



Council Meeting Agenda
June 5, 2023
6:00PM

1. Call to Order..... Mayor Ed Hooks
2. Invocation Pastor Sammy Ballard, FBC Mebane
3. Resolutions Mayor
 - a. Designation of July as Parks and Recreation Month
 - b. Recognition of Mike Harris
4. Public Comments..... Mayor
5. Consent Agenda..... Mayor
 - a. Approval of Minutes-
 - i. April 17, 2023 Special Meeting- Budget Work Session
 - ii. May 1, 2023- Regular Meeting
 - b. Orange County Transit Agreement
 - c. Reapproval- Final Plat- Cameron Lane Dedication
 - d. FY 2022-23 Budget Ordinance Amendment
6. Public Hearings-
 - a. Rezoning- 3S Investments, LLC- First Source
Equipment Rental from R-20 to B-2 Ashley Ownbey, Development Director
 - b. Special Use Permit (*Quasi-Judicial*)- 3S Investments, LLC-
First Source Equipment Rental to allow the use of Equipment
Rental & Leasing (with Outside Storage)..... Ms. Ownbey
 - c. Ordinance to Extend the Corporate Limits-
Voluntary Contiguous Annexation-
Hendon Tiller Mebane 3.0, LLC- Tractor Supply Lawson Brown, City Attorney
 - d. Street Closing Order- Douglas Street Mr. Brown
 - e. Unified Development Ordinance- Phase 2 Amendments Ms. Ownbey
 - f. FY 2023-24 Budget Ordinance &
2024-2028 Capital Improvement Plan (CIP)Chris Rollins, City Manager
7. Revised NCIC Transload Rail Facility..... Mr. Brown
8. Acceptance of Excess Land from NCDOT Mr. Brown
9. Downtown Exterior Improvement Grant Awards Ms. Ownbey
10. Planning Board Appointments Ms. Ownbey
11. Racial Equity Advisory Committee (REAC)
Appointments Beatrice Hunter, HR Director and REAC Staff Liaison
12. Adjournment..... Mayor



OFFICE OF THE MAYOR

Designation of July as Park and Recreation Month

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

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

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

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

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

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

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

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

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

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

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

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

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

Signed, sealed and delivered this 5th day of June, 2023.

Ed Hooks, Mayor



**A RESOLUTION HONORING MIKE HARRIS FOR HIS OUTSTANDING SERVICE
TO THE COMMUNITY OF MEBANE AND ALAMANCE COUNTY**

WHEREAS, Mike Harris began his service with the Mebane Fire Department in January of 1993; and

WHEREAS, during his 30 years of dedicated volunteer service with the Mebane Fire Department, not only has he spent countless hours training for and responding to emergency calls, he has also served in important leadership roles on the department's Executive Board as Treasurer and as a Volunteer Captain; and

WHEREAS, in 2016 Mike established Mebane Fire Department's Junior Firefighter program and has served as lead advisory for the program for 7 years, tirelessly devoting his time working with the youth in the Mebane community, training them on fire and emergency medical skills, while helping them learn responsibility and team building skills; and

WHEREAS, under Mike's guidance, several junior firefighters have become volunteer firefighters in the area with a few becoming career firefighters, two of which are currently serving in the Mebane Fire Department; and

WHEREAS, in 2016, Mike was selected to receive the prestigious Gregg Hinson Firefighter of the Year award which is voted on by the volunteer and career firefighters of the Mebane Fire Department and speaks volumes to Mike's dedication and good character; and

WHEREAS, in addition to Mike's service to the Mebane Fire Department, he is also actively involved with the Habitat for Humanity of Alamance (HFHA), serving as a member of the Core Construction Team leading volunteers to build quality and affordable homes for families in need; and

WHEREAS, Mike's employer, Canfor Corporation, recently selected Mike as one of two winners, one from the United States and one from Canada, for their 2022 Community Builder Award for outstanding volunteerism. As a winner, he will receive \$5,000 to donate to a charitable organization of his choice, which he chose to be HFHA.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Mebane expresses its deepest gratitude and appreciation to Mike Harris for his more than 30 years of dedicated service to the Mebane Fire Department, citizens of Mebane and the entire community of Alamance County, North Carolina and we extend our sincerest congratulations on his recent award.

Adopted this 5th day of June, 2023.

Ed Hooks, Mayor



The Mebane City Council met for a Special Meeting at 1:30 p.m. on Thursday, April 17, 2023 in the back conference area of the Glendel Stephenson Municipal Building located at 106 E. Washington Street for the purpose of a budget work session.

Councilmembers Present:

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

Also Present:

Chris Rollins, City Manager
Preston Mitchell, Assistant City Manager
Lawson Brown, City Attorney
Daphna Schwartz, Finance Director
Stephanie Shaw, City Clerk

This meeting was live streamed on YouTube: <https://www.youtube.com/watch?v=W3dLDRRim4k>

Mayor Hooks called the meeting to order at 1:30pm. Mr. Rollins gave opening remarks and then began the budget presentation via the attached PowerPoint, speaking to the current economic factors; specifically, inflation, supply chain issues, Federal funding/small pool of contractors and rising cost of borrowing money.

Ms. Schwartz gave an overview of the General Fund slides beginning with a summary of the departmental requests and capital improvement requests.

There was considerable discussion between staff and Council regarding the revenue neutral calculations and tax impact.

Ms. Schwartz continued the presentation over viewing slides regarding the revenue neutral estimates and bridging the (budget) gap, highlighting several capital projects that are currently not shown in the budget. Mr. Rollins added that staff will be working to bring the gap together; there will be a need to budget some fund balance as has been done for decades and it is possible that a little more may be needed from the tax rate, over revenue neutral. He spoke about the many capital projects that are needed, including the additional parking lot at the new Community Park and a new roof on the Mebane Arts & Community Center building.

Mr. Mitchell overviewed the Utility Fund slides beginning with a summary of the departmental requests and capital improvement requests. He continued with an overview of the revenue estimates and proposed rate increases for water and sewer fees. Additionally, he shared a water and sewer rates comparison graph which included rates from surrounding municipalities.

There was considerable discussion among Council and staff regarding the water and sewer rates and the proposed rate increase.

Mr. Mitchell continued the presentation over viewing the slide regarding the Capital Reserve Fund. Mr. Rollins gave an explanation about System Development Fees.

Ms. Swartz gave an overview of the slide for General Fund Capital Project Ordinances currently in existence, the Cates Farm Park and the Lake Michael Dam Spillway. Additionally, she over viewed the slide for Utility Fund Capital Project Ordinances, the Water Resource Recovery Facility (WRRF) renovation and the WRRF expansion, the Elevated Water Storage Tank and the GKN Pump Station Re-Route.

There was discussion among staff and Council regarding the funding and timeline for the WRRF renovations and expansion and the elevated water storage tank.

Mr. Rollins stated that the next steps would be staff balancing the budget, making the hard decisions about what will be cut and what will be left in and keeping the tax and utility services rates as low as possible. The City Manager's recommended budget will be presented at the May 1st Council meeting with the budget public hearing to be set for the June 5th Council meeting for the adoption of the Budget Ordinance.

No formal action was taken. There being no further business, the meeting was adjourned at 3:13 p.m.

ATTEST:

Stephanie W. Shaw

Ed Hooks, Mayor



Budget Work Session

APRIL 17, 2023



Economic Factors

- Inflation – 12-month percentage change from February 2022 to February 2023 is 6.4% for the South Atlantic Region.
- Supply chain issues
- Federal funding/small pool of contractors
- Rising cost of borrowing



General Fund Budget Summary

FY23-24



Summary of Department Requests

FY23-24 Department Requests

Department	FY23-24 Requests
Council	\$ 71,870.00
Administration	1,445,195
Finance	784,186
IT	1,688,832
Economic Development	920,214
Police	7,148,304
Fire	6,308,929
Planning	579,036
Inspections	997,544
Engineering	460,000
Public Works	3,770,105
Public Facilities	1,321,819
Sanitation	2,912,463
Recreation	3,811,134
Non-Departmental	2,985,464
Total Requests	\$ 35,205,095

Previous Adopted Budgets (including Fund Balance Appropriation)

FY23-23 \$28,276,326 (\$2.2M)

FY21-22 \$25,445,340 (\$1.9M)

FY20-21 \$22,015,000 (\$1.8M)

FY19-20 \$21,192,300 (\$1.5M)

FY18-19 \$19,607,000 (\$1.8M)



CAPITAL IMPROVEMENT REQUESTS

Department	Project	FY23-24
IT	Fiber Installation	\$ 95,702
IT	Redundant Servers	43,500
Police	Vehicles (3 new, 3 replacement)	413,058
Fire	Replace Fire Engine w/Quint	1,400,000
Fire	Fire Prevention Vehicle	50,000
Fire	ATV Rescue Vehicle	30,654
Public Works	CAT 304 Mini Hydraulic Excavator	90,200
Public Works	New Fleet Services office and foyer	145,200
Public Works/Sanitation	Service trucks (5) (replacement)	333,000
Public Works	Plow Package (4)	40,000
Public Works	Sidewalk - Crawford St. from N. First St. to N. 2nd St. construction and engineering inspection	137,000
Public Works	Sidewalk - S. Eighth St. to Fifth St. Park via Arrowhead Villas construction and engineering inspection	55,000
Public Works	Multi-use path - Third Street to Fifth Street Connector	60,500
Public Works	Sidewalk - Third Ext. from Corporate Park Dr. to Augusta Dr. easement maps and purchases	32,500
Public Works	NC 119 Wayfinding entrance signs	100,000
Public Works	New fuel station and pumps	97,000

Department	Project	FY23-24
Public Facilities	John Deere Gator with Spray tank	30,500
Sanitation	Sidearm Garbage Truck	363,000
Sanitation	Knuckle boom Truck	204,000
Sanitation	Dump Truck - 4X2 (single axle) 2 replacements	324,300
Sanitation	Trailer leaf vacuum system	124,200
Parks & Rec	Back Entrance Parking Lot @ Community Park	480,000
Parks & Rec	Lake Michael Connector (along Lebanon)	375,000
Parks & Rec	MACC Roof Restoration	295,000
Parks & Rec	Lake Michael Building Removal of Current Building	50,000
Parks & Rec	Gym Floor @ Old Rec (replacement)	160,000
Parks & Rec	Lake Trails	55,900
	Total General Fund CIP	\$5,585,214



REVENUE NEUTRAL CALCULATION

	Estimates 2022-2023*	Growth	Reval Estimates FY23-24	Estimate with Appeals	Tax Revenue (Real)	Tax Revenue RMV
Real Property	2,087,988,181	7.5%	2,244,580,761	\$ 3,433,582,498	\$ 13,683,510	\$ 746,395.76
Non-RMV Personal Property	546,738,550	4.7%	572,666,209	\$ 572,666,209	99.6%	99.6%
Utility	29,404,917	-3.6%	28,348,569	\$ 28,348,569	\$ 13,628,776	\$ 743,410.17
RMV Property	200,838,130	8.6%	218,202,651	218,202,651		
Total	2,864,969,778		3,063,798,191	\$ 4,252,799,928	4,218,464,103	
Tax Rate	0.4700			0.3192		
Revenue	\$ 13,465,358			\$ 13,465,358		
* Based on current year estimates				Average Growth Rate	7.16%	
2021-2022 (OC revaluation 1/1/2021)	2,654,716,052			Revenue Neutral Tax Rate	0.3421	
2022-2023	2,864,969,778					
minus annexations				Projected Revenue	\$ 14,429,906	\$ 14,372,186
Parcel 9834445110 6086 West Ten Rd.				Additional Dollars from 2022-2023	\$ 964,548	
Buckhorn Industrial Park	(1,089,900)					
Parcel 160091 UPS	(472,230)					
Parcel 163553 PIN 9814132469 Bhavans Group LLC	(647,634)					
Parcel 172976 Venn Hillsborough LLC	(470,600)					
Parcel 9825498941 Lebanon Road 3 LLC	(858,005)					
Parcel 9824434841 GG Havenstone Limited Partnership	(189,327)					
Parcel 172714 Chick-Fil-A Supply LLC	(9,901,217)					
Parcel 166704 Land Management 1st Inc	(17,425)					
Parcels Various Buckhorn Industrial II LLC	(4,812,900)					
Parcel 160321 Duke University Health System (tax exemp	(71,250)					
Parcel 168933 (Alamance) 9825381359 (OC)						
9825286476 (OC) 168937 Alamance BC Stagecoach LLC	(377,920.00)					
Parcel 167482 Summit Church	(764,814.00)					
Parcel 9844452283 Sandra Clark	(18,653.00)					
Parcel 9825410961 Espitia Properties	(92,000.00)					
Parcel 160376 160314 and Crow Holdings	(307,756.00)					
Total Annexations	(20,091,631)					
2022-2023 (minus annexations)	2,844,878,147	7.16%				



TAX IMPACT

Revenue Neutral Impact

- 2017
 - Median home value = \$127,610
 - \$0.47/\$100 tax rate
 - Taxes = \$599.77
- 2023
 - Median home value = \$229,698
 - \$0.3421/\$100 tax rate
 - Taxes = \$785.80
- Increase of \$186.03

Impact of a one cent increase

Cent Increases		Tax Impact
\$	0.01	\$ 421,613
	0.02	841,772
	0.03	1,261,931



REVENUES

REVENUE NEUTRAL ESTIMATES

Property Taxes	\$ 13,629,117
Sales Tax	6,290,000
Utility Franchise Tax	1,124,100
Other Property Tax	777,429
Fire District Tax	550,801
Powell Bill Allocation	503,000
Sanitation User Fees	575,508
Permits and Fees	1,919,910
All Other Revenues	1,345,230
Total Revenues	\$ 26,715,095

POSITIONS ADDED WITHOUT A TAX INCREASE

FY22-23: 8 full-time positions and 3 reclassified positions

FY21-22: 10 full-time positions and 3 reclassifications

FY20-21 -No positions were added due to COVID.



BRIDGING THE GAP

- The budget does not include any funding for Fire Station #4, the Holt Street Greenway, or the Transload Facility.
- Debt payments for the Lake Michael Spillway are not included because payments will likely not begin until FY24-25.
- The deficit with no tax increase, fund balance appropriation or debt proceeds is (\$8,490,000) with capital requests over \$24,999 totaling \$5,585,214.



Utility Fund Budget Summary

FY23-24



Summary of Department Requests

FY23-24 Department Requests

Department	FY23-24 Requests
Administration & Metering	\$ 1,613,720
Utilities	6,426,058
Engineering	285,000
Water Resource Recovery Facility	3,351,742
Non-Departmental	1,503,768
Total Requests	\$ 13,180,288

Previous Adopted Budgets (including Fund Balance Appropriation)

FY22-23 \$10,054,333 (\$1.2 M)

FY21-22 \$10,378,152 (\$1.6M)

FY20-21 \$8,546,000 (\$1.9M)

FY19-20 \$8,006,250 (\$1.5M)

FY18-19 \$8,173,390 (\$1.8M)



CAPITAL IMPROVEMENT REQUESTS

Department	Project	FY23-24
Administration & Metering	Meters	\$ 180,000
Utilities	Trucks 2 replacements	112,000.00
Utilities	Sewer Jetter	136,818.00
Utilities	Air Compressor	25,000.00
Utilities	Rock Quarry Rd. Loop	959,375.00
Utilities	2" Galvanized Water Line Replacement Engineering (Phase I)	50,000.00
Utilities	GE Pump Station Re-build (Phase I)	50,000.00
Utilities	Third Street Outfall	50,000.00
Utilities	Water Rehab	38,000.00
Utilities	Utility Oversizing	150,000.00
Utilities	City of Graham Water Plant Capital	200,000.00
Water Resource Recovery Facility	Roof Repair Thickener Building	40,000.00
Water Resource Recovery Facility	City of Graham Treatment Plant Capital	669,081.00
	Total Utility Fund CIP	\$ 2,660,274



REQUESTED POSITIONS

Department	Requested Position	Salary & Benefits	Non-salary costs FY23-24	Non-salary costs future years	Total Cost FY23-24
Utilities	Maintenance Technician	\$ 66,952	\$ 2,764	\$ 1,632	\$ 69,716
Utilities	Meter & Sampling Supervisor	108,408	2,764	1,632	111,172
WRRF	Laboratory Technician	77,290	800	500	78,090
WRRF	Wastewater Treatment Plant Operator	84,090	1,760	1,460	85,850
	Total Cost FY23-24				\$ 344,828



REVENUE ESTIMATES

Water Utility Fees*	\$ 4,433,731
Sewer Utility Fees*	4,327,398
All Other Revenues	811,520
Total Revenues	\$ 9,572,649
* Fees include a 6% increase.	
The gap between requested expenditures and estimated revenues is (\$3,607,639).	

Rate Increases

FY22-23: 6% for water & sewer

FY21-22: 10% for water & sewer

FY20-21: No increase due to
COVID

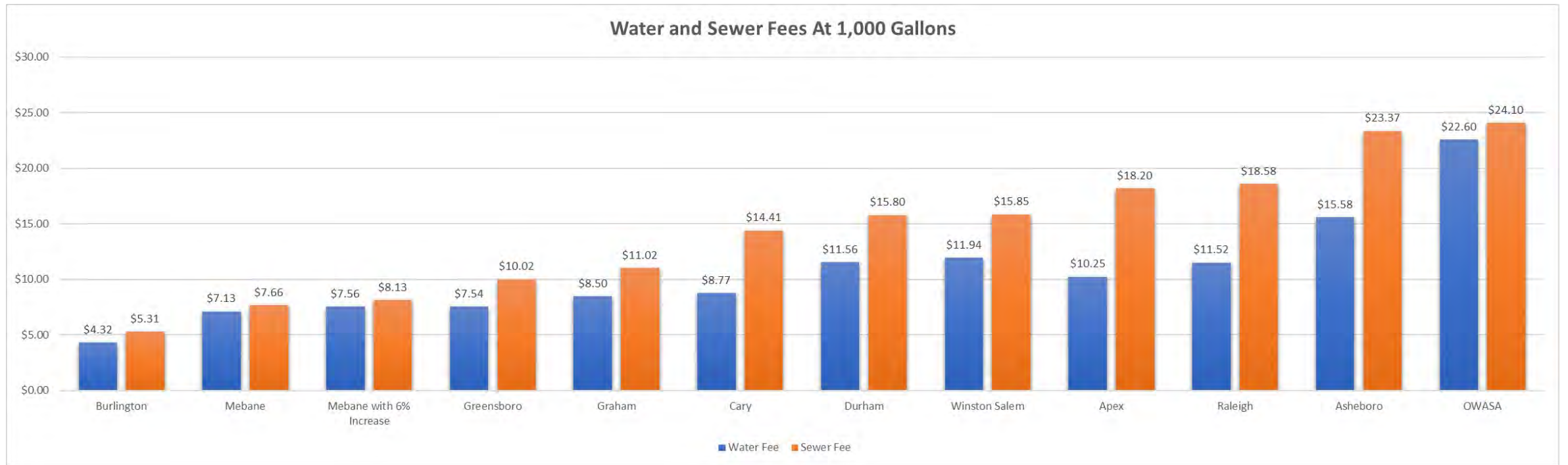


RATE CHANGES

Water & Sewer Rates	
Inside water (per 1,000 gallon)	\$7.13 \$7.56
Inside sewer (per 1,000 gallon)	\$7.66 \$8.12
Outside water (per 1,000 gallon)	\$14.26 \$15.12
Outside sewer (per 1,000 gallon)	\$15.30 \$16.24



RATE COMPARISONS





Capital Reserve Fund

FY23-24



CAPITAL RESERVE FUND SUMMARY

Estimated Revenues

• System Development Fees – Water	\$500,000
• System Development Fees - Sewer	\$1,170,000
• Interest Earnings	<u>\$3,000</u>
Total	\$1,673,000

Additional Information

- There are no planned transfers at this time.
- The current fund balance is \$3,702,258.
- The current year's revenue is \$1,475,671.



Capital Project Ordinances



GENERAL FUND CAPITAL PROJECT ORDINANCES

CATES FARM PARK

Current Budget	\$1,377,809
Expenditures	<u>\$253,690</u>
Remaining Budget	\$1,124,119

LAKE MICHAEL DAM SPILLWAY

Current Budget	\$908,240
Expenditures	<u>\$271,673</u>
Remaining Budget	\$636,567

Estimated total project cost is
\$4,402,835 as of April 7, 2023.



UTILITY FUND CAPITAL PROJECT ORDINANCES

WATER RESOURCE RECOVERY FACILITY(WRRF) RENOVATION

Current Budget	\$8,951,942
Expenditures	<u>\$5,711,390</u>
Remaining Budget	\$3,240,552

WRRF EXPANSION

Current Budget	\$15,725,000
Expenditures	<u>\$2,421,061</u>
Remaining Budget	\$13,303,939

Estimate total project cost is \$63,000,000 per an estimate provided last month.



UTILITY FUND CAPITAL PROJECT ORDINANCES

ELEVATED STORAGE TANK

Current Budget	\$7,081,200
Expenditures	<u>\$67,621</u>
Remaining Budget	\$7,013,579

GKN PUMP STATION RE-ROUTE

Current Budget	\$1,853,159
Expenditures	<u>\$35,874</u>
Remaining Budget	\$1,817,285

Estimated total project cost is \$7,025,000 as of April 11, 2023.



Questions?



The Mebane City Council met for its regular monthly meeting at 6:00 p.m., Monday, May 1, 2023 in the Council Chambers of the Glendel Stephenson Municipal Building located at 106 E. Washington Street.

Councilmembers Present:

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

Also Present:

Chris Rollins, City Manager
Preston Mitchell, Assistant City Manager
Lawson Brown, City Attorney
Stephanie Shaw, City Clerk
Ashely Ownbey, Development Director

Mayor Hooks called the meeting to order and called for a moment of silence.

Mayor Hooks read aloud a proclamation observing May as National Historic Preservation Month.

During the Public Comment Period, Colin Cannell, 717 S. Fifth Street, Mebane, spoke regarding the Transload Facility item on the agenda for Council's consideration. He stated while he is a huge supporter of this idea, he does have some concerns. He said he would like Council to not only be thinking about the risks of failure but also the risks of success. He shared information regarding a similar, yet larger facility, that was built near Rocky Mount in 2021 which has caused traffic blocking issues in that area. He urged the Council to be cautious of the risks involved and to do whatever is necessary to ensure this facility does not become a traffic blocking issue in years to come, like the facility in Rocky Mount.

Also, during the Public Comment Period, Steve Krans, resident of 101 W. Crawford Street, Mebane, as well as, President of Destination Downtown, DMDC Vice President and downtown Mebane restaurant owner, thanked Council and City staff, specifically Recreation and Parks, for their support and collaborative efforts to make this year's Lantern Festival event at Lake Michael a huge success. He also mentioned that at a future meeting, the DMDC hopes to present, for Council's consideration, a social district plan for downtown Mebane.

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

- a. Approval of Minutes-
 - i. March 30, 2023 Special Meeting- Budget Work Session
 - ii. April 3, 2023 Regular Meeting
- b. Annexation Petition- Hendon Tiller Mebane 3.0, LLC- Tractor Supply
- c. ARP Grant Ordinance Amendment 2
- d. Final Plat- Buckhorn Business Centre, Ph. 2
- e. Fina Plat- Stagecoach, Ph. 2
- f. Reapproval Final Plat- Tupelo Junction, Ph. 2

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

Item b.

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

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

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

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

Section 1. A public hearing on the question of annexation of the area described herein will be held at the Glendel Stephenson Municipal Building at 6:00 p.m. on June 5, 2023.

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

BEGINNING AT A 5/8" REBAR IN THE SOUTHEAST INTERSECTION OF THE R/W OF FOREST OAKS LANE (S.R.2210) AND WILSON ROAD;THENCE WITH THE EASTERN R/W OF WILSON ROAD S21°37'12"W A DISTANCE OF 44.99'TO A 5/8"REBAR; THENCE A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 105.66', WITH A RADIUS OF 661.50', WITH A CHORD BEARING OF S 10°04'48" E, WITH A CHORD LENGTH OF 105.55',TO A 5/8"REBAR;THENCE WITH A COMPOUND CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 44.74', WITH A RADIUS OF 170.00', WITH A CHORD BEARING OF S 22°56'01" E, WITH A CHORD LENGTH OF 44.61',TO A 5/8"REBAR; THENCE WITH A REVERSE CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 24.89', WITH A RADIUS OF 230.00', WITH A CHORD BEARING OF S 27°22'21" E, WITH A CHORD LENGTH OF 24.88',TO A 5/8"REBAR;THENCE S 24°16'19" E A DISTANCE OF 166.62'TO A 5/8"REBAR; THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 5.60', WITH A RADIUS OF 170.00', WITH A CHORD BEARING OF S 25°12'56" E, WITH A CHORD LENGTH OF 5.60',TO A POINT;THENCE S 26°09'33" E A DISTANCE OF 146.64'TO A 5/8"REBAR; THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 73.08', WITH A RADIUS OF 270.00', WITH A CHORD BEARING OF S 33°54'46" E, WITH A CHORD LENGTH OF 72.85',TO A 5/8"REBAR IN THE NORTH PROPERTY OF ROGER SHIELDS; THENCE LEAVING SAID R/W OF WILSON ROAD WITH SAID ROGER SHIELDS N 70°32'22" E A DISTANCE OF 389.46'TO A 1/2" EIP IN THE WESTERN LINE OF CHARLES AND HILDA AVERITT; THENCE WITH SAID AVERITT, CHRISTINE S. SHROPSHIRE TRUST, AND JARED ROSS SCHUMANN N 04°00'21" W A DISTANCE OF 496.97'TO A 1/2"EIP IN THE SOUTHERN R/W OF SAID S.R.2210; THENCE WITH SAID S.R.2210 S 82°51'43" W A DISTANCE OF 543.60'TO A 5/8"REBAR; WHICH IS THE POINT OF BEGINNING, HAVING AN AREA OF 6.19 ACRES (0.010 SQ. MILES) AND BEING ALL OF LOTS 4-6 OF MAJOR SUBDIVISION FOR HENDON TILLER MEBANE 3.0, LLC ALSO BEING TOTAL ANNEXATION AREA AS SHOWN ON PLAT OF SURVEY ENTITLED "FINAL PLAT: CITY OF MEBANE CORPORATE LIMITS EXTENSION CONTIGUOUS VOLUNTARY ANNEXATION" PREPARED BY R.S. JONES & ASSOCIATES, INC. DATED MARCH 27, 2023.

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

Ed Hooks, Mayor

ATTEST:

Stephanie W. Shaw, City Clerk

Item c.

**Grant Project Ordinance for the City of Mebane American Rescue Plan Act of 2021:
Coronavirus State and Local Fiscal Recovery Funds- Amendment 2**

BE IT ORDAINED by the city council of the City of Mebane, North Carolina that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following grant project ordinance is hereby amended on May 1, 2023:

Section 1: This ordinance is to establish a budget for a project to be funded by the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319 American Rescue Plan Act of 2021 (CSLFRF). The City of Mebane has received the first tranche in the amount of \$2,591,329 of CSLFRF funds. The total allocation is \$5,182,658, with the remainder to be distributed to the city within 12 months. These funds may be used for the following categories of expenditures, to the extent authorized by state law.

