

Virtual Council Meeting Agenda October 5, 2020 6:00 p.m.

1.	Call to Order and Invocation Mayor Ed Hooks
2.	Public Comments
3.	Consent Agenda
	 a. Approval of Minutes i. September 14, 2020 – Virtual Regular Meeting ii. September 16, 2020 – Continued Public Hearings b. NC Franchise Ordinance with Public Service Company of North Carolina (PSNC) c. Final- Cambridge Park Townhomes
4.	Public Hearing- Requested to be Continued to the November meeting per the Applicant Quasi-Judicial BOA Special Use- Elementary/Secondary School-Bradford Academy Christian Academy (Continued from the September 14, 2020 meeting)
5.	Council Meeting Protocol and Procedure Discussion Lawson Brown, City Attorney
6.	MACC – State Emergency Shelter Agreement
7.	Adjournment Mayor



The City of Mebane is taking measures to mitigate the spread of the COVID-19 virus including banning physical attendance at public meetings, employing social distancing, and implementing remote participation. The following will allow the public to attend the meeting by remotely accessing it on the internet.

For those without internet service, you can listen to the meeting by calling 919-304-9210, password 158962.

For people who plan to view the meeting, but not comment or participate, the City is providing a YouTube live stream by searching *City of Mebane* on YouTube or at the following link:

https://www.youtube.com/channel/UCoL1RXdRDMzK98p53TMoqww

For people who plan or think they may want to address the City Council during the Public Comment Period, see options below.

Option #1- Submit Comments to be Read

- Email comment to info@cityofmebane.com. Written comments may be submitted by 4pm on Monday, October 5, 2020.
- Messages must be labeled Public Comment in the subject line and must contain commenter's name and address.
- Comments received by 4pm on Monday, October 5, 2020, will be read aloud by the City Clerk.

Option #2- Speak During the Meeting

- Email info@cityofmebane.com by Monday, October 5, 2:00pm to speak during the Public Comment Period. When the email is received by the City, an email will be sent to you with instructions on how to register to speak during the Public Comment Period.
- Messages must be labeled Public Comment in the subject line and must contain commenter's name and address.
- Registered participants will be given an access code to speak at the meeting via Zoom, a remote conferencing service.
- Callers will be held in queue and asked to mute their phones or speakers until they are called on to speak.
- Speakers will be called in the order in which they are registered.
- Per authority of NCGS 143-318.17, if a person participating remotely willfully disrupts the Council
 meeting, then upon direction by the Mayor, such person may be removed from electronic
 participation, or his or her e-mail may not be read.



AGENDA ITEM #3B

NC Franchise Ordinance with Public Service Company of North Carolina (PSNC)

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October 5, 2020

Presenters

Lawson Brown, City Attorney
Julia Wright, Dominion Energy, Economic
Development and Local Government Manager

Public Hearing

Yes □ No 🗵

Summary

Staff was contacted by Ms. Wright regarding a request for the City of Mebane to adopt an Ordinance Granting to PSNC its successors and assigns, the right to use and occupy the public ways of the City of Mebane, for the construction, operation and maintenance of a gas utility system and all necessary means for transmitting and distributing gas within said city for 30 years.

Background

City of Mebane previously entered into a Franchise Agreement with PSNC in 1959.

Financial Impact

None.

Recommendation

Staff recommends that Council adopt the ordinance as presented.

Suggested Motion

I make a motion to adopt the ordinance as presented.

Attachments

1. Ordinance

ORDINANCE

AN ORDINANCE GRANTING TO PUBLIC SERVICE COMPANY OF NORTH CAROLINA, INCORPORATED, A SUBSIDIARY OF DOMINION ENERGY CORPORATION, ITS SUCCESSORS AND ASSIGNS, THE RIGHT TO USE AND OCCUPY THE PUBLIC WAYS OF THECITY OF MEBANE, NORTH CAROLINA, FOR THE CONSTRUCTION, OPERATION AND MAINTENANCE OF A GAS UTILITY SYSTEM AND ALL NECESSARY MEANS FOR TRANSMITTING AND DISTRIBUTING GAS WITHIN SAID CITY FOR A PERIOD OF 30 YEARS.

WHEREAS, Public Service Company of North Carolina, Incorporated proposes to continue to construct, operate and maintain a Gas Utility System and all necessary means for transmission and distribution of gas within the City of Mebane, North Carolina, (the "City") and

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

SECTION 1. DEFINITIONS.

Whenever and wherever used in this Ordinance the following words and names shall have the following meanings:

- (a) <u>CITY COUNCIL</u> shall mean the governing body of the City of Mebane, North Carolina, as now or hereafter constituted.
- (b) <u>COMPANY</u> shall mean Public Service Company of North Carolina, Incorporated, dba PSNC
 Energy, a subsidiary of Dominion Energy Corporation, its successors and assigns.
- (c) <u>CITY</u> shall mean the City of Mebane, North Carolina, including its present and future boundaries.
- (d) **DEPARTMENT OF TRANSPORTATION** shall mean the North Carolina Department of Transportation or its successor.
- (e) **GAS** shall mean natural gas, mixed gas and substitute fuels carried over the Company's facilities as authorized by the North Carolina Utilities Commission.
- (f) **GAS UTILITY SYSTEM** shall mean all facilities of the Company in the City used for the transmission or distribution of Gas within the City.

- (g) <u>FERC</u> shall mean any reference made to the Federal Energy Regulatory Commission or its successor.
- (h) <u>COMMISSION</u> shall mean the North Carolina Utilities Commission or any successor body lawfully constituted.
- (i) <u>PUBLIC WAY OR WAYS</u> shall mean any public street, avenue, road, alley, lane, bridge, or other public right-of-way within the City over which the City has jurisdiction or exercises control.
- (j) GOOD UTILITY PRACTICES shall mean the practices, methods and acts engaged in or approved by a significant portion of the gas industry during the relevant time period or other practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result consistent with reliability, safety, expedition, requirements of governmental agencies having jurisdiction, and at the lowest reasonable cost. The term Good Utility Practices is not intended to be limited to the optimum practices, methods or acts to the exclusion of all others, but rather to constitute a spectrum of acceptable practices, methods, or acts.

SECTION 2. Grant of Authority

The right, power and authority is hereby granted to and vested in the Company to construct, install, replace, repair, maintain and operate transmission mains, gas mains, pipes, equipment, service lines, communications lines, facilities and other appurtenant apparatus of the gas system, for the purpose of operating a natural gas system along, across, and under the streets, alleys, bridges, rights-of-way, and other public places of the City together with any necessary rights of access thereto; and to use that natural gas system to conduct a gas business. This granting of authority is provided that the City as of the applicable time, has jurisdiction or exercises control of the public ways. This Franchise Agreement shall also permit the Company to exercise the rights granted herein without the need for additional permit(s) from the City.

SECTION 3. Conditions on Use of Public Ways

- (a) No street, alley, bridge, right-of-way or other public place used by the Company shall be obstructed longer than reasonably necessary during its work of construction or repair, and shall be restored to the same good order and condition as when said work was commenced. However, should any such damage occur due to the Company's failure to use due care, the Company shall repair the same as promptly as possible, and, in default thereof, the City, after written notice and opportunity for the Company to repair, may make such repairs and charge the reasonable cost thereof and collect the same from the Company. The Company shall save the City harmless from liability (including judgment, decrees, and legal court costs) resulting directly from its negligence and failure to use due care in the exercise of the privileges hereby granted or of its rights under this Section.
- (b) All work upon the streets and public places of the City shall be done subject to reasonable inspection of the City Manager or designee (or other legally constituted governing body) of the City, all sidewalks or street pavements or street surfaces which may be displaced by reason of such work shall be properly replaced by the Company, its successors and assigns, to the reasonable requirements of the City.

SECTION 4. Annexation Notification

The City shall mail or email notice to the Company of areas annexed into the City. Said notices shall include pertinent maps and/or tax map numbers, so that newly annexed customers may be identified.

SECTION 5. Service

(a) The Company may supply any form of gas containing approximately one thousand (1,000) BTU's per cubic foot, and its obligation in respect thereto shall continue only so long as it is able to reasonably obtain an adequate supply of such gas hereunder, provided, however, that in the supply of such gas the customers within the City shall enjoy equal rights with respect to other similar customers served by the Company consistent with Commission rules and regulations.

(b) The Company shall, as to all other conditions and elements of service not fixed herein, be and remain subject to the rules and regulations of the Commission, Department of Transportation, and FERC or its successors, applicable to gas service in the City.

SECTION 6. Nonexclusive Grant and Term

- (a) The gas franchise granted by this Ordinance is not exclusive. The City may grant the same or similar rights and privileges to other certified persons or companies at any time, provided that any such grants shall be made under terms and conditions which do not materially impair the exercise of the rights and privileges granted to the Company under this franchise.
- (b) Upon ratification and acceptance, this franchise shall constitute a contract between the City and the Company, and shall be in force and effect for an initial term of 30 years, and shall continue in force and effect year-to-year thereafter until properly terminated by either party. Either party may terminate the contract at the end of its initial term or its anniversary date any year thereafter, by giving written notice of its intention to do so no less than one (1) year before the proposed date of termination.

SECTION 7. Franchise Not Waiver of Law

This franchise is subject to the constitution and laws of the State of North Carolina, and is not a waiver of any present or future law or regulation. This franchise is not a limitation of the authority of the City to enact any ordinance or policy that does not diminish, conflict or impair the rights and authority granted to the Company in this franchise or otherwise impose additional obligations on the Company in order to exercise the rights granted herein.

SECTION 8. Regulations, Safety and Customer Service

- (a) Gas utility service is not guaranteed to be free from interruptions, supply failure or outages.
- (b) The Company will restore gas utility service using Good Utility practices.
- (c) The Company shall maintain and operate its Gas Utility System in compliance with applicable State and Federal maintenance and safety regulations.

(d) Company vehicles, responding to natural gas emergencies, may park as close to the location of the emergency as is practicable.

SECTION 9. Commission Rules and Rates

The Company may from time to time declare, make and enforce such rules and regulations as shall have been fixed or allowed by the Commission as to the sale or distribution of Gas to any of its customers in the City. The rates to be charged for Gas at all times shall be such rates as are fixed or allowed by the Commission, including such rates as shall be negotiated by the Company with certain industrial or commercial customers pursuant to authority granted by the Commission.

SECTION 10. Plat of Gas Utility System

The Company shall maintain maps or plats of its Gas Utility System within the area covered by this franchise. Such maps or plats shall be maintained in the Company's offices, and the City may review the same during any regular business hours of the Company.

SECTION 11. Bankruptcy, Successors, Assigns

In the event the Company is adjudged bankrupt or its assets are placed in the hands of a receiver or other court officer, either voluntarily or involuntarily, then the interest, rights and remedies of the City in respect to said properties and operations shall not be affected or prejudiced, and any receiver, assignee, trustee, purchaser or successor, whether by operation of law or otherwise, so succeeding to or representing the interest or position of the Company, shall be bound by this Ordinance and the terms and provisions hereof and shall be bound to carry out and perform the obligations and duties imposed upon the Company by this Ordinance. Likewise, if the Company reorganizes, merges, or consolidates with any other company, then the City is bound by this Ordinance.

SECTION 12. Revocation

In the event the Company fails to comply with the provisions of this Ordinance and, within thirty (30) days after receipt of written notice from the City, the Company fails to cure or remedy such default,

or to have begun reasonable measures to do so, then the City may cause the Company to appear at a hearing before the City upon thirty (30) days prior written notice. Any written notice to the Company shall be sent to Public Service Company of North Carolina, PO Box 4009, Cary, NC 27529-4009, Attention: Local Government and Economic Development Manager. If at such hearing the City should determine that the Company's failure or default has been substantial, repeated or flagrant, then upon such determination the City may revoke and terminate this franchise; provided, however, that the Company may file with the City within ten (10) days after such determination the Company's election to appeal to the proper North Carolina court, during the pendency of which the Ordinance shall remain in full force and effect. In that event the City and Company agree that such court shall hear and determine *de novo* whether there has been substantial, repeated or flagrant failure or default by the Company of the terms, conditions or obligations of this Ordinance. Failure or default which cannot be corrected by the Company shall not be grounds for revocation or termination, unless such failure or default shall be determined to be material and continuing.

SECTION 13. Indemnification:

The Company shall indemnify and hold harmless the City, its officers, and employees from any losses, costs, expenses, claims, judgments, suits, or demands resulting or in any manner arising from the action or inaction of the Company in constructing, operating, or maintaining a gas system, in carrying on the business of selling, transmitting or distributing gas, or in exercising or failure to exercise any right or privilege granted by this franchise and save and except for any such losses, costs, expenses, claims, judgments, suits, or demands resulting or in any manner arising from, or contributed to, by the negligent action or inaction of the City or any of its officers, agents, or employees. Provided, however, the Company's indemnification at any time is conditioned on the City having notified the Company in writing of any such claim, demand, or suit within such time as to give the Company reasonable opportunity to resolve or defend the same in behalf of the City. In the event of such notification, the Company shall have the sole and full responsibility for the resolution and defense of any such claim, demand, or suit in behalf of the City, and the City shall

cooperate fully with the Company in any such undertaking. If after proper notification, the Company fails to undertake any such responsibility, the City shall have the right to resolve or defend any such claim, demand, or suit at the expense of the Company.

SECTION 14. Severability, Third Party Rights

- (a) If any provision in this contract is determined to be invalid, void or unenforceable by any court or regulatory body having jurisdiction, such determination shall not invalidate, void, or make unenforceable any other provision, agreement or covenant of this Contract. This Contract and all provisions herein will be subject to all applicable and valid statutes, rules, orders and regulations of any governmental authority having jurisdiction over the parties, their facilities, or gas supply, this Contract or transaction or any provisions thereof.
- (b) The rights hereunder in this Ordinance accrue exclusively to the parties, their successors and assigns. It is the express intent of the parties that this franchise shall not create any rights in third parties.

SECT	ION 15. Effective Date, Term, Adoption, a	nd Ratification	
(a)	This Ordinance shall be effective from and	after the day of	_, 20,
provid	ed the Company shall have executed the	e written acceptance hereof at the end	d of this
Ordina	ance, and shall exist in force for a period of	30 years hereafter, and continue in force	e year to
year th	nereafter until cancelled upon written notice	of either party at least one year in advanc	e.
(b) All other Ordinances and clauses of Ordinances in conflict herewith are hereby repe		aled.	
	Adopted by the City of Mebane the	_ day of, 20, and	d hereby
ratified	d.		
		Ed Hooks, Mayor	_
ATTES	ST:	APPROVED AS TO FORM:	
Stepha	anie W. Shaw, City Clerk	Lawson Brown, Attorney	

ACCEPTANCE BY COMPANY

Public Service Company of North Carolina, Incorporated does hereby accept and acknowledge the foregoing Ordinance, and in consideration of the benefits and privileges granted to it does hereby agree to the terms and conditions therein provided.

This the day of	
	PUBLIC SERVICE COMPANY OF NORTH CAROLINA, INCORPORATED
	By:
	D. Russell HarrisPresident and Chief Operating Officer
ATTEST:	
	Its: Corporate Secretary Administration
Jordan C. Saltzberg (Corporate Seal)	·



AGENDA ITEM #3C

Final Plat — Cambridge Park Townhomes

Presenter

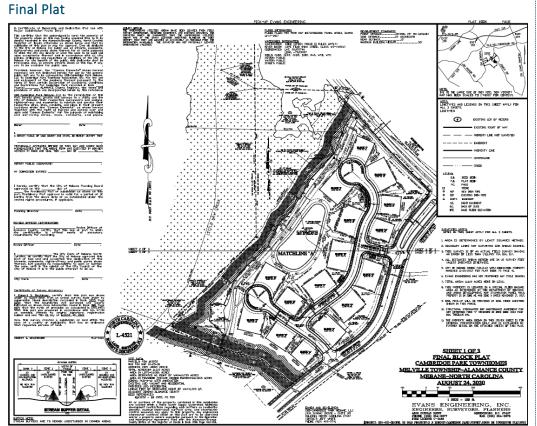
Cy Stober, Development Director

Applicant

GHD-Cambridge Park Mebane, LLC 1330 Sunday Drive Suite 105 Raleigh, NC 27607

Public Hearing

Yes □ No 🗵



Property

1909 Jones Drive, Alamance Co. Parcel ID 163252

Proposed Zoning

N/A

Current Zoning

R-12

Size

+/-11.619 acres

Surrounding Zoning

N/A – Alamance Co

Surrounding Land Uses

Residential, Vacant

Utilities

To be extended at developer's expense

Floodplain

Yes

Watershed

No

City Limits

Yes

Summary

GHD — Cambridge Park Mebane, LLC, is requesting approval of the Final Plat for one of two Townhome sections featured in the Planned Unit Development approved as a Special Use Permit by the Mebane City Council on January 8, 2018. The Final Plat will include a total area of +/-11.62 acres including +/-3.64 acres of townhome lots; +/-1.67 acres and +/-1,505 linear feet of newly dedicated public right of way for the internal road network; and 6.31 acres of common elements, including a privately-maintained stormwater pond, mulch walking trail, and open space. The 16 lots created by this plat will eventually host 83 townhome units that can be realized through the minor subdivision process, provided no additional public dedications are needed.

The Technical Review Committee (TRC) has reviewed the Final Plat and the applicant has revised the plan to reflect its comments. The subdivision of this property meets the City of Mebane's Unified Development Ordinance requirements. 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

N/A

Recommendation

The Planning Staff recommend approval of the Final Subdivision Plat.

Suggested Motion

Motion to approve the final subdivision plat as presented.

Attachments

1. Final Plat

PICK-UP EVANS ENGINEERING

N.A.D. 83 (2011) GRID COORDINATES

4609 DUNDAS DRIVE

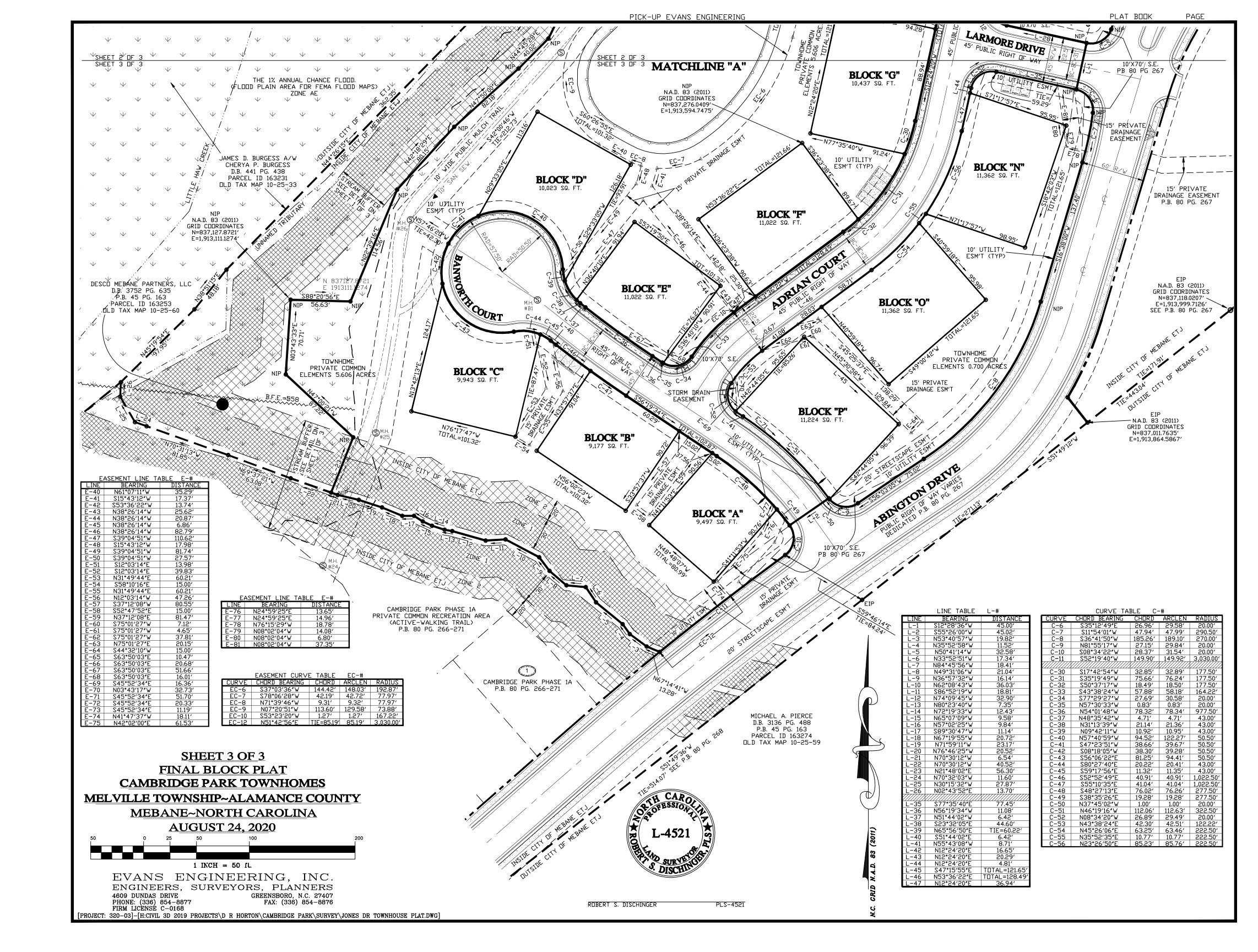
PHONE: (336) 854-8877

FIRM LICENSÉ C-0168

GREENSBORO, N.C. 27407

[PROJECT: 320-03]-[H:CIVIL 3D 2019 PROJECTS\D R HORTON\CAMBRIDGE PARK\SURVEY\JONES DR TOWNHOUSE PLAT.DWG]

FAX: (336) 854-8876





AGENDA ITEM #4

SUP 20-03
Special Use Permit —
Elementary/Secondary School for
Bradford Academy
Request to continue until the
November 2, 2020 Meeting per the
Applicant

Presenter

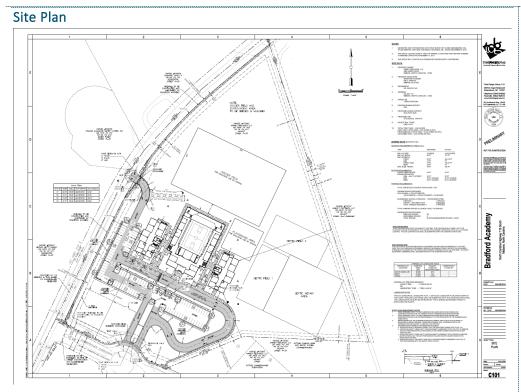
Cy Stober, Development Director

Applicant

Bradford Academy c/o Tony Fairchild 939 South Third Street Mebane, NC 27302

Public Hearing

Yes ⊠ No □ Quasi-Judicial, Board of Adjustment



Property

NC Hwy 119 South, Nereus Drive, Alamance County GPIN #9803578217

Proposed Zoning N/A

Current Zoning

R-20 Size

+/-14.02 acres of +/-54.12-ac parcel

Surrounding Zoning

R-20, M-2, B-2, MHP

Surrounding Land

Residential, Business

Utilities

To be extended at developer's expense

Floodplain

No

Watershed

No

City Limits

No

Summary

Bradford Academy, c/o Tony Fairchild, is requesting approval of a special use request for an elementary/secondary school for a 450-student private school campus on a +/-14.02-ac portion of a +/-54.12-acre property off NC Highway 119 at Nereus Drive, a private unpaved road. The applicant is not seeking annexation into the City and will be providing on-site septic treatment for wastewater needs and using Orange Alamance Water System, Inc., services for water service needs.

The project was reviewed by the City's Technical Review Committee (TRC) and the submitted site plan reflects revision from staff feedback. The applicant is requesting one waiver from the architectural requirements of Article 6-1, which prohibit the use of metal as an exterior building material. Further details on this request are available in the project packet.

The applicant was responsible for a Traffic Impact Analysis by NC General Statute, and reviewed by the NC Department of Transportation (NCDOT) Municipal School Transportation Assistance staff. The findings of satisfaction by both the NCDOT staff as well as the City's transportation engineering consultant are in the project packet. The applicant will be using Orange-Alamance Water, Inc., for water service, and an onsite septic system for wastewater treatment. The adequacy of these utility services is addressed in the agenda packet, including a technical memorandum and letter from the Mebane City Engineer Franz Holt.

Bradford Academy has the property under contract to purchase, contingent upon approval of the rezoning.

Financial Impact

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

Recommendation

The Planning staff has reviewed the request for satisfaction with the development and subdivision standard of the Mebane Unified Development Ordinance, harmony with the zoning of the surrounding area, and consistency with the City's adopted plans and recommends approval.

