Mebane City Council
In Person Regular Meeting
September 13, 2021- 6:00 PM

PLEASE TAKE NOTICE that the Mebane City Council's Regular Meeting is scheduled for Monday, September 13, 2021 at 6 p.m. in the Council Chambers of the Glendel Stephenson Municipal Building located at 106 E. Washington Street, Mebane, NC 27302.

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

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

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

Access to the meeting is also available by the following three (3) options:

Option #1- Attend In Person

- While masks are not required, if one wants to wear a mask to the meeting, it is permissible.

For people that do not plan to attend in person but would like to address the City Council during the Public Comment Period or the Public Hearing, see options below.

Option #2- Written or Emailed Comments to be read aloud by Clerk

- Written comments can be hand delivered to the Clerk at the above referenced address or emailed to info@cityofmebane.com. Written and emailed comments must be received by **4pm Monday, September 13th.**
- Messages must be labeled Public Comment or Public Hearing in the subject line and must contain commenter's name and address.

Option #3- Conference Telephone

- Email info@cityofmebane.com by **2:00pm on Monday, September 13th** to comment during the Public Comment Period or during a Public Hearing.
- Emails must be labeled Public Comment or Public Hearing in the subject line and must contain commenter's name, address and **telephone number that you are using to call into the conference line for identification.**
- Upon the City's receipt of email, participants will be emailed a confirmation which will include the phone number and access code to use the night of the meeting.
- 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 their email was received.
- Public Comment Period callers will be asked to keep comments to a three-minute limit.
- Public Hearing callers will be asked to keep comments to a five-minute limit.
- 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.

In Person
Council Meeting Agenda
September 13, 2021
6:00 p.m.

1. Call to Order and Invocation ..... Mayor Ed Hooks
2. Public Comments ..... Mayor
3. Consent Agenda ..... Mayor
    a. Purchase of North First Street Lot- Briggs Property
    b. Amendments to the Mebane Code of Ordinances - Chapter 16, Fire Prevention and Protection
    c. Demolition of New Dimensions Church of God in Christ
    d. Uniform Guidance Purchasing Policy
    e. Appointment of Deputy Clerk
4. Public Hearings-
    a. Ordinance to Extend the Corporate Limits-
    Chick-fil-A Distribution Facility..... .....Lawson Brown, City Attorney
    b. Ordinance to Extend the Corporate Limits-
    Wilson Heirs- Meadowstone ..... Mr. Brown
    c. Conditional Zoning- AR to R-8(CD)
    Wilson Heirs- Meadowstone .....Cy Stober, Development Director
    d. Rezoning- B-3 to R-12 BGG Holdings, LLC
    702 Vance Street ..... Mr. Stober
    e. Amendment to the Mebane Unified Development
    Ordinance Flood Hazard Overlay (FHO) District ..... Mr. Stober
5. Revenue Bonds for WRRF Renovation-
    Bond Order and Series Resolution.....Daphna Schwartz, Finance Director
6. WRRF- SRF Application and Resolution .....Franz Holt, City Engineer
7. Change Order No. 3 of the FY 2020-21 Street
    Repair and Resurfacing Contract ..... Mr. Holt
8. Adjournment..... Mayor

AGENDA ITEM #3A

Purchase of North Fifth Street Lot

Meeting Date
September 13, 2021

Presenter
Lawson Brown, City Attorney

Public Hearing
Yes ☐ No ☒

Summary
Purchase of a lot contiguous to North Fifth Street Pocket Park.

Background
City staff has determined that the purchase of this lot will result in a cost savings on the sidewalk extension to he North First Street Pocket Park. The owner, Sandra H. Briggs, has agreed to sell the lot to the City for $11,500.

Financial Impact
The lot will cost $11,500 but will result in an overall savings to the City on the sidewalk construction.

Recommendation
Staff recommends the approval of the Agreement for Purchase and Sale of Land.

Suggested Motion
I move to approve the purchase of the Briggs lot for the sum of $11,500 per the Agreement for Purchase and Sale of Land and direct staff to perform due diligence and close the purchase pursuant to the Agreement.

Attachments
1. Agreement for Purchase and Sale of Land
2. Property Exhibit

REALTORS' CommercialAlliance

REALTOR® North Carolina Association of REALTORS®

AGREEMENT FOR PURCHASE AND SALE OF LAND

THIS AGREEMENT, including any and all addenda attached hereto ("Agreement"), is by and between THE CITY OF MEBANE, a(n) MUNICIPALITY (individual *or* State of formation and type of entity) ("Buyer"), and SAMUEL H. BRIGGS, a (n) INDIVIDUAL (individual *or* State of formation and type of entity) ("Seller").

(NOTE: If the Buyer or Seller is an entity, in order to form a binding agreement and complete a transaction, the entities listed as Buyer or Seller in this Agreement should be validly formed and in good standing with the Secretary of State in the State of formation of the entity.)

FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES HERETO AGREE AS FOLLOWS:

Section 1. Terms and Definitions: The terms listed below shall have the respective meaning given them as set forth adjacent to each term.

(a) "**Property**": (Address) OFF NORTH FIRST ST., MEBANE, NC 27302

Plat Reference: Lot(s) 104, Block or Section WHITE & BASON, as shown on Plat Book or Slide 10 at Page(s) 23, _____ County, consisting of > 1 acres.

☐ If this box is checked, "Property" shall mean that property described on **Exhibit A** attached hereto and incorporated herewith by reference,

(For information purposes: (i) the tax parcel number of the Property is: _____; and, (ii) some or all of the Property, consisting of approximately _____ acres, is described in Deed Book 956, Page No. 498, ALAMANCE County.)

together with all buildings and improvements thereon and all fixtures and appurtenances thereto.

$ 11,500.00 (b) "**Purchase Price**" shall mean the sum of ELEVEN THOUSAND FIVE HUNDRED Dollars,

or, if this box is checked ☐ , Purchase Price shall mean the sum of $_____ per gross acre ("Price Per Acre") as determined by a survey obtained by Buyer prior to the expiration of the Examination Period ("Survey"). Buyer shall provide a copy of the Survey to Seller not later than the expiration of the Examination Period. The purchase price shall be determined by multiplying the Price Per Acre by the number of gross acres as determined by the Survey. Adjustments to the amounts due under Sections 1(b)(ii) – 1(b)(iii) shall be made, as applicable, to reflect any adjustment in the Purchase Price in accordance with this provision. The Purchase Price shall be payable on the following terms:

$ 500.00 (i) "**Earnest Money**" shall mean FIVE HUNDRED Dollars or terms as follows: PAYABLE UPON CITY COUNCIL APPROVAL OF THIS AGREEMENT

The Earnest Money shall be deposited in escrow with

REALTOR®

This form jointly approved by:
North Carolina Bar Association
North Carolina Association of REALTORS®, Inc.

STANDARD FORM 580L-T
Adopted 7/2020
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Buyer Initials _____ _____ Seller Initials SHB

THE VERNON LAW FIRM (name of person/entity with whom deposited- "Escrow Agent") ~~within five (5) calendar days of the Contract Date~~, to be applied as part payment of the Purchase Price of the Property at Closing, or disbursed as agreed upon under the provisions of Section 10 herein. Should Buyer fail to deliver the Earnest Money by the date required hereunder, or should any check or other funds paid by Buyer be dishonored, for any reason, by the institution upon which the payment is drawn, Buyer shall have one (1) banking day after written notice of such dishonor to deliver cash, official bank check, wire transfer or electronic transfer to the Escrow Agent. If Buyer fails to deliver the required funds within one (1) banking day after written notice, then Seller may terminate this Agreement by written notice to Buyer at any time thereafter, provided Seller has not then received acknowledgement by Escrow Agent of its receipt of funds from Buyer. If the Escrow Agent has not delivered to the Seller the acknowledgement of Earnest Money on the last page of this Agreement by the calendar day following the date the Earnest Money is required to be delivered hereunder, it shall be presumed that the Earnest Money was not delivered by the required time (unless, upon the written request of Seller, Escrow Agent can provide proof of its receipt of the Earnest Money by the required time). Buyer and Seller consent to the disclosure by the Escrow Agent, to the parties to this Agreement, the Broker(s) and any Buyer lender, of any material facts pertaining to the Earnest Money.

☐ **ANY EARNEST MONEY DEPOSITED BY BUYER IN A TRUST ACCOUNT MAY BE PLACED IN AN INTEREST BEARING TRUST ACCOUNT, AND:** ***(check only ONE box)***

☐ **ANY INTEREST EARNED THEREON SHALL BE APPLIED AS PART PAYMENT OF THE PURCHASE PRICE OF THE PROPERTY AT CLOSING, OR DISBURSED AS AGREED UPON UNDER THE PROVISIONS OF SECTION 10 HEREIN. (Buyer's Taxpayer Identification Number is: _____)**

☐ **ANY INTEREST EARNED THEREON SHALL BELONG TO THE ACCOUNT HOLDER IN CONSIDERATION OF THE EXPENSES INCURRED BY MAINTAINING SUCH ACCOUNT AND RECORDS ASSOCIATED THEREWITH.**

$ N/A (ii) **Delivery of a promissory note** secured by a deed of trust, said promissory note in the amount of _____ Dollars being payable over a term of _____ years, with an amortization period of _____ years, payable in monthly installments of principal, together with accrued interest on the outstanding principal balance at the rate of _____ percent (_____%) per annum in the amount of $_____, with the first principal payment beginning on the first day of the month next succeeding the date of Closing, or such other terms as may be set forth on **Exhibit B**. At any time, the promissory note may be prepaid in whole or in part without penalty and without further interest on the amounts prepaid from the date of such prepayment. **(NOTE: In the event of Buyer's subsequent default upon a promissory note and deed of trust given hereunder, Seller's remedies may be limited to foreclosure of the Property. If the deed of trust given hereunder is subordinated to senior financing, the material terms of such financing must be set forth on Exhibit B. If such senior financing is subsequently foreclosed, the Seller may have no remedy to recover under the note.)**

$ 11,000.00 (iii) **Cash, balance of Purchase Price**, at Closing in the amount of ELEVEN THOUSAND _____ Dollars.

Buyer, at Buyer's expense, shall be entitled to pursue qualification for and approval of any loan Buyer intends to obtain in connection with the transaction contemplated by this Agreement. **(Note: Buyer's obligations under this Agreement are not conditioned upon obtaining or closing any loan. Therefore, Buyer is advised to consult with Buyer's lender prior to signing this offer to assure that the Examination Period allows sufficient time for Buyer's lender to provide Buyer sufficient information to decide whether to proceed with or terminate the transaction.)**

(c) **"Closing"** shall mean the date of completion of the process detailed in Section 11 of this Agreement. Closing shall occur on or before THIRTY DAYS ~~or~~ AFTER ALL INSPECTIONS UNDER SECTION 6 (c).

Buyer Initials _____ _____ Seller Initials STB

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(d) "**Contract Date**" means the date this Agreement has been fully executed by both Buyer and Seller.

(e) "**Examination Period**" shall mean the period beginning on the first day after the Contract Date and extending through 5:00pm (based upon time at the locale of the Property) ~~on~~ NINETY (90) DAYS AFTER CONTRACT DATE.

TIME IS OF THE ESSENCE AS TO THE EXAMINATION PERIOD.

(f) "**Broker(s)**" shall mean: N/A ("Listing Agency"),

("Listing Agent" – License #)

Acting as: ☐ Seller's Agent; ☐ Dual Agent

and ("Selling Agency"),

("Selling Agent"- License #)

Acting as: ☐ Buyer's Agent; ☐ Seller's (Sub)Agent; ☐ Dual Agent

(g) "**Seller's Notice Address**" shall be as follows: 424 WILRA ROAD, MEBANE, N.C. 27302

e-mail address: fax number:

except as same may be changed pursuant to Section 12.

(h) "**Buyer's Notice Address**" shall be as follows:
106 E. WASHINGTON STREET
MEBANE, N.C. 27302
e-mail address: HBROWN@CITYSTANDARD.COM fax number:

except as same may be changed pursuant to Section 12.

☒ (i) If this block is marked, additional terms of this Agreement are set forth on **Exhibit B** attached hereto and incorporated herein by reference. **(Note: Under North Carolina law, real estate agents are not permitted to draft conditions or contingencies to this Agreement.)**

☐ (j) If this block is marked, additional terms of this Agreement are set forth on the Additional Provisions Addendum (Form 581-T) attached hereto and incorporated herein by reference.

☐ (k) If this block is marked, additional terms of this Agreement are set forth on the Back Up Agreement Addendum (Form 581A-T) attached hereto and incorporated herein by reference.

Section 2. Sale of Property and Payment of Purchase Price: Seller agrees to sell and Buyer agrees to buy the Property for the Purchase Price.

Section 3. Proration of Expenses and Payment of Costs: Seller and Buyer agree that all property taxes (on a calendar year basis), leases, rents, mortgage payments and utilities or any other assumed liabilities as detailed on attached **Exhibit B**, if any, shall be prorated as of the date of Closing. Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this Agreement, excise tax (revenue stamps), and other conveyance fees or taxes required by law, any fees required for confirming Seller's account payment information on owners' association dues or assessments for payment or proration; any fees imposed by an owners' association and/or a management company as agent of the owners' association in connection with the transaction contemplated by this Agreement other than those fees required to be paid by Buyer in this Section 3 below, and the following: N/A

Buyer Initials _____ _____ Seller Initials SHB

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Buyer shall pay recording costs, costs of any title search, title insurance, survey, the cost of any inspections or investigations undertaken by Buyer under this Agreement, charges required by an owners' association declaration to be paid by Buyer for Buyer's future use and enjoyment of the Property, including, without limitation, working capital contributions, membership fees, or charges for Buyer's use of the common elements and/or services provided to Buyer, any costs or charges for determining restrictive covenant compliance, and the following: SUCH EXPENSES AS BUYER ELECTS.

Each party shall pay its own attorney's fees.

Deferred/Rollback Taxes: Buyer ☐ intends to continue ☒ does not intend to continue the existing present use valuation property tax deferral(s) relating to the Property. In the event the Buyer intends to continue the existing present use valuation property tax deferral(s) relating to the Property, Buyer shall be responsible for making all necessary applications for continuation of the existing present use valuation property tax deferral(s) relating to the Property and shall be responsible for payment of any deferred/rollback taxes applicable to the Property.

If Buyer does not intend to continue the existing present use valuation property tax deferral(s) relating to the Property, ☒ Seller ☐ Buyer shall be responsible for payment of any deferred/rollback taxes applicable to the Property.

Section 4. Deliveries: Seller agrees to use best efforts to deliver to Buyer, as soon as reasonably possible after the Contract Date, copies of all material information relevant to the Property in the possession of Seller, including but not limited to: information regarding matters detailed on Form 502- Land Information Worksheet, title insurance policies (and copies of any documents referenced therein), surveys, soil test reports, environmental surveys or reports, site plans, civil drawings, building plans, maintenance records and copies of all presently effective warranties or service contracts related to the Property. Seller authorizes (1) any attorney presently or previously representing Seller to release and disclose any title insurance policy in such attorney's file to Buyer and both Buyer's and Seller's agents and attorneys; and (2) the Property's title insurer or its agent to release and disclose all materials in the Property's title insurer's (or title insurer's agent's) file to Buyer and both Buyer's and Seller's agents and attorneys. If Buyer does not consummate the Closing for any reason other than Seller default, then Buyer shall return to Seller all hard copy materials delivered by Seller to Buyer pursuant to this Section 4 (or Section 7, if applicable), if any, and shall, upon Seller's request, following release of the Earnest Money, provide to Seller copies of (subject to the ownership and copyright interests of the preparer thereof) any and all studies, reports, surveys and other information relating directly to the Property prepared by or at the request of Buyer, its employees and agents, without any warranty or representation by Buyer as to the contents, accuracy or correctness thereof. Notwithstanding the above provisions regarding delivery and return of information and documentation, should there exist a separate non-disclosure, confidentiality, or similar agreement between Buyer and Seller, the terms of which conflict with this provision insofar as delivery and return of information and documentation, then the terms of such non-disclosure, confidentiality, or similar agreement shall control as to the delivery and return of information and documentation.

Section 5. Evidence of Title: Seller agrees to convey fee simple insurable title to the Property without exception for mechanics' liens, free and clear of all liens, encumbrances and defects of title other than: (a) zoning ordinances affecting the Property, (b) Leases (as defined in Section 7, if applicable) and (c) specific instruments on the public record at the Contract Date agreed to by Buyer (not objected to by Buyer prior to the end of the Examination Period), which specific instruments shall be enumerated in the deed referenced in Section 11 (items 5(a), 5(b) and 5(c) being collectively "Permitted Exceptions"); provided that Seller shall be required to satisfy, at or prior to Closing, any encumbrances that may be satisfied by the payment of a fixed sum of money, such as deeds of trust, mortgages or statutory liens. Seller shall not enter into or record any instrument that affects the Property after the Contract Date without the prior written consent of Buyer, which consent shall not be unreasonably withheld, conditioned or delayed.

Section 6. Conditions: This Agreement and the rights and obligations of the parties under this Agreement are hereby made expressly conditioned upon fulfillment (or waiver by Buyer, whether explicit or implied) of the following conditions:

(a) **Title Examination:** After the Contract Date, Buyer shall, at Buyer's expense, cause a title examination to be made of the Property before the end of the Examination Period. In the event that such title examination shall show that Seller's title is not fee simple insurable, subject only to Permitted Exceptions, then Buyer shall promptly notify Seller in writing of all such title defects and exceptions, in no case later than the end of the Examination Period, and Seller shall have thirty (30) days to cure said noticed defects. If Seller does not cure the defects or objections within thirty (30) days of notice thereof, then Buyer may terminate this Agreement and receive a return of Earnest Money (notwithstanding that the Examination Period may have expired). If Buyer is to purchase title insurance, the insuring company must be licensed to do business in the state in which the Property is located. Title to the Property must be insurable at regular rates, subject only to standard exceptions and Permitted Exceptions.

(b) **Same Condition**: If the Property is not in substantially the same condition at Closing as of the date of the offer, reasonable wear and tear excepted, then the Buyer may (i) terminate this Agreement and receive a return of the Earnest Money or (ii) proceed to Closing whereupon Buyer shall be entitled to receive, in addition to the Property, any of the Seller's insurance proceeds

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payable on account of the damage or destruction applicable to the Property.

(c) **Inspections:** Buyer, its agents or representatives, at Buyer's expense and at reasonable times during normal business hours, shall have the right to enter upon the Property for the purpose of investigating matters such as those detailed on Form 502- Land Information Worksheet, conducting timber cruises, and examining and surveying the Property; provided, however, that Buyer shall not conduct any invasive testing of any nature without the prior express written approval of Seller as to each specific invasive test intended to be conducted by Buyer. Buyer shall conduct all such on-site inspections, examinations, testing, timber cruises and surveying of the Property in a good and workmanlike manner, at Buyer's expense, shall repair any damage to the Property caused by Buyer's entry and on-site inspections and shall conduct same in a manner that does not unreasonably interfere with Seller's or any tenant's use and enjoyment of the Property. In that respect, Buyer shall make reasonable efforts to undertake on-site inspections outside of the hours Seller's or any tenant's business is open to the public. Buyer shall provide Seller or any tenant (as applicable) reasonable advance notice of and Buyer shall cause its agents or representatives and third party service providers (e.g. inspectors, surveyors, etc.) to give reasonable advance notice of any entry onto the Property. Buyer shall be obligated to observe and comply with any terms of any tenant lease which conditions access to such tenant's space at the Property. Upon Seller's request, Buyer shall provide to Seller evidence of general liability insurance. Buyer shall also have a right to review and inspect all contracts or other agreements affecting or related directly to the Property and shall be entitled to review such books and records of Seller that relate directly to the operation and maintenance of the Property, provided, however, that Buyer shall not disclose any information regarding this Property (or any tenant therein) unless required by law, and the same shall be regarded as confidential, to any person, except to its attorneys, accountants, lenders and other professional advisors, in which case Buyer shall obtain their agreement to maintain such confidentiality. Buyer assumes all responsibility for the acts of itself and its agents or representatives in exercising its rights under this Section 6(c) and agrees to indemnify and hold Seller harmless from any damages resulting therefrom. This indemnification obligation of Buyer shall survive the Closing or earlier termination of this Agreement. Except as provided in Section 6(a) above, Buyer shall have from the Contract Date through the end of the Examination Period to perform the above inspections, examinations and testing. **IF BUYER CHOOSES NOT TO PURCHASE THE PROPERTY, FOR ANY REASON OR NO REASON, AND PROVIDES WRITTEN NOTICE TO SELLER THEREOF PRIOR TO THE EXPIRATION OF THE EXAMINATION PERIOD, THEN THIS AGREEMENT SHALL TERMINATE, AND BUYER SHALL RECEIVE A RETURN OF THE EARNEST MONEY.**

Section 7. Leases (Check one of the following, as applicable):

☒ If this box is checked, Seller affirmatively represents and warrants that there are no Leases (as hereinafter defined) affecting the Property.

☐ If this box is checked, Seller discloses that there are one or more leases affecting the Property ("Leases"), and the following provisions are hereby made a part of this Agreement.

(a) A list of all Leases shall be set forth on **Exhibit B**. Seller represents and warrants that, as of the Contract Date, there are no other Leases, oral or written, recorded or not, nor any subleases affecting the Property, except as set forth on **Exhibit B;**

(b) Seller shall deliver copies of any Leases to Buyer pursuant to Section 3 as if the Leases were listed therein;

(c) Seller represents and warrants that, as of the Contract Date, there are no current defaults (or any existing situation which, with the passage of time, or the giving of notice, or both, or at the election of either landlord or tenant could constitute a default) either by Seller, as landlord, or by any tenant under any Lease ("Lease Default"). In the event there is any Lease Default as of the Contract Date, Seller agrees to provide Buyer with a detailed description of the situation in accordance with Section 3. Seller agrees not to commit a Lease Default as Landlord after the Contract Date; and agrees further to notify Buyer immediately in the event a Lease Default arises or is claimed, asserted or threatened to be asserted by either Seller or a tenant under the Lease.

(d) During the Examination Period, Buyer and Seller shall cooperate in good faith to determine if any Lease shall be terminated prior to Closing or shall continue after Closing. As to any Lease determined to continue after Closing, Seller shall deliver an assignment of Seller's interest in such Lease to Buyer in form and content acceptable to Buyer (with tenant's written consent and acknowledgement, if required under the Lease). Seller agrees to deliver such assignment of Lease at or before Closing, with any security deposits held by Seller under any Leases to be transferred or credited to Buyer at or before Closing. The assignment shall provide: (i) that Seller shall defend, indemnify and hold Buyer harmless from claims, losses, damages and liabilities (including, without limitation, court costs and attorneys' fees) asserted against or incurred by Buyer which are caused by or the result of any default by Seller under any Lease prior to the date of Closing, and (ii) that Buyer shall defend, indemnify and hold Seller harmless from claims, losses, damages and liabilities (including, without limitation, court costs and attorneys' fees) asserted against or incurred by Seller which are caused by or the result of any default by Buyer under any Lease after the date of Closing.

(e) Seller also agrees to work diligently to obtain any tenant signatures on any estoppel certificates in such form as Buyer may reasonably request and to work diligently to obtain any subordination, nondisturbance and attornment agreements in such form as

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Buyer may reasonably request.

Section 8. Environmental/Physical Aspects of Property: Seller represents and warrants that it has no actual knowledge of the presence or disposal, except as in accordance with applicable law, within any structures on the Property or on the Property of hazardous or toxic waste or substances, which are defined as those substances, materials, and wastes, including, but not limited to: those substances, materials and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR Part 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302.4) and amendments thereto, or such substances, materials and wastes, which are or become regulated under any applicable local, state or federal law, including, without limitation, any material, waste or substance which is (i) petroleum, (ii) asbestos, (iii) polychlorinated biphenyls, (iv) designated as a Hazardous Substance pursuant to Section 311 of the Clean Water Act of 1977 (33 U.S.C. §1321) or listed pursuant to Section 307 of the Clean Water Act of 1977 (33 U.S.C. §1317), (v) defined as a hazardous waste pursuant to Section 1004 of the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §6903) or (vi) defined as a hazardous substance pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §9601). Seller has no actual knowledge of any contamination of the Property from such substances as may have been disposed of or stored on neighboring tracts.

Section 9. Risk of Loss/Damage/Repair: Until Closing, the risk of loss or damage to the Property, except as otherwise provided herein, shall be borne by Seller. Except as to maintaining the Property in its same condition, Seller shall have no responsibility for the repair of the Property, including any improvements, unless the parties hereto agree in writing.

Section 10. Earnest Money Disbursement: In the event that any condition hereto is not satisfied, then the Earnest Money shall be refunded to Buyer. In the event of breach of this Agreement by Seller, the Earnest Money shall be refunded to Buyer upon Buyer's request, but such return shall not affect any other remedies available to Buyer for such breach. In the event of breach of this Agreement by Buyer, the Earnest Money shall be paid to Seller as liquidated damages and as Seller's sole and exclusive remedy for such breach, but without limiting Seller's rights under Section 6(c) or Section 22 of this Agreement. It is acknowledged by the parties that payment of the Earnest Money to Seller in the event of a breach of this Agreement by Buyer is compensatory and not punitive, such amount being a reasonable estimation of the actual loss that Seller would incur as a result of such breach. The payment of the Earnest Money to Seller shall not constitute a penalty or forfeiture but actual compensation for Seller's anticipated loss, both parties acknowledging the difficulty determining Seller's actual damages for such breach.

NOTE: In the event of a dispute between Seller and Buyer over the disposition of the Earnest Money held in escrow, a licensed real estate broker is required by state law (and Escrow Agent, if not a broker, hereby agrees) to retain the Earnest Money in the Escrow Agent's trust or escrow account until Escrow Agent has obtained a written release from the parties consenting to its disposition or until disbursement is ordered by a court of competent jurisdiction. Alternatively, if a broker or an attorney licensed to practice law in North Carolina is holding the Earnest Money, the broker or attorney may deposit the disputed monies with the appropriate clerk of court in accordance with the provisions of N.C.G.S. §93A- 12.

Seller and Buyer hereby agree and acknowledge that the Escrow Agent assumes no liability in connection with the holding of the Earnest Money pursuant hereto except for negligence or willful misconduct of Escrow Agent. Escrow Agent shall not be responsible for the validity, correctness or genuineness of any document or notice referred to under this Agreement. Seller and Buyer hereby agree to indemnify, protect, save and hold harmless Escrow Agent and its successors, assigns and agents pursuant to this Agreement, from any and all liabilities, obligations, losses, damages, claims, actions, suits, costs or expenses (including attorney fees) of whatsoever kind or nature imposed on, incurred by or asserted against Escrow Agent which in any way relate to or arise out of the execution and delivery of this Agreement and any action taken hereunder; provided, however, that Seller and Buyer shall have no such obligation to indemnify, save and hold harmless Escrow Agent for any liability incurred by, imposed upon or established against it as a result of Escrow Agent's negligence or willful misconduct.

Section 11. Closing: At or before Closing, Seller shall deliver to Buyer a special warranty deed unless otherwise specified on **Exhibit B** and other documents customarily executed or delivered by a seller in similar transactions, including without limitation, an owner's affidavit, lien waiver forms (and such other lien related documentation as shall permit the Property to be conveyed free and clear of any claim for mechanics' liens) and a non-foreign status affidavit (pursuant to the Foreign Investment in Real Property Tax Act), and Buyer shall cause to be delivered the funds necessary to pay to Seller the Purchase Price. The Closing shall be conducted by Buyer's attorney or handled in such other manner as the parties hereto may mutually agree in writing. Possession shall be delivered at Closing, unless otherwise agreed herein. The Purchase Price and other funds to be disbursed pursuant to this Agreement shall not be disbursed until the Buyer's attorney's (or other designated settlement agent's) receipt of authorization to disburse all necessary funds.

Section 12. Notices: Unless otherwise provided herein, all notices and other communications which may be or are required to be given or made by any party to the other in connection herewith shall be in writing (which shall include electronic mail) and shall be deemed to have been properly given and received (i) on the date delivered in person or (ii) the date deposited in the United States mail, registered or certified, return receipt requested, to the addresses set out in Section 1(g) as to Seller, and in Section 1(h) as to Buyer, or at such other addresses as specified by written notice delivered in accordance herewith, (iii) at such time as the sender performs the final act to send such transmission, in a form capable of being processed by the receiving party's system, to any

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electronic mail address or facsimile number, if any, provided in Section 1(g) as to Seller, and in Section 1(h) as to Buyer or (iv) on the date deposited with a recognized overnight delivery service, addressed to the addresses set out in Section 1(g) as to Seller, and in Section 1(h) as to Buyer, or at such other addresses as specified by written notice delivered in accordance herewith. If a notice is sent by more than one method, it will be deemed received upon the earlier of the dates of receipt pursuant to this Section.

Section 13. Counterparts; Entire Agreement: This Agreement may be executed in one or more counterparts, which taken together, shall constitute one and the same original document. Copies of original signature pages of this Agreement may be exchanged via facsimile or e-mail, and any such copies shall constitute originals. This Agreement constitutes the sole and entire agreement among the parties hereto and no modification of this Agreement shall be binding unless in writing and signed by all parties hereto. The invalidity of one or more provisions of this Agreement shall not affect the validity of any other provisions hereof and this Agreement shall be construed and enforced as if such invalid provisions were not included.

Section 14. Enforceability: This Agreement shall become a contract when signed by both Buyer and Seller and such signing is communicated to both parties; it being expressly agreed that notice given in accordance with Section 12 is not required for effective communication for the purposes of this Section 14. The parties acknowledge and agree that: (i) the initials lines at the bottom of each page of this Agreement are merely evidence of their having reviewed the terms of each page, and (ii) the complete execution of such initials lines shall not be a condition of the effectiveness of this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, successors and assigns and their personal representatives.

Section 15. Adverse Information and Compliance with Laws:

(a) **Seller Knowledge/Assessments:** Seller has no actual knowledge of (i) condemnation(s) affecting or contemplated with respect to the Property; (ii) actions, suits or proceedings pending or threatened against the Property; (iii) changes contemplated in any applicable laws, ordinances or restrictions affecting the Property; (iv) governmental special assessments, either pending or confirmed, for sidewalk, paving, water, sewer, or other improvements on or adjoining the Property, and no pending or confirmed owners' association special assessments or (v) any caves, mineshafts, tunnels, fissures, open or abandoned wells, gravesites, pet cemeteries, animal burial pits or landfill operations (past or present) located at the Property, except as follows (Insert "None" or the identification of any matters relating to (i) through (v) above, if any): NONE

Note: For purposes of this Agreement: (i) a "special assessment" is defined as a charge against the Property by a governmental authority in addition to ad valorem taxes and recurring governmental service fees levied with such taxes, or by an owners' association in addition to any regular assessment (dues), either of which may be a lien against the Property; a special assessment may be either pending or confirmed; (ii) .a "confirmed" special assessment is defined as an assessment that has been approved by a governmental agency or an owners' association for the purpose(s) stated, whether, at the time of Closing, it is payable in a lump sum or future installments; (iii) a "pending" special assessment is defined as an assessment that is under formal consideration by a governmental agency or an owners' association but which has not been approved prior to Closing. Seller shall pay, in full at Closing, all confirmed governmental or association special assessments, provided that the amount thereof can be reasonably determined or estimated. The payment of such determined or estimated amount shall be the final payment between Buyer and Seller as to any confirmed special assessments. If the amount of any special assessment cannot be reasonably determined or estimated, the special assessment shall be deemed a pending special assessment. Buyer shall take title subject to all pending special assessments disclosed by Seller herein, if any.

(b) **Compliance:** To Seller's actual knowledge, (i) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions pertaining to or affecting the Property; (ii) performance of the Agreement will not result in the breach of, constitute any default under or result in the imposition of any lien or encumbrance upon the Property under any agreement or other instrument to which Seller is a party or by which Seller or the Property is bound; and (iii) there are no legal actions, suits or other legal or administrative proceedings pending or threatened against the Property, and Seller is not aware of any facts which might result in any such action, suit or other proceeding.

(c) **Owners' Association**: If the Property is subject to regulation by an owners' association, Seller shall deliver the following information to Buyer pursuant to Section 4 as if the same were listed therein (or Seller shall state that Seller does not have same in their possession or that such item is not applicable): (i) the name of the owners' association; (ii) the amount of regular assessments (dues); (iii) the name, address and telephone number of the president of the owners' association or of the association manager or management company; (iv) the owners' association website address; (v) the Seller's statement of account; (vi) the master insurance policy showing the coverage provided and the deductible amount; (vii) copies of any Declaration and/or Restrictive Covenants; (viii) the Rules and Regulations, (ix) the Articles of Incorporation and Bylaws of the owners' association; (x) the current financial statement and budget of the owners' association; (xi) the parking restrictions and information; and (xii) the architectural guidelines. Seller authorizes and directs any owners' association, any management company of the owners' association, any insurance company and any attorney who has previously represented the Seller to release to Buyer, Buyer's agents, representative, closing attorney or lender true

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and accurate copies of the foregoing items affecting the Property, including any amendments thereto.

Section 16. Survival of Representations and Warranties: All representations, warranties, covenants and agreements made by the parties hereto shall survive the Closing and delivery of the deed. Seller shall, at or within six (6) months after the Closing, and without further consideration, execute, acknowledge and deliver to Buyer such other documents and instruments, and take such other action as Buyer may reasonably request or as may be necessary to more effectively transfer to Buyer the Property described herein in accordance with this Agreement.

Section 17. Applicable Law: This Agreement shall be construed under the laws of the state in which the Property is located. This form has only been approved for use in North Carolina.

Section 18. Assignment: This Agreement is freely assignable unless otherwise expressly provided on **Exhibit B**.

Section 19. Tax-Deferred Exchange: In the event Buyer or Seller desires to effect a tax-deferred exchange in connection with the conveyance of the Property, Buyer and Seller agree to cooperate in effecting such exchange; provided, however, that the exchanging party shall be responsible for all additional costs associated with such exchange, and provided further, that a non-exchanging party shall not assume any additional liability with respect to such tax-deferred exchange. Seller and Buyer shall execute such additional documents, at no cost to the non-exchanging party, as shall be required to give effect to this provision.

Section 20. Memorandum of Contract: Upon request by either party, the parties hereto shall execute a memorandum of contract in recordable form setting forth such provisions hereof (other than the Purchase Price and other sums due) as either party may wish to incorporate. Such memorandum of contract shall contain a statement that it automatically terminates and the Property is released from any effect thereby as of a specific date to be stated in the memorandum (which specific date shall be no later than the date of Closing). The cost of recording such memorandum of contract shall be borne by the party requesting execution of same.

Section 21. Authority: Each signatory to this Agreement represents and warrants that he or she has full authority to sign this Agreement and such instruments as may be necessary to effectuate any transaction contemplated by this Agreement on behalf of the party for whom he or she signs and that his or her signature binds such party.

Section 22. Brokers: Except as expressly provided herein, Buyer and Seller agree to indemnify and hold each other harmless from any and all claims of brokers, consultants or real estate agents by, through or under the indemnifying party for fees or commissions arising out of the sale of the Property to Buyer. Buyer and Seller represent and warrant to each other that: (i) except as to the Brokers designated under Section 1(f) of this Agreement, they have not employed nor engaged any brokers, consultants or real estate agents to be involved in this transaction and (ii) that the compensation of the Brokers is established by and shall be governed by separate agreements entered into as amongst the Brokers, the Buyer and/or the Seller.

Section 23. Attorneys Fees: If legal proceedings are instituted to enforce any provision of this Agreement, the prevailing party in the proceeding shall be entitled to recover from the non-prevailing party reasonable attorneys fees and court costs incurred in connection with the proceeding.

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. AND THE NORTH CAROLINA BAR ASSOCIATION MAKE NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION. IF YOU DO NOT UNDERSTAND THIS FORM OR FEEL THAT IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT A NORTH CAROLINA REAL ESTATE ATTORNEY BEFORE YOU SIGN IT.

BUYER:	**SELLER:**
Individual	**Individual**
_____	SANDRA H. BRIGGS
Date: _____	Date: _____
_____	Sandra H. Briggs
Date: _____	Date: 8/4/21

Buyer Initials _____ _____ Seller Initials SHB

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~~Business~~ Entity	Business Entity
THE CITY OF MERANE	
(Name of Entity)	(Name of Entity)
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

WIRE FRAUD WARNING

To Buyers: Before sending any wire, you should call the closing agent's office to verify the instructions. If you receive wiring instructions for a different bank, branch location, account name or account number, they should be presumed fraudulent. Do not send any funds and contact the closing agent's office immediately.

To Sellers: If your proceeds will be wired, it is recommended that you provide wiring instructions at closing in writing in the presence of the closing agent. If you are unable to attend closing, you may be required to send an original notarized directive to the closing agent's office containing the wiring instructions. This directive may be sent with the deed, lien waiver and tax forms if those documents are being prepared for you by the closing agent. At a minimum, you should call the closing agent's office to provide the wire instructions. The wire instructions should be verified over the telephone via a call to you initiated by the closing agent's office to ensure that they are not from a fraudulent source.

Whether you are a buyer or a seller, you should call the closing agent's office at a number that is independently obtained. To ensure that your contact is legitimate, you should not rely on a phone number in an email from the closing agent's office, your real estate agent or anyone else.

The undersigned hereby acknowledges receipt of the Earnest Money set forth herein and agrees to hold said Earnest Money in accordance with the terms hereof.

THE VERNON LAW FIRM

(Name of Escrow Agent)

Date: _____ By: _____

Escrow Agent's contact/notice information is as follows:

_____

_____

e-mail address: _____ fax number: _____

except as same may be changed pursuant to Section 12.

EXHIBIT B - ADDITIONAL TERMS

THIS AGREEMENT IS SUBJECT TO ALL PROVISIONS, AND THE CONDITION THAT THE CITY OF MERANE CITY COUNCIL APPROVES THE THIS AGREEMENT, SCHEDULED FOR SEPTEMBER, 2021.

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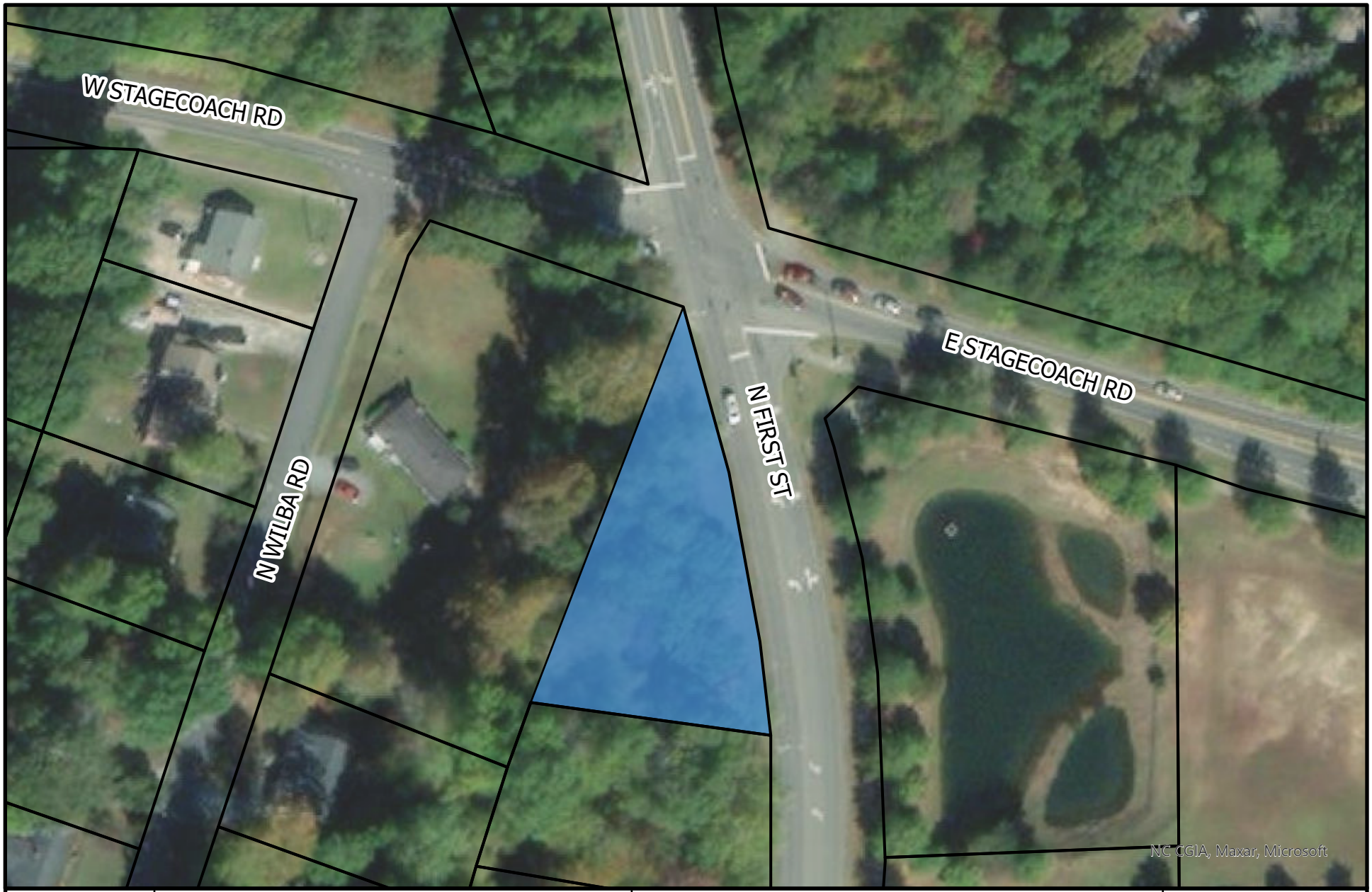

CITY OF MEBANE

Subject Property for Purchase Request

1 inch = 80 feet

DATE: 9/07/2021

DRAWN BY: AV

AGENDA ITEM

AMENDMENTS TO THE MEBANE CODE OF ORDINANCES - CHAPTER 16, FIRE PREVENTION AND PROTECTION

Meeting Date
September 13, 2021

Presenter
Fire Chief Bob Louis

Public Hearing
Yes ☐ No ☒

Summary
Amendments to the language in Chapter 16, Sections 16-61 & 16-65 of the Mebane Code of Ordinances.

Background

Part 1:
Presently, the City of Mebane Code of Ordinances, Chapter 16 Section 16-61 states; *"Chapter 4 of volume V (fire prevention) of the state building code is adopted by reference and incorporated in this article. Amendments to chapter 4 of the state building code are adopted by reference in this section when such amendments are adopted and published by the state building code council and become a part of volume V of the state building code."* The wording for this section within the code of ordinances needs to be changed to reflect current fire codes and the applicability of those fire codes.

Part 2:
On June 7, 2021 the Mebane City Council adopted a new fee schedule that included new fees associated with fire prevention inspections. Fire inspections fees will be assessed on initial and reoccurring fire inspections. Inspections will be performed on a specific schedule outlined in the NC Fire Code, Chapter 1 Section 106.

Presently, the Mebane Code of Ordinances, Chapter 16 Section 16-65 states; *"There shall be no charge for the initial general inspection or initial reinspection to ensure compliance with the fire code."* The wording for this section needs to be changed to encompass the new fire inspection fee schedule for initial and reoccurring inspections.

Financial Impact
Fire inspection fees for initial and reoccurring inspections are estimated to generate the following revenue:

Year 1: $80,850

Year 2: $15,600

Year 3: $40,850

Year 4: $55,600

Recommendation

Staff recommends the following changes to Chapter 16, Sections 16-61 & 16-65 of the Mebane Code of Ordinances:

Section 16-61 as now appearing in the Code of Ordinances is deleted in its entirety and the following is adopted:

Section 16-61. – Adoption by reference.

The International Fire Code and the North Carolina Fire Code, including its appendices, as adopted by the North Carolina Building Code Council, is adopted by reference, and is incorporated in this article. Amendments to the North Carolina Fire Code are adopted by reference in this section when such amendments are adopted and published by the North Carolina State Building Code Council and become part of the North Carolina Fire Code. References to the International Fire Code shall mean the North Carolina Fire Code as the same may change from time to time.

Section 16-65 as now appearing in the Code of Ordinances is deleted in its entirety and the following is adopted: Section 16-65 – Inspection Fees and Non-Compliance with the Fire Code

Inspection fees will be issued on initial and reoccurring fire prevention inspections on a schedule set forth by Chapter 1, Section 106 of the North Carolina Fire Code. The inspection fees will be issued in accordance with the City of Mebane fee schedule as approved by the City Council. In the event that a second or subsequent reinspection, pursuant to a notice of noncompliance is required, there shall be a fee of $100.00 for the second reinspection, $200.00 for a third reinspection and $300.00 for any subsequent reinspection. Failure to pay such fees when levied, shall be a violation of this chapter and shall constitute a civil debt subject to collection by a civil action in the courts of North Carolina.

Suggested Motion

I move to amend the Code of Ordinances Section 16-61 and 16-65 as above stated.

Attachments

N/A

AGENDA ITEM #3C

Demolition of New Dimensions Church of God in Christ

Meeting Date
September 13, 2021

Presenter
Lawson Brown, City Attorney

Public Hearing
Yes ☐ No ☒

Summary

Demolition of the dilapidated structure of New Dimensions Church of God in Christ (COG) with collected income collected from a Community Development Block Grant (CDBG) (Mebane Mill Lofts).

Background

The City was awarded a CDBG Grant in 2010 in the amount of $230,000 with interest paid at 2% annually. The City presently has $127,084.15 in the fund. Under applicable regulations, because the annual payments are less than $25,000, the City may use the funds as it deems appropriate. The 2010 CDBG was used for improvement of the water and sewer services in the immediate area of the Mebane Mill Lofts. New Dimensions COG is located immediately east of the City's Holt Street Park, which in turn, is located across Holt Street from Mebane Mills Lofts. The Church has requested the City's financial assistance in the demolition of the dilapidated frame structure just west of the Church's primary brick building. City staff has evaluated the request.

Financial Impact

Staff anticipates that the expense to an outside vendor will not exceed $20,000.

Recommendation

Staff recommends the use of the City's CDBG moneys to assist the Church in the demolition of the building provided that the Church remove any connection between the two existing buildings, due to it's proximity to Holt Street Park and to avoid damage to the Church's primary building.

Suggested Motion

I move that the City authorize City staff to use a portion of the CDBG funds to demolish and remove the dilapidated building, using City personnel and equipment or by using outside contractors, as staff determines.

Attachments

1. Pictures of dilapidated structure





AGENDA ITEM #3D

Uniform Guidance Policies

Meeting Date
September 13, 2021

Presenter
Daphna Schwartz, Finance Director

Public Hearing
Yes ☐ No ☒

Summary

Uniform Guidance (UG) is an authoritative set of rules and requirements set forth by the United States Office of Management and Budget for federal awards to non-federal recipients, such as local governments.

Background

Uniform Guidance means the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. UG are rules that set uniform standards for the award and expenditures of federal financial assistance (grants and loans). The UG applies to non-federal entities such as local governments.

Two requirements of the UG are being addressed in this agenda item. The UG requires non-federal entities to adopt a procurement policy including UG guidelines, and to adopt a conflict-of-interest policy. The City of Mebane Uniform Guidance Procurement Policy and the City of Mebane Uniform Guidance Conflict of Interest Policy will satisfy these requirements.

Financial Impact

Noncompliance with state and federal requirements has serious consequences and can result in the de-obligation of federal funds.

Recommendation

Staff recommends adoption of both policies.

Suggested Motion

Motion to approve the City of Mebane Uniform Guidance Procurement Policy and the City of Mebane Uniform Guidance Conflict of Interest Policy in the form presented.

Attachments

1. City of Mebane Uniform Guidance Procurement Policy
2. City of Mebane Uniform Guidance Conflict of Interest Policy

POLICY STATEMENT	
SUBJECT: City of Mebane Uniform Guidance Procurement Policy	PAGE 1 OF 10
	EFFECTIVE DATE: September 13, 2021
	SUPERSEDES: N/A
	PREPARED BY: Daphna Schwartz
	ADOPTED BY COUNCIL DATE: September 13, 2021

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I. Purpose

The purpose of this policy is to establish guidelines that meet or exceed the procurement requirements for purchases of goods (apparatus, supplies, materials, and equipment), services, and construction or repair projects when federal funds are being used in whole or in part to pay for the cost of the contract. To the extent that other sections of procurement policies and procedures adopted by the City of Mebane are more restrictive that those contained in this policy, local policies and procedures shall be followed.

II. Policy

A. **Application of Policy.** This policy applies to contracts for purchases, services, and construction or repair work funded with federal financial assistance (direct or reimbursed). The requirements of this Policy also apply to any subrecipient of the funds.

All federally funded projects, loans, grants, and sub-grants, whether funded in part or wholly, are subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for federal awards (Uniform Guidance) codified at 2 C.F.R. Part 200 unless otherwise directed in writing by the federal agency or state pass-through agency that awarded the funds.

B. **Compliance with Federal Law.** All procurement activities involving the expenditure of federal funds must be conducted in compliance with the Procurement Standards codified in 2 C.F.R. § 200.317 through § 200-326 unless otherwise directed in writing by the federal agency or state pass-through agency that awarded the funds. The City of Mebane will follow all applicable local, state, and federal procurement requirements when expending federal funds. Should the City of Mebane have more stringent requirements, the most restrictive requirement shall apply so long as it is consistent with state and federal law.

C. **Contract Award.** All contracts shall be awarded only to the lowest responsive responsible bidder possessing the ability to perform successfully under the terms and conditions of the contract.

D. **No Evasion.** No contract may be divided to bring the cost under bid thresholds or to evade any requirements under this Policy or state and federal law.

E. **Contract Requirements**. All contracts paid for in whole or in part with federal funds shall be in writing. The written contract must include or incorporate by reference the provisions required under 2 C.F.R § 200.326 and as provided for under 2 C.F.R. Part 200, Appendix II.

F. **Contractors' Conflict of Interest.** Designers, suppliers, and contractors that assist in the development or drafting of specifications, requirements, statements of work, invitation for bids or requests for proposals shall be excluded from competing for such requirements.

G. **Approval and Modification.** The administrative procedures contained in this Policy are administrative and may be changed as necessary at the staff level to comply with state and federal law.

III. General Procurement Standards and Procedures:

Either the Purchasing Department or the Requesting Department shall procure all contracts in accordance with the requirements of this Section of the Policy.

A. Necessity. Purchases must be necessary to perform the scope of work and must avoid acquisition of unnecessary or duplicative items. The Purchasing Department and/or the Requesting Department should check with the federal surplus property agency prior to buying new items when feasible and less expensive. Strategic sourcing should be considered with other departments and/or agencies who have similar needs to consolidate procurements and services to obtain better pricing.

B. Clear Specifications. All solicitations must incorporate a clear and accurate description of the technical requirements for the materials, products, or services to be procured, and shall include all other requirements which bidders must fulfill and all other factors to be used in evaluating bids or proposals. Technical requirements must not contain features that restrict competition.

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C. **Notice of Federal Funding.** All bid solicitations must acknowledge the use of federal funding for the contract. In addition, all prospective bidders or offerors must acknowledge that funding is contingent upon compliance with all terms and conditions of the funding award.

D. **Compliance by Contractors.** All solicitations shall inform prospective contractors that they must comply with all applicable federal laws, regulations, executive orders, and terms and conditions of the funding award.

E. **Fixed Price.** Solicitations must state that bidders shall submit bids on a fixed price basis and that the contract shall be awarded on this basis unless otherwise provided for in this Policy. Cost plus percentage of cost contracts are prohibited. Time and materials contracts are prohibited in most circumstances. Time and materials contracts will not be used unless no other form of contract is suitable and the contract includes a "Not to Exceed" amount. A time and materials contract shall not be awarded without express written permission of the federal agency or state pass-through agency that awarded the funds.

F. **Use of Brand Names.** When possible, performance or functional specifications are preferred to allow for more competition leaving the determination of how to reach the required result to the contractor. Brand names may be used only when it is impractical or uneconomical to write a clear and accurate description of the requirement(s). When a brand name is listed, it is used as reference only and "or equal" must be included in the description.

G. **Lease versus Purchase.** Under certain circumstances, it may be necessary to perform an analysis of lease versus purchase alternatives to determine the most economical approach.

H. **Dividing Contract for M/WBE Participation.** If economically feasible, procurements may be divided into smaller components to allow maximum participation of small and minority businesses and women business enterprises. The procurement cannot be divided to bring the cost under bid thresholds or to evade any requirements under this Policy.

I. **Documentation.** Documentation must be maintained by the Purchasing Department and/or the Requesting Department detailing the history of all procurements. The documentation should include the procurement method used, contract type, basis for contractor selection, price, sources solicited, public notices, cost analysis, bid documents, addenda, amendments, contractor's responsiveness, notice of award, copies of notices to unsuccessful bidders or offerors, record of protests or disputes, bond documents, notice to proceed, purchase order, and contract. All documentation relating to the award of any contract must be made available to the granting agency upon request.

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J. **Cost Estimate.** For all procurements costing $250,000 or more, the Purchasing Department and/or Requesting Department shall develop an estimate of the cost of the procurement prior to soliciting bids. Cost estimates may be developed by reviewing prior contract costs, online review of similar products or services, or other means by which a good faith cost estimate may be obtained. Cost estimates for construction and repair contracts may be developed by the project designer.

K. **Contract Requirements.** The Requesting Department must prepare a written contract incorporating the provisions referenced in Section II.C of this Policy.

L. **Debarment.** No contract shall be awarded to a contractor included on the federally debarred bidder's list.

M. **Contractor Oversight.** The Requesting Department receiving the federal funding must maintain oversight of the contract to ensure that contractor is performing in accordance with the contract terms, conditions, and specifications.

N. **Open Competition.** Solicitations shall be prepared in a way to be fair and provide open competition. The procurement process shall not restrict competition by imposing unreasonable requirements on bidders, including but not limited to unnecessary supplier experience, excessive or unnecessary bonding, specifying a brand name without allowing for "or equal" products, or other unnecessary requirements that have the effect of restricting competition.

O. **Geographic Preference.** No contract shall be awarded on the basis of a geographic preference.

IV. Specific Procurement Procedures

Either the Purchasing Department or the Requesting Department shall solicit bids in accordance with the requirements under this Section of the Policy based on the type and cost of the contract.

A. **Service Contracts** (except for A/E professional services) and **Purchase Contracts costing less than $10,000** shall be procured using the Uniform Guidance "micro-purchase" procedure (2 C.F.R. § 200.320(a)) as follows:
    1. The contract may be awarded without soliciting pricing or bids if the price of the goods or services is considered to be fair and reasonable.
    2. To the extent practicable, purchases must be distributed among qualified suppliers.
    3. The City's contracting process must be followed.
    4. Purchases over $1,000 require a purchase order.

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B. Service Contracts (except for A/E professional services) and **Purchase Contracts <u>costing $10,000 up to $90,000</u>** shall be procured using the Uniform Guidance "small purchase" procedure (2 C.F.R. § 200.320(b)) as follows:

1. Obtain price or rate quotes from an "adequate number" of qualified sources (a federal grantor agency might issue guidance interpreting "adequate number," so the Requesting Department should review the terms and conditions of the grant award documents to confirm whether specific guidance has been issued).
2. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as required under 2 C.F.R. § 200.321.
3. Cost or price analysis is not required prior to soliciting bids.
4. Award the contract on a fixed-price basis (a not-to-exceed basis is permissible for service contracts where obtaining a fixed price is not feasible).
5. Award the contract to the lowest responsive, responsible bidder.
6. The City's contracting process must be followed.
7. A purchase order is required.

C. Service Contracts (except for A/E professional services) and **Purchase Contracts <u>costing $90,000 and above</u>** shall be procured using a combination of the most restrictive requirements of the Uniform Guidance "sealed bid" procedure (2 C.F.R. § 200.320(c)) and state formal bidding procedures (G.S. 143-129) as follows:

1. Cost or price analysis is required prior to soliciting bids.
2. Complete specifications or purchase description must be made available to all bidders.
3. The bid must be formally advertised in a newspaper of general circulation for at least seven full days between the date of the advertisement and the date of the public bid opening. Electronic-only advertising must be authorized by the governing board. The advertisement must state the date, time, and location of the public bid opening, indicate where specifications may be obtained, and reserve to the governing board the right to reject any or all bids only for "sound documented reasons."
4. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as required under 2 C.F.R. § 200.321.
5. Open bids at the public bid opening on the date, time, and at the location noticed in the public advertisement. All bids must be submitted sealed. A minimum of 2 bids must be received in order to open all bids.
6. Award the contract to the lowest responsive, responsible bidder on a fixed-price basis. Governing board approval is required for purchase contracts unless the governing board has delegated award authority to an individual official or employee. Any and all bids may be rejected only for "sound documented reasons."

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D. Service Contracts (except for A/E professional services) **<u>costing $250,000 and above</u>** may be procured using the Uniform Guidance "competitive proposal" procedure (2 C.F.R. § 200.320(d)) when the "sealed bid" procedure is not appropriate for the particular type of service being sought. The procedures are as follows:

1. A Request for Proposals (RFP) must be publicly advertised. Formal advertisement in a newspaper is not required so long as the method of advertisement will solicit proposals from an "adequate number" of qualified firms.
2. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as provided under 2 C.F.R. § 200.321.
3. Identify evaluation criteria and relative importance of each criteria (criteria weight) in the RFP.
4. Consider all responses to the publicized RFP to the maximum extent practical.
5. Must have a written method for conducting technical evaluations of proposals and selecting the winning firm.
6. Award the contract to the responsible firm with most advantageous proposal taking into account price and other factors identified in the RFP. Governing board approval is not required.
7. Award the contract on a fixed-price or cost-reimbursement basis.
8. The City's contracting process must be followed.
9. A purchase order is required.

E. Construction and repair contracts <u>costing less than $10,000</u> shall be procured using the Uniform Guidance "micro-purchase" procedure (2 C.F.R. § 200.320(a)) as follows:

1. The contract may be awarded without soliciting pricing or bids if the price of the goods or services is considered to be fair and reasonable.
2. To the extent practicable, contracts must be distributed among qualified suppliers.
3. The City's contracting process must be followed.
4. Purchases over $1,000 require a purchase order.

F. Construction and repair contracts <u>costing $10,000 up to $250,000</u> shall be procured using the Uniform Guidance "small purchase" procedure (2 C.F.R. § 200.320(b)) as follows:

1. Obtain price or rate quotes from an "adequate number" of qualified sources (a federal grantor agency might issue guidance interpreting "adequate number," so the requesting department should review the terms and conditions of the grant award documents to confirm whether specific guidance has been issued).
2. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as required under 2 C.F.R. § 200.321.
3. Cost or price analysis is not required prior to soliciting bids, although price estimates may be provided by the project designer.
4. Award the contract on a fixed-price or not-to-exceed basis.

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5. Award the contract to the lowest responsive, responsible bidder. Governing board approval is not required.
6. The City's contracting process must be followed.
7. A purchase order is required.

G. Construction and repair contracts <u>costing $250,000 up to $500,000</u> shall be procured using the Uniform Guidance "sealed bid" procedure (2 C.F.R. § 200.320(c)) as follows:

1. Cost or price analysis is required prior to soliciting bids (this cost estimate may be provided by the project designer).
2. Complete specifications must be made available to all bidders.
3. Publicly advertise the bid solicitation for a period of time sufficient to give bidders notice of opportunity to submit bids (formal advertisement in a newspaper is not required so long as other means of advertising will provide sufficient notice of the opportunity to bid). The advertisement must state the date, time, and location of the public bid opening, and indicate where specifications may be obtained.
4. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as provided under 2 C.F.R. § 200.321.
5. Open the bids at the public bid opening on the date, time, and at the location noticed in the public advertisement. All bids must be submitted sealed. A minimum of 2 bids must be received in order to open all bids.
6. A 5% bid bond is required of all bidders. Performance and payment bonds of 100% of the contract price is required of the winning bidder.
7. Award the contract on a firm fixed-price basis.
8. Award the contract to the lowest responsive, responsible bidder. Governing board approval is not required. Any and all bids may be rejected only for "sound documented reasons."
9. The City's contracting process must be followed.
10. A purchase order is required.

H. Construction and repair contracts <u>costing $500,000 and above</u> shall be procured using a combination of the most restrictive requirements of the Uniform Guidance "sealed bid" procedure (2 C.F.R. § 200.320(c)) and state formal bidding procedures (G.S. 143-129) as follows:

1. Cost or price analysis is required prior to soliciting bids (this cost estimate should be provided by the project designer).
2. Complete specifications must be made available to all bidders.
3. Formally advertise the bid in a newspaper of general circulation for at least seven full days between the date of the advertisement and the date of the public bid opening. Electronic-only advertising must be authorized by the governing board. The advertisement must state the date, time, and location of the public bid opening, indicate where specifications may be obtained, and reserve to the governing board the right to reject any or all bids only for "sound documented reasons."

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4. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as provided under 2 C.F.R. § 200.321.
5. Open the bids at the public bid opening on the date, time, and at the location noticed in the public advertisement. All bids must be submitted sealed and in paper form. A minimum of 3 bids must be received in order to open all bids.
6. A 5% bid bond is required of all bidders (a bid that does not include a bid bond cannot be counted toward the 3-bid minimum requirement). Performance and payment bonds of 100% of the contract price is required of the winning bidder.
7. Award the contract on a firm fixed-price basis.
8. Award the contract to the lowest responsive, responsible bidder. Governing board approval is required and cannot be delegated. The governing board may reject and all bids only for "sound documented reasons."
9. The City's contracting process must be followed.
10. A purchase order is required.

I. Construction or repair contracts involving a building <u>costing $300,000 and above</u> must comply with the following additional requirements under state law:

1. Formal HUB (historically underutilized business) participation required under G.S. 143-128.2, including local government outreach efforts and bidder good faith efforts, shall apply.
2. Separate specifications shall be drawn for the HVAC, electrical, plumbing, and general construction work as required under G.S. 143-128(a).
3. The project shall be bid using a statutorily authorized bidding method (separate-prime, single-prime, or dual bidding) as required under G.S. 143-129(a1).
4. The City's contracting process must be followed.
5. A purchase order is required.

J. Contracts for Architectural and Engineering Services costing <u>under $250,000</u> shall be procured using the state "Mini-Brooks Act" requirements (G.S. 143-64.31) as follows:

1. Issue a Request for Qualifications (RFQ) to solicit qualifications from qualified firms (formal advertisement in a newspaper is not required). Price (other than unit cost) shall not be solicited in the RFQ.
2. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as provided for under 2 C.F.R. § 200.321.
3. Evaluate the qualifications of respondents based on the evaluation criteria developed by the Purchasing Department and/or Requesting Department.
4. Rank respondents based on qualifications and select the best qualified firm. Price cannot be a factor in the evaluation. Preference may be given to in-state (but not local) firms.
5. Negotiate fair and reasonable compensation with the best qualified firm. If negotiations are not successfully, repeat negotiations with the second-best qualified firm.

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6. Award the contract to best qualified firm with whom fair and reasonable compensation has been successfully negotiated. Governing board approval is not required.
7. The City's contracting process must be followed.
8. Purchases over $1,000 require a purchase order.

K. Contracts for Architectural and Engineering Services costing <u>$250,000 or more</u> shall be procured using the Uniform Guidance "competitive proposal" procedure (2 C.F.R. § 200.320(d)(5)) as follows:

1. Publicly advertise a Request for Qualifications (RFQ) to solicit qualifications from qualified firms (formal advertisement in a newspaper is not required). Price (other than unit cost) shall not be solicited in the RFQ.
2. Take affirmative steps to solicit price qualifications from M/WBE vendors and suppliers as provided under 2 C.F.R. § 200.321.
3. Identify the evaluation criteria and relative importance of each criteria (the criteria weight) in the RFQ.
4. Proposals must be solicited from an "adequate number of qualified sources" (an individual federal grantor agency may issue guidance interpreting "adequate number").
5. Must have a written method for conducting technical evaluations of proposals and selecting the best qualified firm.
6. Consider all responses to the publicized RFQ to the maximum extent practical.
7. Evaluate qualifications of respondents to rank respondents and select the most qualified firm. Preference may be given to in-state (but not local) firms provided that granting the preference leaves an appropriate number of qualified firms to compete for the contract given the nature and size of the project.
8. Price cannot be a factor in the initial selection of the most qualified firm.
9. Once the most qualified firm is selected, negotiate fair and reasonable compensation. If negotiations are not successfully, repeat negotiations with the second-best qualified firm.
10. Award the contract to best qualified firm with whom fair and reasonable compensation has been successfully negotiated. Governing board approval is not required.
11. The City's contracting process must be followed.
12. A purchase order is required.

V. <u>Exceptions</u>

Non-competitive contracts are allowed ***only*** under the following conditions and with the written approval of the federal agency or state pass-through agency that awarded the federal funds:

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A. **Sole Source**. A contract may be awarded without competitive bidding when the item is available from only one source. The Purchasing Department and/or Requesting Department shall document the justification for and lack of available competition for the item. A sole source contract must be approved by the governing board.

B. **Public Exigency.** A contract may be awarded without competitive bidding when there is a public exigency. A public exigency exists when there is an imminent or actual threat to public health, safety, and welfare, and the need for the item will not permit the delay resulting from a competitive bidding.

C. **Inadequate Competition.** A contract may be awarded without competitive bidding when competition is determined to be inadequate after attempts to solicit bids from a number of sources as required under this Policy does not result in a qualified winning bidder.

D. **Federal Contract.** A contract may be awarded without competitive bidding when the purchase is made from a federal contract available on the U.S. General Services Administration schedules of contracts.

E. **Awarding Agency Approval.** A contract may be awarded without competitive bidding with the express written authorization of the federal agency or state pass-through agency that awarded the federal funds so long as awarding the contract without competition is consistent with state law.

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POLICY STATEMENT	
SUBJECT: City of Mebane Uniform Guidance Conflict of Interest Policy	PAGE 1 OF 2
	EFFECTIVE DATE: September 13, 2021
	SUPERSEDES: N/A
	PREPARED BY: Daphna Schwartz
	ADOPTED BY COUNCIL DATE: September 13, 2021

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I. Purpose

The purpose of this policy is to establish conflicts of interest guidelines that meet or exceed the requirements under state law and local policy when procuring goods (apparatus, supplies, materials, and equipment), services, and construction or repair projects paid for in part or whole by federal funds and required under 2 C.F.R. § 200.318(c)(1).

II. Policy

This policy applies when procuring goods (apparatus, supplies, materials, and equipment), services, and construction or repair projects funded in part or whole with federal financial assistance (direct or reimbursed). This policy also applies to any subrecipient of the funds.

The employee responsible for managing the federal financial assistance award shall review the notice of award to identify any additional conflicts of interest prohibitions or requirements associated with the award, and shall notify all employees, officers, and agents, including subrecipients, of the requirements of this policy and any additional prohibitions or requirements.

A. Conflicts of Interest. In addition to the prohibition against self-benefiting from a public contract under G.S. 14-234, no officer, employee, or agent of the City of Mebane may participate directly or indirectly in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. A real or apparent conflict exists when any of the following parties has a financial or other interest in or receives a tangible personal benefit from a firm considered for award of a contract:

1. the employee, officer, or agent involved in the selection, award, or administration of a contract;
2. any member of his or her immediate family;
3. his or her partner; or
4. an organization which employs or is about to employ any of these parties.

Any officer, employee, or agent with an actual, apparent, or potential conflict of interest as defined in this policy shall report the conflict to his or her immediate supervisor. Any such conflict shall be disclosed in writing to the federal award agency or pass-through entity in accordance with applicable Federal awarding agency policy.

B. Gifts. In addition to the prohibition against accepting gifts and favors from vendors and contractors under G.S. 133-32, officers, employees, and agents of the City of Mebane are prohibited from accepting or soliciting gifts, gratuities, favors, or anything of monetary value from contractors, suppliers, or parties to subcontracts. Items of nominal value valued at less than $25 which fall into one of the following categories may be accepted:

1. promotional items;
2. honorariums for participation in meetings; or
3. meals furnished at banquets.

Any officer, employee or agent who knowingly accepts an item of nominal value allowed under this policy shall report the item to his or her immediate supervisor.

III. Violation

Employees violating this policy will be subject to discipline up to and including termination. Contractors violating this policy will result in termination of the contract and may not be eligible for future contract awards.

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AGENDA ITEM #4A

Ordinance to Extend the Corporate Limits- Chick-fil-A Distribution Facility

Meeting Date
September 13, 2021

Presenter
Lawson Brown, City Attorney

Public Hearing
Yes ☒ No ☐

Summary

The Council will consider the approval of an Ordinance to Extend the Corporate Limits as the next step in the annexation process. This is a contiguous annexation containing approximately +/-78.855 acres located in the North Carolina Industrial Center (NCIC), Lot 16 in Alamance County.

Background

At the August 2, 2021 Council Meeting, Council accepted the petition for annexation and the Clerk's certificate of sufficiency and adopted a Resolution setting a date of Public Hearing for September 13, 2021 to consider approval of extending Mebane's corporate limits. The Public Hearing Notice was properly advertised.

Financial Impact

The property and improvements will be added to the ad valorem tax base for the City once the property is annexed as determined by the state statute.

Recommendation

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

Suggested Motion

I make a motion to adopt of an Ordinance to Extend the Corporate Limits of the City of Mebane, North Carolina to include the 78.855 acres.