1. Support public health expenditures, by funding COVID-19 mitigation efforts, medical expenses, behavioral healthcare, and certain public health and safety staff;

2. Address negative economic impacts caused by the public health emergency, including economic harms to workers, households, small businesses, impacted industries, and the public sector;
3. Replace lost public sector revenue, using this funding to provide government services to the extent of the reduction in revenue experienced due to the pandemic;
4. Provide premium pay for essential workers, offering additional support to those who have borne and will bear the greatest health risks because of their service in critical infrastructure sectors; and,
5. Invest in water, sewer, and broadband infrastructure, making necessary investments to improve access to clean drinking water, support vital wastewater and stormwater infrastructure, and to expand access to broadband internet.

Section 2: The City has elected to take the standard allowance, as authorized by 31 CFR Part 35.6(d)(1) and expend all its ARP/CSLFRF funds for the provision of government services.

Section 3: The following amounts are appropriated for the project and authorized for expenditure:

Internal Project Code	Project	Expenditure Category	Cost Object	Appropriation of CSLFRF Funds
0001	Administration and Metering Services for period of March 3, 2021 through March 31, 2022 (reimbursement)	6.1	Salaries	\$46,973
			Benefits	\$22,565
0002	Utilities Services for period of March 3, 2021 through March 31, 2022 (reimbursement)	6.1	Salaries	\$644,239
			Benefits	\$294,753
0003	Waste Water Treatment Plant Services for period of March 3, 2021 through March 31, 2022 (reimbursement)	6.1	Salaries	\$459,271
			Benefits	\$185,082
0004	Administration and Metering Services for period of April 1, 2022 through December 31, 2024	6.1	Salaries	\$66,674
			Benefits	\$33,954
0005	Utilities Services for period of April 1, 2022 through December 31, 2024	6.1	Salaries	\$1,395,384
			Benefits	\$691,280
0006	Waste Water Treatment Plant Services for period of April 1, 2022 through December 31, 2024	6.1	Salaries	\$923,100
			Benefits	\$419,383
		Total:		\$5,182,658

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

CSLFRF Funds:	\$5,182,658
Utility Fund Transfer:	\$0
Total:	\$5,182,658

Section 5: The Finance Director is hereby directed to maintain sufficient specific detailed accounting records to satisfy the requirements of the grantor agency and the grant agreements, including payroll documentation and effort certifications, in accordance with 2 CFR 200.430 & 2 CFR 200.431 and the City's Uniform Guidance Allowable Costs and Cost Principles Policy.

Section 6: The Finance Director is hereby directed to report the financial status of the project to the governing board on a quarterly basis.

Section 7: Copies of this grant project ordinance shall be furnished to the Budget Officer, the Finance Director and to the Clerk to the City Council.

Section 8: This grant project ordinance is effective as of March 3, 2021 and expires on December 31, 2026, or when all the CSLFRF funds have been obligated and expended by the City, whichever occurs sooner

David Putnam, Senior Director of Economic Development, Alamance Chamber, presented a request for approval of financial support from the City of Mebane for the proposed NCIC Transload Rail Facility to be located on Lake Latham Rd. The request is for \$300,843 to support one-half of a project shortfall. \$2,600,000 was appropriated to the City of Mebane in 2021-2022 FY Certified Budget by the Appropriations Committee. Mr. Putnam highlighted the following Transload Rail key points:

- Planning began in 2015
- Managed by a non-profit that will own, operate, and maintain the facility
- Keep costs low to enhance access and utilization
- Add to Mebane & Alamance's competitive advantage for industry growth
- Total Cost: \$3,201,686
 - \$2,600,000 Grant
 - \$300,843* County of Alamance
 - \$300,843* City of Mebane

Mr. Putnam shared a preliminary rendering of the proposed site plan for the facility.

There was discussion regarding the logistics of the project. Mr. Rollins stated that there have been discussions with NCDOT about extending the road that was originally built as a construction entrance for Airgas which would then tie into the cul-de-sac that directly comes off of Hwy 119. Paving that road from corner to corner would improve that intersection and allow the transload traffic to have a direct connection over to Hwy 119 and would avoid truck traffic on Lake Latham Road, Gibson Road and Holt Street.

Mr. Putnam shared a brief overview of the transload process and a list of items that could be transloaded/shipped. Mr. Ewing questioned how the City could ensure that no hazardous materials would be shipped through this facility. Mr. Mitchell said pending approval tonight, the nonprofit organization would have to submit for a Special Use Permit with the City and those types of items would be addressed at that time. Mr. White asked if this property is inside the City limits and if it is not, would they have to be annexed. Mr. Putnam stated it is not in the City and yes, they would need to be annexed. Mr. Putnam shared a few potential industry users of the facility such as Jabil, UPI and Ferraro Foods.

Mr. Brown shared an overview of the agreement. He shared that the Alamance County Commissioners unanimously approved the agreement at its second meeting in April, 2023.

Ms. Schwartz presented a request for approval of a Grant Project Ordinance related to the Transload Facility. She stated that the City has received the \$2,600,000 from the State and Council approval of a Grant Project Ordinance is needed in order to move that amount from the General Fund to the Grant Project Ordinance Fund. Also, approval of a Budget Ordinance Amendment is needed to move the \$300,843 fund balance into the Grant Project Ordinance Fund.

Mr. White made a motion, seconded by Mr. Ewing, to approve the Grant Project Ordinance and related FY22-23 Budget Amendment Ordinance. The motion carried unanimously.

Grant Project Ordinance for the City of Mebane Transload Funds

BE IT ORDAINED by the city council of the City of Mebane, North Carolina that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following grant project ordinance is hereby created on April 3, 2023:

Section 1: This ordinance is to establish a budget for a project to be funded by the North Carolina Operations Appropriations Act, Session Law (S.L.) 2021-180, as amended by S.L. 2021-189 and by the City of Mebane and Alamance County. The City of Mebane has received the total State allocation of \$2,600,000. The City of Mebane and Alamance County will each contribute \$300,843 to the project. The funds total \$3,201,686 and are to be used for a new transload facility.

Section 2: The City has elected to take the standard allowance, as authorized by 31 CFR Part 35.6(d)(1) and expend all its ARP/CSLFRF funds for the provision of government services.

Section 3: The following amounts are appropriated for the project and authorized for expenditure:

Appropriation	Budget Amount
Professional Services	
<i>Design/Preconstruction Services</i>	\$ 134,314
<i>General Conditions</i>	\$ 165,469
<i>General Requirements</i>	\$ 48,643
<i>Permits</i>	\$ 11,700
Professional Services Total	\$ 360,126
Varied Services	
<i>Plumbing</i>	\$ 1,376
<i>Electrical</i>	\$ 13,764
<i>Earthwork/Grading/Storm Drainage</i>	\$ 836,853
<i>Paving/Curb & Gutter</i>	\$ 528,339
<i>Site Concrete</i>	\$ 62,049
<i>Fencing</i>	\$ 55,949
<i>Landscaping & Irrigation</i>	\$ 42,606
<i>Railroad steel & rail ties</i>	\$ 862,349
<i>Real Estate Acquisition</i>	\$ 438,275
Varied Services Total	\$ 2,841,560
Total Grant Project Budget	\$ 3,201,686

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

State Funds:	\$2,600,000
City of Mebane Funds:	300,843
Alamance County Funds:	300,843
Total:	\$3,201,686

Section 5: The Finance Director is hereby directed to maintain sufficient specific detailed accounting records to satisfy the requirements of the grantor agency and the grant agreements.

Section 6: The Finance Director is hereby directed to report the financial status of the project to the governing board on a quarterly basis.

Section 7: Copies of this grant project ordinance shall be furnished to the Budget Officer, the Finance Director and to the Clerk to the City Council.

Section 8: This grant project ordinance is effective as of April 3, 2023 and expires when all the funds have been obligated and expended by the City, whichever occurs sooner.

BE IT ORDAINED by the Council of the City of Mebane that the Budget Ordinance for the Fiscal Year beginning July 1 2022 as duly adopted on June 6, 2022, is hereby amended as follows:

ARTICLE I

APPROPRIATIONS	Current Budget	Change	Revised Budget
General Fund - Non-Departmental	\$ 4,293,228	\$ 2,900,843	\$ 7,194,071

ARTICLE II

REVENUES	Current Budget	Change	Revised Budget
General Fund - All Other Revenues	\$ 980,785	\$ 2,600,000	\$ 3,580,785
General Fund - Appropriated Fund Balance	\$ 5,278,608	\$ 300,843	\$ 5,579,451

This the 3rd day of April, 2023.

A Public Hearing was held on a request from the City’s Planning staff to amend portions of Article 6 of the Unified Development Ordinance (UDO). Ms. Ownbey presented the request via PowerPoint. She explained that consideration of the amendments is planned for two City Council meetings. The information is being initially presented at tonight’s meeting, with formal action on the amendments to follow at the June 5, 2023 meeting. The proposed amendments are the second phase of updates to the UDO and focus on minimum parking standards and the sign ordinance. Green Heron Consulting, LLC, assisted staff in updating the sign ordinance. Ms. Ownbey gave an overview of the project’s schedule as follows:

Public Input:

December 2021: Open House & Information Session

January – February 2022: Online surveys

Phase 1:

May 2022: Recommendation by Planning Board

June – July 2022: Mebane City Council Action

Phase 2:

March 2023: Re-engage with an open house; First presentation to Planning Board

April 2023: Recommendation by Planning Board

May – June 2023: Presentation and action by City Council

Phase 3:

To follow Phase 2 with largely minor revisions

Ms. Ownbey continued the presentation with a detailed overview of the proposed Phase 2 amendments, specifically, a new set of sign standards, and new parking and stacking requirements. There was discussion among Council and staff throughout the presentation. Council requested the following revisions:

- Minor change to the definition of “mural.”
- No change to the current parking standard for two-bedroom apartments.
- Revision to only allow freestanding pole signs within 400’ of the interstate.

There was discussion regarding existing signs that would be considered non-conforming if the new sign requirements are adopted. Staff stated that existing signs would be “grand-fathered” in and would not have to meet the requirements unless the signs were significantly altered or if the signs were voluntarily replaced, the signs would then have to meet the new requirements. Mayor Hooks asked if anyone in the audience would like to speak. Mr. Cannell came forward and shared comments regarding apartment parking.

Mr. Boney requested clarification on the “grandfathered in” definition. Ms. Ownbey said a voluntary replacement of an entire pole sign would trigger following the new rules, changing out a sign face would not trigger following the new rules.

Mr. Boney questioned how the portion of the UDO regarding “political signs” complies with the Federal court precedents that has prohibited limitations on political signs. Mr. Brown said he thinks it depends on which court decision you are looking at. He said the City is trying to be reasonable with extending the time period over what is currently in the UDO. Ms. Ownbey said the UDO does not specifically identify the timeframe but staff tends to typically align with State law which is 45 days.

Mayor Hooks said the public hearing needs to be closed. Mr. Brown said the public hearing will be readvertised for the June meeting. Mr. White made a motion, seconded by Mr. Ewing, to close the public hearing. The motion carried unanimously.

A Public Hearing was held on a request from Kirkpatrick & Associates, LLC to adopt an ordinance to extend the corporate limits. Mr. Brown presented the request. He stated that this is a voluntary contiguous annexation of +/- 30.55 acres located on N. NC Hwy 119 in Alamance County, a residential development is planned for this property. At last month’s meeting, the Council accepted the annexation petition and the certificate of sufficiency. No one from the public spoke concerning the request. Mr. Bradley made a motion, seconded by Mr. White, to close the public hearing. Mr. Bradley made a motion, seconded by Mrs. Burkholder, to adopt the ordinance to extend the corporate limits to include the +/- 30.55 acres. The motion carried unanimously.

Mayor Hooks called for a break at 7:42 p.m. He called the meeting back to order at 7:52 p.m.

Mayor Hooks stated that he needed to leave the meeting for medical reasons and requested that Council vote to excuse him from the meeting. Mr. Ewing made a motion, seconded by Mr. White, to excuse Mayor Hooks. The motion carried unanimously.

Mayor Pro-Tem Bradley took over leading the meeting.

Mr. Rollins presented the City Manger’s Recommended Budget FY 2023-24 via the attached PowerPoint.

There was some discussion among Council and staff regarding the proposed Capital Reserve Fund which would set aside and dedicate funds to capital projects, such as the new fire station and new police station. Mr. Rollins said without setting up such a fund, he feels confident a future tax increase would be inevitable. Additional discussions took place regarding the land that was donated to the City for a fire station. Mr. White and Ms. Burkholder pleaded for public feedback on how the City should spend those funds should they be set aside for specific capital projects.

Mr. Rollins concluded the budget presentation.

Mr. Ewing made a motion, seconded by Ms. Burkholder, to set a date of public hearing for the budget for June 5, 2023 at 6:00 p.m. The motion carried unanimously.

Mr. Brown presented a request from Three S Investments, LLC and Marie H. Ray Revocable Trust for closure of Douglas Street. He explained that the two (2) applicants are the only two (2) contiguous property owners on Douglas Street, which is a previously platted but unopened street, shown on a plat recorded in Plat Book 5, Page 31 of the Alamance County Registry, shown as twenty-five feet (25’) in width. Staff recommends that the Council adopt a Resolution of Intent declaring the City’s intention to close Douglas Street and to set a date of public hearing for a hearing for June 5, 2023.

Mr. White made a motion, seconded by Mr. Ewing, to adopt the resolution declaring the City's intention to close Douglas Street as shown on the plat and to set a date of public hearing for June 5, 2023. The motion carried unanimously.

**RESOLUTION OF INTENT BY THE CITY COUNCIL OF THE CITY OF MEBANE, NORTH CAROLINA
PURSUANT TO N.C.G.S. §160A-299 TO PERMANENTLY CLOSE DOUGLAS STREET**

WHEREAS, the City Council of the City of Mebane, North Carolina has been recently requested to permanently close Douglas Street; and

WHEREAS, the City Council of the City of Mebane, North Carolina hereby declares its intent to permanently close Douglas Street; and a public hearing on said matter is to be held on June 5, 2023, at 6:00 p.m. in the council chambers of the Glendel Stephenson Municipal Building, 106 E. Washington Street, Mebane, NC 27302;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Mebane as follows:

Section 1. The City Council of the City of Mebane, North Carolina, pursuant to N.C.G.S. §160A-299, does hereby declare its intent to permanently close Douglas Street, the right of way for which is more particularly described as follows:

That certain tract or parcel of land located in Melville Township, Alamance County, North Carolina, adjoining the eastern margin of the 25 foot public right of way of Terrell Street as per Plat Book 5, at Page 31 of the Alamance County Registry, Lots 66, 94, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124 and 125 of the Hawfield Subdivision, a plat of which is recorded in Plat Book 5, at Page 31 of the Alamance County Registry, and the western margin of the 25 foot public right of way of Ward Street, as per plat recorded in Plat Book 5, at page 31 of the Alamance County Registry, and being more particularly described as follows:

BEGINNING at a ¾ inch existing iron pipe located at the intersection of the eastern margin of the 25 foot public right of way of Terrell Street with the northern margin of the 25 foot public right of way of Douglas Street, at the southwesternmost corner of the aforesaid Lot 66; running thence from said point of beginning with the southern boundary line of the aforesaid Lot 66, North 78 degrees 01 minute 29 seconds East 525.54 feet to a ½ inch bent existing iron pipe located at the southeasternmost corner of the aforesaid Lot 66 and the southwesternmost corner of the aforesaid Lot 94; running thence with the southern boundary line of the aforesaid Lot 94, North 77 degrees 52 minutes 39 seconds East 324.94 feet to a 1 ½ inch existing iron pipe located at the intersection of the northern margin of the 25 foot right of way of Douglas Street with the western margin of the 25 foot public right of way of Ward Street and at the southeasternmost corner of the aforesaid Lot 94; running thence with the western margin of the 25 foot public right of way of Ward Street, South 12 degrees 00 minutes 00 seconds East 25.92 feet to a calculated point located in the southern margin of the 25 foot public right of way of Douglas Street and in the northern boundary line of the aforesaid Lot 108; running thence with the northern boundary line of the aforesaid Lot 108, and continuing with the northern boundary lines of the aforesaid Lots 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124 & 125, South 78 degrees 01 minutes 10 seconds West 855.32 feet to a calculated point located in the northern boundary line of the aforesaid Lot 125 and in the eastern margin of the 25 foot public right of way of Terrell Street; running thence with the eastern margin of the 25 foot public right of way of Terrell Street, North 01 degrees 05 minutes 19 seconds West 25.63 feet to the point and place of BEGINNING, and containing 0.50 acres, more or less, and being the 25 foot public right of way of Douglas Street as shown on that certain plat of the Hawfield Subdivision, prepared by R. G. Trogdon, Engineer, dated April 1947, which plat is duly recorded in Plat Book 5, at Page 31 of the Alamance County Registry, and to which plat reference is hereby made for a more complete description.

The above description was taken from a plat of survey prepared by Boswell Surveyors, Inc., J. Eric Miles, Professional Land Surveyor, dated April 5, 2023, entitled "Survey of the Right of Way of Douglas Street for Street Closure," Job No. 23-109-200, which plat is duly recorded in Plat Book _____, at Page _____ of the Alamance County Registry.

Section 2. That the City Clerk shall duly advertise that a public hearing will be held on these matters in the Council Chambers, Mebane, North Carolina on June 5, 2023, at 6:00 p.m.

Ms. Ownbey stated that the City of Mebane Planning Board has one opening for representation of the Orange County Extraterritorial Jurisdiction (ETJ) caused by a term ending June 30, 2023. Any representative of the City's ETJ must be formally appointed by the county in which they reside. Keith Hoover (215 Hoover Road) currently serves as the Orange County ETJ representative on the

Mebane Planning Board and he is seeking reappointment. Staff recommends that the Council make the recommendation for the Orange County ETJ appointment by the Orange County Board of Commissioners at its discretion. Mr. White made a motion, seconded by Ms. Hadley to adopt a resolution requesting the Orange County Commissioners appoint Keith Hoover to the City of Mebane Planning Board representing the Orange County extraterritorial jurisdictional area of the City of Mebane. The motion carried unanimously.

**RESOLUTION MAKING A RECOMMENDATION TO THE ORANGE
COUNTY BOARD OF COMMISSIONERS REGARDING THE ETJ SEAT
ON THE CITY OF MEBANE PLANNING BOARD**

WHEREAS, per North Carolina General Statute 160D-307, all municipalities of the State of North Carolina must include proportional representation for extraterritorial jurisdiction areas; and

WHEREAS, Orange County has one position representing extraterritorial jurisdictions around the City of Mebane; and

WHEREAS, this position is currently eligible for appointment by Orange County; and

WHEREAS, the City of Mebane staff has reviewed the viable applications and made a recommendation to the City of Mebane Council.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Mebane that the Council recommends the Orange County Board of Commissioners appoint Keith Hoover to the City of Mebane Planning Board ETJ position.

Adopted this the 1st day of May, 2023.

Attest:

Stephanie W. Shaw
Stephanie Shaw, City Clerk

Tim Bradley
Tim Bradley, Mayor Pro-Tem



There being no further business, the meeting adjourned at 9:02 p.m.

ATTEST:

Stephanie W. Shaw, City Clerk

Ed Hooks, Mayor



Manager's Recommended Budget

FISCAL YEAR 2023-2024

MAY 1, 2023



Economic Factors

- Inflation – 12-month percentage change from February 2022 to February 2023 is 6.4% for the South Atlantic Region
- Supply chain issues
- Federal funding/small pool of contractors
- Rising cost of borrowing



FY23-24 Budget Highlights

Expenditures

General Fund Expenditures	\$33,059,522
Utility Fund Expenditures	<u>\$11,891,019</u>
Total Expenditures	\$44,950,541
Utility Capital Fund Reserve	\$1,673,000
Cost of living increase	6%
Health Insurance increase	0.016%
Retirement Rate increase	
General	0.75%
Law Enforcement	0.94%

Revenues

Property Tax Rate - \$0.38 per \$100 valuation
FY22-23 rate is \$0.47
Revenue neutral rate is \$0.3421
Garbage/Recycling - unchanged at \$8.00 per month per address
Water Rates per 1,000 gallons - 6% increase
Inside City \$7.56
Outside City \$15.12
Sewer Rates per 1,000 gallons – 6% increase
Inside City \$8.12
Outside City \$16.24



General Fund Recommended Budget

FY23-24



General Fund Function Per Dollar





GENERAL FUND EXPENDITURES

BY TYPE

General Fund Expenditures by Type					
Type	FY 2021-2022 Actual	FY 2022-2023 Amended Budget	FY 2023-2024 Recommended Budget	Percent Change	FY22-23 Variance
Personnel	\$10,654,813	\$14,034,974	\$16,413,723	16.9%	\$2,378,749
Operating	\$6,680,927	\$12,370,614	\$10,448,222	(15.5%)	(\$1,922,392)
Capital	\$2,467,577	\$4,018,046	\$4,347,060	8.2%	\$329,014
Debt Service	\$1,594,324	\$1,807,707	\$1,850,517	2.4%	\$42,810
Total	\$21,397,641	\$32,231,341	\$33,059,522	2.6%	\$828,181

BY DEPARTMENT

General Fund Department Budgets					
Department	FY 2021-2022 Actual	FY 2022-2023 Amended Budget	FY 2023-2024 Recommended Budget	Percent Change	FY22-23 Variance
Council*	\$67,853	\$88,237	\$71,870	(18.5%)	(\$16,367)
Administration	\$931,899	\$1,249,653	\$1,426,869	14.2%	\$177,216
Finance	\$608,309	\$706,471	\$748,626	6.0%	\$42,155
IT**	\$628,711	\$1,059,288	\$1,663,401	57.0%	\$604,113
Economic Development	\$755,349	\$1,169,421	\$900,214	(23.0%)	(\$269,207)
Police	\$4,715,161	\$5,784,853	\$6,878,989	18.9%	\$1,094,136
Fire	\$3,104,123	\$5,567,664	\$4,971,465	(10.7%)	(\$596,199)
Planning	\$452,133	\$651,537	\$597,343	(8.3%)	(\$54,194)
Main Street Program*	\$65,195	\$221,535	\$0	(100.0%)	(\$221,535)
Inspections	\$859,380	\$878,139	\$961,283	9.5%	\$83,144
Engineering	\$451,488	\$445,500	\$445,500	0.0%	\$0
Public Works	\$2,438,053	\$3,813,553	\$3,304,438	(13.4%)	(\$509,115)
Public Facilities	\$594,765	\$913,699	\$1,271,578	39.2%	\$357,879
Sanitation	\$1,482,621	\$2,167,748	\$2,178,668	0.5%	\$10,920
Recreation and Parks	\$2,088,479	\$2,668,847	\$3,093,729	15.9%	\$424,882
Non-Departmental	\$2,154,122	\$4,845,197	\$4,545,549	(6.2%)	(\$299,648)
Total	\$21,397,641	\$32,231,341	\$33,059,522	2.6%	\$828,181

*Some or all of the budget was moved to Non-Departmental in FY 23-24.

** All citywide IT expenditures were moved to the IT department.



GENERAL FUND CAPITAL HIGHLIGHTS

Woodlawn Entrance Parking Lot at Community Park	\$480,000
Police Vehicles (3 new SRO, 3 replacement)	\$413,058
Lake Michael Connector (along Lebanon Rd.)	\$375,000
Sidearm Garbage Truck (replace 2007 model)	\$363,000
Dump Truck (replace 1993 model)	\$162,150
Sidewalk – Crawford St. from N. First St. to N. 2 nd St.	\$137,000
Service Trucks – 2 replacements	\$130,500
NC 119 Wayfinding and entrance signs	\$100,000
Fiber Installation	<u>\$95,702</u>
Total	\$2,256,410



OUTSIDE AGENCIES

Outside Agencies				
Agency	FY 2021-2022 Actual	FY 2022-2023 Amended Budget	FY 2023-2024 Recommended Budget	Percent Change
Mebane Historical Museum Subsidy	\$39,700	\$39,700	\$43,700	10%
Tommy Long Train Display	\$8,606	\$10,000	\$10,000	0%
Alamance County Arts Council	\$10,000	\$10,000	\$10,000	0%
ACTA Subsidy	\$6,500	\$6,500	\$6,500	0%
United Way 211	\$5,000	\$5,000	\$5,000	0%
Downtown Mebane Development Corp.	\$100,000	\$100,000	\$100,000	0%
Total	\$169,806	\$171,200	\$175,200	2%

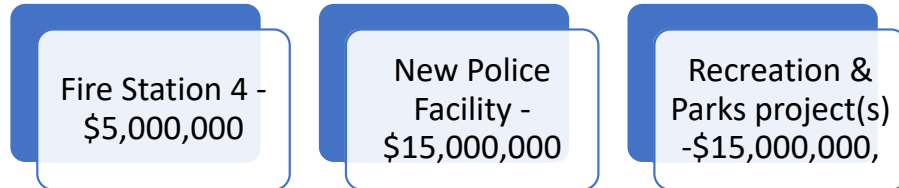


REVENUE NEUTRAL CALCULATION

	Estimates 2022-2023*	Growth	Reval Estimates FY23-24	Estimate with Appeals		Tax Revenue (Real)	Tax Revenue RMV	
Real Property	2,087,988,181	7.5%	2,244,580,761	\$ 3,433,582,498	-1%	3,399,246,673	\$ 13,683,510	\$ 746,395.76
Non-RMV Personal Property	546,738,550	4.7%	572,666,209	\$ 572,666,209	\$	572,666,209	99.6%	99.6%
Utility	29,404,917	-3.6%	28,348,569	\$ 28,348,569	\$	28,348,569	\$ 13,628,776	\$ 743,410.17
RMV Property	200,838,130	8.6%	218,202,651	218,202,651		218,202,651		14,372,186
Total	2,864,969,778		3,063,798,191	\$ 4,252,799,928		4,218,464,103		
Tax Rate	0.4700					0.3192		
Revenue	\$ 13,465,358				\$	13,465,358		
* Based on current year estimates			Average Growth Rate			7.16%		
2021-2022 (OC revaluation 1/1/2021)	2,654,716,052			Revenue Neutral Tax Rate			0.3421	
2022-2023	2,864,969,778			Projected Revenue	\$	14,429,906	\$ 14,372,186	
minus annexations				Additional Dollars from 2022-2023	\$	964,548		
Parcel 9834445110 6086 West Ten Rd.								
Buckhorn Industrial Park	(1,089,900)							
Parcel 160091 UPS	(472,230)							
Parcel 163553 PIN 9814132469 Bhavans Group LLC	(647,634)							
Parcel 172976 Venn Hillsborough LLC	(470,600)							
Parcel 9825498941 Lebanon Road 3 LLC	(858,005)							
Parcel 9824434841 GG Havenstone Limited Partnership	(189,327)							
Parcel 172714 Chick-Fil-A Supply LLC	(9,901,217)							
Parcel 166704 Land Management 1st Inc	(17,425)							
Parcels Various Buckhorn Industrial II LLC	(4,812,900)							
Parcel 160321 Duke University Health System (tax exemp	(71,250)							
Parcel 168933 (Alamance) 9825381359 (OC)								
9825286476 (OC) 168937 Alamance BC Stagecoach LLC	(377,920.00)							
Parcel 167482 Summit Church	(764,814.00)							
Parcel 9844452283 Sandra Clark	(18,653.00)							
Parcel 9825410961 Espitia Properties	(92,000.00)							
Parcel 160376 160314 and Crow Holdings	(307,756.00)							
Total Annexations	(20,091,631)							
2022-2023 (minus annexations)	2,844,878,147	7.16%						