Suggested Motion

1. Motion to approve special use request for an Elementary/Secondary School as presented

<u>and</u>

- 2. Motion to find that the request is both reasonable and in the public interest because it finds that it:
 - a. Will not materially endanger the public health or safety;
 - b. Will not substantially injure the value of adjoining or abutting property;
 - c. Will be in harmony with the area in which it is located; and
 - d. Will be consistent with the objectives and goals in the City's adopted plans, including its Comprehensive Land Development Plan *Mebane Bu Design*. Specifically, the request meets:

- ☐ The goals and objectives of the G-2 Primary Residential (VI) Growth Area (Jones Drive & South Mebane Oaks Road)
- 3. Motion to deny the special use permit as presented due to a failure to satisfy any one of the four criteria required for approval (NOTE: criterion for failure must be specified)

Attachments

- 1. Special Use Permit Application
- 2. Zoning Map
- 3. Site Plan
- 4. Waiver Request Exterior Building Materials
- **5.** Planning Project Report
- **6.** Traffic Impact Analysis Executive Summary
- 7. Traffic Impact Analysis (Click link to view entire TIA)
- 8. NC Department of Transportation TIA findings letter
- 9. Memorandum from Ramey, Kemp, and Associates, TIA findings letter on behalf of the City
- 10. Letter from Orange-Alamance Water, Inc., regarding water service to site
- 11. Improvement Permit, Alamance County Department of Environmental Health RE: onsite septic
- 12. Water and Sewer Letter of Approval
- **13.** Technical Memorandum City Engineering Review

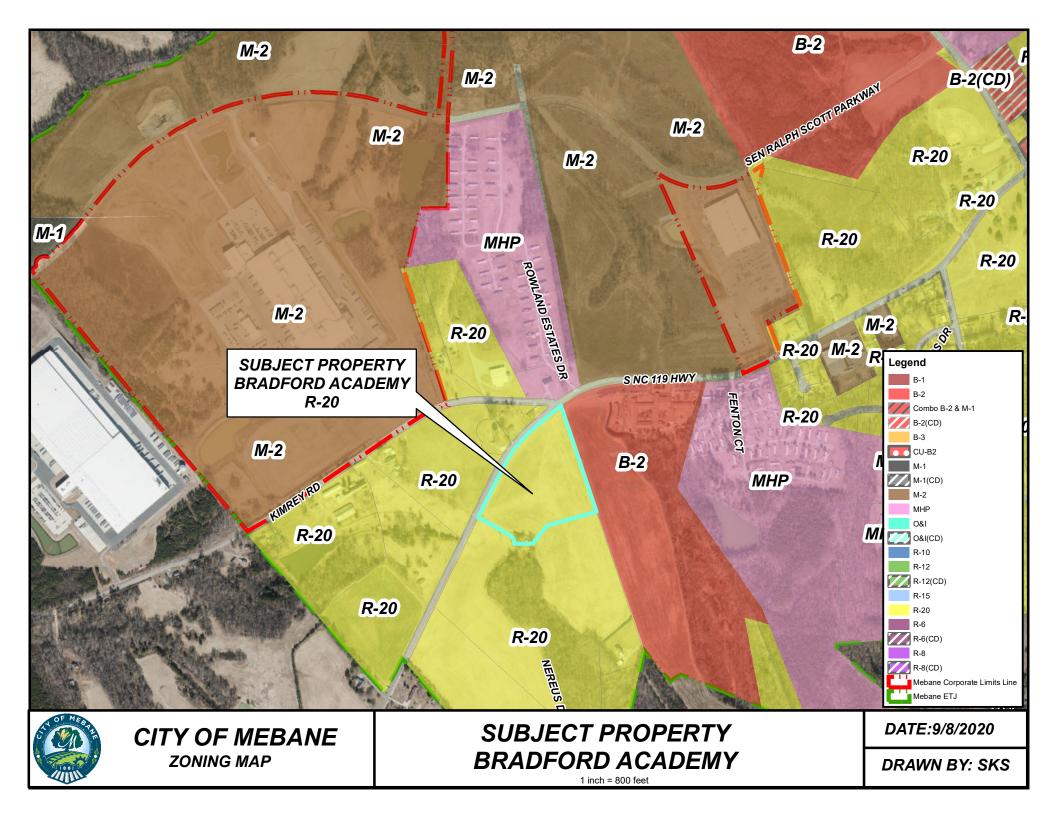


APPLICATION FOR A SPECIAL USE PERMIT

Application is hereby made for an amendment to the Mebane Zoning Ordinance as follows:				
Name of Applicant:Tony Fairchild/ Chairman of the Board, Bradford Academy				
Address of Applicant: 939 South Third Street, Mebane, NC 27320				
Address and brief description of property: <u>NC 119, just south of the NC 119/Kimrey Road</u>				
intersection. 14.02 acres portion of Tax Parcel No. 172462				
Applicant's interest in property: (Owned, leased or otherwise) Buyer, plan to purchase				
_property upon approval of Special Use Permit				
*Do you have any conflicts of interest with: Elected/Appointed Officials, Staff, etc.?				
Yes Explain: No X				
Type of request: Construct an Elementary and Secondary School in the R-20 Zoning District				
Sketch attached: Yes X NoNo				
Reason for the request: Special Use Permit approval is required in order to develop the				
property for the proposed use of Elementary and Secondary School.				
Signed: Jany Jan				
Signed:				
Action by Planning Board:				
Public Hearing Date:Action:				
Zoning Map Corrected:				

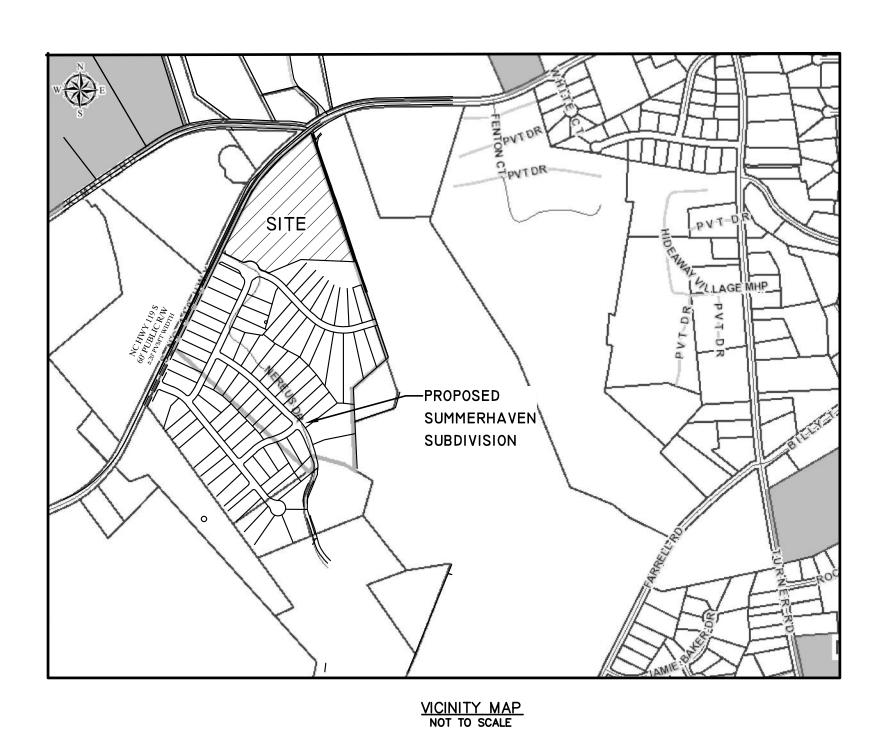
The following items should be included with the application for rezoning when it is returned:

- 1. Tax Map showing the area that is to be considered.
- 2. Names and addresses of all adjoining property owners within a 300' radius (Include those that are across the street).
- 3. \$400.00 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.



BRADFORD ACADEMY

NORTH CAROLINA HIGHWAY 119 SOUTH MEBANE, NORTH CAROLINA



PROJECT 19-057 MAY 2020

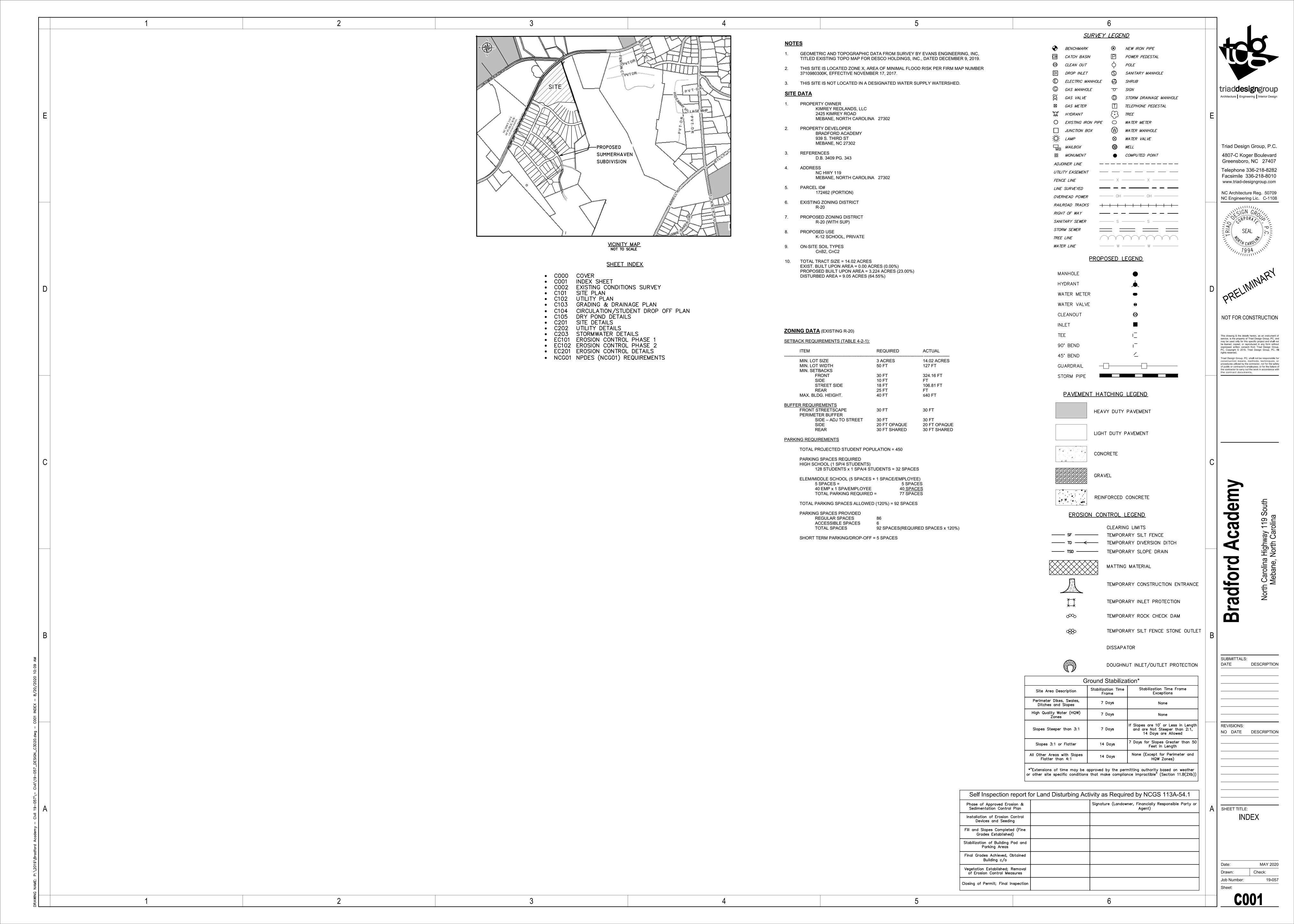


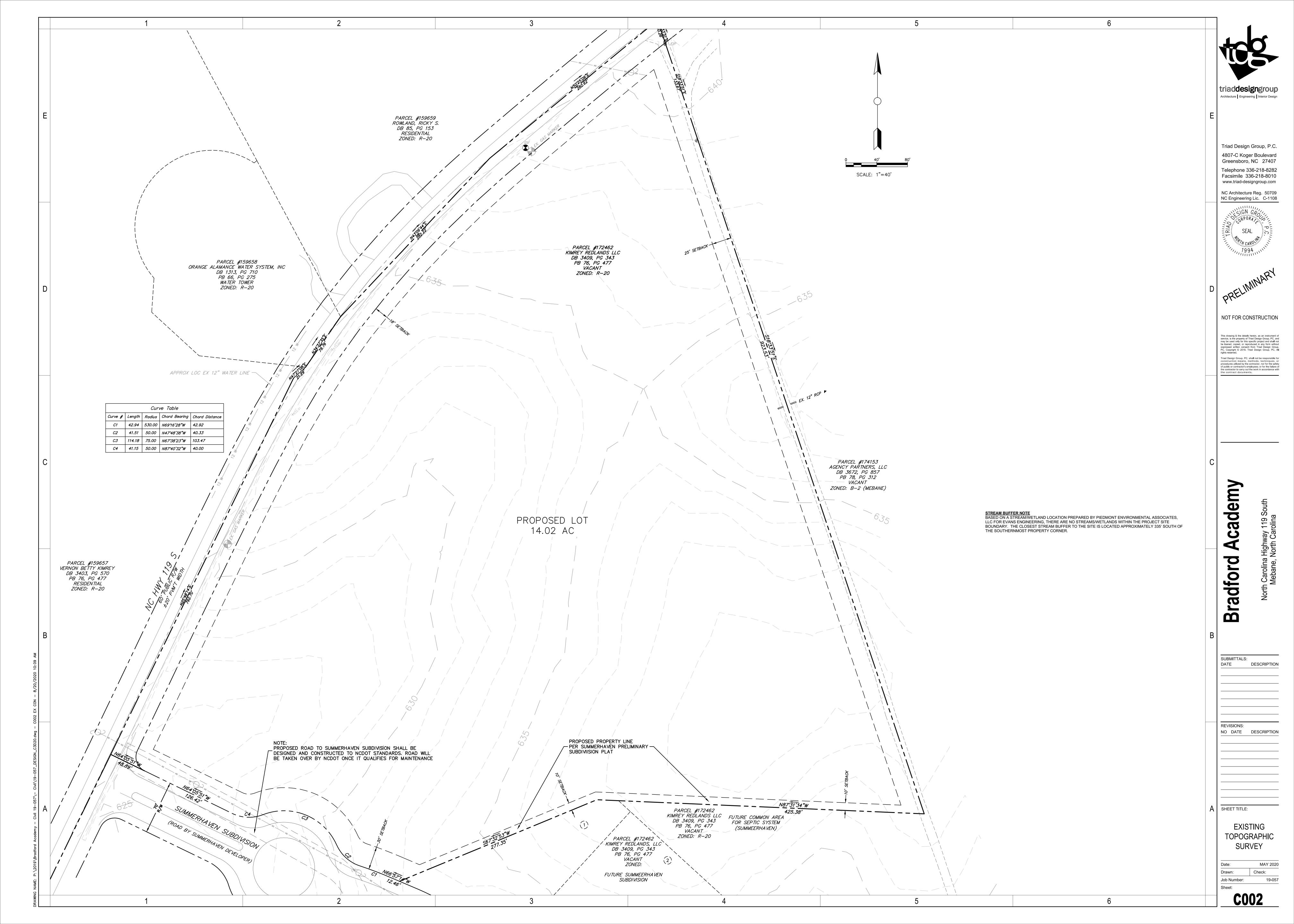
triaddesigngroup

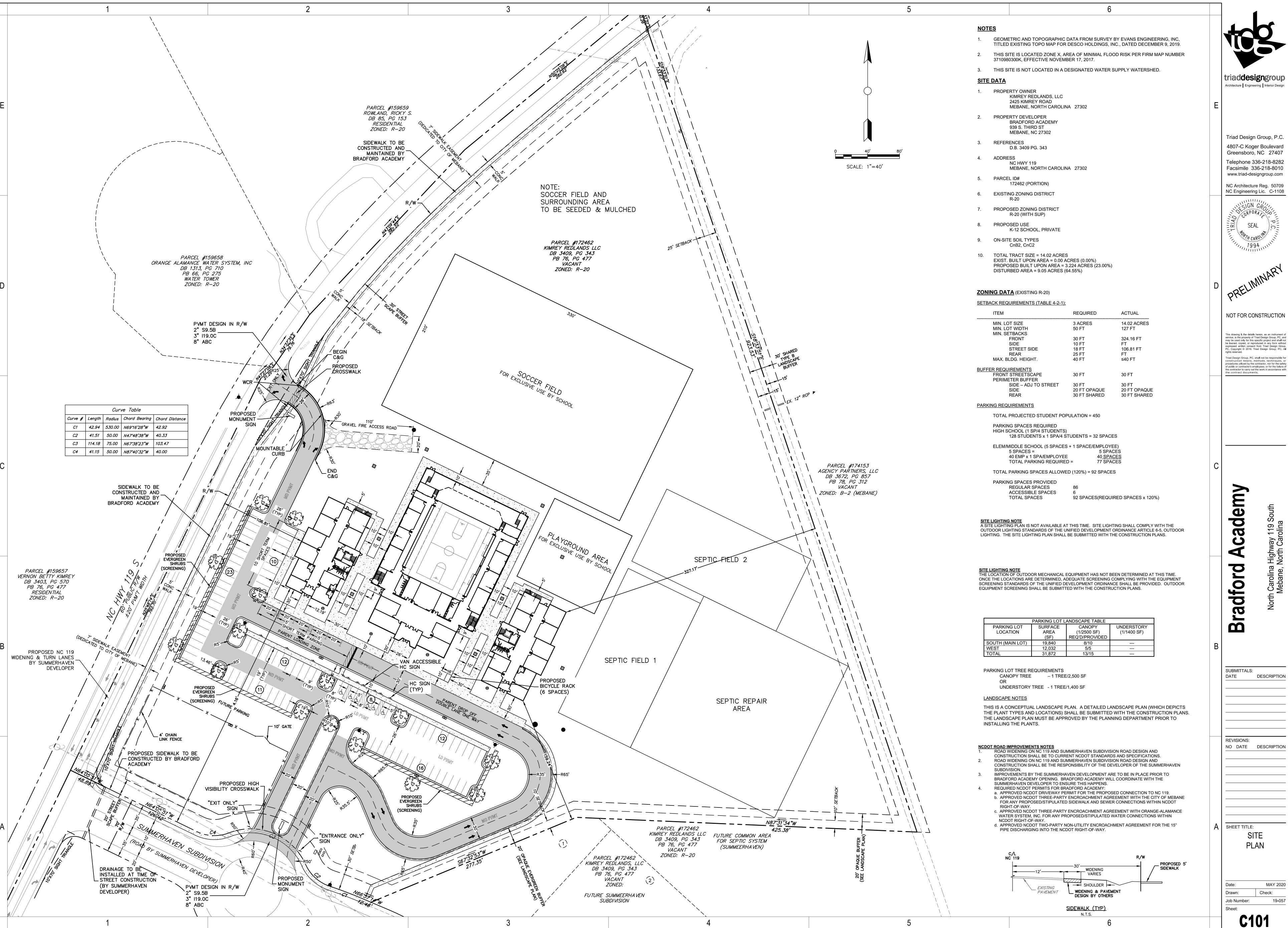
Architecture | Engineering | Interior Design

Triad Design Group, P.C.
4807-C Koger Boulevard
Greensboro, NC 27407
Telephone 336-218-8282
Facisimile 336 218-8010
www.triad-designgroup.com
NC Architecture Reg. 50709

NC Engineering Lic. C-1108

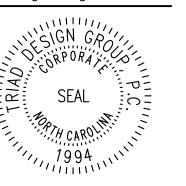






4807-C Koger Boulevard Greensboro, NC 27407 Telephone 336-218-8282 Facsimile 336-218-8010

NC Architecture Reg. 50709 NC Engineering Lic. C-1108



NOT FOR CONSTRUCTION

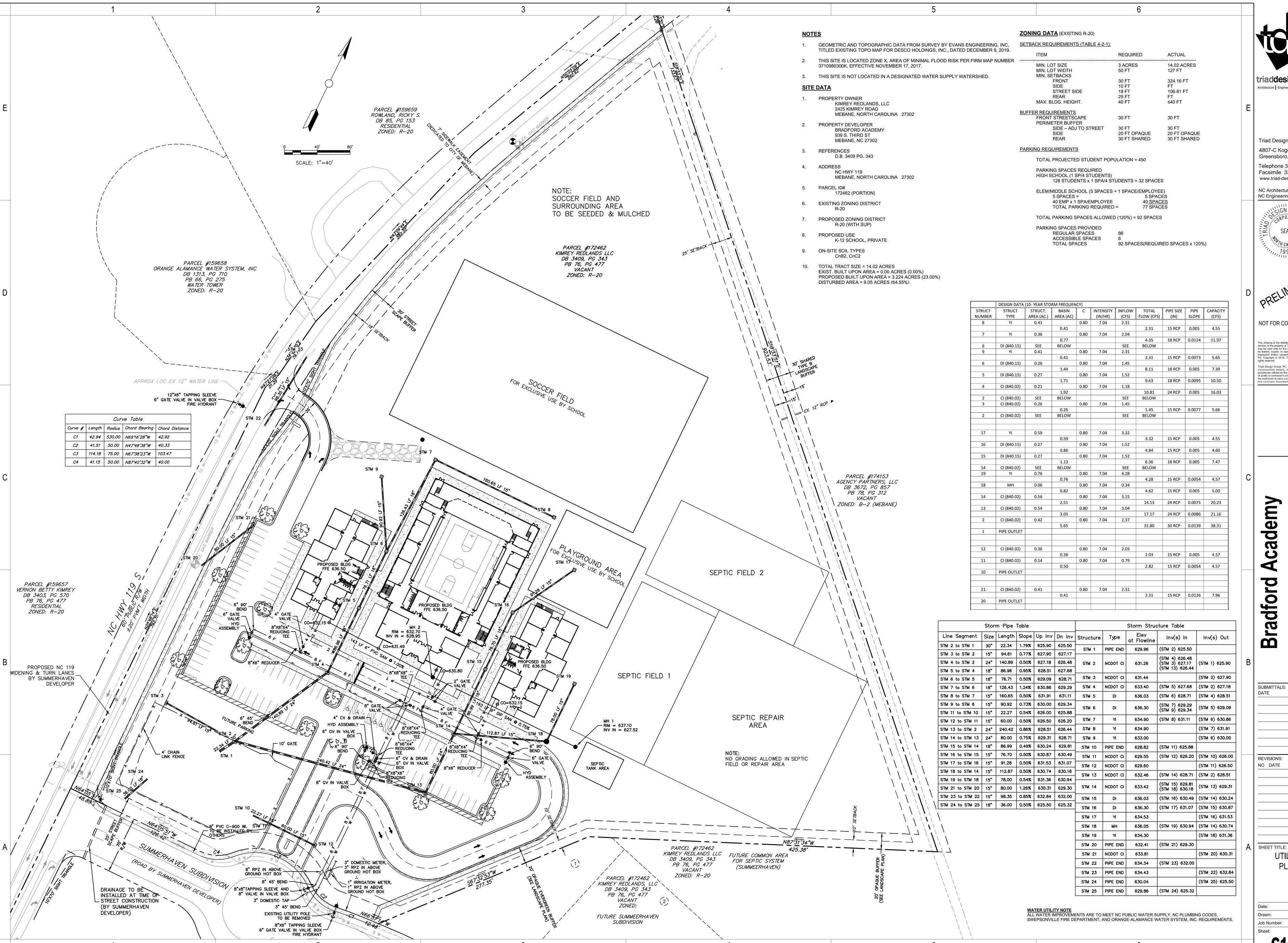
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construction means, methods, techniques, or procedures utilized by the contractor, nor for the safety of public or contractor's employees; or for the failure of the contractor to carry out the work in accordance with the contract documents.

DESCRIPTION

PLAN

MAY 2020 Check:



Architecture | Engineering | Interior Design

Triad Design Group, P.C. 4807-C Koger Boulevard Greensboro, NC 27407 Telephone 336-218-8282 Facsimile 336-218-8010 www.triad-designgroup.com

NC Architecture Reg. 50709 NC Engineering Lic. C-1108

NORPORA SEAL

NOT FOR CONSTRUCTION

nis drawing & the details herein, as an instrument o

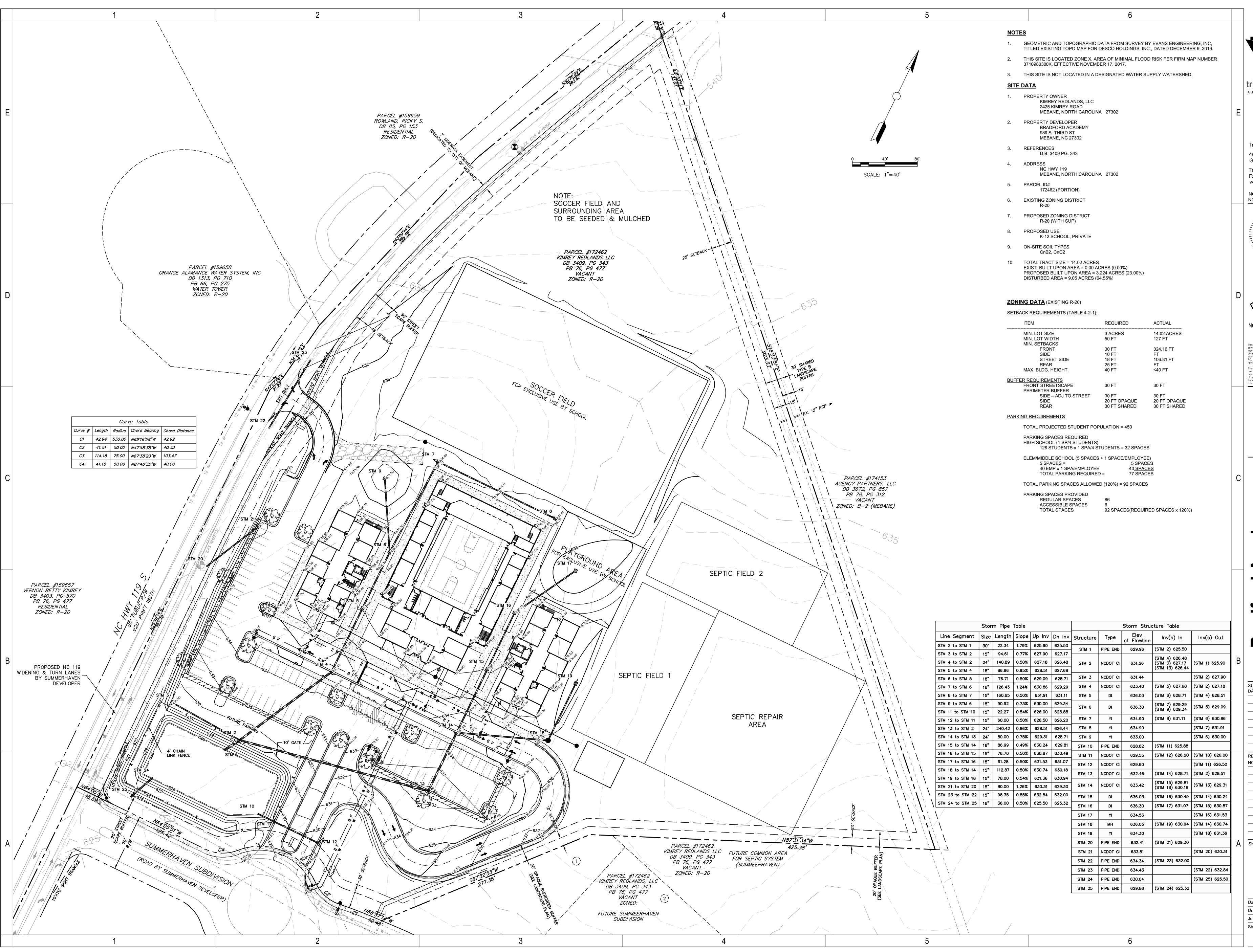
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REVISIONS: NO DATE DESCRIPTION

UTILITY PLAN

MAY 2020 Check: Drawn: Job Number:

