessary performance and indemnity bonds.

The applicant shall dedicate any additional right of way necessary to accommodate the required road improvements or future improvements as stipulated.

The applicant shall verify that the proposed street and driveway connections provide for adequate vertical and horizontal sight distances in accordance with NCDOT requirements.

The applicant shall assess constructability of the required improvements and propose alternatives for consideration by the Department and local jurisdiction if determined to not be feasible.

Intersection radii and geometry shall be designed to accommodate turning movements of the largest anticipated vehicle.

All pavement markings shall be long life thermoplastic. Pavement markers shall be installed if they previously existed on the roadway.

The applicant shall be responsible for the installation and relocation of any additional highway signs that may be necessary due to these improvements and shall comply with the requirements of the MUTCD.

Feel free to contact me if you have any questions.

Sincerely,
DocuSigned by:

C. N. Edwards Jr., PE

CR9BB966F8A458
C. N. Edwards Jr., PE

District Engineer

Cc: W.R. Archer, III, PE, Division Engineer
B. K. Ketner, PE, Project Team Lead- Division 7
D.M. McPherson, Division Traffic Engineer
N.C. Lineberger, PE, Congestion Management Regional Engineer
City of Mebane



Memorandum

To: Ashley Ownbey
Development Director
City of Mebane
106 East Washington Street
Mebane, NC 27302

Date: November 12, 2024

Project #: 39785.00, Task 01

From: Andrew Topp, PE, PTOE

Re: Mebane Commercial Traffic Impact Analysis
Mebane, NC

A Traffic Impact Analysis (TIA) was prepared by Davenport for the proposed Mebane Commercial development located on the east side of Trollingwood Hawfields Road to the north of Gregory Poole Lane in Mebane, North Carolina. VHB is contracted by the City of Mebane to conduct an independent review of the Mebane Commercial development TIA. This memo provides a list of critical findings, following by an in-depth summary of study assumptions and analysis results.

List of Mitigation Recommendations

The following corridor and interchange improvements were identified as part of I-6059 as a shared responsibility between Bec-ee's, NCDOT, and this development:

- › Trollingwood Hawfields Road and I-40/I-85 Eastbound Ramps (DDI Ramp Terminal)
 - Construct the eastbound approach with a continuous left-turn lane and dual 400-foot right-turn lanes.
 - Construct the northbound approach with a dual through lanes and a single 400-foot right-turn lane.
 - Construct the southbound approach with a dual through lanes and a single 100-foot left-turn lane.
- › Trollingwood Hawfields Road and I-40/I-85 Westbound Ramps (DDI Ramp Terminal)
 - Construct the westbound approach with a continuous left-turn lane, 400-foot left-turn lane and 400-foot right-turn lane.
 - Construct the northbound approach with a dual through lanes and a single 100-foot left-turn lane.
 - Construct the southbound approach with a dual through lanes and a continuous right-turn lane.
- › Trollingwood Hawfields Road between I-40/I-85 interchange and Site Access 1
 - Provide two northbound and two southbound through lanes.

The following summarizes additional mitigation measures for the development with items in **red** denoting measures that should be considered in addition to mitigation measures that have been identified within the Mebane Commercial TIA:

- › Trollingwood Hawfields Road and I-40 Eastbound Ramps
 - On I-40 Eastbound off-ramp provide a second left-turn lane with 400 feet of storage and appropriate deceleration and taper.
- › Trollingwood Hawfields Road and I-40/I-85 Westbound Ramps
 - On I-40 Westbound off-ramp provide a second right turn lane with 400 feet of storage and appropriate deceleration and taper.
- › Trollingwood Hawfields Road and Site Access 1
 - Install a connected and coordinated traffic signal.
 - Construct a southbound left-turn lane with **at least 150 feet** of full storage and appropriate taper.
 - Provide a second southbound thru lane will **at least 300 feet** of full storage and appropriate taper.
 - Provide a full length left-turn lane, a left-turn lane with 350 feet of storage, and a right turn lane with 300 feet of storage, with appropriate deceleration and taper.

VHB Engineering NC, P.C. (C-3075)

Engineers | Scientists | Planners | Designers

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- Provide northbound right turn lane on Trollingwood Hawfields Road with full length storage back to Gregory Poole Lane.
- › Trollingwood Hawfields Road and Site Access 2
 - Design access for right in / right out only with one ingress lane and one egress lane, or alternatively an inbound only, if required by NCDOT.
 - Provide a northbound right turn lane with 150 feet of storage and appropriate deceleration and taper.
- › Site Access 3 and Third Street Extension
 - Construct access with a single ingress lane and a two-lane egress as follows:
 - One continuous northbound left-turn lane that transitions into a two-way left-turn lane.
 - One continuous northbound right-turn lane.
 - Provide a westbound left turn lane with 100 feet of storage and appropriate deceleration and taper.
 - Provide an eastbound right-turn lane with at least 100 feet of storage and appropriate taper.
 - Provide a minimum internal protected stem of 100 feet.
- › Site Access 4 and Third Street Extension
 - Construct access with a single ingress lane and single egress lane.
 - Provide a westbound left turn lane with 100 feet of storage and appropriate deceleration and taper.
 - Provide an eastbound right-turn lane with 100 feet of storage and appropriate deceleration and taper.
- › Cross-Access Connectivity: providing stub outs to adjacent parcels is recommend to provide alternative options for vehicles traveling to or from the site. Providing stub outs or cross-access connections in the southeast portions of the site to undeveloped properties extending to Gregory Poole Lane preserves a potential long-term connection to that roadway.
- › Multimodal Considerations: compliance of multimodal transportation requirements should be examined to ensure adequacy of pedestrian and bike facilities across the project site and along roadways comprising the property frontage. The development will attract multimodal activity from adjacent properties and will need to have proper multimodal connections within the development, along all driveways, and both frontage streets. Consider enhancements along the new public street such as marked crosswalks, raised median islands, multimodal pathways, and/or all-way stop control at appropriate locations along the route.

All improvements are recommended for Phase 1, except for Site Access 4 improvements, which will be constructed in Phase 2.

Analysis Revision Suggestions

- › Capacity Analysis:
 - Given the scale of this development and the projected traffic volumes in the TIA, conduct a supplemental capacity analysis for the intersections along the future public street, particularly at the southern end where most traffic will be exiting via the new signal. An AM and PM peak hour Synchro intersection analysis of Full Build conditions at key intersections along this route will be useful to understand future operations along the route and ensure that there are no delay or queueing concerns that require additional mitigation. Based on the results of that supplemental analysis, the following options or other may be needed to improve the safety and operations along this future City street:
 - Provide a second northbound through lane that extends between the Trollingwood Hawfields signal and the first or second downstream intersection to the north.
 - Provide northbound right-turn lane along the public street where warrants are met.
 - Traffic control upgrades, such as a signal or all-way stop at major intersections along this roadway.
 - Providing median refuge islands at midblock crosswalks along roadway.
 - Providing two-lane egress from the side street approaches from the development.
 - Lengthening the internal protected stem as needed to accommodate the side-street queueing.

- Provide a secondary egress option for the heavy vehicle movement between the site Trollingwood Hawfields Road to the south to help spread the traffic demand from the public street (Site Access 1). One option would be to allow egress at Site Access 2 and then install a northbound u-turn at Trollingwood Hawfields Road at Site Access 1.
- On Figures 9 and 14, the Site Access 1 westbound left turn lane shows 300' of storage, instead of the recommended 350'. Update to show the correct proposed storage length.

Summary of TIA Assumptions and Results

Development Plan

Phase 1 of the proposed Mebane Commercial development consists of commercial development, including approximately 292,480 square feet of retail and restaurant space and 112,500 square feet of a medical office building. Phase 2 is the residential component of the project, including approximately 100 townhomes and 600 apartments. Site access to the site is proposed via three full movement driveways along Trollingwood Hawfields Road and Third Street Extension. Site access 4 is proposed to be built in Phase 2, all other accesses will be built in Phase 1. Site access 1 is proposed to be connected to site access 4 via a connector road traveling through the site. Phase 1 is estimated to be built by 2027, and Phase 2 by 2028.

Study Area and Analysis Scenarios

The TIA included the following intersections through coordination with NCDOT and the City of Mebane:

- › I-40 Eastbound Ramps at Trollingwood Hawfields Road (signalized)
- › I-40 Westbound Ramps at Trollingwood Hawfields Road (signalized)
- › Trollingwood Hawfields Road at Gregory Poole Lane (signalized)
- › Trollingwood Hawfields Road at Site Access 1 (full access)
- › Trollingwood Hawfields Road at Site Access 2 (right in / right out)
- › Trollingwood Hawfields Road at Gibson Street (all-way stop)
- › Gibson Street at Third Street Extension (all-way stop)
- › Third Street Extension at Site Access 3 (full access)
- › Third Street Extension at Site Access 4 (full access) – *Phase 2 Only*
- › Third Street Extension at Maple Lane (unsignalized)
- › Third Street Extension at Holmes Road (signalized)

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

- › 2024 Existing Traffic Conditions
- › 2027 No-Build Traffic Conditions
- › 2027 Phase 1 Build Traffic Conditions
- › 2027 Phase 1 Build Traffic Conditions + Improvements
- › 2028 Full Build Traffic Conditions
- › 2028 Full Build Traffic Conditions + Improvements

Existing and No-Build Analysis Assumptions

Existing (2024) analysis was conducted based on traffic counts conducted in April and May of 2024 during typical weekday AM (7 to 9 AM) and PM (4 to 6 PM) peak hours.

The No-Build scenario included an annual growth rate of one percent (1%) between the existing year (2024) and the future analysis years (2027 and 2028). Based on coordination with the NCDOT and the City, it was determined that the following adjacent developments were required to be included in the future year analyses:

- › Buc-ee's: The project is currently under construction and was assumed to be in place in the 2027 future analysis year.
- › Crow Industrial Site: The project is currently under construction and was assumed to be in place in the 2027 future analysis year.
- › Duke Mebane Medical Site: The project is currently under construction and was assumed to be in place in the 2027 future analysis year.

Based on coordination with NCDOT and the Town of Mebane the committed improvements in the study area are as follows:

- › NCDOT STIP I-6059 (I-40 at Trollingwood Hawfields Road interchange improvements): This project will install a diverging diamond interchange at the I-40/Trollingwood Hawfields Road interchange and will widen Trollingwood Hawfields Road to a four-lane divided section for approximately 850 feet north of Gregory Poole Lane.

Trip Generation & Distribution

Phase 1

Trip generation potential was determined based on methodology outlined in the ITE Trip Generation Manual, 11th Edition. Based on the TIA, Phase 1 of the proposed development is expected to generate 28,496 total daily unadjusted trips with 1,652 trips (956 entering, 696 exiting) occurring the AM peak hour and 2,480 (1,166 entering, 1,314 exiting) occurring in the PM peak hour.

Primary trips were determined after calculating the reduction from internal capture and pass-by trips. The TIA capped the percentage of allowable pass-by reductions at ten percent of the AADT of the adjacent street of Trollingwood Hawfields Road.

Based on existing traffic patterns, population centers adjacent to the study area, and engineering judgment, primary vehicle site traffic for Phase 1 of this development were distributed as follows:

- › 34% to/from the west on I-40 West
- › 34% to/from the east on I-40 East
- › 10% to/from the south on Trollingwood Hawfields Road
- › 8% to/from the east on Third Street Extension
- › 4% to/from the north on Gibson Road
- › 4% to/from the west on Trollingwood Road
- › 2% to/from the north on Trollingwood Hawfields Road
- › 2% to/from the north on Stone Street
- › 2% to/from the south on Holmes Road

50% of pass-by trips are assumed to originate from the north on Trollingwood Hawfields Road and 50% from the south on Trollingwood Hawfields Road.

Phase 2

Trip generation potential was determined based on methodology outlined in the ITE Trip Generation Manual, 11th Edition. Based on the TIA, Full Build of the proposed development is expected to generate 33,129 total daily unadjusted trips with 1,907 trips (1,018 entering, 889 exiting) occurring the AM peak hour and 2,815 (1,374 entering, 1,441 exiting) occurring in the PM peak hour.

Primary trips were determined after calculating the reduction from internal capture and pass-by trips. The TIA capped the percentage of allowable pass-by reductions at ten percent of the AADT of the adjacent street of Trollingwood Hawfields Road.

Based on existing traffic patterns, population centers adjacent to the study area, and engineering judgment, primary residential vehicle site traffic for Phase 2 of this development were distributed as follows:

- › 39% to/from the west on I-40 West
- › 39% to/from the east on I-40 East
- › 8% to/from the south on Trollingwood Hawfields Road
- › 5% to/from the east on Third Street Extension
- › 3% to/from the north on Gibson Road
- › 2% to/from the west on Trollingwood Road
- › 2% to/from the north on Trollingwood Hawfields Road
- › 1% to/from the north on Stone Street
- › 1% to/from the south on Holmes Road

The directional distributions for the commercial trips of Full Build conditions are the same as Phase 1, however the commercial primary trips were distributed differently at the study intersections due to the addition of the full site access 4 on the Third Street Extension.

50% of pass-by trips are assumed to originate from the north on Trollingwood Hawfields Road and 50% from the south on Trollingwood Hawfields Road.