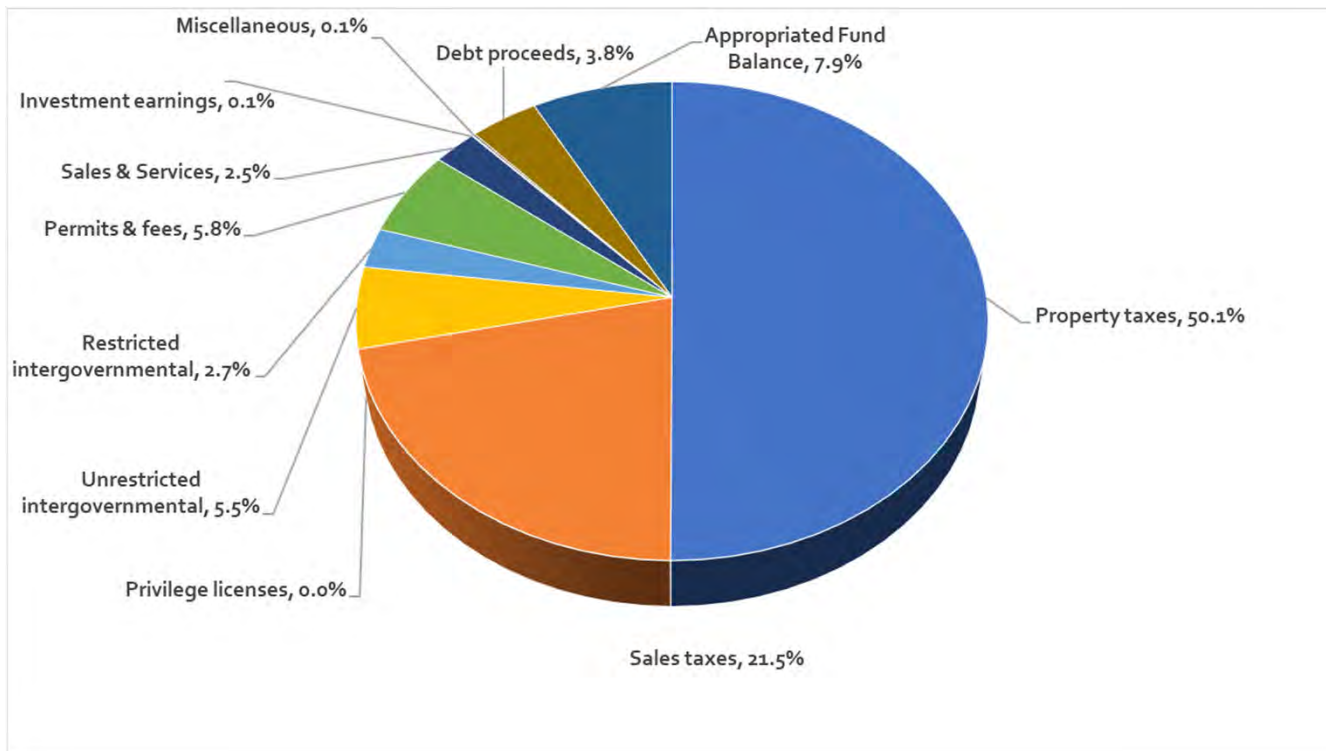
Proposed Tax Rate



- \$0.38 per \$100 of assessed property valuation
- \$0.03 cents for restricted - \$1,260,477
- Restricted Capital Reserve Fund
- Limit future borrowing = cost savings



GENERAL FUND REVENUES BY SOURCE





GENERAL FUND REVENUES AND OTHER FINANCING SOURCES

General Fund Revenues and Other Funding Sources					
	FY 2021-2022 Actual	FY 2022-2023 Amended Budget	FY 2023-2024 Recommended Budget	Percent Change	FY22-23 Variance
Revenues					
Property taxes	\$12,631,940	\$13,663,270	\$16,550,844	21.1%	2,887,574
Sales taxes	\$5,781,791	\$5,585,356	\$7,107,700	27.3%	1,522,344
Privilege licenses	\$805	\$1,000	\$900	(10.0%)	(100)
Unrestricted intergovernmental	\$1,901,684	\$1,750,005	\$1,822,100	4.1%	72,095
Restricted intergovernmental	\$1,231,498	\$880,273	\$891,450	1.3%	11,177
Permits & fees	\$1,388,813	\$1,259,760	\$1,919,910	52.4%	660,150
Sales & Services	\$701,267	\$722,094	\$816,388	13.1%	94,294
Investment earnings	\$9,809	\$20,000	\$20,000	0.0%	0
Miscellaneous	\$955,798	\$53,000	\$48,000	(9.4%)	(5,000)
Total revenues	\$24,603,405	\$23,934,758	\$29,177,292	21.9%	5,242,534
Other financing sources					
Transfers in	\$566,851	\$0	\$0	N/A	0
Transfers out	(\$129,423)				
Debt proceeds	\$1,365,000	\$2,466,006	\$1,270,062	(48.5%)	(1,195,944)
Appropriated Fund Balance	\$0	\$5,830,577	\$2,612,168	(55.2%)	(3,218,409)
Total other financing sources	\$1,802,428	\$8,296,583	\$3,882,230	(53.2%)	(4,414,353)
Total revenues & other financing sources	\$26,405,833	\$32,231,341	\$33,059,522	2.6%	828,181



GENERAL FUND DEBT

DEBT PROCEEDS

John Deere Gator with Spray tank	\$30,500
ATV Rescue Vehicle	\$30,654
Fire Prevention Vehicle	\$50,000
CAT 304 Mini Hydraulic Excavator	\$90,200
Service truck (2 replacements)	\$130,500
Dump Truck - 4x2 (single axle)	\$162,150
Sidearm Garbage Truck	\$363,000
Police vehicles	\$413,058
Total New Debt	\$1,270,062

PROPOSED DEBT PAYMENTS

- Estimated 5% interest over 5 years, payments will be \$293,353 per year.
- \$101,965 of debt is retiring in FY23-24
- Debt schedules are in the Budget Summary section of the budget packet.



Utility Fund Recommended Budget

FY23-24



UTILITY FUND EXPENDITURES

BY TYPE

Utility Fund Expenditures by Type					
	FY 2021-2022	FY 2022-2023	FY 2023-2024		
	Actual	Amended Budget	Recommended Budget	Percent Change	FY22-23 Variance
Personnel	\$2,434,184	\$3,094,556	\$3,752,757	21.3%	\$658,201
Operating	\$3,223,240	\$4,873,043	\$5,069,014	4.0%	\$195,971
Capital	\$1,702,527	\$4,019,515	\$1,577,880	(60.7%)	(\$2,441,635)
Debt Service	\$3,632,095	\$1,502,821	\$1,491,368	(0.8%)	(\$11,453)
Total	\$10,992,046	\$13,489,935	\$11,891,019	(11.9%)	(\$1,598,916)

BY DEPARTMENT

Utility Fund Department Budgets					
	FY 2021-2022	FY 2022-2023	FY 2023-2024		
Department	Actual	Amended Budget	Recommended Budget	Percent Change	FY22-23 Variance
Admin, Billing & Meters	\$1,617,816	\$1,439,936	\$1,613,720	12.1%	\$173,784
Operations & Maintenance	\$3,568,536	\$5,663,169	\$5,854,953	3.4%	\$191,784
Engineering	\$306,902	\$298,098	\$285,000	(4.4%)	(\$13,098)
Water Resource Recovery	\$1,802,512	\$2,242,698	\$2,633,578	17.4%	\$390,880
Non-Departmental	\$3,696,280	\$3,846,034	\$1,503,768	(60.9%)	(\$2,342,266)
Total	\$10,992,046	\$13,489,935	\$11,891,019	(11.9%)	(\$1,598,916)



UTILITY FUND PERSONNEL & CAPITAL HIGHLIGHTS

PERSONNEL

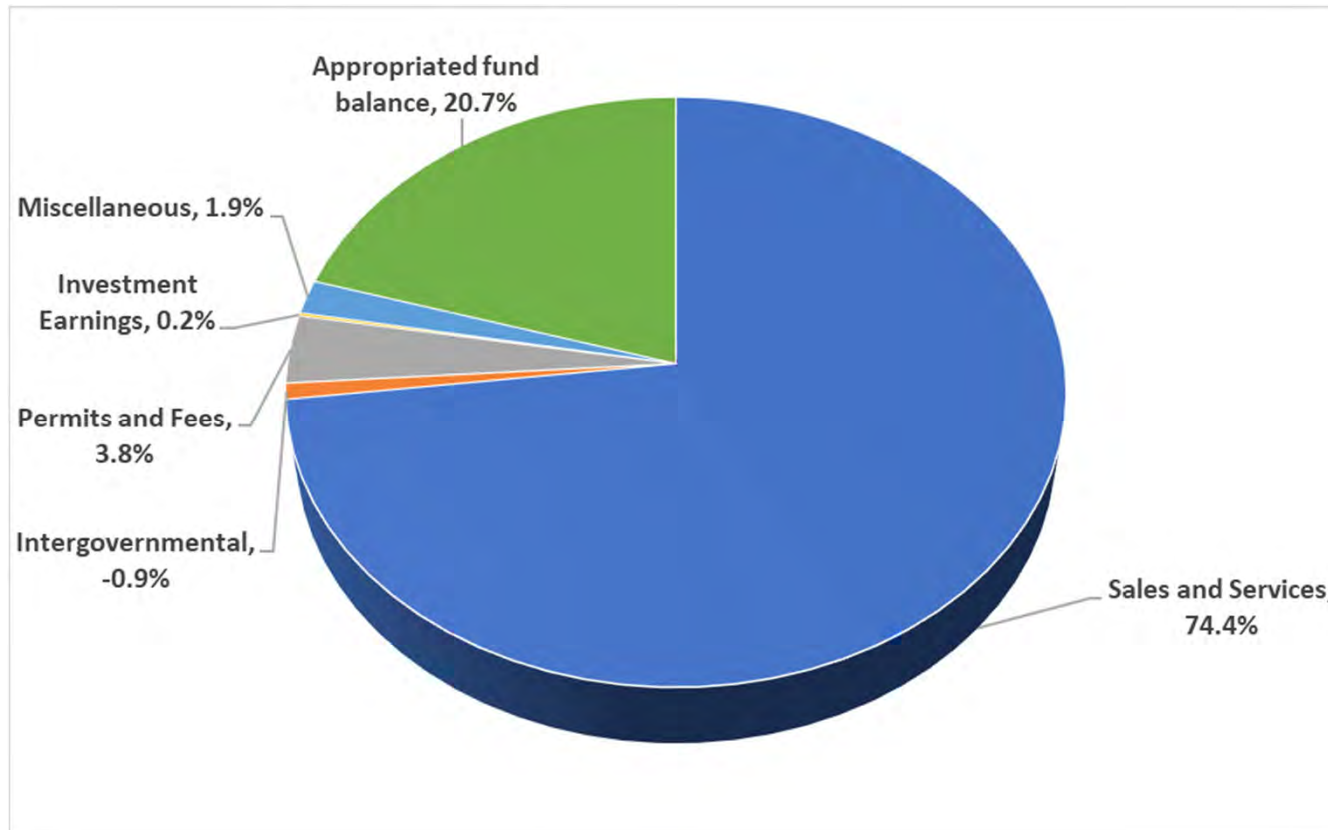
- One new full-time Meter & Sampling Supervisor with benefits - \$111,172
- One new Water Resource Recovery Facility employee (Laboratory Technician or Wastewater Treatment Plant Operator) - \$85,850

CAPITAL ITEMS OVER \$100,000

- Water Plant Capital - \$375,000
- Rock Quarry Rd. Loop - \$329,875
- Meters - \$180,000
- Utility Oversizing - \$150,000
- Sewer Jetter - \$136,818

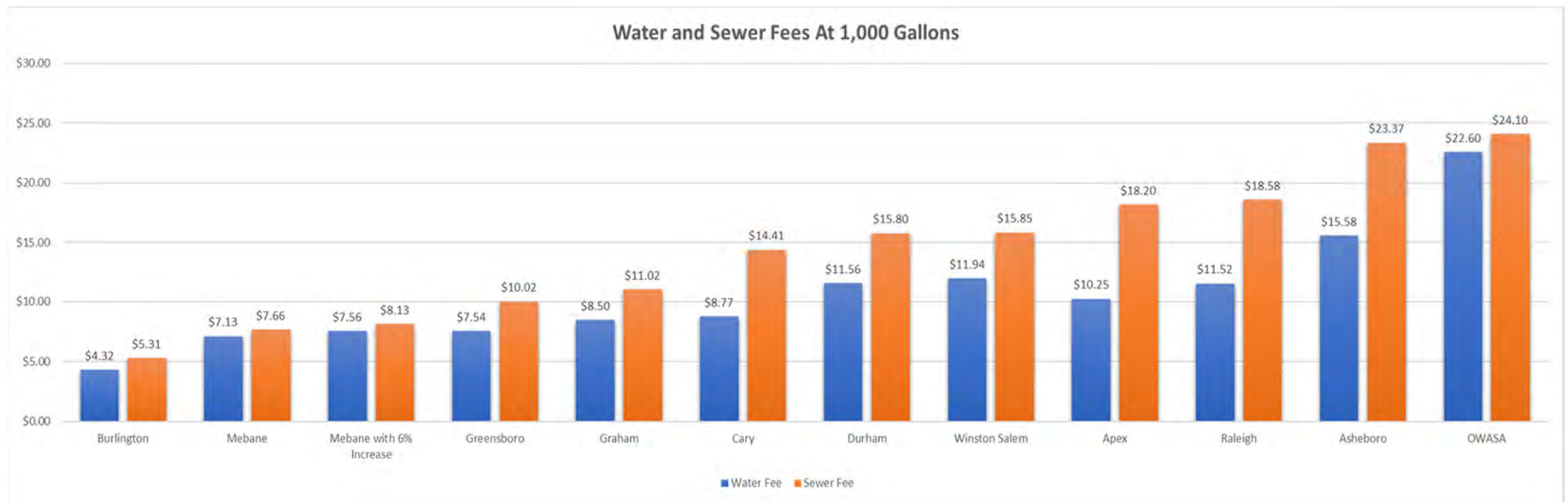


UTILITY FUND REVENUES BY SOURCE





RATE COMPARISONS





WATER AND SEWER RATES

Water and Sewer Rates					
Fiscal Year	Inside Water	Outside Water	Inside Sewer	Outside Sewer	Increase
FY 22-23	\$7.13	\$14.26	\$7.66	\$15.30	6%
FY 23-24	\$7.56	\$15.12	\$8.12	\$16.24	6%



UTILITY FUND REVENUES AND OTHER FUNDING SOURCES

Utility Fund Revenues and Other Funding Sources					
	FY 2021-2022 Actual	FY 2022-2023 Amended Budget	FY 2023-2024 Recommended Budget	Percent Change	FY22-23 Variance
Revenues					
Sales and Services	\$8,014,130	\$8,444,216	\$8,844,194	4.7%	\$399,978
Intergovernmental	(\$55,461)	(\$106,000)	(\$106,000)	0.0%	\$0
Permits and Fees	\$199,129	\$304,875	\$449,400	47.4%	\$144,525
Investment Earnings	\$4,548	\$20,000	\$20,000	0.0%	\$0
Miscellaneous	\$166,352	\$510,500	\$222,500	(56.4%)	(\$288,000)
Total revenues	\$8,328,698	\$9,173,591	\$9,430,094	2.8%	\$256,503
Other financing sources					\$0
Transfers in	\$2,008,316	\$0	\$0	N/A	\$0
Debt proceeds	\$4,794,058	\$0	\$0	N/A	\$0
Appropriated fund balance	\$0	\$4,316,344	\$2,460,925	(43.0%)	(\$1,855,419)
Total revenues & other financing sources	\$15,131,072	\$13,489,935	\$11,891,019	(11.9%)	(\$1,598,916)



Capital Reserve
Fund
Recommended
Budget

FY23-24

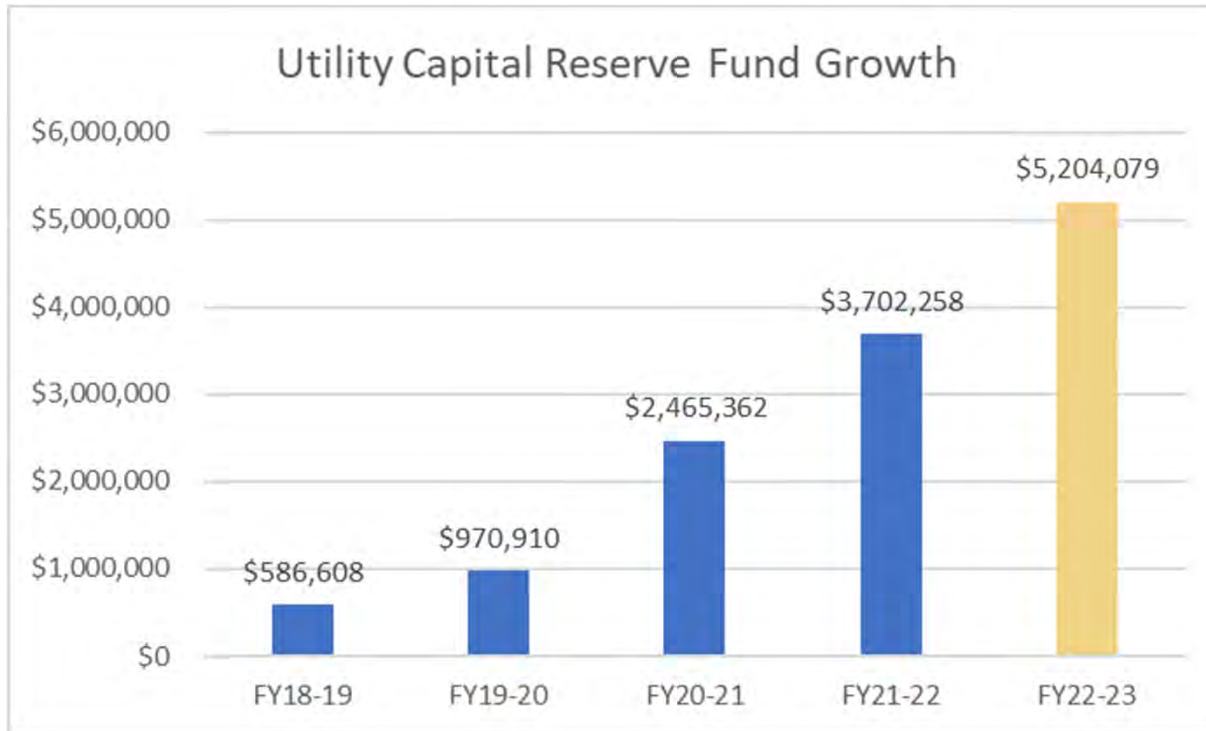


UTILITY CAPITAL RESERVE FUND REVENUES

Capital Reserve Fund Revenues and Other Financing Sources					
	FY 2021- 2022 Actual	FY 2022- 2023 Amended Budget	FY 2023-2024 Recommended Budget	Percent Change	FY22-23 Variance
System Development Fees	\$1,434,780	\$1,598,000	\$1,670,000	4.5%	\$72,000
Interest Earnings	\$1,293	\$3,000	\$3,000	0.0%	\$0
Total revenues	\$1,436,073	\$1,601,000	\$1,673,000	44.3%	\$491,500
Other financing sources					
Transfers out	(\$199,177)	\$0	\$0	N/A	\$0
Total revenues & other financing sources	\$912,222	\$1,601,000	\$1,673,000	22.3%	\$72,000



UTILITY CAPITAL RESERVE FUND GROWTH



FY22-23 is as of 4/26/23.



Questions?



AGENDA ITEM #5B

Orange County Transit Comprehensive Participation Agreement

Meeting Date

June 5, 2023

Presenters

Ashley Ownbey, Development Director
Nishith Trivedi, Orange County Transportation
Services Director

Public Hearing

Yes No

Summary

The City of Mebane is a listed party to the Orange County Transit Comprehensive Participation Agreement. The Participation Agreement is part of an updated governance framework and interlocal agreement for realizing transit goals in Orange County. One staff person from the City of Mebane will serve as a voting member on the Staff Working Group (SWG) as identified in the Participation Agreement. Participation by the City of Mebane is necessary to receive local transit funding for eligible projects.

Background

The City of Mebane has collaborated with Orange County in various planning projects that include transit components, including the [2022 Orange County Transit Plan Update](#), the [2022 Mebane Park and Ride Feasibility Study](#) by GoTriangle, and the ongoing [US 70 Multimodal Corridor Study](#) by the Durham-Chapel Hill-Carrboro Metropolitan Planning Organization (DCHC MPO). Additionally, both GoTriangle and Orange County Public Transit provide transit services to the Mebane community.

In 2021, representatives of Orange and Durham Counties identified a need for new interlocal agreements and supporting policies and procedures to reflect updated transit plans and priorities. This has resulted in the development of a new governance framework, which includes:

- A Transit Governance Interlocal Agreement between GoTriangle, DCHC MPO, and Orange County.
- A Comprehensive Participation Agreement between the above parties, local jurisdictions, including the City of Mebane, and implementation partners.
- A policies and procedures document for the SWG.

The request is for the Mebane City Council to authorize the City of Mebane to enter into the Comprehensive Participation Agreement, which will result in one staff person serving as a voting member on the SWG and allow the City to receive local transit funding for eligible projects in the future.

Financial Impact

There is no direct financial impact from entering into the Participation Agreement. However, local jurisdictions are required to participate to receive local transit funding, such as allocations from the Orange County Transit Tax Revenue.

Recommendation

Staff recommends the City Council authorize the City of Mebane to enter into the Comprehensive Participation Agreement.

Suggested Motion

Motion to authorize the City of Mebane to enter into the Orange County Transit Comprehensive Participation Agreement between GoTriangle, DCHC MPO, and Orange County.

Attachments

1. Orange County Transit Comprehensive Participation Agreement
2. Transit Governance Interlocal Agreement

**ORANGE COUNTY TRANSIT COMPREHENSIVE PARTICIPATION AGREEMENT
("PARTICIPATION AGREEMENT")**

Between

TRANSIT GOVERNANCE INTERLOCAL AGREEMENT (ILA) PARTIES:

**RESEARCH TRIANGLE REGIONAL PUBLIC TRANSPORTATION AUTHORITY
("GoTriangle"), DURHAM-CHAPEL HILL-CARRBORO METROPOLITAN
PLANNING ORGANIZATION ("DCHC MPO"), and COUNTY OF ORANGE ("Orange
County")**

And

**The TOWN OF CHAPEL HILL, TOWN OF CARBORRO, TOWN OF
HILLSBOROUGH, and CITY OF MEBANE**

(All parties collectively referred to herein as "Parties")

And Parties will further coordinate with

IMPLEMENTATION PARTNERS:

**TRIANGLE J COUNCIL OF GOVERNMENTS ("TJCOG"), and UNIVERSITY OF
NORTH CAROLINA, CHAPEL HILL ("UNC Chapel Hill")**

**As current and/or future partners through specific project agreements that shall
incorporate the terms of this document**

WITNESSETH:

WHEREAS, the Parties to this Agreement and the Implementation Partners, have or may have specific roles in public transit implementation and public transit infrastructure support in Orange County, they have determined it is in their best interest and that of their constituents to coordinate future public transit planning, funding, expansion and construction; and

WHEREAS, in conjunction with the Orange County Transit Multi-Year Vision Plan, the Governance ILA Parties adopted the Orange County Transit Governance Interlocal Agreement ("Governance ILA") that creates a governance structure for the implementation of the Orange County Transit Multi-Year Vision Plan by and through the Orange County Transit Annual Work Program; and

WHEREAS, the Governance ILA establishes the Staff Working Group ("SWG"), comprised of staff representatives from the Governance ILA Parties and the Implementation Partners, and charged the SWG with coordinating and recommending the planning and implementation aspects of the Orange County Transit Annual Work Program; and

WHEREAS, the Parties, and the Implementation Partners intend to implement an inclusive and cooperative process to continuously develop and improve the Orange County Transit Multi-Year Vision Plan. They will further develop a public involvement plan to guide the Parties' and SWG's coordinated efforts for engagement aligned with federal, state and local policies and guidelines; and

WHEREAS the Parties and Partners collectively make recommendations, develop and review the Orange County Transit Annual Work Program; and

WHEREAS the Parties have a formal role in approving the Orange County Transit Annual Work Program through structured representation on the Orange County Board of Commissioners, DCHC MPO Board, and GoTriangle Board of Trustees as the ILA defines their oversight and jurisdiction regarding the Orange County Transit Annual Work Program development and implementation; and

WHEREAS, this Participation Agreement serves as the Comprehensive Participation Agreement as formally defined in Section 2.040 in the Governance ILA to establish standards that will govern the Parties' and Partners' eligibility for inclusion of sponsored Implementation Elements in the Orange County Transit Annual Work Program and receipt of any funding allocation from Orange County Transit Tax Revenue and other Dedicated Local Transit Funding Sources; evidence of the Parties' acceptance of the most up-to-date Orange County Transit Annual Work Program (now and in the future) and the associated annual update process; and confirm the Parties' roles in carrying out Staff Working Group (SWG) responsibilities; and

WHEREAS, local Governmental Parties are authorized to enter into this Participation Agreement pursuant to, inter alia, N.C.G.S. 160A-20.1; 160A-312; 160A-313; 160A-610; 153A-275; 153A-276; and 153A-449; and

NOW THEREFORE, in consideration of the above recitals and the mutual covenants herein contained, the Parties hereto agree as follows:

ARTICLE 1
PURPOSE, SCOPE & LIMITATION OF AUTHORITY,
RESPONSIBILITIES, TERM & EFFECTIVE DATE

1.01 **Purpose.** The Parties hereby recognize that the Orange County Transit Multi-Year Vision Plan, as implemented by the Orange County Transit Annual Work Program, will be the guidance document for Orange County public transit investment with Local Government Public Transportation Sales Tax Act revenue and other Locally Dedicated Transit Funding Sources, as identified in the Orange County Transit Multi-Year Vision Plan. This Agreement

establishes standards for all Parties and Partners who desire to receive project funding from Dedicated Local Transit Funding Sources identified in the Orange County Transit Multi-Year Vision Plan. This Participation Agreement also confirms the Parties' respective roles for future planning, design, funding, and implementation of the Orange County Transit Multi-Year Vision Plan via their roles and responsibilities within the Staff Working Group (SWG).