C102



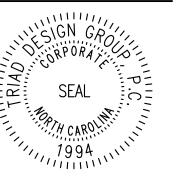
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triaddesigngroup

Architecture | Engineering | Interior Design

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NC Architecture Reg. 50709 NC Engineering Lic. C-1108



PRELIMINATION

NOT FOR CONSTRUCTION

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Bradford Acade

SUBMITTALS:
DATE DESCRIPTION

REVISIONS:
NO DATE DESCRIPTION

GRADING
PLAN

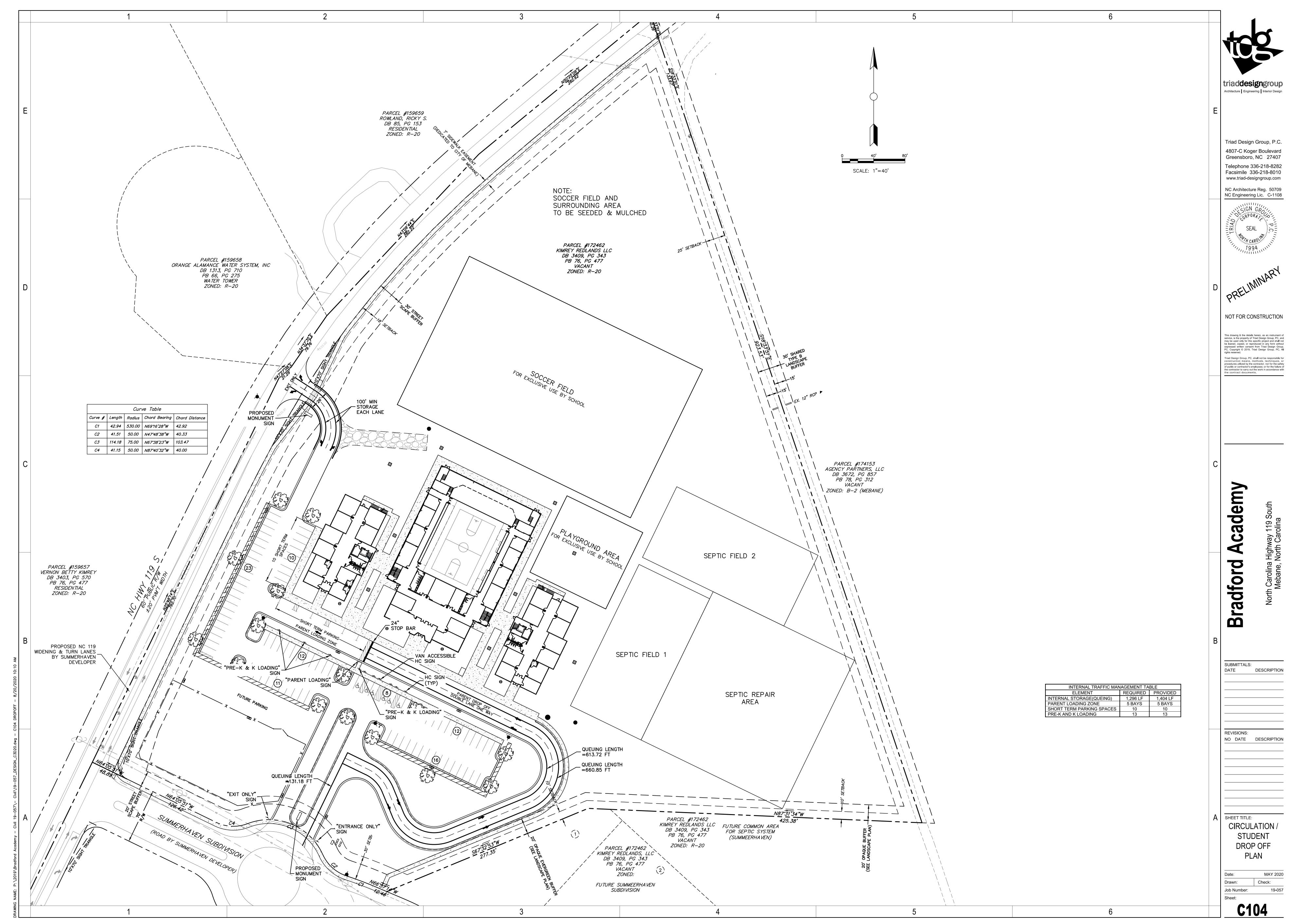
Date: MAY 2020

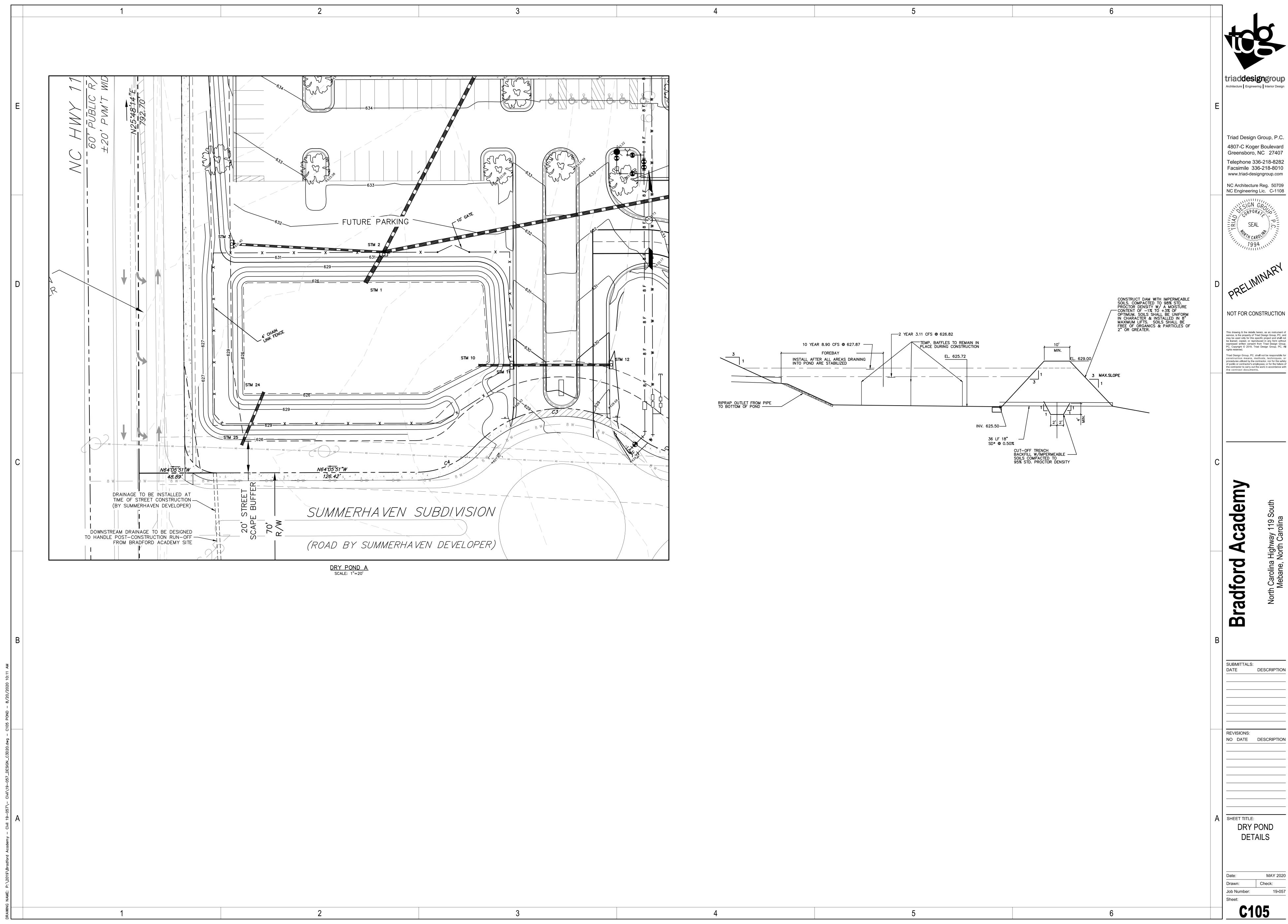
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Job Number: 19-057

Sheet:

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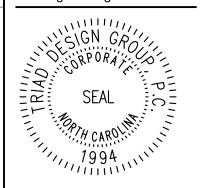




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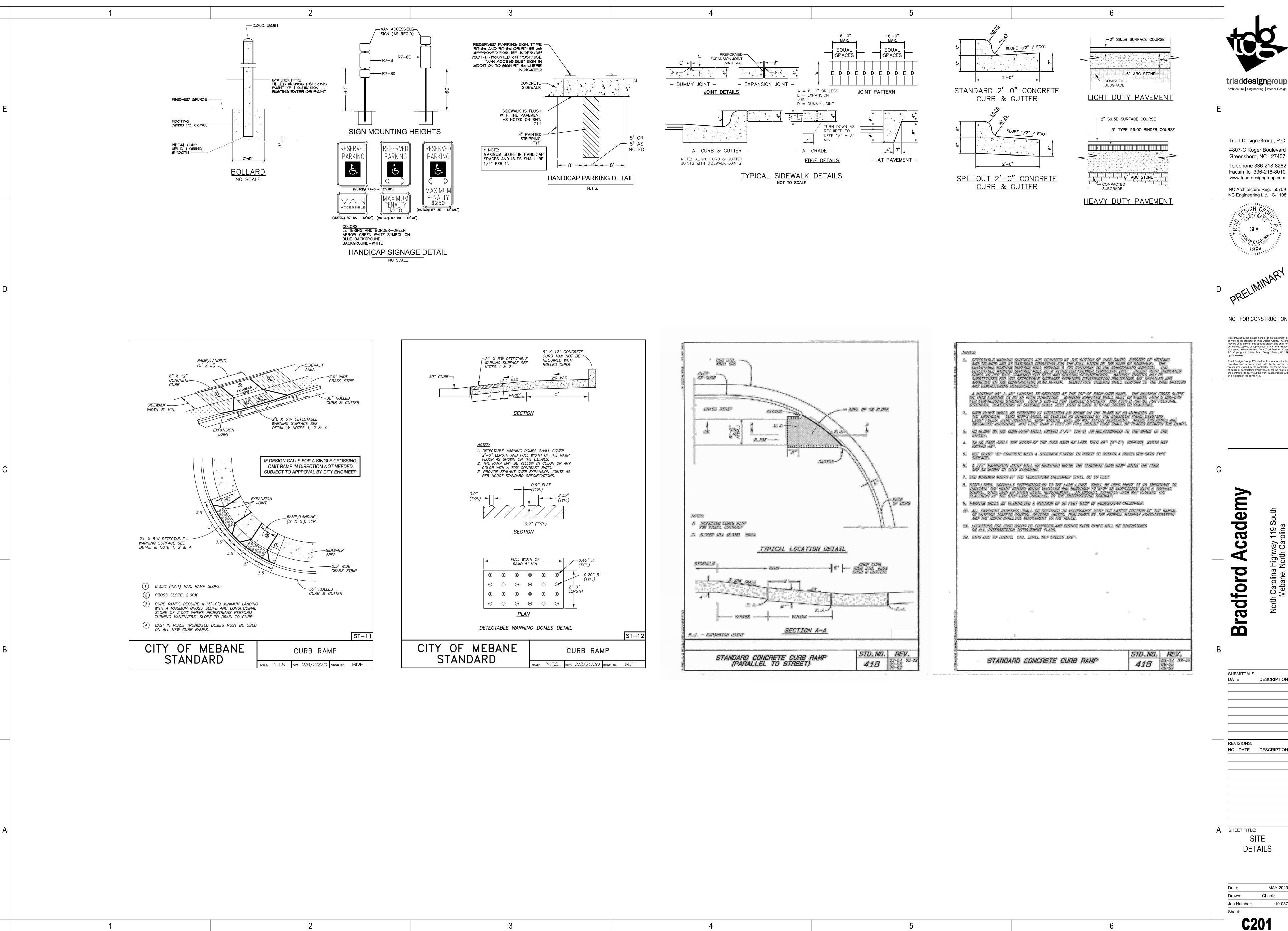
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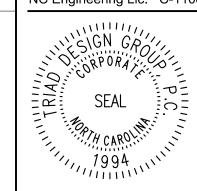
DRY POND **DETAILS**

MAY 2020



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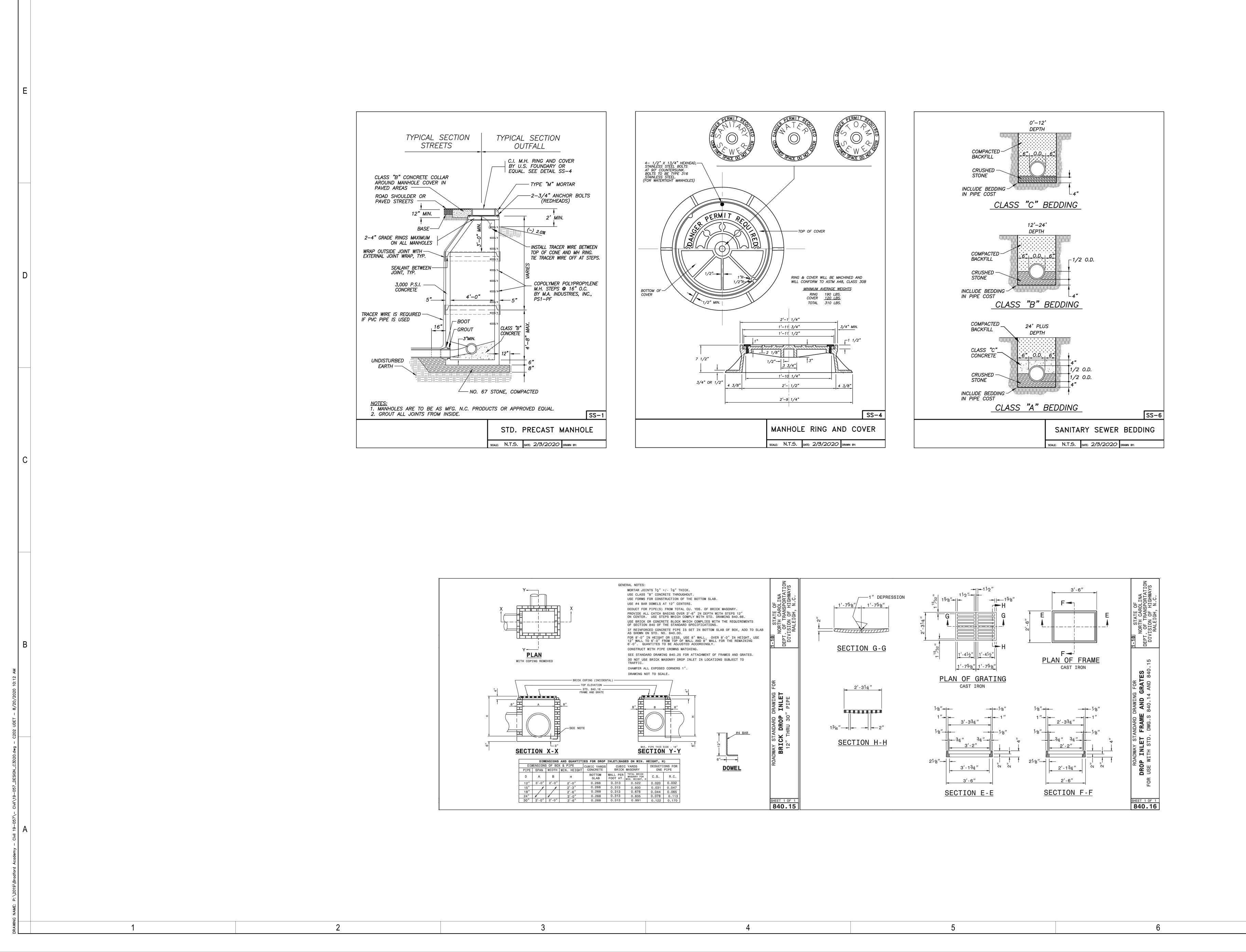


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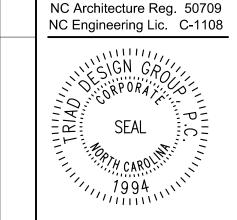


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radford Academ

SUBMITTALS:

DATE DESCRIPTION

REVISIONS:
NO DATE DESCRIPTION

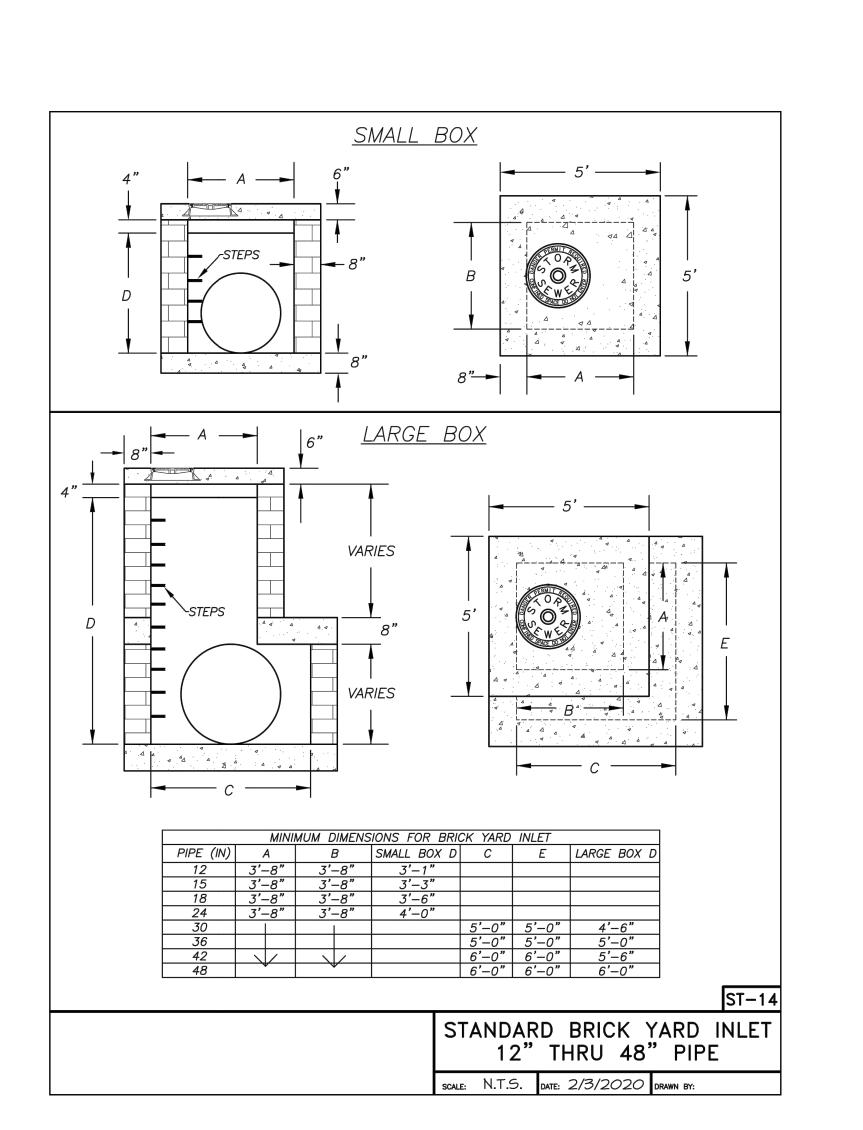
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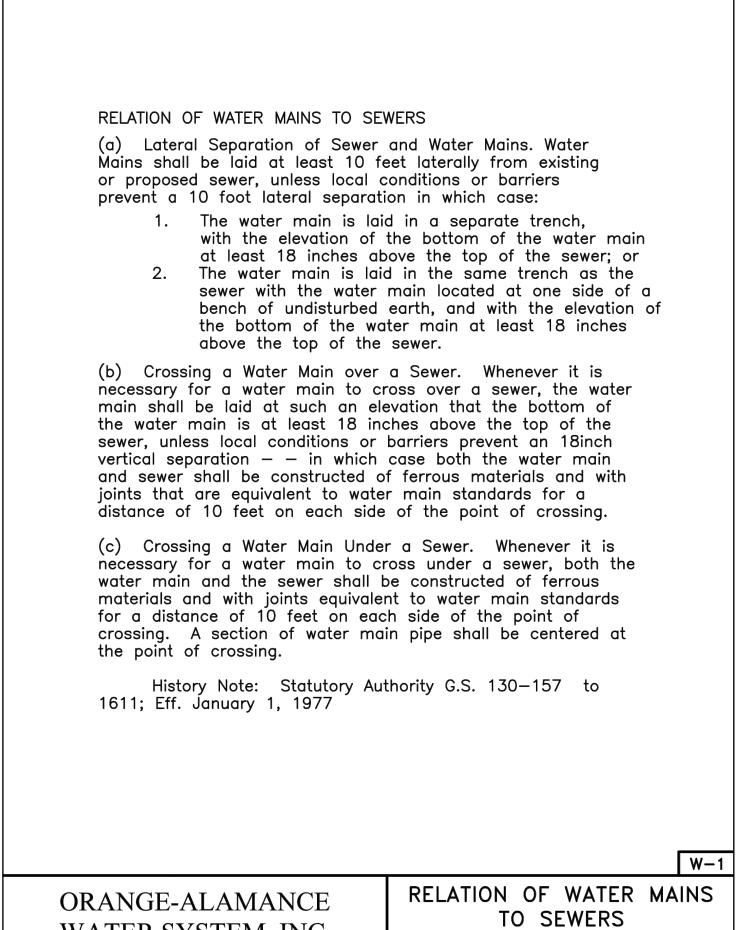
UTILITY

DETAILS

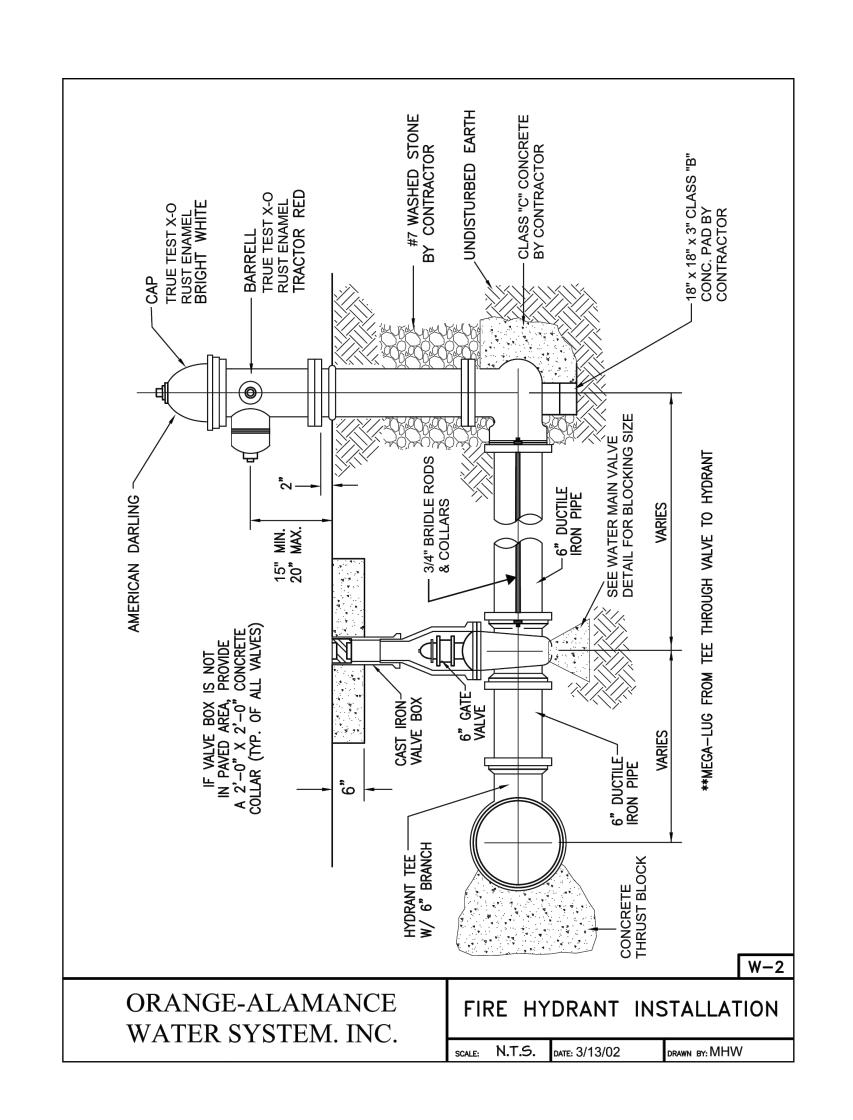
Date: MAY 2020
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Job Number: 19-057

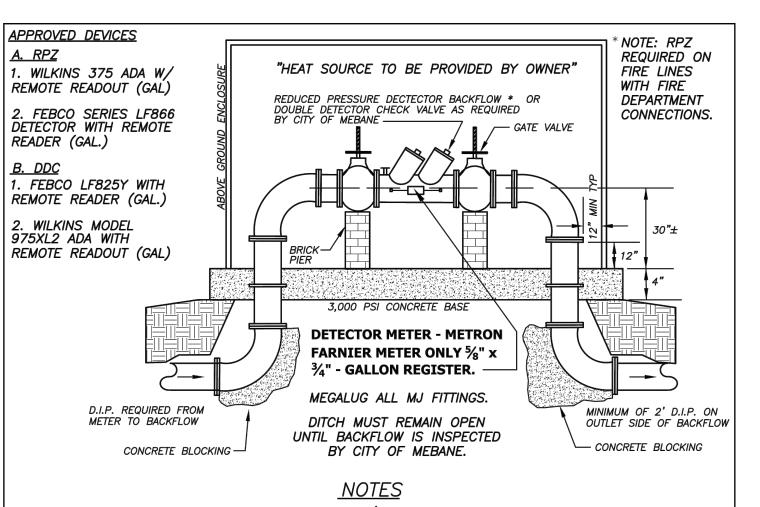
C202





WATER SYSTEM. INC.