Attachments

1. Ordinance
2. Map

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

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

Ordinance No. 148

WHEREAS, the City Council has been petitioned under G.S. 160A-31 to annex the area described below; and

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

WHEREAS, the City Clerk has certified the sufficiency of the petition and a public hearing on the question of this annexation was held at the Glendel Stephenson Municipal Building at 6:00 p.m. on September 13, 2021, after due notice by the Mebane Enterprise on September 1, 2021; and

WHEREAS, the City Council finds that the petition meets the requirements of G.S. 160A-31;

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

Section 1. By virtue of the authority granted by G.S. 160A-31, the following described territory is hereby annexed and made part of the City of Mebane as of September 13, 2021:

BEGINNING AT A PK NAIL FOUND IN THE CENTERLINE OF GIBSON ROAD, HAVING A NCGRID NAD 83 COORDINATE OF N:851,758.51, E:1,909,149.26, BEING LOCATED ± 1,078 FEET SOUTH OF THE INTERSECTION OF GIBSON ROAD AND LAKE LATHAM ROAD AND BEING FURTHER LOCATED S 86°34’47” W A DISTANCE OF 29.53’ FROM A 2” IRON PIPE FOUND ON THE WEST SIDE OF GIBSON ROAD (A 60’ MAINTAINED PUBLIC R/W); THENCE LEAVING SAID CENTERLINE OF GIBSON ROAD AND ALONG THE SOUTHERN PROPERTY LINE OF THE GEORGE ALLEN PATTISHALL AND LYNN CARVER PATTISHALL PARCEL AS RECORDED IN DEED BOOK 3868, PAGE 602, ALAMANCE COUNTY REGISTRY, N 81°07’37” E PASSING A 1” IRON PIPE FOUND AT 31.24 FEET, CONTINUING 278.76 FEET FOR A TOTAL DISTANCE OF 310.00 FEET TO A 1” IRON PIPE FOUND AT THE SOUTHEASTERN CORNER OF THE CLIFFORD M. RAY, JR. FAMILY LIMITED PARTNERSHIP PARCEL AS RECORDED IN DEED BOOK 2799, PAGE 569, ALAMANCE COUNTY REGISTRY; THENCE ALONG THE SOUTHERN PROPERTY LINE OF SAID CLIFFORD M. RAY, JR. FAMILY LIMITED PARTNERSHIP PARCEL, N 61°31’36” E A DISTANCE OF 123.90 FEET TO AN 1/2” IRON PIPE FOUND AT THE NORTHEASTERN CORNER OF THE TOWN OF MEBANE PARCEL AS RECORDED IN DEED BOOK 88, PAGE 272, ALAMANCE COUNTY REGISTRY; THENCE ALONG THE SOUTHEASTERN PROPERTY LINE OF SAID TOWN OF MEBANE PARCEL THE FOLLOWING FIVE (5) COURSES: 1) S 25°44’12” E A DISTANCE OF 601.60 FEET TO AN 1” IRON PIPE FOUND; THENCE 2) S 78°59’12” E A DISTANCE OF 217.80 FEET TO AN 3/4” IRON PIPE FOUND; THENCE 3) S 68°29’12” E A DISTANCE OF 217.80 FEET TO AN 3/4” IRON PIPE FOUND; THENCE 4) N 81°58’24” E A DISTANCE OF 112.76 FEET TO AN 3/4” IRON PIPE FOUND; THENCE 5) N 56°16’18” E A DISTANCE OF 47.89 FEET TO AN 3/4” IRON PIPE FOUND AT THE NORTHWESTERN CORNER OF THE JORCHEM, LLC PARCEL AS RECORDED IN DEED BOOK 3828, PAGE 685 ALAMANCE

COUNTY REGISTRY AND BEING SHOWN AS LOT 15 ON PLAT BOOK 77, PAGE 38, ALAMANCE COUNTY REGISTRY; THENCE ALONG THE WESTERN AND SOUTHERN PROPERTY LINES OF SAID JORCHEM, LLC PARCEL THE FOLLOWING FOUR (4) COURSES: 1) S 03°41'05" E A DISTANCE OF 640.19 FEET TO AN 3/4" IRON PIPE FOUND; THENCE 2) S 19°19'48" E A DISTANCE OF 141.50 FEET TO A 1" IRON PIPE FOUND; THENCE 3) S 08°43'34" E A DISTANCE OF 232.39 FEET TO A 1" IRON PIPE FOUND; THENCE 4) S 75°14'10" E A DISTANCE OF 261.15 FEET TO AN 1" IRON PIPE FOUND AT THE NORTHEASTERN CORNER RIGHT OF WAY OF PARK CENTER DRIVE (60' PUBLIC R/W) AS SHOWN ON PLAT BOOK 77, PAGE 109-109, ALAMANCE COUNTY REGISTRY; THENCE ALONG THE WESTERN RIGHT OF WAY OF SAID PARK CENTER DRIVE S 08°09'40" W A DISTANCE OF 60.40 FEET TO A 1" IRON PIPE FOUND IN THE SOUTHERN RIGHT OF WAY OF SAID PARK CENTER DRIVE AND BEING THE NORTHWESTERN CORNER OF THE BIG BOX PROPERTY OWNER D, LLC. PARCEL AS RECORDED IN DEED BOOK 3501, PAGE 383, ALAMANCE COUNTY REGISTRY AND SHOWN AS LOT 7 ON PLAT BOOK 67, PAGE 82, ALAMANCE COUNTY REGISTRY; THENCE ALONG THE WESTERN PROPERTY LINE OF SAID BIG BOX PROPERTY OWNER D, LLC. PARCEL, S 08°09'40" W A DISTANCE OF 1,054.61 FEET TO A 1" IRON PIPE FOUND IN THE NORTHERN LINE OF THE TRIVANTAGE, LLC. AND SPRINGFIELD INDUSTRIAL PARK, LLC. PARCEL AS RECORDED IN DEED BOOK 3474, PAGE 374 AND SHOWN AS LOT 1D ON PLAT BOOK 74, PAGE 201, ALAMANCE COUNTY REGISTRY; THENCE ALONG THE NORTHERN PROPERTY LINE OF SAID TRIVANTAGE, LLC. AND SPRINGFIELD INDUSTRIAL PARK, LLC. PARCEL AND THE 1027 CORPORATE PARK OWNER, LLC. PARCEL AS RECORDED IN DEED BOOK 3819, PAGE 835, ALAMANCE COUNTY REGISTRY AND SHOWN AS LOT 1E ON PLAT BOOK 74, PAGE 251, ALAMANCE COUNTY REGISTRY, THE FOLLOWING TWO (2) COURSES: 1) N 88°27'25" W A DISTANCE OF 190.42 FEET TO A 1" IRON PIPE FOUND AT THE NORTHEASTERN CORNER OF SAID 1027 CORPORATE PARK OWNER, LLC. PARCEL; THENCE 2) N 88°27'25" W A DISTANCE OF 243.91 FEET TO AN 3/4" IRON PIPE FOUND AT THE NORTHWESTERN CORNER OF SAID 1027 CORPORATE PARK OWNER, LLC. PARCEL; THENCE ALONG THE WESTERN PROPERTY LINE OF SAID 1027 CORPORATE PARK OWNER, LLC. PARCEL THE FOLLOWING TWO (2) COURSES: 1) S 00°56'23" W A DISTANCE OF 310.00 FEET TO AN 1 1/2" IRON PIPE FOUND; THENCE 2) S 00°56'23" W A DISTANCE OF 47.43 FEET TO A POINT ON THE EXISTING CORPORATE LIMITS OF THE CITY OF MEBANE AS SHOWN ON PLAT BOOK 70, PAGE 49, ALAMANCE COUNTY REGISTRY; THENCE ALONG SAID CORPORATE LIMITS LINE AND A NEW LINE ACROSS THE CHICK-FIL-A SUPPLY, LLC. PARCEL AS RECORDED IN DEED BOOK 4128, PAGE 932, ALAMANCE COUNTY REGISTRY AND SHOWN AS LOT 16 ON PLAT BOOK 77, PAGES 108-109, ALAMANCE COUNTY REGISTERY, THE FOLLOWING TWO (2) COURSES: 1) N 88°58'39" W A DISTANCE OF 730.83 FEET TO A POINT; THENCE 2) S 01°01'21" W A DISTANCE OF 20.00 FEET TO A POINT IN THE NORTHERN PROPERTY LINE OF THE ANTONIO CARTNAIL AND REBECCA CARTNAIL PARCEL AS RECORDED IN DEED BOOK 3604, PAGE 29, ALAMANCE COUNTY REGISTRY AND SHOWN AS LOT 191 ON PLAT BOOK 69, PAGE 336, ALAMANCE COUNTY REGISTRY; THENCE ALONG THE NORTHERN PROPERTY LINE OF SAID ANTONIO CARTNAIL AND REBECCA CARTNAIL PARCEL N 88°59'34" W A DISTANCE OF 159.94 FEET TO A 1/2" REBAR FOUND AT THE SOUTHEASTERN CORNER OF THE JESSE ARON WHEELEY AND DUSTY JADE BURTON PARCEL AS RECORDED IN DEED BOOK 2729, PAGE 35, ALAMANCE COUNTY REGISTRY AND SHOWN AS LOT 2 ON PLAT BOOK 61, PAGE 5, ALAMANCE COUNTY REGISTRY; THENCE ALONG THE WESTERN PROPERTY LINE OF SAID JESSE ARON WHEELEY AND DUSTY JADE BURTON PARCEL, N 00°47'53" W A DISTANCE OF 234.37 FEET TO A 1" IRON PIPE FOUND AT THE SOUTHWESTERN CORNER OF THE JONATHAN MORRIS (AKA SAMUEL MORRIS) PARCEL AS RECORDED IN DEED BOOK 2788, PAGE 618, ALAMANCE COUNTY REGISTRY AND SHOWN AS LOT 1 ON PLAT BOOK 61, PAGE 5, ALAMANCE COUNTY REGISTRY; THENCE ALONG THE WESTERN PROPERTY LINE OF SAID JONATHAN MORRIS (AKA SAMUEL MORRIS) PARCEL N 00°47'53" W A DISTANCE OF 234.27 FEET TO AN 3/4" PINCHTOP IRON FOUND AT THE SOUTHWESTERN CORNER OF THE MICHAEL RAY ELLIS AND PAMELA L. ELLIS PARCEL AS RECORDED IN DEED BOOK 679, PAGE 823, ALAMANCE COUNTY REGISTRY; THENCE ALONG THE EASTERN PROPERTY LINE OF SAID MICHAEL RAY ELLIS AND PAMELA L. ELLIS PARCEL, N 00°17'17" E, PASSING A 3/4" PINCHTOP IRON FOUND AT 437.30 FEET, SAID 3/4" PINCHTOP IRON FOUND BEING THE SOUTHEASTERN CORNER OF THE WILLIAM L. FUQUA AND BARBARA T. FUQUA PARCEL AS RECORDED IN DEED BOOK 689, PAGE 380 AND SHOWN AS LOT 1 ON PLAT BOOK 66, PAGE

160, ALAMANCE COUNTY REGISTRY, CONTINUING ALONG THE EASTERN PROPERTY LINE OF SAID WILLIAM L. FUQUA AND BARBARA T. FUQUA PARCEL, 5.62 FEET FOR A TOTAL DISTANCE OF 443.01 FEET TO A 1" IRON PIPE FOUND; THENCE CONTINUING ALONG THE EASTERN PROPERTY LINE OF SAID WILLIAM L. FUQUA AND BARBARA T. FUQUA PARCEL, THE WILLIAM C. FUQUA PARCEL AS RECORDED IN DEED BOOK 1752, PAGE 797, ALAMANCE COUNTY REGISTRY AND THE DAWN EDMONDSON RAY PARCEL AS RECORDED IN DEED BOOK 503, PAGE 853, ALAMANCE COUNTY REGISTRY, N 03°30'03" E PASSING A 1 1/4" IRON PIPE FOUND AT 1,358.01 FEET AND CONTINUING 93.52 FEET FOR A TOTAL DISTANCE OF 1,451.53 FEET TO A 1" SQUARE IRON ROD FOUND AT THE NORTHEASTERN CORNER OF SAID DAWN EDMONDSON RAY PARCEL; THENCE ALONG THE NORTHERN PROPERTY LINE OF SAID DAWN EDMONDSON RAY PARCEL, N 85°11'13" W A DISTANCE OF 287.78 FEET TO A PK NAIL FOUND IN THE CENTERLINE OF SAID GIBSON ROAD; THENCE ALONG SAID GIBSON ROAD THE FOLLOWING TWO (2) COURSES: 1) N 18°55'33" E A DISTANCE OF 115.37 FEET TO A 1/2" IRON PIPE SET; THENCE 2) N 03°36'26" E A DISTANCE OF 543.71 FEET TO THE POINT OF BEGINNING, CONTAINING 78.520 ACRES AND BEING PART OF LOT 16 OF PLAT BOOK 77, PAGE 108-109, ALAMANCE COUNTY REGISTRY

Section 2. Upon and after September 13, 2021 the above-described territory and its citizens and property shall be subject to all debts, laws, ordinances and regulations in force in the City of Mebane and shall be entitled to the same privileges and benefits as other parts of the City of Mebane. Said territory shall be subject to municipal taxes according to G.S. 160A-58.10.

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

Adopted this 13th day of September, 2021.

_____
Ed Hooks, Mayor

ATTEST:

_____
Stephanie W. Shaw, City Clerk

Approved as to form:

_____
Lawson Brown, City Attorney

SURVEYOR CERTIFICATION:

"I, KIM R. LILLY, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION FROM DEED DESCRIPTION RECORDED IN BOOK 4128, PAGE 932 AND PLAT BOOK 77, PAGE 108-109; THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN BOOK 3868, PAGE 602, BOOK 2799, PAGE 369, BOOK 88, PAGE 272, BOOK 3828, PAGE 685, BOOK 3501, PAGE 383, BOOK 3474, PAGE 374, BOOK 3815, PAGE 835, BOOK 445, PAGE 856, BOOK 3604, PAGE 29, BOOK 2729, PAGE 35, BOOK 2788, PAGE 618, BOOK 697, PAGE 823, BOOK 689, PAGE 380, BOOK 1752, PAGE 797, BOOK 2837, PAGE 815, BOOK 503, PAGE 853, BOOK 448, PAGE 776, BOOK 1937, PAGE 255, PLAT BOOK 77, PAGE 38, PLAT BOOK 67, PAGE 82, PLAT BOOK 74, PAGE 291, PLAT BOOK 74, PAGE 251, PLAT BOOK 69, PAGE 336, PLAT BOOK 61, PAGE 5, PLAT BOOK 66, PAGE 160, PLAT BOOK 74, PAGE 382, PLAT BOOK 70, PAGE 49, AND PLAT BOOK 73, PAGE 242; THAT THE RATIO OF PRECISION OR POSITIONAL ACCURACY AS CALCULATED IS 1:74,615;THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER AND SEAL THIS DAY OF _____, A.D., 2021.

PURPOSE OF THIS PLAT:

(C) 1. THAT THE SURVEY IS OF AN EXISTING PARCEL OR PARCELS OF LAND AND DOES NOT CREATE A NEW STREET OR CHANGE AN EXISTING STREET;

(J)THE PROVISIONS OF THIS SECTION SHALL NOT APPLY TO BOUNDARY PLATS OF STATE LINES, COUNTY LINES, AREAS ANNEXED BY MUNICIPALITIES, NOR TO PLATS OF MUNICIPAL BOUNDARIES, WHETHER OR NOT REQUIRED BY LAW TO BE RECORDED

NORTH CAROLINA PROFESSIONAL SEAL L-3612 LAND SURVEYOR KIM R. LILLY

PRELIMINARY

PROFESSIONAL LAND SURVEYOR

L-3612
LICENSE NUMBER

I, KIM R LILLY, FURTHER CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL GPS SURVEY MADE UNDER MY SUPERVISION AND THE FOLLOWING INFORMATION WAS USED TO PERFORM THE SURVEY:

1) CLASS OF SURVEY: URBAN LAND SURVEY (CLASS A)
2) POSITIONAL ACCURACY: 0.10
3) TYPE OF GPS FIELD PROCEDURE: GPS/VRS
4) DATES OF SURVEY: AUGUST 11, 2020
5) DATUM/EPOCH: NAD 83 (NSRS 2011)
6: PUBLISHED/FIXED-CONTROL USE: NONE
7) GEOID MODEL: GEOID 12B
8) COMBINED GRID FACTOR(S): 0.99995339
9) UNITS: US FEET

NORTH CAROLINA PROFESSIONAL SEAL L-3612 LAND SURVEYOR KIM R. LILLY

PRELIMINARY

SURVEYOR

L-3612
LICENSE NUMBER

ALAMANCE COUNTY
NORTH CAROLINA
REVIEW OFFICER CERTIFICATION

I, _____, REVIEW OFFICER FOR ALAMANCE COUNTY CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

REVIEW OFFICER DATE

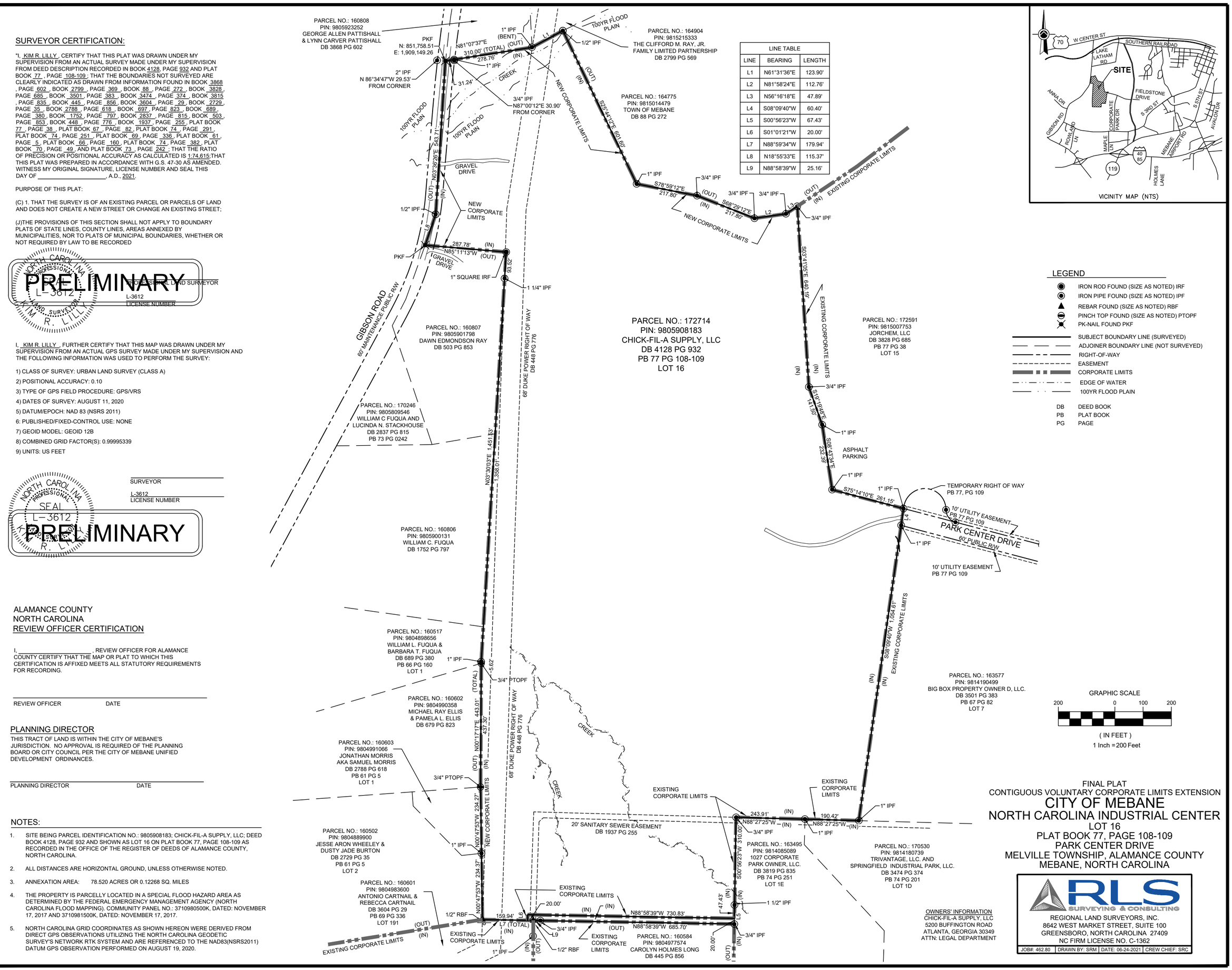
PLANNING DIRECTOR

THIS TRACT OF LAND IS WITHIN THE CITY OF MEBANE'S JURISDICTION. NO APPROVAL IS REQUIRED OF THE PLANNING BOARD OR CITY COUNCIL PER THE CITY OF MEBANE UNIFIED DEVELOPMENT ORDINANCES.

PLANNING DIRECTOR DATE

NOTES:

1. SITE BEING PARCEL IDENTIFICATION NO.: 9805908183; CHICK-FIL-A SUPPLY, LLC; DEED BOOK 4128, PAGE 932 AND SHOWN AS LOT 16 ON PLAT BOOK 77, PAGE 108-109 AS RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS OF ALAMANCE COUNTY, NORTH CAROLINA.
2. ALL DISTANCES ARE HORIZONTAL GROUND, UNLESS OTHERWISE NOTED.
3. ANNEXATION AREA: 78.520 ACRES OR 0.12268 SQ. MILES
4. THE PROPERTY IS PARCELLY LOCATED IN A SPECIAL FLOOD HAZARD AREA AS DETERMINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (NORTH CAROLINA FLOOD MAPPING). COMMUNITY PANEL NO.: 3710980500K, DATED: NOVEMBER 17, 2017 AND 3710981500K, DATED: NOVEMBER 17, 2017.
5. NORTH CAROLINA GRID COORDINATES AS SHOWN HEREON WERE DERIVED FROM DIRECT GPS OBSERVATIONS UTILIZING THE NORTH CAROLINA GEODETIC SURVEY'S NETWORK RTK SYSTEM AND ARE REFERENCED TO THE NAD83(NSRS2011) DATUM GPS OBSERVATION PERFORMED ON AUGUST 19, 2020.



VICINITY MAP (NTS)

LINE TABLE		
LINE	BEARING	LENGTH
L1	N61°31'36"E	123.90'
L2	N81°58'24"E	112.76'
L3	N56°16'18"E	47.89'
L4	S08°09'40"W	60.40'
L5	S00°56'23"W	67.43'
L6	S01°01'21"W	20.00'
L7	N88°59'34"W	179.94'
L8	N18°55'33"E	115.37'
L9	N88°58'39"W	25.16'

LEGEND

- IRON ROD FOUND (SIZE AS NOTED) IRF
- IRON PIPE FOUND (SIZE AS NOTED) IPF
- REBAR FOUND (SIZE AS NOTED) RBF
- PINCH TOP FOUND (SIZE AS NOTED) PTOPF
- PK-NAIL FOUND PKF
- SUBJECT BOUNDARY LINE (SURVEYED)
- ADJOINER BOUNDARY LINE (NOT SURVEYED)
- RIGHT-OF-WAY
- EASEMENT
- CORPORATE LIMITS
- EDGE OF WATER
- 100YR FLOOD PLAIN

DB DEED BOOK
PB PLAT BOOK
PG PAGE

GRAPHIC SCALE
200 0 100 200
(IN FEET)
1 Inch = 200 Feet

FINAL PLAT
CONTIGUOUS VOLUNTARY CORPORATE LIMITS EXTENSION
CITY OF MEBANE
NORTH CAROLINA INDUSTRIAL CENTER
LOT 16
PLAT BOOK 77, PAGE 108-109
PARK CENTER DRIVE
MELVILLE TOWNSHIP, ALAMANCE COUNTY
MEBANE, NORTH CAROLINA

OWNERS' INFORMATION
CHICK-FIL-A SUPPLY, LLC
5200 BUFFINGTON ROAD
ATLANTA, GEORGIA 30349
ATTN: LEGAL DEPARTMENT

RLS SURVEYING & CONSULTING
REGIONAL LAND SURVEYORS, INC.
8642 WEST MARKET STREET, SUITE 100
GREENSBORO, NORTH CAROLINA 27409
NC FIRM LICENSE NO. C-1362

JOB#: 462.80 | DRAWN BY: SRM | DATE: 06-24-2021 | CREW CHIEF: SRC

S:\Current\Proj\46279_ NCIC_Lot16-ALTA\dwg\46280_ NCIC-Lot16-Annexation.dwg, 7/20/2021 11:44:04 AM

AGENDA ITEM #4B

Ordinance to Extend the Corporate Limits- Wilson Heirs- Meadowstone

Meeting Date
September 13, 2021

Presenter
Lawson Brown, City Attorney

Public Hearing
Yes ☒ No ☐

Summary

The Council will consider the approval of an Ordinance to Extend the Corporate Limits as the next step in the annexation process. This is a contiguous annexation containing approximately +/-27.52 acres located on Ben Wilson Road and Bowman Road in Orange County.

Background

The petition for this annexation was received by the City Council at the June 7, 2021 meeting, with a public hearing date set for July 12th. The applicant requested a continuation of the public hearing to the August 2nd meeting and the City Clerk submitted the advertisement by the publication deadline to the paper of record but the advertisement was not published. Consequently, Council adopted a revised Resolution setting a new date of public hearing for September 13, 2021.

Financial Impact

The property and improvements will be added to the ad valorem tax base for the City once the property is annexed as determined by the state statute.

Recommendation

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

Suggested Motion

I make a motion to adopt of an Ordinance to Extend the Corporate Limits of the City of Mebane, North Carolina to include the 27.52 acres.

Attachments

1. Ordinance
2. Map

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

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

Ordinance No. 147

WHEREAS, the City Council has been petitioned under G.S. 160A-31 to annex the area described below; and

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

WHEREAS, the City Clerk has certified the sufficiency of the petition and a public hearing on the question of this annexation was held at the Glendel Stephenson Municipal Building at 6:00 p.m. on September 13, 2021, after due notice by the Mebane Enterprise on September 1, 2021; and

WHEREAS, the City Council finds that the petition meets the requirements of G.S. 160A-31;

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

Section 1. By virtue of the authority granted by G.S. 160A-31, the following described territory is hereby annexed and made part of the City of Mebane as of September 13, 2021:

BEGINNING at an existing railroad spike in the centerline of Ben Wilson Road (SR 1140) (NC Grid Coordinates N. 842163.26', E. 1,924,920.27' (NAD 83/11) as determined by a current GPS survey (Combined Grid Factor 0.99994815)), located S. 38°12'10" E. 10.43' from an existing Mag Nail found at the intersection of the centerline of Bowman Road (SR 1142) and the centerline of Ben Wilson Road and said existing railroad spike being the northwest corner of Kathryn A. Coombs (see Deed Book 6239, Page 374 and Tract 2, Plat Book 117, Page 67, Orange County Registry) and said existing railroad spike being the southeast corner of Nadine R. Wilson Heirs (see Lot 1 Plat Book 79, Page 194 and remainder area shown on Plat Book 115, Page 86 Orange County Registry) and said existing railroad spike being in the existing Mebane Corporate Limits line; thence proceeding along the existing Mebane Corporate Limits line and the centerline of Ben Wilson Road along five (5) courses as follows: (1) N. 26°46'29" W. 690.18' to a point, (2) N. 26°46'29" W. 118.24' to a point, (3) a curve to the right having a radius of 3640.46, an arc length of 548.64', chord bearing and distance N. 22°26'57" W. 548.12' to a point, (4) N. 18°07'55" W. 387.09' to a point and (5) a curve to the right having a radius of 2645.15', an arc length of 337.71', chord bearing and distance N. 14°33'46" W. 337.48' to a point; thence leaving the centerline of Ben Wilson Road and continuing along the existing Mebane Corporate Limits line N. 82°17'18" E. 29.77' to an existing iron pin in the east right of way line of Ben Wilson Road at the southwest corner of Jane & Ben Wilson, Jr. Family LLC (see Deed Book 5334, Page 171 and Tract Two Plat Book 71, Page 32, Orange County Registry); thence leaving the east right of way line of Ben Wilson Road and the existing Mebane Corporate Limits line and proceeding along the new Mebane Corporate Limits line with the south line of Jane & Ben Wilson, Jr. Family LLC along two (2) courses as follows: (1) N. 81°52'11" E. 748.12' to an existing iron

pin and (2) N. 81°52’11” E. 50.00’ to a 41” diameter poplar tree at the northwest corner of Wendy Louise Heath (see Deed Book 3877, Page 39 and Tract 1 Plat Book 85, Page 104 Orange County Registry); thence continuing along the new Mebane Corporate Limits line with the west line of Heath S. 27°41’59” E. 522.36’ to a point in the centerline of Haw Creek at the northeast corner of Dalton J. Holland and Dillon C. Holland (see Deed Book 6076, Page 413 and Tract One, Plat Book 115, Page 86, Orange County Registry); thence continuing along the new Mebane Corporate Limits line and the centerline of Haw Creek along seven (7) courses with the north line of Holland as follows: (1) S. 79°29’24” W. 33.08’ to a point, (2) S. 33°56’34” W. 45.71’ to a point, (3) S. 70°22’53” W. 33.09’ to a point, (4) S. 52°10’51” W. 77.56’ to a point, (5) S. 33°05’54” W. 38.42’ to a point, (6) S. 27°12’01” W. 54.23’ to a point and (7) S. 38°22’58” W. 62.11’ to a point; thence leaving the centerline of Haw Creek and continuing along the new Mebane Corporate Limits line along six (6) courses with the west lines of Holland as follows: (1) S. 01°43’09” E. 27.58’ to an existing iron pin, (2) S. 01°43’09” E. 305.84’ to an existing iron pin, (3) S. 08°11’43” W. 201.91’ to an existing iron pin, (4) S. 29°57’50” E. 271.44’ to an existing iron pin, (5) S. 29°55’50” E. 166.11’ to an existing iron pin and (6) S. 29°56’41” E. 203.78’ to an existing iron pin in the north right of way line of Bowman Road; thence leaving the north right of way line of Bowman Road and continuing along the new Mebane Corporate Limits line S. 29°56’41” E. 30.75’ to a point in the centerline of Bowman Road; thence continuing along the new Mebane Corporate Limits line and the centerline of Bowman Road along a curve to the left having a radius of 918.00’ an arc length of 153.67’, chord bearing and distance N. 42°42’39” E. 153.50’ to a point in the north line of Daniel J. Wilson; thence leaving the centerline of Bowman Road and continuing along the new Mebane Corporate Limits line with the north line of Wilson S. 29°37’29” W. 212.09’ to an existing iron pin in the north line of Kathryn A. Coombs (see Deed Book 6239, Page 374 and Tract 2, Plat Book 117, Page 67, Orange County Registry); thence continuing along the new Mebane Corporate Limits line with the north line of Coombs S. 66°31’20” W. 397.72’ to the point and place of BEGINNING, and being all of a contiguous City of Mebane Annexation area, containing 27.5213 acres, or 0.0430 square miles, more or less, as shown on a plat of survey entitled "Final Plat of Contiguous Voluntary Annexation for City of Mebane Corporate Limits Extension" as prepared by Brantley W. Wells., NC PLS #4544, dated April 30th, 2021, Summit Design and Engineering Services Project No. 20-0089 to which plat reference is hereby made for a more particular description of same.

Section 2. Upon and after September 13, 2021 the above-described territory and its citizens and property shall be subject to all debts, laws, ordinances and regulations in force in the City of Mebane and shall be entitled to the same privileges and benefits as other parts of the City of Mebane. Said territory shall be subject to municipal taxes according to G.S. 160A-58.10.

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

Adopted this 13th day of September, 2021.

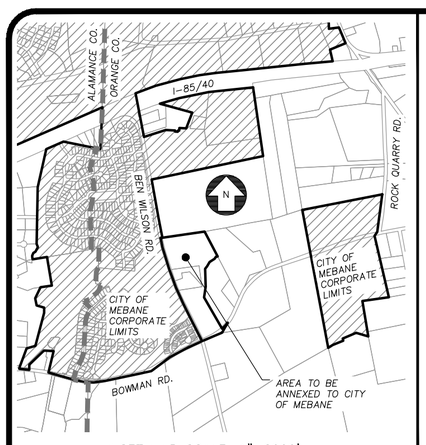
_____
Ed Hooks, Mayor

ATTEST:

_____
Stephanie W. Shaw, City Clerk

Approved as to form:

_____
Lawson Brown, City Attorney



INSET MAP SCALE: 1"=2000'

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

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

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

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

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

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

NOTE "G"
PORTIONS OF THIS PROPERTY IS LOCATED IN A HAZARDOUS FLOOD ZONE AS SHOWN ON FEMA FIRM NUMBER 3710982400K, EFFECTIVE DATE 2/2/2007. FLOOD ZONES OR BASE FLOOD ELEVATIONS WERE NOT INVESTIGATED DURING THIS SURVEY.

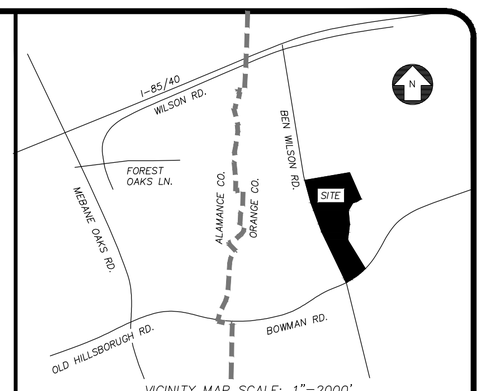
NOTE "H"
NO NCGS MONUMENTS WERE FOUND WITHIN 2000' OF THIS SITE.

NOTE "J"
SEE PLAT "PROPERTY SURVEYED FOR SAM & NADINE WILSON" BY ALOIS CALLEMYN, PLS DATED JANUARY 5, 1998, AND RECORDED IN PB 79/194, ORANGE COUNTY

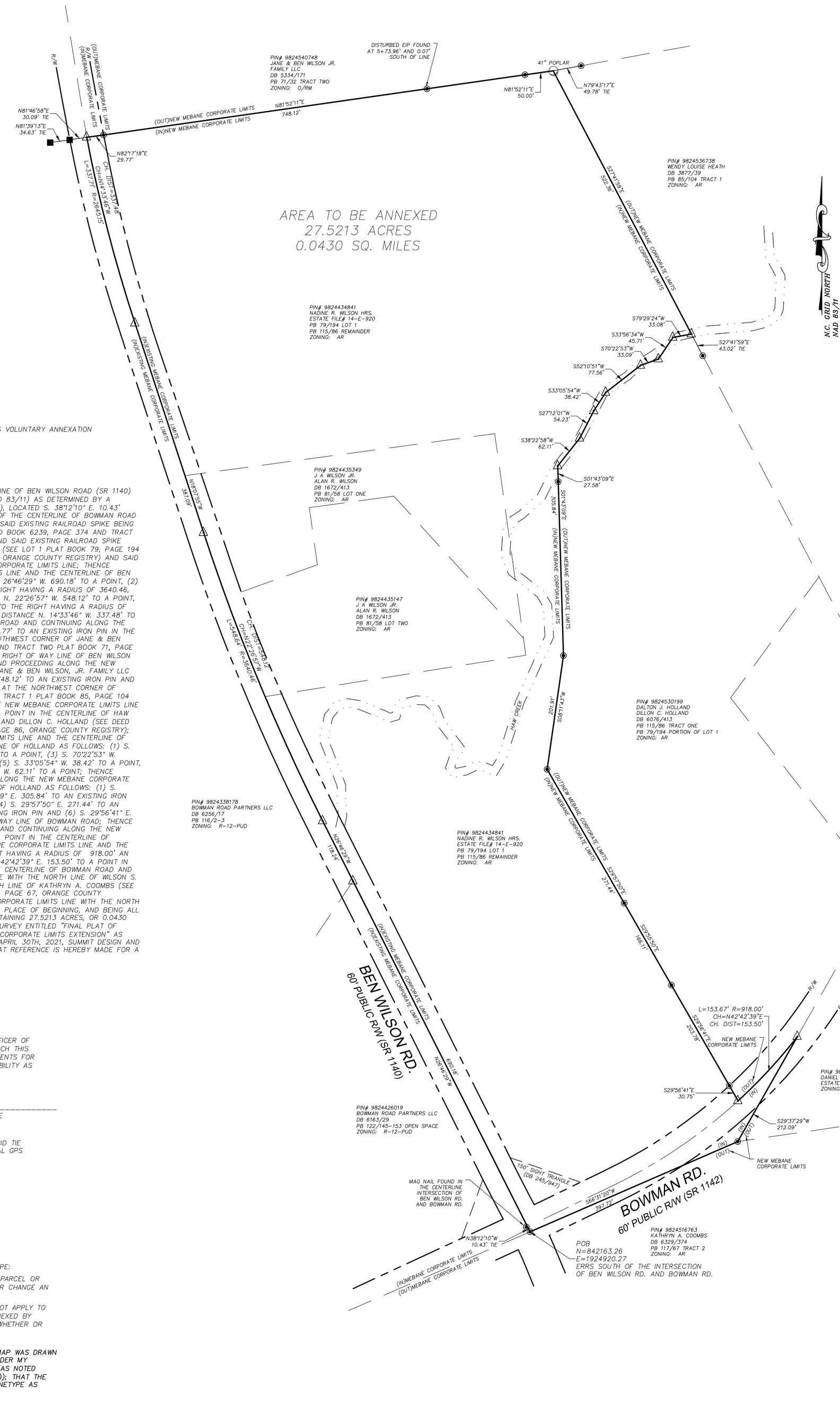
SEE PLAT "FINAL PLAT OF PROPERTY OF J.A. WILSON AND ALAN R. WILSON" BY J. DAVIS THOMPSON, PLS DATED JUNE 18, 1998, AND RECORDED IN PB 81/58, ORANGE COUNTY

SEE PLAT "FINAL PLAT MARY NADINE ROLLINS ESTATE" BY DOUGLAS R. YARBROUGH, PLS DATED JANUARY 12, 2016, AND RECORDED IN PB 115/86, ORANGE COUNTY

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



VICINITY MAP SCALE: 1"=2000'



CITY OF MEBANE CORPORATE LIMITS EXTENSION: CONTIGUOUS VOLUNTARY ANNEXATION
CHEEKS TOWNSHIP, ORANGE COUNTY, NC
PIN 9824434841 NADINE R. WILSON HEIRS
PIN 9824435147 J. A. WILSON, JR., ALAN R. WILSON
PIN 9824435349 J. A. WILSON, JR., ALAN R. WILSON

ANNEXATION AREA

BEGINNING AT AN EXISTING RAILROAD SPIKE IN THE CENTERLINE OF BEN WILSON ROAD (SR 1140) (NC GRID COORDINATES N. 842163.26', E. 1,924,920.27' (NAD 83/11) AS DETERMINED BY A CURRENT GPS SURVEY (COMBINED GRID FACTOR 0.99994815)), LOCATED S. 38°12'10" E. 10.43' FROM AN EXISTING MAG NAIL FOUND AT THE INTERSECTION OF THE CENTERLINE OF BOWMAN ROAD (SR 1142) AND THE CENTERLINE OF BEN WILSON ROAD AND SAID EXISTING RAILROAD SPIKE BEING THE NORTHWEST CORNER OF KATHRYN A. COOMBS (SEE DEED BOOK 6239, PAGE 374 AND TRACT 2, PLAT BOOK 117, PAGE 67, ORANGE COUNTY REGISTRY) AND SAID EXISTING RAILROAD SPIKE BEING THE SOUTHEAST CORNER OF NADINE R. WILSON HEIRS (SEE LOT 1 PLAT BOOK 79, PAGE 194 AND REMAINDER AREA SHOWN ON PLAT BOOK 115, PAGE 86 ORANGE COUNTY REGISTRY) AND SAID EXISTING RAILROAD SPIKE BEING IN THE EXISTING MEBANE CORPORATE LIMITS LINE; THENCE PROCEEDING ALONG THE EXISTING MEBANE CORPORATE LIMITS LINE AND THE CENTERLINE OF BEN WILSON ROAD ALONG FIVE (5) COURSES AS FOLLOWS: (1) N. 26°46'29" W. 690.18' TO A POINT, (2) N. 26°46'29" W. 118.24' TO A POINT, (3) A CURVE TO THE RIGHT HAVING A RADIUS OF 3640.46, AN ARC LENGTH OF 548.64', CHORD BEARING AND DISTANCE N. 22°26'57" W. 548.12' TO A POINT, (4) N. 18°07'55" W. 387.09' TO A POINT AND (5) A CURVE TO THE RIGHT HAVING A RADIUS OF 2645.15', AN ARC LENGTH OF 337.71', CHORD BEARING AND DISTANCE N. 14°33'46" W. 337.48' TO A POINT; THENCE LEAVING THE CENTERLINE OF BEN WILSON ROAD AND CONTINUING ALONG THE EXISTING MEBANE CORPORATE LIMITS LINE N. 82°17'18" E. 29.77' TO AN EXISTING IRON PIN IN THE EAST RIGHT OF WAY LINE OF BEN WILSON ROAD AT THE SOUTHWEST CORNER OF JANE & BEN WILSON, JR. FAMILY LLC (SEE DEED BOOK 5334, PAGE 171 AND TRACT TWO PLAT BOOK 71, PAGE 32, ORANGE COUNTY REGISTRY); THENCE LEAVING THE EAST RIGHT OF WAY LINE OF BEN WILSON ROAD AND THE EXISTING MEBANE CORPORATE LIMITS LINE AND PROCEEDING ALONG THE NEW MEBANE CORPORATE LIMITS LINE WITH THE SOUTH LINE OF JANE & BEN WILSON, JR. FAMILY LLC ALONG TWO (2) COURSES AS FOLLOWS: (1) N. 81°52'11" E. 748.12' TO AN EXISTING IRON PIN AND (2) N. 81°52'11" E. 50.00' TO A 41" DIAMETER POPLAR TREE AT THE NORTHWEST CORNER OF WENDY LOUISE HEATH (SEE DEED BOOK 3877, PAGE 39 AND TRACT 1 PLAT BOOK 85, PAGE 104 ORANGE COUNTY REGISTRY); THENCE CONTINUING ALONG THE NEW MEBANE CORPORATE LIMITS LINE WITH THE WEST LINE OF HEATH S. 27°41'59" E. 522.36' TO A POINT IN THE CENTERLINE OF HAW CREEK AT THE NORTHEAST CORNER OF DALTON J. HOLLAND AND DILLON C. HOLLAND (SEE DEED BOOK 6076, PAGE 413 AND TRACT ONE, PLAT BOOK 115, PAGE 86, ORANGE COUNTY REGISTRY); THENCE CONTINUING ALONG THE NEW MEBANE CORPORATE LIMITS LINE AND THE CENTERLINE OF HAW CREEK ALONG SEVEN (7) COURSES WITH THE NORTH LINE OF HOLLAND AS FOLLOWS: (1) S. 79°29'24" W. 33.08' TO A POINT, (2) S. 33°56'34" W. 45.71' TO A POINT, (3) S. 70°22'53" W. 33.09' TO A POINT, (4) S. 52°10'51" W. 77.56' TO A POINT, (5) S. 33°05'54" W. 38.42' TO A POINT, (6) S. 27°12'01" W. 54.23' TO A POINT AND (7) S. 38°22'58" W. 62.11' TO A POINT; THENCE LEAVING THE CENTERLINE OF HAW CREEK AND CONTINUING ALONG THE NEW MEBANE CORPORATE LIMITS LINE ALONG SIX (6) COURSES WITH THE WEST LINES OF HOLLAND AS FOLLOWS: (1) S. 01°43'09" E. 27.58' TO AN EXISTING IRON PIN, (2) S. 01°43'09" E. 305.84' TO AN EXISTING IRON PIN, (3) S. 08°11'43" W. 201.91' TO AN EXISTING IRON PIN, (4) S. 29°57'50" E. 271.44' TO AN EXISTING IRON PIN, (5) S. 29°55'50" E. 166.11' TO AN EXISTING IRON PIN AND (6) S. 29°56'41" E. 203.78' TO AN EXISTING IRON PIN IN THE NORTH RIGHT OF WAY LINE OF BOWMAN ROAD; THENCE LEAVING THE NORTH RIGHT OF WAY LINE OF BOWMAN ROAD AND CONTINUING ALONG THE NEW MEBANE CORPORATE LIMITS LINE S. 29°56'41" E. 30.75' TO A POINT IN THE CENTERLINE OF BOWMAN ROAD; THENCE CONTINUING ALONG THE NEW MEBANE CORPORATE LIMITS LINE AND THE CENTERLINE OF BOWMAN ROAD ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 918.00' AN ARC LENGTH OF 153.67', CHORD BEARING AND DISTANCE N. 42°42'39" E. 153.50' TO A POINT IN THE NORTH LINE OF DANIEL J. WILSON; THENCE LEAVING THE CENTERLINE OF BOWMAN ROAD AND CONTINUING ALONG THE NEW MEBANE CORPORATE LIMITS LINE WITH THE NORTH LINE OF WILSON S. 29°37'29" W. 212.09' TO AN EXISTING IRON PIN IN THE NORTH LINE OF KATHRYN A. COOMBS (SEE DEED BOOK 6239, PAGE 374 AND TRACT 2, PLAT BOOK 117, PAGE 67, ORANGE COUNTY REGISTRY); THENCE CONTINUING ALONG THE NEW MEBANE CORPORATE LIMITS LINE WITH THE NORTH LINE OF COOMBS S. 66°31'20" W. 397.72' TO THE POINT AND PLACE OF BEGINNING, AND BEING ALL OF A CONTIGUOUS CITY OF MEBANE ANNEXATION AREA, CONTAINING 27.5213 ACRES, OR 0.0430 SQUARE MILES, MORE OR LESS, AS SHOWN ON A PLAT OF SURVEY ENTITLED "FINAL PLAT OF CONTIGUOUS VOLUNTARY ANNEXATION FOR CITY OF MEBANE CORPORATE LIMITS EXTENSION" AS PREPARED BY BRANTLEY W. WELLS., NC PLS #4544, DATED APRIL 30TH, 2021, SUMMIT DESIGN AND ENGINEERING SERVICES PROJECT NO. 20-0089 TO WHICH PLAT REFERENCE IS HEREBY MADE FOR A MORE PARTICULAR DESCRIPTION OF SAME.

STATE OF NORTH CAROLINA
COUNTY OF ORANGE

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

_____
REVIEW OFFICER DATE
ORANGE COUNTY LAND RECORDS/GIS

I, BRANTLEY W. WELLS, PLS NO. 4544, CERTIFY THAT NC GRID TIE DATA SHOWN ON THIS PLAT WAS OBTAINED FROM AN ACTUAL GPS SURVEY MADE UNDER MY SUPERVISION AND THE FOLLOWING INFORMATION WAS USED TO PERFORM THE SURVEY:

(1) CLASS OF SURVEY: 'A'
(2) POSITIONAL ACCURACY: 0.07'
(3) TYPE OF GPS FIELD PROCEDURE: VRS
(4) DATES OF SURVEY: 5/20/2016
(5) DATUM/EPOCH: NAD 83/2011
(6) HELD VRS
(7) GEOID MODEL: 2012B
(8) COMBINED GRID FACTOR: 0.99994815
(9) UNITS: US SURVEY FEET

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

G.S. 47-30 (F)(11)(C)(1). THIS SURVEY IS OF AN EXISTING PARCEL OR PARCELS OF LAND AND DOES NOT CREATE A NEW STREET OR CHANGE AN EXISTING STREET.

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

"I BRANTLEY W. WELLS, PLS NO. 4544, CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK/PAGE:(AS NOTED HEREON) OR OTHER REFERENCE SOURCE:(AS NOTED HEREON)); THAT THE BOUNDARIES NOT SURVEYED ARE INDICATED IN A BROKEN LINETYPE AS DRAWN FROM INFORMATION IN BOOK/PAGE:(AS NOTED HEREON) OR OTHER REFERENCE SOURCE:(AS NOTED HEREON); THAT THE RATIO OF PRECISION OR POSITIONAL ACCURACY IS 1:10000+; AND THAT THIS MAP MEETS THE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA (21 NCAC 56. 1600). THIS MAP WAS DRAWN IN ACCORDANCE WITH G.S. 47.30 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS 30TH DAY OF APRIL 2021.

PRELIMINARY PLAT 2ND SUBMITTAL

_____
PROFESSIONAL LAND SURVEYOR REG. NUMBER L-4544

SUMMIT DESIGN & ENGINEERING, SERVICES, PLLC. REG. NUMBER P-0339

SYMBOL LEGEND	
○	IRON PIN SET
◉	IRON PIN FOUND
△	MATHEMATICAL POINT
⊢	SIGN
IPS	IRON PIN SET
EIP	EXISTING IRON PIPE
ECM	EXISTING CONCRETE MONUMENT
R/W	RIGHT OF WAY
ERRS	EXISTING RAIL ROAD SPIKE
℄ (PROPERTY LINE)	———
℄ NOT SURVEYED	——— ———
RIGHT OF WAY LINE	——— - - - ———

PLANNING DIRECTOR CERTIFICATION

THIS TRACT OF LAND IS WITHIN THE CITY OF MEBANE'S JURISDICTION. NO APPROVAL IS REQUIRED OF THE PLANNING BOARD OR CITY COUNCIL.

_____
AUTHORIZED CITY OFFICIAL

_____
DATE

GRAPHIC SCALE
50 0 50 100 200
(IN FEET)
1 inch = 100 ft.

PROJECT NO. 20-0089
DRAWING NO. 20-0089_ANNEX
SHEET 1 OF 1

FINAL PLAT OF CONTIGUOUS VOLUNTARY ANNEXATION FOR
CITY OF MEBANE CORPORATE LIMITS EXTENSION
CHEEKS TWP., ORANGE CO., NORTH CAROLINA
FIELD WORK PERFORMED APRIL 22, 2021
PROPERTY AS DESCRIBED AND STANDING IN THE NAME OF AS SHOWN HEREON.

SUMMIT DESIGN AND ENGINEERING SERVICES
Creatively Inspired - Technically Executed
License #: P-0339
320 Executive Court
Hillsborough, NC 27278-8551
Voice: (919) 732-3883 Fax: (919) 732-6676 www.summitde.net

CLIENT'S ADDRESS
320 EXECUTIVE CT.
HILLSBOROUGH, NC 27278
c/o JAMES PARKER, Jr.

OWNER'S ADDRESS
4222 OLD HILLSBOROUGH RD.
MEBANE, NC 27302

101 SAM SNEAD DR.
MEBANE, NC 27302

PROJECT ENGINEER/ARCHITECT: INIT.
PROJECT MANAGER: INIT.
DRAWN BY: RAH
SCALE: 1"=100'

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SUMMIT
DESIGN AND ENGINEERING

DRAWING ALTERATION

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

	REVISIONS	DATE	BY
6			
5			
4			
3			
2			
1			
0			

AGENDA ITEM #4C

RZ 21-09

Conditional Rezoning – Meadowstone Townhomes

Presenter

Cy Stober, Development Director

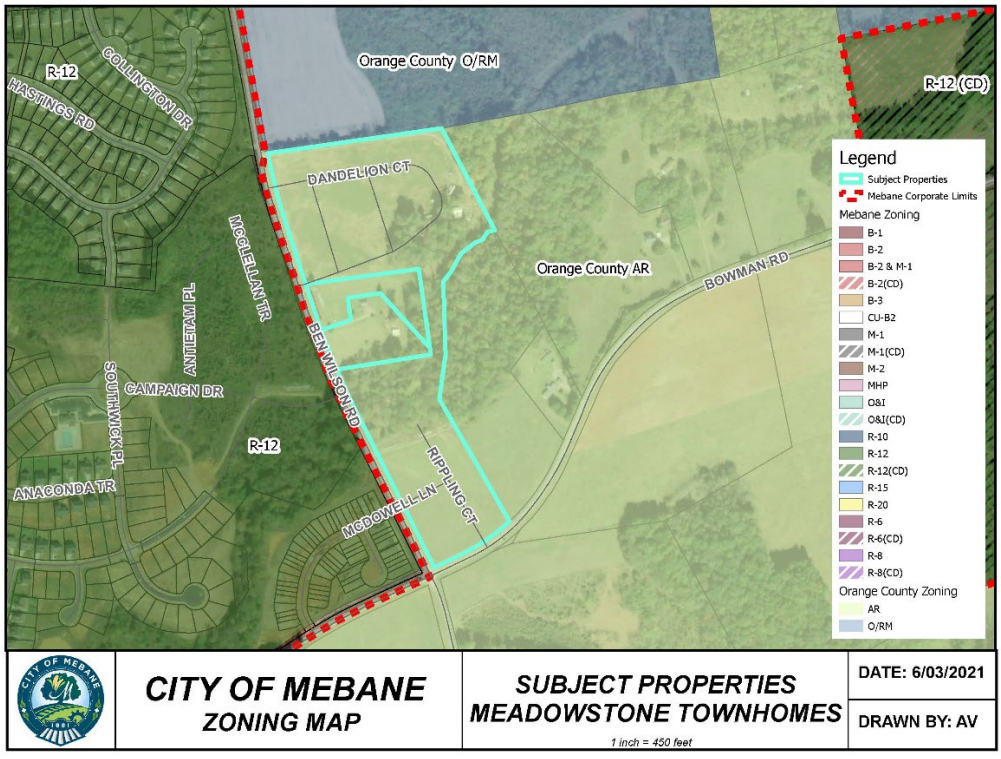
Applicant

Ben Wilson Road, LLC
320 Executive Court
Hillsborough, NC 27278

Public Hearing

Yes ☒ No ☐

Zoning Map



Property

900, 1002 & 1010 Ben Wilson Road

9824434841, 9824435349, 9824435147

Proposed Zoning

R-8 (CD)

Current Zoning

AR (Orange County, Agricultural Residential)

Size

+/-25.58 acres

Surrounding Zoning

R-12,

Orange County AR and O/RM

Adjacent Land Uses

Residential, Vacant, Manufacturing

Utilities

To be extended at developer's expense

Floodplain

No

Watershed

No

City Limits

No

Summary

Ben Wilson Road, LLC, is requesting approval to establish R-8 CD (Residential Conditional Zoning District) zoning on three (3) properties totaling +/- 25.58 acres located on Ben Wilson Road Rd, with a frontage on Bowman Rd to allow for a residential development of 147 townhomes. The property is located outside of the ETJ in Orange County and is currently zoned AR (Agricultural Residential) by Orange County. Ben Wilson Road, LLC, has the property under contract to purchase, contingent upon approval of the conditional rezoning.

The proposed onsite amenities & dedications include the following:

- The construction of all internal roads with 5' sidewalks.
- The construction of an amenity center, dog park, playground, and greenspace to exclusively serve development residents to be maintained by the HOA. In total, the site plan features 1.7 acres of active recreation space and 10.44 acres of passive HOA owned open space.
- +/- 3,446 linear feet of a variable 8'-10'-wide asphalt multiuse path through the development and along the frontage of the northern portion of the site on Ben Wilson Road.

Requested waivers:

UDO Requirement	Requested Wavier
30' front setback	20' front setback
20' rear setback	15' rear setback
15' side setback	8' side setback
Per conditional zoning request	Lot area and width as presented.

The UDO calculates that the applicant should provide 4.62 acres in public recreation area valued at $44,680. The applicant is proposing to dedicate the new multi-use path, 1.10 acres of public recreation area as an alternate to the payment-in-lieu. The multi-use path will be in the City's right of way and publicly maintained. If this is not possible, a payment *in lieu* will be provided in the amount of $34,042 (3.52 ac x $9,671).

A Traffic Impact Analysis was conducted in July 2020. The applicant will be required to provide a southbound left-turn lane on Ben Wilson Road with 100' of storage but, otherwise, the findings do not yield any offsite recommended improvements.

The Technical Review Committee (TRC) has reviewed the site plan six (6) times and the applicant has revised the plan to reflect the comments.

The initial request was presented to the Planning Board on June 14, 2021, and received a recommendation for denial due to concerns about density and insufficient parking. The request was revised to meet the Mebane UDO criteria, and the number of townhome units has decreased from 161 to 147.

Financial Impact

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

Recommendation

At their August 9, 2021, meeting the Planning Board unanimously (8 – 0) to recommend the project for approval, pending annexation of the properties by the City Council.

The Planning staff has reviewed the request for consistency with the City's adopted plans and finds that it is in the public's interest, recommending approval.

Suggested Motion

1. Motion to approve the R-8 (CD) zoning as presented.

2. Motion to find that **the application is consistent** with the objectives and goals in the City's 2017 Comprehensive Land Development Plan *Mebane By Design*. The request:

   - ☐ Is for a property within the City's G-4 Secondary Growth Area and is generally residential in nature (Mebane CLP, p.66);

   - ☐ Provides a greenway connection to a different land use, consistent with Open Space and Natural Resource Protection Goal 4.2 (p. 17 & 89);

   - ☐ Provides a greenway and open space in a developing area, connecting to other locations, consistent with Open Space and Natural Resource Protection Goal 4.3 (p. 17, 89, & 90); and

3. Motion to **deny** the R-8(CD) rezoning as presented due to a lack of
   a. Harmony with the surrounding zoning

      OR

   b. Consistency with the objectives and goals in the City's 2017 Comprehensive Land Development Plan *Mebane By Design* or any of the City's other adopted plans.

Attachments

1. Zoning Amendment Application
2. Zoning Map
3. Site Plan
4. Planning Project Report
5. Preliminary Water and Sewer System Approval Letter
6. Technical Memorandum – City Engineering Review
7. Traffic Impact Analysis Executive Summary – Revised June 2021 (full TIA available at this link)
8. Meadowstone TIA Review Comments - Ramey Kemp Associates

APPLICATION FOR A ZONING AMENDMENT

Application is hereby made for an amendment to the Mebane Zoning Ordinance as follows:

Name of Applicant: Ben Wilson Road, LLC

Address of Applicant: c/o Summit Design and Engineering Services, PLLC
320 Executive Court, Hillsborough, NC 27278

Address and brief description of property to be rezoned: ① 900 Ben Wilson Road (PIN 9824434841) 22.87 acres
② 1002 Ben Wilson Road (PIN 9824435349) 2.01 acres ③ 1010 Ben Wilson Road (PIN 9824435147) 2.37 acres

Applicant's interest in property: (Owned, leased or otherwise) _____

Contract Purchaser

*Do you have any conflicts of interest with: Elected/Appointed Officials, Staff, etc.?

Yes ___ Explain: _____ No X

Type of conditional re-zoning requested: R-8 (CD)

Sketch attached: Yes X No _____

Reason for the requested re-zoning: Transition from current Orange County Agricultural Residential (AR) general zoning district to City of Mebane R-8(CD) conditional zoning district via a contiguous annexation petition to permit a 168-unit townhouse development.

Signed: _____

Date: June 8 2020

Action by Planning Board: _____

Public Hearing Date: _____ Action: _____

Zoning Map Corrected: _____

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

1. Tax Map showing the area that is to be considered for rezoning.
2. Names and addresses of all adjoining property owners within a 300' radius (Include those that are across the street).
3. $300.00 Fee to cover administrative costs.
4. The information is due 15 working days prior to the Planning Board meeting. The Planning Board meets the 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.

DocuSign Envelope ID: 34D69092-BBE9-4BCF-8CE7-9E8A29FF2A59

PETITION REQUESTING A CONTIGUOUS ANNEXATION

Annexation Process – Approximately a 2 Month Process

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

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

Date: JUNE 8, 2020

To the City Council of the City of Mebane:

1. We the undersigned owners of real property respectfully request that the area described in Paragraph 2 below be annexed to the City of Mebane.

2. The area to be annexed is contiguous to the City of Mebane and the boundaries of such territory are as follows: PIN's : ①9824434841 ②9824435349 ③9824435147 (SEE ATTACHED EXHIBIT)

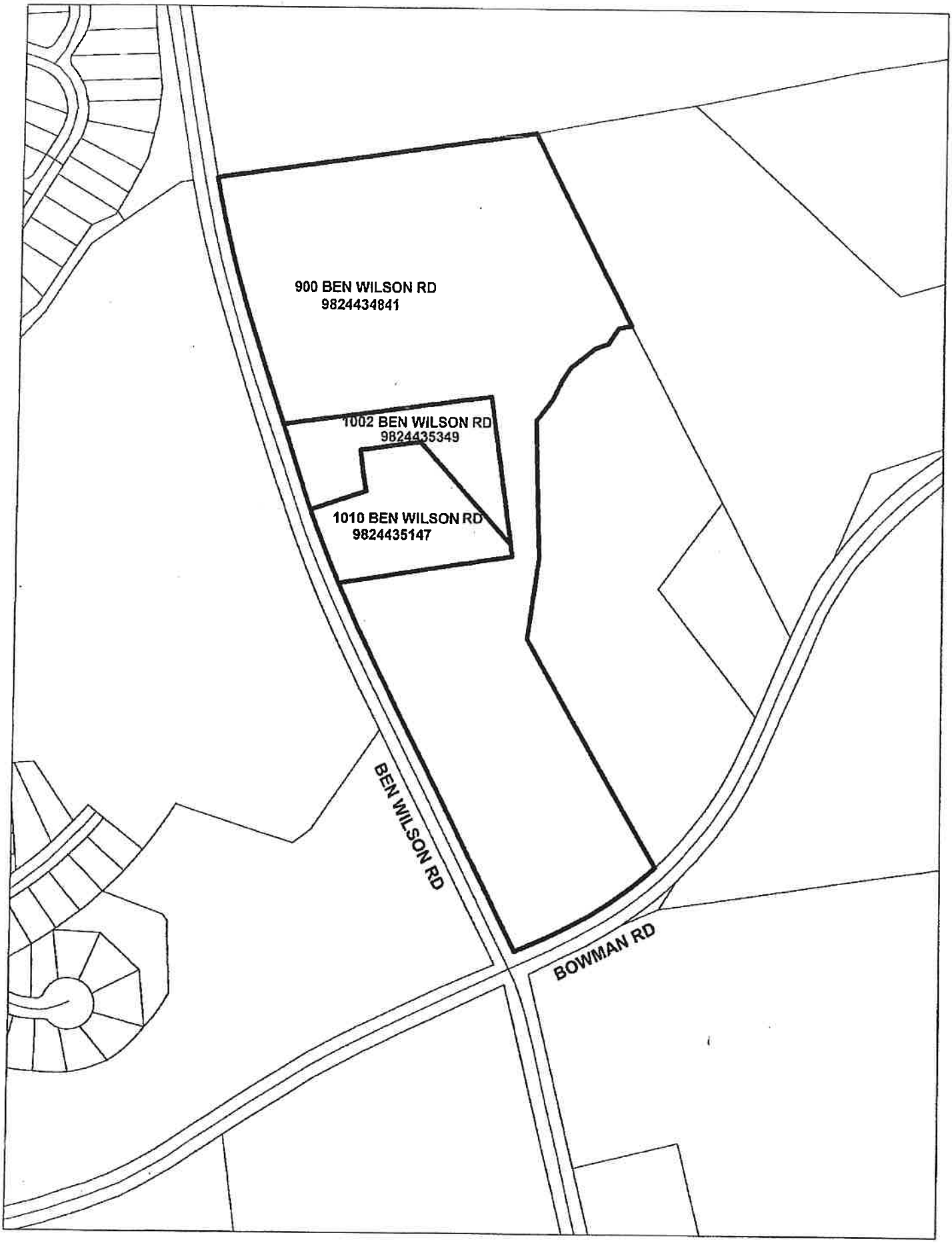
Please include a Description of Boundaries (Metes and Bounds) on a separate paper.

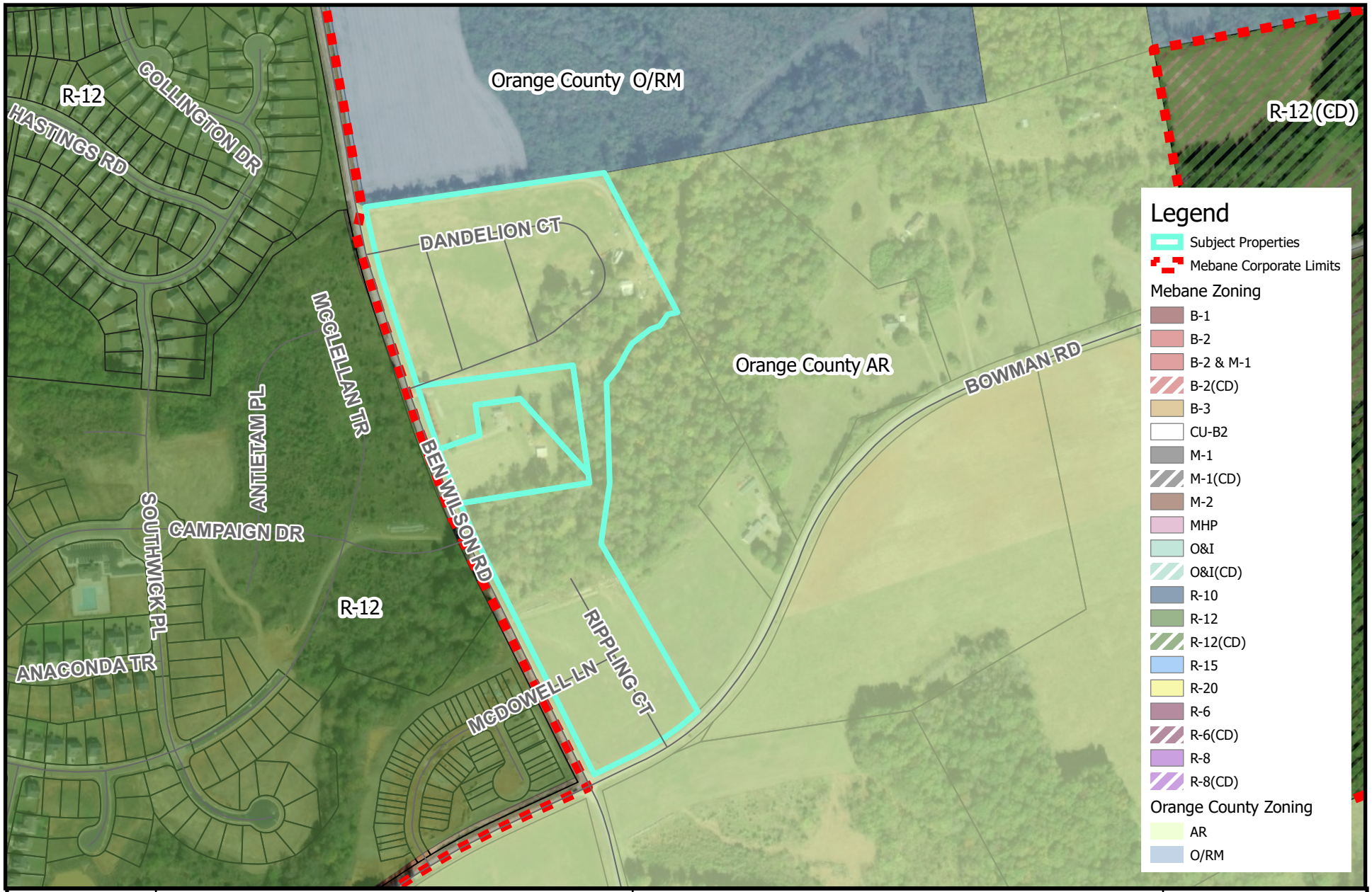
**3. We acknowledge that any zoning vested rights acquired pursuant to G.S. 160A-385.1 or or G.S. 153A-344.1 must be declared and identified on this petition. We further acknowledge that failure to declare such rights on this petition shall result in a termination of vested rights previously acquired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

Name	Address	Do you declare vested rights (Yes or No)	Signature
			CONTRACT PURCHASER: BEN WILSON ROAD, LLC
1. NADINE R. WILSON HEILS	900 BEN WILSON ROAD MEBANE, NC 27302	No	
2. J.A. & ALAN WILSON	1002 BEN WILSON ROAD MEBANE, NC 27302	No	DocuSigned by: Alan Wilson A55D1C001522470... DocuSigned by: FBAE58FD13654BB...
3. J.A. & ALAN WILSON	1010 BEN WILSON ROAD MEBANE, NC 27302	No	DocuSigned by: Alan Wilson A55D1C001522470... DocuSigned by: FBAE58FD13654BB...

*Municipality may wish to require metes and bounds description or map. (Provide 2 paper copies, an electronic copy and 3 mylars)

**This is one possible format for zoning vested rights declaration. This language may require modification to reflect the requirements of the municipal zoning vested rights ordinance, if any.


900 BEN WILSON RD
9824434841
1002 BEN WILSON RD
9824435349
1010 BEN WILSON RD
9824435147
BEN WILSON RD
BOWMAN RD



CITY OF MEBANE
ZONING MAP

SUBJECT PROPERTIES
MEADOWSTONE TOWNHOMES

1 inch = 450 feet

DATE: 6/03/2021

DRAWN BY: AV

PRELIMINARY PLANS
FOR
MEADOWSTONE TOWNHOMES

900 BEN WILSON ROAD
MEBANE, NORTH CAROLINA 27302

TRC SUBMITTAL #1 JUNE 8, 2020
TRC SUBMITTAL #2 FEBRUARY 9, 2021
TRC SUBMITTAL #3 MARCH 23, 2021
TRC SUBMITTAL #4 APRIL 27, 2021
TRC SUBMITTAL #5 JUNE 4, 2021
TRC SUBMITTAL #6 JULY 13, 2021
TRC SUBMITTAL #7 JULY 30, 2021

SHEET INDEX

Sheet Title	Sheet Number
COVER SHEET	C-1
EXISTING CONDITIONS PLAN	C-2
OVERALL SITE PLAN	C-3
SITE & UTILITY PLAN PH I & II	C-4
SITE & UTILITY PLAN PH III	C-5
GRADING & STORM DRAINAGE PLAN PH I & II	C-6
GRADING & STORM DRAINAGE PLAN PH III	C-7
LANDSCAPE PLAN PHASE I & II	L-1
LANDSCAPE PLAN PHASE III	L-2
LANDSCAPE DETAILS	L-3
SITE DETAILS	D-1

SITE INFORMATION

OWNER: ALAN& ROBIN WILSON AND
JOSEPH JR. & JOANNIE WILSON
101 SAM SNEAD DRIVE
MEBANE, NC 27302
&
NADINE WILSON HEIRS
C/O SAMUEL WILSON, JR.
4222 OLD HILLSBOROUGH ROAD
MEBANE, NC 27302

DEVELOPER: BEN WILSON ROAD, LLC
320 EXECUTIVE COURT
HILLSBOROUGH, NC 27278
(919) 732-3883 (PHONE)
JAMES PARKER, JR.

PIN: 9824-43-4841, 9824-43-5349, 9824-43-5147
REFERENCE: DB 6580, PG 240 & DB 6580, PG 237
LAND AREA: 21.2, 2.01, 2.37 = 25.58 ACRES

PROPERTY ADDRESS: 900, 1002 & 1010 BEN WILSON ROAD
MEBANE, NC

PROPERTY IS NOT LOCATE WITHIN MEBANE ETJ
EXISTING ZONING: AR (ORANGE COUNTY)
PROPOSED ZONING: R-8 (CD)
CURRENT USE: RESIDENTIAL
PROPOSED USE: TOWN HOUSE DWELLINGS

JURISDICTION: MEBANE
STATE: NORTH CAROLINA

WATERSHED: HAW CREEK (UNPROTECTED)

TOWNHOMES ALLOWED w/ REZONING: 10/AC. = 255

PROPOSED TOWNHOMES: 147 UNITS (X 3 BR/UNIT = 441 BR)

PROPOSED MINIMUM LOT AREA: 2,100 SF

PROPOSED DENSITY: 5.74 D.U./ACRE

IMPERVIOUS AREA	PH I&II	PH III
TOWNHOMES	106 X 1,700 = 180,200 SF	41 X 1,700 = 69,700SF
PUBLIC R/W & SIDEWALKS	120,101 SF	52,889 SF
MULTI-USE PATH	24,840 SF	8,260 SF
AMENITY CENTER		
PARKING	13,826 SF	4,057 SF
SIDEWALK	1,424 SF	
BUILDING	1,000 SF	
TOTAL	341,391 SF	134,906 SF

TOTAL IMPERVIOUS PROVIDED FOR ALL PHASES = 476,297 SF (10.93 AC) 42.75 %

DISTURBED AREA:
PHASE I&II: 686,742 SF (15.77 AC.)
PHASE III: 256,025 SF (5.88 AC)
TOTAL: 942,767 SF (21.65 AC)
UNDISTURBED AREA: 171,190 SF (3.93 AC)
SLOPE> 15% : 113,458 SF (2.60 AC)
AREA IN STREAM BUFFER: 176,345 SF (4.04 AC)

PRIVATE COMMON OPEN SPACE
REQUIRED: 500 SF / UNIT X 147 UNITS = 73,500 SF (1.69 AC)
PROVIDED: (TOTAL) = 11.95 (46.72%)
ACTIVE (PUBLIC AND PRIVATE RECREATION SPACE): 1.85 AC.
PASSIVE (NON-RECREATIONAL HOA PROPERTY): 10.10 AC.

RECREATION SPACE:
PRIVATE RECREATION SPACE PROVIDED:
TOTAL PRIVATE RECREATION SPACE PROVIDED (INCLUDING AMENITY CENTER, PARKING, PLAY GROUND, GREEN SPACE & DOG PARK) = 0.75 AC

PUBLIC RECREATION SPACE REQUIRED: (147 LOTS) X (1/35 AC./LOT) = 4.20 AC.
PUBLIC RECREATION SPACE PROVIDED:
(3,310 LF GREENWAY/MULTI-USE PATH) X (14 FT. WIDE EASEMENT) = 1.06 AC.

NOTE: PUBLIC RECREATION SPACE DEFICIT: DEVELOPER WISHES TO HAVE THIS DEFICIT MAKE UP BY PROVIDING THE MUITI-USE PATHS THROUGHOUT THE DEVELOPMENT. IF THIS IS NOT POSSIBLE A PAYMENT IN LIEU WILL BE PROVIDED IN THE AMOUNT OF $30,367 (3.14 AC X $9,671/AC).

PARKING:
REQUIRED: 147 - THREE BR UNITS X 2.5 SP/UNIT = 368 SPACES
PROVIDED: 147 - THREE BR UNITS X 2 SP./UNIT
(1 DRIVEWAY & 1 GARAGE) = 294 SPACES
90° PARKING SPACES ALONG PUBLIC ROADS, MAIL KIOSK AND AMENITY CENTER = 85 SPACES
TOTAL (INCLUDED 2 VAN ACC. SPACE) = 379 SPACES

ROADS & RIGHT-OF-WAYS

	PHASE I&II	PHASE III	TOTAL
LINEAR FEET OF PUBLIC ROADS:	2,487 LF	884 LF	3,371 LF
AREA OF NEW PUBLIC R/W:	119,738 SF	51,422 SF	171,160 SF

CITY OF MEBANE PUBLIC WATER, SANITARY SEWER, & ROADWAYS SHALL BE PROVIDED FOR THIS DEVELOPMENT.

	PHASE I&II	PHASE III	BEN WILSON RD.	TOTAL
PUBLIC WATER MAIN:	2,586 LF	869 LF	995 LF	4,450 LF
PUBLIC SAN. SEWER:	2,419 LF	879 LF		3,298 LF
PUBLIC SIDEWALK:	4,668 LF	983 LF		5,651 LF
PUBLIC MULTI-USE PATH:	2,637 LF	810 LF		3,447 LF
STORM DRAINAGE	2,863 LF	808 LF	343 LF	4,014 LF

PROPOSED BUILDING SETBACKS (R-8 CD)

	PROPOSED
FRONT:	20 FT.
SIDE:	8 FT.
REAR:	15 FT.
CORNER:	10 FT.

STANDARD R-8 TOWN HOUSE (SEC. 4-7.3 F) ZONING SETBACKS (NOT USED)
FRONT: 30 FT.
SIDE: 15 FT.
REAR: 20 FT.
CORNER: 18 FT.