1.02 Scope & Limitation of Authority. This Participation Agreement is limited to the purposes enumerated herein. No Party has the right to expand, abridge, limit or constrain the authority or actions of Orange County, GoTriangle, or the DCHC MPO or the SWG created by the Governance ILA with respect to the administration of the Orange County Transit Multi-Year Vision Plan, except as specifically agreed to herein. Nothing herein grants funding for any Implementation Element (defined herein in Article II) to any Party. Further, any Party receiving Dedicated Local Transit Funding Source revenue for an Implementation Element is wholly responsible for the completion of that element as set forth by future project or other specific agreements between such individual Parties. The Parties hereby recognize that the official governance and oversight for the Orange County Transit Multi-Year Vision Plan according to the terms of the Governance ILA and this Participation Agreement remains entirely with Orange County's Board of Commissioners, DCHC MPO's Policy Board, and the GoTriangle Board of Trustees.

1.03 Responsibilities of the Governance ILA Parties. The Governance ILA Parties have the responsibilities and duties set out in the Governance ILA.

1.04 Responsibilities of the Participant Parties and Implementation Partners. The Participant Parties shall:

- (a) Provide staff to serve on the SWG if designated as an SWG member in the Governance ILA; and
- (b) Negotiate and enter into Global/Capital Funding Agreement(s) and/or Global/Operating Agreement(s) for any project (using the Work Program Project Code as a unique identifier).
- (c) Receive dedicated Local Transit Funding Sources identified in the Orange County Multi-Year Transit Vision Plan for Implementation Elements identified within the Orange County Transit Annual Work Program in accordance with the agreements negotiated in (b).

1.05 Term & Effective Date. This Participation Agreement becomes effective upon approval and execution by the Parties ("Effective Date"). The Term of this Participation Agreement shall be from the Effective Date through a period of seventeen (17) years unless otherwise amended by the prior express written agreement of the Parties.

ARTICLE 2 DEFINITIONS

2.01 "CAPITAL FUNDING AGREEMENT:" An agreement between agencies to provide a specified amount of funding for an Implementation Element. Any such agreement will include details of the capital improvements to be provided and detail expectations on Orange County Transit Annual Work Program resource funding, responsibilities, schedule, reporting and performance and shall adhere to any and all standards outlined in specific project worksheets through the Orange County Transit Annual Work Program.

2.02 "CAPITAL PROJECTS ORDINANCE:" The annual financial ordinance for the Orange Transit major capital fund pursuant to N.C.G.S. Chapter 159, tied to the multi-year Capital Improvement Plan, the Annual Capital Budget, and planned capital project funding agreements that implement needed capital projects.

2.03 "COMPONENT UNIT or SEPARATE COMPONENT UNIT:" A unit of local government within the Tax District that has administrative responsibility for the budget adoption, operation or, management of specified transit services and associated supporting implementation elements. The component unit is required to report Orange County Transit Plan Revenues, including Dedicated Local Transit Funding Sources, expenditures and fund balance in columns separate from the component's financial data in its annual audited statements.

2.04 "GOVERNANCE INTERLOCAL AGREEMENT" or "GOVERNANCE ILA:" The Transit Governance Interlocal Agreement dated March 8, 2023 between Research Triangle Regional Public Transportation Authority ("GoTriangle"), Durham-Chapel Hill-Carrboro Metropolitan Planning Organization ("DCHC MPO"), and Orange County for implementing public transit services and projects in the fiscally constrained Orange County Transit Multi-Year Vision Plan. This Governance ILA is included as Exhibit A to this Agreement.

2.05 "IMPLEMENTATION ELEMENT:" A discrete project, operation, or study or a discrete logical grouping of projects, operations, or studies tracked separately by the Orange County Transit Annual Work Program.

2.06 "IMPLEMENTATION PARTNERS:" The listed signatories to this agreement who are non-voting members of the Orange County SWG. These implementation partners have roles supporting implementing elements of the Orange County Transit Annual Work Program. These partners fulfill their roles and responsibilities as outlined in specific project agreements to deliver approved implementation elements in the Orange County Transit Annual Work Program along with the Dedicated Local Transit Funding Sources approved in these project specific agreements.

2.07 "MAJOR FUND:" A fund as defined by the Governmental Accounting Standards Board ("GASB"), is reported in a separate column in the basic fund financial statements and is subject to a separate audit opinion in the independent auditor's report. The Tax District shall

report at a minimum Major Fund for the Orange County Transit Annual Work Program Operating Funds and a Major Fund for the Orange County Transit Annual Transit Work Program Capital Funds.

2.08 "MULTI-YEAR CAPITAL IMPROVEMENT PLAN" ("CIP"): A multi-year document that identifies projected capital projects by year, project sponsors responsible for undertaking these projects, the financial costs, and anticipated funding sources, and projected operating costs associated with those projects. The CIP shall be coordinated with the Metropolitan Transportation Plan, the Transportation Improvement Program, and the annual program of projects developed and maintained by the DCHC MPO which is the designated recipient of federal formula transit grants. The plan shall be consistent with submittal deadlines for the Transportation Improvement Program and the horizon years of the Metropolitan Transportation Plan.

2.09 "MULTI-YEAR SERVICE IMPLEMENTATION PLAN:" A document or documents that detail how transit services, including expansion and reduction, are to be operated and maintained over a specific number of years. The plan(s) shall detail timing and schedule, justifications for implementation decisions, and public involvement steps. Different transit operators may have different plans for implementation, but the different plans must be coordinated with respect to anticipated funding, public outreach, and the extent to which the different operator's plans connect services between them.

2.10 "OPERATING AGREEMENT:" An agreement or operating plan between one or more Parties or Implementation Partners, the Tax District and others as needed to provide an Implementation Element. The agreement shall state the details of the service to be provided and detail expectations on funding, responsibilities, schedule, and performance and shall adhere to any and all standards outlined in specific project worksheets through the Orange County Transit Annual Work Program.

2.13 "OPERATING BUDGET ORDINANCE" The annual financial budget ordinance for the Orange Transit major operating fund pursuant to N.C.G.S. Chapter 159. The ordinance includes the funds for the operations of implementation elements identified in the Orange County Transit Annual Work Program, allocations for reserves, and transfers to other major funds identified by the Component Unit (ex. Orange Transit). The Operating Budget Ordinance must include the Component Unit's general administrative expenses designated separately from a Project's Operating Funds.

2.14 "SPECIAL DISTRICT" or "TAX DISTRICT:" Any tax district administered by GoTriangle pursuant to authorizing resolutions and N.C.G.S. 105-508 *et seq.* or N.C.G.S. 105-561 *et seq.* to which Orange County is a member, now or in the future.

2.15 "STAFF WORKING GROUP" or "SWG:" The committee as created by the Governance ILA. The SWG is jointly charged by all parties to this Agreement, including the Implementation Partners, to coordinate and develop the Orange County Transit Annual Work

Program, the Orange County Transit Multi-Year Vision Plan, and serve in an advisory role to the Orange County Board of Commissioners, DCHC MPO Board, and GoTriangle Board of Trustees in their review consideration, and approval of these two documents.

2.16 **SUBCOMPONENT UNIT:** The subcomponent unit is required to report its financial information as aggregated at the COMPONENT UNIT level and not separately stated. Durham County Transit Plan Revenues, including Dedicated Local Transit Funding Sources, expenditures and fund balance in columns separate from the component's financial data in its annual audited statements.

2.17 **"DEDICATED LOCAL TRANSIT FUNDING SOURCES:"** All revenues derived from transit funding sources designated for use in the Orange County Transit Multi-Year Vision Plan. These shall include but are not limited to items defined through the Governance ILA in Section 2.012.

2.18 **"TRANSIT PLAN" or "MULTI-YEAR VISION PLAN:"** The comprehensive multi-year vision plan for transit operating and capital needs over a period of time of at least the next 4 years through coordination with the DCHC MPO Metropolitan Transportation Plan adoption process and shall also be prepared by the SWG for approval by appropriate governing boards, which shall include all the separate components, as further defined in the Governance ILA in Section 2.038.

2.19 **"ORANGE COUNTY TRANSIT ANNUAL WORK PROGRAM" or "WORK PROGRAM:"** shall mean the comprehensive annual program for transit capital and operations annually presented by the SWG which shall include the separate components further defined in the Governance ILA in Section 2.011.

2.20 **"GLOBAL AGREEMENT:"** An Operating or Capital Funding agreement that encompasses a discrete logical grouping of capital projects, transit operations, or studies.

ARTICLE 3 STAFF WORKING GROUP

3.01 **Scope & Authorization.** The Governance ILA establishes and enables the Staff Working Group. The Parties confirm their commitment to serve on the SWG and to carry out their SWG membership responsibilities by executing this participation agreement.

3.02 **Membership.** SWG Membership includes voting & non-voting categories

- a) Voting members: two (2) staff persons appointed by each of the Governance ILA Parties; two (2) staff persons appointed by the Town of Chapel Hill; one (1) staff person appointed by the Town of Carrboro, Town of Hillsborough, and City of Mebane
- b) Non-Voting members: Each of the Implementation Parties must appoint one (1) staff person

- c) Each member may designate one (1) alternate empowered to fully participate in the SWG in the absence of the appointed staff person.

3.03 **Bylaws.** The SWG must enact bylaws. The SWG bylaws will govern quorum and voting standards, SWG operations and responsibilities, and, scheduling of efforts to develop the Orange County Transit Annual Work Program and the Orange County Transit Multi-Year Vision Plan.

3.04 **SWG Responsibility for the annual Orange County Transit Annual Work Program.** Subject to the Governance ILA, the SWG shall develop annual recommendations for the review and approval of the governing bodies. This work program approval process is documented in Article VII of the Governance ILA. Recommendations shall be developed for each of the following Orange County Transit Annual Work Program components:

- (a) Annual Work Program, including all the separate elements defined in Section 2.011 of the Governance ILA
- (b) Multi-Year Service Implementation & Capital Improvement Plans
- (c) Templates containing minimum standards for project and financial reports
- (d) Designation of project sponsors (agencies responsible for each respective capital and operating project), including agencies responsible for each Implementation Element;
- (e) A strategy for each Implementation Element which includes a scope, schedule, project boundaries, an estimated budget, specifies the sponsoring agency/jurisdiction, purpose and goals and (*defines the standard for individual project/Implementation Element worksheets*)
- (f) An articulated strategy for incorporating or accounting for public outreach, involvement, and communication with all components in the annual work program.
- (g) Facilitation to transcribe project worksheets (composition outlined in 3.04(e) above) into Global/Project Agreements.

The SWG shall reference the fiscal year 2024 Work Program Development process, which is to be recognized as the baseline for future work program development cycles and corresponding global/project agreement needs, as long as this Agreement and Governance ILA serve as the governing documents for county transit plan implementation efforts.

3.05 **SWG Responsibility for Engagement with Elected Officials.** The SWG shall schedule touchpoints on an annual basis with appropriate bodies of elected officials who either serve as a governing board through the Governance ILA or are responsible for a project(s) through the Orange County Transit Annual Work Program. These touchpoints shall be scheduled to allow for elected officials to:

- (a) Provide feedback on the draft Annual Work Program
- (b) Receive as information, and provide feedback as necessary, regarding progress reports developed on a quarterly basis.

3.06 **Non-Delegation.** The SWG cannot delegate its responsibility to review and present the documents and products defined in Section 3.04.

3.07 **Right to Inspect.** All Parties to this Participation Agreement, or their authorized representative(s), shall have the right to inspect, examine, and make copies of project work products as they deem necessary for the operation and day-to day business of the SWG or as specifically requested by formal action of any one of the parties' governing bodies. The SWG shall maintain all its records in a manner which facilitates review by the Parties and Implementation Partners.

ARTICLE IV ELIGIBILITY FOR ORANGE COUNTY TRANSIT TAX REVENUE FUNDING

4.01 **Requirements for Inclusion in the Orange County Transit Annual Work Program.** Only Parties in good standing to this Participation Agreement, Implementation Partners recognized through the Staff Working Group, or other partners as deemed critical, may request inclusion of an Implementation Element in the Orange County Transit Annual Work Program. The Parties agree that the terms and conditions of this agreement are pre-requisites to requesting and receiving Orange County Transit Tax Revenues funding allocations.

4.02 **Implementation.** An Operating or Capital Project Funding Agreement shall be required to support each implementation element submitted by each project sponsor identified in the Orange County Transit Annual Work Program except as specified in Section 4.03. Parties to this Comprehensive Participation Agreement shall endeavor to develop global-level agreements with appropriate timeframes for each project sponsor seeking to implement operating or capital projects. These agreements must be prepared prior to distributing funds and starting the Project(s). All Operating or Capital Project Funding Agreements shall have at least two signatories from appropriate parties and shall also adhere to the requirements further defined in Section 7.07 of the Governance ILA. Signatory authorizations to any Global/Project Agreements shall be determined by the minimum financial threshold by any party to such agreement.

4.03 **Grace Period for Legacy Projects.** Active project supported by Orange County Transit Plan Revenues or other Dedicated Local Transit Funding Sources at the time of execution of this Agreement and projects in the adopted Fiscal Year 2024 Work Program shall be eligible for continued funding through the end of Fiscal Year 2024 (Grace Period). If a global/operating or global/capital project funding agreement that conforms to the conditions in this Agreement is not in place prior to the start of Fiscal Year 2025, the project shall no longer be eligible for ongoing/additional funding until such Agreement is in place.

4.04 **Capital/Operating Agreement Development.** Each Capital Funding Agreement and Operating Agreement entered into by any of the Parties or the Partners must contain all components defined in this Participation Agreement. If any Implementation Agreement involves federal or state funding must in addition contain those elements required to maintain eligibility for such funds.

4.05 **Capital Improvement Program (CIP) Review.** Each year's work program development process shall include a review of the CIP to determine which, if any, projects no longer meet the needs of the overall transit plan. Goal for this would be to remove such project(s) and reallocate funding as necessary to other areas of need.

4.06 **Good Faith Effort.** For any Party to this Agreement, or any involved Implementation Partner, that is unable to deliver a project as included in the Annual Work Program due to issues outside their control, Parties to a specific Project Agreement will work with the Staff Working Group through good faith to determine appropriate action to help resolve issues and facilitate delivery of said project. Parties shall reference supporting Orange County Transit Financial Policies and Procedures to guide the resolution process.

ARTICLE V SUPPLANTATION/SUPPLEMENTATION

5.01 As of the Effective Date of this Participation Agreement, N.C.G.S. § 105-508.2 and N.C.G.S. § 105-564 require that Special District net tax proceeds must supplement and not supplant existing public transportation systems' funds or other resources as defined in Section 2.012 of the Governance ILA. The Parties acknowledge that the only funds subject to these requirements as of the execution of this Participation Agreement are:

- (a) Local Government Sales and Use Taxes for Public Transportation (N.C.G.S. 105-506:514) which is levied at its maximum allowable rate of one-half (1/2%) percent (*non-supplantation cited in N.C.G.S. 105-507.3.b*);
- (b) Regional Transit Authority Registration Tax (N.C.G.S. 105-560:569) which is levied at its maximum amount of \$8.00 per year with \$3.00 of each \$8.00 collected allocated locally to Orange County (*non-supplantation cited in N.C.G.S. 105-564*).

5.02 All Parties may pursue additional state and federal funding sources, which are not controlled locally, when appropriate for implementation of eligible projects. The use of existing funds or other resources, including state and federal funds, must be documented and made publicly available as a condition of receiving Orange County Transit Tax Revenue or other Locally Dedicated Transit Funding Sources. To the extent permitted by law, any audits required as a condition of receiving the identified funding sources shall be available for public inspection as well.

5.03 The most recently audited and reported local fiscal year prior to the January 15, 2012 of the one half (1/2%) percent Public Transportation Sales Tax Act local option sales and use tax as defined by N.C.G.S. 105-508 is the baseline for comparing all Parties' annual budgets for the Agreement.

5.04 Nothing herein shall be construed to modify, abridge, or deny the authority or discretion of any Party to independently develop, administer, or control transportation projects pursuant to enumerated authority or funding sources separate from the authority and funding sources outlined in this Participation Agreement.

5.05 All Parties shall work together in good faith to determine if the Participation Agreement's intent and purpose can be accomplished by executing necessary Amendments if statutory language in or judicial interpretation of N.C.G.S 105-508.2 or N.C.G.S 105-564 changes after Participation Agreement, execution.

ARTICLE VI AMENDMENT, TERMINATION AND NOTICE

6.01 **Amendment.** This Participation Agreement may be amended to add or remove Parties or to change content. After the Effective Date of this Participation Agreement, any Eligible Participant Party or Governance ILA Party may become a Party to this Participation Agreement upon execution of the Participation Agreement by an authorized designee of that Party's governing board (or equivalent). If any Party proposes to amend Participation Agreement content, then the proposed amendment and the reasons for the proposed amendment must be communicated in writing to the SWG. All the Parties that have executed the Participation Agreement must adopt the amendment. The Parties will conduct a review of the Agreement at least every four (4) years to consider any desired updates through the Agreement through the Amendment process. If any Party desires to amend the Agreement outside the four (4) year review cycle, then the proposed amendment and the reasons for the proposed amendment shall be communicated in writing to the other Parties. If the Parties agree to the proposed amendment, then the amendment shall be affected by entering a written amendment to the Agreement. An amendment that does not change the substantive or financial commitments of the Agreement may be executed by the Durham County Manager, the DCHC-MPO Executive Director, and the GoTriangle Chief Executive Officer. Any other amendment to the terms of this Agreement to be effective must be in the form of a written instrument properly authorized and executed by the governing boards of each Party to this Agreement.

6.02 **Termination upon a year's notice.** Any Party may terminate its obligations to this Participation Agreement by giving written notice of intent to terminate to the other Parties at least one (1) year prior to the effective termination date. A withdrawing Party must fulfill all obligations and duties of their Implementation Agreements unless such Agreements are terminated in accordance with their provisions. Any Party terminating participation is ineligible for future Orange County Transit Tax Revenue Funding or other Locally Dedicated Transit Funding Sources for any Implementation Element until and unless the Party re-enters into the Participation Agreement.

6.03 **Cooperation Provisions.** In the event of a termination, the terminating Party must fulfill existing and unperformed obligations until the effective termination date. The Participation Agreement remains in effect for the remaining Parties. The non-withdrawing Parties, beginning at the time notice of termination is received, shall work together in good faith to determine if the Participation Agreement's intent and purpose can be accomplished by executing necessary amendments and/or adding necessary Parties to perform the executory obligations of the withdrawing Party.

6.04 **Notice.** Any written or electronic notice required by this Participation Agreement shall be delivered to the Parties at the following addresses, with a copy where designated for each party, which copy shall not in and of itself constitute notice:

For DCHC MPO:

Durham Chapel Hill Carrboro Metropolitan Planning Organization
Executive Director
101 City Hall Plaza
Durham, NC 27701

For GoTriangle:

GoTriangle General
President/CEO
PO BOX 13787
Research Triangle Park, NC 27709

with a copy to:

GoTriangle General Counsel
PO Box 13787
Research Triangle Park, NC 27709

For the Town of Hillsborough:

Town of Hillsborough
Attn: Town Manager
PO Box 429
Hillsborough, NC 27278

with a copy to:

Town of Hillsborough
Attn: Town Attorney
PO Box 429
Hillsborough, NC 27278

For the Town of Carrboro:

Town of Carrboro
Attn: Town Manager
301 W Main Street
Carrboro, NC 27510

with a copy to:

Town of Carrboro
Attn: Town Attorney
301 W Main Street
Carrboro, NC 27510

For the Town of Chapel Hill:

Town of Chapel Hill
Attn: Town Manager
405 Martin Luther King Jr Blvd
Chapel Hill, NC 27514

with a copy to:

Town of Chapel Hill
Attn: Town Attorney
405 Martin Luther King Jr Blvd
Chapel Hill, NC 27514

For the City of Mebane:

City of Mebane
Attn: City Manager
106 East Washington Street
Mebane, NC 27302

with a copy to:

City of Mebane
Attn: City Attorney
106 East Washington Street
Mebane, NC 27302

For Orange County:

Orange County
Attn: County Manager
300 West Tryon Street
PO Box 8181
Hillsborough, NC 27278

with a copy to:

Orange County Attorney
300 West Tryon Street
PO Box 8181
Hillsborough, NC 27278

ARTICLE VII
MISCELLANEOUS PROVISIONS

7.01 **Representations and Warranties.** The Parties each represent, covenant, and warrant for the other's benefit as follows:

- (a) Each Party has all necessary authority to enter into this Participation Agreement and to conduct the processes created by this Participation Agreement. This Participation Agreement has been executed by each Party's governing body. This Participation Agreement is a valid and binding obligation of each Party.
- (b) To the knowledge of each Party, the execution and delivery of this Participation Agreement, the fulfillment of or compliance with its terms and conditions, and/or completing transactions conducted within this Participation Agreement results in a breach of the terms, conditions and provisions of any agreement or instrument to which a Party is now a party or by that it is bound or constitutes a default.
- (c) To the knowledge of each Party, there is no litigation or other court, or administrative proceeding pending or threatened affecting the Party's rights to execute or deliver this Participation Agreement or to comply with its obligations under this Participation Agreement.
- (d) Neither such Party's execution and delivery of this Participation Agreement, nor its compliance with its obligations under this Participation Agreement, requires the approval of any regulatory body or any other entity the approval of which has not been obtained.
- (e) The Parties agree to work together in good faith and with all due diligence to provide for and carry out the purpose of this Participation Agreement.

7.02 **Agreement Related Dispute Resolution.** It is the desire and intent of the Parties to resolve any disputes in a collaborative manner and to avoid, if possible, the expense and delay of litigation. In the event that any Party cannot resolve an issue with another Party under this Agreement, the affected party shall engage in the following process:

- (a) Any Party may give written notice to another Party or Parties of any dispute not resolved in the ordinary course of business. Within ten (10) business days after delivery of the written notice by regular or electronic mail, the receiving Party(ies) shall submit a written response to the disputing Party and designate in the notice a representative who will represent that Party in the negotiation to resolve the dispute. If a third-party mediator is necessary, the Party providing initial written notice will indicate as such in the notice and seek confirmation/approval by the receiving parties in written response. It shall be the responsibility of the Party giving notice to cover any costs related to any third-party mediator once confirmed/approved by the receiving parties.
- (b) Within ten (10) business days of receiving the response, the appointees of the disputing and receiving Parties shall meet at a mutually acceptable time and place, and thereafter, as often as necessary to resolve the dispute.

- (c) All reasonable requests for information made by one Party to the other shall be honored in a timely fashion to permit constructive discussion.
- (d) The duty to engage in dispute resolution is a material part of this Agreement enforceable by equitable relief.
- (e) Upon failure to resolve a dispute through the steps outlined in this Agreement, any Party may engage in other dispute resolutions processes agreed upon by the Parties or pursue any legal or equitable remedies available.

7.03 Waivers of Non-Compliance with Participation Agreement.

- (a) No provision of this Participation Agreement may be waived once the grace period as defined in Section 4.03, as applied to Legacy Projects, has concluded.
- (b) Any waiver of a provision or provisions of this document must be formally executed in accordance with section 7.07 of this Participation Agreement.
- (c) The failure of any Party to require timely compliance with this agreement or another agreement executed based upon this agreement shall not affect the right of the other Party to enforce the provisions of the agreement.
- (d) No waiver or acquiescence by a Party to any breach of any provision of an agreement is to be taken as authorization or a waiver to commit any subsequent breach of that provision or any other provision.

7.04 Governing Law. The parties intend that this Participation Agreement be governed by the law of the State of North Carolina. Proper venue for any action shall solely be Orange County.

7.05 Assignment. No Party may sell or assign any interest in or obligation under this Participation Agreement without the prior express written consent of the other Parties.

7.06 Independence of the Parties. Nothing herein shall be construed to modify, abridge, or deny the authority or discretion of any Party to independently develop, administer, or control Implementation Elements pursuant to enumerated authority or funding sources separate from those outlined in this Participation Agreement.

7.07 Execution in Counterparts/Electronic Version of Participation Agreement. This Participation Agreement may be executed via the use of counterparts. Any Party may convert the fully executed Participation Agreement to an electronic record pursuant to a North Carolina Department of Natural and Cultural Resources approved procedure and process for record retention purposes. Such electronic record of the Participation Agreement shall be deemed for all purposes to be an executed Participation Agreement.

7.08 No Waiver of Sovereign Immunity. Nothing in this Participation Agreement shall be construed to mandate purchase of insurance by Orange County pursuant to N.C.G.S. 153A-435 or purchase of insurance by any municipality pursuant to N.C.G.S. 160A-485; or to in any other

way waive any Party's defense of sovereign or governmental immunity from any cause of action alleged or brought against any Party for any reason if otherwise available as a matter of law.

7.09 No Waiver of Qualified Immunity. No officer, agent or employee of any Party shall be subject to any personal liability by reason of the execution of this Participation Agreement or any other documents related to associated transactions. Such officers, agents, or employees execute this Participation Agreement in their official capacities only and not in their individual capacities. This section shall not relieve any such officer, agent, or employee from the performance of any official duty provided by law.

7.10 Verification of Work Authorization; Iran Divestment Act. All Parties, and any permitted subcontractors, must comply with Article 2, Chapter 64, of the North Carolina General Statutes. The Parties hereby certify that they, and all permitted subcontractors, if any, are not on the Iran Final Divestment List created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.58.

7.11 Third-Party Beneficiaries. There are no third-party beneficiaries to this Participation Agreement.

The Comprehensive Participation Agreement between Orange County, Durham-Chapel Hill-Carrboro Metropolitan Planning Organization, Research Triangle Regional Public Transportation Authority, Town of Chapel Hill, Town of Carrboro, Town of Hillsborough, and City of Mebane was _____ by the Orange County Board of Commissioners by a vote of _____ on _____, 2023.

ATTEST:

ORANGE COUNTY, NORTH CAROLINA

BY: _____

BY: _____

TITLE: _____
Commissioners

TITLE: Chairperson, Board of County

The Comprehensive Participation Agreement between Orange County, Durham-Chapel Hill-Carrboro Metropolitan Planning Organization, Research Triangle Regional Public Transportation Authority, Town of Chapel Hill, Town of Carrboro, Town of Hillsborough, and City of Mebane was _____ by the Durham-Chapel Hill-Carrboro Metropolitan Planning Organization Board by a vote of _____ on _____, 2023.

ATTEST:

**DURHAM-CHAPEL HILL-CARRBORO
METROPOLITAN PLANNING ORGANIZATION**

BY: _____

BY: _____

TITLE: _____

TITLE: Chairperson, Durham-Chapel Hill-Carrboro
Metropolitan Planning Organization Board

The Comprehensive Participation Agreement between Orange County, Durham-Chapel Hill-Carrboro Metropolitan Planning Organization, Research Triangle Regional Public Transportation Authority, Town of Chapel Hill, Town of Carrboro, Town of Hillsborough, and City of Mebane was _____ by the GoTriangle Board of Trustees by a vote of _____ on _____, 2023.

ATTEST:

**RESEARCH TRIANGLE REGIONAL PUBLIC
TRANSPORTATION AUTHORITY D/B/A
GOTRIANGLE**

BY: _____

BY: _____

TITLE: _____

TITLE: Chairperson, Board of Trustees

The Comprehensive Participation Agreement between Orange County, Durham-Chapel Hill-Carrboro Metropolitan Planning Organization, Research Triangle Regional Public Transportation Authority, Town of Chapel Hill, Town of Carrboro, Town of Hillsborough, and City of Mebane was _____ by the Town of Chapel Hill Town Council by a vote of _____ on _____, 2023.