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.

Trollingwood Hawfields Road and I-40/I-85 Eastbound Ramps (signalized)

ID	Intersection and Approach	Existing (2024)		No-Build (2027)		Build (2027)		Build w/ Improvements (2027)		No-Build (2028)		Build (2028)		Build w/ Improvements (2028)	
		AM	PM	AM	PM	AM	PM	AM	PM	AM	PM	AM	PM	AM	PM
100 / 104	Trollingwood Hawfields Road & I-40/I-85 Eastbound Ramps	C (25.5)	C (25.4)	C (28.4)	C (31.0)	C (25.6)	C (25.4)	C (23.9)	C (23.1)	C (28.3)	C (31.0)	C (25.2)	C (25.3)	C (23.1)	C (22.6)
	Eastbound	E-59.1	E-70.6	---	---	---	---	---	---	---	---	---	---	---	---
	Westbound	---	---	C-30.6	C-31.2	C-31.6	C-32.4	C-25.2	C-25.6	C-30.5	C-31.3	C-31.5	C-32.7	C-25.1	C-25.6
	Northbound	A-8.4	A-6.5	---	---	---	---	---	---	---	---	---	---	---	---
	Southbound	B-16.7	A-5.9	C-26.0	C-30.7	B-19.1	B-17.4	C-22.4	C-20.1	C-26.0	C-30.7	B-18.1	B-16.8	C-20.8	B-19.1

The TIA indicated that the signalized intersection is expected to operate at LOS C during both the AM and PM peak hours under existing and future conditions with the planned interchange reconstruction in place.

Due to queueing issues on the eastbound off-ramp from I-40, the TIA recommended the following improvement during Phase 1 of this development:

- On I-40 Eastbound off-ramp provide a second left-turn lane with 400 feet of storage and appropriate deceleration and taper.

Trollingwood Hawfields Road and I-40/I-85 Westbound Ramps (signalized)

ID	Intersection and Approach	Existing (2024)		No-Build (2027)		Build (2027)		Build with Improvements (2027)		No-Build (2028)		Build (2028)		Build with Improvements (2028)	
		AM	PM	AM	PM	AM	PM	AM	PM	AM	PM	AM	PM	AM	PM
200 / 204	Trollingwood Hawfields Rd & I-40/I-85 WB Ramps	C (20.2)	C (21.2)	B (14.9)	B (13.7)	B (18.2)	B (18.6)	C (20.7)	B (17.8)	B (14.9)	B (13.7)	B (17.9)	C (20.3)	B (18.2)	B (19.3)
	Eastbound	---	---	B-11.0	B-11.0	B-12.2	B-13.4	B-17.9	B-14.7	B-11.0	B-10.9	B-11.7	B-13.1	B-14.9	B-16.3
	Westbound	E-57.3	E-57.4	---	---	---	---	---	---	---	---	---	---	---	---
	Northbound	A-9.7	A-4.2	B-18.8	B-16.4	C-23.5	C-24.1	C-23.1	C-21.1	B-18.8	B-16.5	C-23.8	C-27.6	C-21.2	C-22.4
	Southbound	B-15.4	B-18.7	---	---	---	---	---	---	---	---	---	---	---	---

The TIA indicated that the signalized intersection is expected to operate at LOS C or better during both the AM and PM peak hours under existing and future conditions with the planned interchange reconstruction in place.

Due to queueing issues on the westbound off-ramp from I-40, the TIA recommended the following improvement during Phase 1 of this development:

- On I-40 Westbound off-ramp provide a second right turn lane with 400 feet of storage and appropriate deceleration and taper.

Trollingwood Hawfields Road and Love's Driveway/Gregory Poole Lane (signalized)

ID	Intersection and Approach	Existing (2024)		No-Build (2027)		Build (2027)		Build with Improvements (2027)		No-Build (2028)		Build (2028)		Build with Improvements (2028)	
		AM	PM	AM	PM	AM	PM	AM	PM	AM	PM	AM	PM	AM	PM
300	Trollingwood Hawfields Rd & Love's Driveway/Gregory Poole Ln	B (15.1)	B (18.6)	C (21.7)	C (29.0)	B (18.0)	C (24.5)	B (16.7)	B (18.1)	C (21.8)	C (29.1)	B (18.5)	C (25.2)	B (15.7)	B (17.8)
	Eastbound	D-42.2	D-38.0	D-40.8	D-46.3	D-40.8	D-46.3	D-45.1	D-48.7	D-40.8	D-46.2	D-40.8	D-46.2	D-40.8	D-46.2
	Westbound	E-61.3	E-67.5	E-65.3	D-54.9	E-65.3	D-54.9	E-63.4	E-72.2	E-65.3	D-54.7	E-65.3	D-54.7	E-65.3	D-54.7
	Northbound	A-9.2	A-6.6	B-13.6	C-22.2	B-10.3	B-15.1	B-12.1	B-13.1	B-13.5	C-22.2	B-10.4	B-15.8	A-9.7	B-13.6
	Southbound	A-6.5	A-8.3	B-17.7	B-17.7	B-19.0	C-26.1	B-13.3	A-9.5	B-17.8	B-17.8	C-20.1	C-28.0	B-14.1	B-12.9

The TIA indicated that the signalized intersection is expected to operate at LOS C or better during both the AM and PM peak hours under existing and future conditions. The STIP project will provide a second northbound through lane on Trollingwood Hawfields Road. No mitigation was recommended in the TIA by the proposed development.

Trollingwood Hawfields Road and Gibson Road (unsignalized)

ID	Intersection and Approach	Existing (2024)		No-Build (2027)		Build (2027)		No-Build (2028)		Build (2028)	
		AM	PM	AM	PM	AM	PM	AM	PM	AM	PM
400	Trollingwood Hawfields Road & Gibson Road	B (11.4)	B (10.3)	B (13.1)	B (11.2)	B (15.0)	B (13.3)	B (13.5)	B (11.3)	C (15.5)	B (13.7)
	Eastbound	B-11.4	A-9.1	B-13.2	A-9.6	C-15.5	B-10.6	B-13.7	A-9.6	C-16.0	B-10.7
	Westbound	B-11.7	B-10.2	B-13.5	B-10.8	B-14.8	B-11.7	B-14.0	B-10.9	C-15.2	B-11.8
	Northbound	B-11.5	B-11.1	B-13.2	B-12.5	C-15.5	C-16.1	B-13.6	B-12.7	C-16.2	C-16.7
	Southbound	B-10.9	A-9.1	B-12.4	A-9.5	B-13.8	B-10.3	B-12.7	A-9.6	B-14.1	B-10.4

The TIA indicated that the all-way stop controlled intersection is expected to operate at LOS C or better during both the AM and PM peak hours under existing and future conditions. No mitigation was recommended in the TIA by the proposed development.

Gibson Road and Stone Street/Third Street Extension (unsignalized)

ID	Intersection and Approach	Existing (2024)		No-Build (2027)		Build (2027)		No-Build (2028)		Build (2028)	
		AM	PM	AM	PM	AM	PM	AM	PM	AM	PM
500	Gibson Road & Stone Street/Third Street Extension	A (9.2)	A (9.2)	A (9.5)	A (9.4)	B (10.2)	B (10.4)	A (9.5)	A (9.5)	B (10.2)	B (10.7)
	Eastbound	A-9.2	A-8.6	A-9.4	A-8.7	B-10.1	A-9.3	A-9.5	A-8.7	B-10.1	A-9.4
	Westbound	A-9.1	A-9.7	A-9.3	A-9.9	A-9.9	B-11.3	A-9.3	A-10.0	A-10.0	B-11.6
	Northbound	A-9.2	A-9.0	A-9.5	A-9.3	A-10.0	A-9.9	A-9.6	A-9.3	B-10.1	B-10.1
	Southbound	A-9.2	A-8.9	A-9.7	A-9.1	B-10.6	B-10.2	A-9.7	A-9.2	B-10.7	B-10.4

The TIA indicated that the all-way stop controlled intersection is expected to operate at LOS B or better during both the AM and PM peak hours under existing and future conditions. No mitigation was recommended in the TIA by the proposed development.

Maple Lane and Third Street Extension (unsignalized)

ID	Intersection and Approach	Existing (2023)		No-Build (2027)		Build (2027)		No-Build (2028)		Build (2028)	
		AM	PM	AM	PM	AM	PM	AM	PM	AM	PM
600	Maple Lane & Third Street Extension	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	Northbound	B-11.3	B-10.9	B-11.7	B-10.8	B-12.4	B-12.3	B-11.7	B-10.8	B-12.7	B-12.6

The TIA indicated that the northbound stop-controlled approach is expected to operate at LOS B during both the AM and PM peak hours under the existing and future conditions. No mitigation was recommended in the TIA by the proposed development.

Holmes Road and Third Street Extension (signalized)

ID	Intersection and Approach	Existing (2023)		No-Build (2027)		Build (2027)		No-Build (2028)		Build (2028)	
		AM	PM	AM	PM	AM	PM	AM	PM	AM	PM
700	Holmes Road & Third Street Extension	C (21.7)	C (23.1)	C (21.1)	C (22.5)	C (20.3)	C (21.4)	C (21.2)	C (22.6)	C (20.3)	C (21.6)
	Eastbound	A-6.1	A-7.7	A-8.9	A-9.7	A-9.8	B-11.5	A-9.1	A-9.8	B-10.1	B-11.9
	Westbound	A-4.0	A-4.2	A-8.2	A-9.9	A-7.9	A-9.1	A-8.6	B-10.2	A-8.3	A-9.3
	Northbound	E-59.8	E-64.1	D-53.1	E-56.9	D-53.5	E-57.3	D-53.1	E-57.0	D-53.5	E-57.5

The TIA indicated that the signalized intersection is expected to operate at LOS C or better during both the AM and PM peak hours under existing and future conditions. No mitigation was recommended in the TIA by the proposed development.

Trollingwood Hawfields Road and Site Access 1 (unsignalized/signalized)

ID	Intersection and Approach	Build (2027)		Build (2027) with Improvements		Build (2028)		Build (2028) with Improvements	
		AM	PM	AM	PM	AM	PM	AM	PM
800	Trollingwood Hawfields Road and Site Access 1	N/A	N/A	C (20.8)	C (29.2)	N/A	N/A	C (23.8)	C (28.0)
	Westbound	F-260.3	F-1008.1	D-48.4	D-41.1	F-440.2	F-1206.9	D-46.2	D-39.6
	Northbound	---	---	A-7.1	B-18.0	---	---	B-12.2	B-16.0
	Southbound	---	---	B-12.3	C-21.3	---	---	B-13.4	C-23.2

The TIA indicated that the stop-controlled approach is expected to operate at LOS F in both the AM and PM peak hours under Phase 1 and Phase 2 build-out conditions. STIP Project I-6059 includes widening Trollingwood Hawfields Road to a four-lane divided section from Gregory Poole Lane northward to the vicinity of Site Access 1, with the second northbound lane dropping as a right turn lane into Site Access 1. The STIP preliminary plan also shows the provision of a southbound entry lane on Trollingwood Hawfields Road.

The potential for traffic signalization was reviewed for this location. The results indicated that the 8-hour, 4-hour and peak hour traffic volume warrants are met.

The TIA recommended the following improvements at Phase 1:

- › Install traffic signal.
- › On Site Access 1 provide a full-length left turn lane, a left turn lane with 350 feet of storage, and a right turn lane with 300 feet of storage, with appropriate deceleration and taper.
- › Provide northbound right turn lane on Trollingwood Hawfields Road with full length storage back to Gregory Poole Lane.
- › No additional improvements on Trollingwood Hawfields Road (STIP I-6059 improvements adequate).

The TIA projects a heavy westbound left-turn volume (919 veh/hour in PM peak) as vehicles travel towards the interchange and other destinations to the south. Exiting trips from the fast-food restaurants or other portions of the site may exit from Site Access 2 and make a U-turn movement at Site Access 1 as an alternative option for traveling back to the south. The 95th percentile queue for the southbound left-turn movement in the AM and PM exceeds 100 feet, while the left-turn lane appears be 50 feet or so due to the close driveway to the north. Providing at least 150 feet is recommended to accommodate the queue and provide some space for deceleration. As a result, the following improvements should also be considered in conjunction with this development:

- Install a northbound U-turn lane with at least 100 feet of full storage and appropriate taper.
- Construct a southbound left-turn lane with at least 150 feet of full storage and appropriate taper.

Trollingwood Hawfields Road and Site Access 2 (unsignalized)

ID	Intersection and Approach	Build (2027)		Build (2027) with Improvements		Build (2028)	
		AM	PM	AM	PM	AM	PM
900	Trollingwood Hawfields Road and Site Access 2	N/A	N/A	N/A	N/A	N/A	N/A
	Westbound	B-12.4	B-14.4	B-12.4	B-14.4	B-12.6	C-15.8

The TIA indicated that the proposed stop-controlled westbound approach is expected to operate at LOS C or better in both the AM and PM peak hours under Phase 1 and Full Build conditions.

The TIA notes the second northbound lane will function as a de-facto right turn lane, since it terminates as a right turn entry lane at Site Access 1.