OWNER:
ALAN& ROBIN WILSON AND
JOSEPH JR. & JOANNIE WILSON
101 SAM SNEAD DRIVE
MEBENE, NC 27302
&
SAMUEL WILSON, JR. (NADINE WILSON HEIRS)
4222 OLD HILLSBOROUGH ROAD
MEBANE, NC 27302

DEVLOPER
BEN WILSON ROAD, LLC
c/o JAMES PARKER, JR.
320 EXECUTIVE COURT
HILLSBOROUGH, NC 27278
(919) 732- 3883 (PHONE)
james.parker@summitde.net

SURVEY CONTACT
SUMMIT DESIGN & ENGINEERING SERVICES
THOMAS TELLUP, PLS
320 EXECUTIVE COURT
HILLSBOROUGH, NC 27278
(919) 732-3883 (PHONE)
(919) 732-6676 (FAX)
THOMAS.TELLUP@SUMMITDE.NET

ENGINEER CONTACT
SUMMIT DESIGN & ENGINEERING SERVICES
TIMOTHY A. SMITH, PE, PLS
320 EXECUTIVE COURT
HILLSBOROUGH, NC 27278
(919) 732-3883 (PHONE)
(919) 732-6676 (FAX)
TIM.SMITH@SUMMITDE.NET

PUBLIC SERVICE CONTACTS :

WATER: CITY OF MEBANE PUBLIC WORKS DEPT.
KYLE SMITH, P.E.
636 CORRIGIDOR STREET
MEBANE, NC 27302
(919) 563-3401

SEWER: CITY OF MEBANE PUBLIC WORKS DEPT.
KYLE SMITH, P.E.
636 CORRIGIDOR STREET
MEBANE, NC 27302
(919) 563-3401

FIRE: CITY OF MEBANE
BOB LOUIS, CHIEF
450 N. FIRST STREET
MEBANE, NC 27302
(919) 563-5718

GAS: PSNC ENERGY / DOMINION ENERGY
BRIAN SMITH
2541 WHILDEN DRIVE
DURHAM, NC 27713
(919) 598-7454
BRIAN.SMITH@SCANA.COM

ELECTRIC: PIEDMONT ELECTRIC
2500 S. NC 86
MEBANE, NC 27302
(336) 732-2123

TELEPHONE: AT&T
AARON BOYKINS
(336) 508-3237

STATE ROADWAYS: NCDOT - DIVISION 7, DISTRICT 1
CHARLES N. EDWARDS (CHUCK), PE
DISTRICT ENGINEER
115 E. CRESCENT SQUARE DRIVE
PO BOX 766
GRAHAM, NC 27253
(336) 570-6833

PLANNING: CITY OF MEBANE
CY STOBER, AICP
DEVELOPMENT DIRECTOR
102 S. 5TH STREET
MEBANE, NC 27302
(919) 563-9990

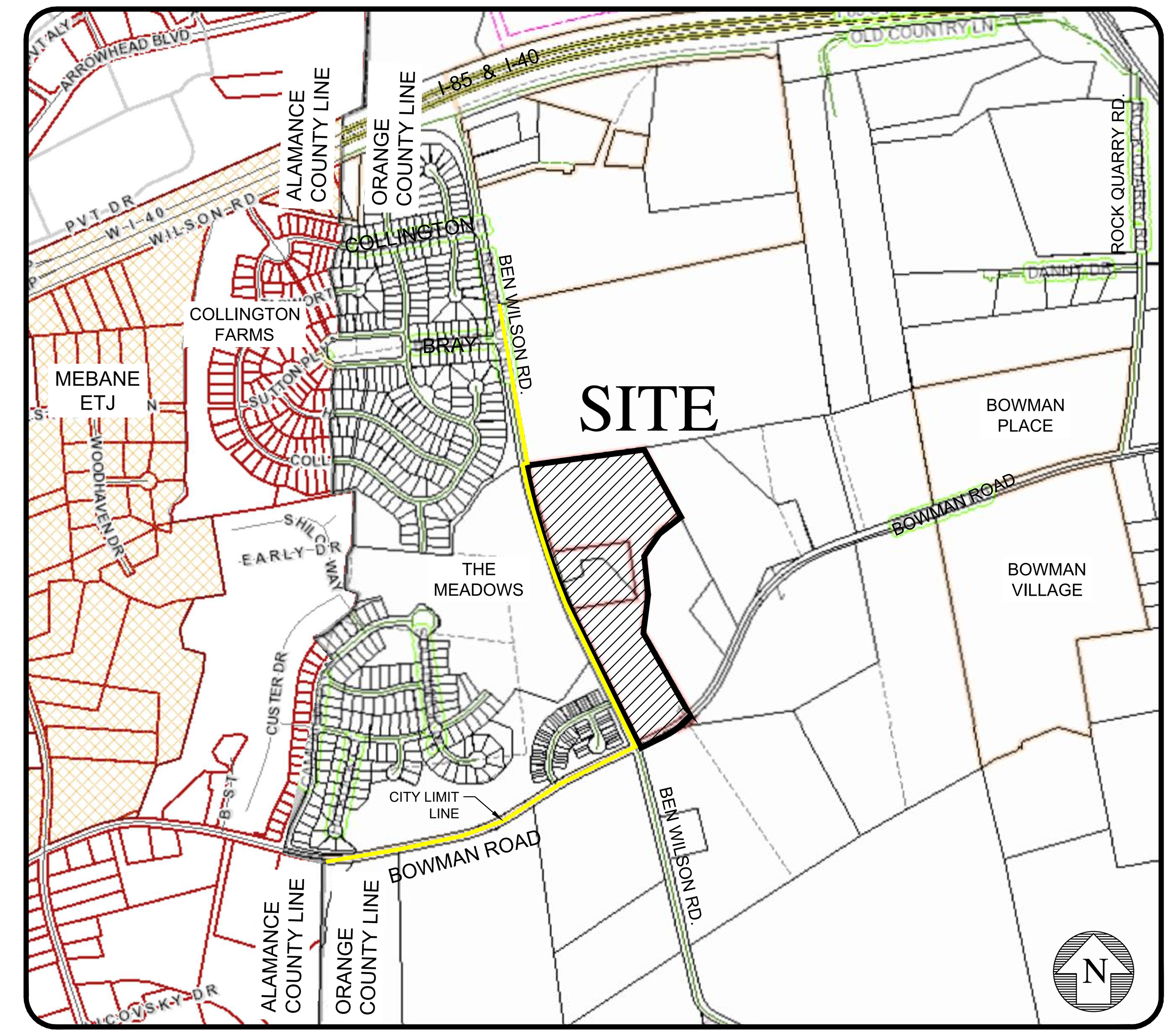
SOLID WASTE: CITY OF MEBANE PUBLIC WORKS DEPT.
106 E. WASHINGTON STREET
MEBANE, NC 27302
(919) 563-5901

RECYCLING: WASTE INDUSTRIES
703 E. GILBREATH STREET
GRAHAM, NC 27253
(336) 229-0525

EROSION CONTROL: ORANGE COUNTY PLANNING & INSPECTIONS DEPT.
STEVE KALTENBACH
EROSION CONTROL & STORMWATER OFFICER II
131 W. MARGARET LANE
HILLSBOROUGH, NC 27278
(919) 245-2587

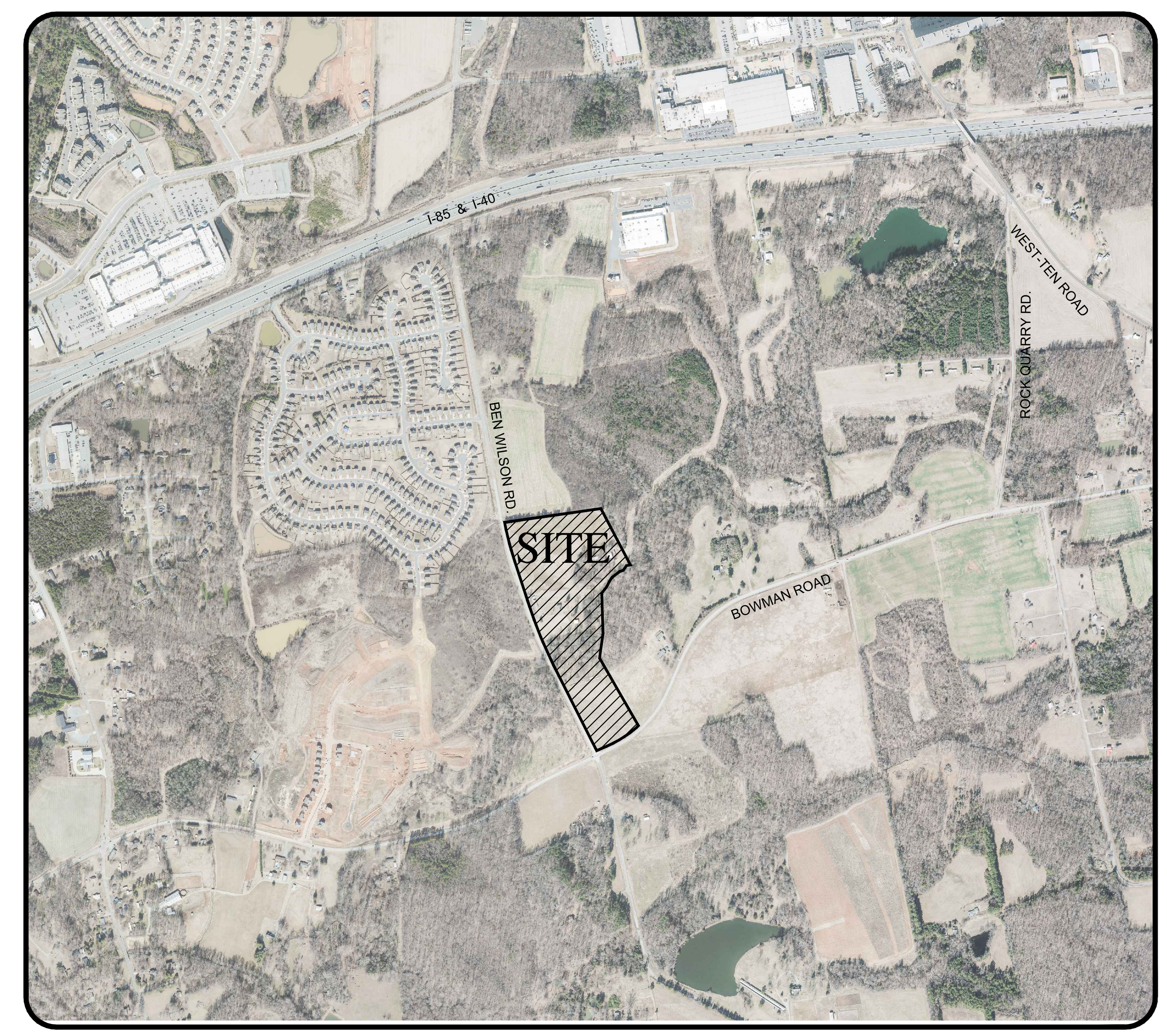
TRC NOTES:

1. ALL NEW ROADS WILL BE BUILT TO CITY STANDARDS AND MAINTAINED BY THE CITY OF MEBANE AFTER FINAL ACCEPTANCE.
2. THIS SUBDIVISION WILL BE PHASED AS SHOWN ON THE PLANS. THE END OF EACH PHASE SHALL PROVIDE SOME TYPE OF TURNAROUND FOR SERVICE AND EMERGENCY VEHICLES, THAT WILL BE APPROVED BY THE CITY OF MEBANE WITH THE CONSTRUCTION DRAWINGS.
3. THIS PROJECT IS SUBJECT TO REZONING AND ANNEXATION BY THE CITY OF MEBANE.
4. A TIA HAS BEEN APPROVED BY THE CITY OF MEBANE AND NCDOT.
5. TWO ENTRANCE FEATURES SHALL BE PROVIDED AT EACH ENTRANCE INTO THE SITE.
6. ANY AMENITY AREA, AND STORMWATER CONTROL MEASURES SHALL BE SCREENED WITH LANDSCAPING AND/OR BERMS. ALSO, THE RECREATION AREA SHALL BE SCREENED FROM THE RESIDENTIAL LOTS WITHIN THE SITE. ALL SCREENING SHALL BE IN ACCORDANCE WITH THE MEBANE UDO AND INCLUDED WITH THE LANDSCAPING PLANS PROVIDED FOR APPROVAL BY THE CITY OF MEBANE. ANY STORMWATER CONTROL MEASURES THAT POND OR HOLD 2 FEET OF WATER SHALL BE FENCED FOR SAFETY.
7. MAINTENANCE OF ALL COMMON AREAS WILL BE THE RESPONSIBILITY OF THE HOA FOR THIS SUBDIVISION.
8. THE LIMITS OF DISTURBANCE WILL TYPICALLY FOLLOW THE GRADING LIMITS. ALL OPEN SPACES AND UNDISTURBED AREAS WILL BE FENCED OFF ALONG TREE CANOPIES TO PRESERVE EXISTING VEGETATION WHERE SHOWN ON THE PLANS.
9. THE SUBDIVISION ROAD NAMES SHOWN HEREON HAVE BEEN APPROVED BY BOTH ALAMANCE COUNTY AND ORANGE COUNTY.
10. OPEN SPACE SHALL NOT BE USED FOR FUTURE STRUCTURES EXCEPT FOR INTENDED RECREATIONAL PURPOSES AND IS ACCESSIBLE TO ALL RESIDENTS OF THIS DEVELOPMENT OR GENERAL PUBLIC.
11. ALL NOTED PRIVATE COMMON ELEMENTS, INCLUDING BUT NOT LIMITED TO THE PRIVATE RECREATION AMENITIES, ENTRANCE FEATURES, STORMWATER CONTROL MEASURES AND STREET TREES ARE THE RESPONSIBILITY OF THE HOMEOWNERS ASSOCIATION (HOA)
12. THE CURRENT PLANS INDICATE PRELIMINARY DRAINAGE EASEMENTS OVER PIPES AND ENGINEERED SWALES. AS PHASED CONSTRUCTION DRAWINGS ARE FINALIZED ALL DRAINAGE WAYS (5 CFS OR MORE) SHALL HAVE A DEDICATED DRAINAGE EASEMENT PER THE CITY OF MEBANE STORM SEWER DESIGN MANUAL WHETHER PIPED OR UN-PIPED.
13. THIS PROJECT WILL BE SUBJECT TO THE CITY OF MEBANE REGULATIONS FOR HIGH DENSITY STORMWATER, BUFFER, AND STORM DRAINAGE DESIGN. A FLOOD STUDY WILL BE REQUIRED ALONG WITH A FLOODPLAIN (NON-FEMA) PERMIT.
14. A WAIVER IS BEING REQUESTED BY THE DEVELOPER TO PREVENT PROVIDING A STUB ROAD TO THE ADJACENT INDUSTRIAL TRACT.
15. STREET LIGHTING AND ASSOCIATED CONDUIT LOCATION WILL BE PROVIDED DURING THE CONSTRUCTION DRAWING APPROVAL PROCESS WHEN DUKE ENERGY CAN PROVIDE THIS INFORMATION.
16. ALL OFF-STREET PARKING AREAS THAT ARE ADJACENT TO TOWNHOME LOTS/UNITS SHALL BE SCREENED WITH A TYPE 'B' BUFFER. THE DETAILS OF THE BUFFERS AND PLANTINGS SHALL BE PROVIDED AT THE TIME OF CONSTRUCTION PLAN SUBMITTAL AND REVIEW.



VICINITY MAP
SCALE: 1" = 2000'

PARCELS
PIN: 9824-43-4841, 9824-43-5147 & 9824-43-5349
PB 79, PG 194 - PB 81, PG 58 - PB 115, PG 86
ZONING : AR (ORANGE COUNTY)
25.58 ACRES



SITE LOCATION MAP
SCALE: 1" = 1000'

CONSTRUCTION BUILD-OUT SCHEDULE

PHASE	# OF UNITS	APPROX. COMPLETION
I	38	FALL 2022
II	68	FALL 2023
III	41	FALL 2024

			DATE	BY
7				
6	PER TRC COMMENTS		7/30/21	GS
5	PER TRC COMMENTS		7/13/21	GS
4	PER TRC COMMENTS		6/04/21	GS
3	PER TRC COMMENTS		4/27/21	GS
2	PER TRC COMMENTS		3/23/21	GS
1	PER TRC COMMENTS		2/9/21	GS

REVISIONS

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DRAWING ALTERATION
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PROJECT ENGINEER/ARCHITECT
TAS (TIM.SMITH@SUMMITDE.NET)
PROJECT MANAGER
RFH (RANDY.HALL@SUMMITDE.NET)
DRAWN BY
DON.CHITTY@SUMMITDE.NET)
FIRST ISSUE DATE
06-08-2020

NOT FOR CONSTRUCTION
PRELIMINARY
NORTH CAROLINA PROFESSIONAL SEAL 030517 ENGINEER TIMOTHY A. SMITH

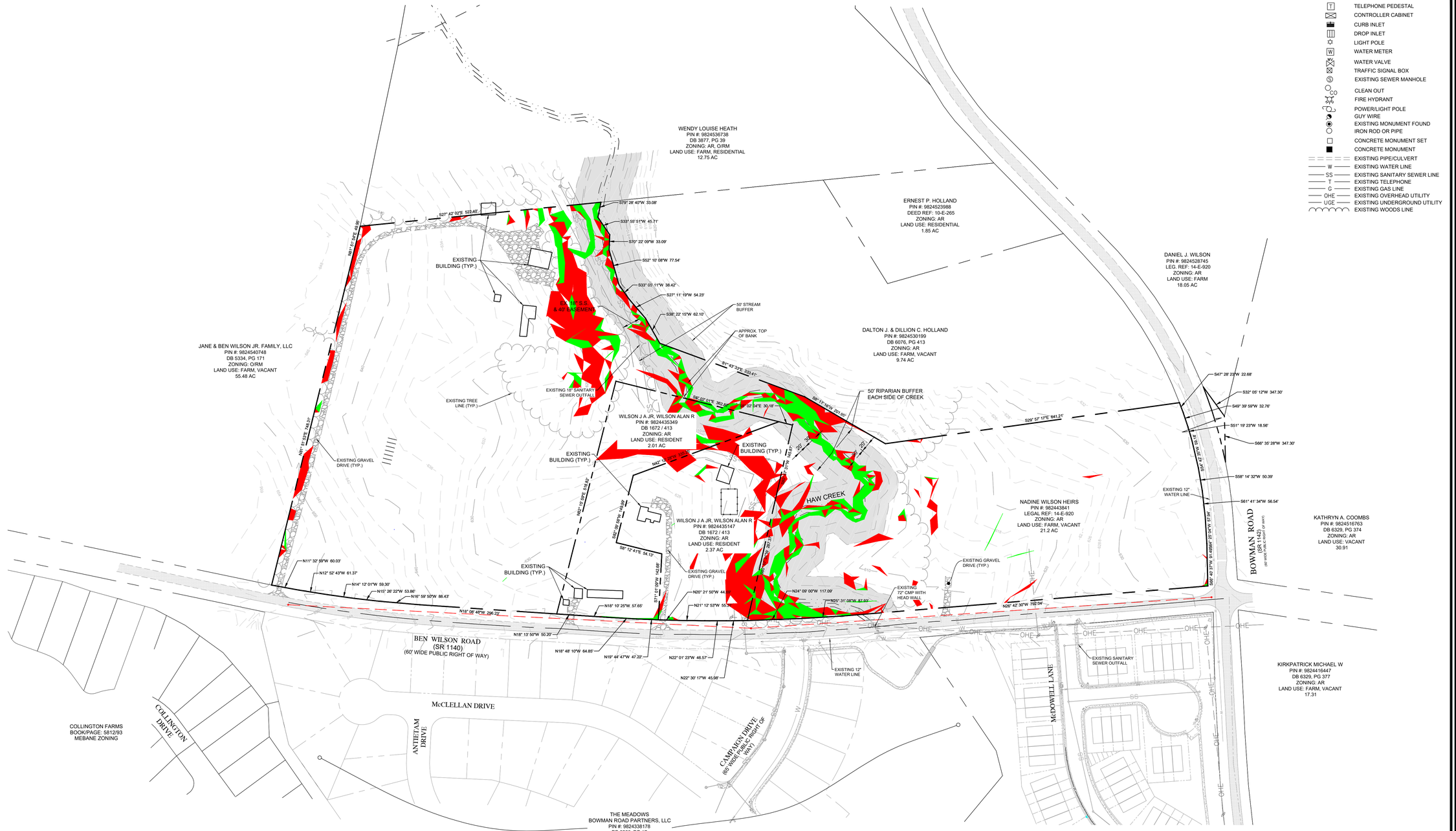
SUMMIT
DESIGN AND ENGINEERING SERVICES
State License #: P-0339
320 Executive Court
Hillsborough, NC 27278
Voice: (919) 732-3883 Fax: (919) 732-6676
www.summitde.net

PRELIMINARY PLANS
MEADOWSTONE TOWNHOMES
900 BEN WILSON ROAD
MEBANE, NORTH CAROLINA 27302

COVER SHEET

PROJECT NO.
20-0089
DRAWING NAME:
20-0089_CS.dwg
SHEET NO.
C-1

N:\2020\20-0089.010 Ben Wilson Rd LLC - Meadowstone Townhomes Subdiv\Civil\Current Drawings\20-0089_CS.dwg, C-1 COVER SHEET, 7/30/2021 3:41:14 PM, govinda.sedhay, 1:1



Slopes Table				
Number	Minimum Slope	Maximum Slope	Color	2D AREA
1	15.00%	24.99%		79686 SF
2	25.00%	100.00%		33772 SF

Know what's below. Call before you dig.

CONTRACTOR SHALL NOTIFY "NC811" (811) OR (1-800-632-4949) AT LEAST 3 FULL BUSINESS DAYS PRIOR TO BEGINNING CONSTRUCTION OR EXCAVATION TO HAVE EXISTING UTILITIES LOCATED. CONTRACTOR SHALL CONTACT ANY LOCAL UTILITIES THAT PROVIDE THEIR OWN LOCATOR SERVICES INDEPENDENT OF "NC811". REPORT ANY DISCREPANCIES TO THE ENGINEER IMMEDIATELY.

NOTES:

1. ALL ZONING REFERENCES EAST OF BEN WILSON ROAD ARE FOR ORANGE COUNTY, N.C.
2. ALL EXISTING BUILDINGS WITHIN THE SUBJECT BOUNDARY WILL BE REMOVED AS PART OF THE SITE CONSTRUCTION, ALONG WITH THEIR WELLS, SEPTIC SYSTEMS AND UNDERGROUND AND OVERHEAD ELECTRICAL & PHONE SERVICES ETC.
3. INTERIOR LOT LINES WILL BE ABANDONED DURING FINAL PLAT STAGE FOR THIS SITE.
4. SITE BOUNDARY INFORMATION TAKEN FROM PLATS ON RECORD.
5. SITE TOPOGRAPHY TAKEN FROM LIDAR.

GRAPHIC SCALE
50 0 25 50 100 200
(IN FEET)
1 inch = 100 ft.

7			
6	PER TRC COMMENTS	7/30/21	GS
5	PER TRC COMMENTS	7/13/21	GS
4	PER TRC COMMENTS	6/04/21	GS
3	PER TRC COMMENTS	4/27/21	GS
2	PER TRC COMMENTS	3/23/21	GS
1	PER TRC COMMENTS	2/9/21	GS
	REVISIONS	DATE	BY

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DRAWING ALTERATION
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PROJECT ENGINEER/ARCHITECT
TAS (TIM.SMITH@SUMMITDE.NET)
PROJECT MANAGER
RFH (RANDY.HALL@SUMMITDE.NET)
DRAWN BY
DON.CHITTY@SUMMITDE.NET)
FIRST ISSUE DATE
06-08-2020

NOT FOR CONSTRUCTION
NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 040017 TIMOTHY A. SMITH
PRELIMINARY

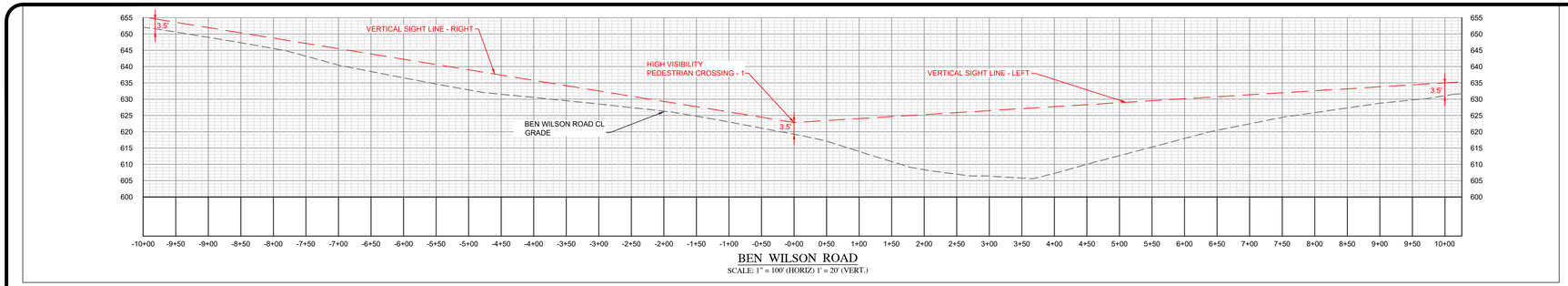
SUMMIT
DESIGN AND ENGINEERING SERVICES
State License #: P-0339
320 Executive Court
Hillsborough, NC 27278
Voice: (919) 732-3883 Fax: (919) 732-6676
www.summitde.net

PRELIMINARY PLANS
MEADOWSTONE TOWNHOMES
900 BEN WILSON ROAD
MEBANE, NORTH CAROLINA 27302

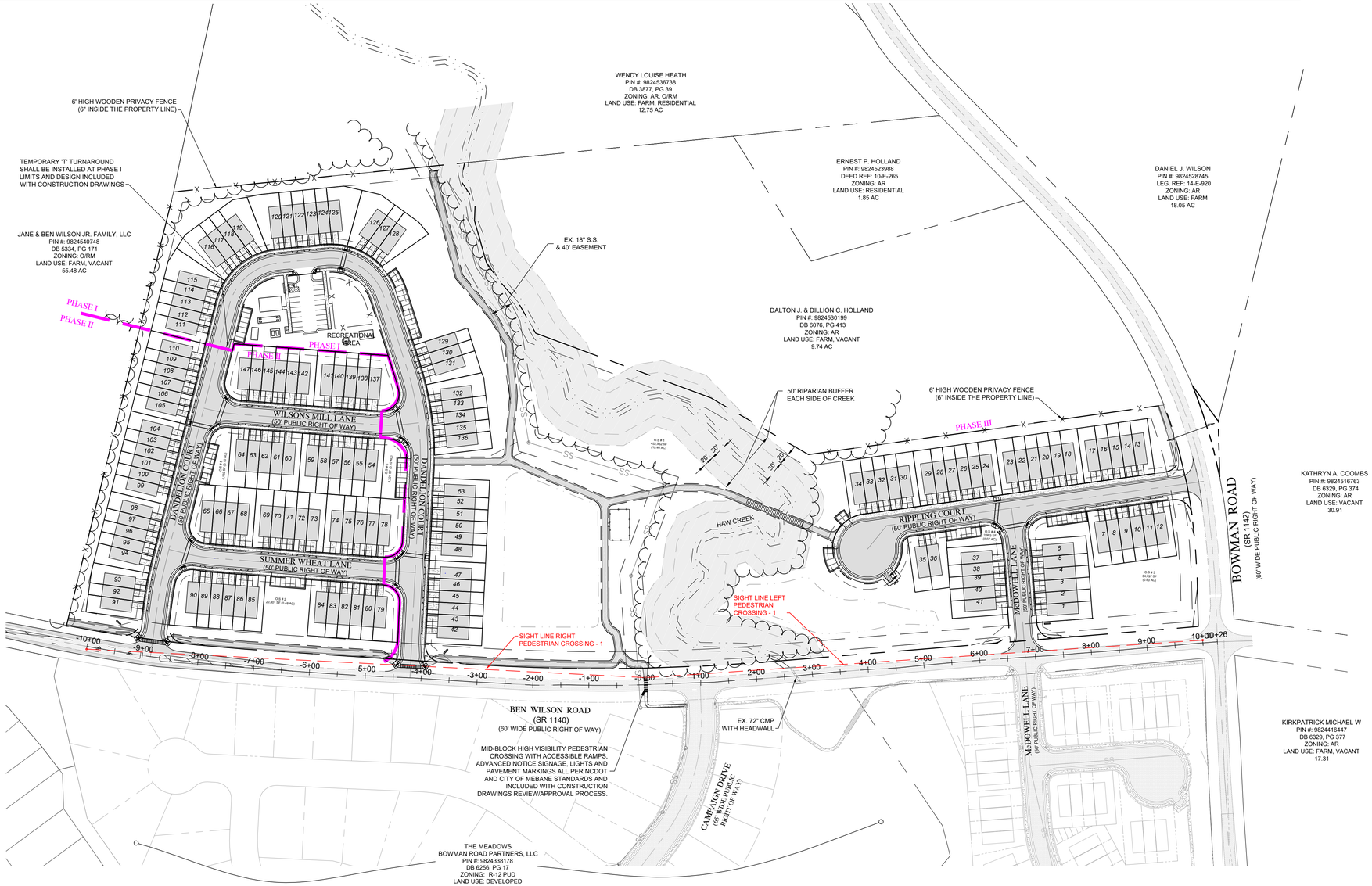
EXISTING CONDITIONS PLAN

PROJECT NO.
20-0089
DRAWING NAME:
20-0089_XC.dwg
SHEET NO.
C-2

N:\2020\20-0089-010 Ben Wilson Rd LLC - Meadowstone Townhomes Subdv\Civil\Layout Drawings\20-0089_XC.dwg, C-2 EXISTING CONDITIONS PLAN, 7/30/2021 1:42:13 PM, gionnola.wilfley, 1:1



BEN WILSON ROAD
SCALE: 1" = 100' (HORIZ) 1" = 20' (VERT.)



LOT TABLE					
1	3133 SF *(0.07 AC)*	54	3294 SF *(0.08 AC)*	101	2133 SF *(0.05 AC)*
2	2133 SF *(0.05 AC)*	55	2240 SF *(0.05 AC)*	102	2133 SF *(0.05 AC)*
3	2133 SF *(0.05 AC)*	56	2239 SF *(0.05 AC)*	103	2133 SF *(0.05 AC)*
4	2133 SF *(0.05 AC)*	57	2240 SF *(0.05 AC)*	104	3133 SF *(0.07 AC)*
5	2132 SF *(0.05 AC)*	58	2240 SF *(0.05 AC)*	105	3133 SF *(0.07 AC)*
6	3132 SF *(0.07 AC)*	59	3289 SF *(0.08 AC)*	106	2133 SF *(0.05 AC)*
13	3102 SF *(0.07 AC)*	60	3290 SF *(0.08 AC)*	107	2133 SF *(0.05 AC)*
14	2112 SF *(0.05 AC)*	61	2239 SF *(0.05 AC)*	108	2133 SF *(0.05 AC)*
15	2112 SF *(0.05 AC)*	62	2240 SF *(0.05 AC)*	109	2133 SF *(0.05 AC)*
16	2112 SF *(0.05 AC)*	63	2240 SF *(0.05 AC)*	110	3133 SF *(0.07 AC)*
17	3102 SF *(0.07 AC)*	64	3290 SF *(0.08 AC)*	111	3133 SF *(0.07 AC)*
18	3102 SF *(0.07 AC)*	65	3598 SF *(0.08 AC)*	112	2133 SF *(0.05 AC)*
19	2112 SF *(0.05 AC)*	66	2239 SF *(0.05 AC)*	113	2133 SF *(0.05 AC)*
20	2112 SF *(0.05 AC)*	67	2240 SF *(0.05 AC)*	114	2141 SF *(0.05 AC)*
21	2112 SF *(0.05 AC)*	68	3290 SF *(0.08 AC)*	115	4296 SF *(0.10 AC)*
22	2112 SF *(0.05 AC)*	69	3290 SF *(0.08 AC)*	116	4328 SF *(0.10 AC)*
23	3102 SF *(0.07 AC)*	70	2240 SF *(0.05 AC)*	117	2146 SF *(0.05 AC)*
24	3102 SF *(0.07 AC)*	71	2240 SF *(0.05 AC)*	118	2146 SF *(0.05 AC)*
25	2112 SF *(0.05 AC)*	72	2240 SF *(0.05 AC)*	119	4462 SF *(0.10 AC)*
26	2112 SF *(0.05 AC)*	73	3290 SF *(0.08 AC)*	120	4401 SF *(0.10 AC)*
27	2112 SF *(0.05 AC)*	74	3290 SF *(0.08 AC)*	121	2133 SF *(0.05 AC)*
28	2112 SF *(0.05 AC)*	75	2240 SF *(0.05 AC)*	122	2133 SF *(0.05 AC)*
29	3102 SF *(0.07 AC)*	76	2240 SF *(0.05 AC)*	123	2133 SF *(0.05 AC)*
30	3102 SF *(0.07 AC)*	77	2239 SF *(0.05 AC)*	124	2137 SF *(0.05 AC)*
31	2112 SF *(0.05 AC)*	78	4454 SF *(0.10 AC)*	125	4735 SF *(0.11 AC)*
32	2112 SF *(0.05 AC)*	79	4230 SF *(0.10 AC)*	126	4758 SF *(0.11 AC)*
33	2112 SF *(0.05 AC)*	80	2133 SF *(0.05 AC)*	127	2146 SF *(0.05 AC)*
34	3131 SF *(0.07 AC)*	81	2133 SF *(0.05 AC)*	128	4186 SF *(0.10 AC)*
35	3131 SF *(0.07 AC)*	82	2133 SF *(0.05 AC)*	129	2133 SF *(0.05 AC)*
36	3451 SF *(0.08 AC)*	83	2133 SF *(0.05 AC)*	130	2133 SF *(0.05 AC)*
37	3118 SF *(0.07 AC)*	84	3133 SF *(0.07 AC)*	131	3641 SF *(0.08 AC)*
38	2133 SF *(0.05 AC)*	85	3133 SF *(0.07 AC)*	132	3713 SF *(0.09 AC)*
39	2133 SF *(0.05 AC)*	86	2133 SF *(0.05 AC)*	133	2141 SF *(0.05 AC)*
40	2133 SF *(0.05 AC)*	87	2133 SF *(0.05 AC)*	134	2135 SF *(0.05 AC)*
41	3133 SF *(0.07 AC)*	88	2133 SF *(0.05 AC)*	135	2143 SF *(0.05 AC)*
42	3133 SF *(0.07 AC)*	89	2140 SF *(0.05 AC)*	136	3208 SF *(0.07 AC)*
43	2133 SF *(0.05 AC)*	90	4483 SF *(0.10 AC)*	137	4598 SF *(0.11 AC)*
44	2133 SF *(0.05 AC)*	91	3133 SF *(0.07 AC)*	138	2133 SF *(0.05 AC)*
45	2133 SF *(0.05 AC)*	92	2134 SF *(0.05 AC)*	139	2133 SF *(0.05 AC)*
46	2133 SF *(0.05 AC)*	93	3389 SF *(0.08 AC)*	140	2133 SF *(0.05 AC)*
47	3133 SF *(0.07 AC)*	94	3371 SF *(0.08 AC)*	141	3133 SF *(0.07 AC)*
48	3133 SF *(0.07 AC)*	95	2133 SF *(0.05 AC)*	142	3133 SF *(0.07 AC)*
49	2133 SF *(0.05 AC)*	96	2133 SF *(0.05 AC)*	143	2133 SF *(0.05 AC)*
50	2133 SF *(0.05 AC)*	97	2133 SF *(0.05 AC)*	144	2133 SF *(0.05 AC)*
51	2133 SF *(0.05 AC)*	98	3133 SF *(0.07 AC)*	145	2133 SF *(0.05 AC)*
52	2133 SF *(0.05 AC)*	99	3133 SF *(0.07 AC)*	146	2133 SF *(0.05 AC)*
53	3133 SF *(0.07 AC)*	100	2133 SF *(0.05 AC)*	147	3853 SF *(0.09 AC)*

OPEN SPACE TABLE		RECREATION AREA
O.S. 1	452,962 SF (10.40 AC)	30,576 SF (0.70 AC)
O.S. 2	20,801 SF (0.48 AC)	
O.S. 3	34,797 SF (0.80 AC)	RIGHT AWAY
O.S. 4	2,993 SF (0.07 AC)	PH I&II 119,738 SF (2.75 AC)
O.S. 5	4,191 SF (0.10 AC)	PH III 51,422 SF (1.18 AC)
O.S. 6	4,221 SF (0.10 AC)	

NOTES:

1. MAIL KIOSKS SHALL BE SCREENED FROM ADJOINING PROPERTIES.
2. CANOPY TREES SHALL BE REPLACED FROM WITH UNDERSTORY TREES UNDER EXISTING OVERHEAD POWER LINES AS REQUIRED.

Know what's below. Call before you dig.

CONTRACTOR SHALL NOTIFY "NC811" (811) OR (1-800-632-4949) AT LEAST 3 FULL BUSINESS DAYS PRIOR TO BEGINNING CONSTRUCTION OR EXCAVATION TO HAVE EXISTING UTILITIES LOCATED. CONTRACTOR SHALL CONTACT ANY LOCAL UTILITIES THAT PROVIDE THEIR OWN LOCATOR SERVICES INDEPENDENT OF "NC811". REPORT ANY DISCREPANCIES TO THE ENGINEER IMMEDIATELY.

GRAPHIC SCALE
50 0 25 50 100 200
(IN FEET)
1 inch = 100 ft.

7			
6	PER TRC COMMENTS	7/30/21	GS
5	PER TRC COMMENTS	7/13/21	GS
4	PER TRC COMMENTS	6/04/21	GS
3	PER TRC COMMENTS	4/27/21	GS
2	PER TRC COMMENTS	3/23/21	GS
1	PER TRC COMMENTS	2/9/21	GS
	REVISIONS	DATE	BY

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PROJECT ENGINEER/ARCHITECT
TAS (TIM.SMITH@SUMMITDE.NET)
PROJECT MANAGER
RFH (RANDY.HALL@SUMMITDE.NET)
DRAWN BY
DON (CHITT)@SUMMITDE.NET)
FIRST ISSUE DATE
06-08-2020

NOT FOR CONSTRUCTION
NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 040017 TIMOTHY A. SMITH
PRELIMINARY

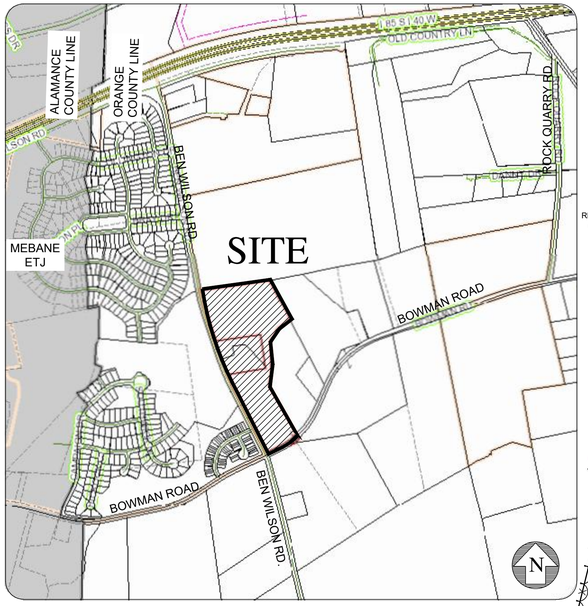
SUMMIT
DESIGN AND ENGINEERING SERVICES
State License #: P-0339
320 Executive Court
Hillsborough, NC 27278
Voice: (919) 732-3883 Fax: (919) 732-6676
www.summitde.net

PRELIMINARY PLANS
MEADOWSTONE TOWNHOMES
900 BEN WILSON ROAD
MEBANE, NORTH CAROLINA 27302

OVERALL SITE PLAN

PROJECT NO.
20-0089
DRAWING NAME:
20-0089_S.dwg
SHEET NO.
C-3

N:\2020\20-0089-010 Ben Wilson Rd LLC - Meadowstone Townhomes Subdiv\Civil\Const Drawings\20-0089_S.dwg, C3-OVERALL SITE PLAN, 7/30/2021 3:45:21 PM, gsevick-ashley, 1:1



VICINITY MAP
SCALE 1" = 2000'

NOTES:

1. MAIL KIOSKS SHALL BE SCREENED FROM ADJOINING PROPERTIES.
2. CANOPY TREES SHALL BE REPLACED FROM WITH UNDERSTORY TREES UNDER EXISTING OVERHEAD POWER LINES AS REQUIRED.

MAIL KIOSK WITH 8-16 CLUSTER BOX UNITS ON A 9'X19' LOADING AREA WITH 1 VAN ACC. SPACE, ACC. SIGNAGE, LOCATING ZONE & WHEEL STOPS

20' BLDG. SETBACK & PERIMETER BUFFER

FIRE HYDRANT WITH IN-LINE 8" GV

RECREATION AREA (30,576 SF 0.7 AC)

COMMUNITY BUILDING (25' X 40')

CONC. CORNHOLE

BIKE RACK

SMALL SHELTER (22' X 12')

CONC OUTDOOR PING PONG

PLAY GROUND

PICNIC SHELTER (25' X 15')

30" STANDARD C&G

FIRE PIT

PHASE I

PHASE II

10' UTILITY EASEMENT

WILSONS MILL LANE (50' PUBLIC RIGHT OF WAY)

DANDELION COURT (50' PUBLIC RIGHT OF WAY)

SUMMER WHEAT LANE (50' PUBLIC RIGHT OF WAY)

O.S # 1 452,962 SF (10.40 AC)

O.S # 2 20,801 SF (0.48 AC)

O.S # 3 4,192 SF (0.10 AC) 8 SPACES

O.S # 4 4,192 SF (0.10 AC) 8 SPACES

O.S # 5 4,221 SF (0.10 AC) 8 SPACES

O.S # 6 4,221 SF (0.10 AC) 8 SPACES

7 SPACES

14 SPACES

9 SPACES

10 SPACES

6 SPACES

FIRE HYDRANT (TYP)

STORMWATER CONROL MEASURE #1 FENCED IF > 2' STORAGE DEPTH

10' ASPHALT MULTI-USE PATH (TYP)

DALTON J. & DILLION C. HOLLAND
PIN #: 9824530199
DB 6076, PG 413
ZONING: AR
LAND USE: FARM, VACANT
9.74 AC

50'RIPARIAN BUFFER EACH SIDE OF CREEK

TIE TO EXISTING M.H.

EX. 18" S.S. & 40' EASEMENT

5' CONC SIDEWALK (TYP)

10' ASPHALT MULTI-USE PATH (TYP) WITH 14' EASEMENT

DOG PARK

10' ASPHALT MULTI- USE PATH (TYP) IN 14' EASEMENT

20' STREETSCAPE BUFFER (TYP)

HAW CREEK

CAMPAIGN DRIVE (60' PUBLIC RIGHT OF WAY)

ALL PARKING AREAS SHALL BE SCREENED FROM ADJACENT PROPERTIES AND STREETS BY EVERGREEN PLANTINGS. SEE LANDSCAPE PLANS.

JANE & BEN WILSON JR. FAMILY, LLC
PIN #: 9824540748
DB 5334, PG 171
ZONING: O/RM
LAND USE: FARM, VACANT
55.48 AC

6' HIGH WOODEN PRIVACY FENCE (6" INSIDE THE PROPERTY LINE)

20' BLDG. SETBACK & PERIMETER BUFFER

SITE IDENTIFICATION SIGN ON ONE SIDE AND DECORATIVE WALL ENTRANCE FEATURE ON THE OTHER-SPECIFICS TO BE DETERMINED WITH CONSTRUCTION DRAWINGS PROCESS.

10' X 70' SIGHT TRIANGLE (TYP)

5' CONC. SIDEWALK (TYP)

10' ASPHALT MULTI-USE PATH (TYP)

30' BLDG. SETBACK

31.0' (B/B)

12" W/L

8" W/L

8" S.S. (TYP)

R/W (TYP)

12" x 8" TEE, 8" GV, 12" X 6" TEE, FIRE HYDRANT ASSEMBLY, 12" GV NEW 8" DIP W/L TO BE BORED & JACKED BENEATH BEN WILSON ROAD

ROAD WIDENING AT ENTRANCE (PER NCDOT STDS.)

10' X 70' SIGHT TRIANGLE (TYP)

EXTEND 12" DIP WATER LINE ACROSS PROPERTY FRONTAGE AS SHOWN

HIGH VISIBILITY CROSSWALK (TYP. EACH ENTRANCE)

12" x 8" TEE, 12" GV NEW 8" DIP W/L TO BE BORED & JACKED BENEATH BEN WILSON ROAD

BEN WILSON ROAD (SR 1140)
(60' WIDE PUBLIC RIGHT OF WAY)

MID-BLOCK HIGH VISIBILITY PEDESTRIAN CROSSING WITH ACCESSIBLE RAMPS, ADVANCED NOTICE SIGNAGE, LIGHTS AND PAVEMENT MARKINGS ALL PER NCDOT AND CITY OF MEBANE STANDARDS AND INCLUDED WITH CONSTRUCTION DRAWINGS REVIEW/APPROVAL PROCESS.

GRAPHIC SCALE
25 0 12.5 25 50 100
(IN FEET)
1 inch = 50 ft.

Know what's below. Call before you dig.

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7			
6	PER TRC COMMENTS	7/30/21	GS
5	PER TRC COMMENTS	7/13/21	GS
4	PER TRC COMMENTS	6/04/21	GS
3	PER TRC COMMENTS	4/27/21	GS
2	PER TRC COMMENTS	3/23/21	GS
1	PER TRC COMMENTS	2/9/21	GS
	REVISIONS	DATE	BY

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PROJECT ENGINEER/ARCHITECT
TAS (TIM.SMITH@SUMMITDE.NET)
PROJECT MANAGER
RFH (RANDY.HALL@SUMMITDE.NET)
DRAWN BY
DCK (CHITY@SUMMITDE.NET)
FIRST ISSUE DATE
06-08-2020

NOT FOR CONSTRUCTION

PRELIMINARY PLANS
NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 30017 TIMOTHY A. SMITH
PRELIMINARY

SUMMIT DESIGN AND ENGINEERING SERVICES
State License #: P-0339
320 Executive Court
Hillsborough, NC 27278
Voice: (919) 732-3883 Fax: (919) 732-6676
www.summitde.net

MEADOWSTONE TOWNHOMES
900 BEN WILSON ROAD
MEBANE, NORTH CAROLINA 27302

SITE & UTILITY PLAN PH I & II

PROJECT NO.
20-0089
DRAWING NAME:
20-0089_S.dwg
SHEET NO.
C-4

N:\2020\20-0089-01\Ben Wilson Rd LLC - Meadowstone Townhomes Stable\Civil\Current Drawings\20-0089_S.dwg, C-4 SITE & UTILITY PLAN PH I & II, 7/30/2021 3:48:22 PM, gcarrick-ashley, 1:1

NOTES:

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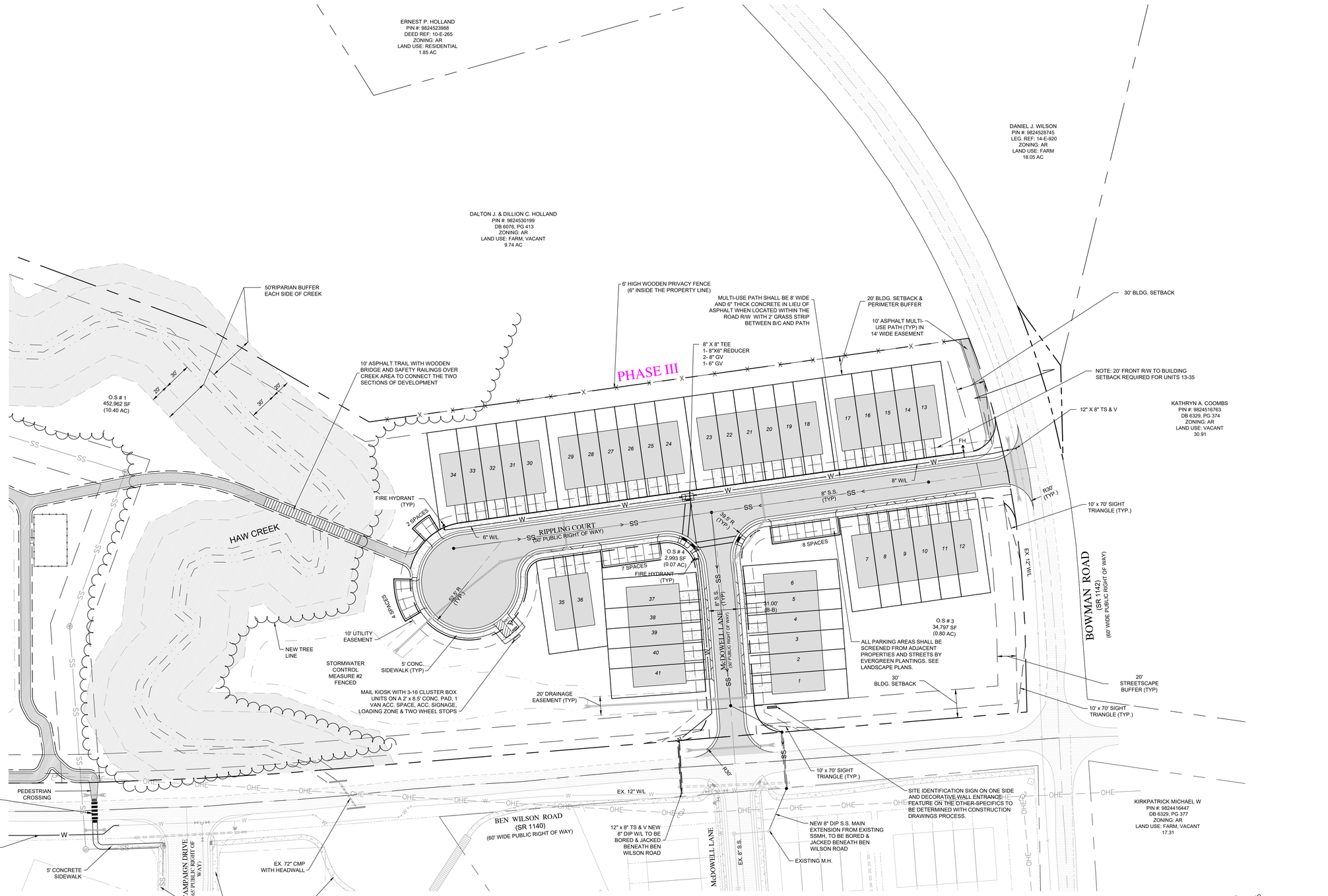

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(IN FEET)
1 inch = 50 ft.

7			
6	PER TRC COMMENTS	7/30/21	GS
5	PER TRC COMMENTS	7/13/21	GS
4	PER TRC COMMENTS	6/04/21	GS
3	PER TRC COMMENTS	4/27/21	GS
2	PER TRC COMMENTS	3/23/21	GS
1	PER TRC COMMENTS	2/9/21	GS
	REVISIONS	DATE	BY

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PROJECT ENGINEER/ARCHITECT
TAS (TIM.SMITH@SUMMITDE.NET)
PROJECT MANAGER
RFH (RANDY.HALL@SUMMITDE.NET)

DRAWN BY
DCK (CHITTY@SUMMITDE.NET)
FIRST ISSUE DATE
06-08-2020

NOT FOR CONSTRUCTION
PRELIMINARY PLAT
NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 050017
TIMOTHY A. SMITH

SUMMIT
DESIGN AND ENGINEERING SERVICES
State License #: P-0339
320 Executive Court
Hillsborough, NC 27278
Office: (919) 732-3883 Fax: (919) 732-6676
www.summitde.net

PRELIMINARY PLANS
MEADOWSTONE TOWNHOMES
900 BEN WILSON ROAD
MEBANE, NORTH CAROLINA 27302

SITE & UTILITY PLAN PH III

PROJECT NO.
20-0089
DRAWING NAME:
20-0089_S.dwg
SHEET NO.
C-5

N:\2020\20-0089 (10 Ben Wilson Rd) LLC - Meadowstone Townhomes Subdiv\Civil\Current Drawings\20-0089_S.dwg, C-5 SITE & UTILITY PLAN PH III, 7/30/2021 1:47:25 PM, gcorvick-ashley, 1:1



811
Know what's below.
Call before you dig.

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NOTES:

1. PIPE SIZES FOR STORM DRAINAGE WILL BE INCLUDED WITH DETAILED DESIGN OF CONSTRUCTION DRAWINGS.
2. SCM'S SHALL HAVE ACCESS EASEMENTS AND ARE NOT SHOWN HEREON.
3. ALL IMPERVIOUS AREAS SHALL DRAIN TO STORM DRAINAGE COLLECTION SYSTEMS AND PIPES TO SCM'S AS REQUIRED. BY-PASS SWALES WILL DIVERT CLEAN WATER AROUND THESE SYSTEMS.

DISTURBED AREAS:
PHASE I&II = 686,742 SF (15.77 AC.)

PHASE III = 256,025 SF (5.88 AC.)

TOTAL = 942,767 SF (21.65 AC)

GRAPHIC SCALE
25 0 12.5 25 50 100
(IN FEET)
1 inch = 50 ft.

7			
6	PER TRC COMMENTS	7/30/21	GS
5	PER TRC COMMENTS	7/13/21	GS
4	PER TRC COMMENTS	6/04/21	GS
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RFH (RANDY.HALL@SUMMITDE.NET)
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DON.CHITTY@SUMMITDE.NET)
FIRST ISSUE DATE
06-08-2020

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State License #: P-0339
320 Executive Court
Hillsborough, NC 27278
Telephone: (919) 732-3883 Fax: (919) 732-6676
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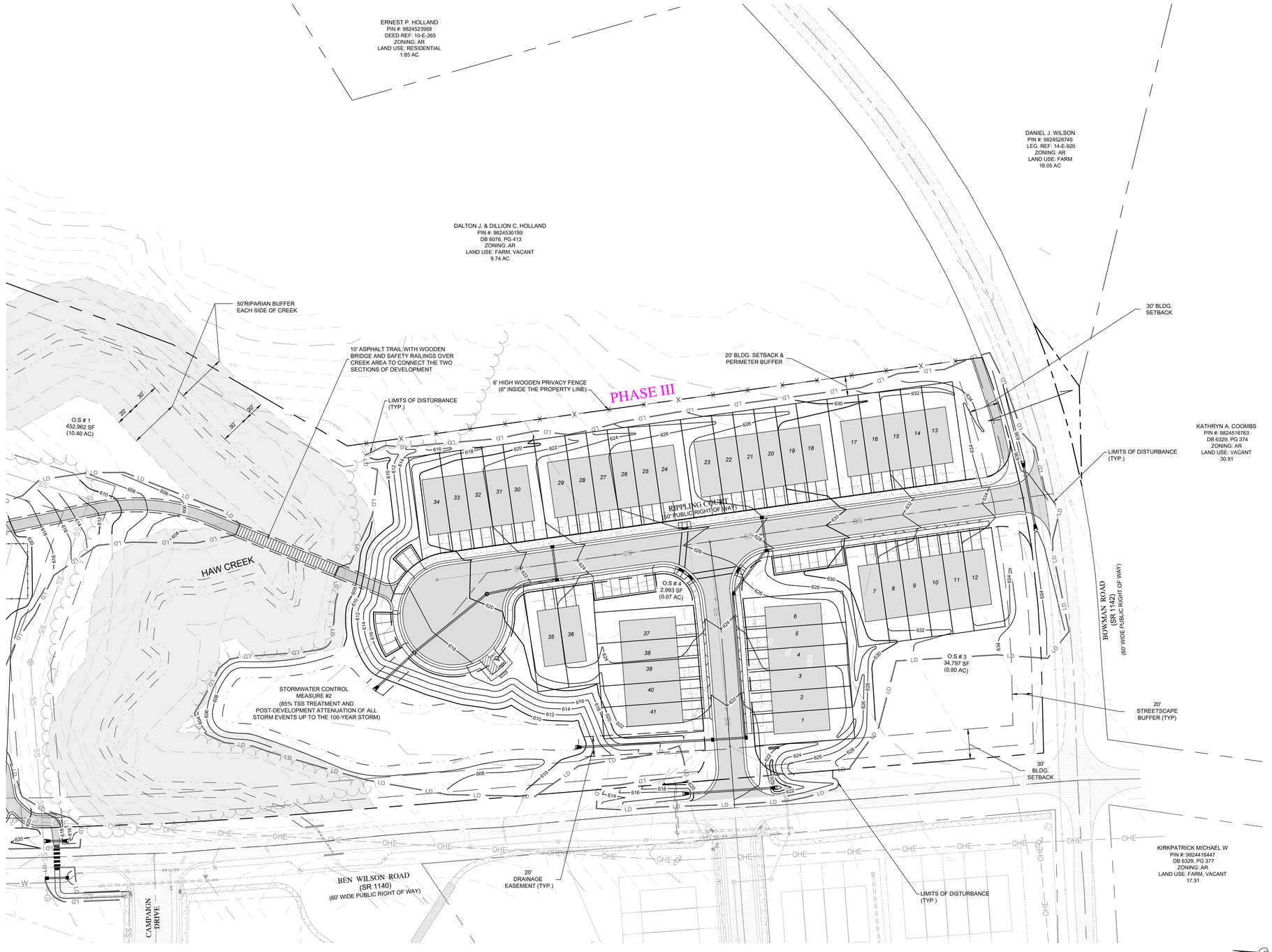
900 BEN WILSON ROAD
MEBANE, NORTH CAROLINA 27302

GRADING & STORM DRAINAGE PLAN PH I & II

PROJECT NO.
20-0089
DRAWING NAME:
20-0089_G.dwg
SHEET NO.
C-6

N:\2020\20-0089 810 Ben Wilson Rd LLC - Meadowstone Townhome Subdiv\Civil\Current Drawings\20-0089_G.dwg, C-6 GRADING & STORM DRAINAGE PLAN PH I & II, 7/30/2021 3:51:00 PM, jpinnick.wellhey, 1:1



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4	PER TRC COMMENTS	6/04/21	GS
3	PER TRC COMMENTS	4/27/21	GS
2	PER TRC COMMENTS	3/23/21	GS
1	PER TRC COMMENTS	2/9/21	GS
	REVISIONS	DATE	BY

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PROJECT ENGINEER/ARCHITECT
TAS (TIM.SMITH@SUMMITDE.NET)
PROJECT MANAGER
RFH (RANDY.HALL@SUMMITDE.NET)

DRAWN BY:
DON.CHITTY@SUMMITDE.NET)
FIRST ISSUE DATE
06-08-2020

NOT FOR CONSTRUCTION
NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 040017 TIMOTHY A. SMITH
PRELIMINARY PLANS

SUMMIT
DESIGN AND ENGINEERING SERVICES
State License #: P-0399
320 Executive Court
Hillsborough, NC 27278
Voice: (919) 732-3883 Fax: (919) 732-6676
www.summitde.net

PRELIMINARY PLANS
MEADOWSTONE TOWNHOMES
900 BEN WILSON ROAD
MEBANE, NORTH CAROLINA 27302

GRADING & STORM DRAINAGE PLAN PH III

PROJECT NO.
20-0089
DRAWING NAME:
20-0089_G.dwg
SHEET NO.
C-7

N:\2020\20-0089-010 Ben Wilson Rd LLC - Meadowstone Townhome Subdiv\Civil\Civil Drawings\20-0089_G.dwg, C-7 GRADING & STORM DRAINAGE PLAN PH III, 7/30/2021 1:51:15 PM, gsmith.sa-ashley, 1:1

PLANTING SCHEDULE

QTY.	SYMBOL	BOTANICAL NAME	COMMON NAME	CALIPER	HEIGHT	SPREAD	ROOT	SPACING	NOTES
TREES									
109	AG	AMELANCHIER X 'PRINCESS DIANA'	SERVICEBERRY	2"	8'	-	B&B	AS SHOWN	MULTI-STEM, SPECIMEN
131	IN	ILEX NELLIE R STEVENS	HOLLY	2.5"	10'		B&B	AS SHOWN	
24	LT	LIRIODENDRON TULIPIFERA	TULIP POPLAR	2.5"	10'				
74	MG	MAGNOLIA GRANDIFOLIA	SOUTHERN MAGNOLIA	2.5"	10'		B&B	AS SHOWN	SPECIMEN
41	NS	NYSSA SYLVATICA 'RED RAGE'	BLACK TUPELO	2.5"	10'	-	B&B	AS SHOWN	MATCHED, SPECIMEN
SHRUBS									
32	BVA	BUXUS SEMPERVIRENS 'VARDAR VALLEY'	BOXWOOD	-	18"	18"-24"	CONT.	3' O.C.	
30	DVJ	DISTYLLIUM 'VINTAGE JADE'	DISTYLLIUM	-	24"	24"-30"	CONT.	4' O.C.	
41	HVI	HAMAMELIS VIRGINIANA	WITCH HAZEL	-	48"	30"-36"	CONT	10' O.C.	
18	RBU	ROSA 'BUBBLICIOUS'	SHRUB ROSE	-	18"	18"-24"	CONT.	2' O.C.	
216	VDA	VIBURNUM DAVIDII	DAVID VIBURNUM	-	24"	24"-30"	CONT	4' O.C.	
176	VRH	VIBURNUM RHYTIDOPHYLLUM	LEATHERLEAF VIBURNUM		36"	30"-36"	CONT	7' O.C.	
PERENNIALS/ GRASSES									
197,933 SF		SEEDED LAWN: SEE PERMANENT SEEDING NOTES							

TREE PLANTING AND STAKING:

STAKING - SEE TREE PLANTING AND STAKING DETAIL ON SHEET L-2.

WRAPPING - WRAP ONLY THIN BARKED TREES IF THEY HAVE BEEN REMOVED FROM SHADE TO WHERE THE TRUNK IS EXPOSED TO DIRECT SUNLIGHT DURING THE DAY. WRAPPING SHOULD BEGIN AT THE BOTTOM AND WORK UP. WRAPPING MATERIAL SHOULD NOT TRAP OR HOLD WATER.

PRUNING - CLEANLY PRUNE DAMAGED BRANCHES AND ROOTS AT THIS TIME. ADDITIONAL PRUNING SHOULD BE ONLY FOR SHAPING PURPOSES.

PLANTING - ALL SYNTHETIC MATERIALS SHALL BE CLEARED FROM THE ROOTS, TRUNK AND CROWN OF THE PLANT. THE ROOT BALL MEDIUM SHOULD BE SHAKEN GENTLY FROM THE ROOT BALL IF IT IS A SOILESS MIXTURE. LOOSEN AND SPREAD THE ROOTS IN THE PLANTING HOLE. DAMAGED ROOTS AND ROOTS WHICH ENCIRCLE THE TRUNK SHOULD BE CLEANLY PRUNED. SET THE PLANT SO THAT IT WILL BE AT ITS ORIGINAL DEPTH OR SLIGHTLY ABOVE EXISTING GRADE. BACKFILL WITH SOIL FROM THE HOLE. TAMP AND WATER THE SOIL TO PREVENT AIR POCKETS. DO NOT AMEND THE SOIL AT THIS POINT EXCEPT TO AMEND THE PH.

WATERING - THE BACKFILL AND ROOTS OF ALL NEWLY SET PLANTS SHOULD BE WATERED AS BACKFILLING IS BEING DONE SO THAT THE SOIL AND ROOTS ARE THOROUGHLY SOAKED.

MULCHING - ALL PLANTING BEDS (NOT INCLUDING SEEDED AREAS) ARE TO RECEIVE MULCH TO A DEPTH OF 3".

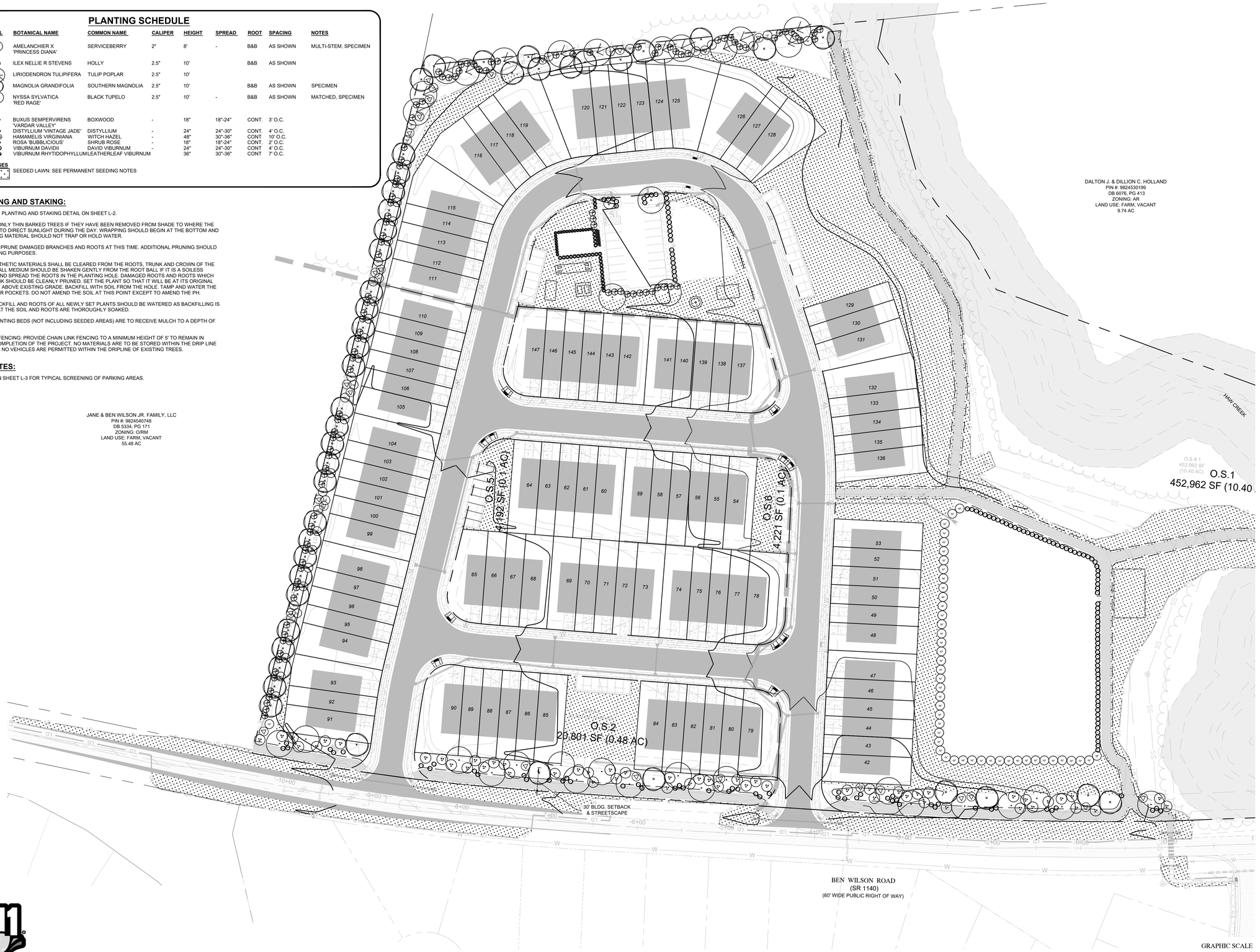
TREE PROTECTION FENCING: PROVIDE CHAIN LINK FENCING TO A MINIMUM HEIGHT OF 5' TO REMAIN IN PLACE UNTIL THE COMPLETION OF THE PROJECT. NO MATERIALS ARE TO BE STORED WITHIN THE DRIP LINE OF EXISTING TREES. NO VEHICLES ARE PERMITTED WITHIN THE DRIPLINE OF EXISTING TREES.

GENERAL NOTES:

1. SEE DETAIL 6 ON SHEET L-3 FOR TYPICAL SCREENING OF PARKING AREAS.

JANE & BEN WILSON JR. FAMILY, LLC
PIN #: 9824540748
DB 5334, PG 171
ZONING: O/RM
LAND USE: FARM, VACANT
55.48 AC

DALTON J. & DILLION C. HOLLAND
PIN #: 9824530199
DB 6076, PG 413
ZONING: AR
LAND USE: FARM, VACANT
9.74 AC



GRAPHIC SCALE
50 0 25 50 100 200
(IN FEET)
1 inch = 100 ft.

Know what's **below.** **Call** before you dig.

7			
6	PER TRC COMMENTS	7/30/21	GS
5	PER TRC COMMENTS	7/13/21	GS
4	PER TRC COMMENTS	6/04/21	GS
3	PER TRC COMMENTS	4/27/21	GS
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1	PER TRC COMMENTS	2/9/21	GS
	REVISIONS	DATE	BY

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PROJECT ENGINEER/ARCHITECT
TAS (TIM.SMITH@SUMMITDE.NET)
PROJECT MANAGER
RFH (RANDY.HALL@SUMMITDE.NET)

DRAWN BY
DON.CHITTY@SUMMITDE.NET)
FIRST ISSUE DATE
06-08-2020

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SUMMIT
DESIGN AND ENGINEERING SERVICES
State License #: P-0339
330 Executive Court
Kernersville, NC 27284
Voice: (919) 732-3883 Fax: (919) 732-6676
www.summitde.net

PRELIMINARY PLANS
MEADOWSTONE TOWNHOMES
900 BEN WILSON ROAD
MEBANE, NORTH CAROLINA 27302

LANDSCAPE PLAN PHASE III
-

PROJECT NO.
20-0089
DRAWING NAME:
20-0089_LS.dwg
SHEET NO.
L-1

TREE PLANTING AND STAKING:

STAKING - SEE TREE PLANTING AND STAKING DETAIL ON SHEET L-2.

WRAPPING - WRAP ONLY THIN BARKED TREES IF THEY HAVE BEEN REMOVED FROM SHADE TO WHERE THE TRUNK IS EXPOSED TO DIRECT SUNLIGHT DURING THE DAY. WRAPPING SHOULD BEGIN AT THE BOTTOM AND WORK UP. WRAPPING MATERIAL SHOULD NOT TRAP OR HOLD WATER.

PRUNING - CLEANLY PRUNE DAMAGED BRANCHES AND ROOTS AT THIS TIME. ADDITIONAL PRUNING SHOULD BE ONLY FOR SHAPING PURPOSES.

PLANTING - ALL SYNTHETIC MATERIALS SHALL BE CLEARED FROM THE ROOTS, TRUNK AND CROWN OF THE PLANT. THE ROOT BALL MEDIUM SHOULD BE SHAKEN GENTLY FROM THE ROOT BALL IF IT IS A SOILESS MIXTURE. LOOSEN AND SPREAD THE ROOTS IN THE PLANTING HOLE. DAMAGED ROOTS AND ROOTS WHICH ENCIRCLE THE TRUNK SHOULD BE CLEANLY PRUNED. SET THE PLANT SO THAT IT WILL BE AT ITS ORIGINAL DEPTH OR SLIGHTLY ABOVE EXISTING GRADE. BACKFILL WITH SOIL FROM THE HOLE. TAMP AND WATER THE SOIL TO PREVENT AIR POCKETS. DO NOT AMEND THE SOIL AT THIS POINT EXCEPT TO AMEND THE PH.

WATERING - THE BACKFILL AND ROOTS OF ALL NEWLY SET PLANTS SHOULD BE WATERED AS BACKFILLING IS BEING DONE SO THAT THE SOIL AND ROOTS ARE THOROUGHLY SOAKED.

MULCHING - ALL PLANTING BEDS (NOT INCLUDING SEEDED AREAS) ARE TO RECEIVE MULCH TO A DEPTH OF 3".

TREE PROTECTION FENCING: PROVIDE CHAIN LINK FENCING TO A MINIMUM HEIGHT OF 5' TO REMAIN IN PLACE UNTIL THE COMPLETION OF THE PROJECT. NO MATERIALS ARE TO BE STORED WITHIN THE DRIP LINE OF EXISTING TREES. NO VEHICLES ARE PERMITTED WITHIN THE DRIPLINE OF EXISTING TREES.

GENERAL NOTES:

1. SEE DETAIL 6 ON SHEET L-3 FOR TYPICAL SCREENING OF PARKING AREAS.

LANDSCAPING REQUIREMENTS:

TYPE B SEMI-OPAQUE BUFFER:

- SEMI-OPAQUE SCREEN FROM GROUND TO HEIGHT OF AT LEAST 6'.
-- DECIDUOUS OR EVERGREEN TREES TO REACH MINIMUM HEIGHT OF 40' AT MATURITY; INSTALLED AT 2.5" CALIPER AND 10' HEIGHT.
- AT LEAST 75% OF THE REQUIRED SHRUBS SHALL BE EVERGREENS ADAPTED TO THE AREA.
- MAXIMUM SPACING 20' BETWEEN TREES AND 5'-8' BETWEEN SHRUBS.
-- ONE CANOPY TREE PER 20 LINEAR FEET OF BUFFER ($\frac{2002}{20}$ = 100 REQUIRED)
-- 2,814 LINEAR FEET OF BUFFER REQUIRED ALONG PROPERTY LINE. NOTE, 817 LINEAR FEET ARE WITHIN THE STREAM BUFFER AND HAVE EXISTING VEGETATION. THE EXISTING VEGETATION WILL BE MAINTAINED AND WILL ONLY BE SUPPLEMENTED IF NECESSARY. VEGETATION WILL BE PLANTED ALONG THE REMAINING 1,997 LINEAR FEET OF BUFFER.

--
PROVIDED -
CANOPY TREES - 100
SHRUBS - 190 (85% EVERGREEN)

STREETSCAPE LANDSCAPING:

- ONE CANOPY TREE FOR EVERY 40 LINEAR FEET OF STREETSCAPE. ($\frac{2120}{40}$ = 53 REQUIRED)
- ONE UNDERSTORY FOR EVERY 20 LINEAR FEET OF STREETSCAPE. ($\frac{2120}{20}$ = 106 REQUIRED)
-- SHRUBS SHALL BE PLANTED TO MEET THE INTENT OF THE STREETSCAPE.
-- 2,401 LINEAR FEET OF STREETSCAPE REQUIRED. NOTE, 281 FEET OF THE STREETSCAPE IS WITHIN THE STREAM BUFFER AND HAS EXISTING VEGETATION. THE PROJECT WILL MAINTAIN THE EXISTING VEGETATION AND ONLY SUPPLEMENT THAT AREA IF NECESSARY. VEGETATION WILL BE PLANTED ALONG THE REMAINING 2,120 LINEAR FEET OF STREETSCAPE.

PROVIDED -
CANOPY TREES - 53
UNDERSTORY TREES - 106
SHRUBS - 139

STORMWATER CONTROL POND SCREENING:

- STORMWATER DEVICES MUST BE SCREENED WITH EVERGREEN PLANTING.

PROVIDED - A SCREEN OF EVERGREEN SHRUBS WILL BE PROVIDED AROUND THE PROPOSED STORMWATER POND. THE PLANTING WILL BE SHOWN ONCE THE POND IS DESIGNED.

PLANTING SCHEDULE

QTY.	SYMBOL	BOTANICAL NAME	COMMON NAME	CALIPER	HEIGHT	SPREAD	ROOT	SPACING	NOTES
TREES									
109	AG	AMELANCHIER X 'PRINCESS DIANA'	SERVICEBERRY	2"	8'	-	B&B	AS SHOWN	MULTI-STEM, SPECIMEN
128	IN	ILEX NELLIE R STEVENS	HOLLY	2.5"	10'		B&B	AS SHOWN	
24	LT	LIRIODENDRON TULIPIFERA	TULIP POPLAR	2.5"	10'				
74	MG	MAGNOLIA GRANDIFOLIA	SOUTHERN MAGNOLIA	2.5"	10'		B&B	AS SHOWN	SPECIMEN
41	NS	NYSSA SYLVATICA 'RED RAGE'	BLACK TUPELO	2.5"	10'	-	B&B	AS SHOWN	MATCHED, SPECIMEN
SHRUBS									
22	BVA	BUXUS SEMPERVIRENS 'VARDAR VALLEY'	BOXWOOD	-	18"	18"-24"	CONT.	3' O.C.	
30	DVJ	DISTYLLIUM 'VINTAGE JADE'	DISTYLLIUM	-	24"	24"-30"	CONT.	4' O.C.	
41	HVI	HAMAMELIS VIRGINIANA	WITCH HAZEL	-	48"	30"-36"	CONT	10' O.C.	
18	RBU	ROSA 'BUBBLICIOUS'	SHRUB ROSE	-	18"	18"-24"	CONT.	2' O.C.	
213	VDA	VIBURNUM DAVIDII	DAVID VIBURNUM	-	24"	24"-30"	CONT	4' O.C.	
176	VRH	VIBURNUM RHYTIDOPHYLLUM	LEATHERLEAF VIBURNUM		36"	30"-36"	CONT	7' O.C.	
PERENNIALS/ GRASSES									
197,933 SF		SEEDED LAWN: SEE PERMANENT SEEDING NOTES							



GRAPHIC SCALE
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(IN FEET)
1 inch = 100 ft.

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6	PER TRC COMMENTS	7/30/21	GS
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PROJECT ENGINEER/ARCHITECT
TAS (TIM.SMITH@SUMMITDE.NET)

PROJECT MANAGER
RFH (RANDY.HALL@SUMMITDE.NET)

DRAWN BY
DON.CHITTY@SUMMITDE.NET)

FIRST ISSUE DATE
06-08-2020

NOT FOR CONSTRUCTION
PRELIMINARY
NORTH CAROLINA REGISTERED LANDSCAPE ARCHITECT
JASON T. CUTSHAW

SUMMIT
DESIGN AND ENGINEERING SERVICES
State License #: P-0339
320 Executive Court
Hillsborough, NC 27278
Voice: (919) 732-3883 Fax: (919) 732-6676
www.summitde.net

PRELIMINARY PLANS
MEADOWSTONE TOWNHOMES
900 BEN WILSON ROAD
MEBANE, NORTH CAROLINA 27302

LANDSCAPE PLAN PHASE I & II
-

PROJECT NO.
20-0089
DRAWING NAME:
20-0089_LS.dwg
SHEET NO.
L-2

TREE PLANTING AND STAKING

STAKING - TREES WILL BECOME STRONGER FASTER WHEN THE TOP 2/3 OF THE TREE IS FREE TO SWAY. TIE THE TRUNK LOOSELY WITH WIDE STRIPS OF RUBBER OR CLOTH ABOUT 1/3 UP THE TRUNK AND TIE TO THREE STAKES POSITIONED EVENLY AROUND THE TRUNK. STAKES SHOULD BE DRIVEN DEEPLY INTO THE GROUND TO PREVENT DISLODGING. CHECK AT LEAST EVERY THREE MONTHS FOR BINDING OR OTHER PROBLEMS. STAKES AND TIES SHOULD BE REMOVED SIX MONTHS TO ONE YEAR AFTER PLANTING.

WRAPPING - WRAP ONLY THIN BARKED TREES IF THEY HAVE BEEN REMOVED FROM SHADE TO WHERE THE TRUNK IS EXPOSED TO DIRECT SUNLIGHT DURING THE DAY. WRAPPING SHOULD BEGIN AT THE BOTTOM AND WORK UP. WRAPPING MATERIAL SHOULD NOT TRAP OR HOLD WATER.

PRUNING - CLEANLY PRUNE DAMAGED BRANCHES AND ROOTS AT THIS TIME. ADDITIONAL PRUNING SHOULD BE ONLY FOR SHAPING PURPOSES.