ATTEST: **TOWN OF CHAPEL HILL, NORTH CAROLINA**
BY: _____ BY: _____
TITLE: _____ TITLE: Chairperson, Town Council

The Comprehensive Participation Agreement between Orange County, Durham-Chapel Hill-Carrboro Metropolitan Planning Organization, Research Triangle Regional Public Transportation Authority, Town of Chapel Hill, Town of Carrboro, Town of Hillsborough, and City of Mebane was _____ by the Town of Carrboro Town Council by a vote of _____ on _____, 2023.

ATTEST: **TOWN OF CARRBORO, NORTH CAROLINA**
BY: _____ BY: _____
TITLE: _____ TITLE: Chairperson, Town Council

The Comprehensive Participation Agreement between Orange County, Durham-Chapel Hill-Carrboro Metropolitan Planning Organization, Research Triangle Regional Public Transportation Authority, Town of Chapel Hill, Town of Carrboro, Town of Hillsborough, and City of Mebane was _____ by the Town of Hillsborough Board of Commissioners by a vote of _____ on _____, 2023.

ATTEST: **TOWN OF HILLSBOROUGH, NORTH CAROLINA**
BY: _____ BY: _____
TITLE: _____ TITLE: Chairperson, Board of Commissioners

The Comprehensive Participation Agreement between Orange County, Durham-Chapel Hill-Carrboro Metropolitan Planning Organization, Research Triangle Regional Public Transportation Authority, Town of Chapel Hill, Town of Carrboro, Town of Hillsborough, and City of Mebane was _____ by the City of Mebane Town Council by a vote of _____ on _____, 2023.

ATTEST: **CITY OF MEBANE, NORTH CAROLINA**
BY: _____ BY: _____
TITLE: _____ TITLE: Chairperson, City Council

Transit Governance

Interlocal Agreement

Between

Orange County

Durham-Chapel Hill-Carrboro Metropolitan Planning Organization

And

Research Triangle Regional Public Transportation Authority

This Interlocal Agreement (the "Agreement"), is entered into this 8th day of March 2023, by and between Orange County, North Carolina, a public body politic and corporate of the state of North Carolina (hereinafter "Orange County"), Durham-Chapel Hill-Carrboro Metropolitan Planning Organization, a metropolitan planning organization (hereinafter "DCHC MPO" or "MPO") and Research Triangle Regional Public Transportation Authority d/b/a GoTriangle, a public body politic and corporate of the State of North Carolina; each individually referred to as a "Party" and collectively referred to herein as "the Parties";

Witnesseth:

Whereas, Orange County, DCHC MPO and GoTriangle, all of which have specific roles in the implementation of public transit in the Orange County area, have determined that it is in their best interest to coordinate public transit planning, funding, expansion, and construction; and

Whereas, GoTriangle is a regional public transportation authority created in accordance with the provisions of N.C.G.S 160-603 *et seq.* by concurrent resolution of Durham, Orange and Wake counties and duly incorporated as a body corporate and politic and vested with the general powers set forth in N.C.G.S. Chapter 160A Article 26; and

Whereas, DCHC MPO is the Metropolitan Planning Organization for the Durham-Chapel Hill-Carrboro Urbanized Area, established pursuant to 23 U.S.C. 134 *et seq.* and recognized under the laws of North Carolina pursuant to N.C.G.S. 136-200.1; and

Whereas, Orange County is a body politic and corporate vested with the corporate powers set forth in N.C.G.S 153A-11; and

Whereas, GoTriangle, DCHC MPO and Orange County, among others, are parties to an agreement signed in 2016 titled "Agreement setting Forth the Mutual Understanding of the Parties as to the Scope and Content of the Financial Plan", which defined the creation of the Triangle Tax District; and

Whereas, GoTriangle serves as the regional public transportation authority that administers the Triangle Tax District pursuant to N.C.G.S 105-508; and

Whereas, the Parties to this Agreement, in collaboration with local partners and stakeholders, shall carry out the implementation of the Orange County Transit Multi-Year Vision Plan, which shall include an approved financial plan pursuant to N.C.G.S 105-508.1; and

Whereas, the Parties pursuant to the authority of N.C.G.S. 160A-461 *et seq.* are authorized to enter into this Agreement and joint planning and implementation efforts in order to pursue the above stated goals.

Now Therefore, for and in consideration of the promises and covenants contained in this Agreement and the mutual benefits derived therefrom, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

Article I

Purpose and Scope

- 1.01 **Purpose.** The purpose of this Agreement is to provide a plan of governance that will efficiently, effectively, and equitably implement public transit services and projects as set forth in the Orange County Transit Multi-Year Vision Plan (see 2.038 for definition) and associated Orange County Transit Annual Work Programs (see 2.011 for definition). This Agreement will also guide updates and amendments to the Orange County Transit Multi-Year Vision Plan which include the planning, design, funding, implementation, and operation of transit services; reporting expectations; and resolution of issues.
- 1.02 **Scope.** The scope of this Agreement shall be the governance of the planning, financing, and implementation of the Orange County Transit Multi-Year Vision Plan, as it may be amended from time to time as provided for herein.
- 1.03 **Objective.** The objective of this Agreement is to create a governance structure to successfully meet the purposes of this agreement.

Article II

Definitions

- 2.01 “Annual Capital Budget” shall mean the upcoming year of the multi-year Capital Improvement Plan (CIP) which is enacted by adoption of the capital projects ordinance pursuant to N.C.G.S. Chapter 159. This budget shall include the allocation of financial resources to specific project sponsors for specific projects. Appropriations that are made pursuant to the Annual Capital Budget shall be budgeted to project elements such as, but not limited to, infrastructure projects or vehicle rolling stock (depreciable items) in a multi-year major fund such that funding does not revert to available capital fund balance at the end of the fiscal year.
- 2.02 “Annual Operating Budget” shall mean the upcoming year of the annual operating program, which is enacted by the adoption of the operating projects ordinance pursuant to N.C.G.S. Chapter 159. This budget shall include the allocation of financial resources to specific project sponsors for specific projects. Appropriations that are made pursuant to the Annual Operating Budget shall be budgeted to elements such as, but not limited to, elements to support the operations, maintenance, and administrative oversight of public transportation services and the

overhead costs related to Tax District functions. The annual operating budget shall be budgeted by major fund. The annual operating budget shall also contain the annual administrative functions, the details of which shall be provided independently of operating costs associated with transit operating projects.

- 2.03 “Annual Orange Transit Report” shall mean a report that provides information regarding meeting strategic public transit objectives and includes the performance achieved, the strategies being followed, and performance targets and key milestones for capital projects and operating services.
- 2.04 “Annual Work Program Development Calendar” shall refer to the agreed upon schedule that is developed at the start of each fiscal year. This schedule outlines critical milestone-dates for which elements supporting the Annual Work Program are to be developed, drafted, and coordinated for review and approval by the SWG, and presented as information to all governing boards that are parties to this agreement.
- 2.05 “Audited Financial Statements” shall refer to financial statements which have been audited by a Certified Public Accountant and for which an opinion has been expressed to meet US generally accepted accounting principles or principles adopted by Governmental Accounting Standards Board (GASB) and prepared in accordance with N.C.G.S. 159-34.
- 2.06 “Capital Funding Agreement” shall mean an agreement between agencies to provide funding supporting an Implementation Element for specified capital improvements. Any such agreement will include details of the capital improvements to be provided and detail expectations on Orange County Transit Annual Work Program resource funding, responsibilities, schedule, and performance and shall adhere to any and all standards outlined in the supporting Comprehensive Participation Agreement.
- 2.07 “Capital Projects” shall mean purchase of land or interests in land; purchase, construction or demolition of buildings or other physical facilities; purchase of services of architects, engineers, as well as other studies; site improvements or development necessary for the implementation of transit projects; purchase or installation of fixed or moveable equipment necessary for the installation and operation of transit services; rolling stock or vehicles as defined by the Federal Transit Administration; corridor and project planning studies; infrastructure projects; and information technology costs that result in a long-term asset.
- 2.08 “Capital Projects Ordinance” shall mean the annual financial ordinance budgeted for the Orange Transit major capital fund pursuant to N.C.G.S Chapter 159., tied to the multi-year Capital Improvement Plan, the Annual Capital Budget and planned capital project funding agreements that implement needed capital projects.
- 2.09 “Component Unit” or “Separate Component Unit” shall refer to a unit of local government within the Tax District if the primary entity has administrative responsibility for the budget adoption and operation and management of transit services provided by the unit. The primary entity shall report in its financial statements information about the relationship between any component unit(s) and the primary entity. The primary entity also is required to report Orange Transit Plan Revenues, including Dedicated Local Transit Funding Sources, expenditures and fund balance in columns separate from the primary entity’s financial data in its annual audited statements.

- 2.010 “Annual Comprehensive Financial Report” (“ACFR”) shall mean the report prepared by governmental entities that complies with the accounting regulations promulgated by the Governmental Accounting Standards Board (GASB).
- 2.011 “Orange County Transit Annual Work Program” or “Work Program” shall mean the comprehensive annual program for transit capital and operations presented by the SWG (see 2.034) which shall include all of the separate components of:
- a. Annual Operating Budget Ordinance. This shall be supplied for the Orange Transit major operating fund which will appropriate funds for the operation, administration, and implementation of projects identified in the Work Program as operating projects;
 - b. Annual Tax District administration budget for the Orange Transit major operating and capital fund;
 - c. Multi-Year Capital Improvement Plan (CIP) supplied for the Orange Transit major capital fund that clearly identifies specific projects, project sponsors responsible for undertaking those projects, project funding sources, and project expenditures. (NOTE: The Multi-year CIP shall be updated annually to coincide with the annual capital budget always being the first year of appropriation of funding for capital projects identified in the CIP. The Multi-year CIP shall be coordinated with the Metropolitan Transportation Plan, Transportation Improvement Program, and annual program of projects developed and maintained by the DCHC MPO designated recipient of federal formula transit grants so as to be consistent with submittal deadlines for the Transportation Improvement Program and the horizon years of the Metropolitan Transportation Plan.);
 - d. Annual Capital Budget Ordinance supplied for the Orange Transit major capital fund that allocates financial resources to specific project sponsors for specific projects and represents the current year of appropriation of funding for capital projects identified in the Multi-Year CIP;
 - e. Annual Operating Program (as defined *supra*.);
 - f. Adjustment of the Current Orange Transit Financial Plan and financial model assumptions and corresponding update of the planning horizon of Orange County Transit Multi-Year Vision Plan future projects not included in the current Multi-year CIP. The Parties shall use good faith efforts to align planning horizon year with the horizon year of the current DCHC MPO MTP. The Financial Model shall contain agreed upon financial assumptions of the SWG (and supporting subcommittees as designated) for the Orange County Transit Annual Work Program revenues involving federal, state, and local sources and multi-year capital and operating costs including liquidity targets and debt ratios relevant to rating agency metrics;
 - g. Multi-year Capital Funding Agreements or Global Agreements; and
 - h. Multi-year Operating Agreements or Global Agreements.
- 2.012 “Dedicated Local Transit Funding Sources” shall be defined as all revenues derived from transit funding sources in support of the Orange County Transit Multi-Year Vision Plan, which shall include, but not limited to (for potential future need):
- a. Article 43 Half-Cent (0.5 percent) Sales and Use Tax. This is the ½ percent local option sales and use tax as defined by N.C.G.S 105-508;

- b. Article 51 Three-Dollar (\$3) increase to GoTriangle Regional Vehicle Registration Fee. This is the increased portion of the regional vehicle registration fee assessed by GoTriangle in accordance with N.C.G.S 105-561 *et seq.* allocated to Orange County;
 - c. Article 52 Seven-Dollar (\$7) County Vehicle Registration Fee. This is the County vehicle registration fee assessed by the Orange County Board of Commissioners in accordance with N.C.G.S 105-570 *et seq.*; and
 - d. Vehicle Rental Tax. Any portion of vehicle rental tax collected by GoTriangle pursuant to N.C.G.S. 105-550 *et seq.* that is allocated to Orange County by the GoTriangle Board of Trustees. Future allocations of the Vehicle Rental Tax after FY23 shall be subject to the sole discretion of the GoTriangle Board of Trustees approval. If the GoTriangle Board of Trustees chooses to suspend any allocations of the Vehicle Rental Tax to Orange County, the Board of Trustees shall provide said county with three (3) months' notice of such suspension.
- 2.013 "Orange County Transit Plan Revenue" shall mean Dedicated Local Transit Funding Sources, any federal or state funds allocated by a designated recipient, debt proceeds, fares, local contributions, and any other sources of revenue used to fund the Orange County Transit Multi-Year Vision Plan
- 2.014 "Equitable Use of Net Proceeds Within or To Benefit the Special District" as that term is used in N.C.G.S. 105-508.1 shall mean:
- a. The revenues collected in Orange County must be spent for the benefit of that County. That does not mean they have to be spent in the County.
 - b. For Cross-County projects, rates that are negotiated on some agreed upon periodic basis by the counties are by definition equitable
- 2.015 "Financial Model" shall mean a long-term financial planning model, that projects revenues and expenditures and includes all Dedicated Local Transit Funding Sources, as well as additional projected sources for projects and planned uses of funds as necessary for both capital projects and operating expenses, and is used to evaluate the impact of operating and funding decisions on the Orange Transit major operating and capital funds' financial condition to ensure the Orange County Transit Multi-Year Vision Plan's policies and objectives are maintained in the long-term, including liquidity targets and debt ratios relevant to rating agency metrics. Only Orange County Transit Plan Revenue, including Dedicated Local Transit Revenues, and expenditures of projects in support of the Orange County Transit Multi-Year Vision Plan shall be included in the Financial Model.
- 2.016 "Financial Plan" as that term is used in N.C.G.S. 105-508.1(2) shall mean:
- a. the Financial Plan requiring approval shall mean the Plan Implementation and Finance components of the most current Orange County Transit Multi-Year Vision Plan as supported by the details of the Orange County Transit Multi-Year Vision Plan and modeled in the associated Financial Model. Approval authority over the Financial Plan by the parties to this agreement only applies to the Dedicated Local Transit Funding Sources. Any other funding sources comprising the Financial Plan should be provided by appropriate project sponsors (as approved by their governing body) during the Annual Work Program and/or Multi-Year Vision Plan development processes.
 - b. **If now or in the future the Special District consists of Orange County and one or more other counties**, the Financial Plan shall only include funds that would be budgeted and

reported in the Orange Transit major operating and capital funds, provided that financial plans for other counties in the District, if any, have previously been approved by those counties.

- 2.017 "Financial Statements" shall mean the statement of financial condition prepared in accordance with N.C.G.S 159-25.
- 2.018 "GASB" shall mean the Governmental Accounting Standards Board (GASB) which establishes standards and principles for state and local governmental accounting and financial reporting.
- 2.019 "Implementation Element" shall mean a discrete project, operation or study or a discrete logical grouping of projects, operations or studies tracked separately by the Orange County Transit Annual Work Program.
- 2.020 Local Government Commission ("LGC") is established by N.C.G.S. 159-3 and provides assistance to local governments and public authorities in North Carolina. It is staffed by the Department of State Treasurer and approves the issuance of debt for all units of local government and assists those units with fiscal management.
- 2.021 "Major Fund" shall be, as defined by the GASB, a fund that is reported in a separated column in the basic fund financial statements and is subject to a separate audit opinion in the independent auditor's report. As defined, the Tax District shall report at a minimum major fund for the Orange Transit Work Plan Operating Funds and a major fund for the Orange Transit Work Plan Capital Funds.
- 2.022 "Global Agreement" shall mean an Operating or Capital Funding agreement that encompasses a discrete logical grouping of capital projects, transit operations or studies.
- 2.023 "Enhanced Quarter-2 Report" shall mean a report delivered approximately 6 months into the year of current work program implementation that provides information regarding progress toward strategic objectives outlined in the Orange County Transit Annual Work Program and includes the performance achieved, the strategies being followed, and performance targets and key milestones for Capital Projects and operating services identified in the Orange County Transit Annual Work Program.
- 2.024 "Multi-Year Capital Improvement Plan" ("CIP") shall mean a multi-year document that identifies by year projected capital projects, project sponsors responsible for undertaking these projects, the financial costs, and anticipated sources of funding for those projects, and identifies any projected operating costs associated with those projects. The CIP shall be coordinated with the Metropolitan Transportation Plan, Transportation Improvement Program, and annual program of projects developed and maintained by the DCHC MPO as designated recipient of federal formula transit grants so as to be consistent with submittal deadlines for the Transportation Improvement Program and the horizon years of the Metropolitan Transportation Plan.
- 2.025 "Annual Operating Program" shall mean the annual document describing transit operating programs, which could include the development of local bus, express bus, Bus Rapid Transit, Commuter Rail Transit, or other public transportation-type services not specifically highlighted here to be funded by the Tax District. It will describe service changes planned for the year and preliminary service proposals and financial projection for the subsequent years. A detailed report on the status of each bus and rail route shall also be included, along with performance objectives for the coming year. The document shall also describe administrative, planning, marketing, or other functions that are not directly accounted for in specific infrastructure

- project delivery or allocated to service delivery, but which are essential to the implementation of the Transit Plan.
- 2.026 “Multi-Year Service Implementation Plan” shall mean a document or documents that detail how transit services will be modified, to include expansion and reduction, operated and maintained over a specific number of years. The plan(s) shall detail timing and schedule, justifications for implementation decisions, and public involvement steps. Different transit operators may have different plans for implementation, but the different plans must be coordinated with each other particularly with respect to anticipated funding and public outreach.
- 2.027 “Non-Orange County Revenues” shall mean all revenues collected on behalf of member counties other than Orange County within the Tax District or Special District that are derived from transit funding sources associated with counties other than Orange County.
- 2.028 “Operating Agreement” shall mean an agreement between an agency tasked to provide an Implementation Element, the Tax District and other agencies as needed, or an operating plan if the Implementation Element is to be provided by the Agency. The agreement shall state the details of the service to be provided and detail expectations on funding, responsibilities, schedule, and performance. The agreement shall adhere to any/all standards outlined in the supporting Comprehensive Participation Agreement.
- 2.029 “Operating Budget Ordinance” shall mean the annual financial ordinance budgeted for the Orange Transit major operating fund pursuant N.C.G.S. Chapter 159, tied to Operating Agreements, that includes funds for the operations identified in the Orange Transit Work Plan, allocations for reserves, and transfers to other such funds such as other Orange Transit major funds identified by the Component Unit. The Operating Budget Ordinance shall include the general administrative and maintenance expenses of the unit separate from the Project Operating Funds.
- 2.030 “Operating Funds” shall mean funds appropriated in the annual operating budget for the administration, operation and maintenance of the transit system.
- 2.031 “Operating Fund Balance” shall mean the reported amounts restricted by enabling legislation for the Orange Transit major operating fund, presented in the basic financial statements, and disclosed in the notes to the Financial Statements as required under generally accepted accounting standards.
- 2.032 “Project Operating Funds” shall mean funds appropriated in the annual Operating Budget Ordinance to support the operation of projects identified in the Orange County Transit Annual Work Program.
- 2.033 “Quarterly Financial Reports” shall mean the quarterly statement of financial condition prepared in accordance with N.C.G.S. 159-25.
- 2.034 “Special District” shall mean any tax district administered by GoTriangle pursuant to authorizing resolutions and N.C.G.S. 105-508 *et seq.* or N.C.G.S 105-561 *et seq.* to which Orange County is a member, now or in the future.
- 2.035 “Staff Working Group” or “SWG” shall mean a committee created by this Agreement for the purposes enumerated and as defined in Article III herein. The SWG is jointly charged by all parties to this Agreement with coordinating planning and implementation aspects of the Orange County Transit Annual Work Program (as defined in 2.011), as well as facilitating elements of the Orange County Transit Multi-Year Vision Plan (as defined in 2.038) and serving in an advisory

role to the Orange County Board of Commissioners, DCHC MPO Executive Board, and GoTriangle Board of Trustees.

- 2.036 “Supplantation” shall mean the opportunity for parties to this agreement to use certain funding sources to replace existing funds or other resources for public transportation systems.
- a. Local Funding Source that allows supplantation: the County Vehicle Registration Tax (N.C.G.S 105-570) which is levied at its maximum amount of \$7.00 per year;
 - b. Local Funding Sources that do not allow supplantation:
 - i. Local Government Sales and Use Taxes for Public Transportation (N.C.G.S. 105-506:514) which is levied at its maximum allowable rate of one-half percent (*non-supplantation cited in N.C.G.S 105-507.3.b*);
 - ii. Regional Transit Authority Registration Tax (N.C.G.S. 105-560:569) which is levied at its maximum amount of \$8.00 per year with \$3.00 of each \$8.00 collected allocated locally to Orange County (*non-supplantation cited in N.C.G.S. 105-564*).
- 2.037 “Tax District” shall mean any tax district administered by GoTriangle pursuant to authorizing resolutions and N.C.G.S. 105-508 *et seq.* or N.C.G.S 105-561 *et seq.* to which Orange County is a member, now or in the future.
- 2.038 “Transit Plan,” or “Multi-Year Vision Plan,” shall mean the comprehensive multi-year vision plan for transit operating and capital needs over a period of time of at least 4 years, through coordination with the DCHC-MPO Metropolitan Transportation Plan adoption process and shall also be prepared by the SWG for approval by appropriate governing boards, which shall include all the separate components of:
- a. Multi-year Capital Improvement Plan
 - b. Annual Operating Program, or Multi-Year Service Implementation Plan, which shall include assumptions for administrative staff needs to support plan implementation efforts across the period of time defined by the Transit Plan
 - c. Financial Plan (as defined in section 2.016)
 - d. Update of the Financial Model Assumptions (if applicable)
- 2.039 “Triangle Tax District” shall mean the tax district, also referred to as the Special District created by GoTriangle on or about May 25, 2016, pursuant to authorizing resolutions and N.C.G.S. 105-508 *et seq.*
- 2.040 “Comprehensive Participation Agreement” shall mean an agreement that formally invites parties to participate in plan implementation elements that are not explicitly parties to this Transit Governance Interlocal Agreement.

Nothing herein shall prevent Orange County from entering a mutually negotiated Cost Sharing Agreement with other jurisdictions for any regional transit projects or systems so long as they are detailed in the Multi-Year Vision Plan.

Article III

Staff Working Group (“SWG”)

- 3.01 SWG Established. The Parties hereby establish the Orange County Staff Working Group (“SWG”). Pursuant to the authority set forth in this Agreement, the SWG shall coordinate planning and oversee the implementation of the Annual Work Program, as well as facilitate development of elements for the Multi-Year Vision Plan. It shall also serve in an advisory role to the Orange County Board of Commissioners, DCHC MPO Board and GoTriangle Board of Trustees.
- 3.02 Membership, Organization and Objectives.
- a. Initial Membership. The initial membership of the SWG shall be comprised in two categories – voting & non-voting.
 - i. Voting members: two (2) staff members shall be appointed by each of the ILA Parties (“ILA Party Members;” each party should consider a planning/administrative representative as well as a finance representative); two (2) staff members shall be appointed by the Town of Chapel Hill (one general representing the Town; the other representing Chapel Hill Transit); and one (1) staff member appointed by each of the following, the Town of Carrboro, Town of Hillsborough and the City of Mebane.
 - ii. Non-Voting members: each party shall appoint one (1) staff member appointed from the following organizations to advise County Transit Plan Implementation efforts. These organizations are: Triangle-J Council of Governments, and University of North Carolina, Chapel Hill
 - b. Voting Structure for Initial Membership. When a vote is called by the chair on any issue, each ILA Party Member, as well as the Town of Chapel Hill, shall have two (2) votes; the Town of Carrboro, Town of Hillsborough, and City of Mebane shall have one (1) vote.
 - c. Regular Membership. The meeting of the SWG shall be called by the SWG Administrator by way of the DCHC MPO within fifteen (15) days of the execution of this Agreement. The meeting shall abide by rules set forth in this agreement. A Chair and Vice-Chair shall be elected by the voting members at this initial meeting. Prior to June 30, 2023, the SWG should finalize and approve rules, agencies and expectations for regular membership and organizational function. The initial members of the SWG should take into consideration various required skill sets, specifically in local planning, budgeting, finance, project construction and operations.
 - d. Operational Rules of SWG. By June 30, 2023, the members of the SWG shall, consistent with the responsibilities outlined in Section 3.03 and the flexibilities outlined in 3.04, submit to the Orange County Board of Commissioners, DCHC MPO Board and GoTriangle Board of Trustees for
 - i. Approval: 1) bylaws including the provisions of Section 3.05; 2) rules dictating the composition, organization, and function of the SWG; 3) rules dictating amendment procedure for both the Annual Work Program and Multi-Year Vision Plan; and
 - ii. Review as information through appropriate timeframe cycles 1) a meeting schedule; 2) a list of deadlines for the submittals defined herein; and 3)

identification of the Party to serve as the lead agency for each of the responsibilities enumerated in Section 3.03.

- e. The SWG, which serves as an administrative and advisory arm to the parties of this agreement, shall adhere to public meeting laws as outlined in N.C.G.S. 143-318.9:18 (Article 33 of Chapter 143, "Meetings of Public Bodies").
- f. Timeliness. The SWG shall develop processes and procedures to allow decision to be made in a timely manner. Duties not specifically denoted under Section 3.03 may be delegated to other groups. The designation and delegation of these duties shall be approved by the appropriate governing boards based on plan elements' (i.e., Annual Work Program or the Multi-Year Vision Plan) impacts and shall include the governing boards that represent the parties to this agreement.

- 3.03 Responsibilities. The SWG shall be charged with the development or delegation to a Party as a lead agency of the following:
- a. Annual Work Program, including all the separate elements defined in Section 2.011
 - b. a Multi-Year Vision Plan;
 - c. Templates containing minimum standards for project and financial reports (first version by June 30, 2023)
 - d. Designation of project sponsors (agencies responsible for each respective capital and operating project), including agencies responsible for each Implementation Element;
 - e. A strategy for each Implementation Element or agreement, which shall include scope, geography, estimated budget, sponsoring agency/jurisdiction, purpose, and goals; and
 - f. An articulated strategy for incorporating or account for public outreach, involvement, and communication with the deliverables set forth in a, b, d, and e.
- 3.04 Assignment. The SWG may, by vote or by other mechanism allowed in its bylaws, assign the creation and maintenance of certain documents for which it is responsible to Parties or SWG members. However, the SWG shall not delegate its responsibility to review and present documents and products which are defined in Section 3.03 as SWG responsibilities. All documents related to the duties of Section 3.03 produced on behalf of the SWG must be reviewed and formally approved, by SWG prior to release.
- 3.05 Minimum Quorum and Voting. The Parties to this Agreement agree that the SWG deliberation process must allow decisions to be made in an efficient and timely manner. A quorum shall be when 7 of 11 SWG members appointed by the Parties to this Agreement are present for a SWG meeting.
- 3.06 Right to Inspect. All Parties to this Agreement, or their authorized representative(s), shall have the right to inspect, examine, and make copies of any and all books, records, electronic files, agreements, minutes, and other writings and work products related to the operation and day to day business of the SWG.
- 3.07 Staff Working Group Lead Agency Determination. Any party to this Agreement shall be responsible for hosting, convening and administering (serving as the 'Lead Agency') the Staff Working Group (SWG) and hosting the role of the Staff Working Group Administrator, which is a critical role to facilitate program development and plan implementation. The parties to this Agreement shall determine SWG Administration Lead Agency by June 30, 2023 and shall be reevaluated with each multi-year vision plan update process. DCHC MPO shall continue to serve as the SWG Administrator upon execution of this agreement through the aforementioned

deadline. Lead Agency assignment for SWG Administration shall be recommended by the SWG to all three governing boards represented through this Agreement for approval.