The TIA recommended the following improvements at Phase 1:

- › This access should be designed for right in / right out only movements.

There are 554 right-turning vehicles projected at this location during the PM peak, which meets warrants. Providing a separate right-turn lane from the outside through lane helps exiting vehicles distinguish whether an approaching vehicle is turning right into Access 2 or traveling through the intersection to turn right at Access 1. As a result, the following improvement is recommended:

- › Provide a northbound right turn lane with 150 feet of storage and appropriate deceleration and taper.

Site Access 3 and Third Street Extension (unsignalized)

ID	Intersection and Approach	Build (2027)		Build (2027) with Improvements		Build (2028)		Build (2028) with Improvements	
		AM	PM	AM	PM	AM	PM	AM	PM
1100	Site Access 3 and Third Street Extension	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	Northbound	B-12.2	B-13.2	B-12.2	B-13.1	B-11.9	B-12.5	B-11.8	B-12.5

The TIA indicated that the proposed stop-controlled northbound approach is expected to operate at LOS B in both the AM and PM peak hours under Phase 1 and Full Build Conditions.

Based on NCDOT turn lane warrant criteria, it is recommended to provide a westbound left turn lane with 100 feet of storage and appropriate deceleration and taper. The TIA states a right turn lane is narrowly warranted but is not recommended due to limited right of way and adjacent properties.

The site has over 200 feet of frontage west of the driveway, which appears to be sufficient space for a right-turn lane. In addition, the new street being constructed between Third Street Extension and Trollingwood Hawfields is shown as a three lane, public street, which creates a center two-way left-turn lane. This allows for a two-lane egress at Site Access 3. As a result, the following additional improvements are recommended:

- Construct access with a single ingress lane and a two-lane egress as follows:
 - One continuous northbound left-turn lane that transitions into a two-way left-turn lane.

- One continuous northbound right-turn lane.
- Provide an eastbound right turn lane with at least 100 feet of storage and appropriate taper.

Site Access 4 and Third Street Extension (unsignalized)

ID	Intersection and Approach	Build (2028)		Build (2028) with Improvements	
		AM	PM	AM	PM
1200	Site Access 4 and Third Street Extension	N/A	N/A	N/A	N/A
	Northbound	B-11.0	B-10.5	B-11.3	B-10.5

The TIA indicated that the proposed stop-controlled northbound approach is expected to operate at LOS B in both the AM and PM peak hours Full Build Conditions.

Based on NCDOT turn lane warrant criteria, it is recommended to provide a westbound left turn lane with 100 feet of storage and appropriate deceleration and taper. The TIA states a right turn lane is not warranted based on projected volumes, however NCDOT review indicated that an eastbound right-turn lane will be required.

Cc: C. N. Edwards Jr., PE, NCDOT Highway Division 7 District 1



AGENDA ITEM #5c

Amendment to the Flood Hazard Overlay (FHO) District

Meeting Date December 2, 2024

Presenter

Ashley Ownbey, Development Director

Public Hearing

Yes ☒ No ☐

Summary

The City Council shall act to amend the Flood Hazard Overlay (FHO) District, as described in Article 3 of the Mebane Unified Development Ordinance and shown on the official City Zoning Map. The City adopted a new Flood Insurance Rate Map (FIRM) and Floodplain Development Ordinance in 2017, at the direction of the Federal Emergency Management Agency (FEMA) following a reevaluation of floodplain locations and relative flood risks of properties. At the request of Withers Ravenel, who submitted on behalf of BT-OH LLC (UPS), FEMA initiated a process to revise the FIRM and, consequently, the City's FHO. The public notification process complied with federal criteria, including mailings to the immediately-affected properties and advertisement in the local newspaper, evidenced with an affidavit of publication.

The change will reflect the FEMA Letter of Map Revision (LOMR) Case No. 24-04-2801P, effective February 28, 2025. The change effected in the FIRM modifies the 100- and 500-year floodplain locations in FIRM Panel 3710980400K in an unnamed tributary to East Back Creek from a point approximately 1.1 miles upstream of Governor Scott Farm Road to a point approximately 1.5 miles of Governor Scott Farm Road. The proposed amendment will ensure the official City Zoning Map is consistent with the revised FIRM.

Financial Impact

N/A – the FIRM revision does not place any new structures within the 100- or 500-year floodplains.

Recommendation

Staff recommends approval. At its November 18, 2024, meeting, the Mebane Planning Board voted 8-0 to unanimously recommend approval of the amendment.

Suggested Motion

Motion to approve the amendments to the City of Mebane Unified Development Ordinance and Zoning Map as presented, effective February 28, 2025.

The amendments are consistent with the objectives and policies for growth and development in the Comprehensive Land Development Plan *Mebane By Design* and are required by State and Federal law.

Attachments

1. Letter of Map Revision Determination Document
2. Revised FIRM Panel 3710980400K
3. Example Notification Letter to Affected Property Owners

Follows CLOMR: 22-04-0728R



Federal Emergency Management Agency

Washington, D.C. 20472

LETTER OF MAP REVISION DETERMINATION DOCUMENT

COMMUNITY AND REVISION INFORMATION		PROJECT DESCRIPTION	BASIS OF REQUEST
COMMUNITY	City of Mebane Alamance County North Carolina	BRIDGE	1D HYDRAULIC ANALYSIS UPDATED TOPOGRAPHIC DATA FLOODWAY
	COMMUNITY NO.: 370390		
IDENTIFIER	NC-24-890 – UPS - Mebane	APPROXIMATE LATITUDE & LONGITUDE: 36.067, -79.325 SOURCE: Other DATUM: NAD 83	
ANNOTATED MAPPING ENCLOSURES		ANNOTATED STUDY ENCLOSURES	
TYPE: FIRM* NO.: 3710980400K DATE: November 17, 2017		DATE OF EFFECTIVE FLOOD INSURANCE STUDY: November 17, 2017 FLOODWAY DATA TABLE: 20	

Enclosures reflect changes to flooding sources affected by this revision.
* FIRM - Flood Insurance Rate Map

FLOODING SOURCE AND REVISED REACH

Unnamed Tributary to East Back Creek – From a point approximately 1.1 miles upstream of Gov Scott Farm Road to a point approximately 1.5 miles of Gov Scott Farm Road.

SUMMARY OF REVISIONS

Flooding Source	Effective Flooding	Revised Flooding	Increases	Decreases
Unnamed Tributary to East Back Creek	Zone AE	Zone AE	Yes	Yes
	BFEs*	BFEs	Yes	Yes
	Floodway	Floodway	Yes	Yes
	Zone X (shaded)	Zone X (shaded)	Yes	Yes

* BFEs – Base (1-percent-annual-chance) Flood Elevations

DETERMINATION

This document provides the determination from the Department of Homeland Security's Federal Emergency Management Agency (FEMA) regarding a request for a Letter of Map Revision (LOMR) for the area described above. Using the information submitted, we have determined that a revision to the flood hazards depicted in the Flood Insurance Study (FIS) report and/or National Flood Insurance Program (NFIP) map is warranted. This document revises the effective NFIP map, as indicated in the attached documentation. Please use the enclosed annotated map panels revised by this LOMR for floodplain management purposes and for all flood insurance policies and renewals in your community.

This determination is based on the flood data presently available. The enclosed documents provide additional information regarding this determination. If you have any questions about this document, please contact the FEMA Mapping and Insurance eXchange toll free at 1-877-336-2627 (1-877-FEMA MAP) or by letter addressed to the LOMC Clearinghouse, 3601 Eisenhower Avenue, Suite 500, Alexandria, VA 22304-6426. Additional Information about the NFIP is available on our website at <https://www.fema.gov/flood-insurance>.


 Patrick "Rick" F. Sacibit, P.E., Branch Chief
 Engineering Services Branch
 Federal Insurance and Mitigation Administration

24-04-2801P

102-I-A-C



Federal Emergency Management Agency

Washington, D.C. 20472

LETTER OF MAP REVISION DETERMINATION DOCUMENT (CONTINUED)

COMMUNITY INFORMATION

APPLICABLE NFIP REGULATIONS/COMMUNITY OBLIGATION

We have made this determination pursuant to Section 206 of the Flood Disaster Protection Act of 1973 (P.L. 93-234) and in accordance with the National Flood Insurance Act of 1968, as amended (Title XIII of the Housing and Urban Development Act of 1968, P.L. 90-448), 42 U.S.C. 4001-4128, and 44 CFR Part 65. Pursuant to Section 1361 of the National Flood Insurance Act of 1968, as amended, communities participating in the NFIP are required to adopt and enforce floodplain management regulations that meet or exceed NFIP criteria. These criteria, including adoption of the FIS report and FIRM, and the modifications made by this LOMR, are the minimum requirements for continued NFIP participation and do not supersede more stringent State/Commonwealth or local requirements to which the regulations apply.

NFIP regulations Subparagraph 60.3(b)(7) requires communities to ensure that the flood-carrying capacity within the altered or relocated portion of any watercourse is maintained. This provision is incorporated into your community's existing floodplain management ordinances; therefore, responsibility for maintenance of the altered or relocated watercourse, including any related appurtenances such as bridges, culverts, and other drainage structures, rests with your community. We may request that your community submit a description and schedule of maintenance activities necessary to ensure this requirement.

COMMUNITY REMINDERS

We based this determination on the 1-percent-annual-chance flood discharges computed in the FIS for your community without considering subsequent changes in watershed characteristics that could increase flood discharges. Future development of projects upstream could cause increased flood discharges, which could cause increased flood hazards. A comprehensive restudy of your community's flood hazards would consider the cumulative effects of development on flood discharges subsequent to the publication of the FIS report for your community and could, therefore, establish greater flood hazards in this area.

Your community must regulate all proposed floodplain development and ensure that permits required by Federal and/or State/Commonwealth law have been obtained. State/Commonwealth or community officials, based on knowledge of local conditions and in the interest of safety, may set higher standards for construction or may limit development in floodplain areas. If your State/Commonwealth or community has adopted more restrictive or comprehensive floodplain management criteria, those criteria take precedence over the minimum NFIP requirements.

We will not print and distribute this LOMR to primary users, such as local insurance agents or mortgage lenders; instead, the community will serve as a repository for the new data. We encourage you to disseminate the information in this LOMR by preparing a news release for publication in your community's newspaper that describes the revision and explains how your community will provide the data and help interpret the NFIP maps. In that way, interested persons, such as property owners, insurance agents, and mortgage lenders, can benefit from the information.

This determination is based on the flood data presently available. The enclosed documents provide additional information regarding this determination. If you have any questions about this document, please contact the FEMA Mapping and Insurance eXchange toll free at 1-877-336-2627 (1-877-FEMA MAP) or by letter addressed to the LOMC Clearinghouse, 3601 Eisenhower Avenue, Suite 500, Alexandria, VA 22304-6426. Additional Information about the NFIP is available on our website at <https://www.fema.gov/flood-insurance>.

Patrick "Rick" F. Sacbibit, P.E., Branch Chief
Engineering Services Branch
Federal Insurance and Mitigation Administration



Federal Emergency Management Agency
Washington, D.C. 20472

**LETTER OF MAP REVISION
DETERMINATION DOCUMENT (CONTINUED)**

We have designated a Consultation Coordination Officer (CCO) to assist your community. The CCO will be the primary liaison between your community and FEMA. For information regarding your CCO, please contact:

Jacky Bell
Director, Mitigation Division
Federal Emergency Management Agency, Region IV
Rhodes Building, 3005 Chamblee Tucker Road
Atlanta, GA 30341
(770)220-5406

STATUS OF COMMUNITY NFIP MAPS

We will not physically revise and republish the FIRM and FIS report for your community to reflect the modifications made by this LOMR at this time. When changes to the previously cited FIRM panels and FIS report warrant physical revision and republication in the future, we will incorporate the modifications made by this LOMR at that time.

This determination is based on the flood data presently available. The enclosed documents provide additional information regarding this determination. If you have any questions about this document, please contact the FEMA Mapping and Insurance eXchange toll free at 1-877-336-2627 (1-877-FEMA MAP) or by letter addressed to the LOMC Clearinghouse, 3601 Eisenhower Avenue, Suite 500, Alexandria, VA 22304-6426. Additional Information about the NFIP is available on our website at <https://www.fema.gov/flood-insurance>.

A handwritten signature in black ink, appearing to read "Rick Sacbibit".

Patrick "Rick" F. Sacbibit, P.E., Branch Chief
Engineering Services Branch
Federal Insurance and Mitigation Administration



Federal Emergency Management Agency
Washington, D.C. 20472

LETTER OF MAP REVISION
DETERMINATION DOCUMENT (CONTINUED)

PUBLIC NOTIFICATION OF REVISION

A notice of changes will be published in the *Federal Register*. This information also will be published in your local newspaper on or about the dates listed below, and through FEMA's Flood Hazard Mapping website at https://www.floodmaps.fema.gov/fhm/bfe_status/bfe_main.asp

LOCAL NEWSPAPER

Name: *The Alamance News*

Dates: October 24, 2024 And October 31, 2024

Within 90 days of the second publication in the local newspaper, any interested party may request that we reconsider this determination. Any request for reconsideration must be based on scientific or technical data. Therefore, this letter will be effective only after the 90-day appeal period has elapsed and we have resolved any appeals that we receive during this appeal period. Until this LOMR is effective, the revised flood hazard determination presented in this LOMR may be changed.