PLANTING - ALL SYNTHETIC MATERIALS SHALL BE CLEARED FROM THE ROOTS, TRUNK AND CROWN OF THE PLANT. THE ROOT BALL MEDIUM SHOULD BE SHAKEN GENTLY FROM THE ROOT BALL IF IT IS A SOILESS MIXTURE. LOOSEN AND SPREAD THE ROOTS IN THE PLANTING HOLE. DAMAGED ROOTS AND ROOTS WHICH ENCIRCLE THE TRUNK SHOULD BE CLEANLY PRUNED. SET THE PLANT SO THAT IT WILL BE AT ITS ORIGINAL DEPTH OR SLIGHTLY ABOVE EXISTING GRADE. BACKFILL WITH SOIL FROM THE HOLE. TAMP AND WATER THE SOIL TO PREVENT AIR POCKETS. DO NOT AMEND THE SOIL AT THIS POINT EXCEPT TO AMEND THE PH.

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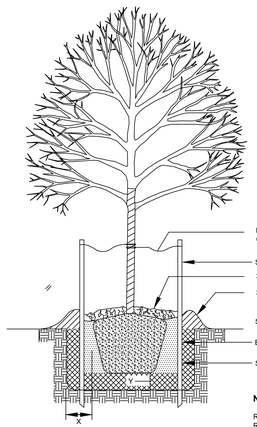


SCHEDULE FOR PLANT HOLE SIZE

BARE ROOT, CONTAINER OR BALL SIZE	X	Y
5" TO 30"	8"	4"
30" OR GREATER	12"	6"

NOTES

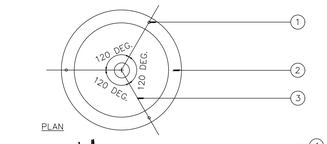
REMOVE BURLAP FROM TOP OF ROOT BALL BEFORE BACKFILLING AROUND BALL IS COMPLETED

ALL TREES WHICH ARE SMOOTH BARKED AT THE TIME OF PLANTING AND HAVE MORE THAN 2' OF CLEAR TRUNK SHALL BE WRAPPED

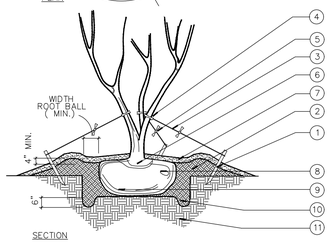
ALL TREE WRAPPING SHALL EXTEND FROM THE TOP OF THE BACKFILL TO THE LOWERMOST TREE BRANCHES

TREE PLANTING AND STAKING DETAIL

1 TREE PLANTING & STAKING DETAIL
SCALE: N.T.S.



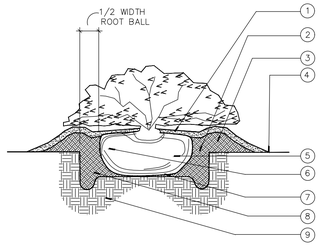
PLAN



SECTION

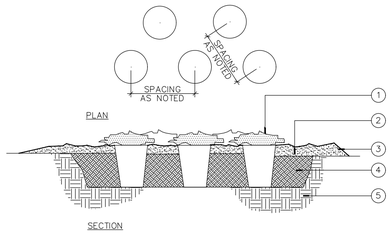
1. TREE STAKE - 3 PER TREE, MATERIAL AS PER SPECIFICATIONS
2. EARTH SAUCER
3. GALVANIZED GUY WIRE, ADD TURNBUCKLES IF NECESSARY TO STABILIZE TREE
4. RUBBER CHAFING GUARD
5. WARNING FLAGS
6. REMOVE THE BURLAP, BURLAP TIES AND WIRE BASKET FROM TOP 1/3 OF ROOTBALL. REMOVE ALL NYLON STRINGS, PLASTIC LINERS AND SYNTHETIC BURLAP--TYPE OF MATERIALS FROM THE ENTIRE ROOTBALL.
7. 3" MULCH AS PER SPECIFICATIONS
8. ROOT BALL
9. EXCAVATE PLANTING PIT TWO TO THREE TIMES AS WIDE AS THE ROOTBALL. INSTALL ROOTBALL 1/4 - 1/3 ABOVE EXISTING / PROPOSED GRADE. LOCATE ROOTBALL ON SOLID SOIL AND NOT LOOSE BACKFILL.
10. BACKFILL W/SOIL AS PER SPECIFICATIONS
11. UNDISTURBED EARTH

2 MULTI-TRUNK TREE PLANTING DETAIL
SCALE: N.T.S.



1. 2" MULCH LAYER
2. BACKFILL W/SOIL AS PER SPECIFICATIONS. MAKE PLANTING MIX CONTINUOUS IN CLUSTER BED PLANTINGS.
3. 3" HIGH EARTH SAUCER
4. "SHOVEL EDGE" TYP. WHERE BED MEETS LAWN. (REF. DET. 5 THIS SHEET)
5. ROOT BALL
6. REMOVE THE BURLAP, BURLAP TIES AND WIRE BASKET FROM TOP 1/3 OF ROOTBALL. REMOVE ALL NYLON STRINGS, PLASTIC LINERS AND SYNTHETIC BURLAP--TYPE OF MATERIALS FROM THE ENTIRE ROOTBALL.
7. SCARIFY ROOTBALL AND BOTTOM / SIDES OF PLANT PIT
8. EXCAVATE PLANTING PIT TWO TO THREE TIMES AS WIDE AS THE ROOTBALL. INSTALL ROOTBALL 1/4 - 1/3 ABOVE EXISTING / PROPOSED GRADE. LOCATE ROOTBALL ON SOLID SOIL AND NOT LOOSE BACKFILL.
9. UNDISTURBED EARTH

3 SHRUB PLANTING DETAIL
SCALE: N.T.S.

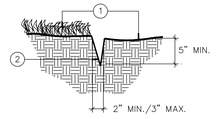


PLAN

SECTION

1. GROUNDCOVER
2. 2" MULCH LAYER
3. "SHOVEL EDGE" TYP. WHERE BEDS MEET LAWN
4. BACKFILL W/SOIL AS PER SPECIFICATIONS
5. UNDISTURBED EARTH

4 GROUNDCOVER PLANTING DETAIL
SCALE: N.T.S.



1. DIFFERENT PLANTING TREATMENTS.
2. SHOVEL EDGE

GENERAL NOTES

A. PROVIDE SMOOTH CONTINUOUS EDGE AS SHOWN. DIG EDGE WITH COMMON SPADE OR STRAIGHT BLADE SHOVEL.

5 SHOVEL EDGE DETAIL
SCALE: N.T.S.

LANDSCAPE NOTES:

1. ALL EXISTING VEGETATION ON THIS SITE, WITH THE EXCEPTION OF THE SPECIES NOTED, SHALL BE REMOVED PRIOR TO ANY INSTALLATION OF NEW PLANTING MATERIAL.

2. CONTRACTOR SHALL LOCATE ALL UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGES INCURRED BY HIS WORK.

3. ANY AREAS NOT SCHEDULED FOR HARDSCAPE, PLANTINGS, OR SHREDDED HARDWOOD MULCH SHALL BE SEEDED LAWN.

4. CONTRACTOR SHALL AMEND ALL PROPOSED PLANT BEDS WITH SOIL CONDITIONER. SOIL CONDITIONER SHALL BE APPLICABLE TO THE GEOGRAPHIC AREA OF INSTALLATION PER THE MANUFACTURER'S SPECIFICATIONS.

5. CONTRACTOR SHALL LIMIT DISTURBANCE WITHIN THE DRIPLINE OF EXISTING TREES TO REMAIN. NO STORAGE OF ANY MATERIALS IS PERMITTED WITHIN THE DRIPLINE OF EXISTING TREES TO REMAIN.

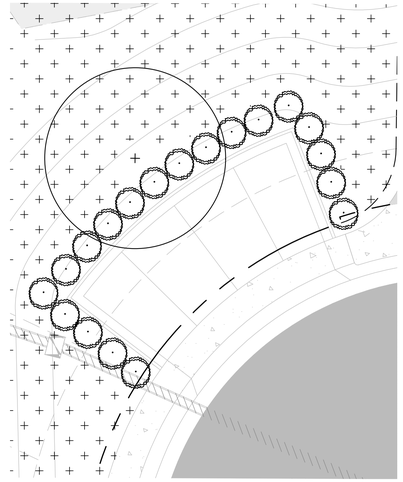
6. CONTRACTOR TO PROVIDE ANNUALS WHICH ARE APPROPRIATE FOR THE PLANTING SEASON AT THE TIME OF INSTALLATION.

7. OWNER RESERVES THE RIGHT TO REJECT ANY DAMAGED OR DYING PLANT MATERIALS. CONTRACTOR SHALL REPLACED SAID PLANTING MATERIALS WITH NO ADDITIONAL COST TO THE OWNER.

8. THE CONTRACTOR SHALL GUARANTEE ALL PLANT MATERIALS FOR A PERIOD OF ONE YEAR FROM THE DATE OF FINAL ACCEPTANCE.

9. NO PLANT SUBSTITUTIONS ARE PERMITTED WITHOUT WRITTEN APPROVAL OF THE LANDSCAPE ARCHITECT.

10. ALL PROPOSED PLANT MATERIALS SHALL COMPLY WITH THE SIZING AND GRADING STANDARDS AS SET FORTH IN THE CURRENT EDITION OF ANSI Z60.180-'AMERICAN STANDARD FOR NURSERY STOCK'.



PARKING SCREENING NOTES:

1. ALL PARKING AREAS WILL BE SCREENED FROM ADJACENT PROPERTIES AND STREETS BY EVERGREEN SHRUBS, PER UDO SECTION 6.3 2 (b).

2. ALL PARKING SPACES WILL BE LOCATED WITHIN 60' OF A CANOPY TREE TRUNK, PER UDO SECTION 6.3 2 (a).

6 PARKING - TYPICAL SCREEN PLANTING DETAIL
SCALE: N.T.S.

Know what's below. Call before you dig.

7		7/30/21	GS
6	PER TRC COMMENTS	7/13/21	GS
5	PER TRC COMMENTS	6/24/21	GS
4	PER TRC COMMENTS	4/27/21	GS
3	PER TRC COMMENTS	3/23/21	GS
2	PER TRC COMMENTS	2/9/21	GS
1	PER TRC COMMENTS		
	REVISIONS	DATE	BY

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PROJECT ENGINEER/ARCHITECT
TAS (TIM.SMITH@SUMMITDE.NET)

PROJECT MANAGER
RFH (RANDY.HALL@SUMMITDE.NET)

DRAWN BY
DON.CHITTY@SUMMITDE.NET)

FIRST ISSUE DATE
06-08-2020

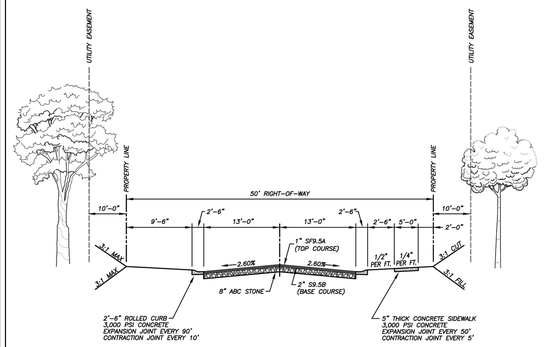
NOT FOR CONSTRUCTION
PRELIMINARY
NORTH CAROLINA REGISTERED LANDSCAPE ARCHITECT
RANDY F. HALL
CUTSHAW

SUMMIT
DESIGN AND ENGINEERING SERVICES
State License #: P-0339
320 Executive Court
Hillsborough, NC 27278
Voice: (919) 732-3883 Fax: (919) 732-6676
www.summitde.net

PRELIMINARY PLANS
MEADOWSTONE TOWNHOMES
900 BEN WILSON ROAD
MEBANE, NORTH CAROLINA 27302

LANDSCAPE DETAILS
-

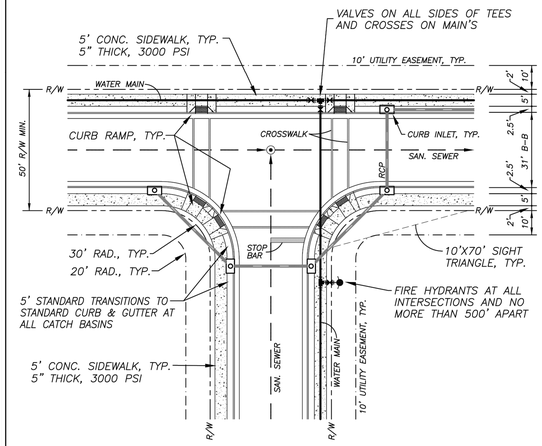
PROJECT NO.
20-0089
DRAWING NAME:
20-0089_LS.dwg
SHEET NO.
L-3



NOTES:
1. ALL ASPHALT CEMENT PLANT MIX AND METHOD OF PLACEMENT SHALL COMPLY WITH N.C. DOT STANDARD SPECIFICATIONS.
2. ALL WORK SHALL COMPLY WITH N.C. DOT STANDARD SPECIFICATIONS.
3. TOP COURSE TO BE PLACED WITHIN 12 MONTHS OF ASPHALT BASE COURSE.
4. COMMERCIAL AND INDUSTRIAL STREET SECTIONS TO BE DETERMINED ON A CASE BY CASE BASIS.
5. WHERE NEW SIDEWALK CROSSES EXISTING GRAVEL DRIVEWAY, SIDEWALK NEEDS TO BE 6" THICK.
6. PROVIDE APPROVED NCDOT SEALANT OVER ALL EXPANSION JOINTS ALONG CONCRETE CURBS AND CONCRETE SIDEWALKS.
7. CUT FILL SLOPE EXCEEDING MAXIMUM MUST BE APPROVED BY THE CITY ENGINEER.
8. SIDEWALK MUST BE LOCATED ON ONE SIDE OF THE STREET EXCEPT WHEN CITY PROJECT APPROVAL REQUIRES ON BOTH SIDES.
9. STREET TREES ARE TO BE LOCATED BEHIND THE UTILITY EASEMENT.

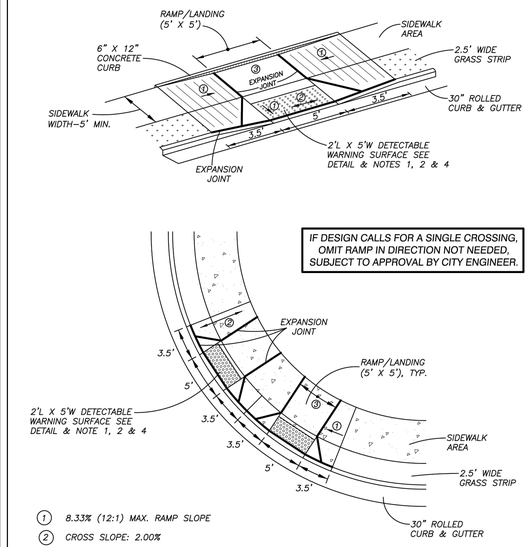
ST-1

CITY OF MEBANE STANDARD	RESIDENTIAL STREET SECTION (50' ROW – 31' B-B)			
	SCALE: N.T.S.	DATE: 2/3/2020	DRAWN BY: WDF	



ST-4

CITY OF MEBANE STANDARD	GENERAL SUBDIVISION REQUIREMENTS FOR ROADWAYS AND UTILITIES			
	SCALE: N.T.S.	DATE: 2/3/2020	DRAWN BY: WDF	

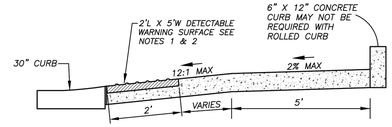


IF DESIGN CALLS FOR A SINGLE CROSSING, OMIT RAMP IN DIRECTION NOT NEEDED, SUBJECT TO APPROVAL BY CITY ENGINEER.

1. 8.33% (12:1) MAX. RAMP SLOPE
2. CROSS SLOPE: 2.00%
3. CURB RAMPS REQUIRE A (5'-0") MINIMUM LANDING WITH A MAXIMUM CROSS SLOPE AND LONGITUDINAL SLOPE OF 2.00% WHERE PEDESTRIANS PERFORM TURNING MANEUVERS. SLOPE TO DRAIN TO CURB.
4. CAST IN PLACE TRUNCATED DOMES MUST BE USED ON ALL NEW CURB RAMPS.

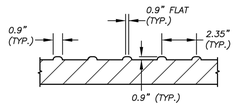
ST-11

CITY OF MEBANE STANDARD	CURB RAMP			
	SCALE: N.T.S.	DATE: 2/3/2020	DRAWN BY: WDF	

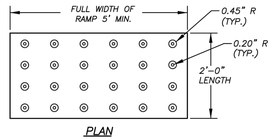


SECTION

NOTES:
1. DETECTABLE WARNING DOMES SHALL COVER 2'-0" LENGTH AND FULL WIDTH OF THE RAMP FLOOR AS SHOWN ON THE DETAILS.
2. THE RAMP MAY BE YELLOW IN COLOR OR ANY COLOR WITH A 70% CONTRAST RATIO.
3. PROVIDE SEALANT OVER EXPANSION JOINTS AS PER NCDOT STANDARD SPECIFICATIONS.



SECTION

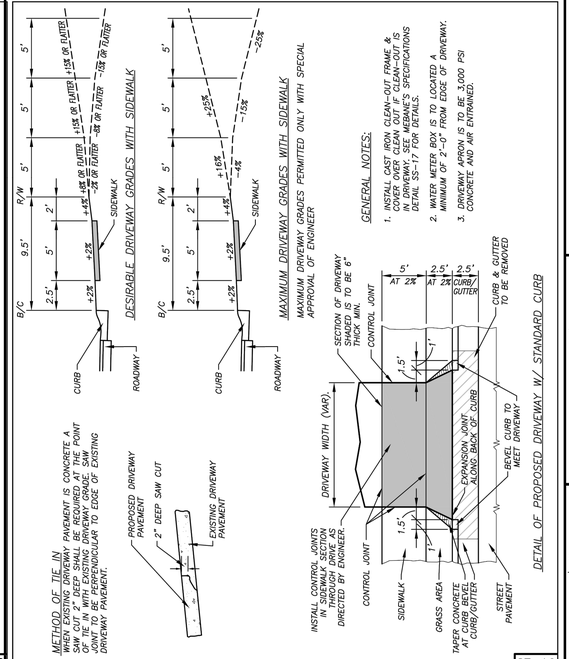


PLAN

DETECTABLE WARNING DOMES DETAIL

ST-12

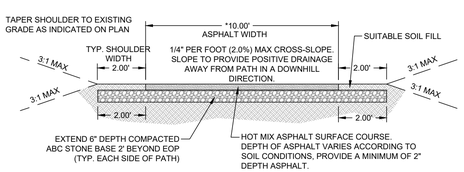
CITY OF MEBANE STANDARD	CURB RAMP			
	SCALE: N.T.S.	DATE: 2/3/2020	DRAWN BY: WDF	



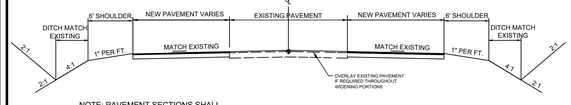
ST-16

CITY OF MEBANE STANDARD	DRIVEWAY DETAIL WITH 30" STANDARD CURB			
	SCALE: N.T.S.	DATE: 2/3/2020	DRAWN BY: WDF	

*NOTE: MULTI-USE PATH SHALL BE 8' WIDE CONCRETE (4,000 PSI MIN.) 6" THICK ALONG RIPPLING COURT.

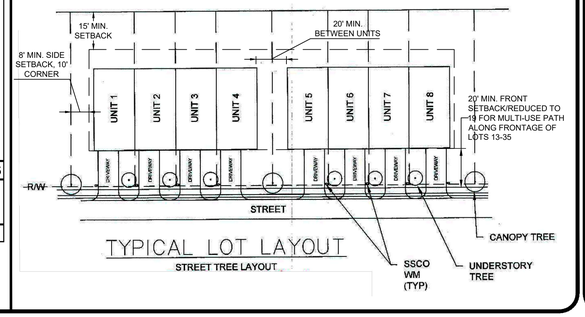


TYPICAL MULTI-USE PATH SECTION - (ASPHALT)
NTS



NOTE: PAVEMENT SECTIONS SHALL BE PER NCDOT STANDARDS.

BEN WILSON ROAD WIDENING
NTS



TYPICAL LOT LAYOUT
STREET TREE LAYOUT

7			
6	PER TRC COMMENTS	7/30/21	GS
5	PER TRC COMMENTS	7/13/21	GS
4	PER TRC COMMENTS	6/04/21	GS
3	PER TRC COMMENTS	4/27/21	GS
2	PER TRC COMMENTS	3/23/21	GS
1	PER TRC COMMENTS	2/9/21	GS
	REVISIONS	DATE	BY

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PROJECT ENGINEER/ARCHITECT
TAS (TIM.SMITH@SUMMITDE.NET)
PROJECT MANAGER
RFH (RANDY.HALL@SUMMITDE.NET)

DRAWN BY
DON.CHITTY@SUMMITDE.NET)
FIRST ISSUE DATE
06-08-2020

NOT FOR CONSTRUCTION

NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 30017 TIMOTHY A. SMITH

SUMMIT
DESIGN AND ENGINEERING SERVICES
State License #: P-0359
320 Executive Court
Hillsborough, NC 27278
Voice: (919) 732-3883 Fax: (919) 732-6676
www.summitde.net

PRELIMINARY PLANS
MEADOWSTONE TOWNHOMES
900 BEN WILSON ROAD
MEBANE, NORTH CAROLINA 27302

SITE DETAILS

PROJECT NO.
20-0089
DRAWING NAME:
20-0089_D.dwg
SHEET NO.
D-1

N:\2020\20-0089-010 Ben Wilson Rd LLC - Meadowstone Townhomes Subdiv\Civil\Civil Drawings\20-0089_D.dwg, SITE DETAILS, 7/30/2021 3:55:02 PM, gerrick.ardhay, 1:1

PLANNING PROJECT REPORT

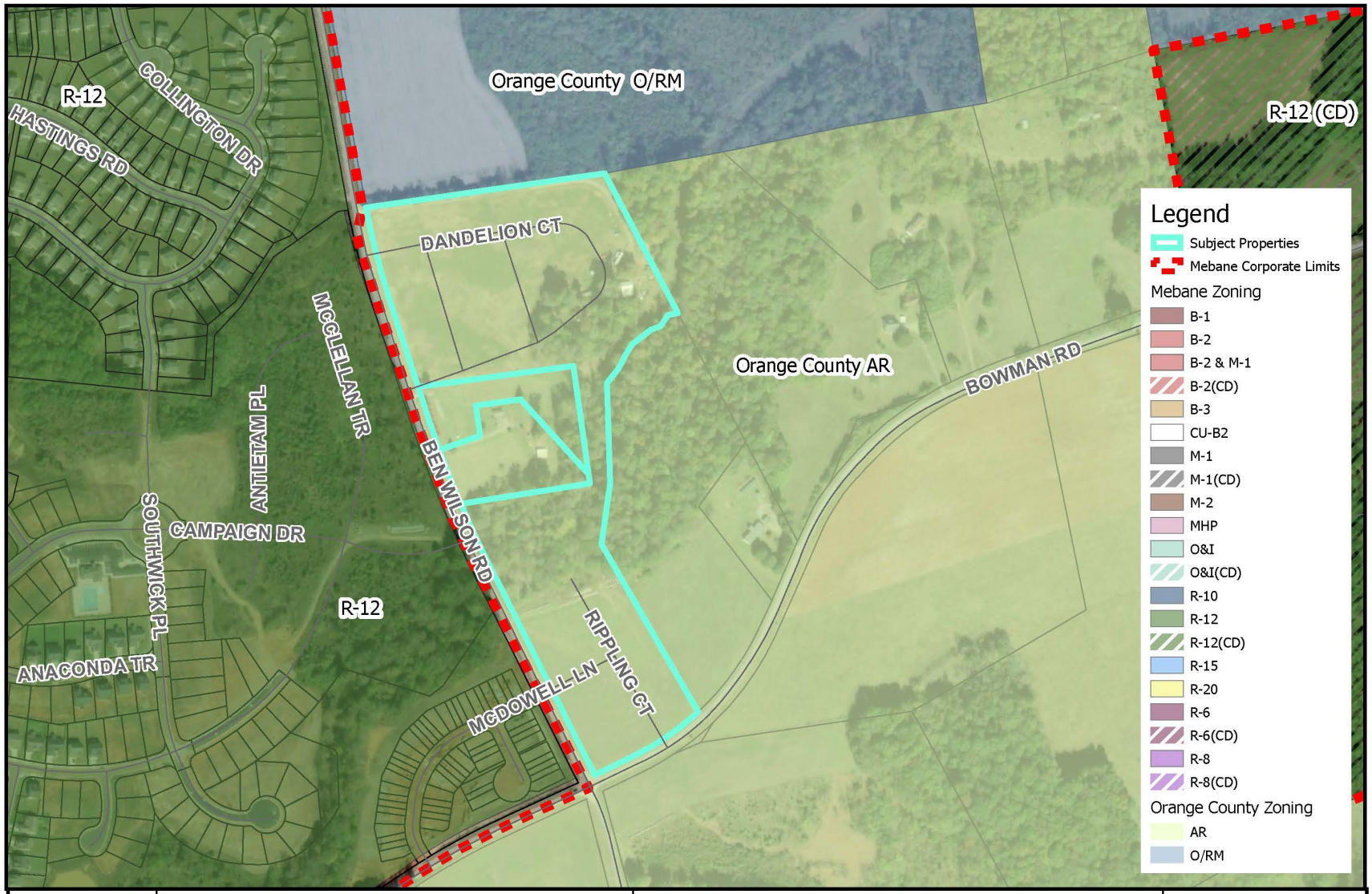
DATE	06/07/2021
PROJECT NUMBER	RZ 21-09
PROJECT NAME	Meadowstone Townhomes
APPLICANT	Ben Wilson Road, LLC 320 Executive Court Hillsborough, NC 27278

CONTENTS

PROJECT NAME & APPLICANT ..... PAGE 1
ZONING REPORT ..... PAGE 2
LAND USE REPORT..... PAGE 4
UTILITIES REPORT..... PAGE 6
STAFF ZONING REQUEST RECOMMENDATION ..... .PAGE 9

ZONING REPORT

EXISTING ZONE	AR (Agricultural Residential) – Orange County	
REQUESTED ACTION	R-8(CD) (Residential Conditional Zoning Districts)	
CONDITIONAL ZONE?	☒YES ☐NO	
CURRENT LAND USE	Single-Family Residential, Vacant Farm	
PARCEL SIZE	+/- 25.58 acres	
PROPERTY OWNERS	J A Wilson Jr. Alan R. Wilson 101 Sam Snead Drive Mebane, NC 27302 PIN 9824435349 & 9824435147	Nadine Wilson Heirs 4222 Old Hillsborough Road Mebane, NC 27302 PIN 9824434841
LEGAL DESCRIPTION	The applicant requests to establish R-8(CD) zoning on three (3) properties totaling +/- 25.58 acres at 900, 1002 & 1010 Ben Wilson Road Located Outside of the Extra-Territorial Jurisdiction (ETJ) in Orange County to allow for a residential development of 147 townhomes. The property will require annexation into the City limits prior to action regarding the properties' zoning.	
AREA ZONING & DISTRICTS	The properties to the west and northwest of the site are located in Mebane's jurisdiction and zoned R-12 for both townhomes and detached-single family residential use. The adjacent property to the north is zoned O/RM (Office/Research and Manufacturing) in Orange County. The properties surrounding the site to the east and south are zoned AR (Agricultural Residential) in Orange County.	
SITE HISTORY	The largest of the properties has a present use tax value reflecting its status as a *bona fide* farm. The other two properties have been rural residential properties.	
	STAFF ANALYSIS	
CITY LIMITS?	☐YES ☒NO	
PROPOSED USE BY-RIGHT?	☐YES ☒NO	
SPECIAL USE?	☐YES ☒NO	
EXISTING UTILITIES?	☒YES ☐NO	
POTENTIAL IMPACT OF PROPOSED ZONE	The proposed zoning district will support townhome residential uses consistent and in connection with the R-12 Planned Unit Development to the west of the site. The higher-density nature of townhomes is different in character to the surrounding agricultural residential uses to the south and east, though consistent with the single-family residential use in the area. The by-right development of the O/RM-zoned property to the north will require additional perimeter buffering of this residential use from an office or light manufacturing use.	

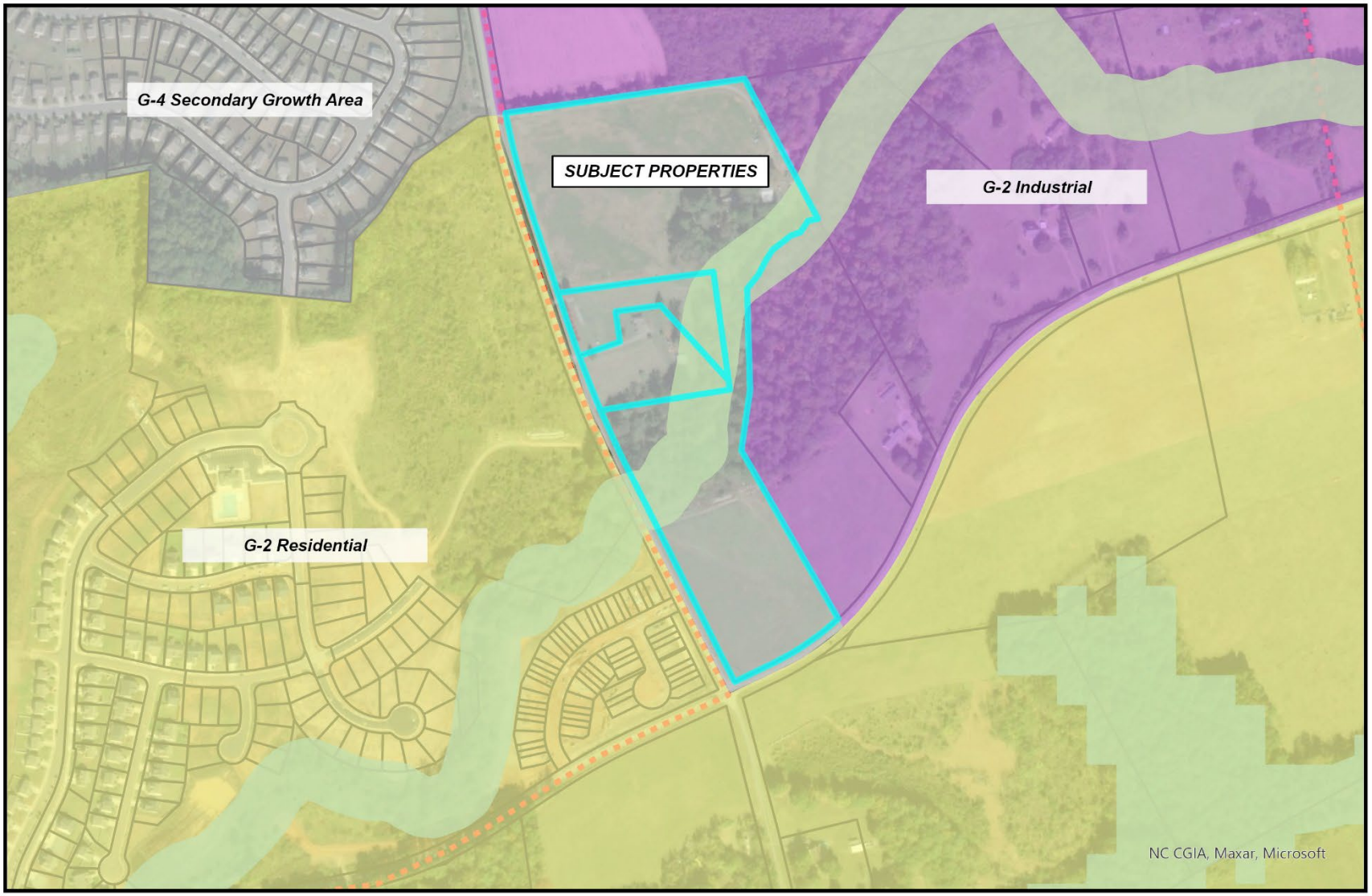


CITY OF MEBANE	**CITY OF MEBANE** **ZONING MAP**	**SUBJECT PROPERTIES** **MEADOWSTONE TOWNHOMES** *1 inch = 450 feet*	**DATE: 6/03/2021** **DRAWN BY: AV**

LAND USE REPORT

EXISTING LAND USE	Single-Family Residential, Vacant, Agricultural
PROPOSED LAND USE & REQUESTED ACTION	The applicant proposes to establish R-8 CD zoning (Residential Conditional Zoning District) on three (3) properties totaling +/- 25.58 acres at 900, 1002 & 1010 Ben Wilson Road Located Outside of the Extra-Territorial Jurisdiction (ETJ) in Orange County to allow for a residential development of 162 townhomes.
PROPOSED ZONING	R-8(CD) (Residential, Conditional Zoning District)
PARCEL SIZE	+/- 25.58 acres
AREA LAND USE	Surrounding properties primarily include residential and agricultural uses and vacant land. The properties to the west of the site include two single family residential subdivisions: The Meadows and Collington Farms. The properties to the north, east, and south include farmland and low density single family residential uses.
ONSITE AMENITIES & DEDICATIONS	The applicant proposes to provide +/- 3,446 linear feet of a variable 8'-10'-wide asphalt and concrete multiuse path through the development and along the frontage of the northern portion of the site on Ben Wilson Road. The applicant is also proposing to provide an amenity center, dog park, playground, and greenspace to exclusively serve development residents to be maintained by the HOA. In total, the site plan features 1.7 acres of active recreation space and 10.44 acres of passive HOA owned open space.
WAIVER REQUESTED	☒YES ☐NO
DESCRIPTION OF REQUESTED WAIVER(S)	- 20' front setback rather than the required 30' - 15' rear setback rather than the required 20' - 8' side yard rather than the required 15' - Lot area and width as shown

CONSISTENCY WITH *MEBANE BY DESIGN* STRATEGY	
LAND USE GROWTH STRATEGY DESIGNATION(S)	G-4 Secondary Growth Area Conservation Area
MEBANE BY DESIGN GOALS & OBJECTIVES SUPPORTED	OPEN SPACE AND NATURAL RESOURCE PROTECTION 4.2 Provide greenways, parks and open space connectivity between different land uses and across major transportation corridors, thereby advancing safety and health.
	OPEN SPACE AND NATURAL RESOURCE PROTECTION 4.3 Support park, greenway, and open space expansion in developed and developing areas, prioritizing connectivity between each location.
MEBANE BY DESIGN GOALS & OBJECTIVES NOT SUPPORTED	



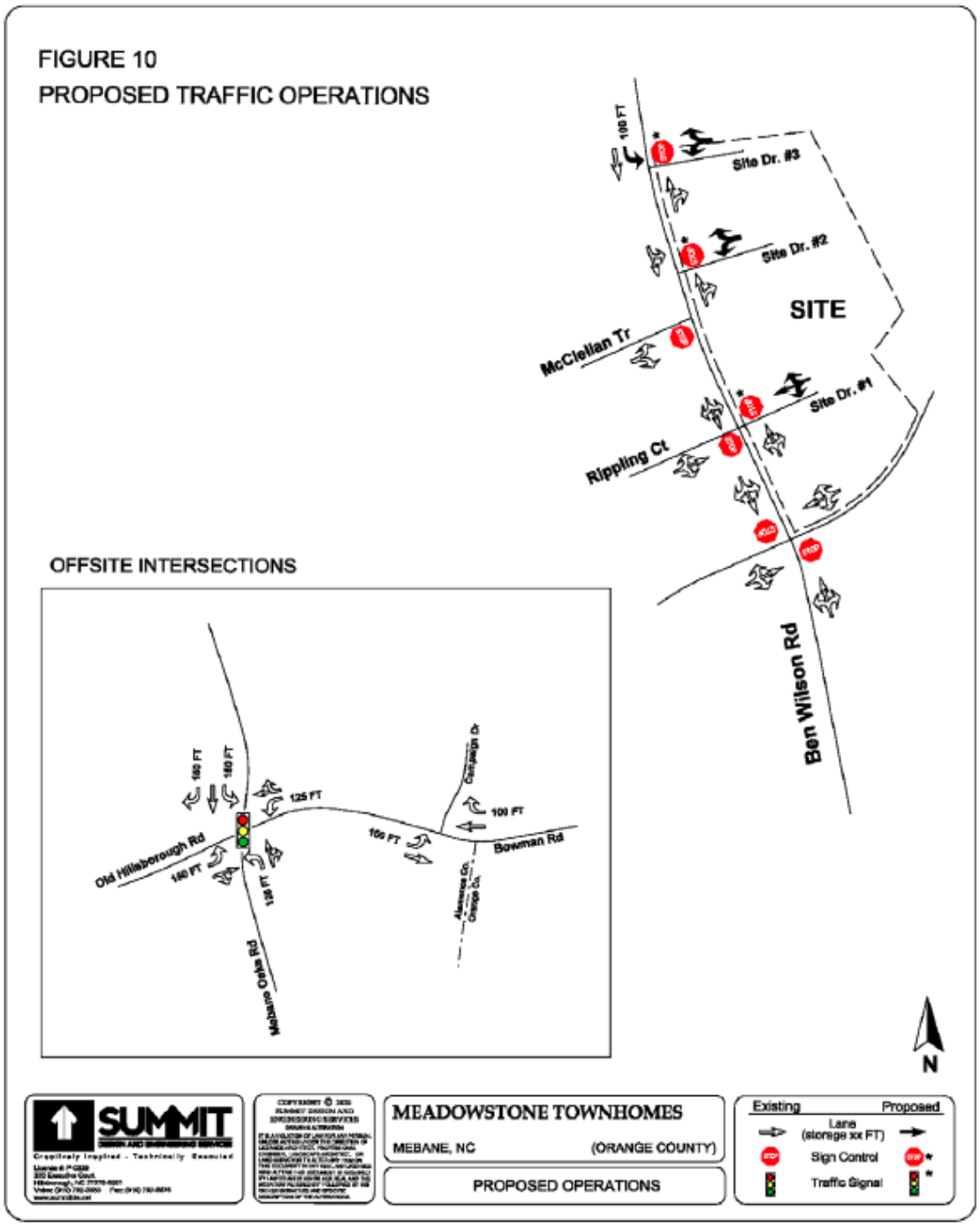
1 inch = 450 feet

UTILITIES REPORT

AVAILABLE UTILITIES	☒YES ☐NO
PROPOSED UTILITY NEEDS	Per the memorandum from Franz Holt of AWCK, the project has an estimated domestic water and sewer demand at approximately 22,050 gallons per day to support the development's 147 3-bedroom, townhomes. Water service is available to Phase 3 from 12-inch water mains recently installed along Ben Wilson and Bowman Road associated with the Meadows and Bowman Village developments. A 12-inch water line extension from the intersection of Campaign Drive at Ben Wilson Road will be required along Ben Wilson Road heading north to serve Phases 1 & 2. The water system layout includes 8-inch and 6-inch water lines. Sewer service is available on-site with connection to the City's existing 18-inch sanitary sewer outfall. Phases 1 and 2 propose to connect to this sewer line. Phase 3 is proposed to connect to previous sewer installation associated with the Meadows Phase 2B. The sewer system layout includes 8-inch line extensions. All water and sewer lines will be turned over to the City of Mebane for ownership and maintenance when completed in accordance with requirements.
UTILITIES PROVIDED BY APPLICANT	Applicant has pledged to provide all on-site utilities.
MUNICIPAL CAPACITY TO ABSORB PROJECT	The City has adequate water & sewer supply to meet the domestic and fire flow demands of the project. The City has available sewer capacity at the WRRF in excess of 0.72 million gallons per day (MGD) and approximately 0.73 MGD at the Graham WWTP for a total of 1.45 MGD. This proposed project and other previously approved/permitted projects will reduce available capacity as they develop over time. The City's Capital Improvement Plan addresses the need for additional sewer capacity at the WRRF.
CONSISTENCY WITH MEBANE LONG RANGE UTILITY PLAN?	☒YES ☐NO
ADEQUATE STORMWATER CONTROL?	☒YES ☐NO
INNOVATIVE STORMWATER MANAGEMENT?	☐YES ☒NO

TRANSPORTATION NETWORK STATUS	
CURRENT CONDITIONS	The proposed development includes four driveway connections. The northern portion of the site has two connections on Ben Wilson Rd., one of which features a left turn lane with 100' of storage. The southern portion of the site has a connection on Bowman Rd and a connection on Ben Wilson Road at McDowell Ln, which connects to the townhomes at the Meadows subdivision. The intersection of Ben Wilson Road and Bowman Road has a Level of Service (LOS) A. It is projected to have an LOS B in 2023 with build and no build conditions. Bowman Road has Safety Score of 77.8 from NCDOT. No safety data is available for Ben Wilson Road. The intersection of Ben Wilson Rd and Bowman Road has had 5 crashes 2015 – 2019 (non-fatal).
TRAFFIC IMPACT ANALYSIS REQUIRED?	☒YES ☐NO
DESCRIPTION OR RECOMMENDED IMPROVEMENTS	A southbound left-turn lane with 100' of storage from Ben Wilson Road to the site.
CONSISTENCY WITH THE MEBANE BICYCLE AND PEDESTRIAN TRANSPORTATION PLAN?	☒YES ☐NO
MULTIMODAL IMPROVEMENTS PROVIDED BY APPLICANT?	☒YES ☐NO
DESCRIPTION OF MULTIMODAL IMPROVEMENTS	The applicant proposes to provide +/- 3,446 linear feet of a 10'-wide asphalt and concrete multiuse path through the development and along the frontage of the northern portion of the site on Ben Wilson Road. It will interconnect to the multiuse path network in The Meadows. It aligns with the municipal sanitary sewer easement along the creek, allowing for further extension of the off-road bicycle and pedestrian network to adjoining properties in the future.

FIGURE 10
PROPOSED TRAFFIC OPERATIONS 2023



STAFF RECOMMENDATION

STAFF ZONING RECOMMENDATION	☒ APPROVE ☐ DISAPPROVE
RATIONALE	The proposed development "Meadowstone Townhomes" is consistent with the guidance provided within *Mebane By Design*, the Mebane Comprehensive Land Development Plan. Specifically, it serves Goals 4.2 and 4.3. The proposed project is in harmony with the single-family and multifamily residential uses of some of its nearby properties.

August 4, 2021

Tim Smith, PE with Summit Design and Engineering Services
320 Executive Court
Hillsborough, NC 27268

Subject: Meadowstone – Water and Sewer System

Regarding the subject Preliminary Subdivision Plans 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 preliminary water and sewer system layout and find it acceptable and meets City standards based on the following:

Water system – Water service is available to Phase 3 from 12-inch water mains recently installed along Ben Wilson and Bowman Road associated with the Meadows and Bowman Village developments. A 12-inch water line extension from the intersection of Campaign Drive at Ben Wilson Road will be required along Ben Wilson Road heading north to serve Phases 1 & 2. The water system layout includes 8-inch and 6-inch water lines with appropriate valves and fire hydrants along Ben Wilson Road and the proposed internal street network. All water lines will be turned over to the City of Mebane for ownership and maintenance when completed in accordance with requirements. The City has adequate water capacity available to meet the domestic demand and fire flow requirements.

Sanitary Sewer system – Sewer service is available on-site with connection to the City's existing 18-inch sanitary sewer outfall. Phases 1 and 2 propose to connect to this sewer line. Phase 3 is proposed to connect to previous sewer installation associated with the Meadows Phase 2B. The sewer system layout includes 8-inch line extensions located generally within the internal street network with appropriate manhole spacing. All sewer lines will be turned over to the City of Mebane for ownership and maintenance when completed in accordance with requirements.

The permitted sewer use based on 147 3-bedroom townhomes at 80 gallons per day per bedroom is 35,280 gallons per day. Based on a historical water usage of less than 150 gpd per home, the anticipated tributary flow is approximately 22,050 gallons per day. The downstream Southeast Regional Pump Station and WRRF have adequate capacity to serve this project.

Available sewer capacity at the WRRF is approximately 0.72 million gallons per day (MGD) and 0.73 MGD at the Graham WWTP for a total of 1.45 MGD. This proposed project and other previously approved/permitted projects will reduce available capacity as they develop over time. The City's Capital Improvement Plan addresses the need for future sewer capacity at the WRRF with the following future projects:

- WRRF Expansion at min. 0.5 MGD (*currently considering 1.5 MGD expansion*).
- GKN and Arbor Creek PS rerouting wastewater to the Graham WWTP – 0.275 MGD current.
- I/I reduction projects (manhole and line rehabilitation) to limit lost capacity.

In addition, the City Council has adopted new policy on limiting the accumulation of paper flow (flow permitted at a higher amount than when tributary - in the system). Permitting of wastewater will be done one phase at a time as opposed to multiple phases and requires plat approval for the current phase prior to permitting flow for the next phase of development. This will improve the City's ability to permit sewer use for approved and planned projects moving forward.

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

Franz K. Holt, P.E. City Engineer
CC: Cy Stober, Development Director and Kyle Smith, Utilities Director

Technical Memorandum

Date: August 4, 2021
To: Cy Stober, Planning Director
From: Franz Holt, P.E.
Subject: Meadowstone – City Engineering review

The preliminary plans for Meadowstone dated July 30th, 2021 and prepared by Tim Smith with Summit Design and Engineering Services in Hillsborough, NC, have been reviewed by the Engineering Department as a part of the TRC plan review process. Our technical review comments are as follows:

A. General

Meadowstone is a 147-unit phased residential townhome development proposed on 25.6-acres and fronting Ben Wilson Road and Bowman Road.

Stormwater management control measures will be required for this project as planned built upon area exceeds 24% (Phase 2 rules for post construction runoff).

Water and Sewer service will be available from extensions of existing City of Mebane water and sewer lines.

Internal streets will be City of Mebane standard 31' b-b roll curb and gutter with sidewalks proposed on both sides of the street.

Amenities include a community building, picnic shelter, playground, fire pit, corn hole, small shelter, outdoor ping pong, a dog park, and multi-use path.

NCDOT driveway permits are required for the proposed roadway connections to Ben Wilson Road (3) and Bowman Road (1). Three-Party NCDOT encroachment agreements are required for work inside NCDOT right-of-way.

B. Water and Sewer System Layout

Regarding the subject Preliminary Subdivision Plans 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 preliminary water and sewer system layout and find it acceptable and meets City standards based on the following:

1. Water system – Water service is available to Phase 3 from 12-inch water mains recently installed along Ben Wilson and Bowman Road associated with the Meadows and Bowman Village developments. A 12-inch water line extension from the intersection of Campaign Drive at Ben Wilson Road will be required along Ben Wilson Road heading north to serve Phases 1 & 2. The water system layout includes 8-inch and 6-inch water lines with appropriate valves and fire hydrants along Ben Wilson Road and the internal

street network. All water lines will be turned over to the City of Mebane for ownership and maintenance when completed in accordance with requirements. The City has adequate water capacity available to meet the domestic demand and fire flow requirements.

2. Sanitary Sewer system – Sewer service is available on-site with connection to the City's existing 18-inch sanitary sewer outfall. Phases 1 and 2 propose to connect to this sewer line. Phase 3 is proposed to connect to previous sewer installation associated with the Meadows Phase 2B. The sewer system layout includes 8- inch line extensions located generally within the internal street network with appropriate manhole spacing. All sewer lines will be turned over to the City of Mebane for ownership and maintenance when completed in accordance with requirements.

   The permitted sewer use based on 147 3-bedroom townhomes at 80 gallons per day per bedroom is 35,280 gallons per day. Based on a historical water usage of less than 150 gpd per home, the anticipated tributary flow is approximately 22,050 gallons per day. The downstream Southeast Regional Pump Station and WRRF have adequate capacity to serve this project.

   Available sewer capacity at the WRRF is approximately 0.72 million gallons per day (MGD) and 0.73 MGD at the Graham WWTP for a total of 1.45 MGD. This proposed project and other previously approved/permitted projects will reduce available capacity as they develop over time. The City's Capital Improvement Plan addresses the need for future sewer capacity at the WRRF with the following future projects:

   - WRRF Expansion at min. 0.5 MGD (*currently considering 1.5 MGD expansion*).
   - GKN and Arbor Creek PS rerouting wastewater to the Graham WWTP – 0.275 MGD current.
   - I/I reduction projects (manhole and line rehabilitation) to limit lost capacity.

   In addition, the City Council has adopted new policy on limiting the accumulation of paper flow (flow permitted at a higher amount than when tributary - in the system). Permitting of wastewater will be done one phase at a time as opposed to multiple phases and requires plat approval for the current phase prior to permitting flow for the next phase of development. This will improve the City's ability to permit sewer use for approved and planned projects moving forward.

C. Watershed Overlay District and Phase II Stormwater Requirements

1. 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 Meadowstone project is tributary to 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 provides detailed standards. The SPCO does apply to this project as it will disturb more than one acre of land and it is estimated that the new built upon will be more than 24% of the site.

The project proposes two engineered storm water control devices with 100 year storm detention post vs. pre-development runoff. The Phase 3 storm water control device is proposed as a wet pond requiring fencing. The Phase 1 and 2 storm water control device type has not been determined at this time (wet pond, stormwater wetland, sand filter, or bio retention basin). When storing 2 feet or more of surface water the storm water control device will require fencing.

D. Storm Drainage System

Sec. 5-4. D. in the UDO provides requirements for storm drainage systems. The preliminary site plans include a preliminary piping layout that indicates certain pipe locations, inlets, and discharge points. Stormwater flows from these pipes will be transported to stormwater management devices before being released.

E. Street Access and TIA

Internal streets are considered local and to be constructed to the City standard of 31-ft. b-b roll curb and gutter section with sidewalks to be constructed generally on both sides of the street. A proposed 8' concrete multi-use path is proposed along the Rippling Court from Bowman Road to the end of the cul-de-sac. The continuation of the multi-use path that is not in road right-of-way will be 10' asphalt and HOA maintained (including the proposed bridge creek crossing). As this path potentially will be extended to other development public easements have been provided. However, until those extensions occur the responsibility for maintenance/ownership remains with the HOA. All internal streets are proposed to have 5' concrete sidewalks on both sides of the road (except where the multi-use path is proposed). Street stubs are not provided to adjacent undeveloped properties.

A Traffic Impact Analysis was submitted and reviewed by the City and NCDOT and indicated the need for a left turn lane on Ben Wilson Road onto proposed Dandelion Court (northern most connection).

F. Construction Plan Submittal

Sec. 7-6.7. A. in the UDO indicates that construction plans for all street facilities, including water and sewer facilities, shall be submitted following preliminary plat or site plan approval; therefore, construction plans are not required as a part of the site plan review. A utility plan is provided which generally shows the proposed water lines, sewer lines, and storm drainage and stormwater management devices to indicate that the project is feasible for utility service and providing stormwater management. Appendix E which is included in the UDO is a Construction Document checklist which is to be provided at such time as construction plans are submitted after Preliminary Site Plan approval. Based on city engineering review of the referenced preliminary site plans, it is my opinion that said plans are in substantial compliance with the UDO.

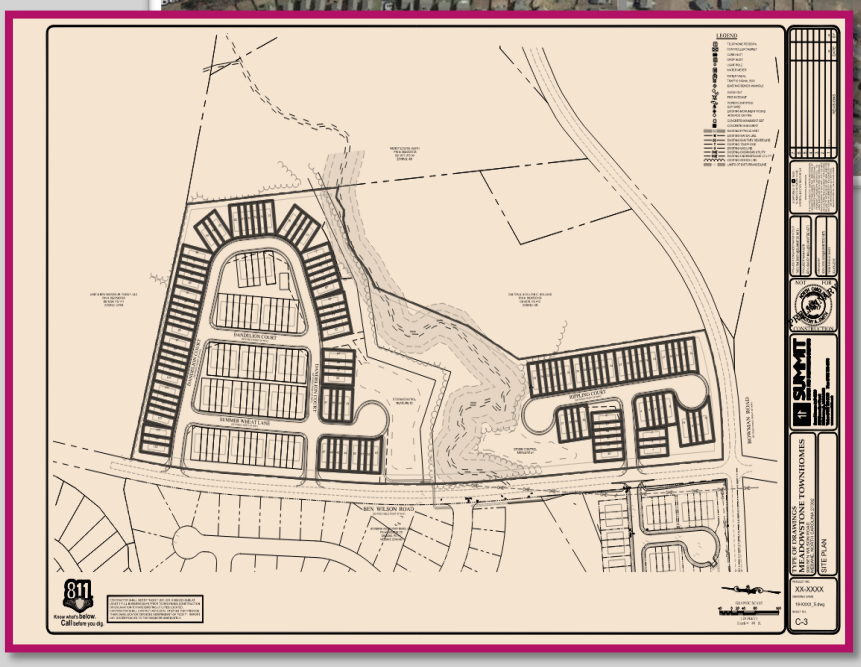
SUMMIT
DESIGN AND ENGINEERING SERVICES

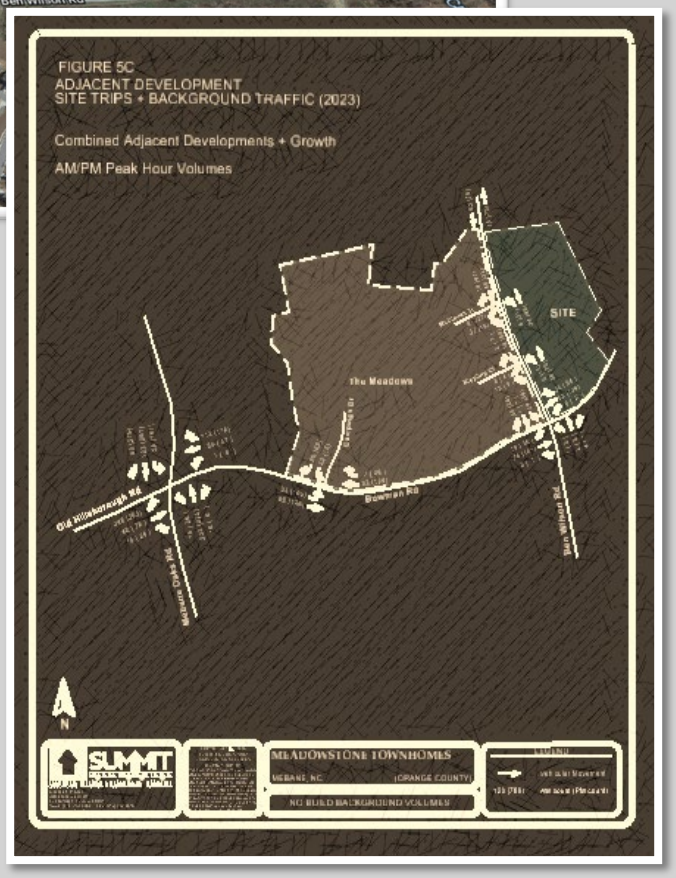
JULY 2020 (REVISED JUNE 2021)

Traffic Impact Analysis

Meadowstone Townhomes
Ben Wilson Road Mebane, NC
Prepared for Ben Wilson Road , LLC







Meadowstone Townhomes
Ben Wilson Road (SR 1140) & Bowman Road (SR 1142)
Mebane, North Carolina

Traffic Impact Analysis



DocuSigned by:
Edward W Sirgany
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6/07/2021

Prepared by
Summit Design & Engineering
320 Executive Court
Hillsborough, NC 27278
License Number: P-0339

Prepared for
Ben Wilson Road, LLC
320 Executive Court
Hillsborough, NC 27278

July 2020
REVISED June 2021

SUMMIT
DESIGN AND ENGINEERING SERVICES

320 Executive Court, Hillsborough, NC 27278
Phone // 919.732.3883 Web // www.summitde.net

Executive Summary

Introduction

A proposed residential development consisting of one hundred sixty-three (163) townhomes is planned to be constructed on a site that is on Ben Wilson Road (SR 1140) north of Bowman Road (SR 1142) and south of Bray Drive in Collington Farms subdivision in the City of Mebane in Orange County, North Carolina. The development is being proposed on a combination of three parcels totaling approximately 26 acres. The development will be built in three (3) phases over a three-year period after work commences in 2021. Two separate tracts of townhomes will be constructed on the east side of Ben Wilson Road, with three site entrances proposed, two entrances for the northern, larger grouping of homes, and one entrance further south closer to Bowman Road for the smaller grouping of townhomes. The access points will be street type entrances, each built with one entry lane and one exit lane onto Ben Wilson Road. The accesses will be built to NCDOT and City of Mebane standards, and all internal streets are proposed to be City maintained streets.

Summit Design & Engineering analyzed the development to determine the potential traffic impacts that this project may have on the roadway network. The analysis will identify any transportation improvements that may be required to accommodate the impacts of both the projected background traffic and the new development traffic. The following intersections were included in the study:

- Mebane Oaks Road (SR 1007) & Old Hillsborough Road (SR 2126)
- Bowman Road (SR 1142) & Ben Wilson Road (SR 1140)
- Ben Wilson Road (SR 1140) & Rippling Court (Site Dr. #1)
- Ben Wilson Road (SR 1140) & Dandelion Court (S) (Site Dr. #2)
- Ben Wilson Road (SR 1140) & Dandelion Court (N) (Site Dr. #3)

The Vicinity Map shows the location of the site near Mebane, NC, and the intersections in the vicinity that are part of this Traffic Impact Analysis. The subject intersections were analyzed for the following scenarios:

- 2020 Existing Conditions
- 2021 Future No Build Conditions
- 2021 Future Phase I Build Conditions
- 2023 Future No Build Conditions
- 2023 Future Buildout Conditions

A scoping discussion was held with City of Mebane Planning staff, as well as NCDOT Division 7 staff, to obtain background information and to determine the elements to be covered in this Traffic Impact Analysis (TIA). The topics discussed involved selecting the intersections to be studied, the background growth rate, and any recently approved developments and/or TIP projects that may be impacted or create an impact on the study area. Following the scoping discussion, the NCDOT TIA Checklist was completed and submitted to the City of Mebane, in lieu of a traditional Memorandum of Understanding.

Based on discussions with City and NCDOT staff, it was determined that the study corridor would include the proposed main public street intersections along Ben Wilson Road from and including the intersection at Bowman Road (SR 1142) to the intersection at Dandelion Court (N) (Site Dr. #3). In addition, the existing intersection of Mebane Oaks Road (SR 1007) and Old Hillsborough Road (SR 2126) will be included in the study. The site drives are correspondingly named streets on the site plan, site drive #1 named Rippling Court (an extension of the same named street in The Meadows Phase IV presently under construction), site drive #2 named Dandelion Court, which completes a U-shape pathway through the proposed townhome community and intersects Ben Wilson Road again at site drive #3.

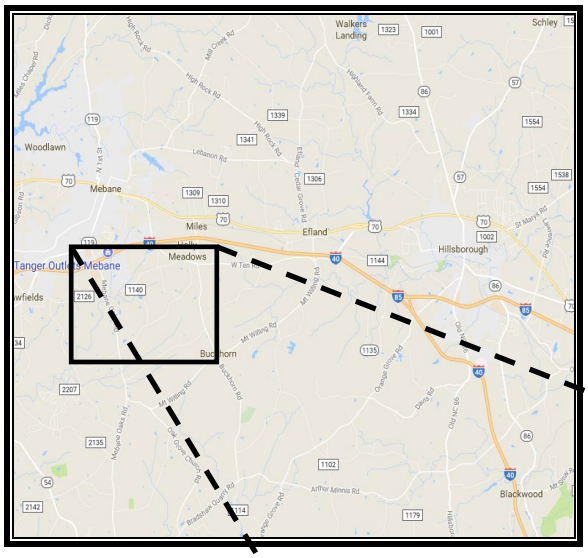
As part of the City of Mebane Unified Development Ordinance, there is consideration to provide a capacity analysis of all transportation modes. However, in light of the lack of a transit system in the area, it was agreed that analysis of the transit mode would not be necessary for this study, but bicycle and pedestrian modes will be applicable.

There are developments in the area that have been approved and under construction (or soon to be) that will need to be considered as part of this Traffic Impact Analysis, specifically the future trips created when they are completed. These developments are The Meadows, The Summit Church, and the Bowman Village/Bowman Place subdivision. These developments are in various stages of permitting and phased construction, and the impacts of the trips generated by those developments are captured within this Traffic Impact Analysis.

As a result of the issues from COVID-19 and stay at home orders, NCDOT has requested that no new data be collected for traffic counting purposes in the short term, until restrictions have been lifted and traffic returns to conditions closer to normal. As a result of this request, it was agreed between the City, NCDOT and the developer that data obtained in October 2015 for the adjacent subdivision, The Meadows, would be acceptable to use, along with applying a growth rate to bring the turn movement counts in close proximity to estimated 2020 levels.

Data was collected at the two existing subject intersections, at Mebane Oaks Road/Old Hillsborough Road and Bowman Road/Ben Wilson Road by Davenport & Associates for use in a TIA developed for The Meadows. Data was collected for the AM and PM peak hours, from 6 AM to 9 AM and from 4 PM to 7 PM to allow for determining the exact peak hours. The turn movement counts were collected on October 14 and 15, 2015 while all traditional and year-round schools were in session. The data was collected in 15-minute intervals at all locations to determine the exact peak hour within the data collection period.

VICINITY MAP



LEGEND

= Study Area Intersection

1 - Mebane Oaks Rd. & Old Hillsborough Rd.

2 - Ben Wilson Rd. & Bowman Rd.

3 - Ben Wilson Rd. & Rippling Ct./Site Dr #1

5 - Ben Wilson Rd. & Dandelion Ct./Site Dr #2

6 - Ben Wilson Rd. & Dendelion Ct./Site Dr #3



Trip Generation

The site generation potential of the proposed development was computed using the 10th Edition of *ITE Trip Generation Manual*. The trip generation calculated trips based on a total build of one hundred sixty-three (163) Townhomes (Low Rise) (ITE Land Use Code 220). The developer plans to construct the subdivision in three phases over a period of 3 years. Per NCDOT Congestion Management Standards, and the Rate vs. Equation Spreadsheet effective July 1, 2018, the trip generation was calculated using the Equation Method for the adjacent street peak hour data.

The weekday average daily trips generated, as well as AM and PM Peak Hour trips by development phase are shown for the proposed land use in Table 3:

TABLE 3
SUMMARY OF SITE TRIP GENERATION

								Adjacent Street Traffic Volumes					
					Wkday Avg # Trips			Weekday AM Peak Hr			Weekday PM Peak Hr		
Phase	ITE Code	Land Use	Size	Units	Enter	Exit	Total	Enter	Exit	Total	Enter	Exit	Total
Phase I	220	LOWRISE1	45	Dwelling Units	150	149	299	5	17	22	18	11	29
Phase II/II	220	LOWRISE1	118	Dwelling Units	446	446	892	12	42	54	39	23	62
		TOTAL	**163**	**Unadjusted Volume**	**596**	**595**	**1191**	**17**	**59**	**76**	**57**	**34**	**91**
				Internal Capture				0	0	0	0	0	0
				Pass-By Trips				0	0	0	0	0	0
				Volume Added to Adjacent Streets	**596**	**595**	**1191**	**17**	**59**	**76**	**57**	**34**	**91**

Source: *ITE Trip Generation Manaul, 10th Edition*

For a residential type land use, pass-by trips are not utilized, as those type types apply to retail and service type land uses. Similarly, there are no internal capture trips to account for in a residential development.

The 2021 total unadjusted volumes were calculated to be 22 trips during the AM peak hour (5 entering and 17 exiting), and 29 trips during the PM peak hour (18 entering and 11 exiting) at the Phase I build. The average weekday trips added to the network total 299, with 150 entering and 149 exiting vehicles. These trips were distributed to one access point, as this phase of the development will only construct the southernmost section in 2021.

The total unadjusted volumes were calculated to be 76 trips during the AM peak hour (17 entering and 59 exiting), and 91 trips during the PM peak hour (57 entering and 34 exiting) at full buildout. The average weekday trips have been calculated to be 1,191 total, with 596 entering trips and 595 exiting trips. These trips are distributed across all three proposed entrances for the development at full buildout. The Phase I buildout is planned to construct only the first forty-five (45) units in the southern parcel of the site, which has a separate access for these units only, therefore the distribution is slightly different for Phase I and the full buildout.

Adjacent Developments

There are several approved and planned developments within the study area that were identified by the City of Mebane planning staff that could either impact or be impacted by the proposed development. There are three adjacent developments that must be considered for this study: the Summit Church, The Meadows subdivision and Bowman Village / Bowman Place subdivision. Only The Meadows is partially constructed with occupied units, the other two are in various phases of the construction process, and do not have any residential units constructed and occupied to date.

The Summit Church development had a Traffic Impact Study completed in February of this year, however the peak hour for a church generally occurs on a Sunday morning, and has little impact on the weekday typical AM and PM peak hour. For this reason, the Summit Church distributions did not influence the distribution assumptions for the Meadowstone Townhomes.

The Meadows subdivision had a Traffic Impact Analysis completed in 2015, and although proposes a larger number of homes, the trip distributions were useful in the development of the study for Meadowstone Townhomes, since they share a common roadway and similar network. One of the assumptions for The Meadows was that it would be completely built out by 2020, however the development is only partially complete. Approximately 75 homes have been built in Phase I, and are occupied (for the purposes of baseline 2020 traffic). Therefore it was necessary to re-configure the trip distributions for this development according to the current build phases. The same distributions were utilized, however the existing 2020 traffic only has access through one entrance, while the remaining build phases will have access to all three entrances.

The Bowman Village / Bowman Place subdivision, although nearby and in proximity to Meadowstone Townhome development to be included in this study, is likely to impact the roadway network slightly differently. The eastern perimeter of Bowman Village accesses Rock Quarry Road, which provides quick, convenient access to the I-85/I-40 corridor. While there are likely to be trips to and from the west along Bowman Road, it will be considerably less than what would be expected from The Meadows and Meadowstone Townhomes. The trip distribution proposed for Bowman Village / Bowman Place is a 25% / 75% distribution west versus east. The figures in Appendix D show the distributions, and the trip assignments noted in this study were derived from these distributions.

Trip Distribution

The primary site trips for the proposed development were distributed based upon the existing traffic patterns, similar distribution pattern for adjacent developments, and engineering judgement. Since there have been several residential developments in the area recently approved, the trip distributions closely resemble the adjacent developments' distributions.

A review of the existing turning movement counts at the subject intersections indicate directional flow in the peak hours, primarily inbound in the morning (towards the City), and outbound in the afternoon. Distribution ratios have been developed for the Phase I build of the site, since only one complete parcel of the development is proposed to be completed in 2021. For this phase of construction, it was assumed that 60% of the new trips will be generated to/from the north on Ben

Wilson Road, 30% of the new trips to/from the west on Bowman Road and 10% new trips to/from the east on Bowman Road.

A separate distribution for the overall completion of the development was also developed that distributes traffic across all three proposed access points. The primary distributions although similar to the Phase I distribution, have further distribution splits at each access point to the development. Based on the layout of the internal street system within the development, a relative split of two to one (2 to 1) for trips in and out of the northern section of the development is assumed between the streets. A higher percentage of trips to/from the north would be expected to access the parcel from the first street approached, since the entire parcel can be accessed from either street. Some trips can be expected to enter and exit from the furthest street on approach, since that will likely be a shorter route for some number of homes within the development.

Both of the phased distributions and directional splits at the two existing study intersections are reflective of the distributions utilized for The Meadows development, as much as possible. The new trips generated for both of these developments would be expected to be similar, with the main difference in traffic patterns being the additional access that The Meadows provides on Bowman Road. Without a major access point further west on Bowman Road for Meadowstone, it was assumed a higher percentage of trips would utilize the Wilson Road to Ben Wilson Road route, than the proposed trips for The Meadows development.

The results of the study are presented as follows, listed by intersection:

Mebane Oaks Road & Old Hillsborough Road

The proposed development, and the adjacent developments under construction, will add new trips to this currently unsignalized intersection. However, a planned widening project and subsequent signal installation at this intersection provides adequate capacity for these developments in all operating conditions. The Level of Service for this intersection will improve by 2021 to LOS C for the AM and PM peak hours for all future horizons. These improvement will provide adequate capacity in this configuration for several years after the project buildout.

Ben Wilson Road & Bowman Road

The proposed development, and the adjacent developments under construction, will add new trips to this intersection that would be turning movements on Ben Wilson Road, as well as through movements on Bowman Road. The Level of Service for this intersection will remain at B (or better in the 2021 AM peak hours) for all future build or No build conditions. The existing configuration will provide adequate capacity for several years after the project buildout.

Ben Wilson Road & Rippling Court (Site Drive #1)

With the construction of the 2023 full Buildout of the proposed development a fourth leg will be added to this intersection, and new trips generated by the proposed forty-five (45) units. The trips will be added as west bound left and right turns from Rippling Court (WB) and left and right turns from Ben Wilson Road into the site. None of these movements experience excessive delays or queues, and the configuration of the intersection provides adequate capacity. These additional trips will not decrease capacity of the intersection, nor create longer queues on Rippling Court for either approach.

The Level of Service for the intersection overall is A under all future conditions, with less than 10 seconds average delay.

Ben Wilson Road & Dandelion Court (s) (Site Drive #2)

This intersection is planned to be constructed as part of the Phase I Build in 2021 of the development, and will add new trips to the roadway network however, only the new trips generated by the buildout of the townhomes will add any turning traffic at this intersection. All other adjacent developments, as well as the proposed site will add only through movements at this intersection in all but the full build conditions. The trips generated by the site will be left and right turns both from Dandelion Court as well as from Ben Wilson Road. These additional trips will not decrease capacity of the intersection, nor create longer queues on Rippling Court for either approach. The Level of Service for the intersection overall is A under all future conditions, with less than 10 seconds average delay.

Ben Wilson Road & Dandelion Court (n) (Site Drive #3)

This intersection is also planned to be constructed as part of the full buildout of the development, and will add new trips to the roadway network however, only the new trips generated by the buildout of the townhomes will add any turning traffic at this intersection. All other adjacent developments, as well as the proposed site will add only through movements at this intersection in all but the full build conditions. The trips generated by the site will be left and right turns both from Dandelion Court as well as from Ben Wilson Road. A left turn lane will be installed for this development per City of Mebane UDO requirements, and will be constructed at the northern most access of Dandelion Court (Site Drive #3). The turn lane will provide storage of 100 feet for southbound turning vehicles on Ben Wilson Road. The additional trips do not decrease capacity of the intersection, with or without the turn pane provided, and the queues on Dandelion Court are of minimal length. The Level of Service for the intersection overall is A under all future conditions, with less than 10 seconds average delay.

A summary of the existing, No Build conditions and Build conditions is provided on the following page indicating the capability of the roadway network to handle the new trips generated by this site.

HCM 6th Edition (Revised)

Level of Service Summary

	AM PEAK	2020 EXISTING	2021 NO BUILD	2021 BUILD	2023 NO BUILD	2023 BUILD	2023 BUILD + IMP
1	Mebane Oaks Rd & Old Hillsborough Rd * Existing 4 way stop upgrades to signal in 2021	B (14.0)	C (21.7)	C (22.1)	C (24.8)	C (25.3)	C (25.3)
2	Bowman Rd & Ben Wilson Rd	A (9.5)	A (9.7)	A (9.7)	B (10.1)	B (10.2)	B (10.2)
3	Ben Wilson Rd & Rippling Ct/Site Dr #1	- -	A (8.8)	A (8.9)	A (8.9)	A (9.3)	A (9.3)
4	Ben Wilson Rd & McClellan Trl	- -	A (9.0)	A (9.0)	A (9.2)	A (9.4)	A (9.4)
5	Ben Wilson Rd & Site Dr #2	- -	- -	A (8.9)	- -	A (9.3)	A (9.3)
6	Ben Wilson Rd & Site Dr #3	- -	- -	- -	- -	A (9.1)	A (9.1)

	PM PEAK	2020 EXISTING	2021 NO BUILD	2021 BUILD	2023 NO BUILD	2023 BUILD	2023 BUILD + IMP
1	Mebane Oaks Rd & Old Hillsborough Rd * Existing 4 way stop upgrades to signal in 2021	F (70.6)	C (20.2)	C (20.4)	C (21.9)	C (22.3)	C (22.3)
2	Bowman Rd & Ben Wilson Rd	B (10.0)	B (10.7)	B (10.9)	B (11.4)	B (11.9)	B (11.9)
3	Ben Wilson Rd & Rippling Ct/Site Dr #1	- -	A (8.7)	A (8.8)	A (8.9)	A (9.8)	A (9.8)
4	Ben Wilson Rd & McClellan Trl	- -	A (9.0)	A (9.1)	A (9.4)	A (9.6)	A (9.6)
5	Ben Wilson Rd & Site Dr #2	- -	- -	A (8.9)	- -	A (9.4)	A (9.4)
6	Saddle Club Rd. & Shallow Spring Dr. (Site Dr. #2	- -	- -	- -	- -	A (9.1)	A (9.1)

LOS (delay in seconds)
Note: for unsignalized conditions, LOS and delay indicates only minor street approach with longest delay.

Bicycle and Pedestrian Level of Service (BLOS/PLOS) Results

There are several different methods to analyze bicycle and pedestrian modes of transportation, and to determine the Bicycle Level of Service (BLOS) and Pedestrian Level of Service (PLOS), but the method to be used to do this is generally site and network dependent. The *Highway Capacity Manual* can be used to determine a LOS value for each mode of transportation, but it too varies by the chapter of the Manual being utilized.

Separately, but part of the basis for the research and development of the BLOS/PLOS for the *Highway Capacity Manual*, use of the BLOS/PLOS Calculator developed by Sprinkle Consulting is possible that can evaluate features that are not dependent upon pedestrian volumes or bicycle volumes. These analyses developed and utilized the "Level of Traffic Stress" measure that determined how well the features of sidewalks, bicycle paths and lanes, and density of users related to the comfort level of each user.

A corresponding chart of values was factored from algorithms derived from research, that set a scale from A to F, similar to automobile LOS, but not based on delay values that is used for the automobile mode. This model is still used across the US for many cities, large and small, and represents a reasonable estimation of Level of Service where pedestrian and bicycle counts are unavailable.

For the evaluation of this site, the developer has committed to the construction of sidewalks within the subdivision on all streets, as well as a ten-foot wide multi-use path extending from the southernmost cul-de-sac in the northern section of homes, out to Ben Wilson Road. The multi-use path will be constructed along Ben Wilson Road south to a crossing near McClellan Trail to provide access to The Meadows development, and the sidewalk system developed within that subdivision. By crossing the path at this location, it provides a logical crossing point to allow motorists, cyclists and pedestrians to determine the respective movements of vehicles, bikes and pedestrians to minimize conflicts. The crossing will include a high-visibility type crosswalk and appropriate signage on Ben Wilson Road.