- 1. THE BACKFLOW DEVICE SHALL BE WITHIN 10' OF AND ON THE PROPERTY SIDE OF THE METER. ENCLOSURE SHALL NOT OBSTRUCT SITE DISTANCE AT ROAD CROSSINGS.
- 2. ALL BACKFLOW DEVICES SHALL BE INSTALLED ABOVE GROUND IN A HORIZONTAL POSITION UNLESS OTHERWISE PREAPPROVED BY ORANGE ALAMANCE WATER SYSTEM, INC.
- 3. SHUT OFF VALVES SHALL BE RESILIENT SEAT WITH FLANGED END AND O.S.&Y HAND WHEELS.
- 4. ALL INTERIOR AND EXTERIOR IRON SURFACES SHALL HAVE EPOXY COATINGS TO CONFORM TO ANSI/AWWA C550 OR MANUFACTURED OF STAINLESS STEEL.
 5. APPROVED ABOVE GROUND ENCLOSURES: "HOT BOX", HYDROCOWL, SMI MODEL # b68-EHPZD,
- B80-EHPZD, B110-EHPZD) OR BFP (#640-1PD, 800-1PD, 950-APD OR 1150-APD.
 ENCLOSURE MUST HAVE A DRAIN

 6. CONTRACTOR SHALL PROVIDE AND INSTALL ON EXTERIOR OF ABOVE GROUND ENCLOSURE AN
- EXTERIOR ANTENNA FOR DETECTOR METER.

 7. TANDEM BACKFLOWS REQUIRED IF SERVING MULTIPLE USERS OR SERVICE CANNOT BE
- INTERRUPTED

 8 DETECTOR METER AND RACKELOW ASSEMBLY SHALL BE INSTALLED IN ENCLOSURE
- 8. DETECTOR METER AND BACKFLOW ASSEMBLY SHALL BE INSTALLED IN ENCLOSURE.

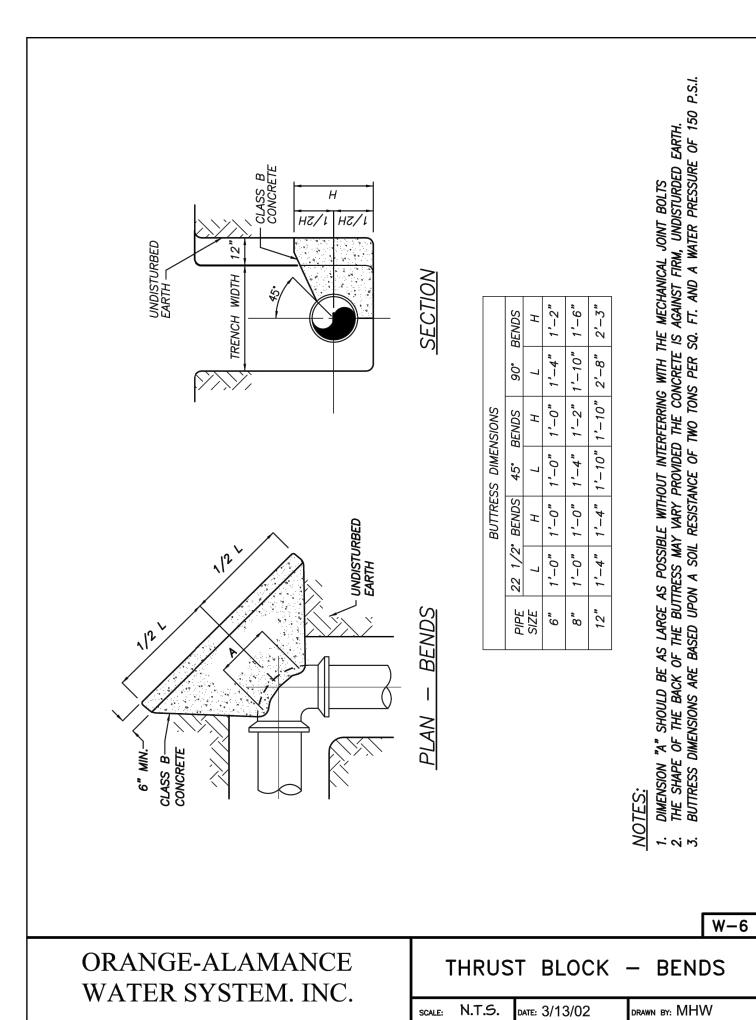
 9. PIPE & FITTINGS BELOW GRADE TO BE M.J. WITH RETAINER GLANDS, 150 PSI MIN. WORKING
- PRESSURE.

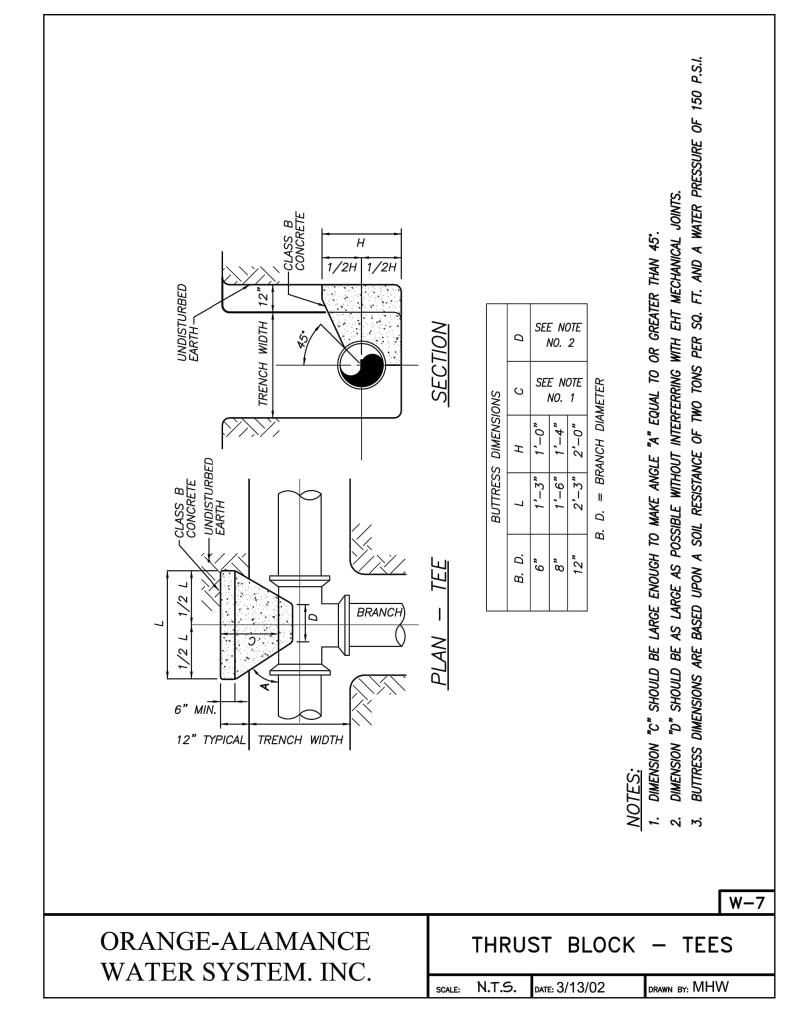
 10. INSTALL BACKFLOW DEVICE NEAR MAIN WATERLINE CONNECTION AT STREET RIGHT OF WAY.
- ALL BACKFLOW DEVICES SHALL BE TESTED, INSPECTED, AND MAINTAINED BY THE OWNER. PROVIDE ANNUAL REPORTS TO CITY.

ABOVE GRADE BACKFLOW

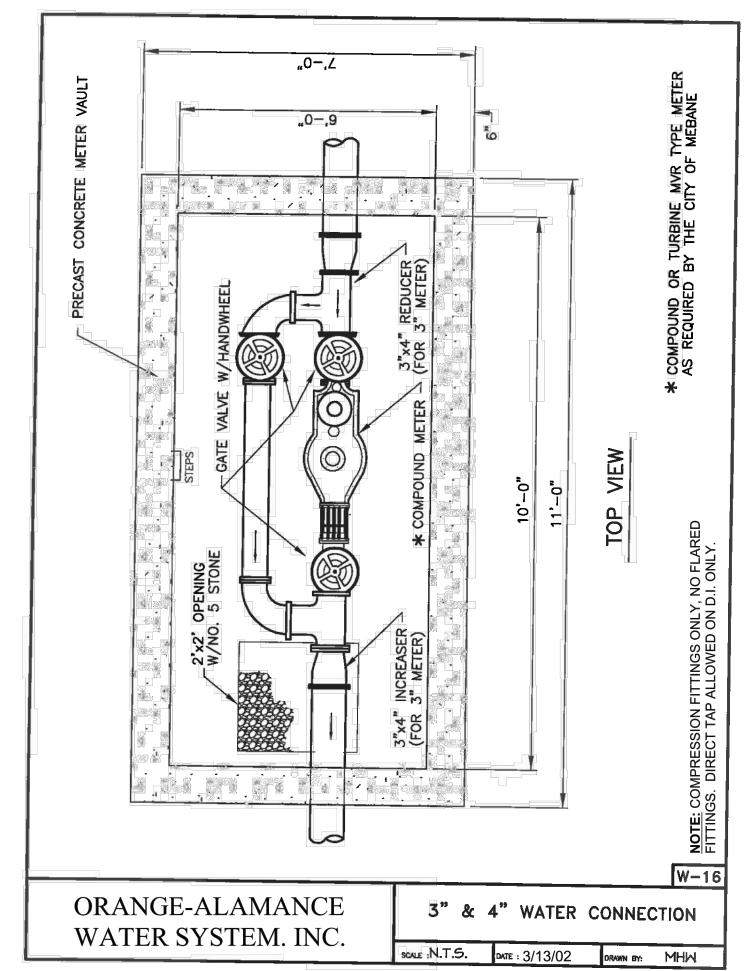
PREVENTER, 3" AND GREATER

SCALE: N.T.S. DATE: 2/3/2020 DRAWN BY:





SCALE: N.T.S. DATE: 3/13/02 DRAWN BY: MHW



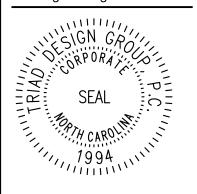
* WATER SYSTEM IMPROVEMENTS SHALL BE CONSTRUCTED AND INSTALLED TO ORANGE—ALAMANCE WATER SYSTEM, INC REQUIREMENTS INCLUDING STANDARD DETAILS AND SPECIFICATIONS. CITY OF MEBANE DETAILS MAY BE USED IF ACCEPTABLE WITH THE WATER SUPPLYING ENTITY.

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Sradford Academy

SUBMITTALS:
DATE DESCRIPTION

REVISIONS: NO DATE DESCRIPTION

A SHEET TITLE:
UTILITY

eate: MAY 2020

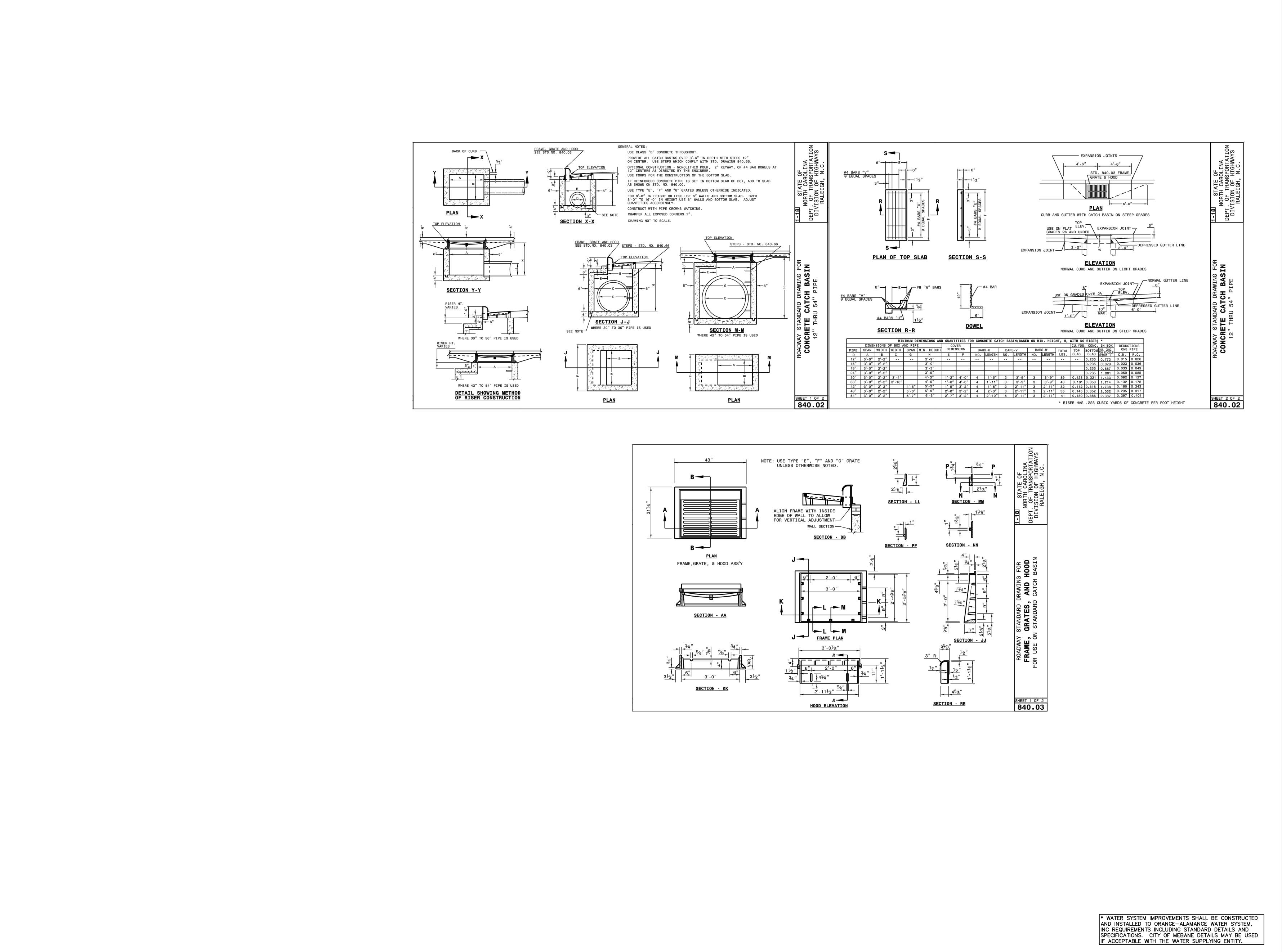
DETAILS

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Job Number: 19-05

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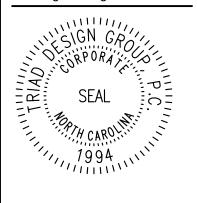


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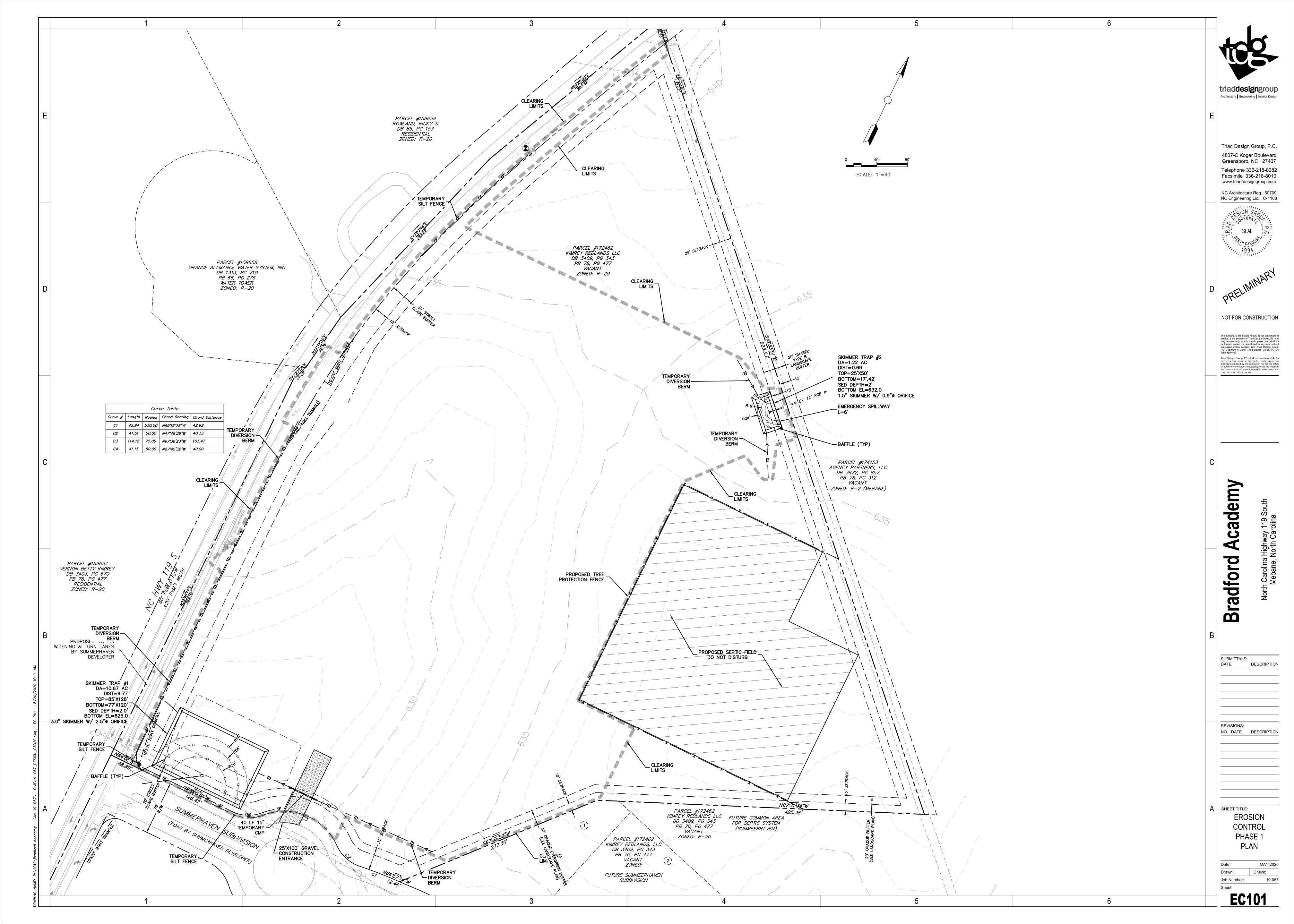
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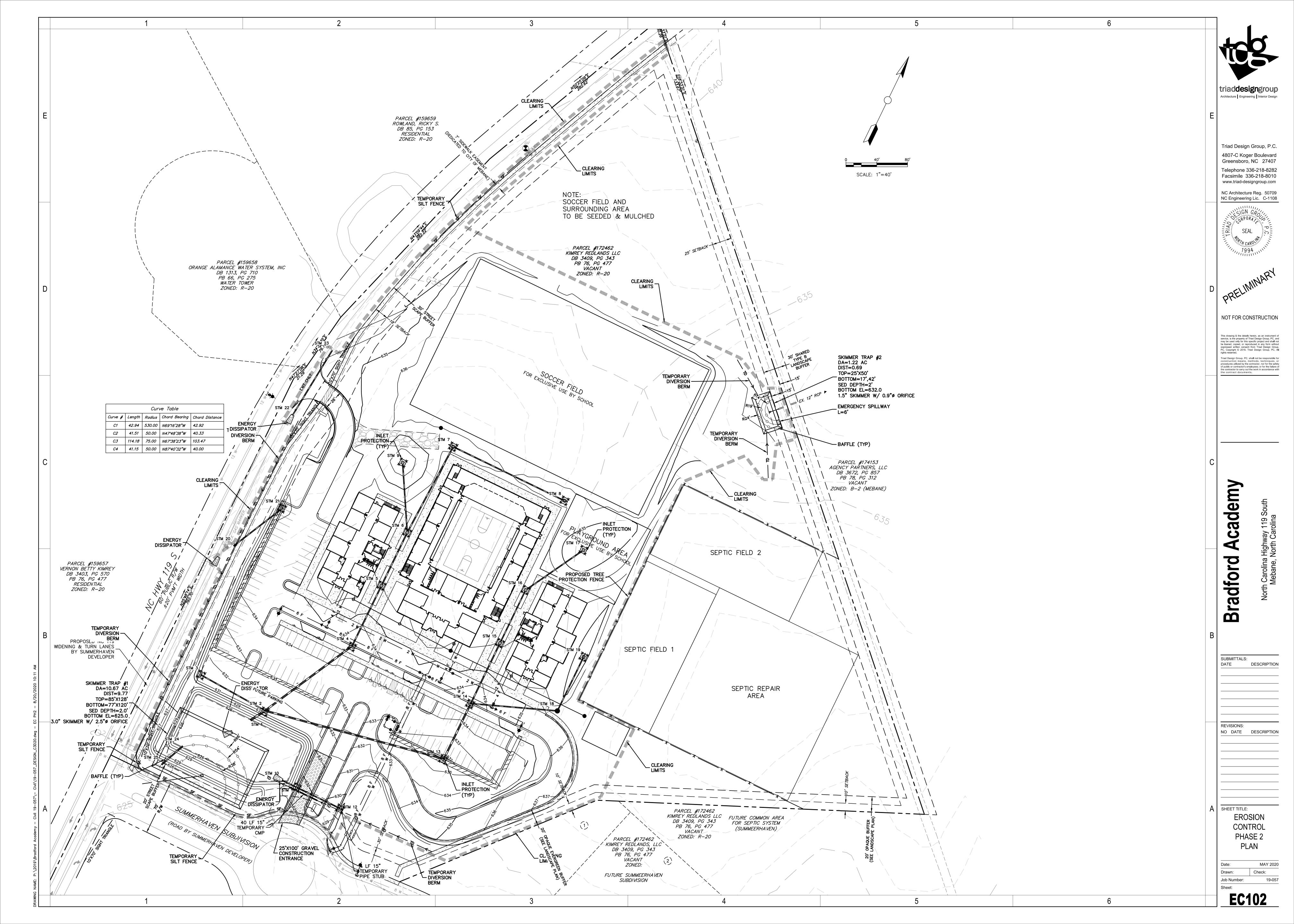
DESCRIPTION

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A | SHEET TITLE: UTILITY **DETAILS**

MAY 2020 Drawn: Check: Job Number: Sheet:



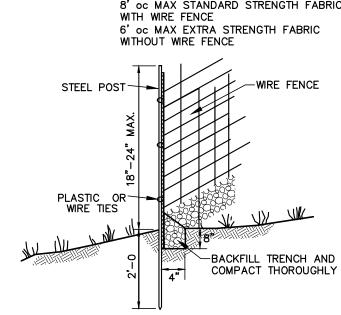


IMPOUND VOLUMES OF WATER SUFFICIENT TO CAUSE FAILURE OF THE STRUCTURE.) CONSTRUCT THE FILTER FABRIC FROM A CONTINUOUS ROLL CUT LENGTH OF THE BARRIER TO AVOID JOINTS. WHEN JOINTS ARE NECESSARY, SECURELY FASTEN THE FILTER CLOTH ONLY AT A SUPPORT POST WITH 4 FEET MINIMUM OVERLAP TO THE NEXT . SUPPORT STANDARD STRENGTH FILTER FABRIC BY WIRE MESH FASTENED SECURLY TO THE UPSLOPE SIDE OF THE POSTS. EXTEND THE WIRE MESH SUPPORT TO THE BOTTOM OF THE TRENCH. FASTEN THE WIRE REINFORCEMENT, THEN FABRIC ON THE UPSLOPE SIDE OF THE FENCE POST. WIRE OR PLASTIC ZIP TIES SHOULD HAVE A MINIMUM 50 LB TENSILE STRENGTH.
5. WHEN A WIRE MESH SUPPORT FENCE IS USED, SPACE POSTS A MAXIMUM OF 8' APART. SUPPORT POSTS SHOULD BE DRIVEN SECURLY INTO THE GROUND A MINIMUM OF 24'. 6. EXTRA STRENGTH FILTER FABRIC WITH 6' POST SPACING DOES NOT REQUIRE WIRE MESH SUPPORT FENCE. SECURLY FASTEN THE FILTER FABRIC DIRECTLY TO POSTS. WIRE OR PLASTIC ZIP TIES SHOULD HAVE MINIMUM 50 LB TENSILE STRENGTH. 7. EXCAVATE A TRENCH APPROXIMATELY 4" WIDE AND 8" DEEP ALONG THE PROPOSED LINE OF POSTS AND UPSLOPE FROM THE 8. PLACE 12" OF THE FABRIC ALONG THE BOTTOM AND THE SIDE OF THE TRENCH.

9. BACKFILL THE TRENCH WITH SOIL PLACED OVER THE FILTER FABRIC AND COMPACT. THOROUGH COMPACTION OF THE BACKFILL

IS CRITICAL TO SILT FENCE PERFORMANCE.

10. DO NOT ATTACH FILTER FABRIC TO EXISTING TREES.



MAINTENANCE 1. INSPECT SEDIMENT FENCES AT LEAST ONCE A WEEK AND AFTER 2. SHOULD THE FABRIC OF A SEDIMENT FENCE COLLAPSE, TEAR, COMPOSE OR BECOME INEFFECTIVE, REPLACE IT PROMPTLY. 3. REMOVE SEDIMENT DEPOSITS AS NECESSARY TO PROVIDE ADEQUATE STORAGE VOLUME FOR THE NEXT RAIN AND TO REDUCE PRESSURE ON THE FENCE. TAKE CARE TO AVOID UNDERMINING THE FENCE DURING CLEANOUT. 4.REMOVE ALL FENCING MATERIALS AND UNSTABLE SEDIMENT DEPOSITS AND BRING THE AREA TO GRADE AND STABILIZE IT

AFTER THE CONTRIBUTING DRAINAGE AREA HAS BEEN PROPERLY

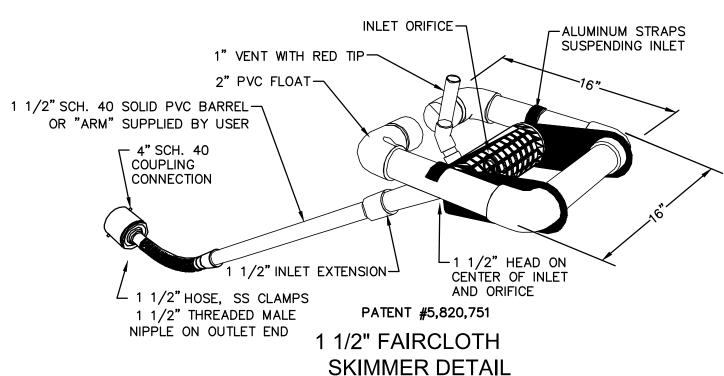
PLACE RIP-RAP AROUND

PIPE AS DIRECTED BY

THE ENGINEER -

TEMPORARY SILT FENCE

N.T.S.