Article IV

Term, Termination, Amendment

4.01 Term.

- a. Effective Date. This Agreement shall become effective upon the properly authorized execution of the Agreement by all Parties.
- b. This Agreement shall continue for a period of seventeen (17) years from the Effective Date, unless otherwise amended by the prior express written agreement of the Parties. This term aligns with horizon year of the current County Transit Multi-year Vision Plan at the time of execution of this Agreement.
- c. Any amendment, termination, or renewal of the Term must be in the form of a written instrument properly authorized and executed by the governing boards of each Party.
- d. The Parties agree that the Term shall be extended by mandatory amendment though the final maturity dates of any debt issued and payable from Orange County Transit Tax Revenues seventeen (17) year initial term.

4.02 Termination.

- a. Material Breach. If any Party violates a responsibility, duty, or assumption stated in Article V, the other Party(ies) shall give written notice of the breach and request to cure. If such breach is not cured within thirty (30) days of written notice thereof, any non-breaching Party may, without further notice or demand, in addition to all other rights and remedies provided in this Agreement, at law or in equity, terminate this Agreement and recover any damages to which it is entitled because of said breach. In the event of a non-material breach of the Agreement, the termination procedure set forth in 4.02(b) shall apply.
- b. Termination upon one (1) year's notice. Any Party may terminate its participation in this Agreement with or without breach by giving written notice to each other Party of intent to terminate, as well as reasons for terminating (which shall be in the sole discretion of the terminating party), at least one (1) year prior to the effective termination date.
- c. Bankruptcy/Insolvency Special Provisions. If any Party applies for or consents to the appointment of a receiver, trustee or similar officer for it or any substantial part of its property or assets, or any such appointment is made without such application or consent by such Party and remains discharged for sixty (60) days, or files a petition in bankruptcy or makes a general assignment for the benefit of creditors, then such action shall constitute a material breach of this Agreement not requiring notice and opportunity to cure and the other Party(ies) may terminate effective immediately.
- d. Cooperation Provisions. In the event of termination pursuant to any subsection hereunder, the terminating Party shall not be relieved of any existing and underperformed obligations up until the effective date of termination, and the Agreement shall remain in effect as to the non-withdrawing Parties. The non-withdrawing Parties, beginning at the time of notice of termination is received, shall work together in good faith to determine if the intent and purpose of the Agreement

can be accomplished by executing any Amendments deemed necessary and/or adding any parties deemed necessary to perform the executory obligations of the withdrawing Party.

- e. Non-Exclusive Remedies. No remedy provided in this Agreement shall be considered exclusive of any other remedy in law or in equity.
- f. Repeal and Dissolution. Nothing herein shall be construed to restrict Orange County's ability to repeal any transit tax previously enacted and consideration will be given by the County to any transit taxes levied in support of debt service in support of the Orange County Transit Annual Work Program. Nothing herein shall be construed to restrict Orange County's ability to request dissolution of the special tax district in accordance with N.C.G.S. 105-509.1 and N.C.G.S. 105-473(a).
- g. Notice. Any written or electronic notice required by this section shall be delivered to the Parties at the following addresses:

For Orange County:

Orange County
Attn: County Manager
300 West Tryon Street
PO Box 8181
Hillsborough, NC 27278

With a copy to:

Orange County Attorney
300 West Tryon Street
PO Box 8181
Hillsborough, NC 27278

For DCHC-MPO:

Durham Chapel Hill Carrboro Metropolitan Planning Organization
Attn: Executive Director
101 City Hall Plaza
Durham, NC 27701

For GoTriangle:

GoTriangle
Attn: General Manager
PO Box 13787
Research Triangle Park, NC 27709

With a copy to

Attn: GoTriangle General Counsel
PO Box 13787
Research Triangle Park, NC 27709

4.03 Amendment. The Parties will conduct a coordinated review of the Agreement at least every four (4) years to consider any desired updates through the Agreement amendment process. If any Party desires to amend the Agreement outside the (4) four-year review cycle, then the proposed amendment and the reasons for the proposed amendment shall be communicated in writing to the other Parties. If the Parties agree to the proposed amendment, then the amendment shall be affected by entering a written amendment to the Agreement. An amendment that does not change the substantive or financial commitments of the Agreement may be executed by the Orange County Manager, the DCHC-MPO Executive Director, and the GoTriangle Chief Executive Officer. Any other amendment to the terms of this Agreement to be effective must be in the form of a written instrument properly authorized and executed by the governing boards of each Party to this Agreement.

Article V

Responsibilities, Financial Duties and Assumptions of the Parties

The responsibilities of the Parties are as follows:

- 5.01 Orange County shall carry out its legal, contractual, fiscal, and fiduciary duties as government as follows:
- a. Shall provide staff to serve on the SWG;
 - b. Shall enter into Capital Funding Agreements and Operating Funding Agreements to study, plan, and construct public transit infrastructure capital Implementation Elements for which Orange County is a designated project sponsor and/or providing funding in-part or wholly and to deliver such Implementation Elements as identified within the Orange Transit Annual Work Program and or the Orange Transit Multi-Year Vision Plan;
 - c. Shall provide required financial and status reports on Implementation Elements for which Orange County is providing funding in-part or wholly (i.e., serving as a project sponsor);
 - d. Shall coordinate approval of the components of the Annual Work Program identified in Section 2.011 by the Orange County Board of Commissioners;
 - e. Shall coordinate, as needed, to review documents, as defined in Article II or in subsequently developed policies & procedures that support transit plan implementation, and recommend for approval by the Orange County Board of Commissioners when necessary;
 - f. Shall coordinate approval of the Multi-Year Vision Plan identified in Section 2.038 by the Orange County Board of Commissioners;
 - g. Comply with N.C.G.S. 143-6A-4, the "Iran Divestment Act Certification";
 - h. Perform other any other actions consistent with the powers and duties set forth in N.C.G.S. Chapter 153A and N.C.G.S 105-561 *et seq.*; and
 - i. To the extent applicable, shall comply with 23 U.S.C. 134, 49, U.S.C. Chapter 53, and N.C.G.S. Chapter 136;
- 5.02 DCHC-MPO shall carry out its legal, contractual, fiscal, and fiduciary duties as the Metropolitan Planning Organization as follows:

- a. Shall coordinate/align Dedicated Local Transit Funding sources with other transportation investments and state and federal funding;
- b. Shall provide staff to serve on the SWG
- c. Shall enter into Operating and Capital Funding Agreements, for which the DCHC MPO is a party to, to study and plan public transit Capital Projects and deliver Implementation Elements as identified within the Orange County Transit Annual Work Program;
- d. Shall provide required financial and status reports on Implementation Elements for which DCHC MPO is responsible (i.e., serving as a project sponsor) that are funded in-part or wholly by the Tax District;
- e. Shall serve as the coordinating agency between the Parties, N.C. Department of Transportation, and federal agencies including but not limited to the Federal Highway Administration, the Federal Transit Administration, and the Federal Railroad Administration when coordination of regional need is deemed necessary by the SWG;
- f. Shall coordinate, as needed, to review and approve documents, as defined in Article II or in subsequently developed policies & procedures that support transit plan implementation, by the DCHC-MPO Executive Board;
- g. Shall coordinate approval of the Multi-Year Vision Plan by the DCHC-MPO Executive Board;
- h. Shall identify projects using federal transit funding and ensure that the multi-year operating program, the Annual Operating and Capital Budgets including such projects are coordinated with the MPO's annual planning for projects process and Transportation Improvement Program;
- i. Shall comply with N.C.G.S. 143-6A-4, the "Iran Divestment Act Certification";
- j. When applicable and appropriate, shall apply for, secure, and direct reasonably available funding toward components of the Orange County Transit Annual Work Program consistent with its other responsibilities within the MPO;
- k. Shall program and administer funding, including but not limited to grant funding, and perform all required duties to apply for, coordinate, and align transit funding if applicable and appropriate, with other transportation investment and state and federal funding; and
- l. Shall perform any other actions consistent with the powers and duties set forth in 23 U.S.C. 134 *et seq.*, 49 U.S.C. Chapter 53 and as recognized under the laws of North Carolina pursuant to N.C.G.S. Chapter 136.

5.03 GoTriangle shall carry out its legal, contractual, fiscal, and fiduciary duties as a unit of local government as follows:

- a. Shall administer and manage the Tax District, including carrying out its legal, contractual, fiscal, and fiduciary duties;
- b. Shall comply with the responsibilities of a local government prescribed by the North Carolina Budget and Fiscal Control Act;
- c. Shall adhere to the Financial Plan as defined by this Agreement, and any amendments authorized thereto;
- d. Shall adhere to the Equitable Use of Net Proceeds within or to benefit the Special District as defined in this Agreement;

- e. Shall distribute the Financial Plan to each unit of local government within its jurisdiction in accordance with N.C.G.S. 105-508.1;
- f. Shall use or expend all Dedicated Local Funding Sources only as specifically budgeted in the approved Orange County Transit Annual Work Program;
- g. Shall not pledge, represent, appropriate, or covenant to appropriate any portion of the Dedicated Local Funding Sources to cover any debt service, encumbrances, or operating or other expenses that do not arise from the Orange County Transit Annual Work Program;
- h. Shall maintain adequate Operating Fund Balances and Capital Fund Balances in the Orange Transit major operating and capital funds per Financial Policies & Procedures and related guidelines mutually agreed to by SWG;
- i. Shall obtain approval from the Local Government Commission for all issuances of debt, certain capital leases, and other financial agreements as required by law;
- j. Shall not under the provisions of N.C.G.S. 160A-20, create any security interest in real or personal property funded by Orange Transit major operating and capital funds unless 100% of the proceeds of the related financing are for projects in the Orange County Transit Annual Work Program, unless such security interest and financing are approved by the Orange County Board of Commissioners;
- k. Shall ensure that any proceeds from the sale, transfer, and disposition of property, or from insurance proceeds for projects funded by Orange Transit major operating and capital funds be used for Orange Transit projects in accordance with the Orange County Transit Annual Work Program;
- l. Shall include provisions in all applicable financing documentation to the effect that GoTriangle has entered into an Agreement prohibiting the use of Dedicated Local Funding Sources to fund debt service or other expenses that do not arise from the Orange County Transit Annual Work Program unless otherwise agreed to or approved by the Orange County Board of Commissioners or included in the Orange County Transit Annual Work Program or the Orange County Transit Multi-Year Vision Plan;
- m. Shall, in connection with the financing of capital facilities outside of Orange County, unless such financing is agreed to or approved by the Orange County Board of Commissioners through project/umbrella agreements (for projects that are debt eligible) between the County, GoTriangle and/or project sponsor (if not GoTriangle), include provisions in all applicable financing and agreement-related documentation to the effect that these funds shall not be used to pay debt service or fund operating expenses or other costs associated with such capital facilities or the operation thereof from Dedicated Local Transit Funding Sources and that GoTriangle has entered into an agreement prohibiting the use of Dedicated Local Transit Funding Sources for such purpose;
- n. Shall maintain such books, records, and systems of accounts so that the expenditures of Dedicated Local Transit Funding Sources and Orange Transit Plan Revenue are accounted for as expended on the Orange County Transit Annual Work Program as budgeted and reported in the Orange Transit major operating and capital funds;
- o. Shall provide any and all Financial Statements, accountings, reports, and information to SWG within thirty (30) days of request, and produce drafts of documents created on

- behalf of the SWG for review and feedback from SWG prior to GoTriangle's issuance, approval, and release of Comprehensive Annual Financial Reports, adopted budget documents, and applications for Grant Funding approval;
- p. Shall not issue or authorize the issuance of any Preliminary Official Statement, Official Statement, or similar securities offering documents in connection with the financing of improvements by GoTriangle unless such document has previously been submitted to Orange County for review and comments regarding the nature of the security and sources of payment of the amounts due in connection with the financing;
 - q. Shall provide staff to serve on the SWG;
 - r. Shall enter into Operating or Capital Funding Agreements to study and plan public transit infrastructure Capital Projects and deliver Implementation Elements as identified within the Orange County Transit Annual Work Program;
 - s. Shall provide required financial and status reports on Implementation Elements for which GoTriangle is responsible (i.e., serving as project sponsor) that are funded in-part or wholly by the Tax District, and reported for the Orange Transit major operating and capital funds;
 - t. Shall annually review and approve required documents and perform any other actions consistent with the terms of this Agreement or powers authorized by a process to be established by SWG;
 - u. Shall coordinate approval of the components of the Orange County Transit Annual Work Program identified in Section 2.011 by the GoTriangle Board of Trustees;
 - v. Shall coordinate, as needed, to review and approve documents, as defined in Article II or in subsequently developed policies & procedures that support transit plan implementation, by the GoTriangle Board of Trustees;
 - w. Shall coordinate approval of the Multi-Year Vision Plan by the GoTriangle Board of Trustees;
 - x. Shall comply with N.C.G.S. 143-6A-4 regarding submissions or award of any bid or proposals to vendors, and contractors or subcontractors for any and all operating and project agreements;
 - y. Perform other any other actions consistent with the powers and duties set forth in N.C.G.S. 160A, Article 26;
 - z. Comply with N.C.G.S. 143-6A-4, the "Iran Divestment Act Certification"; and
 - aa. To the extent applicable, shall comply with 23 U.S.C. 134, 49 U.S.C. Chapter 53, and N.C.G.S. Chapter 136.

Article VI

Roles of Transit Service Providing Entities and Non-Transit Service Providing Entities

- 6.01 Transit Service Providing Entities. The Parties contemplate that the Transit Service Providing Entities, meaning any municipality or agency that directly or through contract provides public transportation services in Orange County, including but not limited to Orange County, Town of Chapel Hill and GoTriangle (when functioning as a transit provider), may participate at a minimum as follows:

- a. Provide staff to serve on the SWG;
 - b. Enter into Global/Capital Funding Agreements and Global/Operating Agreements to deliver Implementation Elements as identified within the Orange County Transit Annual Work Program (which includes the approved annual budget);
 - c. Provide required financial and status reports on Implementation Elements funded in-part or wholly by the Tax District; and
 - d. Perform any other responsibility it agrees to undertake consistent with statutory authority and the terms of this Agreement.
- 6.02 Non-Transit Service Providing Entities. The Parties that the Non-Transit Service Providing Entities, meaning any entity located in Orange County that does not provide public transportation services, may participate, if and when invited through SWG membership, at a minimum as follows:
- a. Provide staff to serve on the SWG in a non-voting role;
 - b. Enter into Global/Capital Funding Agreements and Global/Operating Agreements to deliver Implementation Elements as identified within the Orange County Transit Annual Work Program if identified as a project sponsor'
 - c. Provide required financial and status reports on Implementation Elements funded in-part or wholly by the Tax District; and
 - d. Perform any other responsibility consistent with statutory authority and the terms of this Agreement.

Article VII

Process for Recommendation, Approval, and Development of Orange County Transit Annual Work Program and Operating and Capital Project Ordinances and Agreements

- 7.01 The Annual Work Program shall consist of the component documents outlined in Section 2.011. It shall be assembled and reviewed in accordance with the Annual Work Program Development Calendar
- 7.02 The SWG shall recommend the Annual Work Program to the Orange County Board of Commissioners and the GoTriangle Board of Trustees for approval in accordance with the Annual Work Program Development Calendar. The schedule shall allow each agency adequate time to review documentation. Each of the parties will receive the plan in the order identified in 7.03 & 7.05 and identify any concerns or issues prior to the commencement of the fiscal year covered by the plan. Included in the schedule shall be a procedure for the SWG to plan for and schedule elements of public outreach and involvement. At the time when the Orange County Board of Commissioners receives the recommended Annual Work Program, GoTriangle may also provide comments during the County's official business meeting processes. The SWG may present the Annual Work Program to the DCHC MPO for review and comment at an official MPO Board meeting if time/schedule allows.
- 7.03 Upon receipt of the draft Orange County Transit Annual Work Program, the Orange County Board of Commissioners, shall review it, and can take the following actions:
- a. Approve the Orange County Transit Annual Work Program as submitted;

- b. Deny, while providing a list of minor issues, technical corrections, or a specific listing of Significant Concerns with the Orange County Transit Annual Work Program.
- 7.04 If the Orange County Board of Commissioners denies the work program and creates a detailed listing of minor issues, technical corrections, or Significant Concerns for the recommended Orange County Transit Annual Work Program, Orange County staff shall coordinate with other SWG members to make corrections and then submit for a second review and recommendation of approval by the SWG. Upon recommendation of the SWG, the Orange County Board of Commissioners will then vote on the revised work program.
- 7.05 Upon approval action taken by the Orange County Board of Commissioners, GoTriangle will then receive for review and take one of the following actions:
 - a. Approve the Orange County Transit Annual Work Program as recommended by the SWG and approved by the Orange County Board of Commissioners;
 - b. Deny, while providing a list of minor issues, technical corrections, or a specific listing of Significant Concerns with the Orange County Transit Annual Work Program.
- 7.06 All parties in this Agreement, or their authorized representative, shall have the right to inspect, examine, and make copies of any and all books, accounts, invoices, records, electronic files, agreements, minutes, and other writings and work products related to the funding of Tax District operations or projects. The cost of any audit or review conducted under the authority of this Section is the responsibility of the Party requesting the audit or review unless a material breach is detected, in which case the breaching party shall be responsible for the reasonable costs of audit or review.
- 7.07 Implementation. An Operating or Capital Project Funding Agreement shall be consistent with the requirements outlined in the supporting Comprehensive Participation Agreement. Parties to this Interlocal Agreement shall endeavor to develop global-level agreements with appropriate timeframes for each project sponsor seeking to implement operating or capital projects. These agreements must be prepared prior to distributing funds and starting the Project(s). All Operating or Capital Project Funding Agreements shall have at least two signatories from appropriate parties and shall also adhere to the following:
 - a. MPO Role with Managed Funding: If a project is covered by a global operating or capital funding agreement that involves federal or state funding that is otherwise under the distribution and program management responsibility of DCHC MPO, or regardless of funding source, constitutes a regionally significant project as defined in 23 CFR § 450.104, DCHC MPO shall be a party to the agreement.
 - b. Tax District Administrator Role: The tax district administrator shall always be a party to each agreement.
 - c. County Role: In addition to being a party to any agreement where the County serves as the project sponsor, the County shall be a party to each agreement where the tax district administrator is also the project sponsor.
 - d. Agreement where a special case exists. Parties to an operating or capital project agreement shall be brought to the tax district administrator as a recommendation for review and approval by the SWG when a special case arises outside the three categories described in 7.08.a-c
 - e. Standalone Agreement Need: When an operating or capital project of significant cost is programmed and approved, members of the SWG shall review and determine a

significant-cost threshold that requires a standalone agreement to be developed and signed by all appropriate parties.

- 7.08 Interim Work Program. In the event a resolution cannot be met to address the list of issues or technical corrections upon a vote of denial from either party highlighted in 7.03 & 7.05, an interim work program will be utilized for the upcoming fiscal year, pursuant to N.C.G.S. 159-13, until such time as a new work program is adopted by the parties identified in 7.04 and 7.05. In the case that an interim budget goes into effect, the current year operating budget will be assumed for the upcoming fiscal year. No additional capital expenses will be approved, nor any additional reimbursements paid for capital projects, until such time that a new work program is adopted by the parties identified in 7.04 and 7.05. This interim budget does not require approval of either body in 7.04 or 7.05. In the event an Interim Work Program is enacted, and specialized fiscal analysis is required to further inform achieving a new Annual Work Program, the tax district administrator shall bring such request to the SWG for review & approval.

Article VIII

Process for Recommendation, Approval, and Development of Orange County Transit Multi-year Vision Plan

- 8.01 The Multi-year Vision Plan shall include the component documents outlined in Section 2.038. The plan shall be assembled and reviewed in accordance with the Annual Work Program Development Calendar or other agreed upon schedule based on timing and need for multi-year plan adoption.
- 8.02 The SWG shall recommend the Multi-Year Vision Plan to the Orange County Board of Commissioners, DCHC MPO Board and the GoTriangle Board of Trustees for approval in accordance with the Annual Work Program Development Calendar or agreed upon schedule to meet the needs for the Multi-year plan adoption. The schedule shall allow each agency adequate time to review documentation, identify concerns and coordinate issues. Included in the schedule shall be a procedure for the SWG to plan for and schedule elements of public outreach and involvement.
- 8.03 Upon recommendation from the SWG, the Orange Transit Multi-year Vision Plan shall go before each governing board (Orange County Board of Commissioners, DCHC MPO Board and GoTriangle Board of Trustees) for review and the opportunity to take the following actions:
- a. Approve the Orange Transit Multi-year Vision Plan as recommended;
 - b. Deny, while providing a list of minor issues, technical corrections, or a specific listing of Significant Concerns with the Orange Transit Multi-year Vision Plan.
- 8.04 If any of the three governing boards denies the Multi-Year Vision Plan and creates a detailed listing of minor issues, technical corrections, or Significant Concerns for the recommended Orange Transit Multi-Year Vision Plan, SWG staff members who represent the dissenting board shall communicate the issues to other staff representatives of the other governing board(s) and coordinate with other SWG members to revise the plan and then submit for an additional review and approval by all three governing boards.

Article IX

Process for Capital, Non-Capital, Infrastructure, and Service Delivery Projects Reporting

- 9.01 The Tax District shall be reported as a Component Unit and shall include the Orange Transit major operating and capital funds separate from any and all major funds and/or other special tax districts within the Tax District, in the body of annually audited financial statements as required by GASB standards for major funds reported by blended component units. As administrator of the Tax District, GoTriangle shall present an annually audited financial statement for the separate component unit by December 15th of the subsequent fiscal year to the Orange County Board of Commissioners, DCHC MPO Board, and GoTriangle Board of Trustees.
- 9.02 At the time of the presentation of the annually audited financial statements, GoTriangle shall present an update of the Orange County Transit Annual Work Program projects including project milestones and timelines and operations of the system. This presentation shall be considered an Annual Orange Transit Report.
- 9.03 GoTriangle, as administrator of the Tax District, shall issue the following to the parties of this agreement, as well as any associated project sponsors:
- a. Enhanced Quarter-2 Report for half-year period ending December 31st. to the SWG for the Orange Transit major operating and capital funds. This Report will be due to the SWG Administrator by March 15th. The format of this report shall be agreed upon by the Parties to this Agreement by June 30, 2023.
 - b. Quarterly Financial Condition Report. This report will be due 45 days after the end of each quarter which provides statement of financial condition of all program/plan implementation elements prepared in accordance with N.C.G.S. 159-25. Quarterly Financial Condition Report shall apply for all quarters but shall also be incorporated elements into the Enhanced Quarter-2 and Annual Reports.
- 9.04 At the time of the submittal of the Enhanced Quarter-2 reports, each agency that has a project funded in that fiscal year through the annual work program shall also submit an update of projects including project milestones and timelines and transit operations. The format of the Enhanced Quarter-2 Report and Quarterly Financial Condition Report shall be agreed upon by the Parties of this agreement by September 1, 2023.

Article X

Agreement Related Dispute Resolution

It is the desire and intent of the Parties to resolve any disputes in a collaborative manner and to avoid, if possible, the expense and delay of litigation. In the event that any Party cannot resolve an issue with another Part under this Agreement, the affected party shall engage in the following process:

- 10.01 Any Party may give written notice to another Party or Parties of any dispute not resolved in the ordinary course of business. Within ten (10) business days after delivery of the written notice by regular or electronic mail, the receiving Party(ies) shall submit a written response to the disputing Party and designate in the notice a representative who will represent that Party in the negotiation to resolve the dispute. If a third-party mediator is necessary, the Party providing initial written notice will indicate as such in the notice and seek confirmation/approval by the receiving parties in written response. It shall be the responsibility of the Party giving notice to cover any costs related to any third-party mediator once confirmed/approved by the receiving parties.
- 10.02 Within ten (10) business days of receiving the response, the appointees of the disputing and receiving Parties shall meet at a mutually acceptable time and place, and thereafter, as often as necessary to resolve the dispute.
- 10.03 All reasonable requests for information made by one Party to the other shall be honored in a timely fashion to permit constructive discussion.
- 10.04 The duty to engage in dispute resolution is a material part of this Agreement enforceable by equitable relief.
- 10.05 Upon failure to resolve a dispute through the steps outlined in this Agreement, any Party may engage in other dispute resolutions processes agreed upon by the Parties or pursue any legal or equitable remedies available.

Article XI

Non-Assignment

Delegation of Duty

- 11.01 No Party shall assign any portion of this Agreement or the rights and responsibilities hereunder to another person or entity who is not a party to this Agreement without the prior written consent of the other Parties. Notwithstanding the above, nothing herein shall restrict the rights of any party to contract with any third parties for the implementation of the Orange County Transit Annual Work Program as contemplated herein.
- 11.02 Except as expressly stated herein, this Agreement shall not change the delegation of any duty previously delegated to Party by federal law, state statute, local ordinance, or resolution, and shall not create any new duty which does not exist under federal law, state statute, local ordinance, or resolution.
- 11.03 Nothing herein shall modify, abridge, or deny any authority or discretion of Orange County with regard to calling for a special election as set forth in N.C.G.S. 163-287 or considering authorization to conduct a referendum by vote as set forth in N.C.G.S. Chapter 105, Article 43, Part 3.
- 11.04 Nothing herein shall modify, abridge, or deny any authority or discretion of any Party or municipality to independently develop, administer, or control transportation projects pursuant to enumerated authority or funding sources separate from the authority and funding sources outlined in this Agreement.

Article XII

Other Provisions

- 12.01 No Third-Party Beneficiaries. This Agreement is not intended for the benefit of any third party. The rights and obligations contained herein belong exclusively to the Parties hereto and shall not confer any rights or remedies upon any person or entity other than the Parties hereto.
- 12.02 No Waiver of Qualified Immunity. No officer, agent or employee of any party shall be subject to any personal liability by reason of the execution of this Agreement or any other documents related to the transactions contemplated hereby. Such officers, agents, or employees shall be deemed to execute this Agreement in their official capacities only, and not in their individual capacities. This section shall not relieve any such officer, agent, or employee from the performance of any official duty provided by law.
- 12.03 Ethics Provision. The Parties acknowledge and shall adhere to the requirements of N.C.G.S. 133-32, which prohibits the offer to, or acceptance by any state or local employees of any gift from anyone with a contract with the governmental entity or from a person seeking to do business with the governmental entity.
- 12.04 Governing Law, Venue. The Parties acknowledge that this Agreement shall be governed by the laws of the State of North Carolina. Venue for any disputes arising under this Agreement shall be in the courts of Orange County, North Carolina.
- 12.05 Entire Agreement. The terms and provisions herein contained constitute the entire agreement by and between the parties hereto and shall supersede all previous communications, representations, or agreements, either oral or written between the Parties hereto with respect to the subject matter hereof.
- 12.05 Severability. If any provision of this Agreement shall be determined to be unenforceable by a court of competent jurisdiction, such determination will not affect any other provision of this Agreement.
- 12.06 Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original.
- 12.07 Verification of Work Authorization. The extent applicable, all parties and any subcontractors hired for purposes of fulfilling any obligations under this Agreement or any Operating Agreement or Funding Agreement contemplated by this Agreement, will comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, "Verification of Work Authorization," and will provide documentation or sign affidavits or any other documents requested by either party demonstrating such compliance.