This determination is based on the flood data presently available. The enclosed documents provide additional information regarding this determination. If you have any questions about this document, please contact the FEMA Mapping and Insurance eXchange toll free at 1-877-336-2627 (1-877-FEMA MAP) or by letter addressed to the LOMC Clearinghouse, 3601 Eisenhower Avenue, Suite 500, Alexandria, VA 22304-6426. Additional Information about the NFIP is available on our website at <https://www.fema.gov/flood-insurance>.

Patrick "Rick" F. Sacbibit, P.E., Branch Chief
Engineering Services Branch
Federal Insurance and Mitigation Administration



Table 20 - Floodway Data

Floodway Source		Floodway			Water Surface Elevation			Increase
Cross Section	Distance (Feet Above Mouth)	Width (Feet)	Section Area (Square Feet)	Mean Velocity (Feet Per Second)	Regulatory	Without Floodway	With Floodway	
017	1,661	70.0	284.0	3.5	616.8	616.8	617.2	0.4
Tributary to Travis Creek								
006	568	35.0	202.0	6.1	601.7 ¹	600.2	601.1	0.9
017	1,666	66.0	414.0	2.9	608.7	608.7	608.7	0.0
026	2,565	56.0	342.0	3.5	609.8	609.8	610.2	0.4
034	3,410	69.0	212.0	5.7	612.9	612.9	612.9	0.1
045	4,526	60.0	330.0	3.5	619.0	619.0	619.8	0.9
053	5,335	80.0	323.0	3.6	623.3	623.3	623.6	0.3
063	6,273	90.0	366.0	2.6	626.8	626.8	627.7	0.9
Unnamed Tributary to East Back Creek								
008	831	117.0	358.0	6.4	493.8 ¹	486.2	486.2	0.0
018	1,838	47.0	281.0	7.9	494.3	494.3	494.8	0.4
025	2,490	198.0	2372.0	0.9	508.6	508.6	509.2	0.6
034	3,402	145.0	1047.0	2.0	508.9	508.9	509.6	0.7
043	4,302	170.0	887.0	2.4	510.4	510.4	511.0	0.7
049	4,944	197.0	839.0	2.5	513.0	513.0	513.7	0.7
059	5,895	173.0	842.0	2.5	517.3	517.3	518.3	0.9
069	6,901	72.0	469.0	4.4	522.1	522.1	522.7	0.7
078	7,842	60.0	373.0	5.4	528.0	528.0	528.0	0.1
087	8,681	118.0	513.0	3.9	531.7	531.7	532.2	0.5
091	9,080	50.0	461.0	3.9	536.3	536.3	537.1	0.8
097	9,746	119.0	600.0	3.0	537.4	537.4	538.2	0.7
109	10,899	75.0	321.0	5.6	541.8	541.8	542.0	0.2
119	11,884	98.0	373.0	4.8	547.1	547.1	547.6	0.6
129	12,856	102.0	492.0	3.5	552.9	552.9	553.4	0.5
139	13,882	86.0	398.0	4.3	557.2	557.2	558.0	0.8
145	14,485	76.0	221.0	7.7	560.6	560.6	560.6	0.0
154	15,418	73.0	319.0	4.6	566.7	566.7	567.2	0.5
164	16,449	55.0	283.0	5.2	573.7	573.7	574.1	0.4
175	17,482	98.0	381.0	3.9	578.1	578.1	578.8	0.7
185	18,532	117.0	389.0	3.5	582.6	582.6	583.5	0.9
194	19,361	113.0	411.0	3.3	586.6	586.6	587.6	0.9
206	20,607	40.0	108.0	9.4	594.5	594.5	594.5	0.0
Unnamed Tributary to Gunn Creek								
006	643	54.0	297.0	6.6	540.4	540.4	541.2	0.8
016	1,600	80.0	438.0	4.5	547.4	547.4	548.4	1.0
025	2,513	55.0	324.0	5.5	557.5	557.5	558.4	0.9
033	3,264	70.0	316.0	3.7	563.7	563.7	564.6	0.9
036	3,609	70.0	231.0	5.0	565.7	565.7	566.4	0.8
047	4,706	45.0	543.0	2.0	582.1	582.1	582.5	0.4
054	5,386	85.0	592.0	1.9	582.2	582.2	582.9	0.6
060	6,022	41.0	208.0	5.2	586.7	586.7	587.1	0.4
068	6,818	40.0	221.0	4.6	594.3	594.3	595.3	1.0
073	7,277	56.0	207.0	4.7	597.8	597.8	598.2	0.5
083	8,255	33.0	174.0	5.2	608.8	608.8	608.9	0.1



July 24, 2024

INTERSTATE INVESTMENTS OF ALAMANCE LLC
PO BOX 1440
BURLINGTON, NC 27216-1440

Re: Notification of Flood Hazard Revisions
Senator Ralph Scott Parkway, PIN 176291

Dear Mr. Stout,

The Flood Insurance Rate Map (FIRM) for a community depicts the floodplain, the area that has been determined to be subject to a 1-percent or greater chance of flooding in any given year. The regulatory floodway is the portion of the floodplain that includes the channel of a river or other watercourse and the adjacent land area that must be reserved in order to discharge the base (1-percent-annual-chance) flood without cumulatively increasing the water-surface elevation by more than a designated height. The FIRM is used to help the community with floodplain management.

Luckett & Farley is applying for a Letter of Map Revision (LOMR) from the Federal Emergency Management Agency (FEMA) on behalf of UPS to revise FIRM 3710980400K for the City of Mebane, North Carolina along Unnamed Tributary to East Back Creek. Luckett & Farley is proposing to revise the FIRM to reflect two new driveway crossings installed across the SFHA to access the newly constructed UPS-Mebane Development.

The City of Mebane, North Carolina in accordance with National Flood Insurance Program regulation at 44 CFR §65.7(b)(1), hereby gives notice of the City's intent to revise the 1-percent-annual-chance floodway, generally located between Trollingwood Hawfields Road and Governor Scott Farm Road along Unnamed Tributary to East Back Creek. Specifically, the floodway shall be revised from cross section 17482, which is located approximately 8,439 ft upstream of Governor Scott Farm Road, to cross section 15066, located approximately 6,023 feet upstream of Governor Scott Farm Road along Unnamed Tributary to East Back Creek

As a result of the LOMR, the regulatory floodway wall will widen within the area of revision.

The LOMR will also result in:

1. Increases in the 1-percent-annual-chance water-surface elevations
2. Widening of the 1-percent-annual-chance floodplain



This letter is to inform you of flood hazard revisions on your property at 0 SEN RALPH SCOTT PARKWAY.

Maps and detailed analysis of the flood hazard revision can be reviewed at the Planning and Inspections Office located at 102 South 5th Street Mebane, NC 27302. If you have any questions or concerns about the proposed project or its effect on your property, you may contact Ashley Ownbey, Floodplain Administrator of City of Mebane, North Carolina at (919) 563-9990 or through email at aownbey@cityofmebane.com during normal business hours from 8AM to 5PM, Monday through Friday.

Sincerely,

Ashley Ownbey
City of Mebane
Development Director & Floodplain Administrator



AGENDA ITEM #6

2022 FEMA BRIC Grant – Sewer Rehabilitation Project

Meeting Date

December 2, 2024

Presenter

Kyle Smith, PE, Utilities Director

Daphna Schwartz, Finance Director

Public Hearing

Yes ☐ No ☒

Summary

The City submitted a funding application through the 2022 FEMA BRIC (Building Resilient Infrastructures and Communities) Grant request and has been selected to receive funding in the amount of \$198,750 for Phase One of the Sewer Rehabilitation Project. Phase One of the project will include Engineering Design Services, Engineering and Environmental Reporting, Surveying, and Sub-Recipient Management Costs. On September 24, 2024, the City put out a Request for Qualifications for qualified firms to submit a statement of qualifications to provide engineering and surveying services for the below objectives:

- Grant/Loan Administration
- Field Surveying, Preliminary Engineering, and Final Design Drawings
- Project Permitting
- Completion of Bid Documents (including Specifications, and Final Design Drawings for the Project)
- Bidding and Recommendation of Contract Award
- Construction Observation and Administration
- Construction Closeout

Alley Williams Carmen & King, Inc. was the only firm that submitted their statement of qualifications by the October 18, 2024, due date.

Background

The City submitted for funding for the engineering and construction of approximately 16,800 feet of sewer line rehabilitation by CIPP lining and associated manhole rehab. This project is intended to cut down on the amount of inflow and infiltration (I&I) entering our collection system thus making it to the WRRF for treatment.

Financial Impact

Total estimated cost for the project is \$3,150,000. The estimated cost for phase one of this project is \$278,250. The City of Mebane is to be awarded \$2,250,000 for phase one and phase two and will be required to provide a match of \$900,000. The City will also receive a total of \$2,955,000 of funding from the 2023 Appropriations Act Directed Projects Grant. Of this \$2,995,000, \$900,000 will be used as matching funds for the Sewer Rehab BRIC Grant Project.

Recommendation

Staff recommends awarding Alley Williams Carmen & King, Inc. the 2022 FEMA BRIC Grant – Sewer Rehabilitation engineering contract and approving the Capital Project Ordinance for the City of Mebane Sewer Rehabilitation Project.

Suggested Motion

Motion to award Alley Williams Carmen & King the 2022 FEMA BRIC Grant – Sewer Rehabilitation engineering contract in the amount of \$278,250.

Motion to approve the Capital Project Ordinance for the City of Mebane Sewer Rehabilitation Project as presented.

Attachments

1. 2022 FEMA BRIC Grant – Sewer Rehabilitation engineering contract
2. Capital Project Ordinance for the City of Mebane Sewer Rehabilitation Project

STANDARD FORM OF AGREEMENT BETWEEN
OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

STATE OF NORTH CAROLINA

COUNTY OF ALAMANCE

THIS AGREEMENT, made and entered into this ____ day of _____, 2024, by and between the City of Mebane, a North Carolina Municipal Corporation (hereinafter called the "OWNER") and Alley, Williams, Carmen & King, Inc., a North Carolina Corporation located in Burlington, North Carolina (hereinafter called the "ENGINEER").

WHEREAS, the OWNER intends to secure engineering services related to the design and construction of the Sanitary Sewer Rehabilitation – BRIC Grant (EMA-2022-BR-1-0046). The project is described on the attached map and is expected to be primarily funded through the North Carolina Department of Public Safety, Building Resilient Infrastructure and Communities (BRIC) Planning Agreement; hereinafter referred to as the Project, and

WHEREAS, the OWNER and ENGINEER in consideration of their mutual covenants, herein agree in respect of the performance of professional engineering services by ENGINEER and the payment for those services by OWNER as set forth below.

SECTION 1 - BASIC SERVICES OF ENGINEER

1.1. General

1.1.1. ENGINEER shall provide for OWNER professional engineering services in all phases of the Project to which this Agreement applies as hereinafter provided. These services will include serving as OWNER's professional engineering representative for the Project, providing professional engineering consultation and advice and furnishing customary civil engineering services and customary surveying services incidental thereto.

1.2. Engineering Phase (Lump Sum)

1.2.1. Engineering Phase is to include preliminary design and final design.

1.2.2. An overall drawing of existing sewer main and other existing utilities in vicinity of existing sewer mains within corridor limits will be prepared using GIS data provided by the County and or Owner. GIS parcel data will also be shown on overall map.

1.2.3. On the basis of the funding applications, prepare for the incorporation in the Contract Documents final drawings to show the general scope, extent and character of the work

to be furnished and performed by Contractor(s) (hereinafter call "Drawings") and specifications.

- 1.2.4. Prepare Bid Documents and Specifications based on Final Design Drawings. Incorporate City and NC Department of Public Safety requirements including but not limited to advertisement, instructions to bidders, insurance, safety information, form of contract, bonds, general conditions, supplemental general conditions and other typical documents furnished by the Owner.
- 1.2.5. Review all Preliminary and Final Design Documents with Owner at a minimum of 50% complete (Preliminary), and 90% complete (Final) stages of the documents.
- 1.2.6. Advise OWNER of any adjustments to the latest opinion of probable Total Project Costs caused by changes in general scope, extent or character or design requirements of the Project or Construction Costs. Furnish to OWNER a revised opinion of probable Total Project Costs based on the Drawings and Specifications.
- 1.2.7. Prepare for review and approval by OWNER, its legal counsel, NC Department of Public Safety, and other advisors contract agreement forms, general conditions and supplementary conditions and (where appropriate) bid forms, invitations to bid and instructions to bidders and assist in the preparation of other related documents.
- 1.2.8. Furnish copies of the above documents, the Drawings and Specifications and present and review them in person with OWNER or representative.
- 1.2.9. Consult with Owner regarding required permits. This may include NCDOT Encroachment Agreement, NC DEQ Erosion Control Permit, and NC DEQ/US Army Corps of Engineer's Nationwide Permit Preconstruction Notification. This is not expected to include extensive surface water permitting similar to stream or wetlands beyond a Preconstruction Notification.
- 1.2.10. Furnish copies of the above documents, the Drawings and Specifications and present and review them in person with OWNER or representative.
- 1.3. Engineering and Environmental Reporting Phase (LUMP SUM).
 - 1.3.1. Engineer will prepare an Engineering Report and Environmental Information Document as required. Environmental Information Document will be for a categorical exclusion but additional funding may be required for completion of a full Environmental Assessment or Environmental Impact Statement.