SEE SCHEDULE FOR

FLUME '

SKIMMER

BASIN #

1. La IS THE LENGTH OF RIP-RAP APRON

THE APRON UP ON THE CHANNEL BANKS

d=1.5 TIMES THE MAXIMUM STONE

DIAMETER BUT NOT LESS THAN 6".

THE BANK, WHICHEVER IS LESS.

RIP-RAP AND SOIL FOUNDATION.

MAINTENANCE

FURTHER DAMAGE.

MODIFIED TYPE 1 PIPE OUTLET EROSION CONTROL DEVICE

(SPREADER)

N.T.S.

4' MAX.

SECTION

4. A FILTER BLANKET OR FILTER FABRIC

SHOULD BE INSTALLED BETWEEN THE

INSPECT RIPRAP OUTLET STRUCTURES

ANY EROSION AROUND OR BELOW THE

ALL NEEDED REPAIRS TO PREVENT

WEEKLY AND AFTER SIGNIFICANT (1/2 INCH

OR GREATER) RAINFALL EVENTS TO SEE IF

RIPRAP HAS TAKEN PLACE, OR IF STONES

HAVE BEEN DISLODGED. IMMEDIATELY MAKE

INLET

BAFFLES

3. IN A WELL-DEFINED CHANNEL EXTEND

TO AN ELEVATION OF 6" ABOVE THE

MAXIMUMTAILWATER DEPTH OR TOP OF

WxL SIZE

— FILTER FABRIC

1. ENSURE THAT THE SUB-GRADE FOR THE FILTER AND

ON UNDISTURBED SOIL MAY ALSO BE FILLED BY

3. FILTER CLOTH, WHEN USED, MUST MEET DESIGN

2. THE RIP-RAP AND GRAVEL FILTER MUST CONFORM TO

REQUIREMENTS AND BE PROPERLY PROTECTED FROM

PINCHING OR TEARING DURING INSTALLATION. REPAIR

ANY DAMAGE BY REMOVING THE RIP-RAP AND PLACING

ANOTHER PIECE OF FILTER CLOTH OVER THE DAMAGED

AREA. ALL CONNECTING JOINTS SHOULD OVERLAP SO

MINIMUM OF 1 FOOT. IF THE DAMAGE IS EXTENSIVE,

4. RIP-RAP MAY BE PLACED BY EQUIPMENT, BUT TAKE

6. RIP-RAP MAY BE FIELD STONE OR ROUGH QUARRY

STONE. IT SHOULD BE HARD, ANGULAR, HIGHLY

7. CONSTRUCT THE APRON ON A ZERO GRADE WITH NO

8. ENSURE THAT THE APRON IS PROPERLY ALIGNED WITH

9. IMMEDIATELY AFTER CONSTRUCTION, STABILIZE ALL

THE RECEIVING STREAM AND PREFERABLY STRAIGHT

OVERFILL AT THE END. MAKE THE TOP OF THE RIP-RAP

THROUGHOUT ITS LENGTH. IF A CURVE IS NEEDED TO FIT

SUPPORT ROPE OR WIRE TO PREVENT SAGGING

SITE CONDITIONS, PLACE IT IN THE UPPER SECTION OF

DISTURBED AREAS WITH VEGETATION (PRACTICES 6.10 'TEMPORARY SEEDING', AND 6.11, 'PERMANENT SEEDING').

AT THE DOWNSTREAM END LEVEL WITH THE RECEIVING

5. THE MINIMUM THICKNESS OF THE RIP-RAP SHOULD BE

THE TOP LAYER IS ABOVE THE DOWNSTREAM LAYER A

HE SPECIFIED GRADING LIMITS SHOWN ON THE PLAN.

RIP-RAP FOLLOWS THE REQUIRED LINES AND GRADES

SHOWN ON THE PLAN. COMPACT ANY FILL REQUIRED IN

THE SUB-GRADE TO THE DENSITY OF THE SURROUNDING

UNDISTURBED MATERIAL. LOW AREAS IN THE SUB-GRADE

ENERGY DISSIPATOR

CONSTRUCTION SPECIFICATIONS

INCREASING THE RIP-RAP THICKNESS.

REPLACE THE ENTIRE FILTER CLOTH.

CARE TO AVOID DAMAGING THE FILTER.

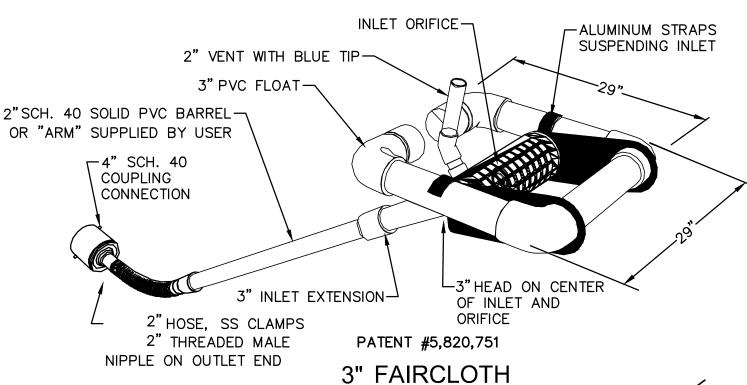
1.5 TIMES THE MAXIMUM STONE DIAMETER.

WEATER-RESISTANT AND WELL GRADED.

AREA OR SLIGHTLY BELOW IT

NCDOT TYPE 2

NOT TO SCALE



NOT TO SCALE

MAINTENANCE REQUIREMENTS:

- 1. INSPECT SKIMMER SEDIMENT BASINS AT LEAST WEEKLY AND AFTER EACH SIGNIFICANT (ONE-HALF INCH OR GREATER) RAINFALL EVENT AND REPAIR IMMEDIATELY. REMOVE SEDIMENT AND RESTORE THE BASIN TO ITS ORIGINAL DIMENSIONS WHEN THE SEDIMENT ACCUMULATES TO ONE-HALF THE HEIGHT OF THE FIRST BAFFLE. PULL THE SKIMMER TO ONE SIDE SO THAT THE SEDIMENT UNDERNEATH IT CAN BE EXCAVATED. EXCAVATE THE SEDIMENT FROM THE ENTIRE BASIN, NOT JUST AROUND THE SKIMMER OR THE FIRST CELL. MAKE SURE VEGETATION GROWING IN THE BOTTOM OF THE BASIN DOES NOT HOLD DOWN THE SKIMMER.
- 2. REPAIR THE BAFFLES IF THEY ARE DAMAGED. RE-ANCHOR THE BAFFLES IF WATER IS FLOWING UNDERNEATH OR AROUND THEM.
- 3. IF THE SKIMMER IS CLOGGED WITH TRASH AND THERE IS WATER IN THE BASIN, USUALLY JERKING ON THE ROPE WILL MAKE THE SKIMMER BOB UP AND DOWN AND DISLODGE THE DEBRIS AND RESTORE FLOW. IF THIS DOES NOT WORK, PULL THE SKIMMER OVER TO THE SIDE OF THE BASIN AND REMOVE THE DEBRIS. ALSO CHECK THE ORIFICE INSIDE THE SKIMMER TO SEE IF IT IS CLOGGED. IF SO, REMOVE THE DEBRIS.
- 4. IF THE SKIMMER ARM AND BARREL PIPE IS CLOGGED, THE ORIFICE CAN BE REMOVED AND THE OBSTRUCTION CLEARED WITH A PLUMBER'S SNAKE OR BY FLUSHING WITH WATER. BE SURE TO REPLACE THE ORIFICE BEFORE REPOSITIONING THE SKIMMER.
- 5. CHECK THE FABRIC LINED SPILLWAY FOR DAMAGE AND MAKE ANY REQUIRED REPAIRS WITH FABRIC THAT SPANS THE FULL WIDTH OF THE SPILLWAY. CHECK THE EMBANKMENT, SPILLWAYS, AND OUTLET FOR EROSION DAMAGE, AND INSPECT THE EMBANKMENT FOR PIPING AND SETTLEMENT. MAKE ALL NECESSARY REPAIRS IMMEDIATELY. REMOVE ALL TRASH AND OTHER DEBRIS FROM THE SKIMMER AND POOL AREAS.

PIPE OUTLET CONTROL DEVICE SCHEDULE

6' | 12" | 8" | 5"

| 6' | 12" | 8" | 5"

SURFACE AREA

25% 25% 25% 25%

PLAN

'Q' (cfs)

2.69

0.57

4.81

1.08

2.55

18**"**

18"

(fps)

2.19

9.40

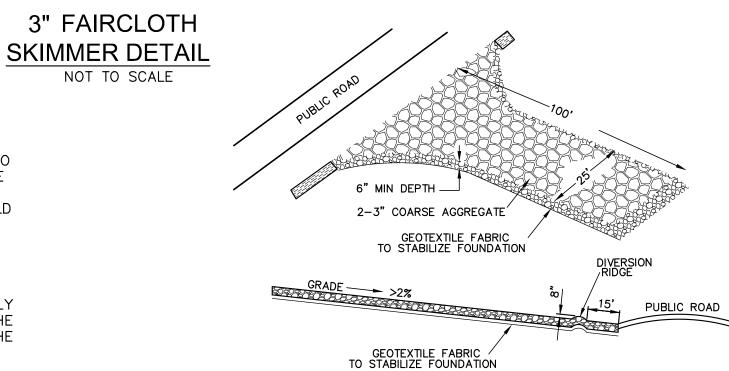
6.13

11.87

11.98

6. FREEZING WEATHER CAN RESULT IN ICE FORMING IN THE BASIN. SOME SPECIAL PRECAUTIONS SHOULD BE TAKEN IN THE WINTER TO PREVENT THE SKIMMER FROM PLUGGING WITH ICE.

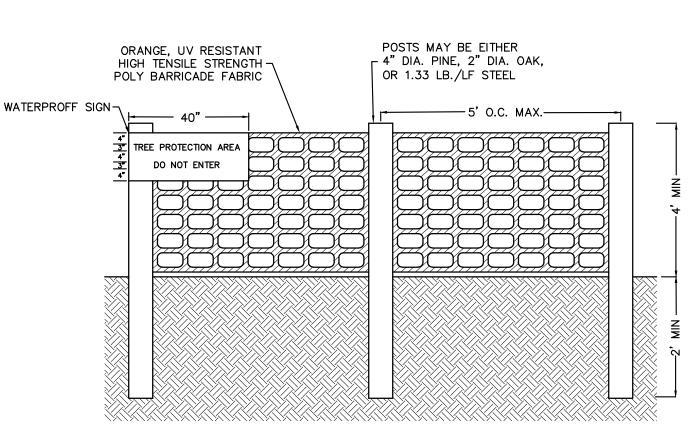
7.5'



INSTALLATION:

- 1. REMOVE ALL VEGETATION AND OTHER OBJECTIONABLE MATERIAL FROM THE FOUNDATION AREA. GRADE AND CROWN FOUNDATION FOR POSITIVE DRAINAGE 2. IF THE SLOPE TOWARDS THE ROAD EXCEEDS 2%, CONSTRUCT A RIDGE, 6-8" HIGH WITH 3:1 SIDE SLOPES, ACROSS THE FOUNADTION APPROXIMATELY 15 FT FROM THE ENTRANCE TO DIVERT RUNOFF AWAY FROM THE PUBLIC ROAD.
- 3. PLACE GEOTEXTILE FABRIC ON GRADED FOUNDATION TO IMPROVE STABILITY, ESPECIALLY WHERE WET CONDITIONS ARE ANTICIPATED. 4. PLACE STONE TO DIMENSIONS AND GRADE SHOWN ON PLANS, LEAVE SURFACE SMOOTH AND SLOPED FOR DRAINAGE
- 5. DIVERT ALL SURFACE RUNOFF AND DRAINAGE FROM THE STONE PAD TO A SEDIMENT 6. INSTALL PIPE UNDER PAD IF NEEDED TO MAINTAIN PROPER PUBLIC ROAD DRAINAGE.
- MAINTENANCE: 1. INSPECT ENTRANCE/EXIT PAD AND SEDIMENT DISPOSAL AREA AT LEAST WEEKLY AND
- AFTER EACH SIGNIFICANT (1/2" OR GREATER) RAIN EVENT OR HEAVY USE. 2. IF STONE PAD FAILS TO PREVENT MUD OR SEDIMENT FROM LEAVING THE SITE. RESHAPE TO ORIGINAL PLAN DIMENSIONS FOR DRAINAGE AND RUNOFF CONTROL.
- 3. TOPDRESS WITH CLEAN STONE IF STONE HAS BECOME CONTAMINATED.. 4. IMMEDIATELY REMOVE MUD AND SEDIMENT TRACKED OR WASHED ONTO PUBLIC ROAD 5. REPAIR ANY BROKEN ROAD PAVEMENT IMMEDIATELY

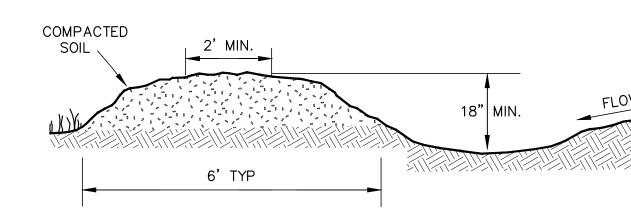
TEMPORARY CONSTRUCTION ENTRANCE N.T.S.



- -WARNING SIGNS TO BE MADE OF DURABLE, WEATHERPROOF MATERIAL. -LETTERS TO BE 3" HT. MIN., CLEARLY LEGIBLE AND SPACED AS DETAILED.
- -SIGNS TO BE PLACED 200' O.C. MAX. -SIGNS TO BE PLACED AT EACH END OF LINEAR TREE PROTECTION AREA AND 200' O.C. THEREAFTER. -FOR TREE PROTECTION AREAS LESS THAN 200' IN PERIMETER, PROVIDE NO LESS THAN ONE SIGN PER PROTECTION AREA.

-ATTACH SIGNS SECURELY TO FENCE POSTS AND FABRIC. -MAINTAIN TREE PROTECTION FENCE THROUGHOUT DURATION OF PROJECT. -ADDITIONAL SIGNS MAY BE REQUIRED BY INSPECTIONS DEPARTMENT BASED ON ACTUAL FIELD

> TREE PROTECTION FENCING N.T.S.



CONSTRUCTION SPECIFICATIONS

- 1. REMOVE AND PROPERLY DISPOSE OF ALL TREES, BRUSH, STUMPS, AND OTHER OBJECTIONAL MATERIAL.
- 2. ENSURE THAT THE MINIMUM CONSTRUCTED CROSS SECTION MEETS ALL DESIGN REQUIREMENTS.
- 3. ENSURE THAT THE TOP OF THE DIKE IS NOT LOWER AT ANY POINT THAN THE DESIGN ELEVATION PLUS THE SPECIFIED SETTLEMENT. 4. PROVIDE SUFFICIENT ROOM AROUND DIVERSIONS TO PERMIT MACHINE REGRADING AND CLEANOUT.
- 5. VEGETATE THE RIDGE IMMEDIATELY AFTER CONSTRUCTION, UNLESS IT WILL REMAIN IN PLACE LESS THAN 30 WORKING DAYS.

MAINTENANCE INSPECT TEMPORARY DIVERSION ONCE A WEEK AND AFTER EVERY RAINFALL. IMMEDIATELY REMOVE SEDIMENT FROM THE FLOW AREA AND REPAIR THE

DIVERSION RIDGE. CAREFULLY CHECK OUTLETS AND MAKE TIMELY REPAIRS AS NEEDED. WHEN THE AREA PROTECTED IS PERMANENTLY STABILIZED, REMOVE THE RIDGE AND THE CHANNEL TO BLEND WITH THE NATURAL GROUND LEVEL END APPROPRIATELY STABILIZE IT.

> TEMPORARY DIVERSION BERM N.T.S.

SPECIFICATIONS

- 1. Satisfactory soils unified soil classifications GW, GP, GM, GC, SW, SM, MLI, CL 2. Compaction - Compact soils to the following percentages of Maximum Dry Density as determined by ASTM D698. Subgrade at Buildings & Pavement Fill at Buildings & Pavements
- Fill at Lawns 3. Perform 1 compaction test in subgrade or lift of fill or backfill for each 5000 sf of building or pavement area or 10000 sf of lawn

1. All work shall conform to NCDOT standards.

1. All work shall conform to ACI standards.

1. All work shall conform to NCDOT standards.

- 2. Concrete for Curb & Gutter, Walks, Wier Wall, etc. shall be f'c=3500 psi @ 28 days, air—entrained. 3. Concrete for pavements shall have min. flexural strength of 550 psi 4. All reinforcing shall be held securely in position with standard accessories in conformance with CRSI Manual of Standard Practice and ACI 315 during the placing of concrete. 5. All hooks in reinforcing bars shall be ACI standard hooks, U.O.N. . Ready mixed concrete shall conform to ASTM C-94.
- . If bottom footing elevations shown occur in a disturbed, unstable or unsuitable soil, the engineer shall be notified. 8. All reinforcing steel ASTM A615 grade 60. D.Storm Drainage
- 2. Concrete Pipe ASTM C76 Class 3 with Butylmastic joints PER 3. Aluminum Pipe — AASHTO M—196 and M—197 with Gasketed joints 4. Filter Fabric – NCDOT Section 1056 – Type 2 5. Rip Rap - NCDOT Section 868 TEMPORARY SEEDING NOTES
- Definition seeding disturbed areas with annual grasses or legumes to provide temporary ground cover to lessen soil erosion. Purpose — to temporarily stabilize graded cut and fill slopes that cannot be seeded with permanent vegetation within thirty days after completion. o temporarily stabilize graded areas of base soil where permanent veaetative cover is not needed or where grading has not been completed and permanent seeding will be done later.
- Conditions where practice applies where bare soil has been exposed by grading, and vegetative cover is needed for one year or less. May include such areas as temporary sediment pond, diversions, soil stockpiles, building pads, rough—graded road banks, etc.
- Preparation prepare seedbed by ripping, chiseling, harrowing, or plowing to depth of at least six inches so as to produce a loose, friable surface, incorporate 750-1,000 pounds 10-10-10 fertilizer and up to two tons of dolomitic lime per acre. (note: lime may not be needed if a soil test indicates a ph of 6.5 or higher) mulching is required according to the same specifications as for permanent seeding unless waiver by soil scientist. Select seeding mixture and best planting dates

TEMPORARY SEEDING TABLE

May 1
May 1
May 1
Aug 15
Dec 30
,

PERMANENT SEEDING NOTES Definition — seeding disturbed greas with perennial grasses and (or) legumes to provide a permanent vegetative cover to lessen runoff and

Purpose — to lessen soil erosion and permanently stabilize disturbed areas created by grading of construction sites. Conditions Where Practice Applies — all bare soil areas on construction sites which are not covered by structures or other erosion control

Preparation — prepare seedbed by ripping, chiseling, harrowing, or plowing to depth of six inches so as to produce a loose, friable surface. Remove all stones, boulders, stumps or debris from the surface which would prohibit aermination or plant growth.

Incorporate 800-1,000 pounds 10-10-10 fertilizer plus 500 pounds of 20% superphosphate per acre and two tons of dolomitic lime per acre unless soil tests indicate that a lower rate of lime can be used. Mulch after seeding with 2 tons of grain straw per acre and tack with liquid asphalt at 400 gallons per acre or emulsified asphalt at 300

Select seeding mixture and best planting dates from table below.

PERMANENT SEEDING TABLE

SEEDING MIXTURE	SEEDING RATE (LBS/ACRE)	PLANTING DATES
TALL FESCUE WATERWAYS AND LAWNS (HIGH MAINTENANCE)	200 - 250LBS	AUG 15 - OCT 15 FEB 15 - MAY 1

AUG 15 - OCT 15

BLEND OF TWO TURF-TYPE TALL FESCUES (90%) AND TWO OR MORE IMPROVED KENTUCKY

GRASS (UNHULLED)

FEB 15 - MAY 1 BLUE GRASS VARIETIES (HIGH MAINTENANCE) COMMON BERMUDA -

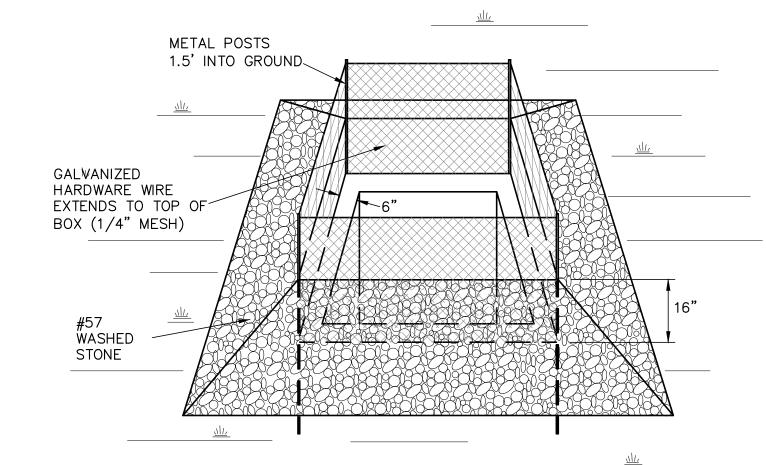
* For spring seedlings, use scarified lespedeza seed. For late fall and winter seedings, use unscarified seed. ** Annuals such as Millet, Sudangrass and Ryegrain must be kept at 10" - 12" maximum height.

Ground Stabilization*								
Site Area Description	Stabilization Time Frame	Stabilization Time Frame Exceptions						
Perimeter Dikes, Swales, Ditches and Slopes	7 Days	None						
High Quality Water (HQW) Zones	7 Days	None						
Slopes Steeper than 3:1	7 Days	If Slopes are 10' or Less in Length and are Not Steeper than 2:1, 14 Days are Allowed						
Slopes 3:1 or Flatter	14 Days	7 Days for Slopes Greater than 50 Feet in Length						
All Other Areas with Slopes Flatter than 4:1	14 Days	None (Except for Perimeter and HQW Zones)						
*"Extensions of time may be approved by the permitting author based on weather or other site specific conditions that mak								

compliance impractible" (Section 11.B(2Xb))

- 20 (HULLED

Self Inspection report for Land Disturbing Activity as Required by NCGS 113A-54.1									
Phase of Approved Erosion & Sedimentation Control Plan	Date	Signature (Landowner, Financially Responsible Party or Agent)							
Installation of Erosion Control Devices and Seeding									
Fill and Slopes Completed (Fine Grades Established)									
Stabilization of Building Pad and Parking Areas									
Final Grades Achieved, Obtained Building c/o									
Vegetation Established; Removal of Erosion Control Measures									
Closing of Permit; Final Inspection									



CONSTRUCTION SPECIFICATIONS

- 1. UNIFORMLY GRADE A SHALLOW DEPRESSION APPROACHING THE INLET 2. DRIVE 5-FOOT STEEL POSTS 2 FEET INTO THE GROUND SURROUNDING THE INLET. SPACE POSTS EVENLY AROUND THE PERIMETER OF THE INLET, A MAXIMUM OF 4
- MESH TO THE STEEL POSTS AT THE TOP, MIDDLE, AND BOTTOM. PLACING A 2-FOOT FLAP OF THE WIRE MESH UNDER THE GRAVEL FOR ANCHORING IS RECOMMENDED.

3. SURROUND THE POSTS WITH WIRE MESH HARDWARE CLOTH. SECURE THE WIRE

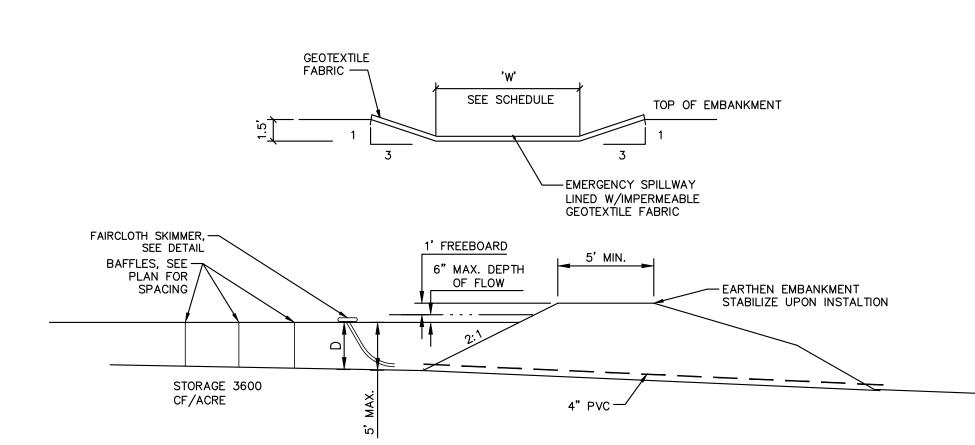
- 4. PLACE CLEAN GRAVEL (NCDOT #5 OR #57 STONE) ON A 2:1 SLOPE WITH A HEIGHT OF 1 INCHES AROUND THE WIRE, AND SMOOTH TO AN EVEN GRADE.
- 5. ONCE THE CONTRIBUTING DRAINAGE AREA HAS BEEN STABILIZED, REMOVE ACCUMULATED SEDIMENT, AND ESTABLISH FINAL GRADING ELEVATIONS. COMPACT THE ARE PROPERLY AND STABILIZE IT WITH GROUNDCOVER.

MAINTENANCE

FEET APART.

- INSPECT INLETS AT LEAST WEEKLY AND AFTER EACH SIGNIFICANT (1/2 INCH OR GREATER) RAINFALL EVENT. CLEAR THE MESH WIRE OF ANY DEBRIS OR OTHER OBJECTS TO PROVIDE ADEQUATE FLOW FOR SUBSEQUENT RAINS. TAKE CARE NOT TO
- DAMAGE OR UNDERCUT THE WIRE MESH DURING REMOVAL. REPLACE STONE AS NEEDED. STANDARD CATCH BASIN / YARD INLET WIRE AND STONE INLET PROTECTION

N.T.S.