Within the subdivision, the sidewalks are proposed to be constructed on both sides of all internal streets, in both northern and southern sections of the development. The sidewalks proposed along the subdivision streets are five (5) feet in width. All sidewalks will be constructed with ADA compliant curb ramps at intersections, in accordance with City of Mebane standards. The results of each condition's analysis are summarized below:

BLOS / PLOS SUMMARY
Ben Wilson Road

	2020	2021		2023	
	EXISTING	NO BUILD	BUILD	NO BUILD	BUILD
Bicycle LOS	C (2.66)	C (2.92)	C (2.89)	C (3.09)	C (3.14)
Pedestrian LOS	D (4.11)	D (3.65)	C (3.35)	B (2.48)	B (1.92)

LOS	MODEL SCORE
A	≤ 1.50
B	1.51 - 2.50
C	2.51 - 3.50
D	3.51 - 4.50
E	4.51 - 5.50
F	> 5.50

The Buildout Level of Service indicates an improvement in the Level of Service for both pedestrians and cyclists, since the proposed development will be providing a left turn lane for the site, as well as the multi-use path connection from the site to the existing sidewalk on Ben Wilson Road. The analysis provides intuitive results to the differences the pedestrian and bicycle features included in a project can have for various related buildout or no-build conditions. These improvements show a significant improvement in the Level of Service for pedestrians by the addition of the sidewalks, while providing adequate Level of Service for bicyclists.

Conclusions and Recommendations

In summary, the residential development site on the east side of Ben Wilson Road, north of Bowman Road in Mebane (Orange County) was analyzed for five (5) separate conditions including 2020 Existing Conditions, 2021 Phase I Build/No Build Conditions and 2023 Build/No Build Conditions. The trip generation analysis indicates that the proposed development of one hundred sixty-three (163) townhomes to be constructed in three (3) phases starting in 2021 is expected to generate a total of 1,191 trips per day, with 76 trips during the AM peak hour, and 91 trips in the PM peak hour at full buildout.

For the purposes of this study, the total volume added to the adjacent roadway network was not reduced for any pass-by trips or Internal Capture trips, since this is a residential subdivision. Due to the current situation with COVID-19 and its impact on typical traffic patterns, a review of 2015 traffic counts was utilized and projected forward to 2020 to provide the basis current existing traffic conditions. A phased addition of trips generated by The Meadows development was compiled as an adjacent development, since it initially had been planned to be completed by 2020, but is only partially constructed at the time of this study.

All scenarios were configured according to NCDOT Congestion Management requirements for capacity analysis. New trips added to the study area from approved adjacent developments presently under construction were considered and included in the future traffic analysis. An analysis of the Bicycle Level of Service and Pedestrian Level of Service was also calculated as required by the City of Mebane Unified Development Ordinance. An assumption was made that the speed limit on Ben Wilson Road at the current City Limit boundary will be extended south to Bowman Road, as a condition for annexation.

For this site construction, three (3) new street accesses will be built for the site that will provide access from Ben Wilson Road. The two northern site accesses on Ben Wilson Road will be constructed at approximately 500 foot spacing between each other as well as 500 feet to McClellan Trail, a site access for The Meadows development now under construction. The third entrance, which provides access to an isolated parcel of forty-five (45) townhomes, will be constructed directly opposite Rippling Court, just north of Bowman Road. All three access points provide one entering lane and one exiting lane, and the northern most access will provide a south bound left turn lane for traffic entering the site.

In addition to the roadway network within the site, and required sidewalks, the development will also construct a 10-foot wide multi-use path that connects from a cul-de-sac in the northern parcel of home to a sidewalk along Ben Wilson Road. This sidewalk will also provide a connection to the sidewalk network under construction and provided by The Meadows development, and extend south to Bowman Road. Construction of the project is expected to begin in 2021 and be completed by the end of 2023, pending agency approvals.

Summit Design & Engineering developed the existing traffic count information for the existing intersections, calculated the trip generation for the site development and analyzed the traffic impacts to formulate the recommendations in this study. Discussions with NCDOT Division 7 staff as well as City of Mebane Planning Department staff were conducted to determine the complete scope of the report, including the multi-modal aspects of the study.

The existing roadway network demonstrated the ability to adequately handle the added site trips to the network with only minimal improvements, as the Existing, Future No Build and Future Buildout analysis Level of Service indicates adequate roadway capacity under the current operating conditions.

A summary of the results for the study intersections are as follows:

Mebane Oaks Road & Old Hillsborough Road

With the planned construction by NCDOT of additional turn lanes on all approaches, as well as the addition of a traffic signal at this intersection, the capacity and Level of Service are improved greatly for all future conditions., and adjacent approved developments. With the addition of the proposed site traffic to the roadway network, the analysis of this intersection during build conditions indicate that all approaches will operate at acceptable levels of service, and subsequent queues are provided adequate storage length for the turning movements under the NCDOT project. There is adequate capacity available to handle additional traffic for the proposed site, the adjacent developments under construction, and annual growth.

No improvements are recommended for this intersection.

Ben Wilson Road & Bowman Road

The existing configuration shows minimal increases in delay for both peak hours for existing and no build future conditions. The addition of adjacent developments presently under construction do not decrease the capacity of the intersection. Addition of new trips generated by the Meadowstone Townhomes development for both Phase I build and complete buildout also impact the intersection's capacity at minimal decreases, under stop sign control, and the intersections continues to provide adequate future capacity as well as minimal delay, with the highest possible Level of Service classification (A).

No improvements are recommended for this intersection.

Ben Wilson Road & Rippling Court (Site Drive #1)

The construction of the development will create a new, fourth approach leg to the existing three-leg intersection on Ben Wilson Road at Rippling Court. The new approach will be constructed with one entering and one exiting lane providing access to a small, isolated forty-five (45) unit parcel of the development. There is minimal delay associated with the new access drive, and no queuing observed on any of the approaches of the intersection under buildout conditions. There is adequate capacity available on Ben Wilson Road to handle additional traffic for the adjacent developments, the proposed site, as well as annual growth.

Construct a new site access road on the east side of Ben Wilson Road directly opposite Rippling Court and, approximately 350 feet north of Bowman Road with one entry lane and one exit lane. The site access shall be constructed with the Full Buildout (2023) of the subdivision.

Ben Wilson Road & Dandelion Court (s) (Site Drive #2)

The construction of the development will create a new intersection on Ben Wilson Road to access the northern most parcel of new townhomes. The new intersection will be constructed with one entering and one exiting lane on Dandelion Court, allowing entering vehicles from Ben Wilson Road under its current (two-lane/two-way) configuration. There is minimal delay associated with the new intersection, and no queuing observed on any of the approaches of the intersection under buildout conditions. There is adequate capacity available on Ben Wilson Road to handle additional traffic for the adjacent developments, the proposed site, as well as annual growth.

Construct a new site access road on the east side of Ben Wilson Road approximately 525 feet north of McClellan Trail with one entry lane and one exit lane. The site access shall be constructed with the Phase I Build (2021) of the subdivision.

Ben Wilson Road & Dandelion Court (n) (Site Drive #3)

The construction of the development will create a third new intersection on Ben Wilson Road to access the northern most parcel of new townhomes. The new intersection will be constructed with one entering and one exiting lane on the northern end of Dandelion Court, as well as providing a left turn lane for south bound traffic entering the site. There is minimal delay associated with the new intersection, and no queuing observed on any of the approaches of the intersection under buildout conditions. There is adequate capacity available on Ben Wilson Road to handle additional traffic for the adjacent developments, the proposed site, as well as annual growth.

Construct a new site access road on the east side of Ben Wilson Road, approximately 1,000 feet north of McClellan Trail, with one entry lane and one exit lane. The site access shall be constructed with the Phase II and III build of the subdivision.

Construct a left turn lane on Ben Wilson Road southbound for this site access, with 100 feet of storage and appropriate taper. The construction of this turn lane should be completed within the second phase of the project, and be completed prior to the construction of greater than 50 lots.

All driveway accesses roadway shall be constructed to City of Mebane standards and specifications and per the City's Unified Development Ordinance. Any NCDOT requirements related to NCDOT maintained roadways will be designed to NCDOT standards and specifications.

In conclusion, this study has reviewed the impacts of both background traffic conditions and the proposed traffic to be generated by the site as well as the adjacent developments presently under construction, studied the impacts to the roadway network, and has determined that there will be adequate capacity for future traffic. In addition, this study provided a Level of Service analysis for bicycle and pedestrian modes, and found that the amenities and features proposed with the construction of this development will enhance and improve the non-automobile modes of transportation in the area. Speed information was collected for further evaluating the speed on Lebanon Road by NCDOT, as the adjacent developments are built to completion.

RAMEY KEMP ASSOCIATES
Moving forward.

T 919 872 5115

5808 Faringdon Place
Raleigh, NC 27609

June 8, 2021

TO: Cy Stober, AICP
Development Director – City of Mebane
E: cstober@cityofmebane.com

FROM: Michael Karpinski, PE
Ramey Kemp Associates
E: mkarpinski@rameykemp.com

SUBJECT: **Meadowstone Townhomes TIA Review Comments**

Mr. Stober:

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

Study Summary

The proposed site is a residential development located east of Ben Wilson Road and north of Bowman Road in Mebane, NC. The development is expected to consist of 163 townhomes. The development is proposed to be built in three (3) phases over a three-year period after work begins in 2021, with full buildout anticipated in 2023. Access is proposed via four (4) full access site driveway connections: two (2) site driveways for the northern tract and two (1) site driveways for the southern tract with no cross-connectivity between the tracts.

The development is anticipated to generate approximately 1,191 daily trips during a typical weekday at full buildout – with 76 trips occurring during the morning (AM) peak hour and 91 trips occurring during the afternoon (PM) peak hour. Analysis was performed for five (5) scenarios: 2020 Existing, 2021 Future No-Build, 2021 Future Build (Phase 1), 2023 Future No-Build, and 2023 Future Build (Full Buildout) Conditions. Analysis results indicate that the levels-of-service from the Future No-Build scenarios remain the same with some minor increases in delay under the Future Build scenarios.

At the time the subject TIA was prepared and submitted, NCDOT project 47786 (considered in the analysis of future traffic conditions) was planned to be let the current budget year, and under construction in the fall. This project will improve the Mebane Oaks Road and Old Hillsborough Road intersection with the addition of left-turn lanes on all approaches, right-turn lanes on the southbound and westbound approaches, and installation of a traffic signal. STIP Project No. I-5711 will improve the Mebane Oaks Road / I-40 / I-85 interchange ramp intersections, as well as provide additional lanes on Mebane Oaks Road; however, the southern project limits do not extend to the study intersections for the subject TIA and was therefore not considered in the analysis of future traffic conditions.

The TIA for the subject development recommended an exclusive southbound left-turn lane with 100’ of storage on Ben Wilson Road at the intersection of Ben Wilson Road and Site Drive #3. **Based on the review of the Meadowstone Townhomes TIA, no additional improvements within the study area are required to accommodate site traffic associated with the subject development.**

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 <u>not</u> requested.

<u>TIA Report</u>

1. Due to the impacts of the COVID-19 pandemic, no new traffic count data was collected; therefore, traffic counts collected in 2015 were projected to the existing analysis year of 2020 utilizing a 2% growth rate to determine the existing AM and PM peak hour traffic volumes at the study intersections. This methodology appears reasonable and is consistent with the approved scope / methodology from the NCDOT TIA Scoping Checklist.

2. An annual growth rate of 1.5% was applied to the existing (2020) peak hour traffic volumes to determine future traffic volumes at Phase 1 (2021) and full buildout (2023). In addition to background traffic projections, three adjacent developments were considered in the analysis of future traffic conditions: The Meadows subdivision, the Summit Church, and the Bowman Village / Bowman Place subdivision. This methodology appears reasonable and is consistent with the approved scope / methodology from the NCDOT TIA Scoping Checklist.

3. Trip generation results presented in the TIA, assuming 163 townhome units, are correct.

4. There is conflicting information regarding the number of townhome units proposed at full buildout when comparing the site plan, TIA report, and the NCDOT TIA Scoping Checklist. The NCDOT TIA Scoping Checklist indicates 168 townhome units, while the TIA report and capacity analysis results for the subject development are based on 163 townhome units. Additionally, the site plan provided in the TIA (Figure 1 – Page 7) illustrates 168 townhome units. The difference in trip generation potential between 163 and 168 townhome units is minor (difference of less than 5 trips during the AM and PM peak hours) and is not expected to significantly impact the capacity analysis results; <u>however, the developer / TIA consultant should coordinate with NCDOT and City staff to confirm the number of townhome units proposed at full buildout.</u>

5. The trip distribution is reasonable and generally consistent with similar developments in the area.

6. Figures 7A & 7B: Phase 1 and Full Buildout Site Trip Assignments – There are minor imbalances (loss or gain of one trip in both the AM and PM peak hours) in site trips between study intersections. Additionally, the entering and exiting trips during both peak hours do not sum to equal the proposed trip generation potential at full buildout (Figure 7B). These are not expected to significantly impact the analysis results.

7. The TIA evaluated bicycle and pedestrian modes of transportation within the study area. The TIA indicated that the developer has committed to the construction of sidewalks within the subdivision on all streets and a ten-foot multi-use path along Ben Wilson Road from the northern tract to provide access to the Meadows subdivision sidewalk system. The results of the analysis using the Sprinkle model under full buildout indicates an improvement in level-of-service for pedestrians since the proposed development will be providing additional sidewalk along Ben Wilson Road. Due to the lack of a transit system servicing

the roadways along the frontage of the proposed development, it was agreed that analysis of the transit mode would not be necessary for this study.

Synchro Analysis

1. NCDOT Congestion Management Guidelines indicate a volume of 4 should be used for any allowable movements that have actual counts lower than 4. Several movements in the Synchro files have volumes less than 4. However, these volumes are relatively low and are not anticipated to significantly impact the analysis results.

General

1. The development is generally consistent with City of Mebane long-range plans. City of Mebane's 2040 Comprehensive Transportation Plan (CTP) does not include any recommendations for pedestrians and bicyclists on Ben Wilson Road or Bowman Road along the site frontage.

2. It should be noted that based on the City of Mebane's 2040 CTP, Mebane Oaks Road is showing the need for widening from the I-85 Interchange to the southern study area boundary, near Oak Grove Church Road, to improve the flow of traffic and decrease delay.

AGENDA ITEM #4D

RZ 21-010

Rezoning –

702 Vance Street

Presenter

Cy Stober, Development Director

Applicant

VGG Holdings LLC

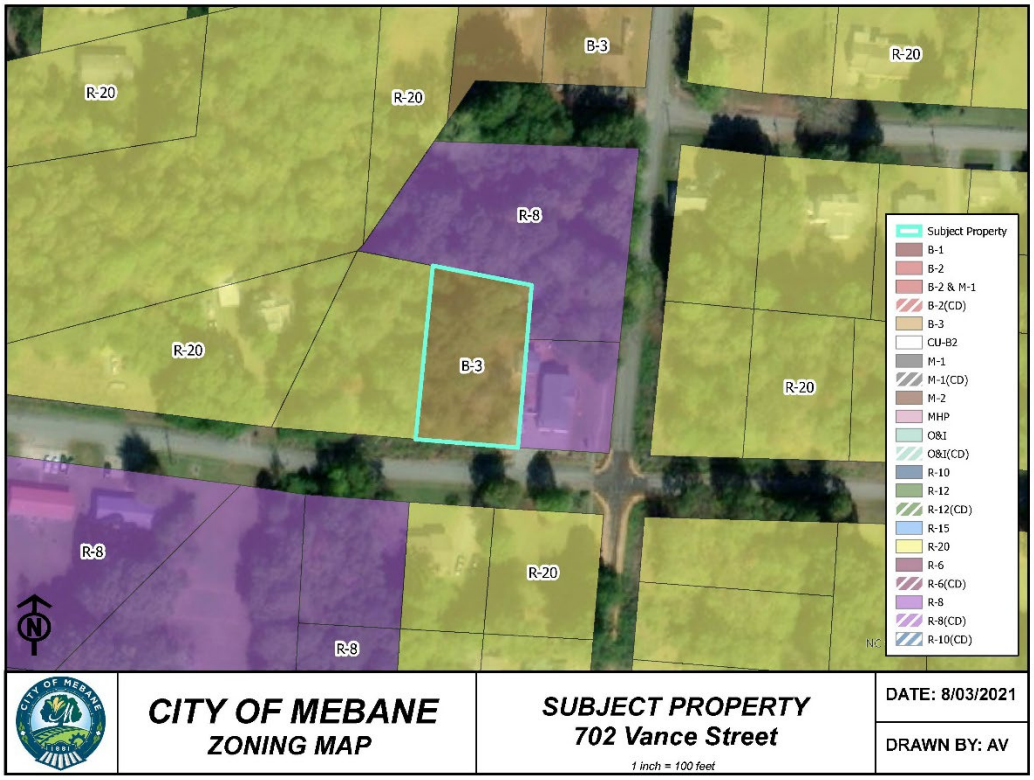
7720 Basset Hall Court

Raleigh, NC 27616

Public Hearing

Yes ☒ No ☐

Zoning Map



Property

702 Vance Street

Alamance Co.

9815730196

Proposed Zoning

R-12

Current Zoning

B-3

Size

+/- 14,963 sf

(0.343 acre)

Surrounding Zoning

R-20, R-8

Adjacent Land Uses

Vacant Residential, Single-Family Residential

Utilities

Water and sewer are present

Floodplain

No

Watershed

No

City Limits

Yes

Summary

VGG Holdings LLC, c/o Peter Gitto, is requesting a rezoning from B-3 (Neighborhood Business District) to R-12 (Residential District) to allow for a new single-family detached home. The property is currently vacant and located within the Mebane City Limits. The surrounding zoning includes R-20, R-8, and B-3. The immediate area land use is primarily single-family residential and vacant land. There are several nonconforming properties zoned B-3 but being used for single-family residential that are north of the subject property.

The subject property and the adjacent property (704 Vance Street) were previously recognized as a single tax parcel (Parcel ID No. 165586) by Alamance County and as a single property with split-zoning (R-20 and B-3) on the City of Mebane Zoning Map. However, the original recorded plats and historic deeds demonstrate that the properties were recorded as individual lots and never legally recombined. The applicant provided the evidence of this property history and was issued a Certificate of Exclusion, per Article 7, Section 2 of the Unified Development Ordinance. As such, an exempt subdivision plat was approved for the subject property and adjacent property in March 2021 per the exclusion determination.

The property is served by City Water and Sewer. The applicant will be responsible for all System Development Fees. The applicant has submitted a plot plan for the proposed single-family home that meets the R-12 zoning dimensional requirements.

The proposed rezoning is located in the G-4 Secondary Growth area and is consistent with the guidance provided within *Mebane By Design*, the Mebane Comprehensive Land Development Plan. The rezoning will allow for an appropriate by-right use for a property in a primarily residential area.

A project report has not been provided for this general rezoning request due to the simplicity of the request and lack of waivers, site details, etc.

Financial Impact

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

Recommendation

At their August 9, 2021, meeting the Planning Board unanimously (8 – 0) to recommend the project for approval, pending annexation of the properties by the City Council.

The Planning staff has reviewed the request for 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 the R-12 zoning as presented.

2. Motion to find that **the application is consistent** with the objectives and goals in the City's 2017 Comprehensive Land Development Plan *Mebane By Design*. The request:

   ☐ Is for a property within the City's G-4 Secondary Growth Area and is generally residential in nature (Mebane CLP, p.66).

3. Motion to **deny** the R-12 rezoning as presented due to a lack of
   a. Harmony with the surrounding zoning.

      OR

   b. Consistency with the objectives and goals in the City's 2017 Comprehensive Land Development Plan *Mebane By Design* or any of the City's other adopted plans.

Attachments

1. Zoning Amendment Application
2. Zoning Map
3. Plot Plan

APPLICATION FOR A ZONING/TEXT AMENDMENT

Application is hereby made for an amendment to the Mebane Unified Development Ordinance:

Name of Applicant: VGG Holdings LLC- Peter Gitto

Address of Applicant: 7320 Bassett Hall Ct, Raleigh, NC 27616

Address and brief description of property to be rezoned and/or text to be amended:
702 Vance Street, Mebane, NC 27302

Applicant's interest in property (owned, leased or otherwise): Owned

Do you have any conflicts of interest with Elected/Appointed Officials, Staff, etc.?

Yes ☐ Explain: _____ No ☑

Type of action requested: Rezoning to R-12

Reason for the requested action: Build single family house

Sketch attached: Yes x No _____

Signed: _____

Date: 08/03/21

Action by Planning Board: _____

Public Hearing Date: _____ Action: _____

Zoning Map Corrected: _____

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

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



Owner Name:

August 3, 2021

0 0.015 0.03 mi

GPIN: 9815730196
PID: 10-10-232

Address Points

- Address
- Tax Address
- Preliminary Address

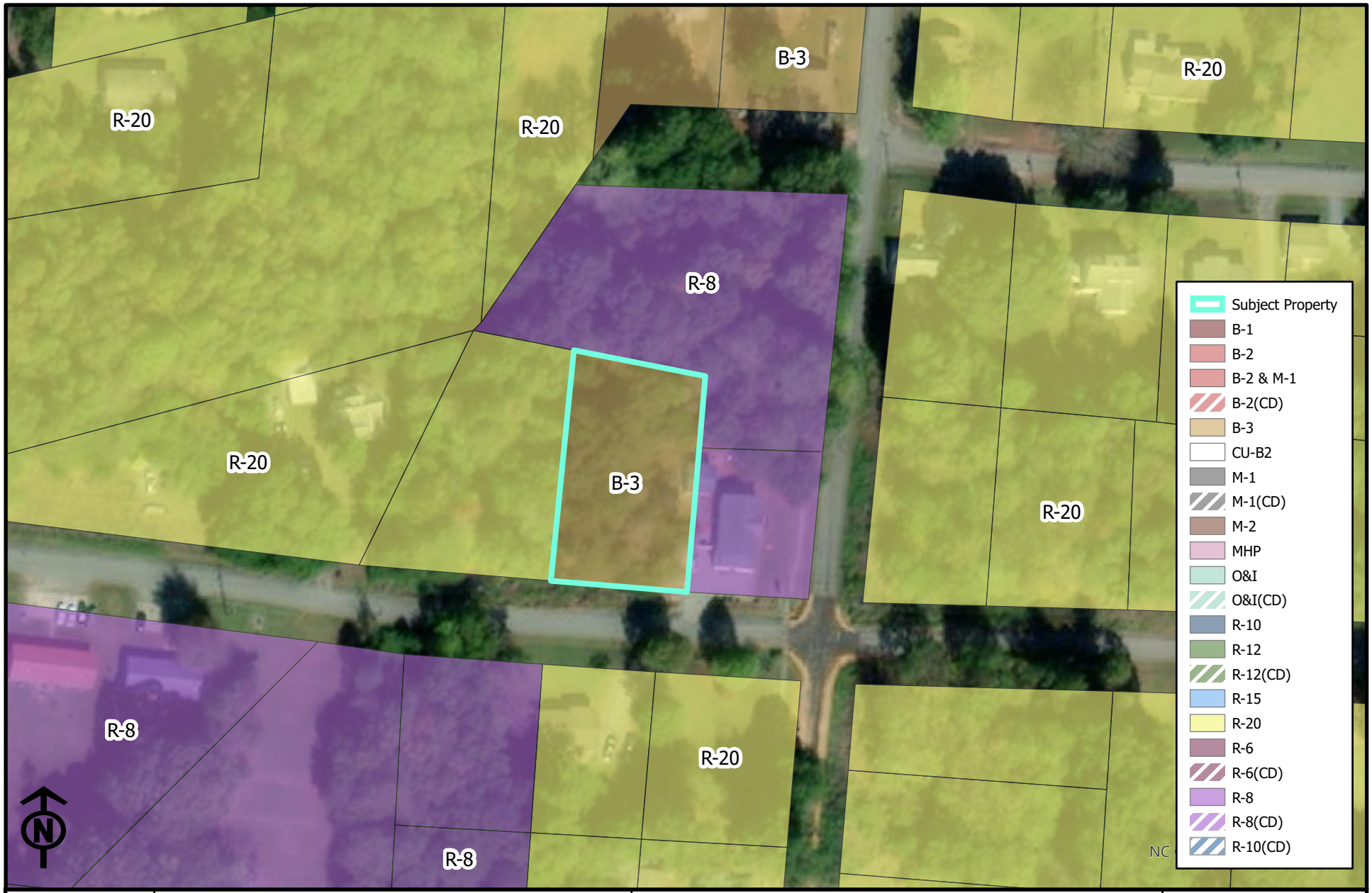
Heavy Industrial Development Applicants

- APPLIED FOR PERMIT
- PERMIT APPROVED
- PERMIT RENEWED
- UNDER CONSTRUCTION

Alamance County GIS
Alamance County Tax Department

DISCLAIMER:
The datasets and maps available are not survey grade or a legal document. They are a best approximation of what is on the ground, but do contain errors. The data comes from various sources nationally, the state of North Carolina, and here in Alamance County. Alamance County will not be held responsible for the misuse, misrepresentation, or misinterpretation of the data or maps. These maps and data are a service provided for the benefit for Alamance County citizens. We constantly strive to improve the quality and expand the amount of data and maps available.

ALAMANCE COUNTY shall assume no liability for any errors, omissions, or inaccuracies in the information provided regardless of how caused; or any decision made or action taken or not taken by user in reliance upon any information or data furnished hereunder. The user knowingly waives any and all claims for damages against any and all of the entities comprising the Alamance County GIS System that may arise from the mapping data. Date: 8/3/2021



CITY OF MEBANE
ZONING MAP

SUBJECT PROPERTY
702 Vance Street

1 inch = 100 feet

DATE: 8/03/2021

DRAWN BY: AV

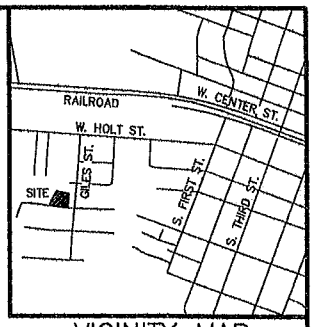
LEGEND:

EIP – EXISTING IRON PIPE
EIB – EXISTING IRON BAR
BEIP – BENT IRON PIPE
BEIB – BENT IRON BAR
PEIP – PINCHED EXISTING IRON PIPE
EPK – EXISTING PK NAIL
SPK – SET PK NAIL
NIP – NEW IRON PIPE SET
R/W – RIGHT OF WAY
CATV – CABLE TV BOX
EB – ELECTRIC BOX
TEL – TELEPHONE PEDESTAL
PP – POWER POLE
OHL – OVERHEAD LINE
MH – MANHOLE
WM – WATER METER
WV – WATER VALVE
CO – SEWER CLEAN–OUT

SURVEY FOR

VGG HOLDINGS

LOT 2, MEBANE REAL ESTATE AND TRUST COMPANY
702 VANCE STREET
PIN# 9815730157
D.B. 3512, PAGE 655
P.B. 82, PAGE 9
TOWN OF MEBANE
ALAMANCE COUNTY, NORTH CAROLINA
MAY 24, 2021
REVISED JULY 22, 2021



VICINITY MAP

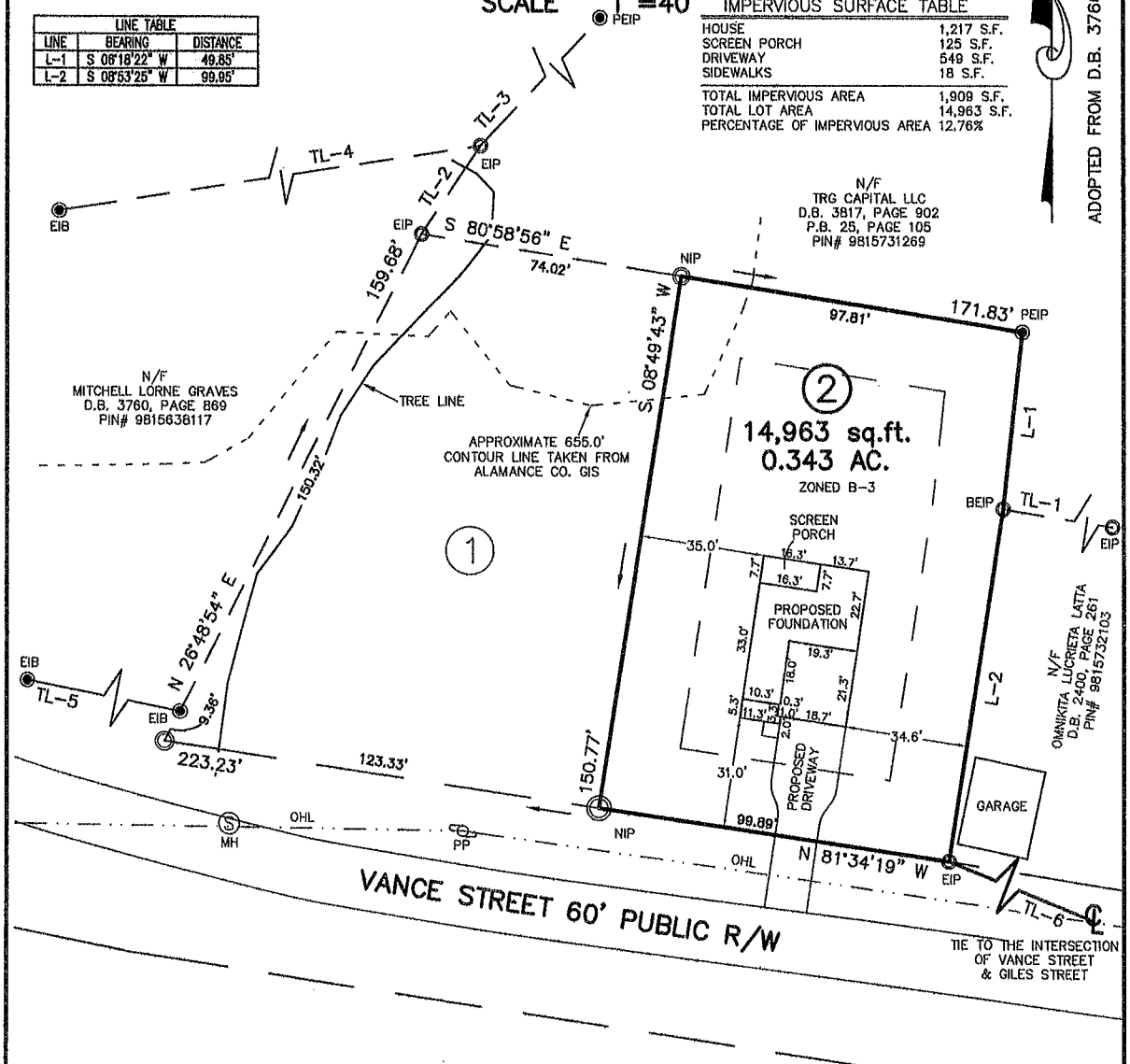
TIE LINE TABLE		
LINE	BEARING	DISTANCE
TL–1	S 81°10'17" E	100.00'
TL–2	N 33°32'25" E	29.87'
TL–3	N 43°04'09" E	119.61'
TL–4	S 81°01'58" W	499.38'
TL–5	N 78°46'00" W	416.94'
TL–6	N 68°22'27" W	130.06'

LINE TABLE		
LINE	BEARING	DISTANCE
L–1	S 08°18'22" W	49.85'
L–2	S 08°53'25" W	99.95'

40 20 0 40 80
SCALE 1"=40'

IMPERVIOUS SURFACE TABLE	
HOUSE	1,217 S.F.
SCREEN PORCH	125 S.F.
DRIVEWAY	549 S.F.
SIDEWALKS	18 S.F.
TOTAL IMPERVIOUS AREA	1,909 S.F.
TOTAL LOT AREA	14,963 S.F.
PERCENTAGE OF IMPERVIOUS AREA	12.76%

ADOPTED FROM D.B. 3760, PAGE 869



CMP
CAWTHORNE, MOSS & PANCIERA, P.C.
Professional Land Surveyors
C–1525
333 S. White Street
Post Office Box 1253
Wake Forest, N.C. 27588
(919)556–3148

I DECLARE THAT THIS SURVEY COMPLIES WITH THE NORTH CAROLINA STANDARDS OF PRACTICE FOR SURVEYING, (SECTION 1600) FOR CLASS A SURVEYS AND THAT THE CALCULATED RATIO OF PRECISION BEFORE ADJUSTMENTS IS 1:10,000+. FURTHERMORE, PROPERTY CORNERS SHOWN ARE PRIMARY CONTROL MONUMENTATION FOR THE RE–ESTABLISHMENT OF PROPERTY CORNERS IN THE ABSENCE OF GRID MONUMENTS AND OTHER SUBDIVISION PROPERTY CORNERS. THIS SURVEY IS NOT TO BE RECORDED WITH–OUT THE WRITTEN AUTHORIZATION OF THE SURVEYOR.

7/22/2021
PROFESSIONAL LAND SURVEYOR L–3835

NORTH CAROLINA PROFESSIONAL SEAL L–3835 LAND SURVEYOR JASON L. PANCIERA

AGENDA ITEM #4E

Amendment to the Mebane Unified Development Ordinance Flood Hazard Overlay (FHO) District

Presenter

Cy Stober, Development Director

Public Hearing

Yes☒ No☐

Summary

The City Council shall act to resolve the incorrect delineation of a floodplain on the subject properties by the Federal Emergency Management Agency (FEMA), amending the Flood Hazard Overlay (FHO) District of the Mebane Unified Development Ordinance (UDO), as described in Article 3, Section C, and shown on the official City Zoning Map. The City adopted a new Flood Insurance Rate Map (FIRM) and Floodplain Development Ordinance in 2017, at the direction of the FEMA following a reevaluation of floodplain locations and relative flood risks of properties. The FIRM featured an incorrect representation of the delineated floodplains proposed for revision.

At the request of Lebanon Road Partners, LLC, the FEMA initiated a process to revise the FIRM and, consequently, the City's FHO. The public notification process complied with federal criteria, including mailings to the immediately-affected properties and advertisement in the local newspaper, evidenced with an affidavit of publication.

The change will reflect the FEMA Letter of Map Revision (LOMR) Case No. 21-04-0010P, approved July 15, 2021, following a 90-day appeal period initiated March 17, 2021. The change effected in the FIRM modifies the 100- and 500-year floodplain locations in FIRM Panel 3710982500L from a point approximately 300 feet upstream of the Lebanon Road crossing of Mill Creek/Lake Michael to a point approximately 2,200 feet upstream of the Lebanon Road crossing of Mill Creek/Lake Michael. The proposed amendment will bring the City's official Zoning Map into consistency with the revised FIRM.

Financial Impact

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

Staff Recommendation

Staff advises an in-favor recommendation of the proposed amendments as presented to be reviewed by the Mebane City Council at the September 13, 2021, Public Hearing.

Suggested Motion

Motion to approve the amendments to the City of Mebane Unified Development Ordinance and Zoning Map as presented.

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

Attachments

1. FEMA LOMR to City of Mebane RE: Case No. 21-04-0010P
2. Revised 100- and 500-year Flood Insurance Rate Map Panel 3710982500L
3. Example Public Notification Letter to Affected Property Owners

January 21, 2021

City of Mebane
106 Washington Street
Mebane, NC 27302

Re: Notification of Flood Hazard Revisions

Dear City of Mebane:

The Flood Insurance Rate Map (FIRM) for a community depicts the floodplain, the area which has been determined to be subject to a 1% (100-year) or greater chance of flooding in any given year. The floodway is the portion of the floodplain that includes the channel of a river or other watercourse and the adjacent land area that must be reserved in order to discharge the base flood without cumulatively increasing the water-surface elevation by more than a designated height. The FIRM is used to determine flood insurance rates and to help the community with floodplain management.

Summit Design and Engineering is applying for a Letter of Map Revision (LOMR) from the Federal Emergency Management Agency (DHS-FEMA) on behalf of Lebanon Road 2, LLC to revise FIRM #370390, Panel #9825, Suffix #L for City of Mebane, NC along Lake Michael Tributary. Summit Design and Engineering is proposing to revise the FIRM to reflect updated field surveyed topographic data.

The City of Mebane Planning Department, in accordance with National Flood Insurance Program regulation 65.7(b)(1), hereby gives notice of the City of Mebane's intent to revise the 1% annual chance (100-year) floodway, generally located between Mace Road and Lebanon Road. Specifically, the floodway shall be revised from a point approximately 345 feet upstream of Lebanon Road (Effective Cross-Section 061) to a point approximately 2,155 feet upstream of Lebanon Road (between Effective Cross-Sections 080 and 085).

The LOMR will also result in:

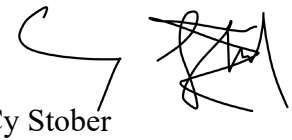
1. Widening and narrowing of the 1% annual chance floodplain along Lake Michael Tributary from a point approximately 345 feet upstream of Lebanon Road (Effective Cross-Section 061) to a point approximately 2,045 feet upstream of Lebanon Road.

2. Widening and narrowing of the 1% annual chance floodway along Lake Michael Tributary from a point approximately 345 feet upstream of Lebanon Road (Effective Cross-Section 061) to a point approximately 2045 feet upstream of Lebanon Road

This letter is to inform you of flood hazard revisions on your properties at Orange County Tax Parcel PINs 9825862705 and 9825686521, Mebane, NC, 27302.

Maps and detailed analysis of the flood hazard revision can be reviewed at the Summit Design and Engineering offices located at 320 Executive Court, Hillsborough, NC 27278. If you have any questions or concerns about the proposed project or its effect on your property, you may contact Tim Smith of Summit Design and Engineering at 919-616-6491, tim.smith@summitde.net

Sincerely,



Cy Stober
City of Mebane Planning Department
919-563-9990
cstober@cityofmebane.com

Federal Emergency Management Agency
Washington, D.C. 20472

North Carolina Floodplain Mapping Program
Cooperating Technical Partner

March 5, 2021

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

The Honorable Ed Hooks
Mayor, City of Mebane
106 East Washington Street
Mebane, NC 27302

IN REPLY REFER TO:
Case No.: 21-04-0010P
Community Name: City of Mebane, NC
Community No.: 370390
Effective Date of
This Revision: July 15, 2021

Dear Mayor Hooks:

The Flood Insurance Rate Map for your community has been revised by this Letter of Map Revision (LOMR). Please use the enclosed annotated map panel(s) revised by this LOMR for floodplain management purposes and for all flood insurance policies and renewals issued in your community.

Additional documents are enclosed which provide information regarding this LOMR. Please see the List of Enclosures below to determine which documents are included. Other attachments specific to this request may be included as referenced in the Determination Document. If you have any questions regarding floodplain management regulations for your community or the National Flood Insurance Program (NFIP) in general, please contact the Floodplain Administrator for your community. If you have any technical questions regarding this LOMR, please contact the North Carolina Floodplain Mapping Program (NCFMP) at (919) 825-2318, or the Federal Emergency Management Agency (FEMA) Mapping and Insurance eXchange toll free at 1-877-336-2627 (1 877-FEMA MAP). Additional information about the NFIP is available on FEMA's website at https://www.fema.gov/flood-insurance, and additional information about the NCFMP is available at https://flood.nc.gov/ncflood/.

Sincerely,

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

Krzysztof "Chris" Koltyk,
Assistant Director, Risk Management
North Carolina Emergency Management

List of Enclosures:

Letter of Map Revision Determination Document
Annotated Flood Insurance Rate Map

cc: Mr. David S. Cheek, City Manager, City of Mebane
Mr. Cy Stober, AICP, Development Director, City of Mebane
Mr. Timothy A. Smith, P.E., Summit Design and Engineering
Mr. Scott Gentry, P.E., CFM, North Carolina Floodplain Mapping Program
Mr. Steve Garrett, CFM, NFIP Coordinator, North Carolina Emergency Management

Federal Emergency Management Agency

Washington, D.C. 20472

LETTER OF MAP REVISION DETERMINATION DOCUMENT

COMMUNITY AND REVISION INFORMATION		PROJECT DESCRIPTION	BASIS OF REQUEST
COMMUNITY	City of Mebane Orange County North Carolina	NO PROJECT	BASE MAP CHANGES FLOODWAY
	COMMUNITY NO.: 370390		
IDENTIFIER	NC-21-713 Boundary Revision At Lake Michael Tributary	APPROXIMATE LATITUDE & LONGITUDE: 36.10825, -79.25066 SOURCE: Other (ArcGIS) DATUM: NAD 83	

ANNOTATED MAPPING ENCLOSURES	ANNOTATED STUDY ENCLOSURES
TYPE: FIRM* NO.: 3710982500L DATE: November 17, 2017	No revision to Flood Insurance Study Report

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

FLOODING SOURCE & REVISED REACH

Lake Michael Tributary – from a point approximately 300 feet upstream of Lebanon Road to a point approximately 2,200 feet upstream of Lebanon Road.

SUMMARY OF REVISIONS

Flooding Source	Effective Flooding	Revised Flooding	Increases	Decreases
Lake Michael Tributary	Zone AE	Zone AE	Yes	Yes
	Floodway	Floodway	Yes	Yes
	Zone X (Shaded)	Zone X (Shaded)	Yes	Yes

DETERMINATION

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

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

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

Federal Emergency Management Agency

Washington, D.C. 20472

LETTER OF MAP REVISION
DETERMINATION DOCUMENT (CONTINUED)

COMMUNITY INFORMATION

APPLICABLE NFIP REGULATIONS/COMMUNITY OBLIGATION

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

We provide the floodway designation to your community as a tool to regulate floodplain development. Therefore, the floodway revision we have described in this letter, while acceptable to us, must also be acceptable to your community and adopted by appropriate community action, as specified in Paragraph 60.3(d) of the NFIP regulations.

COMMUNITY REMINDERS

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

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

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

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

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

Federal Emergency Management Agency
Washington, D.C. 20472

LETTER OF MAP REVISION
DETERMINATION DOCUMENT (CONTINUED)

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

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

STATUS OF THE COMMUNITY NFIP MAPS

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

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

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

Federal Emergency Management Agency

Washington, D.C. 20472

LETTER OF MAP REVISION
DETERMINATION DOCUMENT (CONTINUED)

PUBLIC NOTIFICATION OF REVISION

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

LOCAL NEWSPAPER

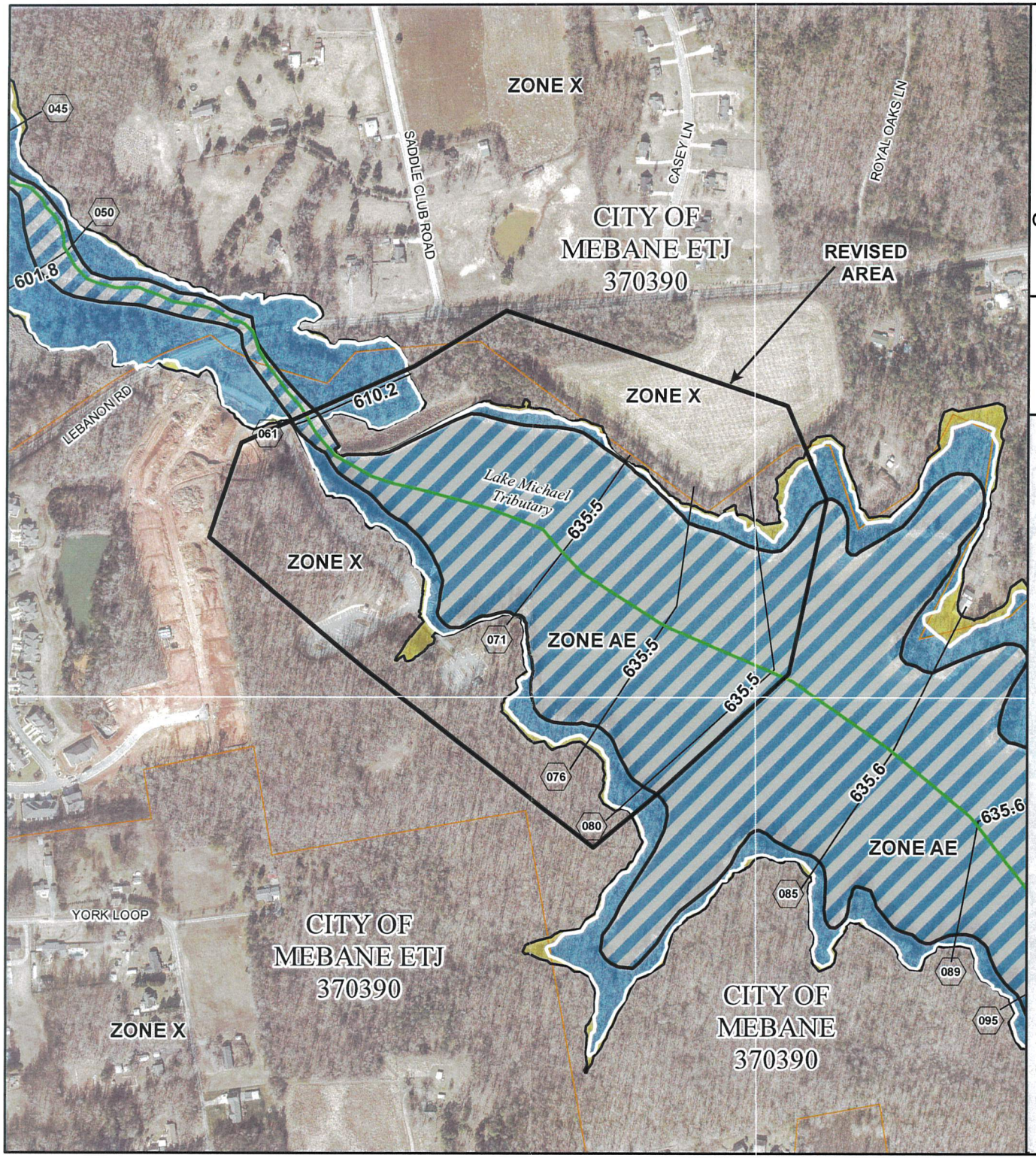
Name: *Mebane Enterprise*

Dates: March 10, 2021 and March 17, 2021

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

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

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



FLOOD HAZARD INFORMATION

SPECIAL FLOOD HAZARD AREAS	Without Base Flood Elevation (BFE) *Zone A, V, A99*
	With BFE or Depth *Zone AE, AO, AH, VE, AR*
	Regulatory Floodway
	0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile *Zone X*
OTHER AREAS OF FLOOD HAZARD	Future Conditions 1% Annual Chance Flood Hazard *Zone X*
	Area with Reduced Flood Risk due to Levee See Notes *Zone X*
OTHER AREAS	Areas Determined to be Outside the 0.2% Annual Chance Floodplain *Zone X*

1 inch = 500 feet 1:6000

0 250 500 1,000 Feet

0 37.5 75 150 225 300 Meters

FEMA

National Flood Insurance Program

NORTH CAROLINA FLOODPLAIN MAPPING PROGRAM
NATIONAL FLOOD INSURANCE PROGRAM
FLOOD INSURANCE RATE MAP

NORTH CAROLINA

PANEL 9825

FEMA

Panel Contains:

COMMUNITY	CID	PANEL	SUFFIX
MEBANE, CITY OF	370390	9825	L
ORANGE COUNTY	370342	9825	L

REVISED TO REFLECT
LOMR EFFECTIVE: JULY 15, 2021

Notice to User: The **Map Number** shown below should be used when placing map orders; the **Community Number** shown above should be used on insurance applications for the subject community.

MAP NUMBER
3710982500L
EFFECTIVE DATE
11/17/2017

Federal Emergency Management Agency

Washington, D.C. 20472

July 15, 2021

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

The Honorable Ed Hooks
Mayor, City of Mebane
106 East Washington Street
Mebane, NC 27302

IN REPLY REFER TO:
Case No.: 21-04-0010P
Community Name: City of Mebane, NC
Community No.: 370390
FIRM Panel Affected: 3710982500L

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Dear Mayor Hooks:

In a Letter of Map Revision (LOMR) dated March 5, 2021, you were notified of proposed flood hazard determinations affecting the Flood Insurance Rate Map (FIRM) and Flood Insurance Study (FIS) report for the City of Mebane, Orange County, NC. These determinations were for Lake Michael Tributary – from a point approximately 300 feet upstream of Lebanon Road to a point approximately 2,200 feet upstream of Lebanon Road. The 90-day appeal period that was initiated on March 17, 2021, when the Department of Homeland Security's Federal Emergency Management Agency (FEMA) published a notice of proposed Flood Hazard Determinations in *Mebane Enterprise* has elapsed.

FEMA received no valid requests for changes to the modified flood hazard information. Therefore, the modified flood hazard information for your community that became effective on July 15, 2021, remains valid and revises the FIRM and FIS report that were in effect prior to that date.

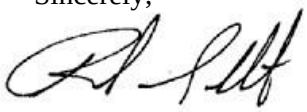
The modifications are pursuant to Section 206 of the Flood Disaster Protection Act of 1973 (Public Law 93-234) and are in accordance with the National Flood Insurance Act of 1968, as amended (Title XIII of the Housing and Urban Development Act of 1968, Public Law 90-448), 42 U.S.C. 4001-4128, and 44 CFR Part 65. The community number(s) and suffix code(s) are unaffected by this revision. The community number and appropriate suffix code as shown above will be used by the National Flood Insurance Program (NFIP) for all flood insurance policies and renewals issued for your community.

FEMA has developed criteria for floodplain management as required under the above-mentioned Acts of 1968 and 1973. To continue participation in the NFIP, your community must use the modified flood hazard information to carry out the floodplain management regulations for the NFIP. The modified flood hazard information will also be used to calculate the appropriate flood insurance premium rates for all new buildings and their contents and for the second layer of insurance on existing buildings and their contents.

If you have any questions regarding the necessary floodplain management measures for your community or the NFIP in general, please contact the Mitigation Division Director, FEMA Region IV, in Atlanta, Georgia either by telephone at (770) 220-5406, or in writing at 3005 Chamblee Tucker Road, Atlanta, Georgia, 30341

If you have any questions regarding the LOMR, the proposed flood hazard determinations, or mapping issues in general, please call the FEMA Mapping and Insurance eXchange, toll free, at (877) 336-2627 (877-FEMA MAP).

Sincerely,



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

cc: Mr. Chris Rollins
City Manager
City of Mebane

Mr. Cy Stober, AICP
Development Director
City of Mebane

Mr. Timothy A. Smith, P.E.
Summit Design and Engineering

Mr. Scott Gentry, P.E., CFM
LOMC Manager
North Carolina Floodplain Mapping Program

Mr. Steve Garrett, CFM
State NFIP Coordinator
North Carolina Emergency Management

AGENDA ITEM #5

Revenue Bonds for WRRF Renovation- Bond Order and Series Resolution

Meeting Date
September 13, 2021

Presenter
Daphna Schwartz, Finance Director

Public Hearing
Yes ☐ No ☒

Summary

The attached Bond Order and Series Resolution, once approved, authorizes the issuance of City water and sewer revenue bonds, including initial bonds of up to $14,000,000 for the Water Resource Recovery Facility renovation, GKN Pump Station force main reroute, and the refinance of a 2014 installment financing and related costs.

Background

The Mebane City Council, by resolution adopted on August 2, 2021, has stated its proposal to issue revenue bonds to provide funds to carry out a plan to improve and expand the City's Water Resource Recovery Facility (WRRF), to reroute the GKN Pump Station force main to reduce flow to the WRRF, to refinance a 2014 installment financing agreement and to pay related costs.

The City has applied to the North Carolina Local Government Commission for its approval of the revenue bonds, and the Commission has accepted the City's application. The attached Bond Order and Series Resolution, once approved, will authorize formally the issuance of City revenue bonds from time to time, including an initial revenue bond for the WWRF project, and to approve substantially final financing documents and other details of the financing.

Financial Impact

Annual debt payments will be approximately $1,183,500 for the first eight years of the loan (beginning in FY 22-23) and approximately $822,300 over the remaining seven years of the loan, for a total of fifteen years and $15,305,529. The interest rate on the refunding is 1.27% and the interest rate on the projects is 1.78% for an overall rate of 1.7153%. The amount of the payment due in the current fiscal year is $81,549. The total gross savings from the refunding is $121,446.

Recommendation

Staff recommends adoption of the resolution.

Suggested Motion

Motion to approve the Bond Order and Series Resolution for revenue bonds in the form presented.

Attachments

1. Resolution

2. Master Trust Agreement
3. First Supplemental Agreement

Bond Order and Series Resolution authorizing the issuance of City water and sewer revenue bonds, including initial bonds of up to $14,000,000 for the WRRF renovation and other purposes

Introduction --

The Mebane City Council, by resolution adopted on August 2, 2021, has stated its proposal to issue revenue bonds to provide funds to carry out a plan (the "Project") to improve and expand the City's Water Resource Recovery Facility (WRRF), to reroute the GKN Pump Station force main to reduce flow to the WRRF, to refinance a 2014 installment financing agreement and to pay related costs.

The City has applied to the North Carolina Local Government Commission for its approval of the revenue bonds, and the Commission has accepted the City's application. The Council now desires to adopt a bond order to authorize formally the issuance of City revenue bonds from time to time, including an initial revenue bond for the WWRF project, and to approve substantially final financing documents and other details of the financing.

BE IT ORDERED by the City Council of the City of Mebane, North Carolina, as follows:

1. There are hereby ordered to be issued from time to time City of Mebane water and sewer revenue bonds (the "Bonds"). The City will issue Bonds under the

North Carolina Local Government Revenue Bond Act to pay capital costs of providing water and sewer system improvements, together with related financing and other necessary or incidental costs.

2. In particular, there are hereby ordered to be issued, pursuant to the Act, an initial series of Bonds (the "2021 Bonds") in a principal amount not to exceed $14,000,000. The City will use proceeds of the 2021 Bonds, together with other available funds, to pay costs of water and sewer system improvements, and in particular to provide funds for the Project described above.

3. The Bonds will be special obligations of the City, secured by a pledge of the net receipts of the City's water and sewer system. The principal of, and interest and any premium on, the Bonds shall be payable solely from the sources pledged to the payment. Neither the faith and credit nor the taxing power of the City or any other governmental entity shall be pledged for the payment of the principal of, or interest or any premium on, the Bonds, and no owner of the Bonds shall have the right to compel the exercise of the taxing power of any governmental entity in connection with any default on the Bonds.

4. The City will issue the Bonds pursuant to a Master Trust Agreement (the "Master Agreement") in substantially the form of the draft dated September 7, 2021 presented to this meeting. The Council authorizes the Mayor and the City Manager, or either of them, to execute and deliver the Master Agreement in its final form. The Master Agreement in its final form must be in substantially the form presented, with such changes as the Mayor or the City Manager may approve. The execution and delivery by an authorized City officer will be conclusive evidence of that officer's approval of any changes.

BE IT FURTHER RESOLVED by the Council as follows:

A. Acceptance of Lender's Proposal -- The City has solicited competitive proposals from financial institutions to purchase the proposed 2021 Bonds, and Truist Bank (the "Lender") has submitted the best proposal. The City will issue and sell the Bonds to the Lender. The City asks the North Carolina Local Government Commission to sell the Bonds to the Lender at a private sale, substantially in accordance with this resolution and the financing proposal dated July 23, 2021.

B. Approval of First Supplemental Agreement; Direction To Execute Agreement – The City will issue the 2021 Bonds to the Lender pursuant to a First Supplemental Trust Agreement (the "Supplemental Agreement") in substantially the form of the draft dated September 7, 2021 presented to this meeting. The Council authorizes the Mayor and the City Manager, or either of them, to execute and deliver the Supplemental Agreement in its final form. The Supplemental Agreement in its final form must be in substantially the form presented, with such changes as the Mayor or the City Manager may approve. The execution and delivery by an authorized City officer will be conclusive evidence of that officer's approval of any changes.

The Supplemental Agreement in its final form, however, must be consistent with the financing plan described in this resolution and must provide (a) for the principal amount of the 2021 Bonds not to exceed $14,000,000, (b) for an annual interest rate not to exceed 1.78% (in the absence of a default or a change in tax status), and (c) for a financing term not to extend beyond December 31, 2036.

C. Officers To Complete Closing – The Council authorizes the City Manager, the Finance Officer and all other City officers and employees to take all proper steps to complete the financing in cooperation with the Lender and in accordance with this resolution.

The Council authorizes the Finance Officer to hold executed copies of all financing documents authorized or permitted by this resolution in escrow on the City's behalf until the conditions for their delivery have been completed to that officer's satisfaction, and then to release the executed copies of the documents for delivery to the appropriate persons or organizations.

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

In addition, the Council authorizes the Finance Officer to take all appropriate steps for the efficient and convenient carrying out of the City's on-going responsibilities with respect to the financing. This authorization includes, without

limitation, contracting with third parties for reports and calculations that may be required under this resolution or otherwise with respect to the Master Agreement or the Supplemental Agreement.

D. Resolutions as to Tax Matters -- The City will not take or omit to take any action the taking or omission of which will cause the 2021 Bonds to be "arbitrage bonds," within the meaning of Section 148 of the "Code" (as defined below), or "private activity bonds" within the meaning of Code Section 141, or otherwise cause interest on the 2021 Bonds to be includable in gross income for federal income tax purposes. Without limiting the generality of the foregoing, the City will comply with any Code provision that may require the City at any time to pay to the United States any part of the earnings derived from the investment of the financing proceeds. In this resolution, "Code" means the United States Internal Revenue Code of 1986, as amended, and includes applicable Treasury regulations.

E. Additional Provisions -- The Council authorizes all City officers and employees to take all further action as they may consider necessary or desirable in furtherance of the purposes of this resolution. The Council ratifies all prior actions of City officers and employees to this end. Upon the absence, unavailability or refusal to act of the City Manager, the Mayor or the Finance Officer, any other of those officers may assume any responsibility or carry out any function assigned in this resolution. In addition, the Mayor Pro Tem or any Deputy or Assistant City Clerk may in any event assume any responsibility or carry out any function assigned in this resolution to the Mayor or the Clerk, respectively. All other Council proceedings, or parts thereof, in conflict with this resolution are repealed, to the extent of the conflict. This resolution takes effect immediately.

The City of Mebane

_____

Ed Hooks, Mayor

* *

I certify as follows: that the foregoing resolution was properly adopted at a meeting of the City Council of the City of Mebane, North Carolina; that this meeting

was properly called and held on September 13, 2021; that a quorum was present and acting throughout the meeting; and that this resolution has not been modified or amended and remains in full effect as of today.

WITNESS my signature and the seal of the City of Mebane, North Carolina, this _____ day of September, 2021.

[SEAL]

_____
Stephanie Shaw
City Clerk
City of Mebane, North Carolina

Master Trust Agreement

dated as of September 1, 2021

by and between the

City of Mebane, North Carolina

and

U.S. Bank National Association, as Trustee

Relating to the issuance from time to time of the City's

Combined Utilities Revenue Bonds

THIS MASTER TRUST AGREEMENT (this "Agreement" or this "Master Agreement") is dated as of September 1, 2021, and is between the **CITY OF MEBANE, NORTH CAROLINA,** a North Carolina municipal corporation (the "City"), and **U.S. BANK NATIONAL ASSOCIATION,** a national banking association having an office in Raleigh, North Carolina, as trustee (the "Trustee").

Introduction

The City is authorized by law to issue revenue bonds to finance costs of improvements to its public enterprises. The City desires to enter into this agreement to provide for the issuance of revenue bonds from time to time.

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

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

ARTICLE I

THE BONDS

Section 1.01. Provision for Bonds. The City will issue its revenue bonds from time to time in accordance with the terms and conditions of this Master Agreement. Bonds may be issued in one or more Series that may be delivered from time to time.

Section 1.02. Details of Bonds.

The City shall by Supplemental Agreement authorize each Series and shall specify, to the extent appropriate, (a) the authorized principal amount of the Series, (b) the project to be financed from the Bonds (in brief and general terms) or the Bonds or other indebtedness to be refunded or refinanced with the Bond proceeds, (c) the creation of a debt service reserve fund for such Series, if any, (d) the date and terms of maturity or maturities of the Bonds of the Series, or the dates of payment of the Bonds on the demand of the Owner, (e) the interest rate or rates of the Bonds of the Series, which may include variable, adjustable, convertible or other rates, original issue discount, Capital Appreciation Bonds, municipal multipliers or other

deferred interest arrangements and zero interest rate Bonds; (f) the Payment Dates for the Series; (g) the denominations, numbering, lettering and series designation of such Series; (h) the Bond Registrar or paying agents and place or places of payment of the Bonds; (i) the redemption dates and Redemption Prices for the Bonds and any terms of redemption not inconsistent with the provisions of this Trust Agreement, which may include mandatory redemption at the election of the Owner thereof to the extent permitted by law; (j) the terms of any optional or mandatory tender requirement, if any, for the Bonds; (k) the use to be made of proceeds of the Bonds, including deposits required to be made into the appropriate accounts or subaccounts specified by the Supplemental Agreement, and any debt service reserve fund; and (l) any other terms or provisions applicable to the Series not inconsistent with the provisions of this Trust Agreement or the Act.

All the foregoing provisions may be added by Supplemental Agreements adopted at any time or from time to time prior to the issuance of the Bonds.

Section 1.03. Terms and Conditions for Issuance of Bonds. Before the City may issue any Bonds, the City shall adopt and execute and deliver to the Trustee a Supplemental Agreement authorizing the issuance of those Bonds and fixing the details for those Bonds as provided in Section 1.02. Bonds may be issued to provide funds for paying, with any other available funds, in addition to Project Costs of the 2021 Project,

(a) all or any part of the Project Cost of any Additional Project, and

(b) all or any part of the cost (including financing costs) of refunding any Bonds, Parity Debt, Subordinate Indebtedness or System G.O. Debt.

Each Supplemental Agreement may determine to use the Parity Reserve Account, to establish a Special Reserve Account for a Series of Bonds (and fix the provisions for that Account), or not to establish any debt service reserve account for that Series of Bonds. No Bonds shall mature more than 40 years from their date or bear interest at a rate exceeding the maximum rate then permitted by law.

Except as to any differences in maturities, rates of interest, provisions for redemption, or the provisions regarding the respective subaccounts within the funds and accounts under this Agreement, all Bonds and any Parity Debt are entitled to the same benefit and security of this Trust Agreement, including, in particular, a parity pledge, charge and lien upon the Net Receipts. All covenants, agreements and

provisions of this Trust Agreement are for the benefit and security of all present and future Owners of Bonds and Holders of Parity Debt without preference, priority or distinction as to lien or otherwise, except as otherwise provided in this Agreement or as provided in any Parity Resolution, of any one Bond or Parity Debt over any other Bond or Parity Debt by reason of priority in the issue, sale or negotiation thereof, or otherwise.

The Bonds must be executed and delivered substantially in the form provided for in the related Supplemental Agreement. The City shall deposit the Bonds with the Bond Registrar for authentication, but before the Bonds are authenticated and delivered to the State Treasurer for redelivery to the purchasers, the City must file with the Trustee the following:

(i) an executed copy of this Master Agreement;

(ii) an executed copy of the Supplemental Agreement executed and delivered by the City for the particular Series of Bonds;

(iii) evidence of the LGC's approval of the issuance of the Bonds, if that approval is then required by law;

(iv) a City Certificate approving the award of the Bonds and directing the authentication and delivery of the Bonds to or upon the order of the purchasers named in the certificate upon payment of the purchase price stated in the certificate;

(v) for any Series of Bonds other than the 2021 Bonds, evidence of compliance with the provisions of Article III with respect to Parity Indebtedness; and

(vi) any other documents required under a Supplemental Agreement.

When the City has filed with the Trustee the documents described above, and when the Bonds have been executed and authenticated as required by this Trust Agreement, the Trustee shall deliver the Bonds at one time to the State Treasurer for redelivery to or upon the order of the purchasers named in the certificate mentioned in subsection (iv) above, but only upon payment to the Trustee of the purchase price set forth in that certificate.

The Trustee shall apply the proceeds (including any accrued interest) of the Bonds simultaneously with the delivery of the Bonds as provided in the Supplemental Agreement.

ARTICLE II

RECEIPTS AND FUNDS

Section 2.01. Establishment of Funds. (a) *Creation of Funds and Accounts; Custody.* There are hereby created the following funds and accounts, to be held and maintained as provided in this Agreement:

(i) Mebane System Revenue Fund;

(ii) Mebane System Bond Fund, in which there are established six special accounts to be known as the Capitalized Interest Account, the Interest Account, the Principal Account, the Sinking Fund Account, the Redemption Account and the Parity Reserve Account; and

(iii) Mebane System Net Proceeds Fund.

The Trustee shall hold the Bond Fund, and its accounts and subaccounts, and the Net Proceeds Fund. The City shall establish and hold the Revenue Fund with a Depositary selected by the City.

Each Supplemental Agreement will provide, to the extent applicable, for the creation of a separate subaccount within the Capitalized Interest Account, the Interest Account, the Principal Account, the Redemption Account and the Sinking Fund Account with respect to each Series of Bonds. Those subaccounts must bear a designation identifying them to a Series of Bonds.

(b) *Reserve Accounts.* A Parity Resolution may provide that the Bonds it authorizes will additionally be secured by the Parity Reserve Account or a Special Reserve Account, or it may provide that there shall not be any debt service reserve fund for those Bonds or Parity Indebtedness. If any Parity Debt is secured by a Special Reserve Account or is not secured by any debt service reserve fund, then that Parity Debt has no claim on the Parity Reserve Account or any other Special Reserve Account. The Parity Resolution may also provide for the deposit of moneys to, and withdrawal of moneys from, any specified reserve fund or account.

(c) *Additional funds and accounts.* A Parity Resolution may also provide for the creation of other funds and accounts, as the City may determine, for the Parity Indebtedness authorized by that Parity Resolution.

Section 2.02. Receipts to the Revenue Fund. (a) At the time of delivery of the 2021 Bonds, all moneys and investments held in the City's water and wastewater enterprise funds and accounts will be deemed to be part of the Revenue Fund, and thereafter the City shall deposit all Receipts in the Revenue Fund when received (except as otherwise provided in the Trust Agreement).

(b) The City may continue to maintain on its own books and records related to the System separate accounts related to revenues and expenses of the public water and public wastewater utility systems as well as System Development Fees, but all these accounts, however denominated and wherever held, remain and are part of the Revenue Fund.

(c) The City shall also deposit all proceeds of any Derivative Agreement into the Revenue Fund.

Section 2.03. Application of Money in Revenue Fund. The City shall apply moneys in the Revenue Fund only in the manner and order specified below.

(a) The City shall pay from the Revenue Fund the Current Expenses as the same become due and payable in conformity with the City's applicable budgetary and payment procedures. The Current Expenses are a first charge and lien against the Revenue Fund.

(b) The City shall withdraw from the Revenue Fund the amount necessary to make the deposits required by Section 2.04 at such time or times as are specifically provided for in the Trust Agreement, any Parity Debt Resolution, or any Derivative Agreement.

(c) If any State Program Loans are outstanding, the City, in its sole discretion, may pay from the Revenue Fund principal of and interest on State Program Loans as the same becomes due and payable. The City must provide for all payments on State Program Loans to be current before applying any amounts from the Revenue Fund for any of the purposes described below in this Section.

(d) If any System G.O. Debt, Installment Debt, or Subordinate Debt is outstanding, the City, in its sole discretion, may make payments from the Revenue Fund on that indebtedness as the same becomes due and payable.

Notwithstanding anything in this Section to the contrary, failure by the City to make any deposits or payments allowed by subsections (c) and (d) of this Section will not in and of itself be an Event of Default under this Agreement.

(e) The City, in its discretion and except during the continuation of an Event of Default, may transfer in any month any balance remaining in the Revenue Fund at the end of the preceding month after making all deposits or payments required by Section 2.04, in whole or in part, to the General Fund or any other fund or account designated by the City. Before making any such transfer, however, the City must provide to the Trustee a City Certificate to the effect that (i) the transfer will not have a material adverse effect on the City's ability over the succeeding twelve calendar months to pay the Current Expenses, to make all deposits required by Section 2.04, and to meet all other financial obligations imposed by this Trust Agreement or any Parity Resolution, and (ii) the cumulative amount so transferred in any Fiscal Year does exceed the total amount budgeted to be transferred from the Revenue Fund in that Fiscal Year as shown in the Annual Budget.

Any funds transferred from the Revenue Fund in accordance with this subsection (e), other than transfers made to any account or subaccount of the Bond Fund, are no longer be subject to the pledge, charge and lien upon the Net Receipts created by this Trust Agreement, and the City may use the transferred funds for any lawful purpose.

Section 2.04. Use of Money for Debt Service and Reserve Funds. The City shall apply amounts withdrawn from the Revenue Fund in accordance with Section 2.03(b) in the following manner and order:

(a) At such time or times as provided in any Parity Resolution or Derivative Agreement, the City shall (i) deliver to the Trustee the amounts required by the Parity Resolution for deposit in the appropriate subaccounts of the Interest Account, (ii) pay the Person entitled thereto the amounts required by the Parity Debt Resolution for the payment of interest on Parity Debt, and (iii) pay the Person entitled thereto the amount of any Derivative Agreement Scheduled Payments required by the Derivative Agreement to be paid by the City. If there are insufficient amounts in the Revenue Fund to make all these deposits and payments, then the

City shall make the payments ratably according to the amount so required to be deposited or paid.

(b) At such time or times as provided in the Parity Resolutions, the City shall deliver to the Trustee (i) the amounts required by any Supplemental Agreement for deposit in the appropriate subaccounts of the Principal Account and Sinking Fund Account and (ii) the amounts required by any Parity Debt Resolution for the payment of Principal on Parity Debt, whether at maturity or pursuant to an amortization requirement, for deposit with or payment to the appropriate Persons designated in the Parity Debt Resolutions. If there are insufficient amounts in the Revenue Fund to make all these deposits and payments, then the City shall make the payments ratably according to the amount so required to be deposited or paid.

(c) At such time or times as provided in the Parity Resolutions, if the amount in the Parity Reserve Account is less than the Parity Reserve Account Requirement or the amount in any Special Reserve Account is less than the applicable Special Reserve Account Requirement, the City shall deliver to the Trustee (i) the amounts required by this Trust Agreement to make up any deficiency in the Parity Reserve Account for deposit in the Parity Reserve Account and (ii) the amounts required by any Supplemental Agreement or Parity Debt Resolution to make up any deficiencies in any Special Reserve Account for deposit in such Special Reserve Accounts or payment to the appropriate parties designated in those Supplemental Agreements or Parity Debt Resolutions. If there are insufficient amounts in the Revenue Fund to make all these deposits and payments, then the City shall make the payments ratably according to the amount so required to be deposited or paid. If a deficiency exists in the Parity Reserve Account, it shall be made up under this subsection in accordance with the provisions of Section 2.07. If a deficiency exists in any Special Reserve Account, it shall be made up under this subsection in accordance with the provisions of the Parity Resolution creating that Special Reserve Account.

The City shall provide to the Trustee a certified or otherwise authentic copy of each Parity Resolution, Subordinated Debt Resolution, and Derivative Agreement, and shall otherwise provide the Trustee with such information and documents as the Trustee shall request to assure that the Trustee is advised of the payments to be made pursuant to this Section.

Section 2.05. Application of Money in Interest Account, Principal Account and Capitalized Interest Account. (a) *Regular Bond payments.* Not

later than 10:00 A.M. on each Payment Date, the Trustee shall withdraw from the applicable subaccounts in the Interest Account and the Principal Account and remit to the Owners, in Federal Reserve or other immediately available funds, the amounts required for paying principal and interest on the respective Bonds on that Payment Date, including Bonds maturing pursuant to sinking fund or other mandatory redemptions.

(b) *Use of reserves if funds insufficient.* Unless otherwise provided by a Supplemental Agreement, if the City fails to deposit with the Trustee the amounts required to be deposited in the Interest Account or the Principal Account as provided in Section 2.04, or if the balance in the Interest Account or the Principal Account on the Business Day next preceding a Payment Date is otherwise insufficient to pay principal and interest becoming due on the Bonds on that Payment Date, the Trustee shall notify the City of the amount of the deficiency and request the City to immediately cure the deficiency. Upon the City's failure to cure the deficiency and in any event not later than the Payment Date, the Trustee shall transfer an amount sufficient to cure the deficiency, drawing upon funds in the Parity Reserve Account, if any, securing that Series of Bonds, or in the Special Reserve Account, if any, securing that Series of Bonds.

(c) *Use of excess amount in principal accounts.* If on any date there is money in the Principal Account and no Serial Bonds are then Outstanding, or if on any principal Payment Date money remains in that account after the payment of the principal of Serial Bonds then due, the Trustee shall withdraw the excess money from the Principal Account and apply that money in the following order: (i) deposit into the Sinking Fund Account the amount then required to be paid thereto by the City pursuant to Section 2.04, (ii) deposit, if and to the extent determined by the City, into the Parity Reserve Account or in one or more Special Reserve Accounts any amounts specified in a City Certificate to make the amounts on deposit therein equal to the Parity Reserve Account Requirement or the Special Reserve Account Requirement, as the case may be, and (iii) pay all remaining amounts to the City, for the City to use for any lawful purpose free of the lien of the Trust Agreement.

(d) *Use of capitalized interest.* Unless otherwise provided by a Supplemental Agreement, on the date of issuance of any Additional Bonds, a City Representative shall deliver to the Trustee a schedule of transfers to be made from the applicable subaccount of the Capitalized Interest Account to the applicable subaccount of the Interest Account. The Trustee shall make the transfers as required

by the schedule, to the extent that funds are available in the Capitalized Interest Account.

Section 2.06. Application of Money in Sinking Fund Account. Money held for the credit of the subaccounts in the Sinking Fund Account will be applied to the retirement, purchase, redemption or payment of Term Bonds in the manner provided in the applicable Supplemental Agreement. Unless otherwise provided in a Supplemental Agreement, if the City fails to deposit with the Trustee the amount required to be deposited in the Sinking Fund Account as provided in Section 2.04, or if the balance in the Sinking Fund Account on the Business Day next preceding a sinking fund payment date is otherwise insufficient to retire Term Bonds on that date as required by a Supplemental Agreement, the Trustee shall notify the City of the amount of the deficiency and request the City to immediately cure such deficiency. Upon the City's failure to cure the deficiency and in any event not later than such sinking fund payment date, the Trustee shall transfer an amount sufficient to cure the deficiency, drawing upon funds in the Parity Reserve Account, if any, securing that Series of Bonds, or in the Special Reserve Account, if any, securing that Series of Bonds.

Section 2.07. Deposit and Application of Money in Parity Reserve Account and any Special Reserve Account; Determination of Deficiencies. (a) If a Parity Resolution provides that the Parity Indebtedness incurred thereunder is to be secured by either the Parity Reserve Account or a Special Reserve Account, then City must fund, from the proceeds of that Parity Indebtedness or from any other available sources, at the time or times and in the manner specified in the applicable Parity Resolution, (i) the Parity Reserve Account in an amount equal to the Parity Reserve Account Requirement, or (ii) that Special Reserve Account in an amount equal to the Special Reserve Account Requirement for that Parity Indebtedness. The Parity Reserve Account Requirement may be composed of cash, Investment Obligations or Reserve Alternative Instruments, or any combination of the foregoing, as the City may determine.