1.4. Surveying Phase (Lump Sum)

- 1.4.1. Create a property owner list for parcels within the project corridor and mail survey/project notification letters to property owners prior to performing field work.
- 1.4.2. Coordinate with NC One Call for location of underground utilities and marking of utilities. Contact local utility companies to confirm size, location and material type of underground utilities within project corridor.
- 1.4.3. Perform a physical survey to provide sufficient data for producing engineering design drawings for the Project.
- 1.4.4. Set adequate horizontal and vertical controls for the survey based on North Carolina State Plane Coordinates (NAD 83) and vertical control based on NAVD 88.
- 1.4.5. Provide temporary bench marks or control points at the beginning and end of the project and throughout the project as deemed necessary by the Engineer.
- 1.4.6. Survey corridor limits are anticipated to be minimal and involve sanitary sewer manhole locations and inverts, water valves, hydrants, storm drain, and outstanding topographical structures that may impact access to the sewer main for rehabilitation.
- 1.4.7. Engineer shall assist the Owner easement mapping as needed. The Project is not expected to include changes in alignment but temporary and permanent access may require easement mapping.
- 1.4.8. Easement Maps will be prepared on 18"x24" drawings showing depicting permanent and temporary easements including access easements necessary for the project. Maps will provide sufficient information for preparation of deeds by City Attorney. Easement Maps will provided as alignment design progresses and in advance of completion of Final Design Drawings and or Bid Documents.
- 1.4.9. Easement Maps will be reviewed with City Staff and Engineer will assist Owner with acquisition of easements on an as-needed basis determined by Owner's representative.

1.5. Subrecipient Management Costs (Budgeted – Billed Hourly).

- 1.5.1. Engineer shall assist the Owner with compliance with NC Department of Public Safety requirements for Building Resilient Infrastructure in Communities (BRIC) Grant.
- 1.5.2. Engineer will assist the City with preparation of an all compliance documents for Phase 1 of the Project.

- 1.5.3. Engineer will assist the Owner with Local Government Commission Submittals for the project.
 - 1.5.4. Engineer shall assist the Owner with Request for Reimbursement to the NC Department of Public Safety during the project and shall coordinate construction with the NC Department of Public Safety for compliance.
 - 1.5.5. Engineer shall assist the Owner with other compliance points regarding the BRIC Grant program throughout the life of the project.
 - 1.5.6. Engineer and Engineer's qualified representative shall assist the Owner with grant administration of the subject project.
 - 1.5.7. This application will include Engineer's use of a qualified Administrator who will assist the City in preparation of required programs and documents to submit all necessary BRIC grant documents and other federally required forms as provided to the Engineer prior to the execution of this contract.
- 1.6. The following clauses shall govern any BRIC portions of this contract:
- 1.6.1. Conflict of Interest (2 CFR Part §200.318 General procurement standards): Interest of Members, Officers, or Employees of the Recipient, Members of Local Governing Body, or Other Public Officials. No member, officer, or employee of the recipient, or its agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any financial interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this agreement. Immediate family members of said members, officers, employees, and officials are similarly barred from having any financial interest in the program. The recipient shall incorporate, or cause to be incorporated, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to the purpose of this section.
 - 1.6.2. Nondiscrimination Clause - Section 109, Housing and Community Development Act of 1974: No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds available under this title.

- 1.6.3. Age Discrimination Act of 1975, as amended - Nondiscrimination on the Basis of Age: No qualified person shall on the basis of age, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from Federal financial assistance.
- 1.6.4. Section 504 of the Rehabilitation Act of 1973, as amended - Nondiscrimination on the Basis of Disability: No qualified disabled person shall on the basis of disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from federal financial assistance.
- 1.6.5. Access to Records and Record Retainage Clause: In general, all official project records and documents must be maintained during the operation of this project and for a period of five years following closeout in compliance with 24 CFR §570.490. The North Carolina Department of the Treasurer, U.S. Department of Housing and Urban Development, the Comptroller General of the United States, and the NC Department of Environmental Quality, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Administering Agency which are pertinent to the execution of this agreement, for the purpose of making audits, examinations, excerpts and transcriptions in compliance with the above Rule.
- 1.6.6. Lobbying Clauses, Required by Section 1352, Title 31, U.S. Code: No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative, agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 1.6.7. If any funds other than Federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions. This is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any

person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

- 1.6.8. Section 3 Clause: The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- 1.6.9. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- 1.6.10. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- 1.6.11. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- 1.6.12. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR

part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

1.6.13. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

1.6.14. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

SECTION 2 - ADDITIONAL SERVICES OF ENGINEER

2.1. Services **Requiring Authorization in Advance.**

2.1.1. If authorized in writing by OWNER, ENGINEER shall furnish or obtain from others Additional Services of the types listed in paragraphs 2.2. through 2.5., inclusive. These services are not included as part of Basic Services and these will be paid for by OWNER as indicated in Section 5.

2.2. **Bidding Phase (Hourly, Funding to be Obtained through BRIC at the Completion of Phase 1).**

2.2.1. Assist OWNER in advertising for and obtaining bids or negotiating proposals for each separate prime contract for construction, materials, equipment and services; and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-bid conferences and receive and process deposits for Bidding Documents.

2.2.2. Issue addenda as appropriate to interpret, clarify or expand the Bidding Documents.

2.2.3. Consult with and advise OWNER as to the acceptability of subcontractors, suppliers and other persons and organizations proposed by the prime contractor(s) (hereinafter called "Contractor(s)") for those portions of the work as to which such acceptability is required by the Bidding Documents.

- 2.2.4. Consult with OWNER concerning and determine the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the Bidding Documents.
- 2.2.5. Attend the bid opening, prepare bid tabulation sheets and assist OWNER in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment and services.
- 2.3. **Construction Administration Phase (Hourly, Funding to be Obtained through BRIC at the Completion of Phase 1).**
 - 2.3.1. General Administration of Construction Contract. ENGINEER shall consult with and advise OWNER and act as OWNER's representative as provided in the Standard General Conditions. The extent and limitations of the duties, responsibilities and authority of ENGINEER as assigned in said Standard General Conditions shall not be modified, except as ENGINEER may otherwise agree in writing. All of OWNER's instructions to Contractor(s) will be issued through ENGINEER who will have authority to act on behalf of OWNER to the extent provided in said Standard General Conditions except as otherwise provided in writing.
 - 2.3.2. Visits to Site and Observation of Construction. In connection with observations of the work of Contractor(s) while work is in progress.
 - 2.3.3. ENGINEER shall make visits to the site at intervals appropriate to the various stages of construction as ENGINEER deems necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor(s) work. In addition, ENGINEER shall provide the services of an Inspector (and assistants as agreed) at the site to assist ENGINEER and to provide necessary observation of such work. Based on information obtained during such visits and on such observations, ENGINEER shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and ENGINEER shall keep OWNER informed of the progress of the work.
 - 2.3.4. The Inspector (and any assistants) will be ENGINEER'S agent or employee and under ENGINEER'S supervision.
 - 2.3.5. The purpose of ENGINEER's visits to and representation by the Inspector (and assistants, if any) at the site will be to enable ENGINEER to determine if the Contractor's work is in substantial compliance with the Contract Documents. On the other hand, ENGINEER shall not, during such visits or as a result of such observations of Contractor(s)' work, have authority over or responsibility for the means, methods,

techniques, sequences or procedures of construction selected by Contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor(s) nor assume responsibility for Contractor(s)' failure to furnish and perform their work in accordance with the Contract documents.

- 2.3.6. Defective Work. During such visits and on the basis of such observations, ENGINEER may disapprove of or reject Contractor(s)' work while it is in progress if ENGINEER believes that such work will not produce a completed Project that conforms to the Contract Documents or that the defective work will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents.
- 2.3.7. Interpretations and Clarifications. ENGINEER shall issue necessary interpretations and clarifications of the Contract Documents and in connection therewith prepare work directive changes and change orders as required.
- 2.3.8. Shop Drawings. ENGINEER shall review and approve (or take other appropriate action in respect of) Shop Drawings (as that term is defined in the aforesaid Standard General Conditions), samples and other data which Contractor(s) are required to submit, but only for conformance with the design concept, reviews and approvals or other action shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto.
- 2.3.9. Substitutes. ENGINEER shall evaluate and determine the acceptability of substitute materials and equipment proposed by Contractor(s), but subject to the provision of paragraph 2.3.2.
- 2.3.10. Inspections and Tests. ENGINEER shall have authority, as OWNER's representative, to require special inspection or testing of the work, and shall receive and review all certificates of inspections, testings, and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents (but only to determine that their content complies with the requirements of, and the results certified indicate compliance with, the Contract Documents.)
- 2.3.11. Disputes between OWNER and Contractor. ENGINEER shall act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder and make decisions on all claims of OWNER and Contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work. ENGINEER shall not be liable for the results of any such interpretations or decisions rendered in good faith.

2.3.12.Applications for Payment. Based on ENGINEER's on-site observations as an experienced and qualified design professional, on information provided by the Inspector and on review of applications for payment and the accompanying data and schedules:

2.3.13.ENGINEER shall determine the amounts owing to Contractor(s) and recommend in writing, payments to Contractor(s) in such amounts. Such recommendations of payment will constitute a representation to OWNER, based on such observations and review, that the work has progressed to the point indicated, and that, to the best of the ENGINEER's knowledge, information, and belief, the quality of such work is in accordance with the Contract Documents (subject to an evaluation of such work as a functioning whole prior to or upon the Contract Documents and to any other qualifications stated in the recommendation). In the case of unit price work, ENGINEER's recommendations of payment will include final determinations of quantities and classifications of such work (subject to any subsequent adjustments allowed by the Contract Documents).

2.3.14.By recommending any payment, ENGINEER will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made by ENGINEER to check the quality or quantity of Contractor(s)' work as it is furnished and performed beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents. ENGINEER's review of Contractor(s)' work for the purposes of recommending payments will not impose on ENGINEER responsibility to supervise, direct or control such work or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto or Contractor(s)' compliance with laws, rules, regulations, ordinances, codes or orders applicable to their furnishing and performing the work. It will also not impose responsibility of ENGINEER to make any examination to ascertain how or for what purposes any Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any of the work, materials or equipment has passed to OWNER free and clear of any lien, claims, security interests or encumbrances, or that there may not be other matters at issue between OWNER and CONTRACTOR that might affect the amount that should be paid.

2.3.15.Contractor(s)' Completion Documents. ENGINEER shall receive and review maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals which are to be assembled by Contractor(s)' in accordance with the Contract Documents (but such review will only be to determine

that their content complies with the requirements of, and in the case of certificates of inspection, tests and approvals the results certified indicate compliance with, the Contract Documents(s); and shall transmit them to OWNER with written comments.

2.3.16. Inspections. ENGINEER shall conduct an inspection to determine if the work is substantially complete and a final inspection to determine if the completed work is acceptable so that ENGINEER may recommend, in writing, final payment to Contractor(s)' and may give written notice to OWNER and the Contractor(s)' that the work is acceptable (subject to any conditions therein expressed), but any such recommendation and notice will be subject to the limitations expressed within this contract.

2.3.17. Provide assistance in the closing of any financial or related transaction for the Project.

2.3.18. Provide assistance in connection with the refining and adjusting of any equipment or system.

2.3.19. Prepare a set of reproducible record prints of Drawings showing those changes made during the construction process, based on the marked-up prints, drawings and other data furnished by Contractor(s)' to ENGINEER and which ENGINEER considers significant.

2.3.20. In company with OWNER, visit the Project to observe any apparent defects in the completed construction, assist OWNER in consultations and discussions with Contractor(s)' concerning correction of such deficiencies, and make recommendations as to replacement or correction of defective work.

2.3.21. Limitation of Responsibilities. ENGINEER shall not be responsible for the acts or omissions of any Contractor, or of any subcontractor or supplier, or any of the Contractor(s)' or subcontractor(s)' or supplier(s)' agents or employees or any other persons (except ENGINEER's own employees and agents) at the site or otherwise furnishing or performing any of the Contractor(s)' work; however, nothing contained in paragraphs 2.3.1. through 2.3.11 inclusive, shall be construed to release ENGINEER from liability for failure to properly perform duties and responsibilities assumed by ENGINEER in the Contract Documents.

2.3.22. Construction Staking. Engineer shall provide construction staking. (Staking may be included in the construction contract as a lump sum item at the time of bidding).