SKIMMER SEDIMENT TRAP (10 YR. STORM, C= 0.45, I= 7.08 IN./HR.)																					
	TRAP DRAINAGE AREA		TRAP DRAINAGE AREA		RAP DRAINAGE AREA		AP DRAINAGE AREA DESIGN		BED A SN	SED. STORAGE REQ'D (CF) (1800 CF/AC)	SED. STORAGE PROVIDED (CF)	SURFACE	SURFACE AREA PROVIDED (SF)	SED. DEPTH	BOTTOM DIM (WxL) (FT)	TOP DIM (WxL)	מעל אונדום	WEIR TYPE	SKIMMER	DEWATERING TIME (TARGET 3-5 DAYS)	BOTTOM ELEVATION
	1	8.44	AC.	7.13	AC.	12834	15300	8739	8757	2.0	SEE PLAN	SEE PLAN			2.5" w/ 2.3" ORIFICE	3 DAYS	725.5				
	2	5.03	AC.	4.35	AC.	7830	9408	5208	5304	2.0	44 X 94	52 X 102	12 FT.		2.0" W/ 1.9" ORIFICE	3 DAYS	732.0				

SKIMMER SEDIMENT TRAP DETAIL

N.T.S.

COIR MESH OR SIMILAR.

WITH 8" STAPLES

STAPLED AND TRENCHED

6" INTO BOTTOM AND SIDE

BAFFLES

N.T.S.

OUTLET

Sheet:

Architecture | Engineering | Interior Design

Triad Design Group, P.C. 4807-C Koger Boulevard Greensboro, NC 27407 Telephone 336-218-8282

Facsimile 336-218-8010 www.triad-designgroup.com NC Architecture Reg. 50709



NC Engineering Lic. C-1108





NOT FOR CONSTRUCTION

nis drawing & the details herein as an instrument of Inis drawing & the details nerein, as an instrument or service, is the property of Triad Design Group, PC, and may be used only for this specific project and shall not be loaned, copied, or reproduced in any form without expressed written consent from Triad Design Group, PC. Copyright © 2019. Triad Design Group, PC, All rights reserved. construction means, methods, techniques, or procedures utilized by the contractor, nor for the safety of public or contractor's employees; or for the failure of the contractor to carry out the work in accordance with the contract documents.

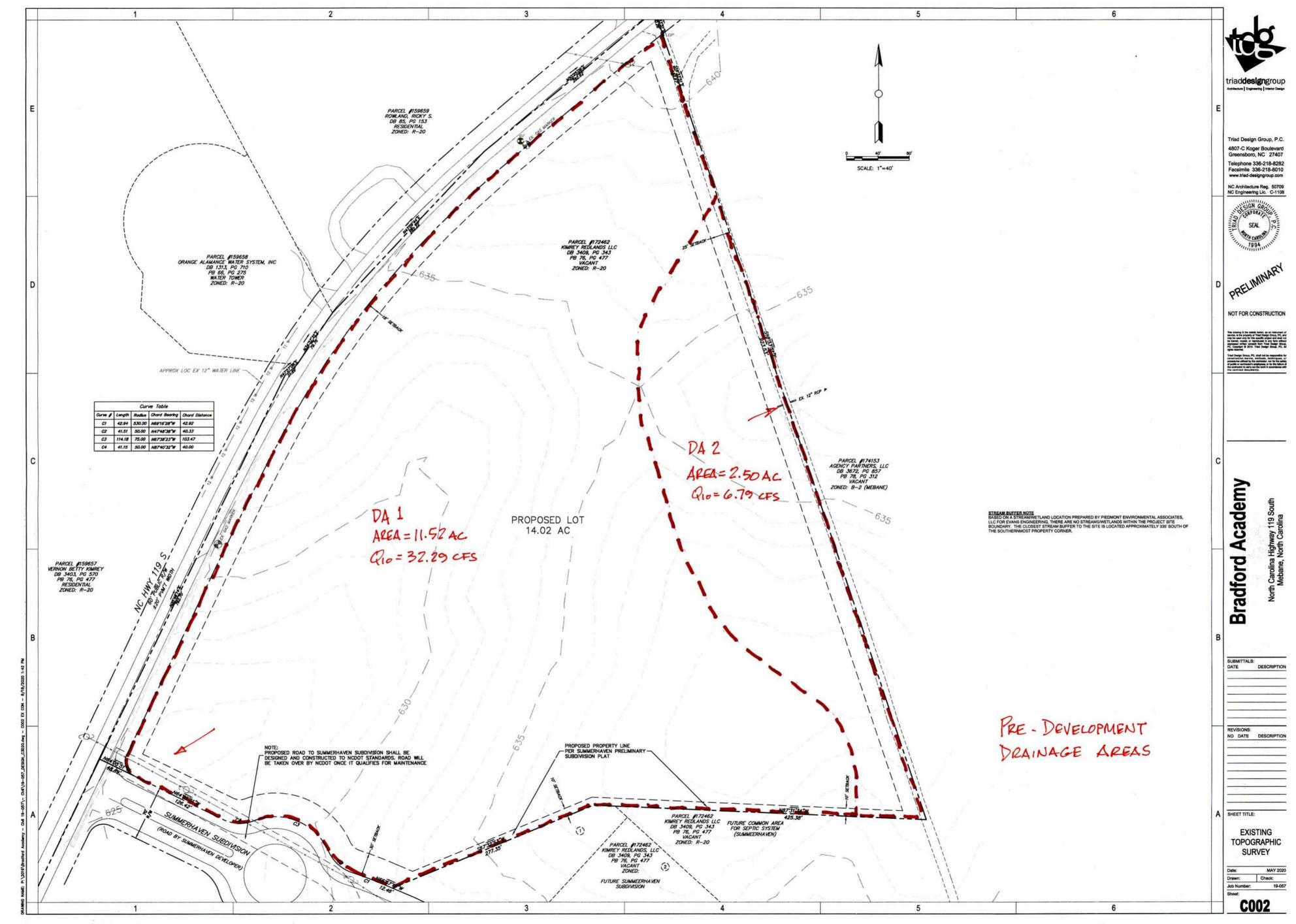
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DESCRIPTION

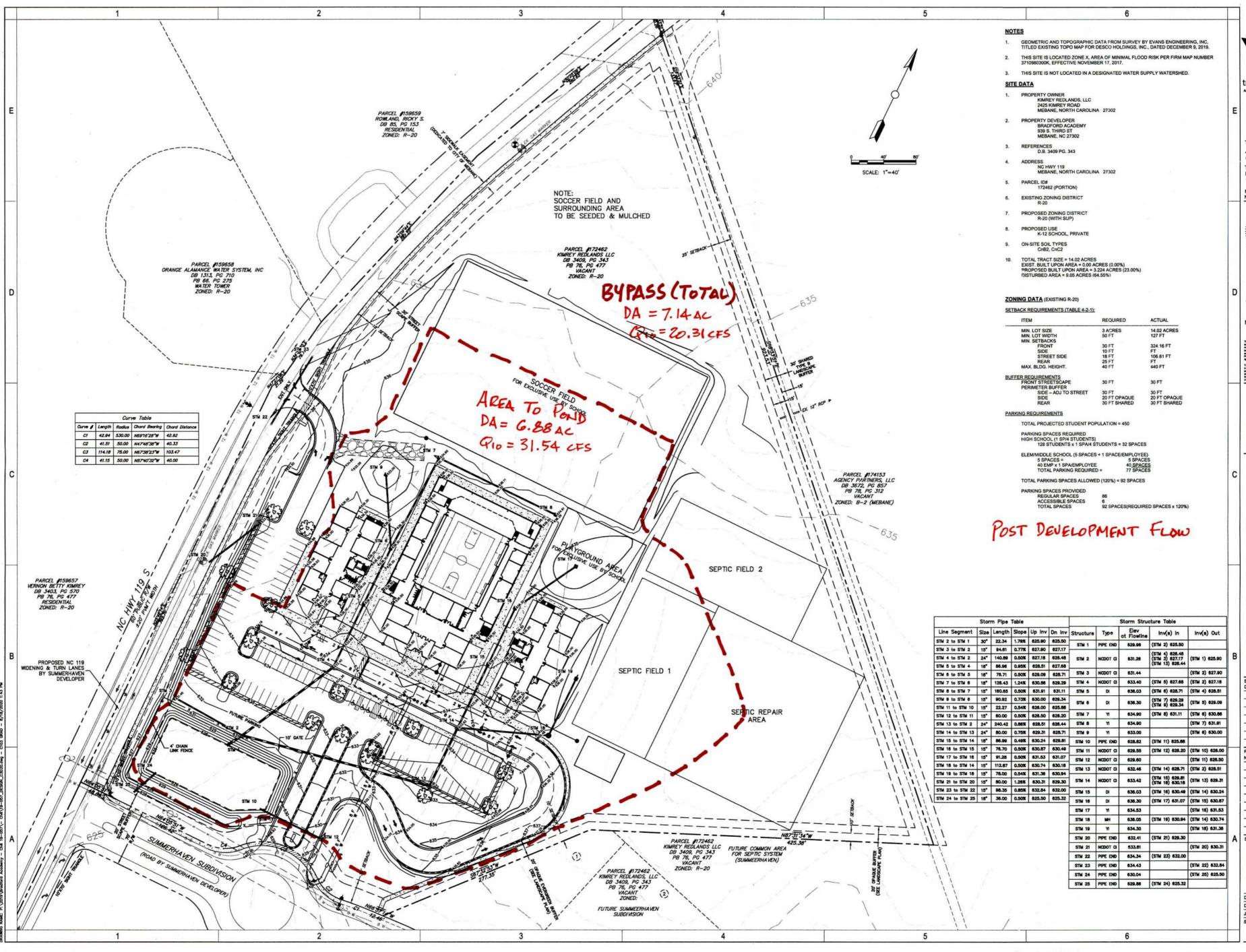
REVISIONS: NO DATE DESCRIPTION

A | SHEET TITLE: **EROSION** CONTROL **DETAILS**

MAY 2020 Check: Drawn: Job Number:







40g

triad**design**gro

Triad Design Group, P.C. 4807-C Koger Boulevard Greensboro, NC 27407 Telephone 336-218-8282 Facsimile 336-218-8010

NC Architecture Reg. 50709



PRELIMINARY

NOT FOR CONSTRUCTION

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<u>~</u>

Bradford Academy

TALS: DESCRIPTION

ONS: ATE DESCRIPTION

DESCRIPTION

GRADING PLAN

Date: MAY 2020
Drawn: Check:
ob Number: 19-057
iheet:

C103



BRADFORD ACADEMY - SPECIAL USE PERMIT

Waiver Request from the required external building materials identified in Article 6-1 of the Mebane UDO to allow prefabricated metal, as shown on the attached exhibit.

PLANNING PROJECT REPORT

DATE 09/08/20

PROJECT NAME Bradford Academy Campus

PROJECT NUMBER SUP 20-03

Bradford Academy

c/o Tony Fairchild

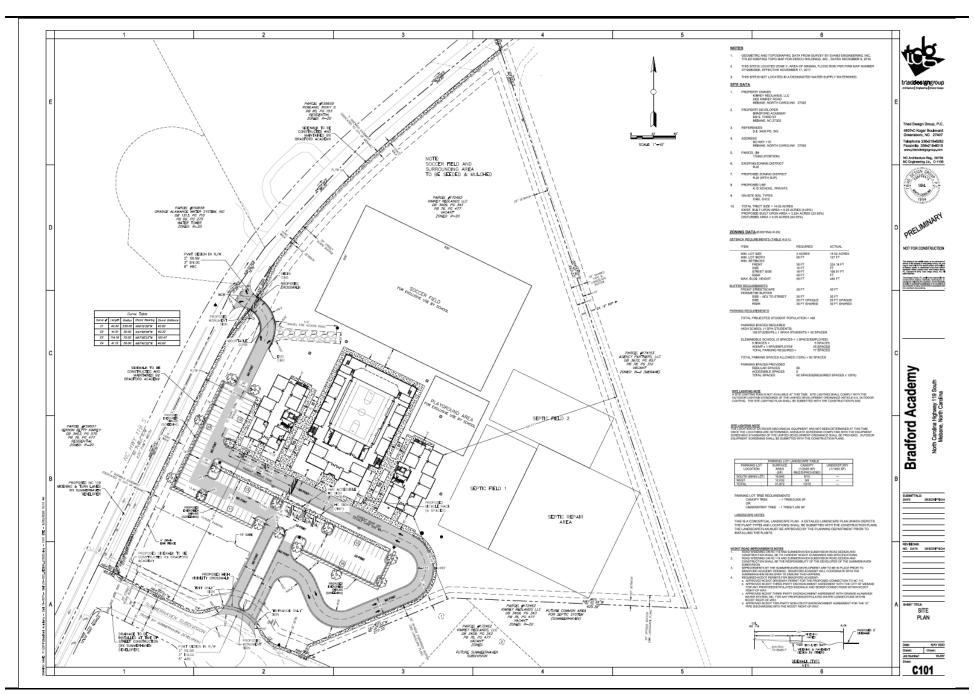
939 South Third Street

Mebane, NC 27302

CONTENTS

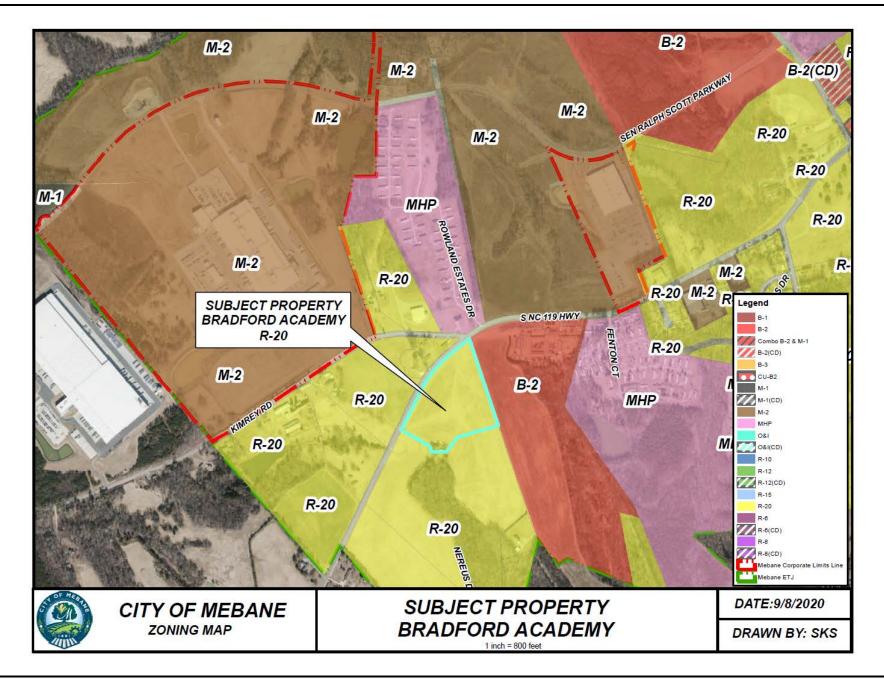
APPLICANT

PROJECT NAME & APPLICANT	PAGE 1
ZONING REPORT	PAGE 3
LAND USE REPORT	PAGE 5
UTILITIES REPORT	PAGE 7
STAFF SPECIAL USE PERMIT CONSISTENCY FINDINGS	PAGE 9



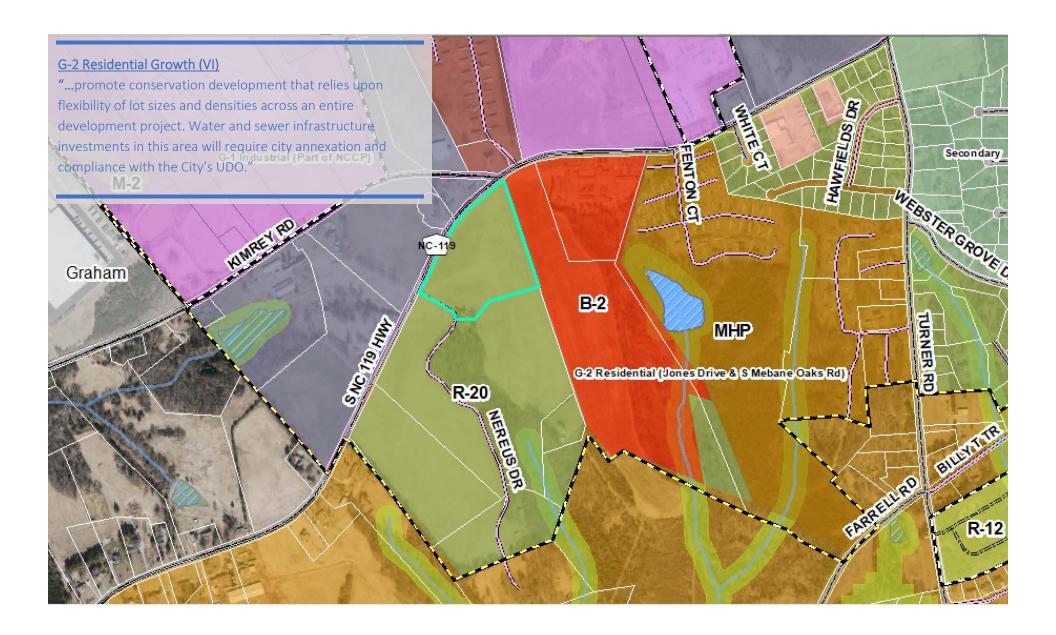
ZONING REPORT

EXISTING ZONE	R-20
REQUESTED ACTION	Special Use Permit to allow an Elementary/Secondary School
CONDITIONAL ZONE?	□YES ⊠NO
CURRENT LAND USE	Agriculture (General Farm)
PARCEL SIZE	+/-76.14 acres.
PROPERTY OWNERS	Kimrey Redlands, LLC 2425 Kimrey Road Mebane, NC 27302 GPINs 9803578217
LEGAL DESCRIPTION	A +/-14.02-ac portion of a +/-54.12-acre property on NC Highway 119 and Nereus Drive, a private unpaved road, is proposed for a K-12 private school that, at completion, will serve 450 students and their educational staff.
AREA ZONING & DISTRICTS	The properties to the west of the project site are all outside the City of Mebane extraterritorial jurisdiction (ETJ) and are not zoned, as are the properties immediately to the southeast. The properties immediately south of the project site, including the parent parcel, are within the ETJ and zoned R-20. They are proposed to host a 78-home subdivision Summerhaven. They are all presently used for rural residential purposes. The properties north across NC 119 are zoned R-20 with the exception of the mobile home park on Rowland Estates Drive. The property immediately to the east is zoned B-2 and has historically supported a nursing and convalescent home and an agricultural lot. The proposed project lies within the City's G-2 Residential Primary Growth Area (Jones Drive & Mebane Oaks Road).
SITE HISTORY	The property us a "General Farm Use" parcel that has historically been farmed.
	STAFF ANALYSIS
CITY LIMITS?	□YES ⊠NO
PROPOSED USE BY-RIGHT?	□YES ⊠NO
SPECIAL USE?	⊠YES □NO
EXISTING UTILITIES?	□YES ⊠NO
POTENTIAL IMPACT OF PROPOSED ZONE	N/A – Use permitted as a special use in this zoning district

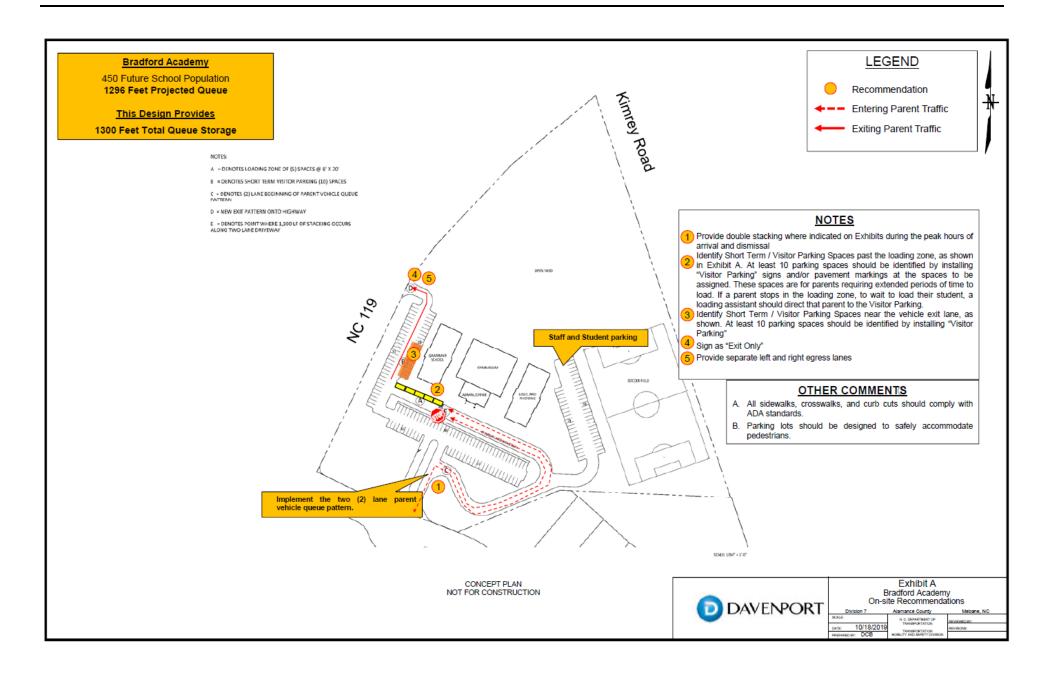


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EXISTING LAND USE	Agriculture						
PROPOSED LAND USE & REQUESTED ACTION	The applicant is requesting approval of a special use request for an elementary/secondary school for a 450-student private school campus on a +/-14.02-ac portion of a +/-54.12-acre property off NC Highway 119 at Nereus Drive, a private unpaved road.						
PROPOSED ZONING	N/A						
PARCEL SIZE	+/-14.02 ac, to be subdivided from a +/-54.12-ac parent parcel						
AREA LAND USE	The project site is completely surrounded by large-lot rural residential and agricultural properties. The parent parcel and two adjacent R-20-zoned parcels were approved a 78-home subdivision "Summerhaven" at the March 2, 2020, City Council meeting. Caddy-corner to the northeast of the property is a mobile home park. Another mobile home park is close by to the east. Both the Lidl and Walmart Distribution Centers in the NC Commerce Park lie approximately 1,200 feet to the north, backing up to Kimrey Road.						
ONSITE AMENITIES & DEDICATIONS	The applicant proposes to construct an internal driveway and parking area that will also realize high-visibility pedestrian crossings at all driveways. The 5' sidewalk within the NC 119 right of way will also be constructed by the applicant. The applicant will also be providing a 5' sidewalk meeting City standards that parallels its main entrance for pedestrians and cyclists. None of the onsite recreation facilities will be open to the public.						
WAIVER REQUESTED	×YES □NO						
DESCRIPTION OF REQUESTED WAIVER(S)	Applicant is requesting a waiver to Article 6-1, which does not allow the use of metal as an exterior building material. Details on the material they will commit to with their waiver request are available in the architecture sheets in the packet.						
CONS	SISTENCY WITH <i>MEBANE BY DESIGN</i> STRATEGY						
LAND USE GROWTH STRATEGY DESIGNATION(S)	G-2 Secondary Residential Growth Area VI (Jones Dr. & Mebane Oaks Rd.)						
OTHER LAND USE CONSIDERATIONS							
MEBANE BY DESIGN GOALS &	PUBLIC FACILITIES AND INFRASTRUCTURE 2.1						
OBJECTIVES SUPPORTED	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.						
MEBANE BY DESIGN GOALS & OBJECTIVES NOT SUPPORTED	N/A						



UTILITIES REPORT						
AVAILABLE UTILITIES	□YES ⊠NO					
PROPOSED UTILITY NEEDS	The project requires water and sewer service to support a school of 450 students and associated faculty and staff but will not be served by the City.					
UTILITIES PROVIDED BY APPLICANT	Applicant has pledged to provide all on-site utilities. An Orange Alamance Water System Inc., 12" service line on NC 119 will serve 8" PVC water lines to provide adequate supply and pressure. On-site septic systems will treat the sewage needs. A preliminary evaluation of the soils made by a soil scientist shows soils appropriate for this purpose.					
MUNICIPAL CAPACITY TO ABSORB PROJECT	N/A – the utilities will not be maintained or operated by the City.					
CONSISTENCY WITH MEBANE LONG RANGE UTILITY PLAN?	□YES □NO					
ADEQUATE STORMWATER CONTROL?	⊠YES □NO					
INNOVATIVE STORMWATER MANAGEMENT?	□YES ⊠NO					
TRANSPORTATION NETWORK STATUS						
CURRENT CONDITIONS	NC 119 is a NC DOT route with a 2015 average traffic volume of 6,700 trips per day and a Level Of Service (LOS) C. NC 119 north of its intersection with Trollingwood Hawfields Road is funded for widening by STIP project U-6013 which should improve local conditions.					
TRAFFIC IMPACT ANALYSIS REQUIRED?	⊠YES □NO					
DESCRIPTION OR RECOMMENDED IMPROVEMENTS	The applicant conducted a TIA for a student population of 450 that will not use busses. The TIA had to be reviewed by the Municipal School Transportation Assistance division of NC DOT, per NC General Statute. The City also retained the service of Ramey, Kemp, and Associates, to evaluate the TIA. Both the NCDOT and the City determined that the onand offsite transportation improvements provided by the applicant and the developer of the Summerhaven subdivision will address safety and congestion concerns and meet City and State standards.					
CONSISTENCY WITH MEBANE'S TRANSPORTATION PLANS?	⊠YES □NO					
MULTIMODAL IMPROVEMENTS PROVIDED BY APPLICANT?	⊠YES □NO					
DESCRIPTION OF MULTIMODAL IMPROVEMENTS	Sidewalks will be provided along the NC 119 frontage of the project site and along the main driveway in such a way that pedestrians and cyclists may avoid the roundabout. The applicant will install bicycle racks on campus.					



STAFF RECOMMENDATION

STAFF ZONING RECOMMENDATION	□ APPROVE □ DISAPPROVE					
STAFF SPECIAL USE FINDING	☑ CONSISTENT ☐ NOT CONSISTENTWITH MEBANE BY DESIGN					
RATIONALE	The proposed development "Bradford Academy" is consistent with the guidance provided within <i>Mebane By Design</i> , the Mebane Comprehensive Land Development Plan, is in harmony with the surrounding zoning of the area, and, excepting one waiver request, meets all development and subdivision standards for an Elementary/Secondary School in the Mebane UDO.					
F	PUBLIC INTEREST CONFORMANCE?					
ENDANGER PUBLIC HEALTH OR SAFETY?	□YES □NO					
SUBSTANTIALLY INJURE THE VALUE OF ADJOINING OR ABUTTING PROPERTY?	□YES □NO					
HARMONIOUS WITH THE AREA IN WHICH IT IS LOCATED?	□YES □NO					
	☐ The application is consistent with the objectives and policies for growth and development contained in the City of Mebane Comprehensive Land Development Plan, <i>Mebane By Design</i> , and, as such, has been recommended for approval.					
CONSISTENT WITH MEBANE BY DESIGN, THE MUNICIPAL COMPREHENSIVE LAND DEVELOPMENT PLAN?	 The application is not fully consistent with the objectives and policies for growth and development of the City of Mebane Comprehensive Land Development Plan, Mebane By Design, but is otherwise in the public interest and has been recommended for approval. The Comprehensive Land Development Plan must be amended to reflect this approval and ensure consistency for the City of Mebane's long-range planning objectives and policies. The application is not consistent with the objectives and policies for growth and development of the City of Mebane Comprehensive Land Development Plan, Mebane By Design, and, as such, has been recommended for denial. 					