The Transit Governance Interlocal Agreement between Orange County, Durham-Chapel Hill-Carrboro Metropolitan Planning Organization, and Research Triangle Regional Public Transportation Authority was approved by the Orange County Board of Commissioners by a vote of 7-0 on Feb. 21, 2023.

ATTEST:

BY: Louisa Jensen
TITLE: Clerk to the Board

ORANGE COUNTY, NORTH CAROLINA

BY: Janeyth Bedford
TITLE: Chairperson, Board of County Commissioners

The Transit Governance Interlocal Agreement between Orange County, Durham-Chapel Hill-Carrboro Metropolitan Planning Organization, and Research Triangle Regional Public Transportation Authority was approved by the Durham-Chapel Hill-Carrboro Metropolitan Planning Organization Board by a vote of 8-0 on March 8, 2023.

ATTEST:

BY: Dani R. Whi
TITLE: Business Services Administrator

DURHAM-CHAPEL HILL-CARRBORO
METROPOLITAN PLANNING ORGANIZATION

BY: Janeyth Bedford
TITLE: Chairperson, Durham-Chapel Hill-Carrboro
Metropolitan Planning Organization Board

The Transit Governance Interlocal Agreement between Orange County, Durham-Chapel Hill-Carrboro Metropolitan Planning Organization, and Research Triangle Regional Public Transportation Authority was approved by the Research Triangle Regional Public Transportation Authority d/b/a GoTriangle by a vote of 8-0 on Feb. 22, 2023.

ATTEST:

BY: Michelle Dawood
TITLE: Clerk to the Board/
Assistant Secretary

RESEARCH TRIANGLE REGIONAL PUBLIC
TRANSPORTATION AUTHORITY D/B/A
GOTRIANGLE

BY: Janeyth Bedford
TITLE: Chairperson, Board of Trustees



AGENDA ITEM #5C

SUB 22-06

Final Plat for the Cameron Lane
Right of Way Dedication

REAPPROVAL

Presenter

Ashley Ownbey, Development Director

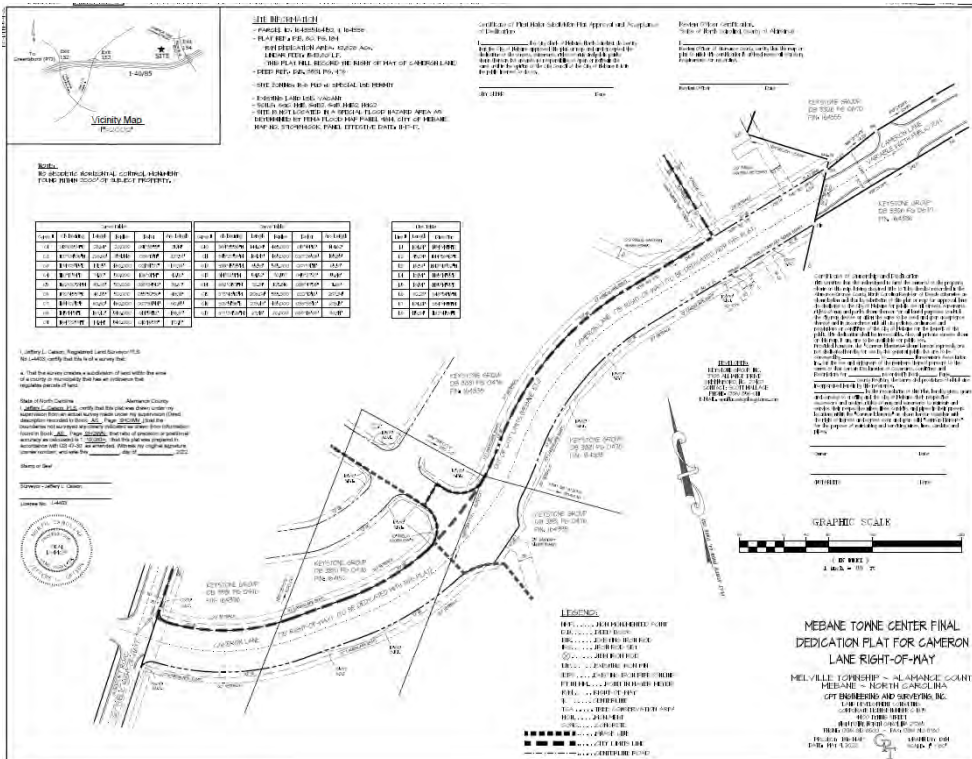
Applicant

Keystone at Mebane Oaks, LLC
3708 Alliance Drive
Greensboro, NC 27407

Public Hearing

Yes No

Final Plat



Property

S. Fifth St. &
Mebane Airport Rd.,
Mebane Towne
Center, Alamance
County

GPINs 9814742384
9814648568
9814752261

Proposed Zoning

N/A

Current Zoning

R-6 (SUP for PUD)

Size

+/-2.82 ac

Surrounding Zoning

R-6 & R-6(CD)

Surrounding Land

Uses

Multifamily & Single-
Family Residential;
Retail Business

Utilities

Provided by
Developer

Floodplain

No

Watershed

No

City Limits

No

Summary

Keystone at Mebane Oaks, LLC, is requesting approval of the Final Plat for the right of way dedication for Cameron Lane (approved by the Mebane City Council as “Mebane Towne Center” for rezoning to R-6 and a special use permit as a Planned Unit Development 06/04/2018). This Final Plat will dedicate +/-2.828 acres and +/-1,543.8 linear feet of public right of way to fully connect Cameron Lane between the already-open Cameron Lane at Keystone Apartments and Mebane Airport Road. This road dedication and conformance with City standards is necessary for allowing traffic distribution to both Mebane Airport Road and Mebane Oaks Road.

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

This major subdivision plat was originally approved by the City Council at its June 6, 2022, meeting.

Financial Impact

The developer has extended utilities at his own expense.

Recommendation

Staff recommends approval of the Final Plat.

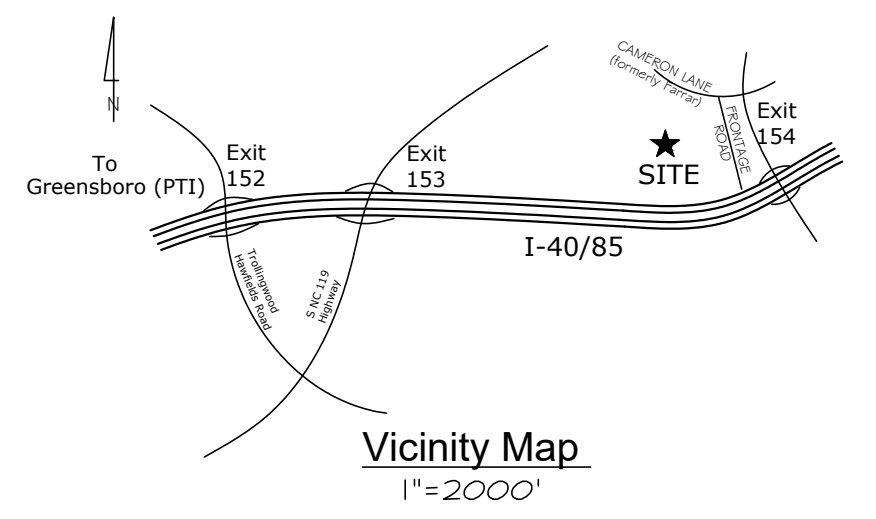
Suggested Motion

Motion to approve the final plat as presented.

Attachments

1. Final Plat

FC-DTM-5-4-22



SITE INFORMATION

- PARCEL ID: 164335/164152, # 164338
- PLAT REF.: P.B. 80, PG. 184
- R/W DEDICATION AREA: ±2,828 ACs.
- LINEAR FEET: 1543.80 L.F.
- (THIS PLAT WILL RECORD THE RIGHT OF WAY OF CAMERON LANE)
- DEED REF.: D.B. 3831, PG. 476
- SITE ZONING: R-6 PUD w/ SPECIAL USE PERMIT
- EXISTING LAND USE: VACANT
- SOILS: G0C, HdB, G0B2, G0B, HdB2, HdC2
- SITE IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA AS DETERMINED BY FEMA FLOOD MAP PANEL 1914, CITY OF MEBANE, MAP NO. 3710981400K, PANEL EFFECTIVE DATE: 11-17-17.

Certificate of Final Major Subdivision Plat Approval and Acceptance of Dedication:

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

CITY CLERK _____ Date _____

Review Officer Certification.
State of North Carolina, County of Alamance

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

Review Officer _____ Date _____

NOTE:
NO GEODETIC HORIZONTAL CONTROL MONUMENT FOUND WITHIN 2000' OF SUBJECT PROPERTY.

Curve Table					
Curve #	Ch Bearing	Length	Radius	Delta	Arc Length
C1	S13°08'04"E	28.64'	20.000	041°38'55"	31.94'
C2	NTT°04'06"W	223.80'	354.998	036°13'11"	221.57'
C3	N14°03'45"E	171.75'	460.000	021°31'07"	172.76'
C4	N10°17'34"E	79.87'	50.000	106°01'14"	92.52'
C5	N62°00'24"W	33.03'	50.000	038°34'42"	33.67'
C6	N10°45'57"E	46.85'	50.000	055°52'36"	48.76'
C7	N84°02'17"E	60.80'	460.000	007°34'44"	60.85'
C8	N45°14'31"E	187.42'	540.000	019°59'12"	188.37'
C9	N64°22'09"E	171.44'	540.000	018°16'03"	172.17'

Curve Table					
Curve #	Ch Bearing	Length	Radius	Delta	Arc Length
C10	S64°35'36"W	144.04'	465.000	017°49'10"	144.62'
C11	S45°21'58"W	164.97'	465.000	020°26'06"	165.85'
C12	S38°45'35"W	65.53'	535.000	007°01'14"	65.57'
C13	S19°32'31"W	54.52'	70.557	045°21'27"	55.98'
C14	S82°01'01"W	70.29'	105.816	038°41'58"	71.66'
C15	S73°43'10"W	206.04'	535.000	022°12'16"	207.34'
C16	S76°51'36"E	273.43'	435.000	036°38'10"	278.15'
C17	S71°04'26"W	21.98'	20.000	088°46'06"	30.94'

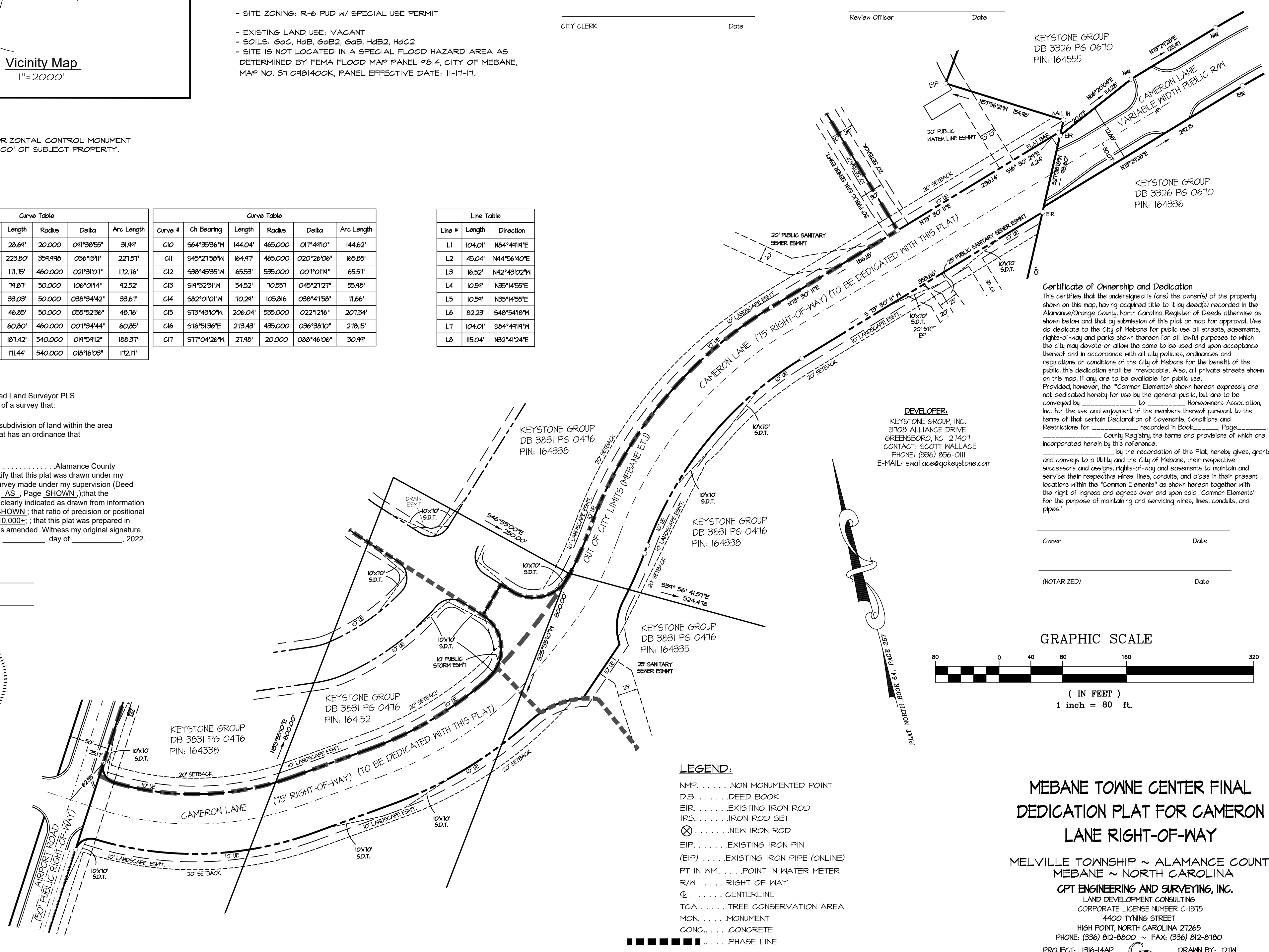
Line Table		
Line #	Length	Direction
L1	104.01'	N84°49'19"E
L2	45.04'	N44°56'40"E
L3	16.52'	N42°43'02"W
L4	10.59'	N85°14'55"E
L5	10.59'	N85°14'55"E
L6	82.23'	S48°54'18"W
L7	104.01'	S84°49'19"W
L8	115.04'	N32°41'24"E

I, Jeffery L. Caison, Registered Land Surveyor PLS No L-4403, certify that this is of a survey that:

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

State of North Carolina, Alamance County I, Jeffery L. Caison, PLS, certify that this plat was drawn under my supervision from an actual survey made under my supervision (Deed description recorded in Book AS, Page SHOWN); that the boundaries not surveyed are clearly indicated as drawn from information found in Book AS, Page SHOWN; that ratio of precision or positional accuracy as calculated is 1:10,000±; that this plat was prepared in accordance with GS 47-30 as amended. Witness my original signature, license number, and seal this _____ day of _____, 2022.

Stamp or Seal
Surveyor - Jeffery L. Caison
License No.: L-4403



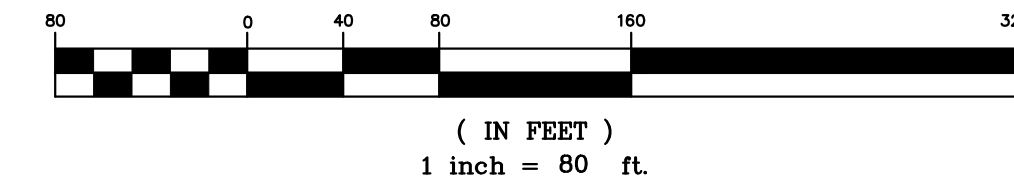
Certificate of Ownership and Dedication

This certifies that the undersigned is (are) the owner(s) of the property shown on this map, having acquired title to it by deed(s) recorded in the Alamance/Orange County, North Carolina Register of Deeds otherwise as shown below and that by submission of this plat or map for approval, I/we do dedicate to the City of Mebane for public use all streets, easements, rights-of-way and parks shown thereon for all lawful purposes to which the city may devote or allow the same to be used and upon acceptance thereof and in accordance with all city policies, ordinances and regulations or conditions of the City of Mebane for the benefit of the public, this dedication shall be irrevocable. Also, all private streets shown on this map, if any, are to be available for public use. Provided, however, the "Common Elements" shown hereon expressly are not dedicated hereby for use by the general public, but are to be conveyed by _____ to _____ Homeowners Association, Inc. for the use and enjoyment of the members thereof pursuant to the terms of that certain Declaration of Covenants, Conditions and Restrictions for _____ recorded in Book _____, Page _____ County Registry, the terms and provisions of which are incorporated herein by this reference. _____ by the recordation of this Plat, hereby gives, grants and conveys to a Utility and the City of Mebane, their respective successors and assigns, rights-of-way and easements to maintain and service their respective wires, lines, conduits, and pipes in their present locations within the "Common Elements" as shown hereon together with the right of ingress and egress over and upon said "Common Elements" for the purpose of maintaining and servicing wires, lines, conduits, and pipes.

Owner _____ Date _____
(NOTARIZED) _____ Date _____

DEVELOPER:
KEYSTONE GROUP, INC.
3708 ALLIANCE DRIVE
GREENSBORO, NC 27407
CONTACT: SCOTT WALLACE
PHONE: (336) 856-0111
E-MAIL: swallace@gokeystone.com

GRAPHIC SCALE



LEGEND:

- NMPNON MONUMENTED POINT
- D.B.DEED BOOK
- EIREXISTING IRON ROD
- IRSIRON ROD SET
- ⊗NEW IRON ROD
- EIPEXISTING IRON PIN
- (EIP)EXISTING IRON PIPE (ONLINE)
- PT IN WM.POINT IN WATER METER
- R/WRIGHT-OF-WAY
- CLCENTERLINE
- TCATREE CONSERVATION AREA
- MON.MONUMENT
- CONC.CONCRETE
-PHASE LINE
-CITY LIMITS LINE
- — — — —CENTERLINE ROAD

MEBANE TOWNE CENTER FINAL DEDICATION PLAT FOR CAMERON LANE RIGHT-OF-WAY

MELVILLE TOWNSHIP ~ ALAMANCE COUNTY
MEBANE ~ NORTH CAROLINA
CPT ENGINEERING AND SURVEYING, INC.
LAND DEVELOPMENT CONSULTING
CORPORATE LICENSE NUMBER C-1315
4400 TYNING STREET
HIGH POINT, NORTH CAROLINA 27265
PHONE: (336) 812-8800 ~ FAX: (336) 812-8780
PROJECT: 1316-14AP DATE: MAY 9, 2022
DRAWN BY: DTM SCALE: 1" = 80'



AGENDA ITEM #5D

FY 2022-23 Budget Ordinance Amendment

Meeting Date

June 5, 2023

Presenter

Daphna Schwartz, Finance Director

Public Hearing

Yes No

Summary

The attached budget amendment aims to budget transfers to capital project ordinances.

Background

The Elevated Water Tank and the Lake Michael Spillway Renovation Capital Project Ordinances will eventually be funded by debt proceeds. However, the projects are not at a stage where the City can enter debt arrangements. Therefore, the City is paying cash for costs incurred and will repay the cash advance when the debt for each project is secured. Accordingly, a \$450,000 transfer to the Elevated Water Tank and a \$246,000 transfer to the Lake Michael Spillway Renovation Capital Project Ordinances must be budgeted in the Utility and General Funds, respectively, to cover the FY23 expenditures of the project.

The revenue replacement funds received in the Utility Fund, estimated to be \$1,980,000 in FY23, must also be budgeted. The expenditure is budgeted as a transfer to the Water Resource Recovery Facility Expansion Capital Project Ordinance.

Financial Impact

Fund balance appropriations will increase by \$450,000 in the Utility Fund and \$246,000 in the General Fund. In addition, American Rescue Plan revenue replacement funds will be budgeted for \$1,980,000.

Recommendation

That the Council approves the Budget Ordinance Amendment.

Suggested Motion

Motion to approve the FY23 Budget Ordinance Amendment.

Attachments

1. FY23 Budget Ordinance Amendment.

BE IT ORDAINED by the Council of the City of Mebane that the Budget Ordinance for the Fiscal Year beginning July 1 2022 as duly adopted on June 6, 2022, is hereby amended as follows:

ARTICLE I

APPROPRIATIONS	Current Budget	Change	Revised Budget
Utility Fund - Non-Departmental	\$ 3,896,034	\$ 2,430,000	\$ 6,326,034
General Fund - Non-Departmental	\$ 6,934,143	\$ 246,000	\$ 7,180,143

ARTICLE II

REVENUES	Current Budget	Change	Revised Budget
Utility Fund - Appropriated Fund Balance	\$ 4,316,345	\$ 450,000	\$ 4,766,345
Utility Fund - All Other Revenues	\$ 623,075	\$ 1,980,000	\$ 2,603,075
General Fund - Appropriated Fund Balance	\$ 6,131,420	\$ 246,000	\$ 6,377,420

This the 5th day of June, 2023.



AGENDA ITEM #6A

RZ 23-02

Rezoning – 1301 S. Third Street (First Source Equipment Rental)

Presenter

Ashley Ownbey, Development Director

Applicant

3S Investments, LLC

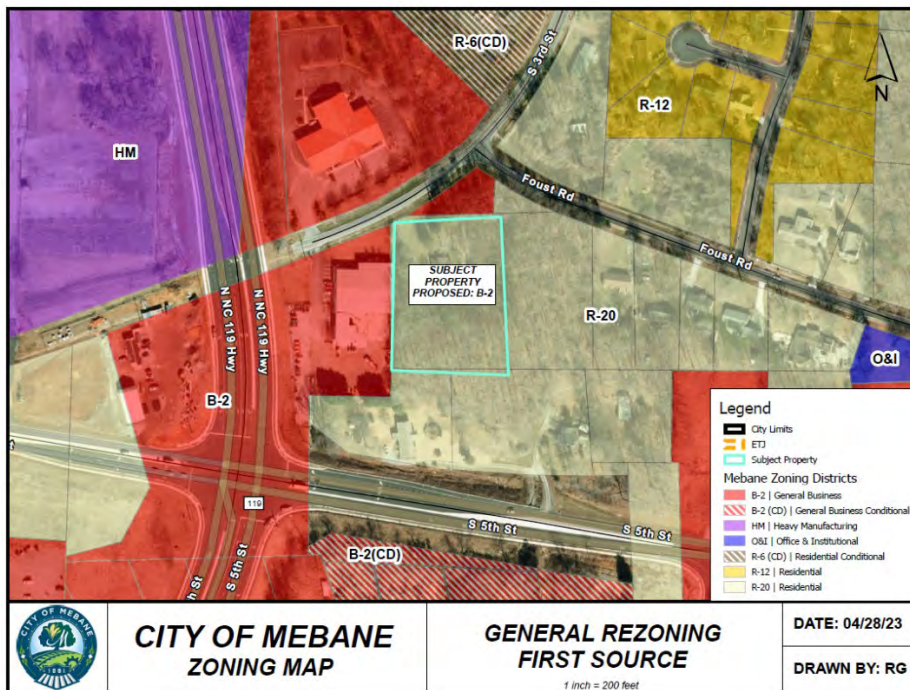
PO Box 423

Mebane, NC 27302

Public Hearing

Yes No

Zoning Map



Property

1301 S Third Street

Alamance County GPIN:
9814368450

Proposed Zoning

B-2

Current Zoning

R-20

Size

+/-1.99 acres

Surrounding Zoning

B-2, R-20,

Surrounding Land Uses

Commercial, Residential

Utilities

Available

Floodplain

No

Watershed

No

City Limits

Yes

DATE: 04/28/23

DRAWN BY: RG

Summary

3S Investments, LLC is requesting approval to rezone the +/- 1.99-acre parcel addressed 1301 S. Third St. (GPIN 9814368450), from R-20 to B-2. The property is located within the Mebane City Limits in Alamance County and meets the dimensional standards of the B-2 Zoning District.

The surrounding zoning in the area includes B-2, General Business District, and R-20, Residential District. Surrounding land uses include a funeral home, equipment rental, and single-family residential. The subject property is located in the Secondary Growth Area. The proposed rezoning is consistent with the guidance provided within *Mebane By Design*, the City's Comprehensive Land Development Plan. The proposed rezoning will be a continuance of the B-2 zoning fronting this portion of S. Third St, which dead ends at the new bypass.

Financial Impact

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

Recommendation

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. At their May 8 meeting, the Planning Board voted 9-0 to recommend approval of the rezoning request.

Suggested Motion

1. Motion to approve the B-2 zoning as presented.

2. Motion to find that **the application is consistent** with the objectives and goals in the City's 2017 Comprehensive Land Development Plan *Mebane By Design*. Specifically, the request:
 - Is for a property within the City's G-4 Secondary Growth Area and is generally commercial in nature (Mebane CLP, p. 66).

OR

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

OR

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

Attachments

1. Zoning Amendment Application
2. Zoning Map



APPLICATION FOR A ZONING AMENDMENT

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

Name of Applicant: 3S Investments, LLC

Address of Applicant: PO Box 423, Mebane, NC 27302

Address and brief description of property to be rezoned: 1301 S Third Street, Mebane, NC

Parcel ID: 163673. Proposed rezoning from R-20 to B-2.

Applicant's interest in property: (Owned, leased or otherwise) Owner of property.

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

Yes ___ Explain: _____ No

Type of re-zoning requested: Proposed rezoning from R-20 to B-2.