2.4. Additional Services of Engineer

- 2.4.1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effect on the design requirements of the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
- 2.4.2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by OWNER.
- 2.4.3. Services resulting from significant changes in the general scope, extent or character of the Project or its design including, but not limited to, changes in size, complexity, OWNER's schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond ENGINEER's control.
- 2.4.4. Providing renderings or models for OWNER's use.
- 2.4.5. Preparing documents for alternate bids requested by OWNER for Contractor(s)' work which is not executed or documents for out-of-sequence work.
- 2.4.6. Investigations and studies involving, but not limited to, detailed consideration of operations, maintenance and overhead expenses; providing value engineering during the course of design; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing and assisting OWNER in obtaining process licensing; detailed quantity surveys of material, equipment and labor; and audits or inventories required in connection with construction performed by OWNER.
- 2.4.7. Furnishing services of independent professional associates and consultants for other than Basic Services (which include, but are not limited to, customary civil, structural, mechanical and electrical engineering and customary architectural design incidental thereto). This section includes the services from professionals identifying regulatory wetlands and submitting permits relating thereto.
- 2.4.8. Services during out-of-town travel required of ENGINEER other than visits to the site, OWNER's office, or meetings with state agencies as required by Section 1.

2.4.9. Assistance in connection with bid protests, rebidding or renegotiating contracts for construction, materials, equipment or services, except when such assistance is required to complete services called for elsewhere within contract.

2.4.10. Preparation of operating, maintenance and staffing manuals.

2.4.11. Preparing to serve or serving as a consultant or witness for OWNER in any litigation involving the Project.

2.4.12. Additional services in connection with the Project, including services which are to be furnished by OWNER in accordance with Article 3, and services not otherwise provided for in this Agreement.

2.5. Required Additional Services.

2.5.1. When required by the Contract Documents in circumstances beyond ENGINEER's control, ENGINEER shall furnish or obtain from others, as circumstances require during construction and without waiting for specific authorization from OWNER, Additional Services of the types listed in paragraphs 2.4 extended and inclusive. These services are not included as part of Basic Services. ENGINEER shall advise OWNER promptly after starting any such additional services which will be paid for by OWNER as indicated in Section 5.

2.5.1.1. Services in connection with work directive changes and change orders to reflect changes requested by OWNER if the resulting change in compensation for Basic Services is not commensurate with the additional services rendered.

2.5.1.2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitutions proposed by Contractor(s); and services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by Contractor.

2.5.1.3. Services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.

2.5.1.4. Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or neglected work of any Contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, and (4) default by any Contractor.

2.5.1.5. Services (other than Basic Services described above) in connection with any partial utilization of any part of the Project by OWNER prior to Substantial Completion.

2.5.1.6. Evaluating an unreasonable or extensive number of claims submitted by Contractor(s)' or others in connection with the work.

2.5.1.7. Services assisting the OWNER with additional Funding Applications not previously included.

SECTION 3 – OWNER'S RESPONSIBILITIES

- 3.1. OWNER shall do the following in a timely manner so as not to delay the services of ENGINEER.
- 3.2. Designate in writing a person to act as OWNER's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to ENGINEER's services for the Project.
- 3.3. Provide all criteria and full information as to OWNER's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER will require to be included in the Drawings and Specifications.
- 3.4. Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
- 3.5. Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under this Agreement.
- 3.6. Examine all studies, reports, sketches, drawings, Specifications, proposals and other documents presented by ENGINEER, obtain advice of an attorney, insurance counselor and other consultants as OWNER deem appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.
- 3.7. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services and OWNER may require or Engineer may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s)', such auditing service as OWNER may require to

ascertain how or for what purpose any Contractor has used the moneys paid under the construction contract, and such inspection services as OWNER may require to ascertain that Contractor(s)' are complying with any law, rule, regulation, ordinance, code or other applicable to their furnishing and performing the work.

- 3.8. If OWNER designates a person to represent OWNER at the site who is not ENGINEER or ENGINEER's agent or employee, the duties, responsibilities and limitations of authority of such other person and the affect thereof on the duties and responsibilities of ENGINEER and the Inspector (and any assistants) will be set forth in an exhibit that is to be identified, attached to and made a part of this Agreement before such services begin.
- 3.9. Furnish to ENGINEER data or estimated figures as to OWNER's anticipated costs for services to be provided by others for OWNER (such as services pursuant to paragraphs 3.5 through 3.7, inclusive) so that ENGINEER may make the necessary findings to support opinions of probable total project cost.
- 3.10. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings and substantial completion inspections and final payment inspections.
- 3.11. Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's services, or any defect or nonconformance in the work of any Contractor.
- 3.12. Furnish, or direct ENGINEER to provide, Additional Services as stipulated in paragraph 2.1. of this Agreement or other services as required.
- 3.13. Bear all costs incident to compliance with the requirements of this Section 3.

SECTION 4 – PERIODS OF SERVICE

- 4.1. The provisions of this Section 4 and the various rates of compensation for ENGINEER's services provided for elsewhere in this Agreement have been agreed upon in anticipation of the orderly and continuous progress of the Project through completion of the Construction Phase. ENGINEER's obligation to render services hereunder will extend for a period which may reasonably be required for the design, award of contracts, construction and initial operation of the Project including extra work and required extensions thereto.
- 4.2. Upon authorization from OWNER, ENGINEER shall proceed with the performance of the service called for in the Final design Phase; and shall deliver Contract Documents and an opinion of probable Total Project Costs for all work of Contractor(s) on the Project.

- 4.3. ENGINEER's services under the Final Design Phase shall each be considered complete at the earlier of (1) the date when the submissions for that phase have been accepted by OWNER or (2) thirty days after the date when such submissions are delivered to OWNER for final acceptance, plus in each case such additional time as may be considered reasonable for obtaining approval of governmental authorities having jurisdiction to approve the design of the Project.
- 4.4. After acceptance by OWNER of the ENGINEER's Drawings, Specifications and other Final Design Phase documentation including the most recent opinion of probable Total Project Costs and upon authorization to proceed, ENGINEER shall proceed with performance of the services called for in the Bidding or Negotiating Phase. This Phase shall terminate and the services to be rendered thereunder shall be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective Contractor(s)' (except as may otherwise be required to complete the services as required within the contract).
- 4.5. The Construction Administration Phase will commence with the execution of the first prime contract to be executed for the work of the Project or any part thereof, and will terminate upon written recommendation by Engineer of final payment on the last prime contract to be completed. Construction Phase services may be rendered at different times in respect of separate prime contracts if the Project involves more than one prime contract.
- 4.6. If OWNER has requested significant modifications or changes in the general scope, extent or character of the Project, the time of performance of ENGINEER's services shall be adjusted equitably.
- 4.7. If OWNER fails to give prompt authorization to proceed with any phase of services after completion of the immediately preceding phase, or if the Construction Phase has not commenced within 180 calendar days (plus such additional time as may be required to complete the services called for elsewhere in this contract) after completion of the Final Design Phase, ENGINEER may, after giving seven days written notice to OWNER, suspend services under this Agreement.
- 4.8. In the event that the work designed or specified by ENGINEER is to be furnished or performed under more than one prime contract, or if ENGINEER's services are to be separately sequenced with the work of one or more prime contractors (such as in the case of fast-tracking), OWNER and ENGINEER shall, prior to commencement of the Final Design Phase, develop a schedule for performance of ENGINEER's services during the Final Design,

Bidding or Negotiating and Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate contracts.

SECTION 5 – PAYMENTS TO THE ENGINEER

5.1. Methods of Payment for Services and Expenses of ENGINEER.

5.1.1. For Basic Services of Engineer under this agreement, payment will be made on a lump sum basis or on an hourly rate basis in accordance with the Hourly Rate Charge Schedule attached hereto for work rendered in accordance with the appropriately labeled section. Summarized below is the total budget for Engineering Fees estimated under this agreement:

Summary of Payments			
Section		Fee Type	Phase 1
1.2	Engineering Design Services	Lump Sum	\$ 185,000
1.3	Engineering and Environmental Reporting	Lump Sum	\$ 35,000.00
1.4	Surveying	Lump Sum	\$ 45,000.00
1.5	Sub-Recipient Management Costs	Budgeted - Hourly	\$ 13,250.00
	Total Budget for Engineering Fees		\$ 278,250.00

5.1.2. For Additional Services. OWNER shall pay ENGINEER for Additional Services rendered under Section 2 on an hourly rate basis in accordance with the Hourly Rate Charge Schedule or a mutually agreed to price.

5.1.3. ENGINEER will be compensated for work performed as defined by subconsultants at subconsultant fee plus ten percent (10%).

5.1.4. For Reimbursable Expenses. In addition to payments provided for in paragraph 5.1.1, OWNER shall pay ENGINEER the actual costs (except where specifically provided otherwise) of all Reimbursable Expenses incurred in connection with all Basic and Additional Services.

5.1.5. The terms "Salary Costs" and "Reimbursable Expenses" have the meanings assigned to them in paragraph 5.4.

5.2. Times of Payments.

- 5.2.1. ENGINEER shall submit monthly statements for Basic and Additional Services rendered and for Reimbursable Expenses incurred. OWNER shall make prompt monthly payments in response to ENGINEER's monthly statements.

5.3. Other Provisions Concerning Payments.

- 5.3.1. In the event of termination by OWNER under paragraph 7.1 upon the completion of any phase of the Basic Services, progress payments due ENGINEER for services rendered through such phase shall constitute total payment for such services. In the event of such termination by OWNER during any phase of the Basic Services, ENGINEER also will be reimbursed for the charges of independent professional associates and consultants employed by ENGINEER to render Basic Services, and paid for services rendered during that phase on the basis of ENGINEER's Salary Costs times a factor of 2.0 for services rendered during that phase to date of termination by ENGINEER's principals and employees engaged directly on the Project. In the event of any such termination, ENGINEER will be paid for all unpaid Additional Services and unpaid Reimbursable Expenses.
- 5.3.2. Records of ENGINEER's Salary Costs pertinent to ENGINEER's compensation under this Agreement will be kept in accordance with generally accepted accounting practices. Copies will be made available to OWNER at cost on request prior to final payment for ENGINEER's services.

5.4. Definitions.

- 5.4.1. The Salary Costs used as a basis for payment mean salaries and wages (basic and incentive) paid to all ENGINEER's personnel engaged directly on the Project, including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel; plus the cost of customary and statutory benefits including, but not limited to, social security taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay and other group benefits.
- 5.4.2. Reimbursable Expenses mean the actual expenses incurred by ENGINEER or ENGINEER's independent professional associates or consultants directly or indirectly in connection with the Project, such as expenses for: obtaining bids or proposals from Contractor(s); reproduction of reports, Drawings, Specifications, Bidding Documents and similar Project-related items in addition to those required under Section 1; and if authorized in advance by OWNER, overtime work requiring higher than regular rates.

In addition, if authorized in advance by OWNER, Reimbursable Expenses will also include expenses incurred for computer time and other highly specialized equipment, including an appropriate charge for previously established programs and expenses of photographic production techniques times a factor of 1.10.

SECTION 6 – CONSTRUCTION COST AND OPINIONS OF COST

6.1. Construction Cost.

6.1.1. The construction cost of the entire Project (herein referred to as "Construction Cost") means the total cost to OWNER of those portions of the entire Project designed and specified by ENGINEER, but it will not include ENGINEER's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to, properties unless this Agreement so specifies, nor will it include OWNER's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project or the cost of other services to be provided by others to OWNER pursuant to paragraphs 3.5 through 3.7, inclusive.

6.2. Opinions of Cost.

6.2.1. Since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, ENGINEER's opinions of probable Total Project Costs and Construction Cost provided for herein are to be made on the basis of ENGINEER's experience and qualifications and represent ENGINEER's best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but ENGINEER cannot and does not guarantee that proposals, bids or actual Total Project or Construction Costs will not vary from opinions of probable cost prepared by ENGINEER. If prior to the Bidding or Negotiating Phase OWNER wishes greater assurance as to Total Project or Construction Costs, OWNER shall employ an independent cost estimator as provided in paragraph 3.6.

6.2.2. If a Construction Cost limit is established by written agreement between OWNER and ENGINEER and specifically set forth in this Agreement as a condition thereto, the following will apply:

6.2.3. The acceptance by OWNER at any time during the Basic Services of a revised opinion of probable Total Project or Construction Costs in excess of the then established cost

limit will constitute a corresponding revision in the Construction Cost limit to the extent indicated in such revised opinion.

SECTION 7 - OTHER

7.1. Termination:

7.1.1. The obligation to provide further services under this Agreement may be terminated:

7.1.1.1. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

7.1.1.2. Upon seven days written notice if ENGINEER believes that ENGINEER is being requested by OWNER to furnish or perform services contrary to ENGINEER'S responsibilities as a licensed professional; or

7.1.1.3. Upon seven days written notice if the ENGINEER'S services for the Project are delayed or suspended for more than ninety days for reasons beyond ENGINEER'S control.

7.1.1.4. ENGINEER shall have no liability to OWNER on account of such termination.

7.1.1.5. Notwithstanding the foregoing, this Agreement will not terminate as a result of such substantial failure if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days or receipt thereof; provided that if and to the extent such substantial failure cannot be reasonably cured with such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

7.1.2. For convenience, by OWNER effective upon the receipt of notice by ENGINEER.

7.1.2.1. The terminating party under paragraphs 7.1.1 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow ENGINEER to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of

completed and uncompleted tasks, and to assemble Project materials in orderly files.