Transportation Impact Analysis

Bradford Academy Mebane, NC

Prepared for Bradford Academy October 18, 2019

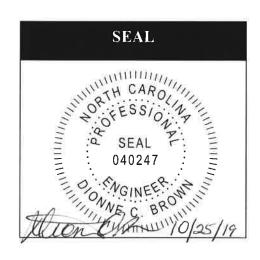
Analysis by: Dionne C. Brown, P.E.

Drafting/Graphics by: Dionne C. Brown, P.E.

Reviewed by: Nick Liguori, P.E.

Frank Amenya, P.E, PTOE

Sealed by: Dionne Brown, P.E.





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Bradford Academy – Transportation Impact Analysis Mebane, NC Prepared for Bradford Academy October 18, 2019

Executive Summary

Site Overview

The existing Bradford Academy is located at 919 South Third Street in Mebane, NC. It is proposed to relocate a location south of I-40, on to Highway NC 119 between Kimrey Road and Nereus Drive with approximately 450 students from grade levels Pre-K to 12th grade by 2023. The new school will be located along NC 119 in front of a proposed subdivision, Summerhaven, that was completed by DAVENPORT in November 2018. The two developments will share one (1) full site access located on NC 119 and the school will have an additional exit only access on NC 119. The site is expected to be built out by 2023.

The proposed school will be in close proximity to the Summerhaven subdivision; therefore, it is required by North Carolina Department of Transportation (NCDOT) and City of Mebane to study two scenarios: with and without the Summerhaven subdivision.

Since the submittal of the Transportation Impact Analysis (TIA) of Summerhaven, the intensity of units has decreased. The TIA analyzed 244 single family homes, while now it is proposed to have 81 single family homes. **Scenario 1** analyzes the proposed school only and describes any recommended improvements from this development only. **Scenario 2** analyzes the Summerhaven subdivision in the background traffic while incorporating the proposed school, then describing any improvements needed for both of the developments.

Trip Generation

The MSTA calculator estimated that there would be 449 trips in the AM peak and 326 trips in the Dismissal peak. This would include parents, staff and student drivers. This school will not have any buses. The calculator determined that the school would need to provide at least 1,297 feet of queue on campus to accommodate the school traffic. The site plan is expected to provide 1,300 feet of queue on campus which will satisfy the MSTA requirement. To achieve the queue, it is recommended to have double stacking on campus. Other recommendations can be found on Exhibit A.

Summary and Conclusion

Based on the analysis there is expected queueing and capacity issues along NC 119 in future no build conditions and build conditions. Some mitigations were recommended as background improvements but it should be noted that queuing is still an issue along NC 119.

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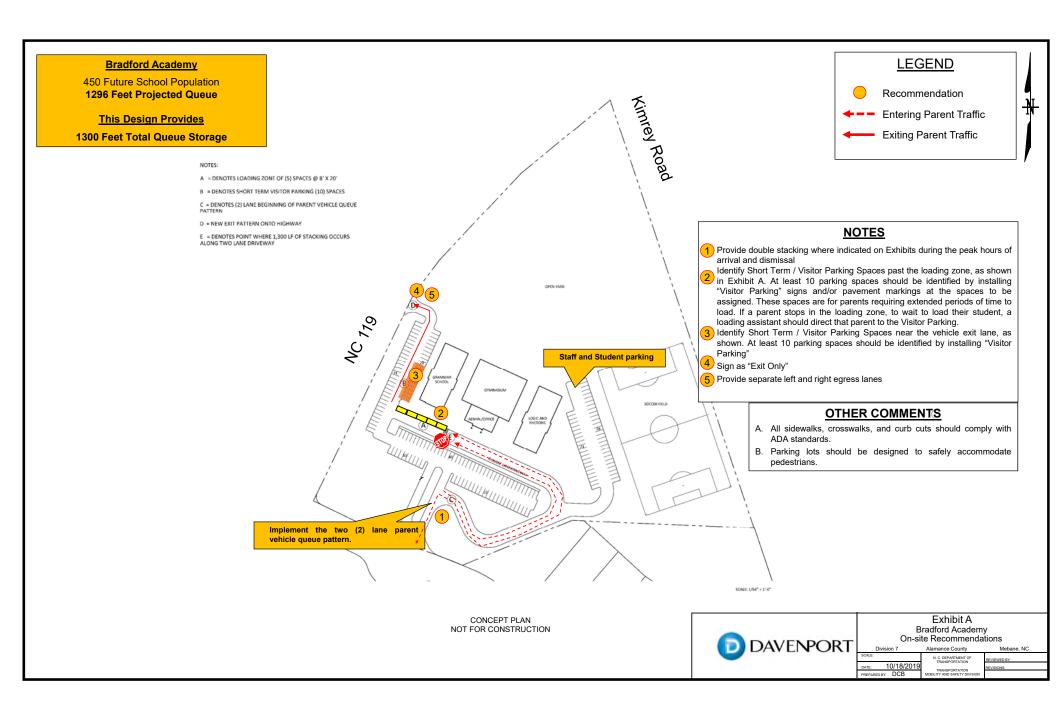
Based on the analysis, Summerhaven Subdivision is proposed to construct a 100 foot northbound right turn lane and 100 foot southbound lane with appropriate tapers at Site Access 1. It is recommended that the proposed Bradford Academy provide a southbound left turn lane of 150 feet of storage and a northbound right turn lane of 100 feet of storage with appropriate tapers. It should be noted that the Bradford Academy's recommendation is 50 feet longer than the Summerhaven Subdivision. Though all school traffic will enter through the internal roundabout, the traffic will exit to the north from a separate access point onto NC 119. Therefore, the internal roundabout is not expected to be an operational issue. The subdivision also proposes to construct a southern access on NC 119 that can serve as a relief valve if deemed necessary. The continuation of the subdivision's approval process should not be an issue as long as the auxiliary lanes at Site Access 1 are constructed to 100 feet of storage for northbound right turn lane and 100 feet of storage for southbound left turn lane on NC 119 prior to the school opening.

Table A summarizes the recommended improvements.

In conclusion, this study has reviewed the impacts of both background traffic and this development traffic, and has determined that with the recommended improvements in place, there will be adequate capacity to accommodate future traffic. Please note that all accesses to the site are required to be constructed to NCDOT and City of Mebane standards.



Table A – Recommended Improvements						
INTERSECTION	RECOMMENDATIONS					
NC 119 at Trollingwood Hawfields Road / Old Hillsborough Road	These improvements are suggested regardless of Bradford Academy: • Modify signal • Provide a northbound right turn lane of 150 feet storage with appropriate taper					
NC 119 at Turner Road	No improvements recommended.					
NC 119 at Kimrey Road	 These improvements are suggested for the Hawfield Development: Provide a northbound right turn lane of 100 feet storage with appropriate taper Provide a southbound left turn lane of 100 feet storage with appropriate taper Provide a westbound right turn lane of 100 feet storage with appropriate taper 					
NC 119 at Jim Minor Road	These improvements are suggested regardless of Bradford Academy: • Provide a signal					
NC 54 at Jim Minor Road	No improvements recommended.					
NC 119 at Site Access 1	 Provide a northbound right turn lane on NC 119 with 100 feet of storage and appropriate taper. Provide a southbound left turn lane on NC 119 with 150 feet of storage and appropriate taper. 					
NC 119 at Site Access 2	Provide a separate egress lane with left lane of 100 feet storage with appropriate taper.					





STATE OF NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

ROY COOPER GOVERNOR JAMES H. TROGDON, III SECRETARY

September 5, 2019

Mr. David Cheek City Manager City of Mebane 106 E. Washington Street Mebane, NC 27302

Subject: Proposed Summerhaven Development Located on NC 119 Review of Preliminary Plan

Dear Mr. Cheek,

District staff has reviewed the plan submittal received on August 29, 2019. We offer the following comments.

Trip Generation and Traffic Impacts:

The development, as currently proposed, consists of a 78-lot single family residential subdivision and a future school site. The site directly accesses NC 119 via two proposed subdivision street connections served by exclusive left and right turn lanes on NC 119 at each of the accesses. Based upon information provided in the plan and the traffic study dated November 21, 2018, the proposed access configuration is expected to adequately accommodate the trips generated by the residential component of the development and is expected to operate acceptably with installation of the proposed turn lanes. The submittal received does not provide detailed information on the proposed school and it is presumed that this component will be developed at a future time yet to be determined. Pursuant to NCGS 136-18(29a), and in accordance with 19A NCAC 02C.0116 Reimbursement of Schools for Transportation Improvements Completed on the State Highway System, a traffic study will be required prior to development of the school to assess traffic operations and determine any additional improvements required to ensure safe access.

Internal Subdivision Streets:

It is our understanding that the proposed development will remain outside of the City of Mebane Corporate limits and that the Applicant intends to pursue addition of the proposed streets to the State Highway System. Based upon review of the information provided, the streets as configured, would be eligible for addition to the State Highway System for maintenance subject to compliance with all requirements of the current

edition of the NCDOT <u>Subdivision Roads Minimum Construction Standards</u> publication. As an exception, to the above, the proposed unnamed street terminating at the shared property line to the southwest of the development is not eligible for addition as configured due to an insufficient number of lots served. A minimum of 4 lots with frontage on the road are required. The road can be considered for future addition upon further extension and sufficient lot count to meet minimum requirements. We are amenable to the proposed street typical section provide in the plan which indicates 26' pavement width, and 8" ABC, 3" of Asphalt pavement design as stipulated by the City of Mebane

Required Permitting and Approvals:

Prior to beginning work, the Applicant will need to obtain the following:

- Approved NCDOT Driveway Permit
- Approved NCDOT Three-Party Encroachment Agreement with City of Mebane for proposed/stipulated sidewalk and appurtenances
- Approved NCDOT Three-Party Encroachment Agreement with Orange-Alamance Water System for water extension and connections
- NCDOT approval of final subdivision street design

Prior to issuance of the above, the Applicant will need to submit complete and detailed plans meeting NCDOT and City of Mebane requirements as applicable.

Feel free to contact me if you have any questions or if we can be of further assistance.

Sincerely,

er6

C. N. Edwards Jr., PE

District Engineer

Cc: J. M. Mills, PE, Division Engineer

Bob Dischinger, PE, Evans Engineering, Inc.

5808 Faringdon Place Raleigh, NC 27609 Phone: 919-872-5115 www.rameykemp.com

January 23, 2020

TO: Cy Stober, AICP

Development Director - City of Mebane

E: cstober@cityofmebane.com

FROM: Jessica McClure, PE

Ramey Kemp and Associates, Inc. E: jmcclure@rameykemp.com

SUBJECT: Bradford Academy TIA Review Comments

Mr. Stober:

Ramey Kemp and Associates, Inc. (RKA) has reviewed the subject TIA and issues the following comments.

Study Summary

The subject development is a relocation of the existing Bradford Academy (919 South Third St, Mebane, NC) to NC 119 south of Kimrey Road. The maximum enrollment of the school (Pre-K to 12th grade) will be approximately 450 students by 2023. Access is provided via a shared driveway with the Summerhaven residential development on NC 119 and an exit-only driveway on NC 119. Two analysis scenarios were considered – Scenario 1: without Summerhaven traffic; Scenario 2: with Summerhaven traffic; to determine impacts specific to the school development.

A roundabout is proposed at the school driveway on the shared access with Summerhaven. The roundabout is anticipated to operate without significant queueing or delay based on conservative traffic assumptions reviewed by RKA. Egress from the school is allowed at the roundabout based on the site plan in the traffic study. However, preferred operations during the school AM and dismissal peak hours is that no traffic uses this egress point. Steps should be taken to reinforce this during school operations (cones restricting access to the parking lot, etc.).

Significant queuing and delay are present at several study area intersection, regardless of the construction of the school or Summerhaven development. The TIA indicates improvements that would be needed to address these issues. NCDOT is reviewing the feasibility of improvements at NC 119 and Trollingwood Hawfields Rd due to existing historic properties and Hawfields Cemetery.

The Summerhaven residential development is required to construct a 100' southbound left-turn lane on NC 119 and 100' northbound right-turn lane on NC 119 at the shared access. **Based on the review of the Bradford Academy TIA**, no additional improvements within the study area are required to accommodate anticipated school traffic.

The following comments relate to deviations from various NCDOT and/or City analysis guidelines. However, these variations have either been approved by NCDOT or are not anticipated to significantly impact the analysis results. A revised TIA based on these comments is not requested.

MSTA Guidelines / Internal Analysis Review

Per a conference call held between MSTA, NCDOT District, and RKA staff on 1/15/2020, the following deviations from typical MSTA guidelines were noted as approved and allowable by MSTA staff for this study.

- 1. Zero (0) volume movements were modelled within the site in Synchro on allowable movements. Typically, zero (0) volume movements are modelled with a volume of '4' per NCDOT CM guidelines.
- 2. Site plan shows both ingress and egress at the school's driveway from the roundabout, but egress was not modelled in Synchro or SIDRA. Recommended lane configurations also show egress at this location. RKA reviewed the operations of the roundabout with consideration for exiting traffic at this location and anticipate the roundabout will function acceptably under future build conditions.
- 3. Synchro shows \sim 1,650' of available stacking length whereas the site plan and report show 1,300'. Per the internal stacking analysis, 1,300' of stacking is sufficient.
- 4. Loading/Unloading zone is modelled with 152' in length resulting in 5 or 6 vehicles to load/unload per cycle (typically 130' for 5 loading bays per NCDOT MSTA Guidelines).
- 5. TIA report indicates the proposed Bradford Academy will consist of approximately 450 students and the analysis was prepared for a total of 448 students. This difference is not anticipated to significantly impact the analysis results.
- 6. Number of staff and student trips utilized for analysis purposes does not match the output from the MSTA School Traffic Calculator based on the proposed student population. The TIA assumes lower numbers of staff members and student drivers, as provided in the school information sheet in the Appendix.
- 7. Total number of parents utilizing the unloading zone during the AM peak scenarios in Synchro (196 vph) does not match Table 4.2 in the TIA for number of entering/exiting parent trips during the AM peak (197 vph). This difference is not anticipated to significantly impact the analysis results.
- 8. Total number of staff and student trips entering the designated parking lot during the AM peak scenarios in Synchro (56 vph) does not match Table 4.2 in the TIA for the number of staff and student entering AM peak hour trips (60 vph). This difference is not anticipated to significantly impact the analysis results.
- 9. Staff and student trips leaving the site should have a bypass lane or alternative access to/from the parking lot so that they do not need to traverse through the designated loading/unloading zone with parent vehicles. This assumption during the dismissal peak scenarios provides for conservative analysis of dismissal loading operations.
- 10. Peak hour traffic volumes in Synchro show pre-K/K traffic utilizing the loading/unloading zone whereas the TIA explains there will be parking provided for parents of pre-K/K students to park and walk into the



- building with their students. This assumption provides for conservative analysis of loading/unloading operations.
- 11. Table 4.1 indicates that a PHF of 0.75 was utilized for movements affected by both school and background traffic. It may be more appropriate to calculate a weighted average of school and non-school trips to determine an adjusted PHF for the specific movements that have a combination of school and non-school trips.

TIA Report

- 12. The trip distribution is reasonable. The percentages listed on Pages 12 and 13 for Trollingwood Hawfields and Old Hillsborough Road should be switched. The analysis considers 12% of the trips to/from the east on Old Hillsborough Road and 8% to/from the west on Trollingwood Hawfields Road.
- 13. Figure 7 School Trips the entering and exiting trips into the analysis network are imbalanced by one trip. This is likely due to rounding in a spreadsheet used to distribute the trips. This will not significantly impact the results of the analysis as the number of trips entering / exiting the school site itself are correct.
- 14. Figure 4 Existing Traffic Volumes a volume of 4 vehicles is shown for movements at which no vehicles or a volume less than 4 was counted. Though Congestion Management requires a minimum volume of 4 on any allowable movement in the analysis, the count values should be shown on the Figures. This is not expected to significantly impact the analysis results.
- 15. The trip generation for the Summerhaven development is unclear as the trips generated are not consistent with the single-family unit count per TRC plans (78 units) nor the unit count described in the original TIA for Summerhaven. However, the volumes generated by the Summerhaven development are anticipated to be low enough that moderate changes in volume are not anticipated to significantly impact the analysis results.

Synchro Analyses

- 16. Southbound left-turn storage on NC 119 at the intersection of NC 119 & Trollingwood Hawfields Rd / Old Hillsborough Rd modelled in Synchro (125') does not match the Existing Lane Configurations Figure (100') under AM and dismissal existing conditions. Under future conditions, this turn lane is proposed to be extended by the Cambridge Park development and is modeled at a correct extended length in those files.
- 17. The provided signal plan at the intersection of NC 119 & Trollingwood Hawfields Rd / Old Hillsborough Rd shows Dallas protected + permitted left-turn phasing whereas this intersection in Synchro was modelled with protected + permitted left-turn phasing under AM and dismissal existing conditions. Protected + permitted left-turn phasing provides for a more conservative analysis.
- 18. The provided signal plan at the intersection of NC 54 and Jim Minor Rd shows this intersection being a part of the Burlington-Graham signal system. Signal timings from the signal plan were modelled in Synchro under all analysis scenarios. Actual timings operating in the field as part of the signal system



- may differ slightly from those modelled in Synchro; however, this is not expected to significantly change the capacity analysis results at this intersection.
- 19. There are inconsistencies regarding lost time adjustment factors between analysis scenarios / peak hours for the following movements at the study intersections (not expected to significantly change capacity analysis results):
 - o Westbound right-turn movement at NC 119 & Trollingwood Hawfields Rd / Old Hillsborough Rd
 - Westbound right-turn movement at NC 54 and Jim Minor Rd
- 20. Improvements associated with the Cambridge Park Residential Development were analyzed under FNB, FB, and FB+imp analysis scenarios (shown in green on Figure 12 Recommended Improvements); however, potential improvements associated with the Hawfield Development were only analyzed under the FB+imp analysis scenario (also shown in green on Figure 12). The Hawfield Development has not yet been approved and improvements will be recommended based on a traffic study for that development.
- 21. The exclusive westbound right-turn lane improvement at the intersection of NC 119 & Trollingwood Hawfields Rd / Old Hillsborough Rd associated with Cambridge Park was analyzed under FNB, FB, and FB+imp analysis scenarios but a right-turn overlap phase was only considered under FB+imp conditions. It should be noted that with the addition of an exclusive northbound right-turn lane at this intersection under FB+imp conditions, a right-turn overlap phase was also considered under FB+imp conditions. NCDOT is currently reviewing the feasibility of several improvements at this intersection.
- 22. There are two improvements identified as "Improvements needed due to background traffic" in the TIA: 150' northbound right-turn lane on NC 119 at Trollingwood Hawfields Rd / Old Hillsborough Rd and the installation of a signal at NC 119 and Jim Minor Rd (shown in purple in Figure 12). Per NCDOT Congestion Management Guidelines, "Mitigation dependent on unfunded or uncommitted improvements provided by others are not acceptable" and typically not allowable in analysis scenarios. NCDOT is currently reviewing the feasibility of several improvements at these intersections.

General

- 23. Two NCDOT TIP Projects are in the study area. U-5538C consists of adding turn lanes at NC 119 and Trollingwood Hawfields Rd and is under evaluation. U-6013 consists of widening NC 119 from Trollingwood Hawfields Rd to Lowes Blvd right-of-way is scheduled for 2021 and construction in 2023. These improvements will help address queueing and delays expected in the network regardless of the proposed development.
- 24. The development is generally consistent with City of Mebane long-range plans.





ORANGE-ALAMANCE WATER SYSTEM, INC.

POST OFFICE BOX 187

MEBANE, NORTH CAROLINA 27302

TELEPHONE: (919) 563-6212

July 28, 2020

Triad Design Group 4807-C Koger Boulevard Greensboro, North Carolina 27407

Attn: Mr. L. Allan Hill

Re: Bradford Academy

Dear Mr. Hill:

Please be advised that Orange-Alamance Water System, Inc. can provide adequate water service (domestic and fire) to the Bradford Academy Project located on the east side of NC 119S, Mebane, North Carolina. This project is located across the street from our Kimrey water tank.

We appreciate the opportunity to serve water to your project and look forward to working with you in the near future.

Sincerely,

ORANGE-ALAMANCE WATER SYSTEM, INC.

Leorge Workman, Jr.
George Workman, Jr.

Interim Manager



ALAMANCE COUNTY HEALTH DEPARTMENT ENVIRONMENTAL HEALTH SECTION Improvement Permit- New



A Construction Authorization must be purchased to obtain a building permit (This is not a Construction Authorization)

Tax Map Number 10-16-209				Application Date 4/22/2020	Permit Number 5690IMPR20				
Site Address	ite Address 0 S NC 119 HWY. MEBANE, NC 27302								
Directions	Directions I-40E/I-85N EXIT 148 FOR NC-54, RT ON 54 LT ON JIM MINOR RD LEFT ON KIMREY RD								
Requestee Phone Fax Other Email	1306 WEST WENDOVER AVE GREENSBORO , NC 27408 hone (336) 669-9190 ax ther			Owner KIMREY REDLANDS LLC 2425 KIMREY RD. MEBANE, NC 27302 Phone (336) 269-2709 Fax Other (336) 578-2141 Email LEETVERNON@GMAIL.COM					
Type of Struct	ure	BUSINESS		Business Type	Schools				
Pump Required		No		Business Sub-Type	Day School - with neither Cafeteria nor showers				
Grease Trap Re	equired	No		Number of students	450				
Projected Daily Flow 4500 GPD		4500 GPD							
Permit Valid Fo	or	Expires 7/1/2	Type of Water Supply		Well				
Wastewater Sy	ystem Type		Type V						
System Descri	ption		Flow Equalization / Conventional Septic System						
System Distribution			PRESSURE MANIFOLD						
Repair System	Туре		Type V						
Repair Description			Flow Equalization / Conventional Septic System						
Repair System Distribution		on	SERIAL						
Permit Conditi Other: DO NOT		ILL PERMITT	ED SEPTIC SYSTEM AREA DU	RING SITE GRADING.					
			See Attach	ned Site Sketch					
checking with apuse changes. Th	propriate g e Improvem	overning bodie ent Permit sha	s in meeting their requirements. Il not be affected by a change in	* This permit is subject to revolves ownership of the site. This pe	ts. The permit holder is responsible for ocation if the site plan, plat, or the intended ermit is subject to compliance with the rolina Administrative Code and to conditions of				
Authorized State AgentR			ob Snow	Date	7/1/2020				

Environmental Health Section Alamance County Health Department (336) 570-6367

New Septic System - IP Site Sketch
Name: Bradford Academy Tax Map: 10-16-209

E.H.S.: Rob Snow, EHS Date:7/1/2020

10-16-30 10-16-214 Drain p21 p20 10-16-209 p15 p16 p17 p14 p13 1 inch = 100 feet Alamance County GIS, Alamance County Environmental Health & GIS Department, Alamance County Environmental Health Fee 0 20 40 120 160

Scale is approximate and may not be accurate on emailed, scanned, and faxed copies of this drawing.

Drawn By: RES

This Map is the best representation of field data based on information supplied to ACHD and is accurate within the limits of our equipment. This is not a survey map. Property Lines must be clearly marked in the field by the property owner prior to work on the well and septic system.

Date Printed: 7/1/2020



September 3, 2020

Mr. L. Allan Hill, PE Triad Design Group 4807-C Koger Boulevard Greensboro, NC 27407

Subject: Bradford Academy – Water and Sewer System Improvements

Dear Mr. Hill:

In accordance with paragraph 7-4.3 A.3.a. in the UDO, this letter is provided to indicate that I have reviewed the preliminary water and sewer system layout for the subject project and find that it meets City standards based on the following:

- 1. Water system The School will connect to an 8 inch developer installed water extension from Orange-Alamance Water System's 12 inch water main in NC 119. Bradford Academy has obtained a letter (enclosed) from Orange-Alamance Water System, Inc. indicating that they will provide adequate water service (fire and domestic) to the school.
- 2. Sanitary Sewer system The school has obtained an Alamance County Environmental Health Improvement Permit (enclosed) for an on-site subsurface treatment system (flow equalization/with conventional septic system) with sufficient repair area for a projected daily flow of 4,500 gallons per day.

Should you have any questions, please let me know.

Sincerely,

Frang K. HAA

Franz K. Holt, P.E. City Engineer

CC: Ashley Hadley, Planner Cy Stober, Development Director Kyle Smith, Utilities Director Chris Rollins, Assistant City Manager



ORANGE-ALAMANCE WATER SYSTEM, INC.

POST OFFICE BOX 187

MEBANE, NORTH CAROLINA 27302

TELEPHONE: (919) 563-6212

July 28, 2020

Triad Design Group 4807-C Koger Boulevard Greensboro, North Carolina 27407

Attn: Mr. L. Allan Hill

Re: Bradford Academy

Dear Mr. Hill:

Please be advised that Orange-Alamance Water System, Inc. can provide adequate water service (domestic and fire) to the Bradford Academy Project located on the east side of NC 119S, Mebane, North Carolina. This project is located across the street from our Kimrey water tank.

We appreciate the opportunity to serve water to your project and look forward to working with you in the near future.

Sincerely,

ORANGE-ALAMANCE WATER SYSTEM, INC.

Leorge Workman, Jr.
George Workman, Jr.