(b) The Trustee shall use amounts in the Parity Reserve Account to make transfers, or use moneys provided under a Reserve Alternative Instrument to make deposits, in the order specified in Section 2.04, in respect of all Parity Indebtedness secured by the Parity Reserve Account, to the appropriate subaccounts of the Interest Account, the Principal Account and the Sinking Fund Account to remedy any deficiency as of any Payment Date (or any earlier date as set forth in a Parity Resolution), or to pay the interest on or the principal of or amortization

requirements in respect of any Parity Debt when due, whenever and to the extent the money on deposit for such purposes is insufficient.

(c) The Trustee shall use amounts in any Special Reserve Account held by it to make transfers or use moneys provided under a Reserve Alternative Instrument to make deposits, in the order specified in Section 2.04, in respect of the particular Parity Indebtedness secured by such Special Reserve Account, to the appropriate subaccounts of the Interest Account, the Principal Account and the Sinking Fund Account to remedy any deficiency as of any Payment Date (or any earlier date as set forth in a Parity Resolution) or to pay the interest on or the principal of or amortization requirement in respect thereof on Parity Debt when due, whenever and to the extent the money on deposit for those purposes is insufficient.

(d) The City must restore any deficiency in the Parity Reserve Account as provided in the Trust Agreements that provide for the funding and use of the Parity Reserve Account. Any deficiency in the Parity Reserve Account resulting from a draw on a Reserve Alternative Instrument shall be made up as provided in that Reserve Alternative Instrument or related documentation, but any deficiency must be made up by not later than the final date when that deficiency would have been required to be made up if there had been a withdrawal of moneys from the Parity Reserve Account rather than a draw on a Reserve Alternative Instrument. Moneys or Investment Obligations on deposit in the Parity Reserve Account shall be used to satisfy deficiencies, as provided in subsection (b) above, prior to any draw on a Reserve Alternative Instrument.

(e) Unless a Reserve Alternative Instrument is in effect, if on any valuation date pursuant to Section 7.05 the amount on deposit in the Parity Reserve Account is less than 90% of the Parity Reserve Account Requirement, then the City shall make up the deficiency over the twelve-month period immediately following the month in which the valuation is made by monthly deposits of one-twelfth of the amount of the deficiency, such deposits to be made pursuant to Section 2.04(c).

(f) Any deficiency may be satisfied through the deposit of additional moneys or the providing of an additional, or increase in an existing, Reserve Alternative Instrument.

(g) The City must restore any deficiency in a Special Reserve Account resulting from the withdrawal of moneys therein or a draw on a Reserve Alternative

Instrument, or resulting from a valuation of the Investment Obligations therein pursuant to Section 7.05, as provided in the relevant Parity Resolution.

(f) Any requirement in the Trust Agreement or otherwise to restore the amounts to the credit of a reserve fund, or any Reserve Alternate Instrument, and obligations payable only from the Net Receipts and other funds and accounts pledged to the related indebtedness.

(g) Any Reserve Alternative Instrument must be payable (upon the giving of notice as required thereunder) to remedy any deficiency in the appropriate subaccounts in the Interest Account, the Principal Account and the Sinking Fund Account to provide for the timely payment of interest and principal (whether at maturity or pursuant to Sinking Fund Requirements therefor). Subject to the provisions of any Parity Resolution, the provider of a Reserve Alternative Instrument must be (i) an insurer that has been assigned either (1) one of the two highest policyholder ratings accorded insurers by A. M. Best & Co. or any comparable service or (2) for bonds insured by the provider of the Reserve Alternative Instrument, a rating by a Rating Agency in one of the two highest rating categories (without regard to gradations of such categories) or (ii) a commercial bank, insurance company or other financial institution the bonds payable or guaranteed by which have been assigned a rating by any Rating Agency in one of the two highest rating categories (without regard to gradations of such categories).

Section 2.08. Application of Money in the Redemption Account. The Trustee shall apply money in the Redemption Account to the purchase or redemption of Bonds, but only as specified in a City Certificate, as follows (in all cases subject to the provisions of subsection (c) below):

(a) The Trustee will endeavor to purchase and cancel Bonds, or portions of Bonds (whether or not those Bonds or portions thereof are then subject to redemption), at a purchase price that does not exceed the Redemption Price that would be payable on the next redemption date for the purchased Bonds if those Bonds were in fact called for redemption on that next redemption date. The Trustee shall pay the accrued interest on those Bonds or portions from the applicable subaccount of the Interest Account and the purchase price from the applicable subaccount of the Redemption Account (but only from moneys in that Redemption Account that have not previously been identified and set aside for the redemption of other Bonds).

(b) The Trustee shall call for redemption on a date permitted by the applicable Supplemental Agreement such amount of Bonds or portions thereof as, with any applicable redemption premium, will exhaust the moneys then held in the applicable subaccount of the Redemption Account as nearly as possible without exceeding that available amount. The Trustee shall pay the accrued interest on the Bonds or portions thereof to be redeemed to the date of redemption from the applicable subaccount of the Interest Account and the Redemption Price of such Bonds or portions thereof from the applicable subaccount of the Redemption Account (but only from moneys in that Redemption Account that have not previously been identified and set aside for the redemption of other Bonds). On or before the redemption date, the Trustee shall withdraw from the Redemption Account and the Interest Account and remit to the Owners, in Federal Reserve or other immediately available funds, the respective amounts required to pay the Redemption Price and accrued interest to the redemption date of the Bonds or portions of Bonds called for redemption.

(c) The Trustee shall apply money in the Redemption Account in each Fiscal Year to the purchase or the redemption of Bonds of any one or more Series then Outstanding in accordance with the latest City Certificate filed with the Trustee (i) designating one or more Series of Bonds to be purchased or redeemed, (ii) if more than one Series of Bonds is so designated, setting forth the aggregate principal amount of Bonds of each Series to be purchased or redeemed, and (iii) unless the Supplemental Agreement relating to the Bonds to be redeemed specifies the order of redemption, designating the Bonds to be redeemed within each Series, and if such Bonds are Term Bonds, the years in which future Sinking Fund Requirements are to be reduced as a result of such redemption and the amount of such reduction in each such year. If no City Certificate is filed, and unless the Supplemental Agreement relating to the Bonds to be redeemed specifies otherwise, (A) the Trustee shall apply that money to the purchase of one or more Series of Bonds as it shall determine or to the redemption of Bonds bearing the highest rate of interest, (B) if Bonds of more than one maturity bear the same interest rate, the Trustee will redeem such Bonds in the inverse order of maturities, and (C) if the Bonds bearing the highest rate of interest are Term Bonds, the Trustee will reduce Sinking Fund Requirements for those Term Bonds in inverse order of the scheduled redemption of such Term Bonds. All Bonds shall be redeemed as provided in the applicable Supplemental Agreement.

(d) Money held for the credit of the subaccounts in the Redemption Account shall be applied to the purchase or redemption of Bonds in the manner provided in the applicable Supplemental Agreement.

Section 2.09. Net Proceeds Fund. The Trustee shall deposit Net Proceeds into the Net Proceeds Fund when and as received by the Trustee from the City, and those proceeds will be disbursed as provided in Section 4.08.

Section 2.10. Disposition of Fund Balances. After provision is made for the payment of all Outstanding Bonds and Parity Debt, including the interest thereon, and for the payment of all other obligations, expenses and charges required to be paid under or in connection with this Trust Agreement, and receipt by the Trustee of a City Certificate to the effect that there are no other indentures, resolutions, bond orders, Supplemental Agreements, Parity Debt Resolutions, Subordinate Indebtedness Resolutions or other agreements that impose a continuing lien on the balances hereinafter mentioned, the Trustee shall pay all amounts in any fund, account or subaccount then held by it under this Trust Agreement as specified in a City Certificate. If a continuing lien has been imposed on any balance by any other agreement or instrument, by court order or by law, the Trustee shall pay such amounts as are required to the Person entitled to receive the same by that agreement, instrument, court order or law.

Section 2.11. Money held in Trust; Security. The money in all the funds, accounts and subaccounts established pursuant to this Article is held in trust and will be applied as provided in this Agreement. Pending application, the money in the Bond Fund, the Net Proceeds Fund and their respective accounts and subaccounts is subject to a pledge, charge and lien in favor of the Owners of the of Bonds Outstanding and for the further security of the Owners, except as otherwise provided in this Agreement or in any Supplemental Agreement. All money that the Trustee has withdrawn from the Bond Fund or has received from any other source and set aside or delivered to the Bond Registrar to pay any Bonds, either at maturity or by purchase or call for redemption, is held in trust for the respective Owners.

As security for the payment of the Bonds and any Parity Debt and the interest thereon, and as authorized by the Act, and the payment of all amounts required to be paid by the City to the Trustee or under a Derivative Agreement, the City hereby grants to the Trustee a pledge, charge and lien upon the Net Receipts and the moneys on deposit from time to time in the Revenue Fund, subject to the provisions of this Agreement allowing the disbursement of funds without regard to that lien.

In addition, as further security for the payment of each Series of Bonds and the interest thereon, the City hereby grants to the Trustee a pledge, charge and lien upon the money and Investment Obligations in all the related accounts and subaccounts of the Bond Fund and Accounts established under the Supplemental Agreements relating to their issuance.

The pledge, charge and lien are effective upon the Closing Date and operate immediately, and continue until all Bonds and Parity Debt, and all amounts required to be paid by the City under any Derivative Agreement, have been fully paid and discharged, including, without limitation, at all times after the institution and during the pendency of bankruptcy or similar proceedings.

The pledge, charge and lien does not inhibit the sale or disposition of any portion of the System in accordance with this Trust Agreement and does not impair or restrict the City's ability to invest in securities and other forms of investment, subject to the provisions of this Trust Agreement.

Section 2.12. Use of Available Funds. Nothing in this Trust Agreement shall be construed to prevent the City from paying all or any part of the Current Expenses from any moneys available to the City for that purpose, or from depositing in any fund or account created under, or subaccount created pursuant to, the provisions of this Trust Agreement or any fund or account created under or pursuant to a Parity Debt Resolution or a Subordinate Indebtedness Resolution, any moneys available to the City for such deposit, except to the extent the City is expressly prohibited by this Trust Agreement from making any such deposit.

ARTICLE III

INCURRING ADDITIONAL OBLIGATIONS

Section 3.01. Restriction on Incurring Obligations. The City may issue the 2021 Bonds without regard to any provisions of this Article. After the Closing Date, however, City may not (a) issue any Bonds, (b) otherwise borrow money from any source, (c) enter into any contract or agreement that is treated for accounting purposes as substantially equivalent to the borrowing of money, in all cases in connection with the acquisition or construction of improvements, extensions, additions and replacements to, or for any other purpose in connection

with, the System, except in accordance and with the provisions of the Trust Agreement.

Section 3.02. Tests for Additional Parity Indebtedness. The City may incur Parity Indebtedness as provided in this Section 3.02 for any purpose for which Bonds may be issued under Section 1.03.

(a) Long-term debt. The City may incur Long-Term Indebtedness constituting Parity Indebtedness if the conditions set forth in either (i), (ii) or (iii) are met. The City shall file a copy of each Parity Debt Resolution with the Trustee on or prior to the date of incurrence of any Parity Debt.

(i) *Coverage by historical revenues adjusted for rate changes.* The City may incur Long-Term Indebtedness constituting Parity Indebtedness if prior to incurrence the City delivers to the Trustee a City Certificate certifying that Income Available for Debt Service

(A) is not less than 120% of the Maximum Long-Term Debt Service Requirement with respect to Parity Indebtedness that would result from all Outstanding Long-Term Indebtedness constituting Parity Indebtedness (excluding any Long-Term Indebtedness to be refunded by the Long-Term Indebtedness to be incurred) and the Long-Term Indebtedness proposed to be incurred; and, separately

(B) is also not less than 100% of the maximum debt service in any future Fiscal Year when combining for that Fiscal Year (1) the Long-Term Debt Service Requirement with respect to all Outstanding Parity Indebtedness (excluding any Long-Term Indebtedness constituting Parity Indebtedness to be refunded by the Long-Term Indebtedness to be incurred) and the Long-Term Indebtedness proposed to be incurred, (2) the debt service on all Outstanding Subordinate Indebtedness (excluding any Long-Term Indebtedness constituting Subordinate Indebtedness to be refunded by the Long-Term Indebtedness to be incurred), and (3) the debt service on System G.O. Debt.

If the City has revised any Rates since the end of the Last Audited Year, and the revised Rates are or will be in effect prior to or concurrently with the incurrence of the proposed Long-Term Indebtedness, then the City Representative may add to the Income Available for Debt Service used in making the above calculations an estimate

of any additional Income Available for Debt Service that would have been derived from the adjusted Rates if the adjusted Rates had been in effect at the beginning of that Last Audited Year.

In addition, If an existing Enterprise that is not a part of the System is to be made a part of the System prior to or concurrently with the incurrence of such Long-Term Indebtedness, the City Representative may add to the Income Available for Debt Service used in making the above calculations an estimate of the additional Income Available for Debt Service that would have been derived from the added Enterprise if the Enterprise had been part of the System at the beginning of the Last Audited Year.

The City Representative must specify in its certificate any additions to Income Available for Debt Service made in accordance with this subsection and must include a brief and general summary of the basis for the additions. The Trustee may rely on those certifications without further investigation.

(ii) *Issuance based on projected future coverage*. The City may incur Long-Term Indebtedness constituting Parity Indebtedness if prior to incurrence there is delivered to the Trustee all the following:

(A) a City Certificate to the effect that that the City complied with the Rate Covenant in its most recently completed Fiscal Year. The City Representative making the certification may adjust the amount of Income Available for Debt Service used in determining compliance with the Rate Covenant for purposes of this subsection by making adjustments as described in 3.02(a)(i).

(B) a City Certificate to the effect that for each of the first two Fiscal Years next succeeding the date on which the Long-Term Indebtedness is incurred (or next succeeding the date on which capitalized interest provided from the proceeds of the Long-Term Indebtedness is expended, if later), the forecasted Income Available for Debt Service will be at least

(X) not less than 120% of the Long-Term Debt Service Requirement with respect to all Outstanding Long-Term Indebtedness constituting Parity Indebtedness (excluding any Long-Term Indebtedness constituting Parity Indebtedness to be refunded by the Long-Term Indebtedness constituting Parity Indebtedness to be incurred) and the Long-Term Indebtedness proposed to be incurred; and separately

(Y) also not less than 100% of the maximum debt service in any future Fiscal Year when combining for that Fiscal Year (A) the Long-Term Debt Service Requirement with respect to all Outstanding Parity Indebtedness (excluding any Long-Term Indebtedness constituting Parity Indebtedness to be refunded by the Long-Term Indebtedness to be incurred) and the Long-Term Indebtedness proposed to be incurred, (B) the debt service on all Outstanding Subordinate Indebtedness (excluding any Long-Term Indebtedness constituting Subordinate Indebtedness to be refunded by the Long-Term Indebtedness to be incurred), and (C) the debt service on System G.O. Debt.

(iii) *Issuance of small amounts of debt.* The City may incur Long-Term Indebtedness constituting Parity Indebtedness in any Fiscal Year up to an amount equal to 5% of the total Receipts as shown on the Most Recent Audit, less any Short-term debt previously issued in that Fiscal Year under the authorization of this subsection, if prior to incurrence the City delivers to the Trustee a City Certificate to the effect that (A) the City complied with the Rate Covenant in its most recently completed Fiscal Year and (B) the incurrence of the Debt will not have a material adverse effect on the City's ability over the succeeding twelve calendar months to pay the Current Expenses, to make all deposits required by Section 2.04, and to meet all other financial obligations imposed by this Trust Agreement or any Parity Resolution.

(b) Completion debt. The City may incur Completion Indebtedness constituting Parity Indebtedness without limitation so long as that prior to the incurrence, the City provides to the Trustee (i) a Consultant's Report estimating the costs of completing the facilities for which the Completion Indebtedness is to be incurred and (ii) a City Certificate to the effect that the amount of the Completion Indebtedness, together with any other specified available funds, will be sufficient to complete construction of the facilities as described and estimated in the Consultant's Report.

(c) Refunding debt. The City may incur Long-Term Indebtedness constituting Parity Indebtedness to refund all or any part of any Outstanding Long-Term Indebtedness so as to render it no longer Outstanding, without regard to the requirements of subsection (a), so long as that prior to the incurrence, the City delivers a City Certificate to the Trustee (i) determining that the proceeds of that Long-Term Indebtedness, together with interest earnings on any Federal Securities

to be acquired and other available funds, will be sufficient to pay the principal of and interest and any premium on the Long-Term Indebtedness to be refunded to the redemption or maturity date or dates and the expenses incident to the refunding, and (ii) stating that the Long-Term Debt Service Requirement for any Fiscal Year thereafter on account of all Long-Term Indebtedness constituting Parity Indebtedness to be Outstanding after the incurrence of the refunding Long-Term Indebtedness and after the refunding of such Long-Term Indebtedness will not be more than 10% greater than the Long-Term Debt Service Requirement on account of all Long-Term Indebtedness constituting Parity Indebtedness Outstanding immediately prior to the incurrence of the refunding Long-Term Indebtedness, including the Long-Term Indebtedness to be refunded.

(d) Short-term debt. The City may incur Short-Term Indebtedness constituting Parity Indebtedness in any Fiscal Year if, immediately after the incurrence of the Short-Term Indebtedness, the Outstanding principal amount of all Short-Term Indebtedness constituting Parity Indebtedness does not exceed 25% of the System Fund Balance as shown on the Most Recent Audit and further provided that during the Last Audited Year, there was a period of at least twenty consecutive calendar days during which no such Short-Term Indebtedness was Outstanding (as may be demonstrated by a City Certificate).

(e) Put debt The City may incur Put Indebtedness constituting Parity Indebtedness if prior to the incurrence of the Put Indebtedness (i) the conditions described in subsections (a), (b), (c) or (d) of this Section are met and (ii) a Credit Facility exists to provide financing sufficient to pay the purchase price or principal of the Put Indebtedness on any date on which the Owner or Holder of the Put Indebtedness may demand payment thereof pursuant to the terms of the Put Indebtedness.

Section 3.03. Tests for Additional Subordinate Indebtedness. The City may incur Subordinate Indebtedness as provided this Section 3.03 for any purpose for which Bonds may be issued under Section 1.03.

(a) Long-term debt. The City may incur Long-Term Indebtedness constituting Subordinate Indebtedness if the conditions set forth in either (i), (ii) or (iii) are met.

(i) *Coverage by historical revenues adjusted for rate changes*. The City may incur Long-Term Indebtedness constituting Subordinate Indebtedness if prior to

incurrence the City delivers to the Trustee a City Certificate certifying that the Income Available for Debt Service was not less the maximum amount of debt service in any future Fiscal Year when combining for that Fiscal Year (1) the Long-Term Debt Service Requirement with respect to all Outstanding Parity Indebtedness (excluding any Long-Term Indebtedness constituting Parity Indebtedness to be refunded by the Long-Term Indebtedness to be incurred) and the Long-Term Indebtedness proposed to be incurred, (2) the debt service on all Outstanding Subordinate Indebtedness (excluding any Long-Term Indebtedness constituting Subordinate Indebtedness to be refunded by the Long-Term Indebtedness to be incurred), and (3) the debt service on System G.O. Debt. The City Representative making the certification may adjust the amount of Income Available for Debt Service used in making this certification by making adjustments as described in Section 3.02(a)(i)(C).

(ii) *Issuance based on projected future coverage.* The City may incur Long-Term Indebtedness constituting Subordinate Indebtedness if prior to incurrence there is delivered to the Trustee all the following:

(A) a City Certificate certifying that the City complied with the Rate Covenant in its most recently completed Fiscal Year. The City Representative making the certification may adjust the amount of Income Available for Debt Service used in determining compliance with the Rate Covenant for purposes of this subsection by making adjustments as described in Section 3.02(a)(i)(C).

(B) a City Certificate to the effect that the forecasted Income Available for Debt Service for the first two Fiscal Years next succeeding (1) the date on which capitalized interest provided from the proceeds of the Long-Term Indebtedness is expended, or (2) the date on which such Long-Term Indebtedness is incurred if there is no allowance for capitalized interest, is at least equal to the Long-Term Debt Service Requirement with respect to all Outstanding Long-Term Indebtedness constituting Parity Indebtedness and Subordinate Indebtedness (excluding any Long-Term Indebtedness to be refunded by the Long-Term Indebtedness to be incurred) and the Long-Term Indebtedness proposed to be incurred for each of those Fiscal Years.

(iii) Issuance of small amounts of debt. The City may incur Long-Term Indebtedness constituting Subordinate Indebtedness up to an amount equal to 5% of the total Receipts as shown on the Most Recent Audit, less any Short-term debt previously issued in that Fiscal Year under the authorization of this subsection or

subsection 3.02(d), if prior to incurrence the City delivers to the Trustee a City Certificate to the effect that (A) the City complied with the Rate Covenant in its most recently completed Fiscal Year and (B) the incurrence of the Debt will not have a material adverse effect on the City's ability over the succeeding twelve calendar months to pay the Current Expenses, to make all deposits required by Section 2.04, and to meet all other financial obligations imposed by this Trust Agreement or any Parity Resolution.

(b) Completion debt. The City may incur Completion Indebtedness constituting Subordinate Indebtedness without limitation so long as that prior to the incurrence, the City provides to the Trustee (i) a Consultant's Report estimating the cost of completing the facilities for which the Completion Indebtedness is to be incurred and (ii) a City Certificate to the effect that the amount of Completion Indebtedness, together with any other specified available funds, will be sufficient to complete construction of the facilities as described and estimated in the Consultant's Report.

(c) Refunding debt. The City may incur Long-Term Indebtedness constituting Subordinate Indebtedness to refund all or any part of any Outstanding Long-Term Indebtedness constituting Subordinate Indebtedness so as to render it no longer Outstanding, without regard to the requirements of subsection (a), so long as that prior to incurrence, the City delivers a City Certificate to the Trustee (i) determining that the proceeds of that Long-Term Indebtedness, together with interest earnings on any Federal Securities to be acquired and other available funds, will be sufficient to pay the principal of and interest and any redemption premium on the Long-Term Indebtedness to be refunded to the redemption or maturity date or dates and the expenses incident to the refunding, and (ii) stating that either (A) the Long-Term Debt Service Requirement for any Fiscal Year thereafter on account of all Long-Term Indebtedness constituting Subordinate Indebtedness to be Outstanding after the incurrence of such Long-Term Indebtedness to accomplish the refunding and after the refunding of such Long-Term Indebtedness will not be greater by more than 10% than the Long-Term Debt Service Requirement on account of all Long-Term Indebtedness constituting Subordinate Indebtedness Outstanding immediately prior to the incurrence of such Long-Term Indebtedness to accomplish such refunding, including the Long-Term Indebtedness to be refunded.

(d) Short-term debt. The City may incur Short-Term Indebtedness constituting Subordinate Indebtedness if, immediately after the incurrence of the

Short-Term Indebtedness, the Outstanding principal amount of all Short-Term Indebtedness constituting Subordinate Indebtedness does not exceed 25% of the System Fund Balance as shown on the Most Recent Audit and further provided that during the Last Audited Year, there was a period of at least twenty consecutive calendar days during which no such Short-Term Indebtedness was Outstanding (as may be demonstrated by a City Certificate).

(e) Put Debt. The City may incur Put Indebtedness constituting Subordinate Indebtedness if prior to the incurrence of the Put Indebtedness (i) the conditions described in subsections (a), (b), (c) or (d) of this Section are met and (ii) a Credit Facility exists to provide financing sufficient to pay the purchase price or principal of the Put Indebtedness on any date on which the Owner or Holder of the Put Indebtedness may demand payment thereof pursuant to the terms of the Put Indebtedness.

(f) Terms applicable to all Subordinate Debt. The terms of any Subordinate Indebtedness must provide that it is subordinate and junior in right of payment to the prior payment in full of Parity Indebtedness to the extent and in the manner set forth below:

In the event (i) of any insolvency or bankruptcy proceedings, any receivership, liquidation, reorganization, arrangement or other similar proceedings in connection therewith, relative to the City or to the System, or in the event of any proceedings for voluntary liquidation, dissolution or other winding-up of the City or the System whether or not involving insolvency or bankruptcy, (ii) any Subordinate Indebtedness is declared or otherwise becomes due and payable before its stated maturity because of the occurrence of an event of default occurring under the documents pursuant to which the Subordinate Indebtedness was incurred, or (iii) any Event of Default under this Trust Agreement occurs and is continuing and (A) written notice of such default has been given to the City and (B) judicial proceedings shall be commenced after the notice date in respect of that Event of Default within 180 days in the case of a default in payment of principal or interest on Parity Indebtedness and within 90 days in the case of any other default, then, for so long as any circumstance described in clause (i), (ii) or (iii) above has not been remedied or cured in the opinion of the Trustee, then the Holders of Parity Indebtedness are entitled to receive payment in full of all principal, premium and interest on all Parity Indebtedness before the Holders of the Subordinate Indebtedness are entitled to receive any payment on account of principal of or interest on the Subordinate Indebtedness, and to that end the owners of Parity Indebtedness are entitled to

receive for application in payment thereof any payment or distribution of any kind of character, whether in cash or property or securities, which may be payable or deliverable in any such proceedings in respect of the Subordinate Indebtedness after giving effect to any concurrent payment or distribution in respect to such Parity Indebtedness.

Section 3.04. Bond Anticipation Notes. The City may issue Bond anticipation notes from time to time for any purpose for which Bonds may be issued under Section 1.03. Bond anticipation notes may be issued as Parity Indebtedness or Subordinate Indebtedness and, except to the extent otherwise expressly provided in this Trust Agreement, shall be issued in compliance, to the extent applicable, with the provisions of Section 1.03.

The City may issue Bond anticipation notes provided the following conditions are met:

(a) The City Council adopts a resolution authorizing the issuance of the Bond anticipation notes and setting forth the amount and details thereof.

(b) The Bond anticipation notes must be issued pursuant to the provisions of the Act and, but only to the extent applicable, the provisions of N.C. Gen. Stat. Section 159-163.

(c) The interest on and the principal of any such Bond anticipation notes may be made payable from Net Receipts or from the proceeds of other Bond anticipation notes, Parity Indebtedness or other Subordinate Indebtedness, any available moneys in the General Fund or any other legally available source.

(d) Prior to or simultaneously with the delivery of and payment for any Bond anticipation notes, the City must file with the Trustee evidence of compliance with the provisions of (i) Section 3.02, if the Bond anticipation notes are issued as Parity Indebtedness, or (ii) Section 3.03, if the Bond anticipation notes are issued as Subordinate Indebtedness.

In showing compliance with the provisions of Section 3.02 or Section 3.03, the principal amount of such assumed Parity Indebtedness or Subordinate Indebtedness shall be deemed to be equal to the principal amount of the Bond anticipation notes being issued, and the City shall be entitled to assume that such Parity Indebtedness or Subordinate Indebtedness will mature at such times and in such principal amounts as if such principal were amortized from the date of

incurrence thereof over a period of 30 years on a level debt service basis with such interest rates as it may in its best judgment determine. The City may make any other assumptions in its discretion as may be appropriate as to matters that cannot be otherwise ascertained at such time to determine whether or not the assumed Parity Indebtedness or Subordinate Indebtedness could be incurred.

Section 3.05. Grant Anticipation Notes. The City may issue Grant anticipation notes from time to time for any purpose for which Bonds may be issued under Section 1.03 in anticipation of the receipt of moneys from firm grant commitments for such purpose from the State or the United States or any agencies of either. Except to the extent otherwise expressly provided in this Trust Agreement, must be issued in compliance, to the extent applicable, with the provisions of Section 1.03.

Grant anticipation notes may be issued provided the following conditions are met:

(a) The City Council must adopt a resolution authorizing the issuance of the Grant anticipation notes and setting forth their amount and details. The City must file with the Trustee a copy of the City Council resolution authorizing the issuance of the Grant anticipation notes.

(b) The Grant anticipation notes must be issued pursuant to the provisions of the Act and, but only to the extent applicable, the provisions of N.C. Gen. Stat. Section 159-171.

(c) The interest on and the principal of the Grant anticipation notes may be made payable from Net Receipts or from the proceeds of the grant, other Grant anticipation notes, Parity Indebtedness or Subordinate Indebtedness, any available moneys in the General Fund or any other legally available source.

(d) The maximum aggregate principal amount of the Grant anticipation notes at any time Outstanding may not exceed the maximum amount of the grant.

(e) Grant anticipation notes constitute Subordinate Indebtedness, but the City may issue Grant anticipation notes without showing compliance with any provisions of Section 3.03.

Section 3.06. State Program Loans. The City may contract State Program Loans for purposes related to the System in its discretion. State Program Loans constitute Subordinate Indebtedness, but the City may contract State Program Loans without showing compliance with any provisions of Section 3.03. For purposes of this Trust Agreement, State Program Loans are deemed to be incurred in the full amount of the obligation or debt instrument delivered to the State on the date of the delivery, notwithstanding that the proceeds of the Indebtedness may be distributed to the City over time in accordance with the program rules and regulations.

Section 3.07. Installment Debt. The City may incur Installment Debt without regard to the requirements Sections 3.02 or 3.03 so long as (a) the debt is secured by a lien on (a) specified rolling stock comprising a part of the System without limitation or (b) other specified property, plant and equipment comprising a part of the System, so long as the principal component of Installment Debt outstanding at any one time pursuant to this subsection (b) does not exceed 10% of the System's net property, plant and equipment as shown on the Most Recent Audit. Debt is not installment debt for the purposes of this Section if it is secured by any explicit lien on Revenues or Receipts.

Section 3.08. Financing of Special Purpose Facilities. Nothing in this Trust Agreement expressed or implied shall be construed as prohibiting the City, if then authorized or permitted by law, from financing the acquisition or construction of any Special Purpose Facilities.

No Special Purpose Facilities shall be financed by the City unless there shall be filed with the City and the Trustee all the following:

(a) an opinion of Independent Counsel to the effect that the indebtedness or other obligations incurred to finance the Special Purpose Facilities are not secured by any pledge of the Revenues or Net Receipts, and do not otherwise do not constitute Indebtedness under this Trust Agreement

(b) A City Certificate to the effect that the financing of the Special Purpose Facilities will not constitute a material breach of or default of any of the City's covenants under this Trust Agreement

(c) a Consultant's Report to the effect that the acquisition or construction of the Special Purpose Facilities will not materially adversely affect the Income Available for Debt Service or impair the operating efficiency of the System

(d) a Consultant's Report to the effect that the estimated gross revenues to be received from the operation of the Special Purpose Facilities will be sufficient to pay the estimated operating and maintenance expenses of such Special Purpose Facilities, any debt service or reserve requirements with respect thereto and any other necessary related costs and expenses

If the City finances Special Purpose Facilities, the City shall put in place necessary measures to account for, and keep separate and apart from Receipts and Current Expenses, the gross revenues received from the operation of these Special Purpose Facilities as well as the operating and maintenance expenses of such Special Purpose Facilities, any debt service or reserve requirements with respect thereto and any other necessary related costs and expenses.

Section 3.09. System G.O. Debt. The City may contract System G.O. Debt in its discretion without regard to any limitations in this Trust Agreement.

Section 3.10. Choice of a Different Year. Whenever this Article III requires a certification based on the Most Recent Audit or the Last Audited Year, the City in its discretion may instead provide a Consultant's Report with respect to financial statements covering any twelve consecutive calendar months of the eighteen full consecutive calendar months preceding the proposed date of incurrence of the Indebtedness in question.

Section 3.11. Additional Restrictions. A Parity Resolution or a Subordinate Indebtedness Resolution may establish restrictions, in addition to those established in this Agreement, including additional restrictions as to the application of Net Receipts after the payments required by Section 2.04(a), (b) and (c), and additional restrictions on the incurrence of Indebtedness beyond those set forth in Sections 3.02 and 3.03.

ARTICLE IV

GENERAL COVENANTS AND REPRESENTATIONS

Section 4.01. Payment of Principal, Interest and Premium; Security; Limited Obligation. The City shall pay or cause to be paid, when due, the principal of (whether at maturity, by acceleration, by call for mandatory redemption or otherwise) and the premium, if any, and interest on the Bonds and Parity Debt at the places, on the dates, and in the manner provided in this Agreement, in the Bonds

and the Parity Debt, and in the documentation securing the Bonds and Parity Debt, all according to their true intent and meaning.

To secure payment of the Bonds and all other amounts payable by the City under this Master Agreement, and under any Supplemental Agreements and other agreements and resolutions provided for under this Master Agreement, the City grants to the Trustee a lien on the Net Revenues and on moneys and investments held from time to time under the funds, accounts and subaccounts created and authorized under this Master Agreement, except as expressly provided in this Master Agreement or any Supplemental Agreement or any other agreement or resolutions provided for under this Master Agreement.

The Bonds are special obligations of the City payable solely from the Net Receipts and the money, Investment Obligations and Reserve Alternative Instruments held in the applicable funds, accounts and subaccounts created under the Trust Agreement and the respective Supplemental Agreement for each Series of Bonds, and the income from Investment Obligations in those funds, accounts and subaccounts. The Bonds shall not constitute a legal or equitable pledge, charge, lien or encumbrance upon any of the City's property or upon any of its income, receipts or revenues, except as provided in this Agreement or in any Supplemental Agreement. Neither the City's faith and credit nor its taxing power is pledged for the payment of the principal of, any redemption premium or interest on the Bonds, and no Owner has the right to compel the exercise of the City's taxing power or the forfeiture of any City property in connection with any default on Bonds, except as provided in this Agreement or in any applicable Supplemental Agreement.

Section 4.02. System Operation. The City shall establish and enforce reasonable rules and regulations governing the operation and use of the System, operate the System in an efficient and economical manner, maintain the properties constituting the System in good repair and in sound operating condition for so long as the same are necessary for the operation of the System, and comply with all valid acts, rules, regulations, orders and directions of any legal or regulatory authority that apply to the System.

The City's obligation to maintain and operate the System is an obligation with recourse only against Receipts, however, and no Owner or Holder of Indebtedness has the right to compel the exercise of the City's taxing power or the forfeiture of any of its property in connection with any such obligation, except as provided in this Agreement or in any applicable Supplemental Agreement.

Section 4.03. Rate Covenant. (a) The City will fix, charge and collect Rates and, from time to time and as often as it appears necessary or appropriate, will revise its Rates, to meet the following requirements:

(i) *120% on first-lien debt* -- For the Fiscal Year ending June 30, 2024, and for each Fiscal Year thereafter, the sum of (A) the Income Available for Debt Service for that Fiscal Year and (B) 15% of the System Fund Balance, as shown on the Most Recent Audit, will be not less than 120% of the Long-Term Debt Service Requirement for Parity Indebtedness for that Fiscal Year.

(ii) *100% on all debt together* -- For the Fiscal Year ending June 30, 2024, and for each Fiscal Year thereafter, the Income Available for Debt Service for that Fiscal Year will be not less than the sum of the Long-Term Debt Service Requirement for Parity Indebtedness and Subordinate Indebtedness and the debt service on all Installment Debt and System G.O. Debt for that Fiscal Year.

(iii) *Generate sufficient Receipts* – The Receipts will be sufficient in each Fiscal Year (A) to pay Current Expenses, (B) to make the cash deposits required by Sections 2.04(a), (b) and (c), (C) to make the cash deposits required by Subordinate Indebtedness Resolutions with respect to the payment of interest on or principal of Subordinate Indebtedness, and (D) to make the cash payments required on all Installment Debt and System G.O. Debt.

(b) If the City fails to comply with the Rate Covenant, then it shall (within 30 days of its receipt of the audit report required by Section 4.05) request an Appropriate Consultant to make recommendations as to a revision of the Rates or the City's method of System operation designed to satisfy the Rate Covenant. The City need not comply with the Appropriate Consultant's recommendations, but the City must make changes that the City projects will result in compliance with the covenants. The City shall promptly advise the Trustee and the LGC of the actions the City has taken to address the failure to meet the Rate Covenant.

The City's failure to comply with the Rate Covenant will not be an Event of Default under Section 5.01 (notwithstanding the other provisions of Article V) unless (a) the City fails to meet the requirements for two consecutive Fiscal Years, and (b) the City fails to substantially comply with all the Appropriate Consultant's recommendations after the second consecutive (and any subsequent consecutive) Fiscal Year.

(c) Notwithstanding any of the foregoing provisions, the City need not revise any contracts and agreements in effect on the Closing Date for the use of the

System, or any System component, for purposes of compliance with the covenants set forth above.

(d) The Rates for each System component must be reasonable and non-discriminatory. No customers may receive service free of charge. Nothing contained in this Section obligates the City to take any action in violation of any applicable law.

Section 4.04. Budget; Covenant as to Current Expenses. The City shall comply with State law in adopting its Annual Budget for each Fiscal Year. To the extent practicable, the City shall prepare its Annual Budget so that it will be possible to determine from the Annual Budget (a) the budgeted Current Expenses, (b) the budgeted amounts to be deposited to the credit of the various funds, accounts and subaccounts created by the Trust Agreement, and (c) the payments of principal of, premium, if any, and interest on any Parity Debt coming due in the Fiscal Year. In preparing its Annual Budget, the City shall give due consideration to the provisions of Section 4.03.

Section 4.05. Records, Accounts and Audits. The City shall keep all System funds, accounts, money and investments separate from all other City funds, accounts, money and investments. The City shall keep accurate records and accounts of all items of costs and of all expenditures relating to the System and of the revenues collected and the application of the revenues. The Trustee may inspect the records and accounts.

The City shall cause its accountant to prepare and deliver to the City within 180 days after the close of each Fiscal Year an audit of the City's books and accounts prepared in accordance with State law. The City shall file the reports with the LGC and the Trustee, shall mail copies of each report to any person requesting the same in writing, and shall make copies available for inspection at the regular office of the City Clerk.

Each audit report must set forth in respect of the applicable Fiscal Year the following:

(a) a separate income and expense accounting of the System, showing the Revenues and Current Expenses for that Fiscal Year;

(b) the amounts on deposit at the end of the Fiscal Year in the funds, accounts and subaccounts held by the Trustee and each Depositary, and

(c) a calculation to determine compliance with Section 4.03(a).

The City must also file with the LGC and the Trustee, within 60 days after the end of each Fiscal Year, a City Certificate stating to the best of the certifying officer's knowledge (i) whether there existed at the end of the Fiscal Year any violation of any covenants or agreements contained in the Trust Agreement and (ii) whether at any time during the Fiscal Year, any Default occurred, and in either case if so, the nature of the violation or Default.

Section 4.06. Insurance. (a) The City will maintain a reasonable and appropriate insurance program that the City determines complies with law and that will (i) afford adequate protection against loss caused by damage to or destruction of the System or any part thereof and (ii) include reasonable liability insurance for bodily injury and property damage resulting from the construction or operation of the System. The City shall provide to the Trustee any information concerning its insurance program as the Trustee may request from time to time.

(b) All insurance policies must be carried with a company or companies properly authorized under State law. In the alternative, the City may maintain the insurance required by this Section (i) by one or more blanket or umbrella insurance policies or (ii) by means of an adequate self-insurance fund or risk-retention program, or by participation in a group risk pool or similar program.

If the City obtains blanket or umbrella coverage, the City must provide to the Trustee, upon the Trustee's request, a certificate or certificates of the respective insurers evidencing the coverage and, with respect to property insurance, stating the amount of coverage provided with respect to the System (or any covered portion). If the City provides for any alternative risk management program, an Appropriate Consultant must review the program annually for sufficiency. The City must provide to the Trustee evidence as to the sufficiency of any alternative program as the Trustee may reasonably request.

All policies will be for the City's benefit, will be made payable to the City and will remain with the City. The City has the sole right to receive the proceeds of insurance and to collect and receipt for claims under the policies. The City shall apply Net Insurance Proceeds as provided in Section 4.08.

The City further covenants that it will maintain or cause to be maintained comprehensive public liability insurance on all Special Purpose Facilities for bodily injury and property damage resulting from the construction or operation of Special Purpose Facilities in such amounts as the City may determine to be reasonable.

Section 4.07. Notice of Taking; Cooperation. If any public authority or entity attempts to take all or any part of the System through Eminent Domain proceedings, the City shall take prompt and appropriate measures to protect and enforce its rights and interests, and those of the Trustee and the Owners and Holders of Bonds and Parity Debt, in connection with the proceedings. The City shall notify the Trustee promptly upon receiving notice of the institution of Eminent Domain proceedings by any public authority or entity. The City shall apply Net Proceeds of any Eminent Domain proceeding as provided in Section 4.08.

Section 4.08. Insurance and Eminent Domain Proceeds. (a) If, as a result of any casualty occurring to any part of the System or as a result of any taking by Eminent Domain of any part of the System, the System's revenue-producing capabilities will (as shown by a City Certificate) be materially impaired for a period exceeding 120 consecutive days, then the City shall pay all Net Proceeds that the City receives to the Trustee for deposit in the Net Proceeds Fund. The City and Trustee will apply these funds, to the extent permitted by law and at the City's election:

(i) *To repair or restore the System* – The City may elect to apply the Net Proceeds to replace, repair, rebuild or restore the System. The City must restore the System to substantially the same condition as that which existed prior to the event giving rise to the Net Proceeds, with alterations and additions as the City may determine and as will not materially impair the System's revenue-producing capability. If, however, the Net Proceeds are not sufficient to make a complete restoration, then the City must apply the Net Proceeds to make as complete a repair as possible, as evidenced by a Consultant's Report.

The Trustee will disburse moneys from the Net Proceeds Fund from time to time, either to pay repair or restoration costs directly or to reimburse the City for previous expenditures on any of those costs, upon the Trustee's receipt of a requisition in form and substance reasonably acceptable to the Trustee. The Trustee may rely conclusively on requisitions as authorization for payments, and the Trustee has no duty or responsibility to verify any matters in the requisitions.

Before the Trustee makes any disbursement, however, the City must first deliver to the Trustee a Consultant's Report setting forth (A) a description of the repair or restoration plan, (B) a statement that the plan meets the requirements of the preceding paragraph, (C) an estimate of the total cost of the repair or restoration, (D) the estimated date upon which the plan will be substantially completed, and (E) a statement to the effect that the funds to be available to the City,

including the Net Proceeds and any other funds identified in a City Certificate as to be used for this purpose, are expected to be sufficient to pay the costs of the repair or restoration as described in the Consultant's Report.

Any costs paid or reimbursed must be capital costs allocable to the System. If any amounts remain in the Net Proceeds Fund once the System has been fully restored (as evidenced by a Consultant's Report), then the Trustee will pay the remaining amounts to the City to be used for any lawful purpose.

(ii) *To reimburse the City* – The Trustee will pay the amounts in the Net Proceeds Fund to the City for deposit in its General Fund, or any other City fund or account, if the City has restored the System to substantially the same condition as prior to the event giving rise to Net Proceeds (as evidenced by a Consultant's Report). The Trustee will make this distribution only if the City carried out the restoration with funds that were not subject to a lien in favor of the Owners and Holders of Bonds and Parity Debt, as evidenced by a City Certificate.

(b) The City shall apply all Net Proceeds that the City is not required to pay to the Trustee pursuant to this Section in such manner as the City determines to be in its best interests.

(c) Although the City may determine to use Net Proceeds to redeem Bonds or other obligations, nothing in this Section creates an option in the City to redeem Bonds other than as otherwise provided in the Bonds themselves and in this Trust Agreement.

Section 4.09. Compliance with Law. So long as any Bond is Outstanding, the City shall comply or cause there to be compliance with all applicable laws, orders, rules, regulations and requirements of any municipal or other governmental authority relating to the System's construction, use and operation. Nothing contained in this Section prevents the City from contesting in good faith the applicability or validity of any law, ordinance, order, rules regulation, or requirement so long as its failure to comply during the contest period will not materially impair the System's operation or revenue-producing capability.

Section 4.10. Payment of Charges; Covenant against Encumbrances. Except as otherwise provided in this Trust Agreement, the City shall not create or suffer to be created any lien or charge upon the System or any part thereof, or on the Net Receipts, except for Permitted Encumbrances. The City shall discharge or cause to be discharged, or shall make adequate provision to satisfy and discharge, within 60 days after the same become due and payable, all lawful costs, expenses, liabilities

and charges relating to the maintenance, repair, replacement or improvement of the properties constituting the System and the operation of the System and lawful claims and demands for labor, materials, supplies or other objects that might by law become a lien upon the System or Net Receipts if unpaid. Nothing contained in this Section requires the City to pay or cause to be discharged, or make provision for the payment, satisfaction and discharge of, any lien, charge, cost, liability, claim or demand while the City is contesting its validity in good faith and by appropriate legal proceedings, so long as its failure to pay during the contest period will not materially impair the System's operation or revenue-producing capability.

Section 4.11. Covenant against Sale or Disposition; Exceptions. The City will not sell, exchange or otherwise dispose of any System property except as permitted in this Section or Section 4.16.

The City may from time to time sell, exchange or otherwise dispose of any equipment, motor vehicles, machinery, fixtures, apparatus, tools, instruments or other movable property if it determines that property is no longer needed or is no longer useful in connection with the System, and the City may use the disposition proceeds for any lawful purpose in its discretion.

The City may from time to time sell, exchange or otherwise dispose of (but not lease, contract or agree for the use of the property except as permitted under Section 4.13) any other System property, if the City delivers to the Trustee an Opinion of Bond Counsel to the effect that the sale, exchange or disposition of the property will not adversely affect the tax status of interest on Bonds and either (a) or (b), as follows:

(a) A City Certificate to the effect that the sale, exchange or other disposition of the property will not materially adversely affect the System's operations and will not materially reduce Net Receipts; or

(b) (i) A City Certificate to the effect that the sale, exchange or other disposition will not materially adversely affect the City's ability to comply with the Rate Covenant for the current and next succeeding Fiscal Year;

(ii) A City Certificate to the effect that the sale, exchange or disposition will not result in the ratings of any Parity Indebtedness being suspended or downgraded below "investment grade" by any Rating Agency; and

(iii) A City Certificate to the effect that the sale, exchange or disposition would be for a consideration of not less than fair market value; and the proceeds, if any, of the sale, exchange or disposition will be applied to the replacement of the

properties so sold, exchanged or disposed of or will be used to pay principal of or interest on Parity Debt as the City may determine.

If the fair market value of any individual item or group of items of real or personal property to be sold, exchanged or otherwise disposed of in any Fiscal Year in accordance with the provisions of this Section exceeds 1% of net property, plant and equipment of the System as shown on the Most Recent Audit, then the City may make no disposal without first obtaining a Consultant's Report confirming the City's determinations under this Section.

Any disposition of an Enterprise in whole is subject only to the provisions of Section 4.16.

Section 4.12. Additional Projects; Additions to the System. All buildings, structures and items of personal property that are constructed, placed or installed in or upon the properties constituting the System as an addition or improvement to, as a substitute for, or in renewal, replacement or alteration of, any buildings, structures, and personal property constituting part of the System, and all real property acquired as an addition to, in replacement of, or as a substitute for real property constituting a part of the System thereupon become part of the System.

Section 4.13. Contracts, Leases and Other Agreements. The City may lease, as lessor, all or any part of the System, or contract or agree for the performance by others, of operations or services on or in connection with the System or any part of the System, for any lawful purpose, provided, that:

(a) the City must remain fully obligated and responsible under this Trust Agreement to the same extent as if the lease, contract or agreement had not been executed, and

(b) the City's obligations under any lease, contract or agreement must not impair the City's performance of its obligations under this Trust Agreement.

The City must also comply with any other provisions of State law related to the lease or other transfer of System property or an enterprise.

Section 4.14. Further Instruments and Actions. The City shall, from time to time, execute and deliver such further instruments or take such further actions as may be required to carry out the purposes of this Trust Agreement.

Section 4.15. System; Addition of Enterprise to System. (a) The City's existing water system and its existing wastewater system are hereby combined into

one integrated, combined enterprise system for purposes of the Act and the Trust Agreement, and constitute the System as of the Closing Date.

(b) The City may add Additional Enterprises to the System from time to time at the City's discretion by resolution of the City Council. If the City is to incur Indebtedness in connection with the addition of any Enterprise, the resolution of the City Council, together with evidence of compliance with Section 3.02 or Section 3.03 and subparagraphs (iv) and (v) below, shall be sufficient for such purpose. If the City is not to incur Indebtedness in connection with the addition, then the following must be filed with the City Council prior to the adoption of the resolution:

(i) an Opinion of Counsel to the effect that the Act then permits the addition to the System in the absence of the issuance of Indebtedness by the City under the Act;

(ii) an Opinion of Bond Counsel to the effect that the addition will not adversely affect the tax status of interest on Bonds;

(iii) a City Certificate to the effect that, if the addition had been made on the first day of the Last Audited Year, then based on those financial statements (A) the Income Available for Debt Service for the Fiscal Year would have met the Rate Covenant for that Fiscal Year and (B) the ratio of Income Available for Debt Service for the preceding Fiscal Year to the Maximum Long-Term Debt Service Requirement would not decrease by more than 20%; and

(iv) A City Certificate to the effect that the addition of the Enterprise to the System will not result in the ratings on any Parity Indebtedness being suspended or downgraded below "investment grade" by any Rating Agency.

The City must deliver all resolutions and other documents, certificates or opinions required by this Section to the Trustee. The addition of the Enterprise will be effective upon that delivery unless the City Council resolution states a later effective date.

Section 4.16. Removal of Enterprise from System; Disposition Proceeds. The City may at any time remove an Enterprise from the System, other than the City's water system and wastewater system initially comprising the System, upon delivery to the Trustee of all the following:

(a) a resolution of the City Council describing, in reasonable detail, the Enterprise to be removed from the System and providing that Enterprise will no longer be part of the System

(b) a City Certificate to the effect that, if the removal had been made on the first day of the Last Audited Year, then based on those financial statements (i) the Income Available for Debt Service for the Fiscal Year would have met the Rate Covenant for that Fiscal Year and (ii) the ratio of Income Available for Debt Service for the preceding Fiscal Year to the Maximum Long-Term Debt Service Requirement would not decrease by more than 20%

(c) a City Certificate to the effect that the removal of the Enterprise will not materially adversely affect the City's ability to comply with the Rate Covenant for the current and next succeeding Fiscal Year

(d) an Opinion of Counsel to the effect that the removal of the Enterprise has been effected in accordance with the terms of this Trust Agreement

(e) a City Certificate to the effect that the addition of the Enterprise to the System will not result in the ratings on any Parity Indebtedness being suspended or downgraded below "investment grade" by any Rating Agency.

The City must deliver all resolutions and other documents, certificates or opinions required by this Section to the Trustee. The removal of the Enterprise will be effective upon that delivery unless the City Council resolution states a later effective date.

If the City sells or otherwise disposes of one or more entire Enterprises, the City may apply any proceeds of the sale or disposition in its discretion, as follows:

(1) to pay or satisfy, in whole or in part, first, Bonds and Parity Debt associated with or related to the Enterprise and, second, any other City indebtedness associated with or related to the Enterprise; or

(2) to pay or satisfy, in whole or in part, any amounts due under any City contractual obligations associated with or related to such Enterprise.

If City pays in full the obligations described in (1) and (2) above, the City may apply any remaining disposition proceeds in any manner allowed by law. In

addition, the City may apply the proceeds as follows in preference to items (1) and (2) above, but only with the LGC's approval:

(3) to pay or satisfy, in whole or in part, any other City indebtedness;

(4) to pay or satisfy, in whole or in part, any amounts due under any City contractual obligations;

(5) to any capital outlay purposes of the City.

ARTICLE V

DEFAULTS; REMEDIES

Section 5.01. Events of Default. An "Event of Default" is any of the following:

(a) Default in the payment of the principal of any Bond when it becomes due and payable, whether at the stated maturity of the Bond or upon proceedings for mandatory (but not optional) redemption.

(b) Default in the payment of any interest on any Bond when it becomes due and payable.

(c) The City breaches or fails to perform or observe any term, condition or covenant of this Agreement or in the Bonds on its part to be observed or performed, other than as referred to in the preceding subsections, for a period of 90 days after written notice specifying the failure and requesting that it be remedied has been given to the City by any Person; provided, however, that if the failure stated in the notice cannot reasonably be corrected within the applicable notice period and the City institutes corrective action within the notice period, no Event of Default will be deemed to have occurred so long as the City diligently pursues remedial action.

(d) Any warranty, representation or statement made by the City in this Agreement is found to be incorrect or misleading in any material respect as of the Closing Date.

(e) Any warranty, representation or statement made by the City in a Supplemental Agreement or in any related Bonds is found to be incorrect or

misleading in any material respect as of date of the original delivery of those Bonds to their original purchaser.

Section 5.02. Acceleration. If any Event of Default is continuing, then the Trustee, alone or at the direction of the Majority Owners, and by notice to the City, may declare the principal of and accrued interest with respect to the Bonds to be due and payable immediately, and that principal and interest will thereupon become and be immediately due and payable. The Trustee must immediately give notice of any acceleration to the Owners. The Trustee may rescind an acceleration and its consequences if all existing Events of Default have been cured or waived, if the rescission would not conflict with any judgment or decree.

Section 5.03. Trustee Control of Receipts. In addition to any remedies available to the Trustee under this Trust Agreement, and under State and federal law, during the continuation of an Event of Default the Trustee may, and, upon the written request of the Majority Owners, shall:

(a) require the City (i) to endorse, to the order of the Trustee, all checks and other negotiable instruments representing Receipts immediately upon their receipt, and (ii) to deliver the endorsed instruments to the Trustee daily;

(b) notify any or all account debtors of the City to pay any amounts representing Receipts, when due and owing, directly to the Trustee, in its capacity as the Trustee, in such manner as the Trustee may direct; and

(c) require the City to deliver to the Trustee all money and Investment Obligations held by the City in the Revenue Fund.

The City's endorsement and delivery requirements, and the requirements for payment of Receipts directly to the Trustee, as described in this section continue until any Event of Default has been cured to the Trustee's satisfaction.

The Trustee's disposition of Receipts held under this Section is subject to the provisions of Section 2.03 to the same extent as if the City had deposited those Receipts in the Revenue Fund. Notwithstanding anything contained in this Agreement to the contrary, the Trustee's disposition of Receipts held under this Section for the payment of Current Expenses is in the Trustee's discretion. The provisions of this Section are also subject to the provisions of Section 10.01.

Section 5.04. Other Remedies. If an Event of Default is continuing, the Trustee may pursue any other remedy at law or in equity to collect the Receipts or to enforce the performance of any provision of this Agreement, any Supplemental Agreement or any Bonds.

The Trustee may maintain a proceeding even if it does not possess any of the Bonds or does not produce any of them in the proceeding. A delay or omission by the Trustee or any Owner in exercising any right or remedy accruing upon an Event of Default does not impair the right or remedy or constitute a waiver of or acquiescence in the Event of Default. No remedy is exclusive of any other remedy. All available remedies are cumulative.

Section 5.05. Waiver of Past Defaults. The Majority Owners, by notice to the Trustee, may waive an existing Event of Default and its consequences. When an Event of Default is waived, it is cured and stops continuing, but no waiver extends to any subsequent or other Event of Default or impairs any right consequent to it.

Section 5.06. Majority's Control. The Majority Owners may, upon satisfactory indemnification of the Trustee, direct the time, method and place of conducting any proceeding for any remedy available to the Trustee or of exercising any trust or power conferred on the Trustee. The Trustee, however, may refuse to follow any direction that it reasonably believes conflicts with law or this Agreement or, subject to the provisions of Section 10.01, that the Trustee determines is unduly prejudicial to the rights of other Owners or would involve the Trustee in personal liability.

Section 5.07. Limitation on Suits. An Owner may not pursue any remedy with respect to this Agreement or the Bonds (except as provided in Section 5.08) unless (a) the Owner gives the Trustee notice stating that an Event of Default is continuing, (b) the Majority Owners make a written request to the Trustee to pursue the remedy, (c) that Owner or Owners offer to the Trustee indemnity satisfactory to the Trustee against any loss, liability or expense, and (d) the Trustee does not comply with the request within 60 days after receipt of the request and the offer of indemnity.

An Owner may not use this Agreement to prejudice the rights of another Owner or to obtain a preference or priority over the other Owners.

Section 5.08. Rights To Receive Payment. The right of any Owner to receive payment of principal and interest with respect to a Bond, on or after the due dates expressed in the Bond, or to sue for the enforcement of any such payment on or after such dates, is preserved under this Agreement and may not be impaired or affected without such Owner's consent. A suit preserved under this Section is not subject to the requirements of Section 5.07.

Section 5.09. Collection Suit by Trustee. If an Event of Default is continuing, the Trustee may recover judgment in its own name and as trustee of an express trust against the City for the whole amount remaining unpaid.

Section 5.10. Trustee May File Proofs of Claim. (a) The Trustee may file proofs of claim and other papers or documents as may be necessary or advisable to have the claims of the Trustee and the Owners allowed in any judicial proceedings relative to the City, its creditors, or its property. Unless prohibited by law or applicable regulations, the Trustee may also vote on behalf of the Owners in any election of a trustee in bankruptcy or other person performing similar functions.

(b) If the Trustee incurs expenses or renders services in any proceedings resulting from any Default or Event of Default, the parties intend that the expenses so incurred and compensation for services so rendered constitute expenses of administration under the United States Bankruptcy Code or any similar federal or State law.

Section 5.11. Priorities. If the Trustee collects any money pursuant to this Article, it must deposit that money in a special account in the Payment Fund and pay out that money in the following order:

(a) If the principal of all Bonds has not become or will not be declared due and payable, all the moneys in the Payment Fund will be applied as follows:

First, Costs and Expenses: to the payment of the costs and expenses of the Trustee and of the Owners in declaring the Event of Default and pursuing remedies under this Agreement, including reasonable compensation to its or their agents, attorneys and counsel;

Second, Interest: to the payment to the persons entitled thereto of all installments of interest then due in the order of the maturity of the installments, beginning with the earliest unpaid installment. If the amount available is not

sufficient to pay in full any installment or installments coming due on the same date, then to the payment thereof ratably, according to the amounts due thereon, to the persons entitled thereto, without any discrimination or preference; and

Third, Principal: to the payment to the persons entitled thereto of the unpaid principal on any Bonds which have become due, whether at maturity or by call for redemption, in the order of their due dates, with interest on the overdue principal at a rate equal to the rate paid on the Bonds, beginning with the earliest unpaid installment. If the amount available is not sufficient to pay in full all of the amounts due on the Bonds on any date, together with the required interest, then to the payment thereof ratably, according to the amounts of principal due on that date to the persons entitled thereto, without any discrimination or preference.

(b) If the principal of all Bonds has become or has been declared due and payable, all the money will be applied (i) first to pay the fees and expenses as described in (a) above, and then (ii) to pay the principal and interest then due on the Bonds, without preference or priority of principal or interest, or of any installment of interest over any other installment of interest, or of any Bond over any other Bond, ratably according to the amounts due respectively for principal and interest, to the persons entitled thereto without any discrimination or privilege.

The Trustee may fix the date for any payment to Owners under this Section.

Section 5.12. Undertaking for Costs. In any suit for the enforcement of any right or remedy under this Agreement or in any suit against the Trustee for any action taken or omitted by it as Trustee, a court in its discretion may require the filing by any party in the suit of an undertaking to pay the costs of the suit, and the court in its discretion may assess reasonable costs, including reasonable legal fees, against any party in the suit, having due regard to the merits and good faith of the claims or defenses made by the party. This Section does not apply to a suit by the Trustee or any authorized suit by any Owner.

ARTICLE VI

PROVISIONS FOR THE FORM, REGISTRATION AND EXCHANGE OF BONDS

Section 6.01. Form and Details of Bonds. Each Series of Bonds will be dated the date of the initial delivery of those Bonds to their initial purchaser. The

Bonds will be issuable only as fully registered Bonds in a minimum denomination of $5,000 and integral multiples of $5,000 above the minimum. Each Bond will be payable as to interest (a) from its date, if that Bond is authenticated prior to the Record Date preceding its first Payment Date, (b) from the succeeding Payment Date, if that Bond is authenticated between a Record Date and the succeeding Payment Date, or (c) otherwise from the Payment Date that is, or immediately precedes, the date on which that Bond is authenticated; provided, however, that if at the time of authentication of a Bond any payment of interest on that Bond is in default, then that Bond is payable as to interest from the date to which interest has been paid. Principal, interest and any redemption premium for all Bonds are payable in lawful money of the United States of America.

Section 6.02. Book-Entry-Only Form. (a) All Bonds will be issued by means of a book-entry system, with one certificate for each maturity of each series of Bonds immobilized at DTC and not available for distribution to the public. Bonds registered in the name of DTC or its nominee may be held in custody by the Trustee in lieu of immobilization at DTC if permitted under DTC's rules and procedures

The parties agree that transfer of beneficial ownership interests in the Bonds in the principal amounts of $5,000 and integral multiples of $5,000 above the minimum will be effected on the records of DTC and its participants pursuant to rules and procedures established by DTC and its participants. Principal, interest and any redemption premium on the Bonds are payable to DTC or its nominee as registered owner of the Bonds. The parties agree that transfer of principal, interest and any redemption premium to DTC participants will be DTC's responsibility, and that transfer of principal, interest and any redemption premium on Bonds to beneficial owners of the Bonds by DTC participants will be the responsibility of those participants and other nominees of beneficial owners. Neither the Trustee nor the City will be responsible or liable for transfer of payments beyond DTC or for maintaining, supervising or reviewing the records maintained by DTC, its participants or persons acting through those participants.

(b) If (i) DTC determines not to continue to act as securities depository for the Bonds or (ii) the City directs, the City and the Trustee will arrange to discontinue the book-entry system with DTC. If the City designates an alternate qualified securities depository to replace DTC, that depository will replace DTC and all references to DTC in this Agreement will be deemed references to the alternate depository. If the City does not designate another qualified securities depository to

replace DTC, the City must deliver fully-registered Bonds as replacements for Bonds in book-entry form for the Trustee's authentication and delivery.

Section 6.03. Execution. The Bonds must be signed on the City's behalf by the manual or facsimile signature of the City's Mayor or the City Manager, and the City's seal must be impressed or imprinted on the Bonds by facsimile or otherwise and attested by the manual or facsimile signature of the City Clerk or any Deputy or Assistant Clerk. If any City officer whose signature is on a Bond no longer holds that office at the time the Trustee authenticates the Bond, that Bond is nevertheless valid. If a person signing a Bond is the proper officer on the actual date of execution, the Bond is valid even if that person is not the proper officer on the nominal date of action.

Section 6.04. Authentication. Each Bond must bear a certificate of authentication from the Trustee. No Bond will be valid until the Trustee has duly executed the certificate of authentication and inserted the authentication date on that Bond. The Trustee must authenticate each Bond with the signature of an authorized representative, but it is not necessary for the same person to authenticate all the Bonds. Only Bonds authenticated as provided in this Section are entitled to any right or benefit under this Agreement.

Section 6.05. Registration and Exchange of Bonds; Persons Treated as Owners. The Trustee will establish and maintain a register as to the ownership of Bonds. An Owner may exchange and transfer Bonds only through the register. Upon surrender for transfer of any Bond to the Trustee, duly endorsed for transfer or accompanied by an assignment duly executed by the Owner or the Owner's duly authorized attorney, the Trustee will authenticate a new Bond or Bonds in an equal total principal amount and registered in the name of the transferee. The Trustee, however, is not required to exchange or register the transfer of any Bond after the giving of notice calling such Bond for redemption.

Bonds may be exchanged for an equal total principal amount of Bonds of different but authorized denominations. The Trustee must authenticate and deliver Bonds that the Owner making the exchange is entitled to receive, bearing numbers not then Outstanding.

The Trustee must deliver to the transferee any applicable redemption notice when it effects a transfer or exchange of any Bond after the mailing of notice calling the Bond or any portion of the Bond for redemption.

The Owner is the absolute owner of the Bond for all purposes, and payment of principal and interest will be made only to or upon the written order of the Owner or the Owner's legal representative, except that payments will be made to the persons shown as the owners as of the applicable Record Date.

The Trustee must require the payment by an Owner requesting exchange or transfer of any tax or other governmental charge required to be paid in respect of the exchange or transfer but must not impose any other charge.

Section 6.06. Mutilated, Lost, Stolen or Destroyed Bonds.

(a) If any Outstanding Bond is damaged, mutilated, lost, stolen or destroyed, the City must execute, and the Trustee must authenticate and deliver, a replacement Bond, of the same tenor as the damaged, mutilated, lost, stolen or destroyed Bond, in the manner provided below.

(b) (i) The Owner must apply to the Trustee for exchange and substitution of damaged, mutilated, lost, stolen or destroyed Bonds. In every case, the applicant for a replacement Bond must furnish to the City and the Trustee such security or indemnity as each may reasonably require. In every case of loss, theft or destruction of a Bond, the applicant must also furnish to the City and the Trustee evidence to their reasonable satisfaction of the loss, theft or destruction. In the case of damage or mutilation of a Bond, the applicant must surrender the damaged or mutilated Bond.

(ii) Notwithstanding the foregoing, if any such Bond has matured, and no default is then continuing in the payment of the principal or interest on that Bond, the City may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Bond) instead of issuing a substitute Bond, provided security or indemnity is furnished as provided above in the case of a lost, stolen or destroyed Bond.

(c) The requirements for indemnity in this Section are in addition to any requirements imposed by law, including the requirements of General Statutes Section 159-137.

(d) The Trustee shall charge the Owner of such Bond with all expenses in connection with the issuance of any substitute Bond. Every substitute Bond issued

pursuant to the provisions of this Section because any Bond is lost, stolen or destroyed, whether or not the lost, stolen or destroyed Bond may be found at any time, or may be enforceable by anyone, is entitled to all the benefits of this Agreement equally and proportionally with all other Bonds duly issued under this Agreement.

Section 6.07. Cancellation. Whenever a Bond is delivered to the Trustee for cancellation (upon payment, redemption or otherwise) or for transfer, exchange or replacement, the Trustee must promptly destroy the Bond and deliver a written certificate of that destruction to the City.

Section 6.08. Temporary Bonds. Prior to the preparation of Bonds in definitive form the City may execute, and the Trustee must then authenticate and deliver, temporary Bonds in any denominations as the City may determine, but otherwise in substantially the form set out in the appropriate Supplemental Agreement for the form of the definitive Bonds. The City must promptly prepare, execute and deliver to the Trustee, before the first Payment Date for those Bonds, permanent Bonds in definitive form, and thereupon, upon surrender of Bonds in temporary form, the Trustee will authenticate and deliver in exchange therefor Bonds in definitive form of the same maturity and having an equal aggregate principal amount. Until exchanged for Bonds in definitive form, Bonds in temporary form are entitled to the lien and benefit of this Agreement.

Section 6.09. Non-Presentment of Bonds. (a) If any Bond is not presented for payment when the principal of that Bond becomes due (whether at maturity, upon acceleration or call for redemption or otherwise), all liability to the Owner for the payment of that Bond will be completely discharged if funds sufficient to pay the Bond and the premium, if any, and interest on that Bond are held by the Trustee for that Owner's benefit. It is then the Trustee's duty to hold these funds subject to subsection (b) below, without liability for interest, for the benefit of the Owner. The Owner will thereafter be restricted exclusively to those funds for any claim of whatever nature under this Agreement with respect to that Bond.

(b) Notwithstanding any provision of this Agreement to the contrary, the Trustee must dispose of moneys held by it for the payment of principal, premium, or interest on Bonds left unclaimed for five years after the date the principal on those Bonds becomes due in accordance with N.C. Gen. Stat. Sec. 116B-51 or any successor provision. After the disposition, the Owners of those Bonds are thereafter entitled to look only to their remedies under N.C. Gen. Stat. Chapter 116B or any successor

provision. The Trustee, the Bond Registrar and the City have no further responsibility with respect to that money or for that payment.

Section 6.10. Supplemental Agreements May Vary Terms. Any Supplemental Agreement may, by its express terms only, vary any of the terms and provisions of this Article with respect to any Series of Bonds.

ARTICLE VII

INVESTMENT OF MONEYS IN FUNDS; ACCOUNTING

Section 7.01. Investments Authorized.

(a) Subject to the further provisions of this Article VII, the Trustee must invest and reinvest moneys held by it under this Agreement upon the City's written direction in Investment Obligations that are Legal Investments. All investments, if registrable, must be registered in the name of the Trustee or its assignee for the benefit of the Owners and held by the Trustee. If the City does not provide the Trustee with written direction as to any investment or reinvestment of moneys held under this Agreement, the Trustee will invest or reinvest those moneys in the North Carolina Capital Management Trust – Government Portfolio (or its successor).

(b) The Trustee may purchase or sell, to itself or to any affiliate, as principal or agent, any investments of funds held under this Agreement. The Trustee may act as purchaser or agent in the making or disposing of any investment, and may make any investment through its bond or investment department or those of its affiliates, and may charge its ordinary and customary fees for those transactions.

(c) The Trustee is not responsible or liable for any loss suffered in connection with any investment of funds made in accordance with this Section. The Trustee may rely on the City's investment directions as to the suitability, legality and qualification as a "Legal Investment" of any investment made at the City's direction.

(d) The City must direct the investment and reinvestment of all moneys in Investment Obligations having maturities not extending beyond the date on which the City estimates those moneys are to be needed for their intended purposes. Investments will be considered as maturing on the date on which they are redeemable without penalty at the holder's option or the date on which the Trustee may require their repurchase without penalty pursuant to a repurchase agreement.

Section 7.02. Held in Trust. The moneys and investments held by the Trustee under this Agreement are irrevocably held in trust for the benefit of the Owners, and those moneys, and any income or interest earned thereon, must be expended only as provided in this Agreement. To the extent permitted by law, those moneys and investments will not be subject to levy or attachment or lien by or for the benefit of any creditor of the Trustee or the City, other than the Owners.

Section 7.03. Investments Part of Fund. Any income, profit or loss on the investment of moneys held by the Trustee under this Agreement must be credited to the respective fund to which those moneys are credited, except as otherwise provided in this Agreement.

Section 7.04. Accounting. The Trustee must keep accurate records of all funds administered by it and of all Bonds paid and discharged. The Trustee must furnish to the City, not less frequently than monthly, an accounting of all investments made by the Trustee in all funds and accounts held by the Trustee. These accountings may be supplied in the form of the Trustee's customary statements. So long as the Trustee provides those monthly accountings, the Trustee is not required to deliver brokerage statements as to any investment made under this Agreement.

Section 7.05. Valuation. To determine the amount on deposit in any Fund or Account held under this Agreement, the Trustee must value any investment credited to a Fund or Account at its market value. The Trustee must make these valuations annually as of each June 30, beginning June 30, 2022, and at such additional times as this Agreement may require or as the City may request. The City may not make more than one request in a calendar month.

Section 7.06. Disposition. The Trustee must sell, or present for redemption, and reduce to cash any investment in a Fund or Account whenever the cash balance in the Fund or Account is insufficient for its purposes.

Section 7.07. Commingling of Moneys in Funds. The Trustee must separately account for all Funds and Accounts held by it under this Agreement. With the City's approval, however, the Trustee may commingle for investment purposes any funds held under this Agreement with any other funds.

Section 7.08. Information Concerning Investments. The Trustee must establish and maintain written records regarding investments made under this Article VII, and must supply the information to the City at its request. The Trustee's records must show for each investment obligation information as to: (a) purchase date; (b) purchase price; (c) information establishing that the purchase was at a fair market value as of the purchase date (e.g., the published quoted bid by a dealer in such an investment on the purchase date); (d) any accrued interest paid; (e) face amount; (f) coupon rate; (g) periodicity of interest payments; (h) disposition price; (i) any accrued interest received; and (j) disposition date.

Section 7.09. Restricted Yield Investments. The City may direct the investment of any funds held under this Agreement without regard to yield, despite any provision in this Agreement directing investment with regard to the Restricted Yield, but only if the City provides the Trustee with an Opinion of Bond Counsel, in form and substance reasonably acceptable to the Trustee, to the effect that such an investment would not adversely affect any exclusion from gross income that would otherwise be applicable to interest payments on the Bonds.

ARTICLE VIII

INDEMNIFICATION

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

(a) the LGC and its members and employees, and

(b) the Trustee and its officers and employees,

in both cases harmless from all liability and losses, including legal fees, arising out of, connected with, or resulting directly or indirectly from actions by the City and its representatives and relating to the transactions contemplated by this Agreement. The City has no obligation to indemnify any indemnified party for the gross negligence or intentional misconduct of the indemnified party or any of that party's employees or representatives. The City's obligation to provide indemnification under this Article continues even after there are no longer any Bonds Outstanding.

ARTICLE IX

DISCHARGE OF TRUST AGREEMENT

Section 9.01. Bonds Deemed Paid; Discharge of Trust Agreement. Any Bond will be deemed paid for all purposes of this Agreement when (a) payment of the principal, premium, if any, and interest on that Bond to the due date of those amounts (whether at maturity, upon redemption or otherwise) either (i) has been made in accordance with the terms of the Bonds or (ii) has been provided for by irrevocably depositing with the Trustee or other fiduciary in escrow (A) cash sufficient to make the payments or (B) Federal Securities maturing as to principal and interest in such amounts and at such times as will ensure, without reinvestment, the availability of sufficient moneys to make those payments and which are not subject to redemption or purchase prior to maturity at the option of anyone other than the holder, and (b) all the Trustee's compensation and expenses have been paid or provided for to the Trustee's satisfaction.

The sufficiency of the deposit referenced above must be evidenced or verified by a certificate or other writing, in form and substance satisfactory to the Trustee, of a person or entity experienced in making these calculations as the City may select.

When a Bond is deemed paid as a result of a deposit as provided under (ii) above, it is no longer secured by or entitled to the benefits of this Agreement, and all rights to payment of those Bonds are limited to payment from the moneys or Federal Securities deposited. Those Bonds, however, still represent obligations of the City payable only from the special fund and may still be transferred, exchanged, registered or replaced as provided in Article VI.

Notwithstanding the foregoing, the City may make no deposit under clause (a)(ii) above until the City has furnished the Trustee an Opinion of Bond Counsel to the effect that the deposit of cash or Federal Securities will not cause the Bonds to become "arbitrage bonds" within the meaning of the Code if the interest on those Bonds is intended to be not included in gross income for federal income tax purposes. Also, if a Bond is to be prepaid prior to maturity, notice of prepayment of the Bond must be given in accordance with the applicable Supplemental Agreement for the deposit to be deemed a payment of that Bond. If the Bond, however, is not to be paid or prepaid within the next 60 days following the deposit date, the City must give the Trustee, in form satisfactory to the Trustee, irrevocable written instructions as follows:

(A) to provide notice to the Bondholders, as soon as practicable, that the City has made the deposit required by (a)(ii) above with the Trustee and that the Bond is deemed to be paid under this Article, and further stating the maturity or prepayment date upon which moneys are to be available for the payment of the principal with respect to the Bond, and

(B) to give notice of prepayment prior to the prepayment date for that Bond as provided in the applicable Supplemental Agreement.

When all Outstanding Bonds are deemed paid under this Section, the Trustee must, upon the City's request, acknowledge the discharge of the lien of this Agreement and repay any excess amounts remaining on deposit in the Funds established under this Agreement to the City.