7.2. ENGINEER shall procure and maintain insurance for protection from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom.

7.2.1. Workers Compensation Insurance shall be maintained as required by applicable law. General and Automobile Liability limits shall be at least \$1,000,000 each occurrence and \$2,000,000 aggregate.

7.2.2. Professional Liability limits shall be at least \$2,000,000 per claim and \$2,000,000 annual aggregate.

7.3. ENGINEER shall at all times remain an "Independent Contractor" with respect to the services to be performed be performed under this Agreement. The OWNER shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance, and Worker's Compensation Insurance since the ENGINEER is an "Independent Contractor".

7.4. ENGINEER affirms that it has neither an interest, nor shall acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of services under this Agreement.

7.5. Controlling Law.

7.5.1. This agreement is to be governed by the law of the STATE OF NORTH CAROLINA.

7.6. Successors and Assigns.

7.6.1. OWNER and ENGINEER each is hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and ENGINEER (and to the extent permitted elsewhere within the contract the assigns of OWNER and ENGINEER) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

7.6.2. Neither OWNER nor ENGINEER shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys

that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

7.6.3. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than OWNER and ENGINEER, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and ENGINEER and not for the benefit of any other party.

7.7. Disputes.

7.7.1. All unresolved claims, counterclaims, disputes and other matters in question between the parties hereto arising out of or relating to this Agreement or the breach thereof will be decided by the appropriate division of the General Court of Justice unless alternative resolution procedures are mutually agreed to between the Parties.

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

OWNER:

ENGINEER:

Preston Mitchell
Interim City Manager

Franz K. Holt,
President

WITNESS:

WITNESS:

Kyle Smith, PE
Public Utilities Director

Joshua S. Johnson, Vice President –
Head of Engineering

Approved:

Daphna Schwartz, Finance
Director



**Capital Project Ordinance for the City of Mebane
Sewer Rehabilitation Project**

BE IT ORDAINED by the Governing Board of the City of Mebane, North Carolina that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project ordinance is hereby adopted:

Section 1: The project authorized is the design and construction of sewer rehabilitation to be financed by grant proceeds.

Section 2: The officers of this City are hereby directed to proceed with the capital project within the terms of the budget contained herein.

Section 3: The following amounts are hereby appropriated for the project:

Appropriations	Project Budget
Engineering	\$ 278,250
Construction	\$ 2,871,750
Total	\$ 3,150,000

Section 4: The following revenues are expected to be available to complete the project:

Revenue	Project Budget
Building Resilient Infrastructure and Communities Grant	\$ 2,250,000
NC Division of Water Infrastructure Directed Grant	\$ 900,000
Total	\$ 3,150,000

Section 5: The Finance Officer is hereby directed to maintain within the Capital Project Fund sufficient specific detailed accounting records to satisfy the requirements of the General Statutes of North Carolina.

Section 6: Funds may be advanced from the Utility Fund for the purpose of making payments as due.

Section 7: The Finance Officer is hereby directed to report, on a quarterly basis, on the financial status of each project element in Section 3.

Section 8: The Budget Officer is directed to include a detailed analysis of past and future costs and revenues on this capital project in every budget submission made to this Board.

Section 9: Copies of this capital project ordinance shall be furnished to the Clerk to the Governing Board and to the Budget Officer and Finance Officer for direction in carrying out this project.



I certify as follows: that the foregoing capital project ordinance was properly adopted at a meeting of the City Council of the City of Mebane, North Carolina; that this meeting was properly called and held on December 2, 2024; that a quorum was present and acting throughout this meeting; and that this resolution has not been modified or amended and remains in full effect as of today.

Dated this _____ day of _____, 202____.

[SEAL]

City Clerk

City of Mebane, North Carolina

Mebane Fire Dept. Monthly Report

		October		Year to Date		% Change from 2023
Structural Response						
Totals		45		316		3%
Average Personnel Per Response		5		7		
Average Volunteer Response		1		2		
Non Structural Responses						
Totals		82		691		13%
Total Fire Response		127		1007		9%
Location (Year to Date)		North		South		
Total Number/Precentage		475/47%		529/53%		
		North		South		
Average Fire Response Time		5:11		5:53		
Precentage of Calls Inside City		58%		55%		
Precentage of Calls Outside City		31%		29%		
Precentage of Calls for Mutual Aid		11%		16%		
EMT Response		175		1852		7%
Location (Year to Date)		North		South		
Total Number/ Precentage		979/53%		873/47%		
CPS Seats Checked		14		150		
Smoke Alarms Checked/Installed		9		54		
Station Tours/Programs		7		14		
# of Participants		2700		4876		
Events Conducted/Attended		7		24		
Views Of Fire Safety Facebook Post		843		17109		



The Planning Board meeting was held at the Glendel Stephenson Municipal Building located at 106 E. Washington Street, Mebane, NC 27302 and livestreamed via YouTube. The video can be accessed through the following link: <https://www.youtube.com/watch?v=A7K39CCIFYs>.

Members Present:

Judy Taylor, Chair
Kurt Pearson, Vice Chair
Colin Cannell
William Chapman
Keith Hoover
Gale Pettiford
David Scott
Susan Semonite

Members Absent:

Edward Tulauskas

City Staff Present:

Ashley Ownbey, Development Director
Briana Perkins, City Planner
Chad Cross, IT Specialist

1. Call to Order

At 6:30 p.m. Chair Taylor called the meeting to order.

2. Approval of September 16, 2024, Meeting Minutes

David Scott made a motion to approve the meeting minutes. Susan Semonite seconded the motion, which passed unanimously.

3. City Council Actions Update

Ashley Ownbey informed the Board that at their October regular meeting, the Mebane City Council unanimously approved the special use permit for a childcare center at 5004 Mrs. White Lane and the rezoning and special use permit for a K-8 charter school on the corner of West Ten Road and Rock Quarry Road.

4. Request to rezone nineteen properties totaling +/- 82.92 acres located along Trollingwood Hawfields Road, Rowland Lane, and S. Third Street Extension (GPINs: 9804649659, 9804740981, 9804751126, 9804751472, 9804752606, 9804751879, 9804758112, 9804768330, 9804769157, 9804743671, 9804754067, 9804858358, 9804845824, 9804858565, 9804859748, 9804852932, 9804766069, 9804963052, 9804860293), from R-20, LM, and HM to R-6 (CD) for a Planned Unit Development of 38 townhome and 645 apartment units and B-2 (CD) for a shopping center with outparcels. by Koury Corporation.

Koury Corporation is requesting approval to rezone nineteen properties totaling +/- 82.92 acres located along Trollingwood-Hawfields Road, Rowland Lane, and S. Third Street Extension (GPINs: 9804649659, 9804740981, 9804751126, 9804751472, 9804752606, 9804751879, 9804758112,



9804768330, 9804769157, 9804743671, 9804754067, 9804858358, 9804845824, 9804858565, 9804859748, 9804852932, 9804766069, 9804963052, 9804860293), from R-20, LM, and HM to R-6 (CD) for a Planned Unit Development of 38 townhome and 645 apartment units and B-2 (CD) for a shopping center with outparcels.

The staff report is provided in the meeting agenda packet available [here](#).

Briana Perkins and Ashley Ownbey provided a more detailed overview and PowerPoint presentation of the request.

Colin Cannell asked why the project had gone through the Technical Review Committee (TRC) seven times and how often the TRC meets. Ashley Ownbey replied that the TRC meets twice a month and explained that it is common for multiple reviews to occur. Colin Cannell said that there was a history of multiple TRC reviews such as four reviews for Bowman Road Townhomes, four for R+L Carriers, five for Buc-ee's, five for Mebane Village Townhomes, five for NACC Subdivision, seven for Carolina Achieve, and seven for the current Koury request. He commented that it seemed the TRC reviews were going up over time and asked if there was any insight into why the number of reviews was increasing. Ashley Ownbey replied that in terms of the entire TRC meeting, the projects may have been reviewed only four or five times with additional reviews outside of TRC.

Colin Cannell commented that as an outsider he sees the TRC as defending a dissertation where the applicant provides plans, gets feedback, and then is done. He asked what the reason was for the multiple rounds of review. Ashley Ownbey replied that it differs with every project. She said that for the Koury project, the initial submittal only included the shopping center portion, with the residential component added with the second submittal. She said that it was fairly standard for projects to stay in TRC for four to six months.

Mike Fox, attorney with Tuggle Duggins representing Koury Corporation, introduced the team including Richard Vanore, President and CEO of Koury Corporation, Mike Longmore, Senior Vice-President of Commercial Real Estate with Koury Corporation, John Davenport with Davenport, traffic engineer, and Adam Carroll, civil engineer with Timmons Group. He provided a presentation on the history of the property with the site originally considered for industrial development, and a history of the Koury Corporation with highlights of some of their mixed-use development projects. He then provided a presentation on the project in relation to Mebane's Comprehensive Land Development Plan "Mebane by Design" and the Unified Development Ordinance (UDO). He mentioned the neighborhood meeting held on November 7, 2024, noting 35 attendees and outlining their major concerns regarding buffers, security, light pollution, noise pollution, and increased traffic along with Koury's response. He finished his portion of the presentation by mentioning the traffic improvements and how Koury would work with the North Carolina Department of Transportation (NCDOT) to coordinate with current road improvement plans.



Richard Vanore, President and CEO of Koury Corporation, provided an overview of Koury Corporation and explained how they operate as a fully integrated company. His presentation provided photos of current Koury mixed-use properties, and then renderings and example photos for the proposed project in Mebane.

Colin Cannell asked for an explanation of the condition listed on the site plan for the shopping center justifying a reduction in open space by having enhanced user experience. Mike Fox replied that most developments do not have as much walkability and the open plaza is a destination feature. Richard Vanore provided that the outlying buildings on the south of the site were designed to be restaurants with outdoor seating, which is also proposed around the plaza.

Chair Taylor asked if there was any open lawn space within the residential area for soccer or other outdoor play. Richard Vanore said that all the open green areas shown on their rendered plan were grass areas that could be used for dog runs, dog spas, and other uses.

Susan Semonite asked where the covered parking spaces were located on the plans. Richard Vanore replied that the covered parking spaces were only in the residential area. Susan Semonite asked if it was the whole parking area or just some spaces. Richard Vanore replied that there were very few covered spaces and some garage spaces will also be available.

Chair Taylor asked how the road improvements would mesh with the other NCDOT improvements along Trollingwood-Hawfields Road and if it was going to be constant construction for the next few years. Mike Fox replied that the goal is to accomplish all of the road improvements at the same time.

Chair Taylor asked about the condition of the multi-family building height of 60 feet as opposed to the 50 feet allowed by the UDO. She asked if it was for a portion of housing or for some of the decorative elements. Richard Vanore replied that 60 feet was requested to allow for some of the steeples and other decorative elements on the buildings.

Susan Semonite asked if the idea was to have roof top patios for those living on the top floors of the apartments. Richard Vanore replied that they did not design the buildings to allow for rooftop access.

Chair Taylor asked if the current buildings were designed to be four-story. Richard Vanore replied yes, the buildings were planned to be four-story with decorative peaks.

Susan Semonite asked about the other requested height of 80 feet for Tract 4. Richard Vanore replied that the Tract 4 buildings were designed for multiple stories since the expected use is office or medical.



Richard Vanore returned to the question about the coordination of traffic improvements with NCDOT. He said that the plan was for NCDOT to handle the entire process and Koury would fund their portion of improvements.

David Scott asked for clarity that this mixed-use project did not have retail on the ground-floor with residential above like other types of developments. Richard Vanore replied that he was correct and that it was more of a traditional development with retail and residential separated.

Chair Taylor asked if the road abutting the Villages at Copperstone, running from Trollingwood-Hawfields Road to S. Third Street Extension, would have calming measures. Mike Fox replied yes there would be traffic calming. Chair Taylor asked what type of calming measures. Ashley Ownbey replied that staff had recommended some pedestrian refuges where the crosswalks are located and possibly concrete medians. Mike Fox stated that the street would ultimately be maintained by the City of Mebane. Chair Taylor asked if all the other internal streets were private. Mike Fox replied yes. Richard Vanore replied that Road "A" abutting the Villages at Copperstone would become the City's and Road "B" would remain private for the development. Mike Fox commented that the location of Road "A" was due to signal spacing requirements by the NCDOT.

David Scott asked if there was no plan to install a signal at the other end of Road "A" at the intersection with S. Third Street Extension. Richard Vanore replied that there was no plan to install a signal on S. Third Street Extension.

Chair Taylor opened the floor for public comment.

Matt Skinner, 1605 Copper Circle, said that the buffer abutting the Villages at Copperstone, not including the road was too small. He said that the buffer should be at least 100-125 feet wider in line with what the UDO required. He said that arguably 150 feet should be asked for since the developer had asked for 20-50% concessions and said that the neighborly thing to do was offer the 125' buffer. He said that preserving the natural boundary between their neighborhood and the proposed development would reduce the nuisances such as encroaching headlights, noise, lighting, and even smells from nearby trash receptacles. He said that his argument references UDO Section 6 Table 6-4-1 on page 348 with special note number 4 and he also wanted to reference the rules on governing the preservation of existing vegetated buffers with an effort to leave such in an undisturbed state. He said he wanted to also point out the significant deficiency in open space and recreational areas mentioned on pages 3 and 5 of the Planning Board packet.