Interim Manager



ALAMANCE COUNTY HEALTH DEPARTMENT ENVIRONMENTAL HEALTH SECTION Improvement Permit- New



A Construction Authorization must be purchased to obtain a building permit (This is not a Construction Authorization)

Tax Map Number 10-16-209				Application Date 4/22/2020	Permit Number 5690IMPR20				
Site Address	ite Address 0 S NC 119 HWY. MEBANE, NC 27302								
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Requestee Phone Fax Other Email	1306 WEST WENDOVER AVE GREENSBORO , NC 27408 hone (336) 669-9190 ax ther			Owner KIMREY REDLANDS LLC 2425 KIMREY RD. MEBANE, NC 27302 Phone (336) 269-2709 Fax Other (336) 578-2141 Email LEETVERNON@GMAIL.COM					
Type of Struct	ure	BUSINESS		Business Type	Schools				
Pump Required		No		Business Sub-Type	Day School - with neither Cafeteria nor showers				
Grease Trap Re	equired	No		Number of students	450				
Projected Daily Flow 4500 GPD		4500 GPD							
Permit Valid Fo	or	Expires 7/1/2	Type of Water Supply		Well				
Wastewater Sy	ystem Type		Type V						
System Descri	ption		Flow Equalization / Conventional Septic System						
System Distribution			PRESSURE MANIFOLD						
Repair System	Туре		Type V						
Repair Description			Flow Equalization / Conventional Septic System						
Repair System Distribution		on	SERIAL						
Permit Conditi Other: DO NOT		ILL PERMITT	ED SEPTIC SYSTEM AREA DU	RING SITE GRADING.					
			See Attach	ned Site Sketch					
checking with apuse changes. Th	propriate g e Improvem	overning bodie ent Permit sha	s in meeting their requirements. Il not be affected by a change in	* This permit is subject to revolves ownership of the site. This pe	ts. The permit holder is responsible for ocation if the site plan, plat, or the intended ermit is subject to compliance with the rolina Administrative Code and to conditions of				
Authorized State AgentR			ob Snow	Date	7/1/2020				

Environmental Health Section Alamance County Health Department (336) 570-6367

New Septic System - IP Site Sketch
Name: Bradford Academy Tax Map: 10-16-209

E.H.S.: Rob Snow, EHS Date:7/1/2020

10-16-30 10-16-214 Drain p21 p20 10-16-209 p15 p16 p17 p14 p13 1 inch = 100 feet Alamance County GIS, Alamance County Environmental Health & GIS Department, Alamance County Environmental Health Fee 0 20 40 120 160

Scale is approximate and may not be accurate on emailed, scanned, and faxed copies of this drawing.

Drawn By: RES

This Map is the best representation of field data based on information supplied to ACHD and is accurate within the limits of our equipment. This is not a survey map. Property Lines must be clearly marked in the field by the property owner prior to work on the well and septic system.

Date Printed: 7/1/2020



Technical Memorandum

Date: September 3, 2020

To: Ashley Ownbey, Planner

From: Franz K. Holt, P.E. 7#

Subject: Bradford Academy - City Engineering review

City Engineering has reviewed the site plans for Bradford Academy received August 20th, 2020 prepared by L. Allan Hill, P.E. Chief Civil Engineer with Triad Design Group, P.C. and has the following comments.

A. General Summary

- 1. Bradford Academy Private School (450 students Pre-K thru grade 12) is proposed to be located along the frontage of NC 119 on approximately 14 acres.
- 2. No permanent stormwater quality control measures are required due to the impervious surface being less than 24%. However, a fenced dry detention basin is provided that can be converted to a water quality pond with future expansion of the school.
- 3. Water service (domestic and fire) is to be provided by Orange-Alamance Water System, Inc. per letter.
- 4. Sewer service is on-site subsurface treatment as permitted by the Alamance County Health Department Environmental Health Section.
- 5. A traffic impact analysis was completed for the proposed school and reviewed by the City's traffic consultant. In addition, NDCOT has reviewed the TIA and provided their requirements internal and external to the site. External improvements include right and left turn lanes with 100' of storage along NC 119 at the main private road entrance. A second connection to NC 119 is exit only.
- 6. The developer of Summerhaven will construct the related NC 119 right/left turn lanes and main private access drive with roudabout serving the proposed school.
- 7. The site is located in Swepsonville Fire District.
- B. Availability of City Water and Sewer

Regarding the site plan and in accordance with paragraph 7-4.3 A.3.a. in the UDO, this memo is provided to indicate that I have reviewed the water and sewer system layout and find that it adequately meets the proposed use as follows:



- 1. Water system The School will connect to an 8 inch developer installed water extension from Orange-Alamance Water System's 12 inch water main in NC 119. Bradford Academy has obtained a letter from Orange-Alamance Water System, Inc. indicating that they will provide adequate water service (fire and domestic) to the school.
- 2. Sanitary Sewer system The school has obtained an Alamance County Environmental Health Improvement Permit for an on-site subsurface treatment system (flow equalization/with conventional septic system) with sufficient repair area for a projected daily flow of 4,500 gallons per day.

C. Watershed Overlay District and Phase II Stormwater Requirements

Watershed Overlay District requirements are provided under Sec. 5.2 of the UDO.

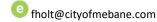
These requirements in the UDO are for the Back-Creek Watershed, which includes the Graham-Mebane Lake. The project is tributary to the Little Haw Creek; a Class V watershed and the Watershed Overlay District requirements do not apply to this project. This type of watershed classification (Class V) does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

2. Phase II Stormwater Post Construction Ordinance

Sec. 5.4 in the UDO provides standards for Storm Water Management and 5.4.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 provide detailed standards. While the standard is applicable, the threshold of impervious surface (24%) exempts the project for any new stormwater quality control requirements and is considered low density.

D. Storm Drainage System

Sec. 5-4. D. in the UDO provides requirements for storm drainage systems. Drainage improvements are proposed which drain the site buildings and parking lots to a proposed dry detention basin before it discharges off-site.





E. Street Access and Traffic Analysis

A traffic impact analysis was completed for the proposed school and reviewed by the City's traffic consultant. In addition, NDCOT has reviewed the TIA and provided a letter with their requirements internal and external to the site. External improvements include right and left turn lanes with 100' of storage along NC 119 at the main private road entrance. A second connection to Hwy. 119 is exit only. The developer of Summerhaven will construct the related right/left turn lanes and main private access drive with a roundabout serving the proposed school. The main access drive and roundabout is shared with the Summerhaven development and will remain private until the subdivision is developed further meeting NCDOT requirements for ownership/maintenance. NCDOT driveway permits will be required for both connections.

F. Construction Plan Submittal – TRC has reviewed and approved the preliminary stamped site construction drawings.



AGENDA ITEM #6

MACC- State Emergency Shelter Agreement

V	e	et	:in	g	D	at	e
				_			

October 5, 2020

Presenter

Aaron Davis, Recreation and Parks Director

Public Hearing

Yes □ No 🗵

Summary

North Carolina Emergency Services use of the MACC for an Evacuee Shelter

Background

The NDES is requesting the use of the MACC for an Evacuee Shelter. This shelter would be completely managed both financially and in terms of staffing by NCED. In order for the City of Mebane to give permission to NDES, an agreement must be signed. This agreement will give NCED the ability to bring in the necessary equipment to house a certain number of evacuees at the MACC safely. COVID-19 has forced NCED to look for larger venues that adhere to social distance guidelines, but also for more locations that are able to help when there is a time of need.

Financial Impact

None.

Recommendation

Staff recommends approval of the NCED agreement as presented.

Suggested Motion

Motion to approve the North Carolina Emergency Services agreement to use the MACC as an Evacuee Shelter.

Attachments

1. Agreement

THIS AGREEMENT DOES NOT BECOME EFFECTIVE UNTIL EXECUTED BY THE

NORTH CAROLINA DEPARTMENT OF PUBLIC SAFETY- DIVISION OF EMERGENCY MANAGEMENT

STATE OF NORTH CAROLINA

as hereinafter set out,

FACILITIES USE AGREEMENT

Proj	perty Ow	ner:						
and				GREEMENT herei				•
NOI	RTH CA	ROLINA	A DEPART	ERTY OWNER", a TMENT OF PUBL NT, hereinafter designment	IC SAFETY, DIV	ISION OF		
	erties and	I facilitie	s belonging for lividuals wl	its personnel desire g to the PROPERTY providing shelter, to ho have been evacua;	OWNER located emporary housing, atted from of areas	at and food a	nd limited wra	p
men				or has declared a stat No; and				as
	ernor, Sec	cretary o	f Public Saf	tat. §§ 166A-19.10, fety and Division of es during a declared	Emergency Manag	gement with		
who gran any to er loss from man	ther with, voluntar ts a licens part or pa mergency of or dam to though, agement a	any succeity or involved invol	essors in involuntarily, vilege or other chall or perment shall rate property use of the use, provided to	tat. § 166A-19.61 patterest, if any, owning knowingly or unknowing permits or a personal property for not be civilly liable to any persons where of the said real or that the use of said proportion or any property or any pr	ig or controlling ready with or willows the designation the purpose of action the death of or it is such death, injurpersonal property property is subject to	al or person ithout comp on or use of vities or fur injury to any ry, loss, or of for emerger to the order	tal property pensation, of the whole or nections relating person or the lamage resultency or control of o	g e ed

and conditions hereinafter set forth, PROPERTY OWNER does hereby let NCEM use from PROPERTY OWNER for and during the time and subject to the terms and conditions hereinafter

WHEREAS, the parties hereto have mutually agreed upon the terms of this AGREEMENT

NOW, THEREFORE, in consideration of the rental fee agreed to be paid and the terms

, North Carolina, more particularly described as follows: {TYPE IN DETAILED DESCRIPTION}		
	THE TERMS AND CONDITIONS OF THIS AGREEMENT ARE AS FOLLOWS:	
1.	The term of this AGREEMENT shall be for a period of () days commencing on the day of, 20, or as soon thereafter as the AGREEMENT premises are ceded to the NCEM and terminating on the day of, 20	
	RENEWAL OPTION: The NCEM shall have the privilege and option of renewing this AGREEMENT upon the same terms and conditions for up to one (1) additional one (1) month period upon first giving to PROPERTY OWNER seven (7) days, notice in writing of the intent to so renew.	
	The NCEM shall pay to the PROPERTY OWNER as gross rental for said premises the sum of \$Dollars per week. The NCEM agrees to pay the aforesaid rental within thirty (30) days receipt of invoice to PROPERTY OWNER at the address specified, or to such other address as the PROPERTY OWNER may designate by a notice in writing at least seven (7) days prior to the due date.	
2.	PROPERTY OWNER agrees to furnish to NCEM, as a part of the consideration for this AGREEMENT the following services, outside areas/structures, and utilities to the satisfaction of the NCEM:	
	A. Heating facilities, air conditioning facilities, adequate electrical facilities, adequate lighting fixtures and sockets, hot and cold-water facilities, adequate toilet facilities, and an area with phone and Internet connection (if available) for potential shelter residents and any personnel monitoring the facility and all available parking areas for staging of equipment, services trailers and parking for staff and evacuees.	
3.	During the AGREEMENT term, the PROPERTY OWNER shall keep the AGREEMENT premises in good repair and tenantable condition, free and clear of hazards to the end that all facilities are kept in an operative condition. Maintenance shall include but is not limited to furnishing and replacing electrical light ballasts, air conditioning and ventilating equipment filter pads, if applicable, and broken glass. In case PROPERTY OWNER shall,	

set out certain space in the City of ________, County of

premises.

after notice in writing from the NCEM in regard to a specified condition, fail, refuse, or neglect to correct said condition, or in the event of an emergency constituting a hazard to the health or safety of the NCEM's employees, property or invitees, it shall then be lawful for the NCEM in addition to any other remedy the NCEM may have, to make such repair at its own cost and to deduct the amount thereof from the rent that may then be thereafter become due hereunder. The PROPERTY OWNER reserves the right to enter and inspect the AGREEMENT premises, at reasonable times, and to make necessary repairs to the

- 4. It is understood and agreed that the PROPERTY OWNER shall, at the beginning of said AGREEMENT term as hereinabove set forth, have the AGREEMENT premises in a condition satisfactory to NCEM, including cleaning, repairs, painting, partitioning, remodeling, plumbing, and electrical wiring suitable for the purposes for which the AGREEMENT premises will be used by NCEM.
- 5. The NCEM shall have the right during the existence of this AGREEMENT, with the Lessor's prior consent, to make alterations, attach fixtures and equipment, and erect additions, structures or signs in or upon the AGREEMENT premises. Such fixtures, additions, structures or signs so placed in or upon or attached to the AGREEMENT premises under this AGREEMENT or any prior AGREEMENT of which this AGREEMENT is an extension or renewal shall be and remain the property of the NCEM and may be removed therefrom by the NCEM prior to the termination of this AGREEMENT or any renewal or extension thereof, or within a reasonable time thereafter. The NCEM shall have no duty to remove any improvement or fixture placed by it on the premises or to restore any portion of the premises altered by it. In the event NCEM elects to remove his improvements or fixtures and such removal causes damage or injury to the demised premises, NCEM will repair only to the extent of any such damage or injury.
- 6. If the said premises be destroyed by fire or other force majeure, without fault of the NCEM, this AGREEMENT shall immediately terminate and the rent shall be apportioned to the time of the damage. In case of partial destruction or damage by fire or other casualty without fault of the NCEM, so as to render the premises untenable in whole or in part, there shall be an apportionment of the rent until the damage has been repaired. During such period of repair, NCEM shall have the right to obtain similar office space at the expense of NCEM or the NCEM may terminate the AGREEMENT by giving seven (7) days written notice to the Lessor.
- 7. PROPERTY OWNER shall be liable to NCEM for any loss or damages suffered by NCEM which are a direct result of the failure of PROPERTY OWNER to perform an act required by this AGREEMENT, and provided that PROPERTY OWNER could reasonably have complied with said requirement.
- 8. Upon termination of this AGREEMENT, the NCEM will peaceably surrender the AGREEMENT premises in as good order and condition as when received, reasonable use and wear and damage by fire, war, riots, insurrection, public calamity, by the elements, force majeure, pandemic, or by circumstances over which NCEM had no control or for which the PROPERTY OWNER is responsible pursuant to this AGREEMENT, excepted.
- 9. By agreeing to the terms and conditions set forth in this AGREEMENT, PROPERTY OWNER, its officers, employees, and agents actively working in the sheltering facilities are considered emergency management workers for purposes of N.C. Gen. Stat. § 166A-19.60 to the extent that PROPERTY OWNER, its officers, employees, and agents act in good faith, without willful misconduct or gross negligence, and under the direction and control of NCEM pursuant to this AGREEMENT. NCEM assumes no liability for any wrongful acts of PROPERTY OWNER, its officers, employees, and agents arising out of performing any activities pursuant to this AGREEMENT.

- 10. The PROPERTY OWNER agrees that the NCEM, upon keeping and performing the covenants and agreements herein contained, shall at all times during the existence of this AGREEMENT peaceable and quietly have, hold, and enjoy the AGREEMENT premises free from the adverse claims of any person.
- 11. NCEM shall provide any and all releases of information to the press and media. Requests for interviews or information submitted to PROPERTY OWNER shall be directed to one of NCEM's Public Information Officer.
- 12. The failure of either party to insist in any instance upon strict performance of any of the terms and conditions herein set forth shall not be construed as a waiver of the same in any other instance. No modifications of any provision hereof and no cancellation or surrender thereof shall be valid unless in writing and signed and agreed to by both parties.
- 13. Any hold over after the expiration of the said term or any extension thereof, shall be construed to be a tenancy from week to week, and shall otherwise be on the terms and conditions herein specified, so far as applicable; however, either party shall give not less than seven (7) days written notice to terminate the tenancy.
- 14. The parties to this AGREEMENT agree and understand that the continuation of this AGREEMENT for the term period set forth therein, or any extension or renewal thereof, is independent upon and subject to the appropriation, allocation or availability of funds for this purpose to the agency of the NCEM responsible for payment of said rental. The parties to this AGREEMENT also agree that in the event the agency of the NCEM or that body responsible for the appropriations of said funds, in its sole discretion, determines in view of its total local office operations that available funding for the payment of rents are insufficient to continue the operations of its local offices on the premise AGREEMENT herein, it may choose to terminate the AGREEMENT set forth herein by giving PROPERTY OWNER written notice of said termination, and the AGREEMENT shall terminate immediately without any further liability to the NCEM.
- 15. This AGREEMENT contains the entire agreement of the parties. No agreement outside of this document can alter these provisions. Any changes to this Agreement must be made in writing with the mutual consent of the parties.
- 16. Nothing in this AGREEMENT shall be construed to or is intended to conflict with current laws or regulations of the United States of America or the State of North Carolina. If a term of this agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this Memorandum of Understanding shall remain in full force and effect.
- 17. This AGREEMENT shall be governed by the laws of the State of North Carolina, and subject to all applicable contract provisions required by 2 C.F.R Part 200. All Contract Provisions are included in this AGREEMENT as Attachment A.
- 18. All notices herein provided to be given, or which may be given by either party to the other, shall be deemed to have been fully given when made in writing and may be transmitted via e-mail, fax or deposited in the United States mail. The notices and points of contact to this AGREEMENT are:

Property Owner:			
NCEM: 4236 Mail Service Center, Ralei	gh, NC 27699-1321.		
Nothing herein contained shall preclude the The address to which notices shall be mailed written notice.	giving of such notice by personal service. I as aforesaid to either party may be changed by		
	this AGREEMENT has been executed nals, as of the date first above written.		
STATE OF NORTH CAROLINA -NCEM	Л		
BY:	(SEAL)		
PROPERTY OWNER:	(SEAL)		
FEDERAL ID #			

Upon execution please provide a minimum of two contact persons that can be reached, and be responsive in an emergency situation.

Organization	Contact Person	Phone	Email
NCEM Logistics			

ATTACHMENT A:

Program Monitoring. Property Owner agrees to assist and cooperate with the Federal grantor agency and NCEM or their duly designated representatives in the monitoring of the project or projects to which this facility usage agreement relates, and to provide in form and manner approved by NCEM such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

Termination for Cause. If through any cause, Property Owner shall fail to fulfill in a timely or proper manner any obligations under this Agreement, or if Property Owner shall violate any of the covenants, agreements, or stipulations of the Contract, NCEM shall thereupon have the right to terminate this Agreement by giving written notice to Property Owner of such termination and specifying the effective date of such termination. Unless a shorter time is determined by NCEM to be necessary, NCEM shall effect termination according to the following procedure:

- a. Notice to Cure. NCEM shall give written notice of the conditions of default, setting for the ground or grounds upon which such default is declared ("Notice to Cure"). The Property Owner shall have ten (10) days from receipt of the Notice to Cure or any longer period that is set forth in the Notice to Cure to cure the default.
- b. Notice of Termination. If the conditions set forth in the Notice to Cure are not cured within the period set forth in the Notice to Cure, NCEM may terminate the Agreement, in whole or in part. NCEM shall give the Property Owner written notice of such termination ("Notice of Termination"), specifying the applicable provision(s) under which the Agreement is terminated and the effective date of the termination.
- c. In such event, all finished or unfinished documents, data, studies, and reports prepared by Property Owner entitle Property Owner's receipt of just and equitable compensation for any satisfactory work completed on such documents. Notwithstanding the above, Property Owner shall not be relieved of liability to NCEM for damage sustained to NCEM by virtue of any breach of this Agreement by Property Owner. NCEM may withhold any payments to Property Owner for the purpose of set off until such time as the exact amount of damages due NCEM from Property Owner is determined.

Termination for Convenience. The Agreement may be suspended and/or terminated without liability to the State and NCEM is under no obligation to make any payments to the Property Owner. The performance of work under this Contract may be terminated by the State in accordance with this clause in whole, or from time to time in part, whenever the State shall determine that such termination is in the best interest of the State. The State will pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination, and all reasonable costs associated with termination of the Contract; provided, however, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination.

Equal Employment Opportunity. During the performance of this Agreement, the Property Owner agrees as follows:

a. The Property Owner will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Property Owner will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Property Owner agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- b. The Property Owner will, in all solicitations or advertisements for employees placed by or on behalf of the Property Owner, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c. The Property Owner will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Property Owner's legal duty to furnish information.
- d. The Property Owner will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Property Owner' commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. The Property Owner will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f. The Property Owner will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- g. In the event of the Property Owner's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Property Owner may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- h. The Property Owner will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor. The Property Owner will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Property Owner becomes involved in, or is threatened with, litigation with a subcontractor as a result of such direction by the administering agency, the Property Owner may request the United States to enter into such litigation to protect the interests of the United States.

The Property Owner further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the Property Owner so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The Property Owner agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of any vendors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Property Owner further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Vendor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Vendors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings

Anti-Discrimination. Property Owner will comply with the following clauses: Titles VI and VII of the Civil Rights Act of 1964 (PL 88-352), and the regulations issued pursuant thereto (prohibiting discrimination on the basis race, color, national origin and ensuring that individuals are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age); Title IX of the Education Amendments of 1972 (codified as amended at 20 U.S.C. § 1681 et seq.) (prohibiting discrimination on the basis of sex); Titles I, II, III, IV, and V of the Americans with Disability Act of 1990 (prohibiting discrimination on the basis of disability); Section 504 of the Rehabilitation Act of 1973 (codified as amended at 29 U.S.C. § 794) (prohibiting discrimination on the basis of handicap); the Age Discrimination Act of 1975 (codified as amended at 42 U.S.C. § 6101 et seq.) (prohibiting age discrimination); Executive Order 11063 as amended by Executive Order 2259; and Section 109 of the Housing and Community Development Act of 1974, as amended.

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).

Compliance with the Contract Work Hours and Safety Standards Act.

a. Overtime requirements. No Vendor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

- b. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in 29 CFR §5.5(b)(1) the Property Owner and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Property Owner and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in 29 CFR §5.5(b)(1), in the sum of \$26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in 29 CFR §5.5(b)(1).
- c. Withholding for unpaid wages and liquidated damages. NCDEM shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Vendor or subcontractor under any such contract or any other Federal contract with the same prime Vendor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Vendor, such sums as may be determined to be necessary to satisfy any liabilities of such Vendor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in 29 CFR §5.5(b)(2).
- d. Subcontracts. The Vendor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of 29 CFR §5.5 and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Vendor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 CFR §5.5(b)(2) through (4).

CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

Clean Air Act

The Property Owner agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

The Property Owner agrees to report each violation to NCEM and the Activating Entity and understands and agrees that NCEM and the Activating Entity will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

The Property Owner agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

The Property Owner agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

The Property Owner agrees to report each violation to NCEM and the Activating Entity and understands and agrees that NCEM and the Activating Entity will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

The Property Owner agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Debarment and Suspension

- a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Property Owner is required to verify that none of the Property Owner 's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disgualified (defined at 2 C.F.R. § 180.935).
- b. The Property Owner must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by NCEM and any Activating Entity. If it is later determined that the Property Owner did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to NCEM and any Activating Entity, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d. The Property Owner agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Property Owner or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) (as Amended)

Property Owner s who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Required Certification. If applicable, Property Owner s must sign and submit to the NCEM the certification. See final page.

Procurement of Recovered Materials

- a. In the performance of this contract, the Property Owner shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 - Competitively within a timeframe providing for compliance with the contract performance schedule;
 - Meeting contract performance requirements; or
 - At a reasonable price.
- b. Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.
- c. The Property Owner also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

Women and Minority Owned Businesses. 2 C.F.R. § 200.321 requires that all necessary affirmative steps are taken by the State and Property Owner to assure that minority and women's businesses are used when possible, and N.C. Gen. Stat. 143-128.2 establishes a ten percent (10%) goal for participation by minority and women owned businesses in total value of work performed for the State.

Access to Records. The following access to records requirements apply to this contract:

- a. The Property Owner agrees to provide NCEM, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives, and the Activating Entity access to any books, documents, papers, and records of the Property Owner which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- b. The Property Owner agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- c. The Property Owner agrees to provide the FEMA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the contract.
- d. In compliance with the Disaster Recovery Act of 2018, NCEM, the Activating Entity, and the Property Owner acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.
- e. Property Owner agrees to allow the departments and agencies of the State of North Carolina, FEMA, the Comptroller General of the United States, and any of their duly authorized representatives access to any books, documents, papers, and records of Property Owner which are directly pertinent to the contract for the purpose of making audits, examinations, excerpts, and transcriptions

Records Retention. All records required to be kept on the project shall be maintained for at least five (5) years after final payments and until all other pending matters under the grant for this project have been closed. However, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of the five (5) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the five (5) year period, whichever is later.

Energy Efficiency. All participants in the projects funded hereby shall recognize mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (PL 94-163).

Personnel. Property Owner represents that it has, or will secure at its own expense, all personnel required in performing the work under this Contract. Such personnel shall not be employees of or have any contractual relationship with State, NCEM, or Activating Entity. All of the work required hereunder will be performed by Property Owner or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such work. No person who is serving a sentence in penal or correctional institution shall be employed to work under this Contract.

Program Fraud and False or Fraudulent Statements or Related Acts. Property Owner acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the Contract.

No Obligation by Federal Government. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Property Owner, or any other party pertaining to any matter resulting from the contract.

Compliance with Federal Law, Regulations, and Executive Orders. This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Property Owner will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

DHS, Seal, Logo, and Flags. The Property Owner shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

If applicable, contractors must sign and submit to the non-federal entity the following certification.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

- 1. 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 an 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.
- 2. 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.
- 3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification 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 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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 such failure.

The Contractor,	-		· ·	
§ 3801 et seq., apply to this certification	on and disclo	sure, if any.		
	_			
Signature of Contractor's Authorized C	Official	Date		
	_			

Name and Title of Contractor's Authorized Official

Date

Mebane Fire Dept. Monthly Report

	August	Year to Date	% Change from 2019
Structural Response			
Totals	20	149	-10%
Average Personnel Per Response	11	12	
Average Volunteer Response	3	4	
Non Structural Responses			
Totals	43	425	-7%
Total Fire Response	63	574	-8%
Location (Year to Date)	North	South	
Total Number/Precentage	290/51%	284/49%	
	North	South	
Average Fire Response Time	5:21	5:58	
Precentage of Calls Inside City	51%	51%	
Precentage of Calls Outside City	25%	33%	
Precentage of Calls for Mutual Aid	24%	16%	
EMT Response	120	1074	-21%
Location (Year to Date)	North	South	
Total Number/ Precentage	573/53%	501/47%	
CPS Seats Checked	3	78	
Seats Distributed	0	0	
Smoke Alarms Checked/Installed	5	23	
Station Tours/Programs	0	4	
# of Participants	0	80	
Events Conducted/Attended	4	17	