The City agrees that no deposits must be made or accepted, and no use made of any deposit, that would cause any Bond to be treated as an "arbitrage bond" within the meaning of the Code if the interest on that Bond is intended to be not included in gross income for federal income tax purposes.

Section 9.02. Application of Trust Money. The Trustee must hold in trust money or Federal Securities deposited with it pursuant to Section 9.01 and must apply the deposited money and the money paid with respect to the Federal Securities in accordance with this Agreement only to the payment of principal, interest and any applicable redemption premium with respect to the specified Bonds.

ARTICLE X

THE TRUSTEE

Section 10.01. Rights and Duties.

(a) If an Event of Default is continuing, the Trustee must exercise its rights and powers and use the same degree of care and skill in their exercise as a prudent person would exercise or use under the circumstances in the conduct of that person's own affairs.

(b) Except during the continuation of an Event of Default:

(i) the Trustee need perform only those duties that are specifically set forth in this Agreement and no others, and no implied covenants or obligations may be read into this Agreement against the Trustee; and

(ii) in the absence of bad faith on its part, the Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed, upon certificates, opinions or other writings furnished to the Trustee and conforming to the requirements of this Agreement which the Trustee actually and in good faith believes to be genuine and to have been signed or presented by the proper person. The Trustee, however, must examine any certificate, opinion or report with due care to determine whether it conforms to the requirements of this Agreement. The Trustee is not required to review any financial statements or the substance of any Consultant's Report, and is not responsible for confirming the correctness of calculations presented in any certificate, opinion or report required under this Agreement.

(c) The Trustee is not relieved from liability for its own negligent action, its own grossly negligent failure to act or its own willful misconduct, except that:

(i) this paragraph does not limit the effect of subsection (a) above;

(ii) the Trustee will not be liable with respect to any action it takes or omits to take in good faith in accordance with a direction received by it pursuant to Section 5.06;

(iii) no provision of this Agreement requires the Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties or in the exercise of any of its rights or powers, if it has reasonable grounds for believing that repayment of the funds or adequate indemnity against the risk or liability is not reasonably assured to it; and

(iv) the Trustee will not be liable with respect to any information contained in any offering documents (except to the extent of information about the Trustee provided by the Trustee specifically for inclusion in the offering document).

(d) Every provision of this Agreement that in any way relates to the Trustee is subject to all the provisions of this Section 10.01.

(e) Not later than August 1 of each year, the Trustee will notify the LGC and the City of the principal amount of Bonds Outstanding as of the preceding June 30.

(f) The Trustee may refuse to perform any duty or exercise any right or power unless it receives indemnity satisfactory to it against any loss, liability or expense, except that the Trustee may not require indemnity as a condition to declaring the principal and interest with respect to the Bonds to be due immediately under Section 5.02. No permissive right of the Trustee should be construed as a duty.

(g) The Trustee is not liable for interest on any cash held by it except as the Trustee may agree with the City in writing.

(h) The Trustee is not liable for any action it takes or omits to take in good faith in reliance on advice from counsel as to legal matters, including but not limited to interpretation of this Agreement.

(i) If a Default is continuing and is known to the Trustee, then the Trustee must notify the Owners and the LGC within 15 days after the Default becomes known to the Trustee. The Trustee will not be deemed to have knowledge of any Default or Event of Default (other than a default in the timely payment of principal or interest on any Bond) until it has received written notice identifying the Default or Event of Default from the City, the LGC or any Holder.

(j) At all reasonable times, the Trustee and its agents have the right to inspect the System and all the City's books and records related to the System or to the Bonds. Notwithstanding anything in this Agreement to the contrary, the Trustee and its agents have the right to require additional evidence, certificates or Opinions of Counsel (as to legal matters) as the Trustee may deem appropriate to establish the City's right to the withdrawal of any funds held under this Agreement or to require the Trustee's taking of any other action under this Agreement.

(k) The Trustee will not be liable for any debts contracted or for damages to persons or to property injured or damaged, or for salaries or nonfulfillment of contracts, relating to the System.

(l) In any judicial proceeding to which the City is a party and which in the Trustee's opinion has a substantial bearing on the interests of Owners, the Trustee may intervene on the Owners' behalf, and must do so if requested in writing by the Majority Owners.

(m) The Trustee may act through agents or co-trustees.

(n) The Trustee has no duty to inspect or oversee the construction or completion of any property to be acquired, constructed or improved using Bond proceeds.

(o) The Trustee has the right to consult with counsel and is fully protected in its reliance on advice of counsel as to legal matters.

(p) The Trustee's immunities and protections from liability and its right to indemnification in connection with the performance of its duties under this Agreement extends to the Trustee's officers, directors, agents, attorneys and employees. Those immunities and protections and the right to indemnification, together with the Trustee's right to compensation, survive any Trustee's resignation or removal or the defeasance of discharge of this Agreement.

(q) The Trustee's permissive right to take actions permitted by this Agreement shall not be construed as an obligation or duty to take any action.

Section 10.02. Electronic Communication with Trustee. The Trustee may accept and act upon instructions, including funds transfer instructions ("Instructions") given pursuant to this Agreement and delivered using Electronic Means. If the City elects to give the Trustee Instructions using Electronic Means and the Trustee in its discretion elects to act upon those Instructions, the Trustee's understanding of the Instructions controls. The City must provide to the Trustee an incumbency certificate listing officers ("Authorized Officers") with the authority to provide Instructions and containing specimens of their signatures. The City must amend this incumbency certificate whenever a person is to be added or deleted from the listing.

The City understands and agrees that the Trustee cannot determine the identity of the actual sender of Instructions and that the Trustee may conclusively presume that Instructions that purport to have been sent by an Authorized Officer

have in fact been sent by that Authorized Officer. The City is responsible for ensuring that only Authorized Officers transmit Instructions to the Trustee, and the City is solely responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and authentication keys. The Trustee is not liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with Instructions, notwithstanding that an Instruction may conflict with or be inconsistent with a subsequent written instruction.

The City agrees: (a) to assume all risks arising out of the use of Electronic Means to submit Instructions to the Trustee, including without limitation the risk of the Trustee's acting on unauthorized Instructions, and the risk of interception and misuse by third parties; (b) that it is fully informed of the protections and risks associated with the various methods of transmitting Instructions to the Trustee and that there may be more secure methods of transmitting Instructions than the method(s) selected by the City; (c) that the security procedures (if any) to be followed in connection with its transmission of Instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (d) to notify the Trustee immediately upon learning of any compromise or unauthorized use of the security procedures.

In this Agreement, "Electronic Means" means electronic mail, facsimile transmission or similar methods. Voice communication and delivery of signed paper documents are not "Electronic Means."

Section 10.03. Trustee's Individual Rights. The Trustee in its individual or any other capacity may become the Owner or pledgee of Bonds and may otherwise deal with the City or its affiliates with the same rights it would have if it were not Trustee.

Section 10.04. Disclaimer. The Trustee makes no representation as to the validity or adequacy of this Agreement or the Bonds, and the Trustee is not accountable for the City's use of the proceeds of the Bonds.

Section 10.05. Eligibility. The City is responsible for maintaining a trustee for this Agreement. No corporation may be appointed or serve as Trustee unless (a) it is approved by the LGC for service as Trustee under this Agreement, (b) it is a corporation organized and doing business under the laws of the United States or any state or the District of Columbia, is authorized under such laws and the laws of the

State to exercise corporate trust powers, and is subject to supervision or examination by the United States, any state or the District of Columbia, (c) and has a combined capital and surplus of at least $100,000,000 as set forth in its most recent published annual report of condition.

Section 10.06. Resignation; Removal; Replacement. The Trustee may resign at any time by delivering notice of its resignation to the City at least 30 days prior to the effective date of the resignation. The City may remove the Trustee at any time by delivering notice of the removal to the removed Trustee at least 30 days prior to the effective date of the removal, but the City may remove the Trustee only so long as no Event of Default is continuing at the time the City sends the notice. The Majority Owners may remove the Trustee at any time by delivering notice of the removal to the City and the removed Trustee at least 30 days prior to the effective date of the removal, and may at the same time (or at any time during the 30-day notice period) appoint a new Trustee by notice to the City and the removed Trustee.

If the Trustee resigns or is removed or if a vacancy otherwise exists in the office of Trustee for any reason, the City must promptly appoint a successor Trustee (except when that right is exercised by the Majority Owners as described in the preceding paragraph).

A successor Trustee must deliver a written acceptance of its appointment to the retiring Trustee and to the City. Immediately upon receipt of the acceptance, the retiring Trustee must transfer all property held by it as trustee to the successor Trustee; only then will the resignation or removal of the retiring Trustee become effective. The successor Trustee has all the rights, powers and duties of the Trustee under this Agreement.

If the Trustee fails to meet the requirements of Section 10.04, any Owner may petition any court for the removal of the Trustee and the appointment of a successor Trustee.

If a successor Trustee does not take office within 60 days after the retiring Trustee resigns or is removed, the retiring Trustee, the City or the Majority Owners may petition any court for the appointment of a successor Trustee.

Section 10.07. Successor Trustee by Merger. If the Trustee consolidates with, merges or converts into, or transfers all or substantially all its assets (or, in the case of a bank or trust company, its corporate trust assets) to another corporation,

then the resulting, surviving or transferee corporation without any further act will be the successor Trustee.

Section 10.08. Consent to Jurisdiction. The Trustee consents to jurisdiction in the State of North Carolina and venue in Alamance County, North Carolina, for any lawsuit arising from the Trust Agreement or the Bonds, or from the related transactions contemplated by the Trust Agreement or the Bonds.

ARTICLE XI

AMENDMENTS OF AND SUPPLEMENTS TO MASTER TRUST AGREEMENT

Section 11.01. Without Owners' Consent. The City and the Trustee may amend or supplement this Agreement without notice to or consent of any Owner for any of the following purposes, or for any combination of the following purposes:

(a) to cure any ambiguity, inconsistency or formal defect or omission

(b) to grant to the Trustee for the benefit of the Owners additional rights, remedies, powers or authority

(c) to subject to this Agreement additional collateral or to add other agreements of the City

(d) to permit the qualification of this Agreement under any federal or state statute, whenever enacted, and, in that connection, to add to this Agreement or any other supplemental trust agreement any other terms, conditions and provisions as may be permitted or required by the federal or state statute

(e) to provide for the issuance of Additional Bonds as otherwise permitted by the Trust Agreement

(f) to provide for Bonds to be issued or exchanged for Bonds in any other form or format at that time permitted by law

(g) to evidence the succession of a new Trustee, or to provide for the appointment and operation of a Bond Registrar separate from the Trustee

(h) to make any other change that does not materially adversely affect the rights of any Owner

The Trustee may conclusively rely on a City Certificate to the effect that a proffered amendment or supplement is within the scope of this Section 11.01.

At least five Business Days prior to its execution and delivery of any supplemental agreement or instrument for any of the purposes described in this Section, the Trustee shall provide for a notice of the proposed agreement or instrument to be mailed first-class, postage prepaid, to the LGC and to all Owners of Bonds at the addresses shown in the register maintained pursuant to Section 6.05. The notice must briefly set forth the nature of the proposed agreement or instrument, or include a copy, and state that copies of the proposed agreement or instrument are available to all Owners of Bonds upon written request to the City or the Trustee at addresses stated in the notice. This notice, however, is not required in the case of an amendment or supplemental agreement for the purposes described in (e) above.

The City must pay the expenses of any mailing and copies required under this Section. A failure on the Trustee's part to mail the notice required by this Section will not affect the validity of any supplemental agreement.

Section 11.02. With Owners' Consent. (a) If Section 11.01 does not permit an amendment of or supplement to this Agreement without any consent of Owners, the City and the Trustee may enter into that amendment or supplement only with the consent of the Majority Owners.

(b) Without the consent of each Owner affected, however, no amendment or supplement to this Agreement may (i) extend the maturity of the principal or interest on any Bond; (ii) reduce the principal amount of, or rate of interest on, any Bond; (iii) effect a privilege or priority of any Bond or Bonds over any other Bond or Bonds; (iv) reduce the percentage of the principal amount of the Bonds required for consent to any amendment or supplement, (v) intentionally impair any exclusion of interest on the Bonds from the federal gross income of the Owner of any Bond to which that interest was intended to be entitled; (vi) change any redemption terms of those Bonds; (vii) create a lien ranking prior to or on a parity with the lien of this

Agreement on the property pledged under this Agreement (except with respect to a parity pledge for the benefit of the Owners of Additional Bonds); or (viii) deprive any Owner of the lien created by this Agreement on any property.

In addition, if moneys or Federal Securities have been deposited or set aside with the Trustee pursuant to Article IX for the payment of Bonds and those Bonds have not in fact been paid in full, the parties may make no amendment to the provisions of that Article without the consent of each Owner affected.

Section 11.03. Procedure for Amendment with Owners' Consent.

(a) If a proposed amendment requires the consent of Owners, the Trustee must establish a record date, and Owners as of that record date will be the Owners with the right to consent to the proposed amendment or supplement. This record date must be a date not later than five Business Days after the date the Trustee receives notice or direction from the City to solicit consents.

(b) The Trustee must send, by first-class mail, a copy of the proposed supplement or amendment, together with a request to the Owners for their consent thereto, to the LGC and to each Owner at its address as set forth in the register maintained pursuant to Section 6.05, but failure to send or receive copies of the supplement or amendment and request does not affect the validity of the supplement or amendment when assented to as provided in this Section. The request mailed by the Trustee must also designate a date not more than 180 nor less than 30 days following the mailing date, as designated by the City, by which consent must be returned to be effective. The City must pay the expenses of copies and mailing called for under this Section.

(c) The proposed supplement or amendment will not become effective unless there are filed with the Trustee the written consent of the Owners (as of the record date) of not less than a majority in aggregate principal amount of the Bonds Outstanding as of the established record date (exclusive of Bonds disregarded from the calculation as provided in Section 11.04) and the Trustee has mailed the notices required by Section 11.09. Each consent will be effective only if accompanied by proof of ownership of the Bonds for which the consent is given as provided in Section 11.05 and given within the time designated as provided in subsection (b) above.

Section 11.04. Bonds Excluded from Calculation. Bonds owned or held by or for the account of the City or by any person directly or indirectly controlling or controlled by, or under direct or indirect common control with, the City (except any Bonds held in any pension or retirement fund, are not deemed Outstanding for the purpose of any action or any calculation of Outstanding Bonds provided for in this Agreement. Similarly, Owners of those Bonds are not entitled to take any action provided for in this Agreement. If, however, all Outstanding Bonds are owned by the City or other Owners described in this paragraph, then none of the Outstanding Bonds are excluded from calculation under this paragraph.

The City and the Trustee intend, however, that the City's ownership or holding of Bonds will not, by itself, give rise to an extinguishment of the Bonds or of any obligation arising under this Agreement.

The Trustee may (but is not required to) provide for each Owner, before an Owner's consent is deemed effective, to certify or otherwise provide evidence to establish whether the Bonds as to which the consent is given are excluded as provided in this Section.

For purposes of this Section, the Trustee may assume that no Bonds are excluded from any calculation of Outstanding Bonds provided for in this Agreement except for Bonds (i) that are registered in the City's name or (ii) for which the Trustee has received written notice that the Bonds are owned or held by or for the account of the City or by any person directly or indirectly controlling or controlled by or under direct or indirect common control with the City.

Section 11.05. Owners' Consents. Any consent or other instrument required to be signed by Owners may be in any number of concurrent documents and may be signed by an Owner or by the Owner's agent appointed in writing. Proof of the execution of the instrument, or of the instrument appointing an agent, and of the ownership of Bonds, if made in the following manner, will be conclusive for any purposes of this Agreement regarding any action taken by the Trustee.

(a) The fact and date of a person's signing an instrument may be proved by the certificate of any officer in any jurisdiction who by law has power to take acknowledgments within that jurisdiction that the person signing the writing acknowledged before the officer the execution of the writing, or by an affidavit of any witness to the signing.

(b) The fact of ownership of Bonds, the amount or amounts, numbers and other identification of such Bonds and the date of holding will be proved by the registration books kept pursuant to this Agreement.

Section 11.06. Effect of Consents. After an amendment or supplement becomes effective, it binds every Owner. Any consent is binding upon and irrevocable by the Owner of the Bond giving the consent and on any subsequent Owner (whether or not any subsequent Owner has notice of the consent), unless the consent is revoked in writing by the Owner giving the consent, or a subsequent Owner of the same Bonds, by filing a revocation with the Trustee prior to the time when the Trustee has mailed the notice provided for in Section 11.09.

Section 11.07. Trustee's Execution of Amendments and Supplements. The Trustee must execute and deliver any amendment or supplement to the Trust Agreement or the Bonds authorized by this Article if the amendment or supplement does not adversely affect the rights, duties, liabilities or immunities of the Trustee, as the Trustee may determine in its reasonable discretion. If the amendment or supplement has such an adverse effect, the Trustee may, but need not, execute and deliver it. In determining to execute and deliver an amendment or supplement, the Trustee is entitled to receive and may rely on an Opinion of Counsel to the effect (a) that the amendment or supplement is authorized by this Agreement and (b) that upon execution it will be valid and binding upon the party or parties executing it in accordance with its terms.

Section 11.08. LGC's Consent Required. No amendment or supplement to this Agreement or the Bonds will become effective unless the LGC delivers to the City and the Trustee its prior written consent to the amendment or supplement.

Section 11.09. Notice of Amendments and Supplements. The Trustee must cause notice of the execution of any supplement or amendment to this Agreement or the Bonds to be mailed to the Owners. The notice will, at the Trustee's option, either (a) briefly state the nature of the amendment or supplement and that copies of it are on file with the Trustee for inspection by Owners, or (b) enclose a copy of the amendment or supplement. The City must pay the expenses of any mailing and copies required under this Section. Any failure on the Trustee's part to mail the notice required by this Section will not affect the validity of any supplemental agreement.

Section 11.10. Notation on or Exchange of Bonds. If an amendment or supplement changes the terms of a Bond, the Trustee may require the Owner of that Bond to deliver it to the Trustee. The Trustee may place an appropriate notation on the Bond about the changed terms and return it to the Owner. Alternatively, if the Trustee and the City so determine, the City, in exchange for the Bond, will execute, and the Trustee will authenticate and deliver, a new Bond that reflects the changed terms.

ARTICLE XII

ADDITIONAL PROVISIONS

Section 12.01. Notices.

(a) Any communication provided for in this Agreement must be in English and must be in writing. "Writing" includes facsimile transmission and electronic mail.

(b) For the purposes of this Agreement, any communication sent by facsimile transmission or electronic mail will be deemed to have been given on the date the communication is similarly acknowledged by a City Representative (in the case of the City) or other authorized representative (in the case of any other party). No such communication will be deemed given or effective without such an acknowledgment. Any electronic communication to the Trustee is subject to the provisions of Section 10.02.

(c) Any other communication under this Deed of Trust will be deemed given on the delivery date shown on a United States Postal Service certified mail receipt, or a delivery receipt (or similar evidence) from a national commercial package delivery service, if addressed as follows:

(i) if to the City, to City Manager, City of Mebane, Re: Notice under 2021 Revenue Bonds, 106 East Washington Street, Mebane, NC 27302

(ii) if to the Trustee, to U.S. Bank National Association, Attention: Global Corporate Trust, Regarding: Notice for 2021 Mebane revenue bonds, 5540 Centerview Drive, Suite 200, Raleigh, NC 27604

(iii) If to the LGC, to the North Carolina Local Government Commission, Attn: Secretary of the Commission, Re: Notice for Mebane Revenue Bonds, Longleaf Building, 3200 Atlantic Ave., Raleigh, NC 27604

Section 12.02. Binding Effect; Limitation of Rights. This Agreement is binding upon, inures to the benefit of, and is enforceable by the parties and their respective successors and assigns. Nothing expressed or implied in this Agreement gives any person other than the Trustee, the City, the LGC and the Owners any right, remedy or claim under or with respect to this Agreement.

Section 12.03. Severability. If any provision of this Agreement is determined to be unenforceable, that does not affect any other provision of this Agreement.

Section 12.04. Non-Business Days. When any action is provided in this Agreement to be done on a day or within a time period named, and the day or the last day of the period is not a Business Day, the action may be done on the next ensuing Business Day.

Section 12.05. Governing Law; Forum. The parties intend that North Carolina law will govern this Agreement and all matters of its interpretation. To the extent permitted by law, the parties agree that any action brought with respect to this Agreement must be brought in the North Carolina General Court of Justice in Alamance County, North Carolina.

Section 12.06. Limited Liability of Officers and Agents. No officer, agent or employee of the City, the Trustee or the LGC is subject to any personal liability or accountability by reason of that person's execution of this Agreement or any other documents related to the transactions contemplated by this Agreement. These officers or agents are deemed to execute documents in their official capacities only, and not in their individual capacities. This Section does not relieve any person from the performance of any official duty provided by law or this Agreement.

Section 12.07. Counterparts. This Agreement may be signed in several counterparts, including separate counterparts. Each will be an original, but all of them together constitute the same instrument.

Section 12.08. Definitions; Rules of Interpretation. Capitalized terms used in this Agreement and not otherwise defined have the meanings set forth in Exhibit A. This Agreement will be interpreted in accordance with the rules of interpretation set forth in Exhibit A.

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

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered in their corporate names by their duly authorized representatives, all as of September 1, 2021.

ATTEST: **(SEAL)**

City of Mebane, North Carolina

_____ By: _____

Stephanie W. Shaw
City Clerk

Chris Rollins
City Manager

U.S. Bank National Association, as Trustee

By: _____

Shawna Hale, Vice President

[Master Trust Agreement dated as of September 1, 2021]

EXHIBIT A -- Definitions; Rules of Interpretation

Definitions. For all purposes of this Agreement, unless the context requires otherwise, the following terms have the following meanings.

"2021 Bonds" means the $_____ original aggregate principal amount Combined Utilities Revenue Bonds, Series 2021, issued pursuant to this Agreement and the First Supplemental Trust Agreement dated as of September 1, 2021, between the City and the Trustee.

"2021 Project" has the meaning assigned in the First Supplemental.

"2021 Term Bonds" means the 2021 Bonds that mature in the years _____ and that are subject to mandatory redemption as provided in Section _____ of the First Supplemental.

"Accreted Amount" means with respect to Capital Appreciation Bonds of any Series, the amount set forth in the related Supplemental Agreement as the amount representing the initial public offering price plus the accumulated and compounded interest on those Capital Appreciation Bonds.

"Act" means The State and Local Government Revenue Bond Act, that being Article 5 of Chapter 159 of the North Carolina General Statutes.

"Additional Bonds" means any Bonds delivered pursuant to Section 1.03.

"Additional Derivative Agreement Payments" means payments required to be paid by the City under a Derivative Agreement other than Derivative Agreement Scheduled Payments, including termination payments required to be paid in connection with the termination of a Derivative Agreement, whether voluntarily or upon the occurrence of an event of default, termination event or similar event thereunder.

"Additional Project" means any addition, acquisition, improvement, betterment or extension of or relating to the System. The term "Additional Project" does not include any Special Purpose Facilities unless the indebtedness incurred to finance the Special Purpose Facilities has been retired or provision has been made

for its payment and the City has determined (as evidenced by a City Certificate) to include those Special Purpose Facilities as an Additional Project.

"Agreement" or "Master Agreement" means this Master Trust Agreement, as it may be amended or supplemented from time to time.

"Annual Budget" means the City's budget for a Fiscal Year adopted pursuant to the provisions of the Local Government Budget and Fiscal Control Act, that being Article 3 of Chapter 159 of the North Carolina General Statutes.

"Appropriate Consultant" means one or more persons having a favorable reputation for skill and experience in an appropriate area of expertise as the City may select from time to time to perform and to carry out the duties imposed on an Appropriate Consultant by this Agreement. A selected consultant may be a City employee or contractor.

"Balloon Long-Term Indebtedness" means fixed or variable rate Long-Term Indebtedness 25% or more of the principal payments of which are due in a single twelve-month period if that portion of the principal is not required by the documents pursuant to which that Indebtedness is incurred to be amortized by redemption or prepayment prior to the expiration of such period.

"Bond" or "Bonds" means (a) the 2021 Bonds and (b) any Additional Bonds secured on a parity with each other and any Parity Debt by this Trust Agreement.

"Bond Counsel" means an attorney or firm of attorneys nationally recognized on the subject of local government obligations as the City may select from time to time.

"Bond Fund" means the fund created and designated the Mebane System Bond Fund by Section 2.01.

"Bond Insurance Policy" means a municipal bond insurance policy or similar arrangement permitted by the Act and obtained or established in connection with the incurrence of any Parity Indebtedness or Subordinate Indebtedness.

"Bond Registrar" means, with respect to any Series of Bonds, the Bond Registrar appointed by the City and at the time serving under the related

Supplemental Agreement, whether the original or a successor Bond Registrar, and in the absence of a contrary designation means the Trustee.

"Business Day" means any day (a) other than a day on which banks in New York, New York, or the city to which notices to the Trustee are to be sent, are required or authorized to close, and (b) on which the New York Stock Exchange is not closed.

“Capital Appreciation Bonds” means Bonds (by whatever name designated) the interest on which is compounded at the rates and on the dates set forth in a Supplemental Agreement and is payable only upon redemption or on the maturity date of such Bonds. A “Current Interest Bond” is any Bond that is not a Capital Appreciation Bond.

“Capitalized Interest Account” means the account in the Bond Fund created and so designated by Section 2.01.

“City” means the City of Mebane, North Carolina, or its successors.

"City Council" means the City's governing board as from time to time constituted.

“City Certificate” means any written document (in whatever form, however designated) executed and delivered by a City Representative.

"City Representative" means the City Manager, the City’s statutory finance officer or any other person or persons at the time designated, by a written certificate furnished to the Trustee and signed on the City's behalf by the City Manager or the City’s Mayor (or successor officer) to act on the City's behalf for the purpose of performing any act (or any specified act) under this Agreement.

"Closing Date" means the date on which this Agreement is first executed and delivered by the parties and the 2021 Bonds are delivered to their initial purchaser, which the parties expect to be on or about September 23, 2021.

"Code" means the Internal Revenue Code of 1986, as amended, including regulations, rulings and revenue procedures promulgated thereunder or under the Internal Revenue Code of 1954, as amended, as applicable to the Bonds.

"Completion Indebtedness" means any Long-Term Indebtedness incurred to finance the completion of (a) the 2021 Project or (b) any Additional Project for which Long-Term Indebtedness has theretofore been incurred, to the extent necessary to complete the 2021 Project or that Additional Project, in substantially the manner contemplated at the time that the related Long-Term Indebtedness was originally incurred, as determined by a City Certificate.

"Consultant's Report" means any written report, certificate, opinion or similar determination, without regard to its designation, made by an Appropriate Consultant.

"Credit Facility" means a line of credit, letter of credit, standby bond purchase agreement or similar liquidity or credit facility permitted by the Act (but not including a Bond Insurance Policy) and established or obtained in connection with the incurrence of any Parity Indebtedness or Subordinate Indebtedness.

"Credit Provider" means the Person providing a Credit Facility, as designated in the Supplemental Agreement providing for the issuance of the related Bonds or in the Parity Debt Resolution providing for the incurrence of Parity Debt or in the Subordinate Indebtedness Resolution providing for the incurrence of Subordinate Indebtedness; provided, however, that the Credit Provider may not be the Trustee unless an arrangement satisfactory to the LGC has been established designating a co-trustee or separate trustee for the purpose of drawing on the Credit Facility. To the extent permitted by law, the City may be a Credit Provider for the sole purpose of providing liquidity support if the LGC approves.

"Current Expenses" means the City's current expenses for the System's operation, maintenance and repair as determined in accordance with generally accepted accounting principles, except as modified by this definition. "Current Expenses" include

- all ordinary and usual expenses of operation, maintenance and repair, which may include expenses not annually recurring

- direct and allocable indirect administrative expenses

- salaries and other compensation

- operating lease payments

- payments to any pension or retirement plan or plans properly chargeable to the System

- insurance premiums and expenses

- engineering and architectural expenses relating to the System's operation, maintenance or repair

- fees and expenses of the Trustee, any Bond Registrar, Depositary, tender agent or paying agent, legal fees and expenses, Credit Facility fees, remarketing fees and fees of Appropriate Consultants

- penalty fees and fees or interest on late payments

- any other similar-type current expenses required to be paid by the City under this Trust Agreement or by law.

But "Current Expenses" does not include

- any reserves for extraordinary replacements or repairs

- any allowance for depreciation or any amortization of financing expense

- any deposits to any fund, account and subaccount created under this Trust Agreement and payments of principal, premium, if any, and interest from those funds, accounts and subaccounts

- any debt service payments or reserves or deposits for debt service payments in respect of Parity Debt, Subordinate Indebtedness, Installment Debt or System G.O. Debt

"Default" means any event or occurrence which, with the passage of time or giving of notice, or both, would become an Event of Default.

"Depositary" means one or more banks or trust companies or other institutions, including the Trustee, authorized by law to engage in the banking

business and designated by the City from time to time as a depositary of moneys under this Trust Agreement.

"Derivative Agreement" means an interest rate swap, cap, collar, floor, forward, option, put, call or other agreement, arrangement or security however denominated, entered into to hedge interest rate fluctuations on all or a portion of any Indebtedness or to provide debt management by changing payments to be made by the City with respect to all or a portion of any Indebtedness.

"Derivative Agreement Scheduled Payments" means scheduled payments required to be paid by the City under a Derivative Agreement that are based upon a fixed or variable imputed rate on a notional amount set forth in the Derivative Agreement and which are intended by the City to correspond to interest payments on the underlying Derivative Indebtedness.

"Derivative Indebtedness" means the portion of any Indebtedness meeting the requirements set forth in clauses (i) and (ii) below:

(i) the City has entered into a Derivative Agreement in respect of all or a portion of the Indebtedness, and

(ii) (A) if that Indebtedness bears interest at a variable rate, the Derivative Agreement provides that during the Derivative Period, the City shall pay to the provider of the Derivative Agreement a fixed rate and the provider of the Derivative Agreement shall pay to the City a variable rate on a notional amount equal to all or a portion of the Outstanding principal amount of such Indebtedness, or (B) if that Indebtedness bears interest at a fixed rate, the Derivative Agreement provides that during the Derivative Period, the City shall pay to the provider of the Derivative Agreement a variable rate and the provider of the Derivative Agreement shall pay to the City a fixed rate on a notional amount equal to all or a portion of the Outstanding principal amount of such Indebtedness.

"Derivative Period" means the period during which a Derivative Agreement is in effect.

"DTC" means The Depository Trust Company, New York, New York, or its successors as the securities depository maintaining a book-entry system for recording beneficial ownership interests in the Bonds.

"Eminent Domain" means the eminent domain or condemnation power by which all or any part of the System may be taken for another public use or any agreement that is reached in lieu of proceedings to exercise such power.

"Enterprise" means any project, facilities or system constituting a "revenue bond project" under the Act.

"Event of Default" has the meaning set forth in Section 5.01.

"Federal Securities" means, to the extent they are Legal Investments, (a) direct obligations of the United States of America for which its full faith and credit are pledged, or (b) securities or obligations evidencing direct ownership interests in specified portions (principal or interest) of obligations described in (a), and expressly includes (i) obligations stripped by the United States Treasury itself and (ii) interest-only portions of obligations issued by the Resolution Funding Corporation.

"First Supplemental" means the First Supplemental Trust Agreement dated as of September 1, 2021, between the City and the Trustee.

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

"General Fund" means the existing general fund of the City or any successor to its function.

"General Statutes" means the General Statutes of North Carolina, as amended.

"Holders" means the beneficial owners of all Indebtedness other than Bonds, except that for any Indebtedness held in a registered form, "Holders" means the registered owners of that Indebtedness.

"Income Available for Debt Service" means, for any period, the City's excess of Revenues over Current Expenses. Unless otherwise specified, any amount of Income Available for Debt Service must be determined is to be determined by reference to the Most Recent Audit.

“Indebtedness” means all obligations incurred or assumed by the City in connection with the ownership or operation of the System:

(a) for payments of principal and interest with respect to borrowed money, including any obligation to repay a Credit Provider for moneys drawn to pay and retire or purchase Indebtedness; and

(b) for payments under leases which are required to be capitalized in accordance with generally accepted corporate accounting principles and under installment or lease purchase or conditional sale contracts;

provided, however, that (i) Indebtedness includes only obligations that are secured by a pledge of Net Receipts, (ii) any obligation to pay a Credit Provider for moneys drawn to purchase, but not pay and retire, Indebtedness constitutes Indebtedness only to the extent those payments are in excess of any scheduled payments of principal and interest required to be made to the Credit Provider as an Owner or Holder of such Indebtedness, and (iii) Indebtedness does not include System G.O. Debt.

"Independent Counsel" means an attorney duly admitted to the practice of law in the State that the City may select from time to time.

“Installment Debt” means any obligation to repay borrowed money in the form of a capitalized lease, lease-purchase arrangement, installment financing arrangement under 160A-20 of the General Statutes, or similar arrangement, however denominated.

“Interest Account” means the account in the Bond Fund created and so designated by Section 2.01.

“Interest Payment Date” means, with respect to any Series of Bonds, each of the interest payment dates provided for in the Supplemental Agreement relating to that Series.

“Last Audited Year” means the most recent City Fiscal Year for which the City’s audited financial statements are available.

"Legal Investments" means all investments as are legal investments for the City's funds, as determined at the time of investment, and “Investment Obligations”

means the securities purchased as Legal Investments and held under the Trust Agreement.

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

"Long-Term Debt Service Requirement" means, for any period of twelve consecutive calendar months for which the determination is made, the aggregate of the required deposits to be made in respect of Principal and interest (whether or not separately stated) on Outstanding Long-Term Indebtedness during that period, also considering the following:

(a) With respect to Balloon Long-Term Indebtedness, the amount of principal which would be payable in the period if that principal were amortized from the date of incurrence over a period of 30 years (or the actual number of years over which the Balloon Long-Term Indebtedness is being amortized, if less than 30 years) on a level debt service basis at an interest rate equal to the current market rate for an obligation with that assumed amortization as set forth in a City Certificate; provided, however, that if the date of calculation is within twelve calendar months of the actual final maturity date of that Indebtedness, the full amount of principal payable at maturity must be included in such calculation, unless a commitment acceptable to the City and the LGC by an institutional lender or municipal underwriting firm exists (which commitment may contain typical and customary conditions) to provide financing to refinance such Indebtedness and such commitment provides for the refinancing of the Indebtedness on terms which would, if such commitment was implemented, constitute Long-Term Indebtedness, then the payment terms in the commitment will be used for purposes of calculating the Long-Term Debt Service Requirement for that Balloon Long-Term Indebtedness.

(b) With respect to Long-Term Indebtedness which is Variable Rate Indebtedness, the interest on that Indebtedness will be calculated at the rate equal to the average of the actual interest rates which were in effect (weighted according to the length of the period during which each such interest rate was in effect) for the most recent twelve-month period immediately preceding the date of calculation for which such information is available (or shorter period if such information is not available for a twelve-month period), as stated in a City Certificate. For new Variable Rate Indebtedness proposed to be incurred, the interest rate will be the lower of (i) the rate stated in a City Certificate as the average of the actual interest rates which would have been in effect (weighted according to the length of the period during

which each interest rate was in effect) on the Variable Rate Indebtedness for the most recent twelve-month period immediately preceding the calculation date for which such information is available (or shorter period if information is not available for a twelve-month period) and (ii) the initial rate to be borne by the Variable Rate Indebtedness, and thereafter will be calculated as set forth above.

(c) With respect to any Credit Facility, (i) to the extent that the Credit Facility has not been used or drawn upon, the principal and interest relating to that Credit Facility will not be included in the Long-Term Debt Service Requirement and (ii) to the extent that the City has reimbursed a Credit Provider for a drawing on a Credit Facility to pay principal or interest on Indebtedness that is already included in the Long-Term Debt Service Requirement, only the portion of the reimbursement payment that is in excess of the payment of principal and interest paid from the drawing will be included in the Long-Term Debt Service Requirement.

(d) With respect to Derivative Indebtedness, during any Derivative Period and for so long as the provider of the Derivative Agreement has not defaulted on its payment obligations under the Derivative Agreement, the amount of interest payable on the Derivative Indebtedness shall be calculated as follows:

(1) if the Derivative Indebtedness bears interest at a variable rate, by adding (x) the amount of interest payable by the City on that Derivative Indebtedness at the variable rate (calculated as provided in subparagraph (b) above) plus (y) the amount of interest payable by the City under the Derivative Agreement at the Synthetic Fixed Rate, but subtracting (z) the amount of interest payable by the Derivative Agreement provider at the variable rate specified in the Derivative Agreement (calculated as provided in subparagraph (b) above); and

(2) if the Derivative Indebtedness bears interest at a fixed rate, by adding (x) the amount of interest payable by the City on the Derivative Indebtedness at the fixed rate plus (y) the amount of interest payable by the City under the Derivative Agreement at the Synthetic Variable Rate (calculated as provided in subparagraph (b) above) but subtracting (z) the amount of interest payable by the Derivative Agreement provider at the fixed rate specified in the Derivative Agreement.

In all cases, accrued and capitalized interest is excluded from the determination of Long-Term Debt Service Requirement to the extent the same is provided from the

proceeds of the Long-Term Indebtedness or otherwise provided so as to be available for deposit into an account for capitalized interest or similar account not later than the date of delivery of and payment for that Long-Term Indebtedness. Also in all cases, the aggregate of the payments to be made with respect to principal and interest on Outstanding Long-Term Indebtedness does not include principal or interest payable from Qualified Escrow Funds.

"Long-Term Indebtedness" means all Indebtedness for any of the following:

(a) money borrowed for an original term, or renewable at the City's option for a period from the date originally incurred, of longer than one year; and

(b) Installment Debt having an original term, or renewable at the City's option for a period from the date originally incurred, of longer than one year; and

(c) arrangements described in (a) or (b) above but with a term of less than one year, if a Credit Facility exists to provide financing to retire that Indebtedness and the Credit Facility provides for the repayment of principal on terms which would, if such commitment were implemented, constitute Long-Term Indebtedness.

Long-Term Indebtedness only includes the obligations described in (a), (b) or (c), however, to the extent that those obligations are within the definition of Indebtedness.

"Majority Owners" means, as of any date, the Owners of at least a majority in principal amount of the Bonds then Outstanding.

"Maximum Long-Term Debt Service Requirement" means the highest Long-Term Debt Service Requirement for the present and any succeeding Fiscal Year.

"Most Recent Audit" means the audited financial statements prepared in accordance with the requirements of Section 4.05 that relate to the most recent City Fiscal Year covered by such an audit.

"Net Proceeds" means (a) the gross proceeds paid to the City as a final award for the taking by Eminent Domain of any part of the System, along with (b) the gross proceeds paid to the City as a result of any casualty insurance policy with respect to the System or as a result of any liability insurance policy, but in either case reduced by the sum of all amounts expended by the City or the Trustee (i) to collect those

gross proceeds or (ii) to remedy the event giving rise to the proceeds, all of which amounts will be paid or reimbursed from the gross proceeds.

"Net Proceeds Fund" means the fund created and designated the Mebane System Net Proceeds Fund by Section 2.01.

"Net Receipts" for any period means the excess, if any, of Receipts after the payment of Current Expenses for that period.

"Opinion of Counsel" or "Opinion of Bond Counsel" means a written opinion of Independent Counsel or Bond Counsel, as appropriate.

"Outstanding" when used with reference to Bonds means, as of a particular date, all Bonds theretofore authenticated and delivered under the Trust Agreement, except:

(a) Bonds theretofore canceled by the Bond Registrar or delivered to the Bond Registrar for cancellation;

(b) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered under the Trust Agreement;

(c) Bonds deemed to have been paid in accordance with Article IX; and

(d) Bonds constituting Put Indebtedness deemed to have been purchased in accordance with the provisions of the applicable Supplemental Agreement in lieu of which other Bonds have been delivered under such Supplemental Agreement.

When used with reference to Parity Debt, "Outstanding" means, as of a particular date, all Parity Debt except:

(a) Parity Debt theretofore canceled by the City;

(b) Parity Debt for the payment or redemption of which money, Federal Securities, or a combination of both, in an amount sufficient to pay on the date when the Parity Debt is to be paid or redeemed the principal amount of or Redemption Price of, and the interest accruing to such date on, the Parity Debt to be paid or redeemed, has been deposited with an escrow agent in trust for the Holders of such Parity Debt; Federal Securities shall be deemed to be sufficient to pay or redeem

Parity Debt on a specified date if the principal and the interest on such Federal Securities, when due, together with any money left uninvested, will be sufficient to pay on such date the principal amount of or Redemption Price of, and the interest accruing on, such Parity Debt to such date;

(c) Parity Debt in exchange for or in lieu of which other Parity Debt has been delivered under the documentation securing such Parity Debt;

(d) Parity Debt deemed to have been paid in accordance with the defeasance or like provisions of the Parity Debt Resolution providing for the issuance of the Parity Debt; and

(e) Parity Debt constituting Put Indebtedness deemed to have been purchased in accordance with the provisions of the applicable Parity Debt Resolution in lieu of which other Parity Debt has been incurred under the Parity Debt Resolution.

"Owner," when used with reference to Bonds, or "Bondholder," means the person in whose name a Bond is registered on the registration books maintained by the Trustee.

"Parity Debt" means all Indebtedness incurred by the City in respect of the System and not evidenced by Bonds which is secured on a parity (as so designated in the Parity Debt Resolution) with the Bonds by a pledge, charge and lien upon the Net Receipts as provided in this Trust Agreement.

"Parity Debt Resolution" means the resolution and any other documentation adopted or executed and delivered by the City providing for the incurrence of Parity Debt. If Parity Indebtedness is to be the subject of a Credit Facility providing for repayments for draws under the Credit Facility on a parity basis, then the term "Parity Debt Resolution" includes any reimbursement agreement or similar repayment agreement executed and delivered by the City in connection with the provision of a Credit Facility for any Series of Bonds or any Parity Debt.

"Parity Indebtedness" means all Bonds and Parity Debt.

"Parity Reserve Account" means the account in the Bond Fund created and so designated by Section 2.01.

"Parity Reserve Account Requirement" means the greatest reasonably required reserve or replacement fund within the limits provided for under Treas. Regs. Section 1.148-2(f), unless the applicable Parity Resolution specifies a lower amount.

"Parity Resolution" means a Supplemental Agreement or a Parity Debt Resolution, or both, as the case may be, authorizing the issuance of a Series of Bonds or the incurrence of Parity Debt.

"Payment Date" means the dates specified for principal and interest payments with respect to any Bonds or Parity Debt.

"Payment Fund" means the City of Mebane 2021 Bond Payment Fund established in Section 2.01.

"Permitted Encumbrances" means in addition to any charge created or permitted by this Trust Agreement upon the System or any part thereof or on the Net Receipts:

(a) liens for taxes or other governmental charges or levies not delinquent or that are being contested in good faith by the City;

(b) (i) covenants, easements, encumbrances, defects of title, reservations, restrictions and conditions existing on the Closing Date, and (ii) defects, irregularities, encumbrances, easements, including easements for roads and public utilities and similar easements, rights of way, mineral conveyances, mineral reservations, and clouds on title, in any case which does not materially impair the use of the affected property for its intended purposes;

(c) mechanics', workers', repairmen's, architects', engineers', surveyors', or carriers' liens or other similar liens provided that the City is undertaking in good faith and with due diligence to discharge or challenge any lien of this kind;

(d) other liens, charges and encumbrances that, as evidenced by a Consultant's Report filed with the Trustee, do not prevent or materially impair the use of the System; and

(e) encumbrances on property, plant and equipment comprising a part of the System to the extent permitted by Section 3.07.

"Person" includes corporations, firms, associations, partnerships, joint ventures, joint stock companies, trusts, unincorporated organizations, and public bodies, as well as natural persons.

"Principal" means (a) with respect to any Capital Appreciation Bond, the Accreted Amount thereof (the difference between the stated amount to be paid at maturity and the Accreted Amount being deemed unearned interest) except as used in connection with the authorization and issuance of Bonds and with the order of priority of payments of Bonds after an Event of Default, in which case "Principal" means the initial public offering price of a Capital Appreciation Bond and the difference between the Accreted Amount and the initial public offering price shall be deemed to be interest and (b) with respect to any Current Interest Bond, the principal amount of such Bond payable at maturity or in satisfaction of a Sinking Fund Requirement, if applicable.

"Principal Account" means the account in the Bond Fund created and so designated by Section 2.01.

"Principal Payment Date" means any Payment Date on which the City is obligated to pay Principal.

"Project Costs" means all costs of the design, planning, constructing, acquiring, installing, equipping and improving any improvements to the System, all as determined in accordance with generally accepted accounting principles and that will not adversely affect the exclusion from gross income for federal income tax purposes of interest on Bonds to which it is intended that interest will be entitled. "Project Costs" include (a) sums required to reimburse the City or its agents for advances made for any costs otherwise described in this definition, (b) interest during the period of acquisition and construction of Improvements and for up to six months thereafter, and (c) all costs related to the financing of improvements, the issuance of Bonds and all related transactions.

"Put Indebtedness" means fixed or variable rate Long-Term Indebtedness 25% or more of the principal of which may, at the option of the Owner or Holder thereof, be tendered to the City, the Trustee, a Depositary or a paying agent or other fiduciary, or an agent of any of the foregoing, for payment or purchase at one time.

"Qualified Escrow Funds" means amounts deposited in a segregated escrow fund or other similar fund or account in connection with the issuance of Long-Term Indebtedness which fund or account is required by the documents establishing that fund or account to be applied toward the City's payment obligations with respect to principal or interest on (a) the Long-Term Indebtedness which is incurred under the documents establishing such fund or account or (b) Long-Term Indebtedness which is incurred prior to the establishment of such fund or account.

"Rate Covenant" means the covenant provided for in Section 4.03(a).

"Rates" means all rates, fees, rentals and charges for the use of and for services furnished or to be furnished by the System as are now or as may be later permitted by law and imposed by the City, however denominated.

"Rating Agency" means any nationally-recognized Person in the business of expressing an opinion on the creditworthiness of municipal obligations that at the time of evaluation is maintaining a rating on Bonds at the City's request.

"Receipts" means all receipts, revenues, income, proceeds and money received in any period by or for the City in respect of the System, including the following:

(a) all payments, proceeds, fees, charges, rents, including, without limiting the generality of the foregoing, tap, connection, sampling and monitoring fees, and all other income derived by or for the City for the use of and for the services and facilities furnished by or from the operation or ownership of the System, and all other income derived by the City from the operation or ownership of the System, and all proceeds of any rights to receive the same

(b) any System Development Fees and special assessments (unless and to the extent a City Certificate states that any particular Fees or assessments are not to be included as Receipts or Revenues)

(c) any proceeds of use and occupancy or business interruption insurance

(d) the proceeds of any appropriation or similar payment to the City made by any municipal corporation, political subdivision of the State, the State or any State agency, including (but not limited to) appropriations or similar payments to subsidize, in whole or in part, the debt service payment requirements on

Indebtedness, but only if (i) the proceeds or payments constitute "revenues" of the System, as determined in accordance with generally accepted accounting principles or (ii) a City Certificate states that the payments are to be "Receipts" and "Revenues" under this Trust Agreement

But "Receipts" does not include the following:

(1) the proceeds of any gifts, grants, bequests, contributions or donations

(2) the proceeds from the sale or disposition of all or any part of the System

(3) reimbursements received by the City of advances made by it in respect of (A) the 2021 Project, (B) any Additional Project, (C) any refinancing of Indebtedness or (D) any capital improvements

(4) the investment income realized on, and the income and gains realized upon the maturity or sale of, securities held by or on behalf of the City in any funds, accounts and subaccounts established by or pursuant to this Trust Agreement, to the extent that income and those gains as so realized are required to be deposited to some fund, account or subaccount other than the Revenue Fund as may be provided in this Trust Agreement or in any Parity Resolution

(5) debt service or other payments made to the City in respect of Special Purpose Facilities, to the extent and for so long as such payments are pledged to secure the financing of those facilities, unless stated otherwise in a City Certificate

(6) Net Proceeds other than the net proceeds of any use and occupancy or business interruption insurance

(7) the income from the investment of Qualified Escrow Funds to the extent that income is applied to the payment of the principal of or the interest on Long-Term Indebtedness which is excluded from the determination of the Long-Term Debt Service Requirement

(8) the proceeds of any security deposits or moneys received to make refunds to users

(9) the proceeds of any Indebtedness

"Record Date" means the end of the calendar day on the 15th day of the month (whether or not a Business Day) preceding a Payment Date.

"Redemption Account" means the account in the Bond Fund created and so designated by Section 2.01.

"Redemption Price" means, with respect to any Indebtedness or portion thereof, the principal amount of such Indebtedness or portion called for redemption plus the applicable premium, if any, payable upon redemption thereof.

"Reserve Alternative Instrument" means an unconditional insurance policy or surety bond or irrevocable letter of credit or guaranty deposited in the Parity Reserve Account or a Special Reserve Account in lieu of or in partial substitution for the deposit of cash and Investment Obligations in satisfaction of the Parity Reserve Account Requirement or a Special Reserve Account Requirement.

"Revenue Fund" means the fund created and designated the Mebane System Revenue Fund by Section 2.01.

"Revenues" means revenues of the System, as determined in accordance with generally accepted accounting principles, but with the same modifications to that definition as are provided for in the definition of "Receipts."

"Serial Bonds" means the Bonds of any Series that are stated to mature in consecutive annual installments.

"Series," when used with respect to Bonds, means all Bonds designated as being of the same series.

"Short-Term Indebtedness" means all Indebtedness incurred for borrowed money that is not Long-Term Indebtedness.

"Sinking Fund Account" means the account in the Bond Fund created and so designated by the provisions of Section 2.01.

"Sinking Fund Requirement" means, with respect to any Series of Bonds, the Sinking Fund Requirement provided in the related Supplemental Agreement.

"Special Purpose Facilities" means any System improvements that are financed by the issuance of obligations which are issued in compliance with the provisions of Section 3.08 but are not, directly or indirectly, secured by or payable from Receipts or Net Receipts or issued under or secured by the provisions of this Trust Agreement, nor is the operation and maintenance of such Special Purpose Facilities payable as a Current Expense.

"Special Reserve Account" means a special debt service reserve account, if any, created by a Parity Resolution as a debt service reserve account only for the particular Parity Indebtedness authorized thereby.

"Special Reserve Account Requirement" means the amount required to be placed or maintained in a Special Reserve Account as may be required by the Parity Resolution creating that Account. The Special Reserve Account Requirement may be composed of cash, Investment Obligations or Reserve Alternative Instruments or any combination of the foregoing, as the City may determine.

"State" means the State of North Carolina.

"State Program Loans" means obligations incurred by the City through (a) the program established by the Education, Clean Water, and Parks Bond Act of 1993, Chapter 542 of the 1993 Session Laws, as amended, providing for loans to local governments for water and wastewater projects, (b) the program established by the State's Clean Water Revolving Loan and Grant Act providing for loans to local governments for water and wastewater capital projects, or (c) any similar program established or sponsored by the State to provide subsidized financing to local governments for water and sewer projects.

"Subordinate Indebtedness" means all Indebtedness incurred by the City in respect of the System which may be made payable from Net Receipts but only after the payments required by Section 2.04(a), (b), (c) have been made. Subordinate Indebtedness shall not include any obligations issued in compliance with the provisions of Section 3.08 to finance Special Purpose Facilities. **ALSO INCLUDES PAYMENT OBLIGATIONS TO GRAHAM AND ANYTHING ELSE OUTSTANDING AT TIME OF OUR ISSUANCE THAT WE'RE NOT REFUNDING**

"Subordinate Indebtedness Resolution" means the resolution and any other documentation adopted or executed by the City providing for the incurrence of Subordinate Indebtedness. If the Subordinate Indebtedness is to be the subject of a

Credit Facility, the Credit Facility must provide for repayments on a subordinated basis and the term Subordinate Indebtedness Resolution shall include any reimbursement agreement or similar repayment agreement executed and delivered by the City in connection with the provision of a Credit Facility for any Subordinate Indebtedness.

"Supplemental Agreement" means an order or resolution of the City authorizing any particular Series of Bonds, together with a supplemental trust agreement executed and delivered by the City in connection with the issuance of that Series of Bonds that is required to be executed and delivered by this Trust Agreement prior to the issuance of any such Series. The term "Supplemental Agreement" includes the First Supplemental Trust Agreement pursuant to which the 2021 Bonds are issued.

"System" means all the City's plants, systems, facilities, equipment or other assets, including both real and personal property, used or useful (a) in the collection, treatment, purification, transmission or disposal of wastewater or (b) in the collection, supply, storage, treatment and distribution of water. "System" also includes the assets of any other Enterprise that may be added thereto by resolution of the City in accordance with Section 4.16 but does not include the assets of any Enterprise that is removed from the System in accordance with Section 4.17.

"System Development Fees" means any fee or charge imposed by the City under the authority of N.C. Gen. Stat. Section 162A-200 et seq. (codifying Session Law 2017-138), or any successor provision, however denominated.

"System Fund Balance" means the Utility System Enterprise Fund Unrestricted Net Position as shown in the City's Most Recent Audit, or any reported position or balance of substantially the same import if the name of the reported position for accounting purposes changes.

"System G.O. Debt" means general obligation indebtedness incurred by the City to finance all or any part of the System or to refinance indebtedness incurred to finance all or any part of the System, whether outstanding on the Closing Date or issued later.

"Term Bonds" means the Bonds of any Series, other than Serial Bonds, that are designated as such in the Supplemental Agreement for such Series, including the 2021 Term Bonds.

"Trust Agreement" means this Agreement together with all Supplemental Agreements.

"Trustee" means the bank or trust company from time to time serving as trustee under the Trust Agreement, whether the original or a successor Trustee.

"Variable Rate Indebtedness" means any portion of Indebtedness the interest rate on which is not established at the time of incurrence at a fixed or constant rate.

Rules of Interpretation. Unless the context otherwise requires,

(a) an accounting term not otherwise defined has the meaning assigned to it in accordance with generally accepted accounting principles, and any accounting term should be understood to include any successor term or other new term with a substantially equivalent function;

(b) unless otherwise indicated, references to Articles, Sections and Exhibits are to the Articles, Sections and Exhibits of this Agreement;

(c) words importing the singular will include the plural and vice versa and words importing the masculine gender will include the feminine and neuter genders as well;

(d) the headings on sections and articles are solely for convenience of reference. They do not constitute a part of this Agreement nor should they affect its meanings, construction or effect.

(e) Words importing the redemption or calling for redemption of Bonds should not be deemed to refer to or connote the payment of Bonds at their stated maturity.

(f) Reference to any statute or regulation should be understood to include any successor provision.

(g) All references to the payment of Bonds are references to payment of principal of and premium, if any, and interest with respect to the Bonds; and

(h) The use of the term "including" should in all cases be understood to mean "including, without limitation."

First Supplemental Trust Agreement

dated as of September 1, 2021

by and between the

City of Mebane, North Carolina

and

U.S. Bank National Association, as Trustee

Relating to the issuance of

[$14,000,000]
Combined Utilities Revenue Bonds
Series 2021A and 2021B

THIS FIRST SUPPLEMENTAL TRUST AGREEMENT (this "Supplemental Agreement") is dated as of September 1, 2021, is between the **CITY OF MEBANE, NORTH CAROLINA,** a North Carolina municipal corporation (the "City"), and **U.S. BANK NATIONAL ASSOCIATION,** a national banking association having an office in Raleigh, North Carolina, as trustee (the "Trustee"), and relates to the City's issuance of its [$14,000,000] (aggregate principal amount) Combined Utilities Revenue Bonds, Series 2021A and 2021B (the "2021 Bonds").

Introduction

The City and the Trustee have executed and delivered a Master Trust Agreement dated as of September 1, 2021 (the "Master Agreement"). The Master Agreement provides for the issuance of the City's revenue bonds from time to time to finance improvements to the City's public water and sewer utility enterprise system, and provides that the parties will enter into a supplemental agreement for each issue of revenue bonds.

The City has now determined to issue [$14,000,000] in its revenue bonds to finance the "2021 Project," as defined in Exhibit A. This Supplemental Agreement provides for the issuance of those revenue bonds.

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

In consideration of the mutual promises in this Supplemental Agreement, the parties agree as follows:

ARTICLE I

THE 2021 BONDS

Section 1.01. Authorization and Issuance of 2021 Bonds. (a) In accordance with the Act, the Trust Agreement and the authorizing Bond Order and Series Resolution adopted by the City Council on September 13, 2021, the City will issue the 2021 Bonds as provided in this Supplemental Agreement to pay Project Costs of the 2021 Project.

(b) The City will issue the 2021 Bonds in an aggregate principal amount of [$14,000,000], consisting of two separate series, as follows:

- [$3,000,000] Combined Utilities Revenue Bond, Series 2021A (the "2021A Bond"); and

- [$11,000,000] Combined Utilities Revenue Bond, Series 2021B (the "2021B Bond").

(c) The City may amend the definition of the 2021 Project, as contemplated by clause (d) of that definition, by delivering a City Certificate to the Trustee describing the System improvements to be incorporated into that definition.

Section 1.02. Agreement Supplements Master Agreement. This Supplemental Agreement is a "supplemental agreement" for the issuance of Bonds as provided in Section 1.03 of the Master Agreement.

Section 1.03. Form and Details; Payments. The 2021A Bond will be numbered RA-1, will be designated "Combined Utilities Revenue Bond, Series 2021A," and will be in substantially the form of Exhibit B, with any changes as this Agreement permits or requires. The 2021B Bond will be numbered RB-1, will be designated "Combined Utilities Revenue Bond, Series 2021B," and will be in substantially the same form as the 2021A Bond. The 2021 Bonds are payable as to interest semiannually until payment on each Payment Date at the annual rates (calculated based on a 360-day year consisting of twelve 30-day months), of (a) 1.27% on the 2021A Bond and (b) 1.78% on the 2021B Bond, and are payable as to principal on August 1 in the years and amounts as shown in Exhibit D, in all cases subject to prepayment and adjustment as provided in this Agreement.

Promptly upon final payment of each 2021 Bond, the Bondholder at its option will either (1) return the original 2021 Bond, marked "Paid in Full," to the City, or (2) send the City written notice in a form reasonably acceptable to the City that the particular 2021 Bond has been paid in full as to principal and interest.

Section 1.04. Interest Rate and Payment Adjustment. (a) "Rate Adjustment Event" means any action by the Internal Revenue Service (including the

delivery of a deficiency notice) or any other federal court or administrative body determining that interest on the 2021 Bonds, or any portion thereof, is includable in any Bondholder's gross income for federal income tax purposes as a result of any misrepresentation by the City or as a result of any action the City takes or fails to take.

(b) Upon any Rate Adjustment Event, (i) the unpaid principal of the 2021 Bonds will continue to be payable on dates and in amounts as set forth in each Bond, but (ii) the interest components shall be recalculated, at an interest rate equal to an annualized interest rate equal to the Prime Rate plus 2% (200 basis points), to the date (retroactively, if need be) determined pursuant to the Rate Adjustment Event to be the date interest became includable in the gross income for federal income tax purposes of any Bondholder.

(c) The City shall pay interest at such adjusted rate (subject to credit for interest previously paid) to each affected Bondholder, notwithstanding the fact that any particular Bondholder may not be the Bondholder on the date of a Rate Adjustment Event. The City shall additionally pay to all affected Bondholders any interest, penalties or other charges assessed against or payable by such Bondholder and attributable to a Rate Adjustment Event notwithstanding the prior repayment of the entire Bond or any transfer to another Bondholder.

(d) "Prime Rate" means the rate designated by Truist Bank as its prime rate from time to time, whether or not Truist Bank is the Bondholder at the time.

Section 1.05. Redemption Dates and Prices. The 2021 Bonds are subject to redemption as described in Section 2.01.

Section 1.06. Delivery of 2021 Bonds. The Trustee will authenticate and deliver the 2021 Bonds when it has received the following items:

(a) Original executed counterparts of the Master Agreement and this Supplemental Agreement

(b) A certified copy of the City Council's authorizing bond order for the 2021 Bonds

(c) A certified copy of one or more City Council resolutions approving the substantially final form of this Supplemental Agreement, authorizing its execution and delivery, and approving the issuance of the 2021 Bonds

(d) A City Certificate approving the award of the Bonds and directing the authentication and delivery of the Bonds to or upon the order of the purchasers named in the certificate upon payment of the purchase price stated in the certificate

(e) Executed 2021 Bonds in the aggregate principal amounts, bearing interest at the rates, and payable as to principal and interest at the times and in the amounts, as are provided in this Supplemental Agreement

(f) A City Certificate directing the Trustee as to the application of proceeds from the sale of 2021 Bonds

(g) Evidence that the LGC has approved the issuance of the 2021 Bonds

(h) An Opinion of Bond Counsel to the effect that the City has duly authorized the execution and delivery of the 2021 Bonds

ARTICLE II

REDEMPTION

Section 2.01. Redemption Dates; Prices.

(a) *2021A Bond* – The 2021A Bond is subject to redemption, in whole but not in part, at any time at the City's option.

(b) *2021B Bond* – The 2021B Bond is subject to redemption, in whole but not in part, at the City's option on any date on or after February 1, 2029. The 2021B Bond is not subject to redemption before that date.

(c) *In general* – The City is not required to prepay the 2021 Bonds pro rata among series or to prepay either series in preference to the other. The City must pay

all interest accrued and unpaid to the prepayment date along with the principal amount to be prepaid, but no prepayment premium or penalty applies.

Section 2.03. Redemption Notices. (a) The Trustee, at the City's direction, upon being satisfactorily indemnified by the City with respect to expenses and with at least two Business Days' notice, will send notice of redemption no less than 15 nor more than 60 days prior to the redemption date, to the registered owner of any 2021 Bond to be prepaid at its address as it appears on the Trustee's registration books, by registered or certified mail. The Trustee shall also send a copy of the notice to the LGC.

(b) Any redemption notice may state that the redemption to be effected is conditioned upon --

(i) the Trustee's receipt on or prior to the redemption date of moneys sufficient to pay the principal of and interest on the 2021 Bonds to be redeemed; or

(ii) any other condition not unacceptable to the Trustee.

If a notice contains a condition and the Trustee either (i) does not receive moneys sufficient to pay the principal of and interest on the 2021 Bonds on or prior to the redemption date, or (ii) the stated condition is not fulfilled, in either case on or prior to the redemption date, then redemption will not be made, and the Trustee must, within a reasonable time, give notice the same way the redemption notice was given that the moneys were not so received (or condition was not fulfilled) and the redemption was not made.

(c) Each redemption notice must specify (i) the complete designation of the 2021 Bonds, (ii) the date fixed for redemption, (iii) any conditions to the redemption, as contemplated by subsection (b) above, (iv) the principal amount of 2021 Bonds or portions thereof to be redeemed, (v) the applicable redemption price, (viii) the address of the place or places of payment, (vi) the Trustee's name and telephone number, and the name of a contact person, (vii) that interest accrued to the date fixed for redemption will be paid as specified in the notice, and (viii) that on and after the established redemption date interest on 2021 Bonds which have been redeemed will cease to accrue. The Trustee must also include in any redemption notice any additional information provided by the City for use in the notice.

Section 2.03. Bonds Payable on Redemption Date; Interest Ceases To Accrue. If on or before the date fixed for redemption funds are deposited with the Trustee to pay the principal of and interest accrued to the redemption date on 2021 Bonds called for redemption, the 2021 Bonds cease to accrue interest from and after the redemption date. Thereafter, the 2021 Bonds (a) are no longer entitled to the benefits provided by the Trust Agreement and (b) are not deemed to be Outstanding under the Trust Agreement.

ARTICLE III

2021 FUNDS AND ACCOUNTS

Section 3.01. Creation and Use of 2021 Project Fund. The Trustee will establish a special fund designated as the "Mebane 2021 Project Fund." The Trustee will keep this Fund separate and apart from all other funds and moneys held by it, and will hold and administer this Fund as provided in this Supplemental Agreement. Moneys in the 2021 Project Fund will be expended only as described in Sections 3.02 and 3.03. The Trustee is not required to disburse any moneys from the 2021 Project Fund during the continuation of any Event of Default.

Section 3.02. Deposits to 2021 Project Fund; Payment of Project Costs.

(a) The Trustee will deposit into the 2021 Project Fund the amount specified in the certificate referenced in Section 1.06(f) and all other amounts paid to it for deposit in the 2021 Project Fund.

(b) The Trustee will disburse moneys in the 2021 Project Fund from time to time, either to pay Project Costs of the 2021 Project directly or to reimburse the City for previous expenditures on any of those costs, upon the Trustee's receipt of a requisition substantially in the form of Exhibit C. The Trustee may rely conclusively on requisitions as authorization for payments, and the Trustee has no duty or responsibility to verify any matters in the requisitions.

(c) Unless otherwise directed by the City, the Trustee will disburse moneys from the 2021 Project Fund that are due to the City by wire transfer to any bank account in the United States as a City Certificate may designate from time to time.

Section 3.03. Transfer of Unexpended Proceeds. Upon receipt of a City Certificate stating that there are no more Project Costs to be paid from the 2021 Project Fund, the Trustee will withdraw all remaining moneys in the 2021 Project Fund and deposit those moneys into Subaccounts of the Payment Fund as the City Certificate may specify. In the absence of any direction from the City, the Trustee will deposit those moneys in the 2021 Subaccount of the Interest Account and use them to pay interest on the 2021 Bonds as the same comes due.

Section 3.04. Establishment of Subaccounts. The Trustee will establish the following subaccounts the accounts established under the Master Agreement:

(a) 2021 Subaccount of the Interest Account

(b) 2021 Subaccount of the Principal Account

(c) 2021 Subaccount of the Redemption Account

The Trustee will hold and administer the subaccounts referenced above pursuant to the Master Agreement and this Supplemental Agreement.

Section 3.05. Application of Revenues to 2021 Subaccounts. Subject to the provisions of Section 2.03 of the Master Agreement, the City shall deposit (or cause to be deposited) with the Trustee, the following amounts from Net Receipts held in the Revenue Fund. The Trustee shall apply these amounts to the specified accounts and subaccounts in the following order:

(a) into the 2021 Subaccount of the Interest Account, on or before the 25th day of the month immediately preceding each Payment Date, an amount equal to the interest payable on the 2021 Bonds on that Payment Date; and

(b) into the 2021 Subaccount of the Principal Account, on or before the 25th day of the month immediately preceding a Payment Date on which principal of 2021 Bonds comes due, an amount equal to the principal of all 2021 Bonds coming due on that Payment Date.

In addition, the Trustee shall deposit in the 2021 Subaccount of the Redemption Account all other amounts paid to it from time to time with instructions to deposit the amounts in that subaccount.

Not less than 15 days prior to each Payment Date, the Trustee must determine the amounts on deposit and available to make the payments due on that Payment Date with respect to the 2021 Bonds, whether in (i) the 2021 Subaccounts of the Interest Account or the Principal Account of the Payment Fund, or (ii) any special trust fund established pursuant to Section 9.01 of the Master Agreement. The Trustee must notify the City of the available amounts not less than 10 days prior to the applicable Payment Date. The City's obligation to make payments with respect to any Payment Date is reduced by the available amounts the Trustee determines.

Section 3.06. Payment of Principal and Interest; Pledge of Net Receipts. The City covenants that it will promptly pay the principal of and the interest on every 2021 Bond on the dates and in the manner provided in the Trust Agreement and in the 2021 Bonds, according to the true intent and meaning thereof. The City further covenants that it will always faithfully perform all its covenants, undertakings and agreements contained in the Trust Agreement, in the 2021 Bonds, or in any proceedings of the City pertaining to those matters.

The City represents and covenants that it is duly authorized under the Constitution and laws of the State, particularly the Act, to issue the 2021 Bonds and to pledge the Net Receipts in the manner and to the extent provided in the Trust Agreement; that all action on its part for the issuance of the 2021 Bonds has been duly and effectively taken; and that 2021 Bonds in the hands of their Owners are and will be valid and binding special obligations of the City, payable according to their terms.

Section 3.07. No Reserve Account. The 2021 Bonds are not secured by the Parity Reserve Account or any Special Reserve Account.

ARTICLE IV

CITY'S WARRANTIES, REPRESENTATIONS AND COVENANTS

The City makes the following statements of fact, with the understanding and intent that the Trustee and the Owners will rely on these statements in making the decision to enter into this Supplemental Agreement and to purchase and own 2021 Bonds:

(a) The City is a duly organized and validly existing municipal corporation of the State. The City has all powers necessary to enter into the transactions contemplated by the Trust Agreement and the 2021 Bonds, and to carry out its obligations under the Trust Agreement and the 2021 Bonds.

(b) The City has duly and validly authorized, executed and delivered the Trust Agreement and the 2021 Bonds. The City requires no further approval or consent from any governmental authority with respect to the City's entering into, issuing or performing under the Trust Agreement or the 2021 Bonds. Assuming the Trustee's due authorization, execution and delivery of the Master Agreement and this Supplemental Agreement and the Trustee's due authentication of the 2021 Bonds, the Trust Agreement and the 2021 Bonds constitute valid, legal and binding obligations of the City, enforceable in accordance with their respective terms, subject to bankruptcy, insolvency and other similar laws affecting the enforcement of creditors' rights generally and applicable principles of equity.

(c) There is no action, suit or proceeding at law or in equity before or by any court, public board or body pending or, to the best of the City's knowledge, threatened, against or affecting the City (or any official thereof in an official capacity) (i) challenging the validity or enforceability of the Trust Agreement or the 2021 Bonds, or seeking to restrain or enjoin the issuance or delivery of the Bonds or (ii) seeking to restrain or enjoin the assessment or collection of water and sewer revenues to pay the principal of and interest on the Bonds, or (iii) challenging (A) the City's organization or existence, (B) the City's issuance of the Bonds, (C) the Council's adoption of the September 13 Bond Order and Series Resolution referenced above, or (D) the title to office of any City Council member or other City officer, or (iv) that otherwise would be likely (if decided adversely to the City) to have a material adverse effect on the City's ability to provide for timely payment of the Bonds.

(d) The City's performance of its obligations under the Trust Agreement or the 2021 Bonds, and its compliance with their respective provisions, under the contemplated circumstances, does not and will not in any material respect constitute on the City's part a breach of or default under, or result in the creation of a lien or other encumbrance on any City property (except as contemplated in such instruments), pursuant to any agreement or other instrument to which the City is a party, or any existing law, regulation, court order or consent decree to which the City is subject.

(e) No City representation, covenant or warranty in the Trust Agreement or the 2021 Bonds is false or misleading in any material respect.

(f) The City Council proceedings relating to the City's entering into, issuing, and performing under the Trust Agreement and the 2021 Bonds have been duly adopted, are in full force and effect, and have not been in any respect modified, revoked or rescinded.

(g) The City will not take or permit, or omit to take or cause to be taken, any action that would cause the 2021 Bonds to be "arbitrage bonds" or "private activity bonds" within the meaning of the Code, or otherwise adversely affect the exclusion from gross income for federal income tax purposes of the interest on the 2021 Bonds to which that interest would otherwise be entitled. If the City does take or permit, or take or cause to be taken, any such action, the City will take (or cause to be taken) all lawful actions within its power reasonably necessary to rescind or correct such actions or omissions promptly upon having knowledge of the effect of such actions.

(h) The City will send to Truist Bank (the "Lender"), so long as the Lender is the registered owner of any 2021 Bond, a copy of the City's audited financial statements for each Fiscal Year within 30 days of the City's acceptance of the statements, but in any event within 270 days of the completion of each Fiscal Year. The City shall also furnish the Lender, at such reasonable times as the Lender may request, all other financial information (including, without limitation, the City's annual budget as submitted or approved) as the Lender may reasonably request. The City shall permit the Lender or its agents and representatives to inspect the City's books and records and make extracts therefrom.

ARTICLE V

AMENDMENTS OF AND SUPPLEMENTS TO SUPPLEMENTAL AGREEMENT OR THE 2021 BONDS

Section 5.01. Without Owners' Consent. The City and the Trustee may amend or supplement this Supplemental Agreement or the 2021 Bonds without notice to or consent of any Owner for any of the following purposes, or for any combination of the following purposes:

(a) to cure any ambiguity, inconsistency or formal defect or omission

(b) to grant to the Trustee for the benefit of the Owners additional rights, remedies, powers or authority

(c) to subject to this Supplemental Agreement additional collateral or to add other agreements of the City

(d) to permit the qualification of this Supplemental Agreement under any federal or state statute, whenever enacted, and, in that connection, to add to this Supplemental Agreement or any other supplemental trust agreement any other terms, conditions and provisions as may be permitted or required by the federal or state statute

(e) to provide for the issuance of Additional Bonds as otherwise permitted by the Trust Agreement

(f) to provide for 2021 Bonds to be issued or exchanged for 2021 Bonds in any other form or format at that time permitted by law

(g) to evidence the succession of a new Trustee, or to provide for the appointment and operation of a Bond Registrar separate from the Trustee

(h) to amend the definition of the "2021 Project" to include other capital improvements to the System as the City may determine pursuant to Section ___

(i) to make any other change that does not materially adversely affect the rights of any Owner

The Trustee may rely on a City Certificate to the effect that a proffered amendment or supplement is within the scope of this Section 5.01.

At least 10 days prior to the execution and delivery of any supplemental trust agreement for any of the purposes described in this Section, the Trustee shall provide for a notice of the proposed agreement to be mailed first-class, postage prepaid, to the LGC and to all Owners of the 2021 Bonds. The notice must briefly set forth the nature of the proposed agreement and state that copies of the proposed agreement are available to all Owners of the 2021 Bonds upon request to the City or the Trustee at addresses set forth in the notice. This notice is not required, however, in the case of an amendment authorized under (e) or (h) above (or both).

The City must pay the expenses of any mailing and copies required under this Section. A failure on the Trustee's part to mail the notice required by this Section will not affect the validity of any supplemental agreement.

Section 5.02. With Owners' Consent. (a) If Section 5.01 does not permit an amendment of or supplement to this Supplemental Agreement or the 2021 Bonds without any consent of Owners, the City and the Trustee may enter into that amendment or supplement only with the consent of the Majority Owners (determined only with respect to the 2021 Bonds).

(b) Without the consent of each Owner affected, however, no amendment or supplement to this Supplemental Agreement or the 2021 Bonds may (i) extend the maturity of the principal or interest with respect to any 2021 Bond, (ii) reduce the principal amount of, or rate of interest on, any 2021 Bond, (iii) effect a privilege or priority of any 2021 Bond or 2021 Bonds over any other 2021 Bond or 2021 Bonds, (iv) reduce the percentage of the principal amount of the 2021 Bonds required for consent to any amendment or supplement, (v) intentionally impair any exclusion of interest on the 2021 Bonds from the federal gross income of the Owner of any 2021 Bond to which that interest was intended to be entitled, (vi) change any redemption terms of any 2021 Bonds, (vii) create a lien ranking prior to or on a parity with the lien of this Supplemental Agreement on the property pledged under the Trust Agreement (except with respect to a parity pledge for the benefit of the Owners of

Additional Bonds), or (viii) deprive any Owner of the lien created by this Supplemental Agreement on any property.