Kathie Boone, 1410 Copper Circle, said that the Copperstone Subdivision was a quaint community and that the proposed development would be out of character for the area. She said that commercial development was good, but the City needed to make sure the developers adhered to the UDO requirements and be smart about the developments. She said she was concerned with the buffers, the increased density of apartments which was almost a 50 percent increase from the UDO, increase in the building height, no recreation for the townhomes, traffic especially on S. Third Street Extension, noise, and increased crime.

Lisa Boren, 1405 Copperstone Village Drive, said that a major concern was security. She expressed dislike for the idea of the neighborhood's sidewalk being connected to the new development. She also mentioned that there was not much walkability if the whole apartment area was to be gated. She said that she would be interested in seeing the revised site plan since the developers had said they increased the buffers and moved the buildings. Her final concern was that Koury would sell the property after developing, and something else goes on the site.

Jake Segee, 1303 Copperstone Village Drive, agreed with Matt Skinner's comments.

Dr. Ashley Skinner, 1605 Copper Circle, agreed with Matt Skinner and said that overall growth was necessary, but it was up to the City and Planning Board to ensure a good balance between existing neighbors and new development.

Kurt Pearson asked if the Planning Board was seeing the most recent site plans. Ashley Ownbey confirmed that the most recent site plan was included in the Planning Board packet.

Frank Robinson, 1703 Copper Circle, said he had three main points as to why the Planning Board should not recommend the request. He said the first point was the "not in my backyard view" since the neighbors in Copperstone would be able to see the whole development leading to noise and light pollution. He said the next point or the "street view" concern was the immense density of the development especially in regard to traffic. He commented that he was not convinced with Buc-ee's being down the road, that exit 152 would not get backed up affecting both neighbor and bus commutes. He said the last point was a "city and regional view" with distribution networks of regional hubs like UPS and Walmart being affected by the increased traffic with the new developments. He finished mentioning that he believed that some of these developments were getting away from Mebane's "Positively Charming" moniker.

Ashley Sue Bullers, 1402 Copper Circle, said she was concerned with the major rezoning request in regard to the area, increased density, parking, crime, pollution, and nearly non-existent buffer zones. She said there was a concern of property values decreasing due to the development.

Bob Jennings, 1401 Copperstone Village Drive, agreed with Matt Skinner and other speakers.



Kevin Hartzog, 1510 Iron Drive, was concerned with the many conditions requested and commented that the plan should be adjusted to meet more of the UDO requirements to prioritize the health, safety, and general well-being of the neighbors. He said that the parking requirements should be reduced for the mixed-use development and that the reduced amount could provide more open space. He said there should be larger buffer strips to reduce costs, he provided that he was a construction cost estimator. He advocated for maintaining the natural buffers as much as possible. He requested that Tract 3A townhomes be restricted to three-stories for the privacy of neighbors, noted that there was inconsistency in the requirements on Tracts 3A and 3B with a semi-opaque fence that should be opaque, and commented on the rerouting of surface water from the Copperstone subbasin to the new development's subbasin that would affect the wetlands area.

David Boren, 1405 Copperstone Village Drive, said that the original plan for the industrial use was a better fit since it was already zoned for that use and would bring more employment opportunities to the area.

Collin Cannell read prepared remarks and distributed them to members of the Planning Board. He noted that the Planning Board does not have a mandate to decide what is best for the City. He said the Board could not decide that a particular philosophy of setbacks and buffers was superior to what is in the UDO, or that a superlative architectural design compensates for a lack of open space. He stated that duty lies with the City Council and reminded the Planning Board that they were only reviewing the request against the City's Comprehensive Land Development Plan and other long-range plans. He said that in review of the request in regard to the City's long-range plans, that he had some concerns about the request. He said that the first five points consider the consistency of the proposed rezoning with the City's Comprehensive Land Development Plan.

1. The residential density being proposed here is not unheard of within Mebane. Two recent mixed-use developments involved comparable or greater density: the one commonly called the Kingsdown apartments on Washington St, and Mebane Towne Center along Cameron Ln. However, the Kingsdown apartments are inside the Downtown District and Mebane Towne Center is in the Cameron Lane District. Both of those districts are specifically targeted for greater density and infill development in the Comprehensive Plan's G-1 primary growth area. The proposed rezoning here is in the G-4 Secondary Growth Area, which is not identified as a target of density in the Plan. Any assertion that those previous developments should be seen as precedents for comparable density here would be a false equivalence.
2. The proposed rezoning would require construction of a new sewage pump station, which the city would own and manage. However, again, the site is located in the city's G-4 Secondary Growth Area. The Comprehensive Plan states that the city "is less focused on actively serving this area with new infrastructure necessary for concentrated developments." Furthermore,



- “extension of new services to these areas should be considered with calculation on the costs and benefits of new infrastructure.” Because this board has been provided insufficient information to properly consider the long-term costs and benefits of the required infrastructure, approving the rezoning would be inconsistent with the development strategy described in the Plan.
3. Principles 1 and 3 of the growth strategy described in the Comprehensive Plan direct the city to pursue “Village Concept” development over “Separation of Uses” and “Conservation Development” over “Conventional Development.” Although the proposed rezoning has been described in this application as “village concept,” the uses as laid out in the site plan are not meaningfully integrated other than being directly adjacent to each other. The Keystone apartments on Cameron are directly behind Lowe’s Foods, but no one is going around calling that a village.

Instead, the site plan is similar to that defined as Conventional Development: “Conventional development seeks to maximize the number of residential lots or the amount of retail space possible on any given piece of land... It discourages the development of local open spaces and parks, forcing residents to rely upon shared, central resources.” Because the proposed rezoning is not aligned with two of the three growth strategy principles in the Plan, approving it would be inconsistent with the objectives of the Plan.
 4. Goal 1.4 of the Comprehensive Plan reads “Ensure that adequate community facilities are integrated into new development to reduce distances to parks, schools and community centers.” The proposed site plan includes no dog park and no playground or other area focused on children. Residents would be 4 miles from the nearest park. Residents of the townhomes would be required to cross the primary road through the complex in order to access any recreational space at all. Because the proposed rezoning does not integrate adequate recreational space and is a significant distance from any existing parks, approving it would be inconsistent with Goal 1.4.
 5. Goal 1.7 of the Comprehensive Plan directs the city to “support industrial development at existing industrial parks near I-40/85.” The current zoning of the area covered by the site plan is primarily Heavy Manufacturing and secondarily Light Manufacturing as well as low-density residential. The current zoning is harmonious with the industrial uses already in place to the east and west of the site. Amending the zoning of this site from manufacturing to business & residential would deprive the city of a large quantity of developable industrial land within 300 yards of the interstate. Because the proposed rezoning would constrain industrial development near the highway, approving it would be inconsistent with Goal 1.7.



He said that his next two points consider the reasonableness of the proposed rezoning.

6. Section 9-7(A) of Mebane's Unified Development Ordinance states that, for a conditional zoning district, the purpose of the conditions specified should be to "ensure compatibility of the proposed use with the use and enjoyment of neighboring properties." However, many of the proposed conditions have no discernible basis in either compatibility of uses or enhancing the "mixed-use" nature of the development:
 - a. Outparcel condition 4 would prohibit the use of the outparcels for, among other things, a movie theater and a laundromat. These are uses that would in fact be quite beneficial to a walkable, mixed-use apartment community.
 - b. Tract 4 condition 4 would increase the maximum building height in this tract to 80 feet. No justification or extenuating circumstances are described that would necessitate such an exception to the UDO height requirements.
 - c. PUD conditions 4 and 5, Shopping Center conditions 1, 5, and 8, Tract 4 conditions 2 and 3, and Outparcel conditions 1 and 5 all reduce the size or significance of required buffers. The overall impact is a substantial reduction in buffer distance at almost every perimeter of the site plan. The applicant has described this as an intentional choice to substitute street or parking linear feet for vegetative buffer. However, this board isn't authorized to decide that this approach is preferable to the system of buffers and setbacks required by the city.
 - d. Because these conditions provide no clear benefit to the residents or the surrounding community, approving the rezoning as presented would be unreasonable.
7. The 4.35 acre stormwater containment measure, commonly known as a wet pond, is described as being 100% accredited as private open space. This determination is based on Section 6-8.3(I) of the UDO, which states that wet ponds may not be credited as open space unless the pond is "integrated as a central feature into a recreational amenity."

The applicant claims that the presence of a trail around the pond, the fountains in the pond, as well as a pedestrian bridge over the pond leading to the back of the shopping center, is sufficient to qualify as a recreational amenity, of which the pond is a central feature. While it is true that the pond is literally in the middle of the trail, it is not "integrated." It's not obvious on the site plan, but the trail is separated from the pond by a fence and a fifteen-foot retaining wall. It doesn't even go all the way around the pond, so you can't even run laps.

The pond is simply a visually interesting obstruction that residents wanting to get from the apartments to the shopping center must cross or go around. Crediting the pond, not just as open space, but as half of all open space in the tract, misreads the intent of this section of



the UDO entirely. Because this interpretation of the statute is invalid, it would not be in the public interest to accept the method of calculating private open space used in this application, and approving the rezoning as presented would be unreasonable.

Kurt Pearson commented that as previously mentioned in other meetings, he still wanted to see a good ratio of apartments for Mebane and advocated for a study to better understand the balance of multi-family and single-family housing.

William Chapman commented that his major concern was about traffic since more would be added to the intersection.

Tom Boney Jr., The Alamance News, asked the applicant to clarify the property located in Burlington that was mentioned in the presentation. Richard Vanore replied that it was the Harris Teeter property in Burlington. Tom Boney Jr. asked if Koury Corporation still owned that property. Richard Vanore confirmed Koury still owns the property. Tom Boney Jr. also asked if he was right about the Chapel Hill location being the medical offices. Richard Vanore replied yes.

Tom Boney Jr. asked if there was any better indication of who the anchor tenants would be considering that a lot of the other locations presented were grocery stores. Richard Vanore replied that they could not disclose who the anchor stores would be due to non-disclosure agreements. Tom Boney Jr. asked if any categories could be disclosed. Richard Vanore replied that all he could say was that they were tenants not currently in the area. Tom Boney Jr. expressed his opinion that the identify of the anchor store tenant was relevant to the traffic discussion.

Gale Pettiford made a motion to deny the request as follows:

*Motion to **deny** the R-6 (CD) and B-2 (CD) rezoning as presented due to a lack of*

a. Harmony with the surrounding zoning or land use

AND

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

Susan Semonite seconded the motion, which passed unanimously.

Chair Taylor noted that the request will go to the City Council on December 2, 2024, at 6:00 p.m.

5. Proposed amendment to the Flood Hazard Overlay District (FHO) in accordance with the Federal Emergency Management Agency Letter of Map Revision (LOMR) Case Number 24-04-2801P that revises the extent of the floodplain along an unnamed tributary to East Back Creek (FIRM #3710, Panel #9804, Suffix #K), effective February 28, 2025.

The Planning Board should advise and comment on the request to amend the Flood Hazard Overlay (FHO) District, as described in Article 3 of the Mebane Unified Development Ordinance and shown on the official City Zoning Map. The City adopted a new Flood Insurance Rate Map (FIRM) and



Floodplain Development Ordinance in 2017, at the direction of the Federal Emergency Management Agency (FEMA) following a reevaluation of floodplain locations and relative flood risks of properties. At the request of Withers Ravenel, acting on behalf of BT-OH LLC, FEMA initiated a process to revise the FIRM and, consequently, the City's FHO.

The staff report is provided in the meeting agenda packet available [here](#).

Ashley Ownbey provided a more detailed overview and PowerPoint presentation of the map change.

Kurt Pearson asked if this type of map amendment would become more common, recalling another amendment recently. Ashley Ownbey said the last amendment was in August 2021 for the Retreat at Lake Michael. Colin Cannell commented on the construction of the bridges on the UPS site.

Kurt Pearson made a motion to approve the map amendment as follows:

Motion to approve the amendments to the City of Mebane Unified Development Ordinance and Zoning Map as presented.

The amendments are consistent with the objectives and policies for growth and development in the Comprehensive Land Development Plan Mebane By Design and are required by State and Federal law.

David Scott seconded the motion, which passed unanimously.

Chair Taylor noted that the amendment will go to the City Council on December 2, 2024, at 6:00 p.m.

6. 2025 Planning Board Meeting Calendar

Ashley Ownbey said that there was one date change for February due to City Council amending their schedule. Colin Cannell asked if the February 17 would be an issue due to Presidents Day. Ashley Ownbey replied that the City does not observe that holiday.

The Board approved the 2025 Planning Board Meeting calendar.

7. Announcements

Ashley Ownbey informed the Board that the first public forum for the 2045 Comprehensive Land Development Plan was scheduled for November 19 from 6:00 to 8:00 p.m. at the Mebane Arts & Community Center. She also encouraged the Board to complete and share the online survey. Ashley Ownbey reported that City offices would be closed November 27 and 28.

8. Adjournment

Chair Taylor adjourned the meeting at approximately 8:30 p.m.