In addition, if moneys or Federal Securities have been deposited or set aside with the Trustee pursuant to Article IX of the Master Agreement for the payment of 2021 Bonds and those 2021 Bonds have not in fact been paid in full, the parties may make no amendment to the provisions of that Article without the consent of each Owner affected.

Section 5.03. Procedure for Amendment with Owners' Consent.

(a) If a proposed amendment requires the consent of Owners, the Trustee must establish a record date, and Owners as of that record date will be the Owners with the right to consent to the proposed amendment or supplement. This record date must be a date not later than five Business Days after the date the Trustee receives notice or direction from the City to solicit consents.

(b) The Trustee must send, by first-class mail, a copy of the proposed supplement or amendment, together with a request to the Owners for their consent, to each Owner at its address as set forth in the registration books maintained pursuant to Section 6.05 of the Master Agreement, but failure to receive copies of the documents so mailed does not affect the validity of the supplement or amendment when assented to as provided in this Section. The request mailed by the Trustee must also designate a date not more than 180 nor less than 30 days following the mailing date, as designated by the City, by which consent must be returned to be effective. The City must pay all the expenses of the copying and mailing provided for in this Section.

(c) The proposed supplement or amendment will not become effective unless there are filed with the Trustee the written consent of the Owners (as of the record date) of not less than a majority in aggregate principal amount of the 2021 Bonds then Outstanding (exclusive of 2021 Bonds disregarded from the calculation as provided in Section 5.04) and the Trustee has mailed the notices required by Section 5.09. Each consent will be effective only if accompanied by proof of ownership of the 2021 Bonds for which the consent is given as provided in Section 5.05 and given within the time designated as provided in subsection (b) above.

Section 5.04. Bonds Held by City Excluded from Calculation. 2021 Bonds owned or held by or for the account of the City or by any person directly or indirectly controlling or controlled by, or under direct or indirect common control with, the City, be excluded from any calculation of Outstanding 2021 Bonds for any action provided for in this Supplemental Agreement. Similarly, Owners of those 2021 Bonds are not entitled to take any action provided for in this Supplemental Agreement. The City and the Trustee intend, however, that the City's ownership or holding of 2021 Bonds will not, by itself, give rise to an extinguishment of the 2021 Bonds or of any obligation arising under this Agreement.

The Trustee may (but is not required to) provide for each Owner, before an Owner's consent is deemed effective, to certify or otherwise provide evidence to establish whether the 2021 Bonds as to which the consent is given are excluded as provided in this Section.

For purposes of this Section, the Trustee may assume that no 2021 Bonds are excluded from any calculation of Outstanding Bonds provided for in this Agreement except for Bonds (i) that are registered in the City's name or (ii) for which the Trustee has received written notice that the 2021 Bonds are owned or held by or for the account of the City or by any person directly or indirectly controlling or controlled by or under direct or indirect common control with the City.

Section 5.05. Owners' Consents. Any consent or other instrument required by this Supplemental Agreement to be signed by Owners may be in any number of concurrent documents and may be signed by an Owner or by the Owner's agent appointed in writing. The Trustee may require that proof of the execution of any instrument, or of the instrument appointing an agent, and of the ownership of 2021 Bonds, be made as provided in Section 11.05 of the Master Agreement, and then may conclusively rely on that submitted proof.

Section 5.06. Effect of Consents. After an amendment or supplement becomes effective, it binds every Owner. Any consent is binding upon and irrevocable by the Owner of the 2021 Bond giving consent and on any subsequent Owner (whether or not any subsequent Owner has notice of the consent), unless the consent is revoked in writing by the Owner giving the consent, or by a subsequent Owner of the same 2021 Bonds, by filing a revocation with the Trustee prior to the time when the Trustee has mailed the notice provided for in Section 5.09.

Section 5.07. Trustee's Execution of Amendments and Supplements. The Trustee must execute and deliver any amendment or supplement to the Trust Agreement or the 2021 Bonds authorized by this Article if the amendment or supplement does not adversely affect the rights, duties, liabilities or immunities of the Trustee, as the Trustee may determine in its reasonable discretion. If the amendment or supplement has such an adverse effect, the Trustee may, but need not, execute and deliver it. In determining to execute and deliver an amendment or supplement, the Trustee is entitled to receive and rely on an Opinion of Counsel to the effect (a) that the amendment or supplement is authorized by this Supplemental Agreement and (b) that upon execution it will be valid and binding upon the party or parties executing it in accordance with its terms.

Section 5.08. LGC's Consent Required. No amendment or supplement to this Supplemental Agreement or the 2021 Bonds will become effective unless the LGC delivers to the City and the Trustee its prior written consent to the amendment or supplement.

Section 5.09. Notice of Amendments and Supplements. The Trustee must cause notice of the execution of any supplement or amendment to this Supplemental Agreement or the 2021 Bonds to be mailed to the Owners. The notice will, at the Trustee's option, either (a) briefly state the nature of the amendment or supplement and that copies of it are on file with the Trustee for inspection by Owners, or (b) enclose a copy of the amendment or supplement. The City must pay the expenses of any mailing and copies required under this Section. A failure on the Trustee's part to mail the notice required by this Section will not affect the validity of any supplemental agreement.

Section 5.10. Notation on or Exchange of 2021 Bonds. If an amendment or supplement changes the terms of a 2021 Bond, the Trustee may require the Owner of that 2021 Bond to deliver it to the Trustee. The Trustee may place an appropriate notation on the 2021 Bond about the changed terms and return it to the Owner. Alternatively, if the Trustee and the City so determine, the City, in exchange for the 2021 Bond, will execute, and the Trustee will authenticate and deliver, a new 2021 Bond that reflects the changed terms.

ARTICLE VI

ADDITIONAL PROVISIONS

Section 6.01. Notices.

(a) Any communication provided for in this Agreement must be in English and must be in writing. "Writing" includes facsimile transmission and electronic mail.

(b) For the purposes of this Agreement, any communication sent by facsimile transmission or electronic mail will be deemed to have been given on the date the communication is similarly acknowledged by a City Representative (in the case of the City) or other authorized representative (in the case of any other party). No such communication will be deemed given or effective without such an acknowledgment. Any electronic communication to the Trustee is subject to the provisions of Section 10.02 of the Master Agreement.

(c) Any other communication under this Deed of Trust will be deemed given on the delivery date shown on a United States Postal Service certified mail receipt, or a delivery receipt (or similar evidence) from a national commercial package delivery service, if addressed as follows:

(i) if to the City, to City Manager, City of Mebane, Re: Notice under 2021 Revenue Bonds, 106 East Washington Street, Mebane, NC 27302

(ii) if to the Trustee, to U.S. Bank National Association, Attn: Global Corporate Trust, Re: Notice for 2021 Mebane Revenue Bonds, 5540 Centerview Drive, Suite 200 Raleigh, NC 27604

(iii) If to the LGC, to the North Carolina Local Government Commission, Attn: Secretary of the Commission, Re: Notice for Mebane Revenue Bonds, Longleaf Building, 3200 Atlantic Ave., Raleigh, NC 27604

(iv) If to the Lender, to Truist Bank, Attn: Governmental Finance, Re: Notice for Mebane Revenue Bonds, 5130 Parkway Plaza Boulevard Charlotte, North Carolina 28217

(d) Any party sending a communication under this Supplemental Agreement must also send a copy to the LGC and the Lender, so long as the Lender is the registered owner of any portion of the 2021 Bonds. Any addressee (including the LGC and the Lender) may designate additional or different addresses for communications by notice given under this Section to each of the others.

(e) Whenever this Supplemental Agreement requires the giving of a notice, the person entitled to receive the notice may waive the notice, in writing. The giving or receipt of the notice will then not be a condition to the validity of any action taken in reliance upon the waiver.

Section 6.02. Binding Effect; Limitation of Rights. This Supplemental Agreement is binding upon, inures to the benefit of and is enforceable by the parties and their respective successors and assigns. Nothing expressed or implied in this Supplemental Agreement or the 2021 Bonds gives any person other than the Trustee, the City, the LGC and the Owners any right, remedy or claim under or with respect to this Supplemental Agreement or the 2021 Bonds.

Section 6.03. Severability. If any provision of this Supplemental Agreement is determined to be unenforceable, that does not affect any other provision of this Supplemental Agreement.

Section 6.04. Non-Business Days. If a Payment Date is not a Business Day, then payment may be made on the next Business Day, and no interest will accrue for the intervening period. When any other action is provided in this Supplemental Agreement to be done on a day or within a time period named, and the day or the last day of the period is not a Business Day, the action may also be done on the next ensuing Business Day.

Section 6.05. Governing Law; Forum. The parties intend that North Carolina law will govern this Supplemental Agreement, the 2021 Bonds, and all matters of their interpretation. To the extent permitted by law, the parties agree that any action brought with respect to this Supplemental Agreement or the 2021 Bonds must be brought in the North Carolina General Court of Justice in Alamance County, North Carolina.

Section 6.06. Limited Liability of Officers and Agents. No officer, agent or employee of the City, the Trustee or the LGC is subject to any personal liability or accountability by reason of that person's execution of this Supplemental Agreement, the 2021 Bonds, or any other documents related to the transactions contemplated by this Supplemental Agreement. These officers or agents are deemed to execute documents in their official capacities only, and not in their individual capacities. This Section does not relieve any person from the performance of any official duty provided by law, this Supplemental Agreement or the 2021 Bonds.

Section 6.07. Restriction on transfer. Notwithstanding any indication in the Master Agreement to the contrary, the Trustee will not register the transfer of any 2021 Bond to any person other than a bank, an insurance company or a similar financial institution unless the LGC has previously approved the transfer.

Section 6.08. Counterparts. This Supplemental Agreement may be signed in several counterparts, including separate counterparts. Each will be an original, but all of them together constitute the same instrument.

Section 6.09. Definitions; Rules of Interpretation. Unless the context clearly requires otherwise, capitalized terms used in this Supplemental Agreement and not otherwise defined have the meanings set forth in Exhibit A. This Supplemental Agreement will be interpreted in accordance with the rules of interpretation set forth in Exhibit A to the Master Agreement.

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

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered in their corporate names by their duly authorized representatives, all as of September 1, 2021.

ATTEST: **(SEAL)**

City of Mebane, North Carolina

_____ By: _____

Stephanie W. Shaw
City Clerk

Chris Rollins
City Manager

U.S. Bank National Association,
as Trustee

By: _____

Shawna Hale
Vice President

[First Supplemental Trust Agreement dated as of September 1, 2021]

EXHIBIT A – Definitions

All capitalized terms used in this Supplemental Agreement and not otherwise defined have the meanings ascribed thereto in the Master Agreement. In addition, for all purposes of this Supplemental Agreement, unless the context requires otherwise, the following terms have the following meanings.

"2021 Bonds" means the [$14,000,000] original aggregate principal amount Combined Utilities Revenue Bonds issued pursuant to the Master Agreement and this Supplemental Agreement. The City's 2021A Bond and 2021B Bond, as described in Section 1.01, together constitute the 2021 Bonds.

"2021 Project" means the following:

(a) carrying out the planned improvements to the City's water resource recovery facility previously approved by the City Council, including headworks expansion, aerobic stabilization, solids thickening, polymer update, secondary clarifier improvements and electrical upgrades;

(b) carrying out the planned rerouting of the City's GKN Pump Station force main to reduce flow to the water resource recovery facility;

(c) carrying out the refinancing the City's obligations under an Installment Financing Agreement dated May 19, 2014, related to the Graham-Mebane Water Treatment Plant Refunding;

(d) along with any additional System improvements the City may designate to the Trustee in a City Certificate; and

(e) paying Financing Costs related to the 2021 Bonds.

"2021 Project Fund" means the Mebane 2021 Project Fund established pursuant to Section 3.01.

"2021 Subaccount of the Interest Account" means the subaccount created and so designated by Section 3.04.

"2021 Subaccount of the Principal Account" means the subaccount created and so designated by Section 3.04.

"2021 Subaccount of the Redemption Account" means the subaccount created and so designated by Section 3.04.

"Master Agreement" means the Master Trust Agreement dated as of September 1, 2021, between the City and U.S. Bank National Association, as Trustee, as it may be properly amended or supplemented from time to time.

"Payment Date" means each August 1 and February 1 beginning February 1, 2022.

"Supplemental Agreement" means this First Supplemental Trust Agreement, as it may be properly amended or supplemented from time to time.

"Trust Agreement" means the Master Agreement, as supplemented by this Supplemental Agreement, as each may be properly amended or supplemented from time to time.

EXHIBIT B – Form of 2021A Bond

Registered Bond Number RA-1 September _____, 2021

UNITED STATES OF AMERICA

STATE OF NORTH CAROLINA

CITY OF MEBANE, NORTH CAROLINA

Combined Utilities Revenue Bond, Series 2021A

THE CITY OF MEBANE, NORTH CAROLINA (the "City"), a municipal corporation of the State of North Carolina, for value received, promises to pay, solely from the Net Revenues and other funds described below and pledged to the payment hereof, to

TRUIST BANK

or registered assigns (the "Bondholder"), the principal sum of

THREE MILLION DOLLARS
*******[$3,000,000]*******

in principal installments payable on each August 1 as shown on Schedule I, together with interest on the unpaid principal from the date hereof until payment of the entire principal sum at the annual rate of 1.27%, payable on each August 1 and February 1, beginning February 1, 2022, subject in all cases to prepayment and adjustment as described below.

Principal, interest, and any prepayment premium are payable in lawful money of the United States of America. Interest will be calculated on the basis of a 360-day year consisting of twelve 30-day months. In all events, (1) all payments on this Bond will be applied first to interest accrued and unpaid to the payment date and then to principal, and (2) if not sooner paid, the entire principal of and interest on this Bond will be due and payable on August 1, 2029.

Promptly upon final payment of this Bond, the Bondholder at its option will either (1) return the original Bond, marked "Paid in Full," to the City, or (2) send the City written notice in a form reasonably acceptable to the City that the Bond has been paid in full as to principal and interest.

Upon any "Rate Adjustment Event," as defined below, (i) the unpaid principal of this Bond will continue to be payable on dates and in amounts as set forth in Schedule I, but (ii) the interest components shall be recalculated, at an interest rate equal to an annualized interest rate equal to the Prime Rate (as defined below) plus 2% (200 basis points), to the date (retroactively, if need be) determined pursuant to the Rate Adjustment Event to be the date interest became includable in the gross income for federal income tax purposes of any Bondholder.

The City shall pay interest at such adjusted rate (subject to credit for interest previously paid) to each affected Bondholder, notwithstanding the fact that any particular Bondholder may not be the Bondholder on the date of a Rate Adjustment Event. The City shall additionally pay to all affected Bondholders any interest, penalties or other charges assessed against or payable by such Bondholder and attributable to a Rate Adjustment Event notwithstanding the prior repayment of the entire Bond or any transfer to another Bondholder.

"Prime Rate" means the rate designated by Truist Bank as its prime rate from time to time, whether or not Truist Bank is the Bondholder at the time. "Rate Adjustment Event" means any action by the Internal Revenue Service (including the delivery of a deficiency notice) or any other federal court or administrative body determining that interest component on the 2021 Bonds, or any portion thereof, is includable in any Bondholder's gross income for federal income tax purposes as a result of any misrepresentation by the City or as a result of any action the City takes or fails to take.

This Bond constitutes the entire issue of [$3,000,000] Combined Utilities Revenue Bond, Series 2021A, authorized by a Bond Order and Series Resolution adopted by the City's governing City Council on September 13, 2021. This Bond is issued under, and is equally and ratably secured by, a Master Trust Agreement dated as of September 1, 2021 and a First Supplemental Trust Agreement also dated as of September 1, 2021 (collectively, the "Trust Agreement"), each between the City and U.S. Bank National Association, as trustee (the "Trustee").

This Bond is a special obligation of the City, payable solely from the "Net Receipts" of the City's combined public utility enterprise system, and the other funds pledged to that payment, all as defined in and as provided in the Trust Agreement. Neither the faith and credit nor the taxing power of the City are pledged for the payment of the principal of or interest on this Bond, and no owner of this Bond has any right to compel the exercise of the City's taxing power in connection with any default on this Bond.

Reference is made to the Trust Agreement and all amendments and supplements thereto for a description of the provisions, among others, with respect to the nature and extent of the security, the rights, duties and obligations of the City and the Trustee, the rights of the Bondholder and the terms upon which the Bonds are issued, to all of which provisions the Bondholder, by the acceptance of this Bond, agrees.

The City's [$11,000,000] Combined Utilities Revenue Bond, Series 2021B, which is being issued simultaneously with this Bond, is secured by a parity interest in the Net Receipts and other property securing this Bond. Additional Bonds secured by a parity interest in the Net Receipts and other property may be issued under the terms and conditions set forth in the Trust Agreement.

This Bond is subject to redemption, in whole but not in part, at any time at the City's option. The Trustee will send notice of redemption to the registered owner of this Bond as provided in the Trust Agreement. The Trustee will send the notice not more than 60 days nor less than 30 days prior to the date fixed for redemption.

If on or before the date fixed for redemption funds have been deposited with the Trustee to pay the principal and interest accrued to the redemption date with respect to the Bond called for redemption, the Bond or portions thereof thus called

for redemption will cease to accrue interest from and after the redemption date, will no longer be entitled to the benefits provided by the Trust Agreement, and will not be deemed to be Outstanding under the Trust Agreement.

The Owner of this Bond has no right to enforce the provisions of the Trust Agreement or to institute action to enforce the covenants therein, or to take any action with respect to any event of default thereunder, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Trust Agreement. Changes to or supplements of the Trust Agreement may be made to the extent and in the circumstances permitted by the Trust Agreement.

Ownership of this Bond will be registered on the Trustee's bond register. This Bond may be exchanged, and its transfer may be effected, only by the Owner hereof in person or by attorney duly authorized in writing at the designated office of the Trustee, but only in the manner, subject to the limitations and upon payment of the charges provided in the Trust Agreement, and upon surrender and cancellation of this Bond. **The Trustee will not register the transfer of this Bond to any person other than a bank, an insurance company or a similar financial institution unless the North Carolina Local Government Commission has previously approved the transfer.** Upon exchange or registration of such transfer a new registered Bond of the same aggregate principal amount and interest rate will be issued in exchange therefor.

The City and the Trustee shall deem and treat the person in whose name this Bond is registered on the bond register as the absolute owner of this Bond for the purpose of receiving payment of or on account of principal of and interest due on this Bond and for all other purposes, and neither the City nor the Trustee will be affected by any notice to the contrary, except that interest payments will be made to the persons shown as Owners on the Trustee's registration books at the end of the calendar day on the 15th day (whether or not a business day) (the "**Record Date**") preceding each Payment Date.

All acts, conditions and things required by the Constitution and laws of the State of North Carolina to happen, exist or be performed precedent to and in the execution and delivery of this Bond have happened, exist and have been performed.

The City intends that North Carolina law will govern this Bond and all matters of its interpretation.

This Bond will not be entitled to any benefit under the Trust Agreement or be valid or obligatory for any purpose until the Trustee has executed the Certificate of Authentication appearing on this Bond.

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

IN WITNESS WHEREOF, the City has caused this bond to be signed, sealed and delivered by duly authorized officers, as of the day and year first above written.

ATTEST: **(SEAL)**

City of Mebane, North Carolina

_____ By: _____

Stephanie Shaw, City Clerk Chris Rollins, City Manager

This Bond has been approved by
the North Carolina Local Government
Commission in accordance with the
State and Local Government Revenue Bond Act.

Sharon G. Edmundson
Secretary, North Carolina
Local Government Commission

By _____
[Sharon G. Edmundson
or Designated Assistant]

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds referred to in the First Supplemental Trust Agreement dated as of September 1, 2021 (the "Trust Agreement"), between the City of Mebane, North Carolina, and U.S. Bank National Association, as trustee.

Date of Authentication: _____

U.S. Bank N.A., as Trustee

By: _____
Authorized Officer

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sell(s), assign(s) and transfer(s) unto

_____

(Please print or type transferee's name and address, including zip code)

PLEASE INSERT SOCIAL SECURITY OR OTHER
IDENTIFYING NUMBER OF TRANSFEREE:

the within bond and all rights thereunder, hereby irrevocably constituting and appointing _____, Attorney, to transfer said certificate on the books kept for the registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

_____

NOTICE: Signature(s) must be guaranteed by a participant in the Securities Transfer Agent Medallion Program ("STAMP") or similar program

_____

(Signature of Owner)

NOTICE: The signature above must correspond with the name the Owner as it appears on the front of this certificate in every particular without alteration or enlargement or any change whatsoever.

[[$3,000,000] Combined Utilities Revenue Bond, Series 2021A]

Schedule I – Principal and Interest Payment Schedule

Principal of this Bond is payable on dates and amounts as shown below. Interest is payable on the dates shown below, at the annual rate of 1.27% (subject to prepayment and adjustment as described above). The table below shows the estimated interest payments.

Date	Principal Payable ($)	Interest Payable ($)	Total ($)
2/1/2022			
8/1/2022			
…			
8/1/2029			
[To come]			

[[$3,000,000] Combined Utilities Revenue Bond, Series 2021A]

EXHIBIT C – Form of Requisition

[Date] _____

U.S. Bank National Association, as trustee
Regarding: Requisition under 2021
Trust Agreement for City of Mebane

RE: Request by the City of Mebane, North Carolina (the "City"), for disbursement of funds from a Project Fund created under a First Supplemental Trust Agreement dated as of September 1, 2021

To the Trustee:

Pursuant to the terms and conditions of the above-referenced Supplemental Agreement, the City authorizes and requests the disbursement of funds from the "Mebane 2021 Project Fund" established under that Supplemental Agreement for the costs described below. Capitalized terms used in this requisition and not otherwise defined have the meanings ascribed in the Supplemental Agreement.

This is requisition number _____ from the Project Fund.

Total Amount for Disbursement	
Payee	
Payee's address or wiring instructions	

The City makes this requisition pursuant to the following representations:

1. The purpose of this disbursement is for payment of Project Costs of the 2021 Project as provided for in the Trust Agreement.

2. The requested disbursement has not been subject to any previous requisition.

City of Mebane,
North Carolina

By: ***[Exhibit Form Only – Do Not Sign]***

Title: _____
City Representative

EXHIBIT D – Schedule of Payments on 2021 Bonds

Principal is payable in the amounts and on the dates as shown below, subject to redemption of Bonds as provided in this Supplemental Agreement. Interest is payable on the dates shown below.

Each 2021 Bond will bear interest from the date of its initial issuance and delivery by the Trustee to its initial Bondowner, until paid. Interest is calculated at the rates stated in Section 1.03. The schedule below shows the expected interest payment amounts. The City's obligation on each Payment Date is the amount shown above as the "total payment" for that date, subject to adjustment as provided in Sections 1.04 and 3.05.

Payment Date	***2021A Principal***	***2021A Interest***	***2021B Principal***	***2021B Interest***	***Total Payment***
2/1/2022					
8/1/2022					
[To come]					

AGENDA ITEM #6

Resolution for the Application of seeking State funding assistance through the Clean Water State Revolving Fund (CWSRF) for the WRRF expansion to 4.0 MGD

Presenter
Franz Holt, City Engineer

Public Hearing
Yes ☐ No ☒

Summary

Staff recommends Council approve the needed steps to apply for funding assistance through the State Clean Water State Revolving Fund for a proposed 1.5 MGD expansion of the WRRF from 2.5 MGD to 4.0 MGD. Attached is a resolution to be considered by Council for adoption which will allow the city to make application this fall round (application deadline is September 30th, 2021). Due to the amount of funding assistance needed for the project any funding shortfall is automatically considered in the subsequent funding cycle in the spring, 2022 (if initially awarded). Typical loans are a maximum $30 million with a 20 year payback period. The City of Mebane will be competing with other municipalities for this funding.

Background

The city has been operating under a 2010 preliminary engineering report which planned for a 0.5 MGD expansion of the WRRF to 3.0 MGD design capacity. In 2017, the City of Mebane partnered with the City of Graham and purchased capacity up to 0.75 MGD in the Graham WWTP increasing Mebane's sewer current capacity to 3.25 MGD. To better utilize this partnership agreement reroutes of wastewater to the Graham WWTP from the GKN pump station and Arbor Creek pump station (0.275 MGD) have been planned with the GKN project being approved for funding by Council. In addition, staff has previously indicated the need to start planning for the next WRRF expansion to 4 MGD. To avoid a continual process of permitting and expanding the WRRF over the next 5 years, we believe the best approach moving forward is to skip the 0.5 MGD WRRF expansion and move toward expanding the WRRF by 1.5 MGD to 4.0 MGD design capacity. Staff believes this expansion can be accomplished in a time frame that will provide the city with the ability to serve its current growth and for the next 15 to 20 years. In addition, staff has spoken with the State regarding seeking assistance through the Clean Water State Revolving Fund (CWSRF) to help fund this new project. This funding source is typically at low rates (less than 1.5%) for a 20 year payback period. The proposed expansion to 4.0 MGD is approximately $50 million. We anticipate that System Development Fees will be used to pay back a majority of the loan if awarded.

Financial Impact

If the full amount of the loan is approved we expect it to be over two funding cycles (this fall $30 million and next spring $17 million). It is proposed that the $47 million loan would cover construction costs and

engineering construction services. We anticipate the design of the expansion (approximately $3 million) being covered by ARPA funds ($2.5 million received with an expected additional amount next year).

Recommendation

Staff recommends adopting the resolution provided requesting State Clean Water State Revolving Fund assistance to fund the 1.5 MGD WRRF expansion project taking the design capacity from 2.5 MGD to 4.0 MGD.

Suggested Motion

Move to adopt the resolution provided requesting State Clean Water State Revolving Fund assistance to fund the proposed 1.5 MGD WRRF expansion project taking the design capacity from 2.5 MGD to 4.0 MGD.

Attachments

1. Resolution by Governing Body of Applicant

RESOLUTION BY GOVERNING BODY OF APPLICANT

WHEREAS, The Federal Clean Water Act Amendments of 1987 and the North Carolina the Water Infrastructure Act of 2005 (NCGS 159G) have authorized the making of loans and grants to aid eligible units of government in financing the cost of construction of wastewater system improvements, and

WHEREAS, The City of Mebane has need for and intends to construct a project to expand the capacity of its wastewater treatment facilities, and

WHEREAS, The City of Mebane intends to request State Clean Water State Revolving Fund (CWSRF) assistance for the project,

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

That City of Mebane, the **Applicant**, will arrange financing for all remaining costs of the project, if approved for a State Clean Water State Revolving Fund (CWSRF) award.

That the **Applicant** will adopt and place into effect on or before completion of the project a schedule of fees and charges and other available funds which will provide adequate funds for proper operation, maintenance, and administration of the system and the repayment of all principal and interest on the debt.

That the governing body of the **Applicant** agrees to include in the loan agreement a provision authorizing the State Treasurer, upon failure of the City of Mebane to make scheduled repayment of the loan, to withhold from the City of Mebane any State funds that would otherwise be distributed to the local government unit in an amount sufficient to pay all sums then due and payable to the State as a repayment of the loan.

That the **Applicant** will provide for efficient operation and maintenance of the project on completion of construction thereof. That City Manager, Chris Rollins, the **Authorized Official**, and successors so titled, is hereby authorized to execute and file an application on behalf of the **Applicant** with the State of North Carolina for a Clean Water State Revolving Fund (CWSRF) to aid in the construction of the project described above.

That City Manager, Chris Rollins, the City's **Authorized Official**, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project: to make the assurances as contained above; and to execute such other documents as may be required in connection with the application.

That the **Applicant** has substantially complied or will substantially comply with all Federal, State, and local laws, rules, regulations, and ordinances applicable to the project and to Federal and State grants and loans pertaining thereto.

Adopted this the 13th day of September, 2021 at Mebane, North Carolina.

_____

(Signature of Chief Executive Officer)

Ed Hooks, Mayor

_____

(Title)

CERTIFICATION BY RECORDING OFFICER

The undersigned duly qualified and acting City Clerk of the City of Mebane does hereby certify: That the above/attached resolution is a true and correct copy of the resolution authorizing the filing of an application with the State of North Carolina, as regularly adopted at a legally convened meeting of the City of Mebane, duly held on the__13th_ day of __September_, 2021; and, further, that such resolution has been fully recorded in the journal of proceedings and records in my office. IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 2021.

_____

Stephanie Shaw, City Clerk

AGENDA ITEM #7

Change Order No. 3 of the FY 2020-21 Street Repair and Resurfacing Contract

Presenter
Franz Holt, City Engineer

Public Hearing
Yes ☐ No ☒

Summary

After assessing Carolina Sunrock's work and good pricing, staff recommends extending their contract for resurfacing, patching, and crack sealing this fall 2021 (Change Order No. 3). The proposed work for Council consideration totals $332,240.00. to repair and pave 1.23 miles of 12 city streets; patch and crack seal 1.25 miles of city streets and crack seal 0.68 miles of city streets.

Background

Council awarded a contract to Carolina Sunrock, LLC at the December 2020 council meeting in the amount of $762,307.50. In January 2021, Council approved Change Order No. 1 in the amount of $250,600.00 to pave an additional 0.95 miles of City Streets. A second change order in the amount of $16,172.61 for additional pavement markings to comply with ADA requirements (funds provided from Bike/Ped 21-22 budget) and patching requested by public works at Planning/Building. The current contract amount is $1,029,080.11, contract work completed to date is $997,454.15; thus $31,625.96 remain in current PO's for the contract. Provisions within the original contract allow a 100% contract extension.

The street list was developed from the February 2020 Pavement Condition Survey performed by LaBella Associates, P.C. Copy of pages 1-5 of the PCR Ascending Order Street list are attached. We have highlighted work that has been completed and proposed for CO #3.

Financial Impact

Council has approved within the 21-22 budget $625,000.00. Approving a $332,240.00 change order will allow for a future contract to be bid and awarded during the January, 2021 meeting for approximately $300,000.00.

Recommendation

Staff recommends approving a change order (No. 3) in the amount of $332,240.00 with Carolina Sunrock, LLC to resurface, patch and crack seal the 3.16 miles of streets identified on the attached overall map and summary sheet.

Suggested Motion

Motion to approve Change Order No. 3 with Carolina Sunrock, LLC in the amount of $332,240.00 for the extension of the 2020-21 Street Repair and Resurfacing Contract.

Attachments

1. Change Order No. 3 Summary Sheet
2. CO #3 Overall Map
3. February 2020 PCR Ascending Order Street list

LaBella
Powered by partnership

PREVIOUSLY PAVED
PROP. RESURFACING CO#3
PROP. FDP & CRACK SEALING, CO #3
PROP. CRACK SEALING

City of Mebane

Note: This list does not include Concrete, Brick or Unpaved Streets.

Rating (PCR) Order Street Listing (Ascending)

								Inventory					Distress																				Results		
D	STREET	TP	CL	BLK	BEG DESC	END DESC	LEN	P	W	L	C	CT	S-L	S-R	AH	AN	AL	AM	AS	BK	RF	RT	RV	BL	RQ	PA	PCR	TOTAL COST	ACT-1	ACT-2
N	FIFTH	ST	B	600	GREEN PASTURE RD	E DILLARD ST	350	P	26	2	2	SC	C	N	2	5	0	0	5	S	N	N	N	N	L	N	16	$30,131.00	PM1.5+S	FDP
N	FIFTH	ST	B	500	E BROWN ST	GREEN PASTURE RD	641	P	26	2	2	SC	C	N	2	3	3	2	2	S	N	N	N	N	L	L	21	$49,170.00	PM1.5+S	FDP
	CORREGIDOR	ST	A	600	END MAINT	S THIRD ST	1943	P	33	3	2	SC	C	N	0	5	2	1	2	S	N	N	N	N	L	M	24	$137,355.00	PM1.5+S	FDP
	BLUE LAKE	DR	A	400	LARGE OAK LN	FIVE PINE CT	314	P	26	2	2	CR	C	N	0	3	0	0	7	L	N	N	N	N	L	N	26	$20,765.00	PM1.5	FDP
	SPRING FOREST	DR	B	148	WILLOWBROOK CT	CUL DE SAC	188	P	26	2	2	CR	C	N	0	3	0	0	7	L	N	N	N	N	L	N	26	$18,646.00	PM1.5	FDP
N	FIFTH	ST	B	700	E DILLARD ST	W SEBASTIAN CT	479	P	26	2	2	SC	C	N	0	5	2	1	2	S	N	N	N	N	L	N	34	$32,199.00	PM1.5+S	FDP
	FALCON	LN	A	101	S FIFTH ST & MEBANE OAKS	DEAD END	885	P	20	2	1	SC	P	N	0	5	2	0	3	M	N	N	N	N	L	M	35	$14,377.00	FDP	CS
	SKYVIEW	DR	A	1223	NEWBERRY RD	DAWN CT	677	P	26	2	2	CR	C	N	0	5	0	0	5	L	N	N	N	N	L	M	36	$38,447.00	PM1.5	FDP
S	FIRST	ST	A	101	W WASHINGTON ST	W HOLT ST	428	P	20	2	2	SC	P	C	0	4	3	2	1	S	N	N	N	N	L	N	36	$18,880.00	PM1.5+S	FDP
	NEAL	ST	A	601	N WILBA RD	WOODLAWN DR & N CHARL	335	P	20	2	0		N	N	0	4	0	0	6	L	N	N	N	N	L	N	36	$18,043.00	PM1.5	FDP
E	CRAWFORD	ST	A	101	N FOURTH ST	N FIFTH ST	381	P	20	2	0		N	N	0	3	3	2	2	M	N	N	N	N	L	L	36	$8,013.00	FDP	CS
E	LARAMIE	DR	A	100	LARAMIE CT	N NINTH ST	1482	P	28	2	2	SC	N	N	0	4	2	2	2	M	N	N	N	N	L	L	38	$32,258.00	FDP	CS
	BRIARWOOD	DR	A	1129	FIELDSTONE DR	TRAVERTINE CT	471	P	28	2	2	CR	C	N	0	7	0	1	2	S	N	N	N	N	L	N	39	$26,456.00	PM1.5+S	FDP
S	FOURTH	ST	A	601	CHG WIDTH	CUL DE SAC	415	P	26	2	2	CR	N	N	0	5	2	0	3	M	N	L	N	N	L	N	40	$7,022.00	FDP	CS
	SPRING FOREST	DR	B	100	MANN'S FARM RD	WILLOWBROOK CT	1100	P	26	2	2	CR	C	N	0	5	1	1	3	L	N	N	N	N	L	S	42	$78,046.00	PM1.5	FDP
	GILES	ST	A	201	W HOLT ST	W JACKSON ST	391	P	20	2	0		C	N	0	4	3	1	2	M	N	N	N	N	L	L	42	$6,391.00	FDP	CS
N	THIRD	ST	B	301	W RUFFIN ST	W GRAHAM ST	275	P	28	2	2	SC	C	N	0	5	2	1	2	M	N	N	N	N	L	L	44	$18,448.00	PM1.5	FDP
W	RUFFIN	ST	A	301	N SECOND ST	N FIRST ST	399	P	22	2	0		N	C	0	6	2	1	1	S	N	N	N	N	L	N	44	$16,978.00	PM1.5+S	FDP
N	CHARLES	ST	A	251	W CLAY ST	RUFFIN	272	P	22	2	0		C	N	0	6	2	1	1	S	N	N	N	N	L	N	44	$11,522.00	PM1.5+S	FDP
N	FOURTH	ST	A	300	E RUFFIN ST	W GRAHAM ST & E GRAHAM	275	P	20	2	0		C	N	0	6	2	1	1	S	N	N	N	N	L	N	44	$10,792.00	PM1.5+S	FDP
E	NEWBERRY	DR	A	1101	CUL DE SAC	HOLLY RIDGE LN	425	P	24	2	2	CR	C	C	0	4	1	1	4	L	N	N	N	N	L	N	47	$23,047.00	PM1.5	FDP
	BETHPAGE	DR	A	1301	MONTREUX CT	BIRKDALE CIR	351	P	24	2	2	CR	C	C	0	4	1	1	4	L	N	N	N	N	L	N	47	$19,032.00	PM1.5	FDP
	CIRCLE	DR	A	501	E JACKSON ST	E OAKWOOD ST	493	P	21	2	0		N	N	0	5	1	1	3	L	N	N	L	N	L	L	47	$9,275.00	FDP	
W	CRAWFORD	ST	A	301	N FIRST ST	N SECOND ST	424	P	20	2	0		N	N	0	8	0	1	1	S	N	N	N	N	L	N	49	$16,745.00	PM1.5+S	FDP
	FOUST	RD	B	101	S THIRD ST	SKYVIEW DR	642	P	21	2	0		C	N	0	6	0	0	4	L	N	N	L	N	L	N	50	$41,395.00	PM1.5	FDP
W	RUFFIN	ST	A	101	N FOURTH ST & E RUFFIN ST	N THIRD ST	549	P	20	2	0		N	N	0	7	2	0	1	S	N	N	N	N	L	N	50	$19,067.00	PM1.5+S	FDP
	BRIARWOOD	DR	A	200	BRIARWOOD CT	EDDIETON CT	623	P	28	2	2	CR	N	C	0	5	1	1	3	L	N	N	L	N	L	N	52	$11,713.00	FDP	

						Inventory		Distress																					Results		
D	STREET	TP	CL	BLK	BEG DESC	END DESC	LEN	P	W	L	C	CT	S-L	S-R	AH	AN	AL	AM	AS	BK	RF	RT	RV	BL	RQ	PA	PCR	TOTAL COST	ACT-1	ACT-2
	GREAT SMOKEY MOUNTAIN	DR	A	500	YOSIMITE CT	MT RANIER DR	414	P	26	2	2	CR	C	N	0	5	1	1	3	L	N	N	L	N	L	N	52	$7,791.00	FDP	
	STUART	DR	A	801	CUL DE SAC	STONEWALL DR	233	P	28	2	2	CR	C	N	0	6	1	1	2	M	N	N	N	N	L	N	52	$3,975.00	FDP	CS
W	CRAWFORD	ST	A	201	N SECOND ST	N THIRD ST	418	P	20	2	0		N	N	0	6	3	1	0	M	N	N	N	N	M	L	52	$2,844.00	FDP	CS
	FIELDSTONE	DR	A	1105	BRIARWOOD DR	COQUINA CT	827	P	28	2	2	CR	C	N	0	8	0	2	0	S	N	N	N	N	L	N	53	$42,527.00	PM1.5+S	FDP
	BRIARWOOD	DR	A	500	HUCKLEBERRY LOOP	FIELDSTONE DR	789	P	28	2	2	CR	C	N	0	8	0	2	0	S	N	N	N	N	L	N	53	$40,562.00	PM1.5+S	FDP
N	FOURTH	ST	A	601	W BROWN ST	END MAINT	610	P	20	2	0		N	N	0	5	1	0	4	L	N	N	N	N	L	N	53	$11,501.00	FDP	
	GREAT SMOKEY MOUNTAIN	DR	A	400	BIG BEND DR	EVERGLADES DR	466	P	26	2	2	CR	N	C	0	5	1	0	4	L	N	N	N	N	L	N	53	$8,798.00	FDP	
	BRIARWOOD	DR	A	300	EDDIETON CT	HUCKLEBERRY	388	P	28	2	2	CR	N	C	0	6	1	0	3	L	N	N	L	N	L	L	53	$5,512.00	FDP	
	FIELDSTONE	DR	A	0	S THIRD ST	QUARTER CREEK	216	P	28	2	2	SC	C	N	0	9	0	1	0	S	N	N	N	N	L	L	54	$10,079.00	PM1.5+S	FDP
	DEERFIELD	TC	A	530	MILLSTEAD DR	END MAINT	320	P	26	2	2	CR	C	N	0	6	2	0	2	M	N	N	N	N	L	N	55	$3,899.00	FDP	CS
N	FIFTH	ST	B	1000	KIT LN	PADDLE LN	341	P	26	2	2	CR	N	C	0	5	1	1	3	L	N	N	N	N	L	N	57	$24,207.00	PM1.5	FDP
	BLUE LAKE	DR	A	500	FIVE PINE CT	ASHBURY BLVD	561	P	26	2	2	CR	C	N	0	5	1	1	3	L	N	N	N	N	L	N	57	$10,600.00	FDP	
	MONTREUX	DR	A	1201	OLYMPIC DR	DEAD END	564	P	24	2	2	CR	C	C	0	5	1	1	3	L	N	N	N	N	L	N	57	$10,600.00	FDP	
	NEWCASTLE	RD	A	151	STONEHAM RD	DEAD END	475	P	28	2	2	CR	N	N	1	5	1	1	3	L	N	N	N	N	L	N	57	$8,957.00	FDP	
S	SECOND	ST	A	501	W MCKINLEY ST	W AUSTIN ST	331	P	20	2	0		N	C	0	5	1	1	3	L	N	N	N	N	L	N	57	$6,201.00	FDP	
	ST ANDREWS	DR	A	1324	BAYHILL CT	BAYHILL CT	58	P	34	2	2	CR	C	N	0	5	1	1	3	L	N	N	N	N	L	N	57	$1,113.00	FDP	
	ST ANDREWS	DR	A	1628	GENE SARAZEN DR	BEGIN ISLAND	758	P	16	2	2	CR	C	N	1	7	3	0	0	S	N	N	N	N	L	N	58	$18,198.00	PM1.5+S	
	OAKFIELD	TR	A	600	LAKE MICHAEL WAY	VILLAGE LAKE DR	902	P	26	2	2	CR	C	N	0	8	1	0	1	L	N	N	N	N	M	S	58	$13,361.00	SO	FDP
	SANDSTONE	CT	A	1101	BRIARWOOD DR	CIRCLE DR	79	P	79	2	2	CR	N	N	0	7	3	0	0	S	N	N	N	N	L	N	58	$9,356.00	PM1.5+S	
N	SECOND	ST	A	400	W GRAHAM ST	W CRAWFORD ST	534	P	26	2	2	SC	N	N	0	6	3	0	1	M	N	N	N	N	L	L	58	$4,010.00	FDP	CS
	BRIARWOOD	DR	A	1113	TRAVERTINE CT	CIRCLE DR	497	P	28	2	2	CR	C	N	0	9	0	1	0	S	N	N	N	N	L	N	59	$23,203.00	PM1.5+S	FDP
	BRIARWOOD	DR	A	1200	CIRCLE DR	FIELDSTONE DR	314	P	28	2	2	CR	C	N	0	9	0	1	0	S	N	N	N	N	L	N	59	$14,674.00	PM1.5+S	FDP
	FIELDSTONE	DR	A	1101	QUARTER CREEK	BRIARWOOD DR	310	P	28	2	2	SC	C	N	0	9	0	1	0	S	N	N	N	N	L	N	59	$14,498.00	PM1.5+S	FDP
	FIELDSTONE	DR	A	1201	COQUINA CT	BRIARWOOD DR	283	P	28	2	2	CR	C	N	0	9	0	1	0	S	N	N	N	N	L	N	59	$13,205.00	PM1.5+S	FDP
	COQUINA	CT	A	1101	FIELDSTONE DR	CUL DE SAC	217	P	28	2	2	CR	N	N	0	9	0	1	0	S	N	N	N	N	L	N	59	$10,119.00	PM1.5+S	FDP
	FIELDSTONE	DR	A	1051	QUARTER CREEK	QUARTER CREEK	202	P	28	2	2	SC	C	N	0	9	0	1	0	S	N	N	N	N	L	N	59	$9,432.00	PM1.5+S	FDP
	BRIARWOOD	DR	A	100	S THIRD ST	BRIARWOOD CT	615	P	28	2	2	CR	N	C	0	6	2	1	1	M	N	N	N	N	L	N	59	$7,647.00	FDP	CS
W	CLAY	ST	A	400	N WILBA RD	N CHARLES ST	554	P	22	2	1	MC	N	C	0	6	2	1	1	M	N	N	N	N	L	N	59	$6,480.00	FDP	CS
W	CRAWFORD	ST	A	101	N THIRD ST	N FOURTH ST	543	P	20	2	0		N	N	0	6	2	1	1	M	N	N	N	N	L	N	59	$6,235.00	FDP	CS
	FOUST	RD	B	109	SKYVIEW DR	S FIFTH ST	1164	P	21	2	0		C	N	0	5	2	0	3	L	N	N	N	N	L	N	60	$64,147.00	PM1.5	FDP
	ASHBURY	BL	A	100	W US 70 HWY	MOCKINGBIRD LN	1099	P	26	2	2	SC	N	C	0	5	3	2	0	M	N	N	N	N	L	N	60	$13,351.00	FDP	CS
	ST ANDREWS	DR	A	1332	GREAT SMOKEY MOUNTAIN	SAWGRASS CT	328	P	26	2	2	CR	C	N	0	8	2	0	0	S	N	N	N	N	L	N	60	$12,798.00	PM1.5+S	

| | | |

| | | | | | Inventory | | | | | | | | | | | | | | | | | | | | | | | | | | | Distress | | | | | | | | | | | | | | | | | | |

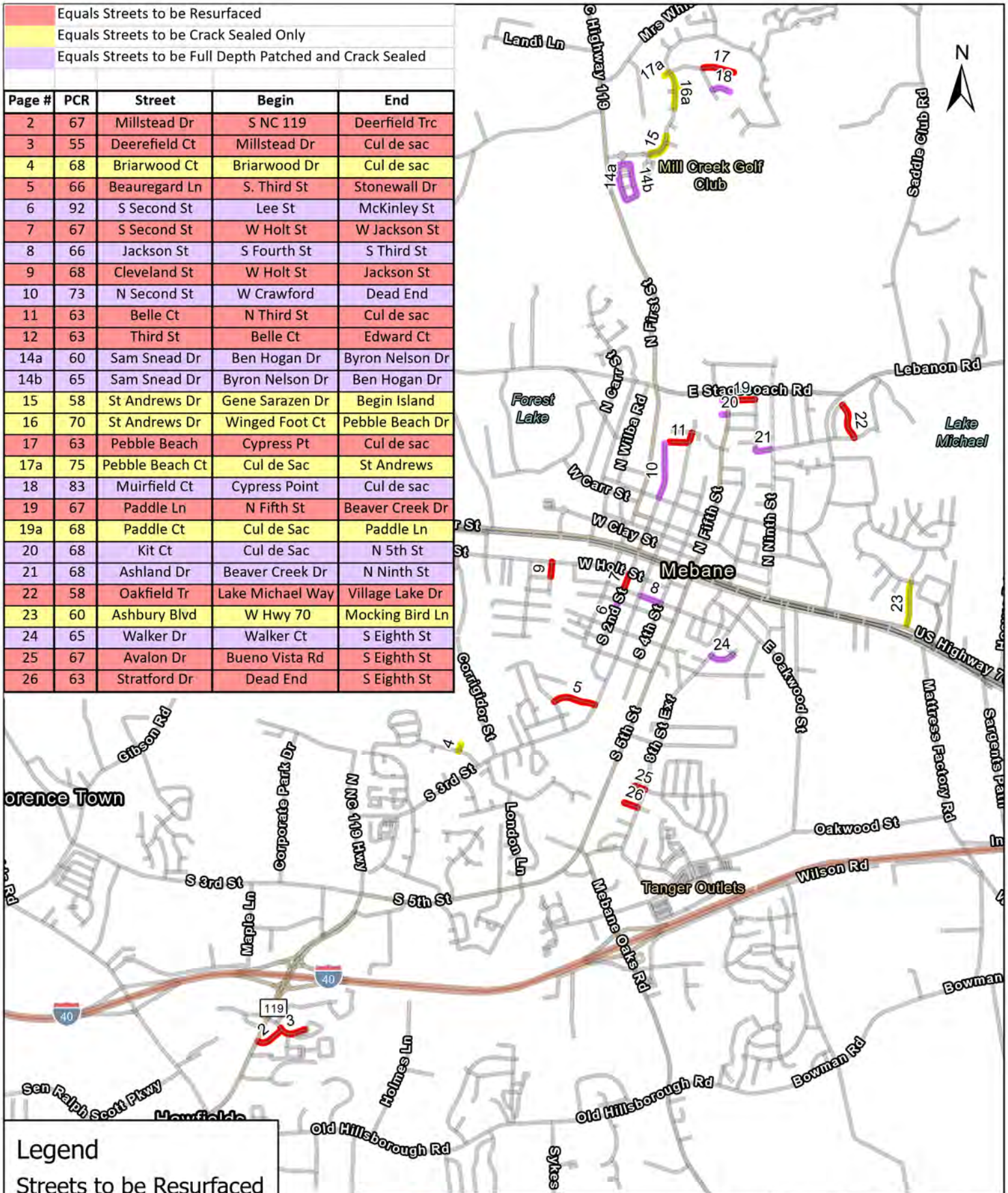
						Inventory								Distress															Results	
D	STREET	TP	CL	BLK	BEG DESC	END DESC	LEN	P	W	L	C	CT	S-L	S-R	AH	AN	AL	AM	AS	BK	RF	RT	RV	BL	RQ	PA	PCR	TOTAL COST	ACT-1	ACT-2
E	ASHLAND	DR	A	801	OVERLAND CT	LAKE MICHAEL WAY & LEBA	399	P	26	2	2	SC	N	N	0	6	2	1	1	L	N	N	N	N	L	N	74	$3,816.00	FDP	
	GILES	ST	A	306	W LEE ST	VANCE ST	364	P	20	2	0		N	C	0	6	2	1	1	L	N	N	N	N	L	N	74	$3,392.00	FDP	
	BEAVER CREEK	DR	A	700	KIT LN	PADDLE LN	338	P	26	2	2	CR	C	N	0	8	0	0	2	L	N	N	N	N	L	N	75	$3,180.00	FDP	
	CATES	DR	A	301	END ISLAND	TURNBERRY DR	407	P	26	2	2	CR	P	N	0	8	2	0	0	M	N	N	N	N	L	N	75	$1,117.00	CS	
N	FOURTH	ST	A	401	W GRAHAM ST & E GRAHAM	E CRAWFORD ST	526	P	20	2	0		N	N	0	8	2	0	0	M	N	N	N	N	L	N	75	$1,111.00	CS	
E	BROWN	ST	B	201	N FIFTH ST	N SIXTH ST	439	P	21	2	0		N	N	0	8	2	0	0	M	N	N	N	N	L	N	75	$973.00	CS	
N	FIFTH	ST	A	200	E CLAY ST	E RUFFIN ST	265	P	32	2	1	VC	C	N	0	8	2	0	0	M	N	N	N	N	L	N	75	$895.00	CS	
N	SEVENTH	ST	A	100	E CENTER ST	E CLAY ST	274	P	28	2	2	SC	C	N	0	8	2	0	0	M	N	N	N	N	L	N	75	$809.00	CS	
	OVERLAND	CT	A	101	N OVERLAND DR	CUL DE SAC	181	P	26	2	2	CR	N	N	0	8	2	0	0	M	N	N	N	N	L	N	75	$497.00	CS	
	SAM SNEAD	DR	A	111	SAM SNEAD	BYRON NELSON DR	139	P	26	2	2	CR	C	N	0	8	2	0	0	M	N	N	N	N	L	N	75	$382.00	CS	
	PEBBLE BEACH	CT	A	100	CUL DE SAC	PEBBLE BEACH DR & ST AN	118	P	26	2	2	CR	N	N	0	8	2	0	0	M	N	N	N	N	L	N	75	$324.00	CS	
	WALKER	CT	A	201	WALKER DR	CUL DE SAC	102	P	21	2	1	SC	N	N	0	8	2	0	0	M	N	N	N	N	L	N	75	$226.00	CS	
	BIRKDALE	DR	A	1100	GIBSON RD	BIRKDALE CIR	1066	P	24	2	2	CR	P	C	0	7	1	1	1	L	N	N	N	N	L	N	77	$10,070.00	FDP	
	COLONIAL	WY	A	101	ST ANDREWS DR	WENTWORTH CIR	703	P	26	2	2	CR	N	C	0	7	1	1	1	L	N	N	N	N	L	N	77	$6,572.00	FDP	
N	NINTH	ST	B	651	HUNTERS RUN	E ASHLAND DR	326	P	21	2	0		C	N	0	7	1	1	1	L	N	N	N	N	L	N	77	$6,148.00	FDP	
	HUNTERS	RN	A	601	N NINTH ST	DEER PATH RN	620	P	26	2	2	SC	N	N	1	7	1	1	1	L	N	N	N	N	L	N	77	$5,830.00	FDP	
E	ASHLAND	DR	A	601	N NINTH ST	N OAKLAND DR	578	P	26	2	2	SC	N	N	0	7	1	1	1	L	N	N	N	N	L	N	77	$5,406.00	FDP	
W	MCKINLEY	ST	A	101	E MCKINLEY ST & S FOURTH	S THIRD ST	545	P	20	2	0		N	N	0	7	1	1	1	L	N	N	N	N	L	N	77	$5,088.00	FDP	
	ST ANDREWS	DR	A	1328	BAYHILL CT	GREAT SMOKEY MOUNTAIN	443	P	26	2	2	CR	C	N	0	7	1	1	1	L	N	N	N	N	L	N	77	$4,134.00	FDP	
	MT RANIER	DR	A	700	GREAT SMOKEY MOUNTAIN	EVERGLADES DR	414	P	26	2	2	CR	C	N	0	7	1	1	1	L	N	N	N	N	L	N	77	$3,922.00	FDP	
W	MCKINLEY	ST	A	600	END PVMT	GILES ST	417	P	18	2	0		N	N	0	7	1	1	1	L	N	N	N	N	L	N	77	$3,922.00	FDP	
	BUCKINGHAM	DR	A	201	S EIGHTH ST	DEAD END	398	P	21	2	0		N	N	0	7	1	1	1	L	N	N	N	N	L	N	77	$3,710.00	FDP	
	HARBOUR TOWN	CT	A	101	ST ANDREWS DR	CUL DE SAC	366	P	26	2	2	CR	N	N	0	7	1	1	1	L	N	N	N	N	L	N	77	$3,392.00	FDP	
S	SECOND	ST	A	601	AUSTIN PECK TR	W ROOSEVELT ST	318	P	20	2	0		N	C	0	7	1	1	1	L	N	N	N	N	L	N	77	$2,968.00	FDP	
	EVERGLADES	DR	A	600	MT RAINIER	CUL DE SAC	316	P	26	2	2	CR	N	N	0	7	1	1	1	L	N	N	N	N	L	N	77	$2,968.00	FDP	
	STONEWALL	DR	A	501	HILL LN	CUL DE SAC	289	P	28	2	2	CR	N	C	0	7	1	1	1	L	N	N	N	N	L	N	77	$2,756.00	FDP	
	CREEKS EDGE	DR	A	100	CUL DE SAC	HUNTERS RUN	204	P	26	2	2	SC	N	N	0	7	1	1	1	L	N	N	N	N	L	N	77	$1,908.00	FDP	
	FORESTWOOD	DR	A	113	FORESTWOOD CT	DEAD END	168	P	28	2	2	SC	N	N	1	7	1	1	1	L	N	N	N	N	L	N	77	$1,590.00	FDP	
	WESTMINSTER	CT	A	101	EMERSON DR	CUL DE SAC	168	P	28	2	2	CR	N	N	0	7	1	1	1	L	N	N	N	N	L	N	77	$1,590.00	FDP	
N	WILBA	RD	A	501	W CRAWFORD ST	VINE ST	380	P	20	2	0		N	N	0	8	1	0	1	L	L	N	N	N	L	N	78	$1,802.00	FDP	
	WELSFORD	PL	A	101	NEWCASTLE RD	CUL DE SAC	209	P	28	2	2	CR	N	N	0	8	1	0	1	L	N	N	N	N	L	L	78	$1,007.00	FDP	
	DORAL	CT	A	401	TURNBERRY DR	CUL DE SAC	254	P	26	2	2	CR	N	N	0	9	1	0	0	M	N	N	N	N	L	N	78	$697.00	CS	

Equals Streets to be Resurfaced

Equals Streets to be Crack Sealed Only

Equals Streets to be Full Depth Patched and Crack Sealed

Page #	PCR	Street	Begin	End
2	67	Millstead Dr	S NC 119	Deerfield Trc
3	55	Deerefield Ct	Millstead Dr	Cul de sac
4	68	Briarwood Ct	Briarwood Dr	Cul de sac
5	66	Beauregard Ln	S. Third St	Stonewall Dr
6	92	S Second St	Lee St	McKinley St
7	67	S Second St	W Holt St	W Jackson St
8	66	Jackson St	S Fourth St	S Third St
9	68	Cleveland St	W Holt St	Jackson St
10	73	N Second St	W Crawford	Dead End
11	63	Belle Ct	N Third St	Cul de sac
12	63	Third St	Belle Ct	Edward Ct
14a	60	Sam Snead Dr	Ben Hogan Dr	Byron Nelson Dr
14b	65	Sam Snead Dr	Byron Nelson Dr	Ben Hogan Dr
15	58	St Andrews Dr	Gene Sarazen Dr	Begin Island
16	70	St Andrews Dr	Winged Foot Ct	Pebble Beach Dr
17	63	Pebble Beach	Cypress Pt	Cul de sac
17a	75	Pebble Beach Ct	Cul de Sac	St Andrews
18	83	Muirfield Ct	Cypress Point	Cul de sac
19	67	Paddle Ln	N Fifth St	Beaver Creek Dr
19a	68	Paddle Ct	Cul de Sac	Paddle Ln
20	68	Kit Ct	Cul de Sac	N 5th St
21	68	Ashland Dr	Beaver Creek Dr	N Ninth St
22	58	Oakfield Tr	Lake Michael Way	Village Lake Dr
23	60	Ashbury Blvd	W Hwy 70	Mocking Bird Ln
24	65	Walker Dr	Walker Ct	S Eighth St
25	67	Avalon Dr	Bueno Vista Rd	S Eighth St
26	63	Stratford Dr	Dead End	S Eighth St



Legend

Streets to be Resurfaced

Work Type

- Resurface
- CS Only
- FDP & CS

CITY OF MEBANE

Overall Map

Scale: 1" = 3,000'

Drawn By: JBP

Checked By: MDR

Path: T:\2020\20099 City of Mebane - 2020-21 Street Repair Resurfacing\2021-2022 Resurfacing\GIS\2021-22 Resurfacing Maps.aprx

Date: 8/16/21

Sheet: 1 of 26

CHANGE ORDER NO. 3 SUMMARY

Proposed Patching and Resurfacing List

Map No.	PCR	Street Name	From	To	Length
25	67	Avalon Dr	Bueno Vista Rd	S Eighth St	253
5	66	Beauregard Ln	S. Third St	Stonewall Dr	1,019
11	63	Belle Ct	N Third St	Cul de sac	417
9	68	Cleveland St	W Holt St	Jackson St	352
3	55	Deerefield Ct	Millstead Dr	Cul de sac	631
2	67	Millstead Dr	S NC 119	Deerfield Trc	660
22	58	Oakfield Tr	Lake Michael Way	Village Lake Dr	873
19	67	Paddle Ln	N Fifth St	Beaver Creek Dr	628
17	63	Pebble Beach	Cypress Pt	Cul de sac	772
7	67	S Second St	W Holt St	W Jackson St	377
26	63	Stratford Dr	Dead End	S Eighth St	324
12	63	Third St	Belle Ct	Edward Ct	168
				Estimated Length (LF)	6,474
				Estimated Cost	291,000

Proposed Full Depth Patching and Crack Sealing List

Map No.	PCR	Street Name	From	To	Length
21	68	Ashland Dr	Beaver Creek Dr	N Ninth St	387
8	66	Jackson St	S Fourth St	S Third St	499
20	68	Kit Ct	Cul de Sac	N Fifth St	136
18	83	Muirfield Ct	Cypress Point	Cul de sac	442
14a	60	Sam Snead Dr	Ben Hogan Dr	Byron Nelson Dr	996
14b	65	Sam Snead Dr	Byron Nelson Dr	Ben Hogan Dr	1,196
10	73	N Second St	W Crawford	Dead End	1,756
6	92	S Second St	Lee St	McKinley St	600
24	65	Walker Dr	Walker Ct	S Eighth St	583
				Estimated Length (LF)	6,595
				Estimated Cost	57,000

Proposed Crack Sealing Only List

Map No.	PCR	Street Name	From	To	Length
23	60	Ashbury Blvd	W Hwy 70	Mocking Bird Ln	987
4	68	Briarwood Ct	Briarwood Dr	Cul de sac	183
20	68	Paddle Ct	Cul de Sac	Paddle Ln	109
17a	75	Pebble Beach Ct	Cul de Sac	St Andrews	91
15	58	St Andrews Dr	Gene Sarazen Dr	Begin Island	1,303
16	70	St Andrews Dr	Winged Foot Ct.	Pebble Beach Dr	907
				Estimated Length (LF)	3,580
				Estimated Cost	16,200

Change Order No. 3 Estimated Cost	364,200
Current Contract Fund Balance	(31,960)
Proposed CO #3 Amount	332,240

Mebane Fire Dept. Monthly Report

		July		Year to Date		% Change from 2020
Structural Response						
Totals		**24**		**199**		**54%**
Average Personnel Per Response		**9**		**10**		
Average Volunteer Response		**2**		**3**		
Non Structural Responses						
Totals		**79**		**440**		**15%**
Total Fire Response		**103**		**639**		**25%**
Location (Year to Date)		**North**		**South**		
Total Number/Precentage		**293/46%**		**346/54%**		
		North		**South**		
Average Fire Response Time		**4:48**		**5:51**		
Precentage of Calls Inside City		**49%**		**56%**		
Precentage of Calls Outside City		**34%**		**30%**		
Precentage of Calls for Mutual Aid		**17%**		**14%**		
EMT Response		**176**		**1050**		**10%**
Location (Year to Date)		**North**		**South**		
Total Number/ Precentage		**486/46%**		**564/54%**		
CPS Seats Checked		**19**		**90**		
Views on Fire Safety Facebook Posts		**0**		**1371**		
Smoke Alarms Checked/Installed		**6**		**36**		
Station Tours/Programs		**7**		**13**		
# of Participants		**177**		**601**		
Events Conducted/Attended		**1**		**7**		

Planning Board
Minutes to the Meeting
August 9, 2021
6:30 p.m.

The Planning Board meeting was held at the Glendel Stephenson Municipal Building located at 106 E. Washington Street, Mebane, NC 27302 and livestreamed via YouTube. The video can be accessed through the following link: https://www.youtube.com/watch?v=9qOPIue29PI

Members Present: Chairman Edward Tulauskas, Lori Oakley, Gale Pettiford, Kurt Pearson, Keith Hoover, Kevin Brouwer, Larry Teague

Also Present: Audrey Vogel, Planner; Cy Stober, Development Director; Kirk Montgomery, IT Director

1. **Call to Order**
   At 6:30 p.m. Chairman Edward Tulauskas called the meeting to order.

2. **Swearing-in of reappointed members Kurt Pearson and Larry Teague**
   Stephanie Shaw, City Clerk, swore in Kurt Pearson and Larry Teague to take their oaths for their new terms as members of the Planning Board.

3. **Election of Officers**
   Cy Stober explained that the Planning Board elects two members of the board to serve as chair and vice chair on an annual basis. Staff did not receive any nominations prior to the meeting.

   Kurt Pearson made a motion to nominate current officers, Edward Tulauskas as Chair and Judy Taylor as Vice Chair. Larry Teague seconded the motion. The motion passed unanimously.

4. **Approval of July 19, 2021 Minutes**
   Lori Oakley made a motion to approve the July 19 meeting minutes. Kevin Brouwer seconded the motion, which passed unanimously.

5. **City Council Actions Update**
   Cy Stober, Development Director, provided an update on the City Council's recent action at the August City Council meeting,

6. **Proposed amendment to the Flood Hazard Overlay District (FHO) in accordance with the Federal Emergency Management Agency Letter of Map Revision (LOMR) Case Number 21-04-0010P that revises the extent of the floodplain along the northern bank of the Lake Michael Tributary (FIRM #370390, Panel #9825, Suffix #L), effective July 15, 2021.**

Cy Stober presented the proposed amendment, summarizing the FEMA FIRM amendment process. Cy Stober explained that will bring the proposed amendment is necessary to bring the City's official Zoning Map into consistency with the revised FIRM. Josh Johnson, P.E. of Alley, Williams, Carmen, & King was in attendance and available to answer any technical questions.

Kevin Brouwer made a motion to the amendments to the City of Mebane Unified Development Ordinance and Zoning Map as presented and that the amendments are consistent with the objectives and policies for growth and development in the Comprehensive Land Development Plan Mebane By Design and are required by State and Federal law. Kurt Pearson seconded the motion, which passed unanimously. Cy Stober commented that the request will go before the City Council at the public hearing scheduled for September 13.

7. **Request to establish R-8(CD) zoning on three (3) properties totaling +/- 25.58 acres located at 900, 1002 & 1010 Ben Wilson Road (PINs 9824434841, 9824435349 & 9824435147) outside of the Extra-Territorial Jurisdiction (ETJ) in Orange County for a residential cluster development of 147 townhomes by Ben Wilson Rd, LLC**

   Staff presented the above application from Ben Wilson Rd, LLC. The Planning staff has reviewed the request for harmony with the zoning of the surrounding area and consistency with the City's adopted plans and recommends approval. The Technical Review Committee (TRC) has reviewed the site plan and the applicant has revised the plan to reflect the comments. The initial request was presented to the Planning Board on June 14, 2021, and received a recommendation for denial due to concerns about density and insufficient parking. The request has since been revised to increase the amount of parking so that a waiver is no longer required, and the number of townhome units has decreased from 161 to 147.

   Audrey Vogel provided a brief overview and PowerPoint of the request.

   The applicant, James Parker of Ben Wilson Rd, LLC, 320 Executive Court, Hillsborough, NC 27278, provided a presentation of the request and site plan. Mr. Parker primarily discussed the site plan revisions since its initial presentation in June: additional parking and landscaping of parking areas.

   Larry Teague expressed concern that there aren't enough turn lanes to accommodate traffic volumes coming to and from Mebane Oaks Road. Mr. Parker responded that the TIA warranted one turn lane, which is provided at the northern entrance to the site.

   Larry Teague asked if Orange County had any farmland protection requirements that would need to be considered in converting farmland into townhomes. Cy Stober responded that the City of Mebane does not have any type of farmland protection agreements with Orange County nor Alamance County.

   Lori Oakley thanked the applicant for the consideration of her concerns raised at the June 2021 Planning Board meeting, noting that the plan surpasses minimum parking requirements. Ms. Oakley also noted that while she would have liked to see lower density, perhaps R-12, but was pleased to see

that they reduced the density from the previous request. Larry Teague echoed Lori Oakley's remarks. Mr. Parker responded that the parking waiver request for the previous site plan was not intentional and concurred that sufficient parking is important.

Lori Oakley made a motion to approve the request to establish R-8 CD zoning as presented. Larry Teague seconded the motion which passed unanimously. Chairman Tulauskas confirmed that the request will go before the Mebane City Council at the September 13th public hearing.

8. **Request to rezone the +/- 0.343-acre property addressed 702 Vance Street (PIN 9815730196), from B-3 to R-12 to allow for a single-family detached home by VGG Holdings LLC, c/o Peter Gitto**

Staff presented the above general rezoning request. The Planning staff has reviewed the general rezoning request for harmony with the zoning of the surrounding area and consistency with the City's adopted plans and recommends approval.

Audrey Vogel provided a brief overview and PowerPoint of the request. The applicant Peter Gitto of VGG Holdings LLC, 7720 Basset Hall Court, Raleigh, NC 27616 approached the podium to answer questions from the Planning Board.

Two members from the public began to ask Pete what he intended to build on the property and why a rezoning was necessary. Chairman Tulauskas asked the members of the public to share their names and addresses for the record and to hold their questions until after the Planning Board addressed Mr. Gitto.

Lori Oakley asked if staff or the applicant knew why the property was zoned for business use in the first place. Mr. Gitto explained his process to get an exclusion determination, as the property was previously recognized by Alamance County and the City as a single property with split-zoning (R-20 and B-3 zoning) but had historically existed as two lots. Cy Stober clarified that the original recorded plats and historic deeds demonstrated that the properties were recorded as individual lots and never legally recombined, and the applicant provided the evidence of this property history and was issued a Certificate of Exclusion, per Article 7, Section 2 of the Unified Development Ordinance. As such, Cy Stober approved an exempt subdivision plat for the subject B-3 property and adjacent R-20 property in March 2021 per the exclusion determination. Cy Stober also added that he did not know why the subject had B-3 zoning, as there are not records for some of the older parcels of land in the city. Mr. Stober also clarified that residential uses are not a permitted use in the B-3 Neighborhood Business zoning district.

Kurt Pearson asked about the second lot referenced. Cy Stober clarified that the subject property and the adjacent property to the west of the site, 704 Vance Street, had originally been recognized as a single lot and had been recently subdivided per the exclusion determination process discussed above. This adjacent property is zoned R-20 and the applicant has already submitted a permit application to build a single family home.

Larry Teague clarified that the applicant intends to build two homes, one on the 704 Vance St property with residential zoning and one on the subject 702 Vance Street property pending rezoning approval.

Lori Oakley commented that she initially wondered why R-12 was being requested over R-20 zoning but understood that the subject property did not conform to the minimum lot area of the R-20 zoning district. Cy Stober confirmed that she was correct.

Kurt Pearson commented that there appeared to be quite a few non-conforming lots in this area of Mebane. Cy Stober responded that there are numerous non-conforming lots in the older parts of Mebane. Planning staff has not brought forth an initiative to propose rezoning to bring all lots into conformance at this time as it would be an enormous undertaking.

At this time Chairman Tulauskas invited members of the public to provide comments and ask questions.

Mitchell Graves, 706 Vance Street, expressed concern that two-story dwellings are too large for the size of the lots and would not align with the character of the neighborhood.

Kurt Pearson responded that the lot is nearly 15,000 square feet which really isn't very small and is larger than a typical R-12 lot size. He also noted that as a general rezoning request, the Board is only evaluating the setbacks and other density and dimensional requirements of the proposed use, but the design of the proposed use is a separate issue. Cy Stober added that North Carolina General Statue does not permit cities to regulate the architectural character of single-family residents, such as number of stories, square footage, and appearance, unless there is a historic district or overlay in place.

Kurt Pearson asked Mr. Graves if that helped clarify that the Planning Board does not have purview to dictate what the applicant builds on the lot. Mr. Graves responded that he understood but wanted the Board to hear his concern about neighborhood change and the impact of the proposed rezoning on the character of the neighborhood.

Phillip McAdoo, 408 Giles Street, raised concerns about drainage issues referring to another home that Mr. Gitto is building on Roosevelt Street. Mr. Gitto responded that he would go check out the site if drainage issues were persisting, but that he added a drainage pipe to fix the issues Mr. McAdoo was referring to. Mr. Gitto explained that the drainage issues in that area are because the public right-of-way does not have an adequate drainage system, but he would continue working on improve the drainage at the site.

Mr. McAdoo asked what was the reason for him and his neighbors attending the meeting other than changing the zoning of the property? Cy Stober responded that North Carolina general statutes and the local ordinance require a public hearing which will be held September 13th at 6 pm before the Mebane City Council. Mr. Stober added that any decisions made at the planning board meeting

tonight are recommendations to the City Council, which holds the authority to make decisions on rezonings. The hearing will be advertised per state and local requirements including the posting of the property, an advertisement in the local paper and the notification of all neighboring property owners within 300 feet the subject property. Mr. Stober added that the Planning Board meeting gives the public an opportunity to speak in favor or in opposition or ask questions regarding the rezoning request.

Carmen Bradsher commented that she did not live in the area but owned property there (she did not specify her address). Ms. Bradsher asked if the proposed rezoning from neighborhood business to residential would apply to the surrounding properties in the area, and if a resident that ran a daycare in the area would still be able to continue that use? Chairman Tulauskas clarified that the rezoning request only applied to the one subject property 702 Vance Street, and it would not impact the daycare business. Ms. Bradsher expressed concerns about the impact of the new home on the taxes in the area and the potential for gentrification.

Omega Wilson, Co-founder of the West End Revitalization (WERA), explained that he represents an environmental justice organization that owns two properties on the east side of Vance and Giles Street. Mr. Wilson explained that the properties in the neighborhood are historically owned by African Americans and the lots are irregular in part because the streets were not built by the City until after zoning was established. Mr. Wilson commented that the City's planning and zoning processes that impact environmental justice communities, such as West End, should formally take into the consideration the population of African American, indigenous people, and/or latinos that live in those communities. Mr. Wilson also informed the Planning Board about an environmental justice mapping project that WERA and the City are working on under the guidance of the Federal Government.

Tom Boney of Alamance News asked for some clarification about the location of the WERA owned properties relative to subject property and the Mebane City limits. Mr. Wilson clarified that the subject property and the properties on Giles that he referenced are located within City Limits since they were annexed some 30 years ago.

Rodney Graves commented that he used to live on Vance Street and owns vacant property on Giles Street. Mr. Graves shared the history of the subject property, which was paid for by a soldier killed in action during World War II and family that worked for years at the Kingsdown factory. Mr. Graves expressed disagreement with the development of the property by someone without any ties to the community or deep history of the neighborhood.

Kurt Pearson asked if the majority of those in attendance that disagree with the rezoning request are homeowners of residential properties. The audience replied with a unanimous "yes." Kurt Pearson indicated that the plot plan for the proposed home on the subject property clearly meets all of the setback requirements for the request R-12 zoning district, with side setback distances in excess. Mr. Pearson asked what could be built on the property under its current B-3 Neighborhood Business

Zoning? Lori Oakley responded that she looked at the Table of Permitted Uses in Article 4 of the UDO which includes laundromat, library, bank, barbershop, and carwash. Ms. Oakley added that as its currently zoned the property owner could build a laundromat on the property as a by-right use without any public notification or public hearing. Ms. Oakley and Mr. Pearson concurred that single-family residential zoning would allow for a more compatible use of the property due to the residential nature of the neighborhood.

Mitchell Graves, 706 Vance St, commented that he did not have an issue with the proposed residential use, but did have concerns about density. Chairman Tulauskas responded that R-12 is a relatively low-density zoning district compared to some of the properties zoned R-8 in the area. A woman in the audience added that they are asking for the developer to respect the neighbors in the area, and that they don't have an issue with the property being developed but they do have an issue with what is going to be built. Kurt Pearson responded that the Board does not have the power to regulate that, and if the residential rezoning is approved it will be up to the applicant to choose what to build provided that it meets the development requirements. Mr. Pearson suggested that the applicant and the residents of the area sit down and talk as neighbors about Mr. Gitto's plans for the property.

Kurt Pearson made a motion to approve the R-12 rezoning request as presented. Keith Hoover seconded the motion which passed unanimously. Kurt Pearson and Cy Stober clarified that there will be an opportunity to attend the City Council public hearing which will held on September 13th at 6:00 pm. Cy Stober added that the property will continue to be posted, the hearing will be advertised in the local papers and the surrounding property owners will received a letter.

9. New Business

Audrey Vogel notified the Board that the September Planning Board meeting will be held on September 20th which is pushed back one week due to the Labor Day holiday.

10. Adjournment

There being no further business, the meeting was adjourned at 7:25 p.m.