Sketch attached: Yes No _____

Reason for the requested re-zoning: Proposed Equipment Rental and Leasing (with outside storage)

Signed: *H. Edwin Scott*

Date: 4-14-2023

Action by Planning Board: _____

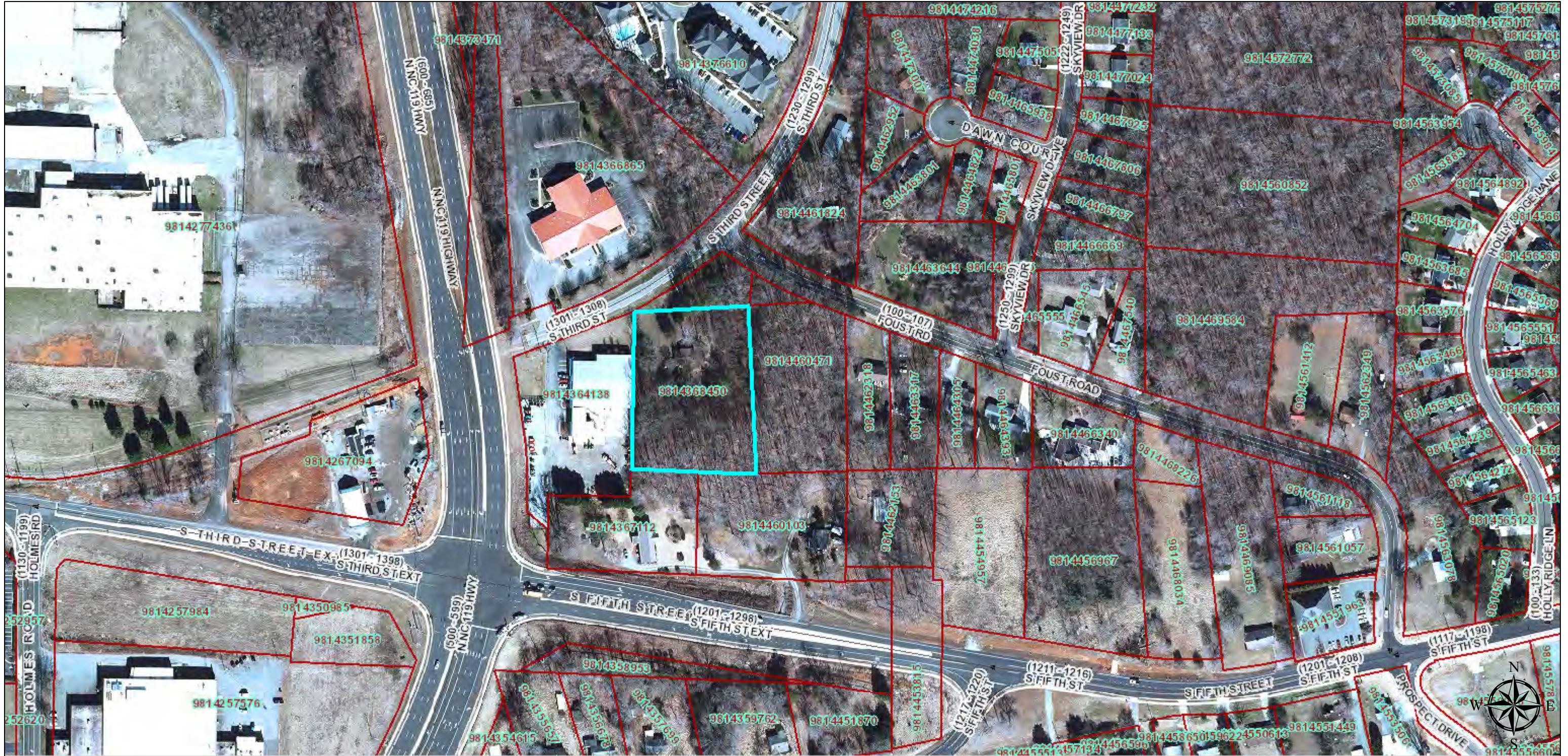
Public Hearing Date: _____ Action: _____

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.

Alamance County



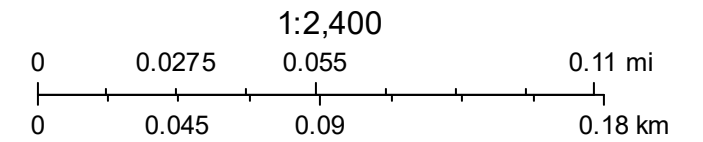
May 3, 2023

Heavy Industrial Development Applicants Streets

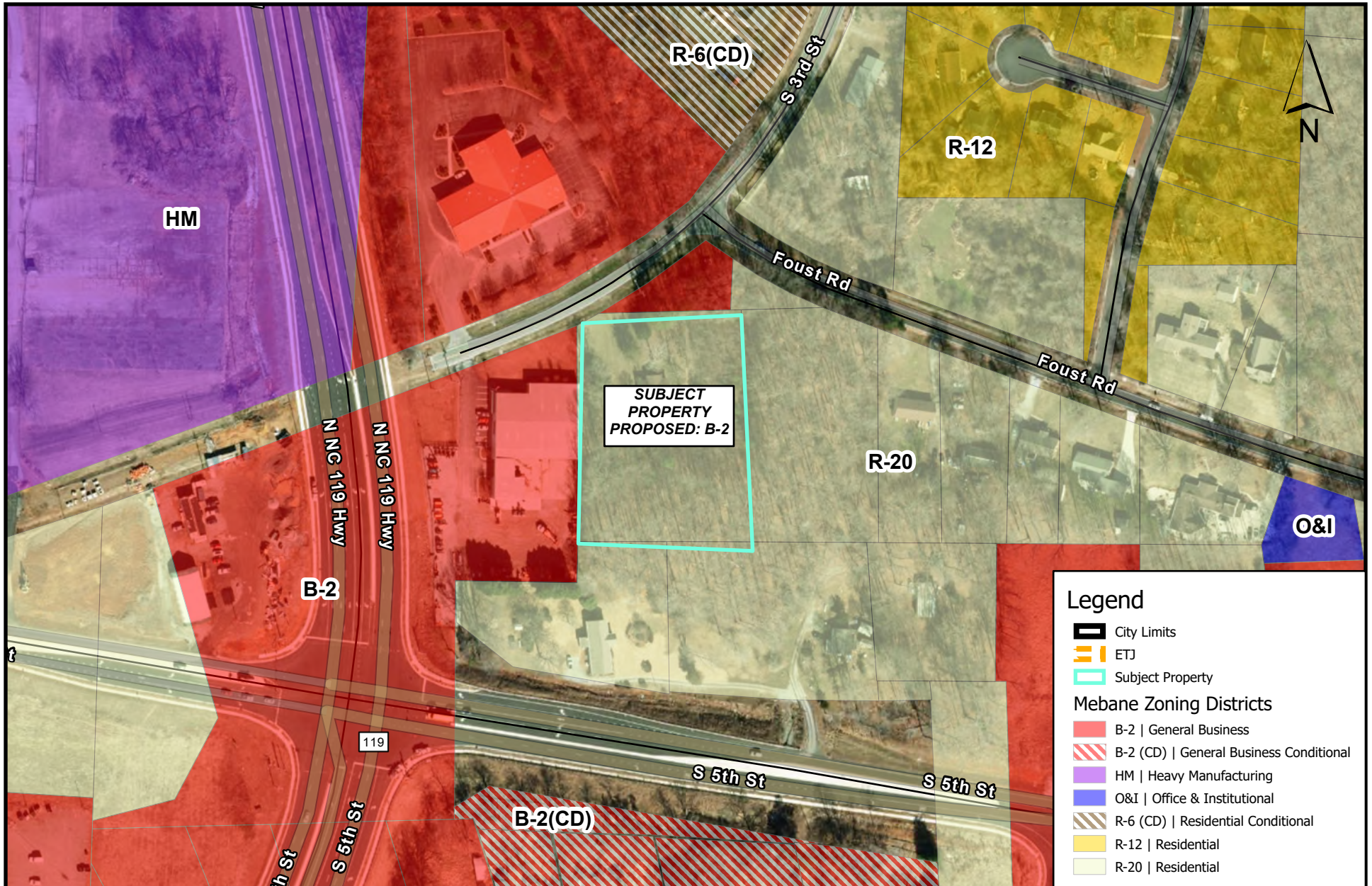
- | | | | |
|--|--------------------|--|-------------------|
| | APPLIED FOR PERMIT | | Roads |
| | PERMIT APPROVED | | Preliminary Roads |
| | PERMIT RENEWED | | Private Roads |
| | UNDER CONSTRUCTION | | 390 - TRAIL |
| | | | 391 - TRAIL |

- | | |
|--|------------------------|
| | 392 - TRAIL |
| | 393 - TRAIL |
| | 394 - TRAIL |
| | 395 - TRAIL |
| | Streets w/Block Ranges |
| | County Line |

- ### Major Roads
- | | |
|--|--------------------|
| | <all other values> |
| | HWY; HWY |
| | Parcels State ID |
| | Ponds & Lakes |



Alamance County GIS
Alamance County GIS Department



**CITY OF MEBANE
ZONING MAP**

**GENERAL REZONING
FIRST SOURCE**

1 inch = 200 feet

DATE: 04/28/23

DRAWN BY: RG



AGENDA ITEM #6B

SUP 23-01

Special Use Permit – 1301 S. Third Street (First Source Equipment Rental)

Presenter

Ashley Ownbey, Development Director

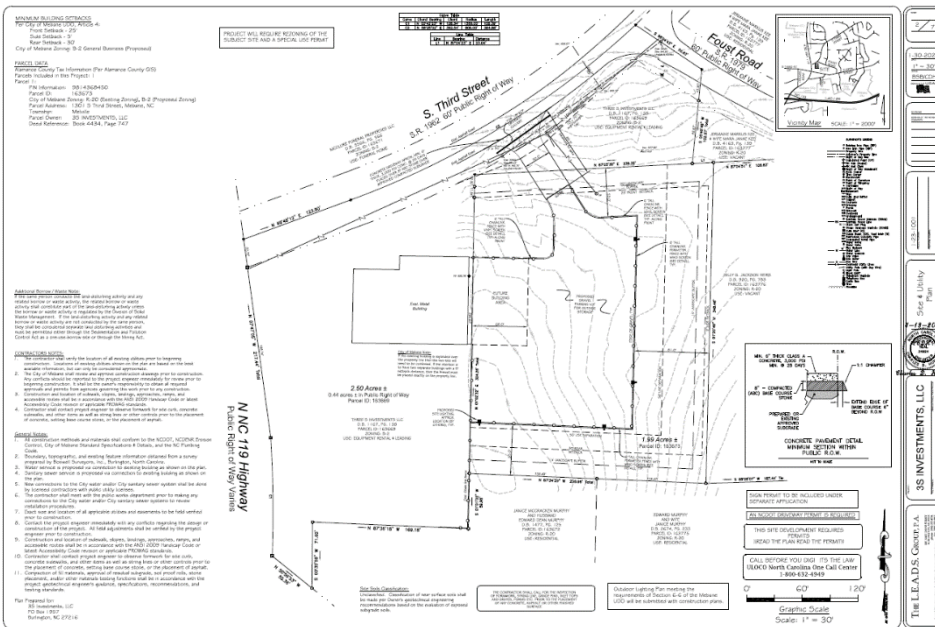
Applicant

3S Investments, LLC
3S Investments, LLC
PO Box 423
Mebane, NC 27302

Public Hearing

Yes No (Quasi-Judicial)

Site Plan



Property

1301 S Third Street
Alamance County GPIN:
9814368450

Proposed Zoning

B-2

Current Zoning

R-20

Size

+/-1.99 acres

Surrounding Zoning

B-2, R-20

Surrounding Land Uses

Residential, Commercial

Utilities

Available

Floodplain

No

Watershed

No

City Limits

No

Application Brief

See Planning Project Report for more details.

Recommendations	
Technical Review Committee:	The Technical Review Committee (TRC) has reviewed the site plan three times and the applicant has revised the plan to reflect the comments.
Planning Staff:	The proposed development “First Source Equipment Rental” is in harmony with the surrounding area and consistent with the guidance provided within <i>Mebane By Design</i> , the Mebane Comprehensive Land Development Plan.
Planning Board:	At their May 8 meeting, the Planning Board voted 9-0 to recommend approval of the special use request.
Zoning & Land Use Report	
Jurisdiction:	Mebane City Limits
Proposed Use By-Right (Yes/No):	No
Type of Rezoning Request:	General
Special Use Request (Yes/No):	Yes
Consistency with Mebane By Design (Yes/No):	Yes
Utilities Report	
Available Utilities (Yes/No):	Yes
Adequate Stormwater Control (Yes/No):	N/A
Innovative Stormwater Control (Yes/No):	N/A
Consistency with Long-Range Utility Plan (Yes/No):	Yes
Transportation Report	
Traffic Impact Analysis Required (Yes/No):	No
Multi-Modal Improvements (Yes/No):	No
Consistency with Bike/Ped Transportation Plan (Yes/No):	Yes

Summary

3S Investments, LLC is requesting approval for a Special Use Permit to allow the use of Equipment Rental & Leasing (with Outside Storage) to be established at the +/- 1.99-acre parcel located at 1301 S. Third Street. This use would be an expansion of the existing business, First Source Equipment Rental, located on the adjacent parcel to the west at 1307 S. Third Street. Use of the property is required to adhere to development standards specified in Section 4-7.7 (D) of the Mebane Unified Development Ordinance and to the improvements shown on the site plan.

The subject property is currently vacant. A request to rezone the subject property from R-20 to B-2 has also been submitted and the public hearing is scheduled for the same meeting as the special use request.

Financial Impact

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

Suggested Motion

1. Motion to approve the Special Use Permit as presented; and,
2. Motion to find that the request is both reasonable and in the public interest because it has been found that the request:
 - a. Will not materially endanger the public health or safety;
 - b. Will not substantially injure the value of adjoining or abutting property;
 - c. Will be in harmony with the area in which it is located; and
 - d. Will be in conformity with the land development plan or other plans officially adopted by the City Council.

OR

1. Motion to **deny** the special use permit as presented due to a failure to satisfy any one of the four criteria required for approval (**NOTE: criterion for failure must be specified**):
 - a. Will materially endanger the public health or safety; or
 - b. Will substantially injure the value of adjoining or abutting property; or
 - c. Will not be in harmony with the area in which it is located; or
 - d. Will not be in conformity with the land development plan or other plans officially adopted by the City Council.

Attachments

1. Preliminary Presentation Slides
2. Special Use Permit Application
3. Site Plan
4. Planning Project Report



Ashley Ownbey, Development Director

Public Hearing- Rezoning Request: R-20 to B-2
by 3S Investments, LLC

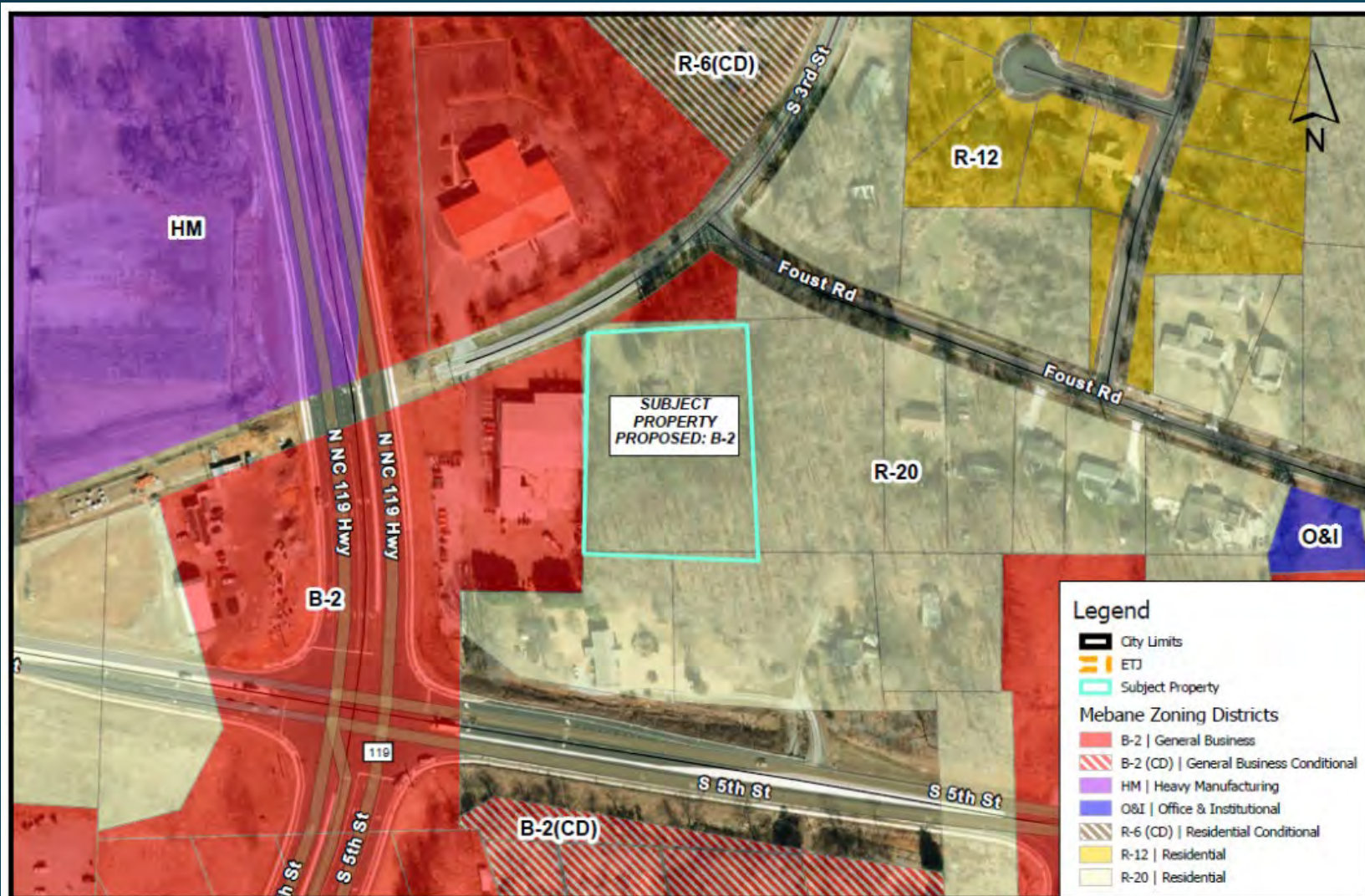




Ashley Ownbey, Development Director

Public Hearing- *Quasi-Judicial* - Special Use Request:
Equipment Rental and Leasing (with Outside Storage)
by 3S Investments, LLC





First Source

General Rezoning &
Special Use Permit Request

- Request by 3S Investments, LLC
- +/- 1.99 acre lot
- Existing zoning: R-20
- Requested zoning: B-2



CITY OF MEBANE
ZONING MAP

GENERAL REZONING
FIRST SOURCE

1 inch = 200 feet

DATE: 04/28/23

DRAWN BY: RG



First Source

General Rezoning & Special Use Permit Request

- Within City limits
- Utilities are available





First Source

General Rezoning & Special Use Permit Request

- Vacant, forested
- Surrounding uses include:
 - Equipment Rental and Leasing
 - Funeral Home
 - Residential





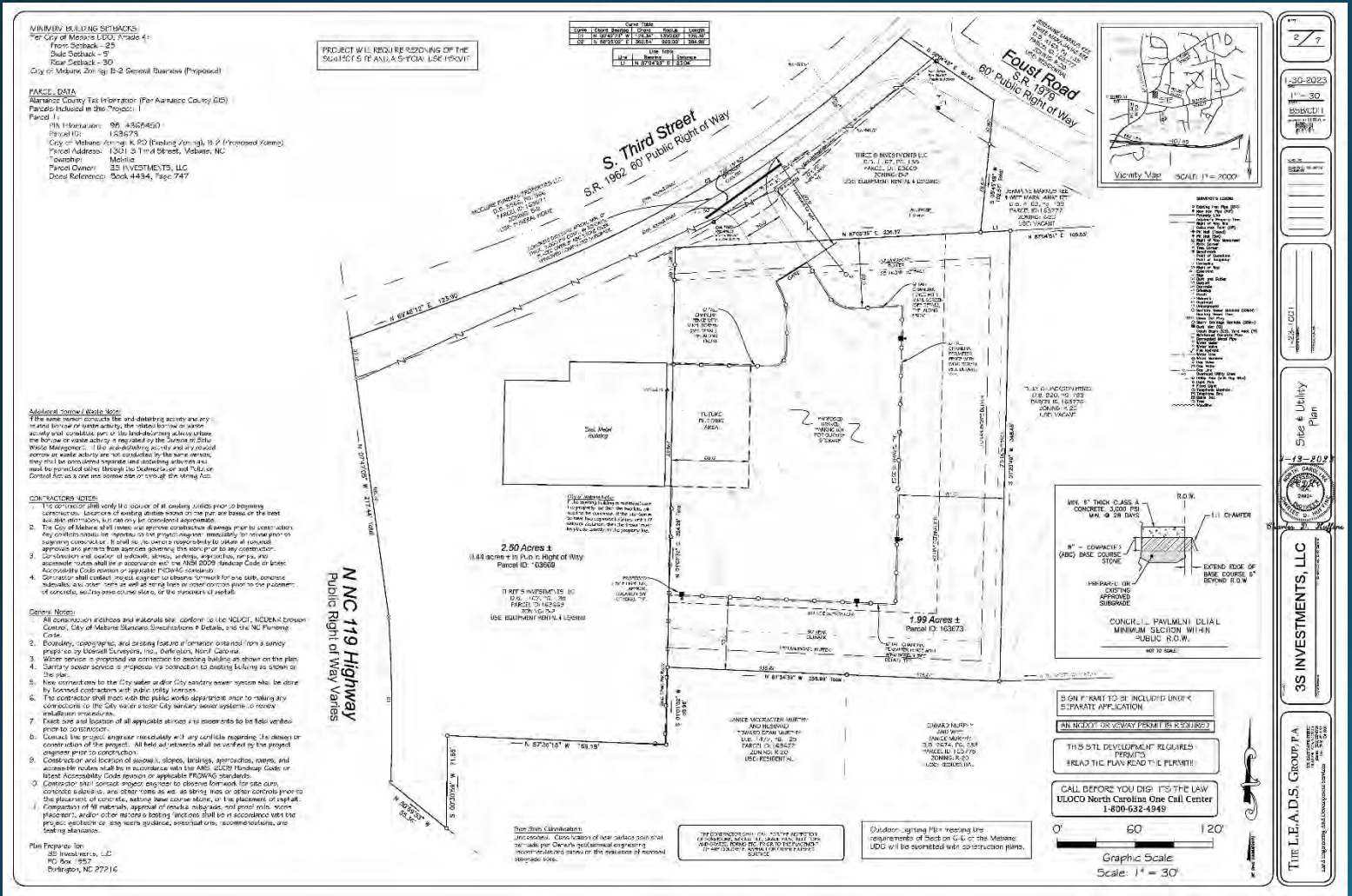
First Source

General Rezoning & Special Use Permit Request

- *Mebane By Design* G-4 Secondary Growth Area

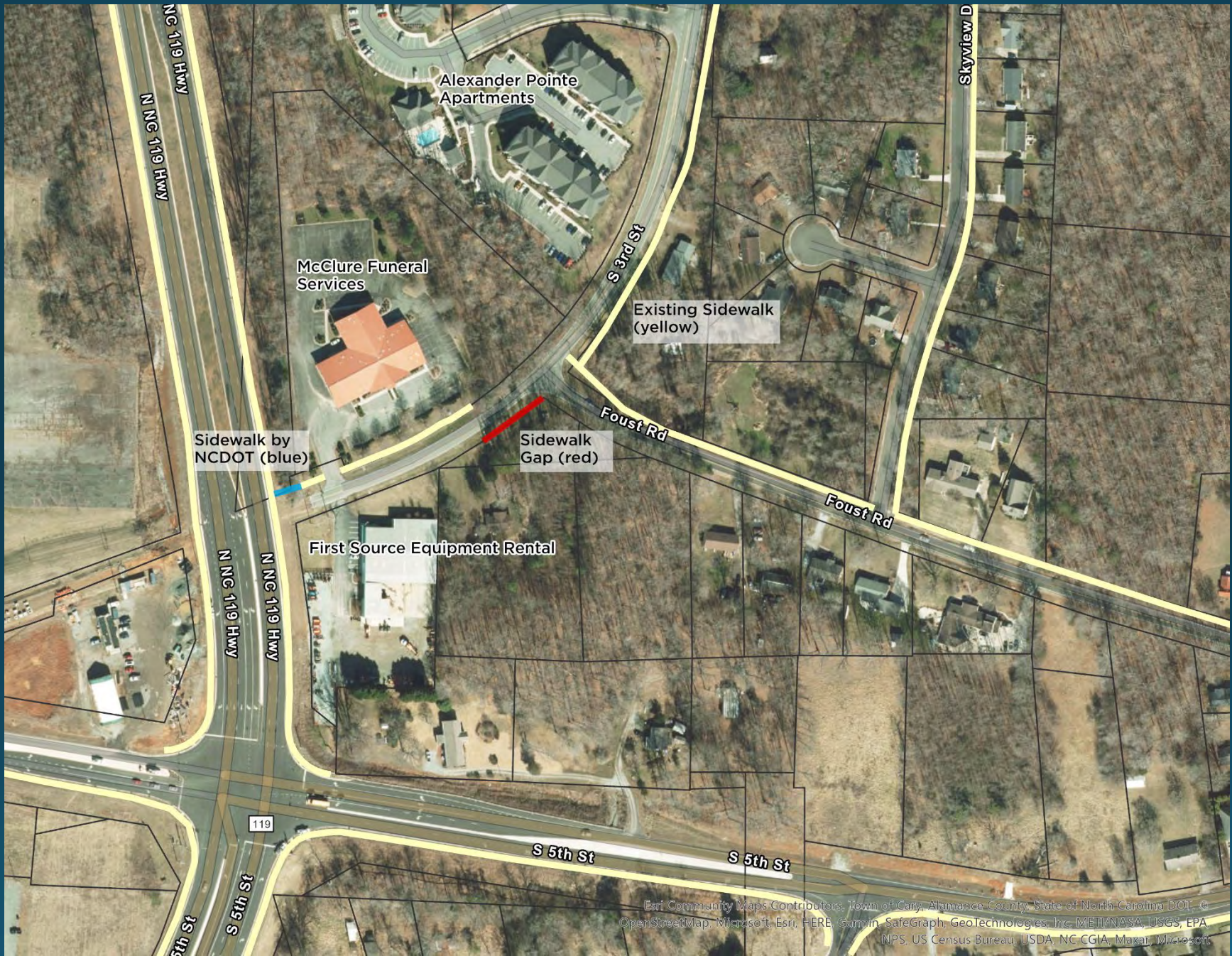


First Source General Rezoning & Special Use Permit Request



- Special Use Permit requested to allow for Equipment Rental and Leasing (with Outside Storage) as shown on the site-specific plan.
- Development Standards Required:
 - Use Separation
 - Security Fencing
 - Screening
 - Vehicular Access
- Special Use Permit Criteria:
 1. Public health and safety
 2. Property values
 3. Harmony with area
 4. Conformity with long-range plans





Esri Community Maps Contributors, Town of Cary, Alamance County, State of North Carolina DOT, © OpenStreetMap, Microsoft, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, NC CGIA, Maxar, Microsoft





Applicant Presentation





APPLICATION FOR A SPECIAL USE PERMIT

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

Name of Applicant: 3S INVESTMENTS, LLC

Address of Applicant: PO BOX 423 MEBANE NC 27302

Address and brief description of property: 1301 SOUTH THIRD
STREETS VACANT LOT FOR OUTDOOR LOT

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

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

Yes ___ Explain: _____ No X

Type of request: SPECIAL USE

Sketch attached: Yes X No _____

Reason for the request: SUP FOR OUTDOOR AREA IN B-2

Signed: Henry Edwin Scott

Date: 4/14/23

Action by Planning Board: _____

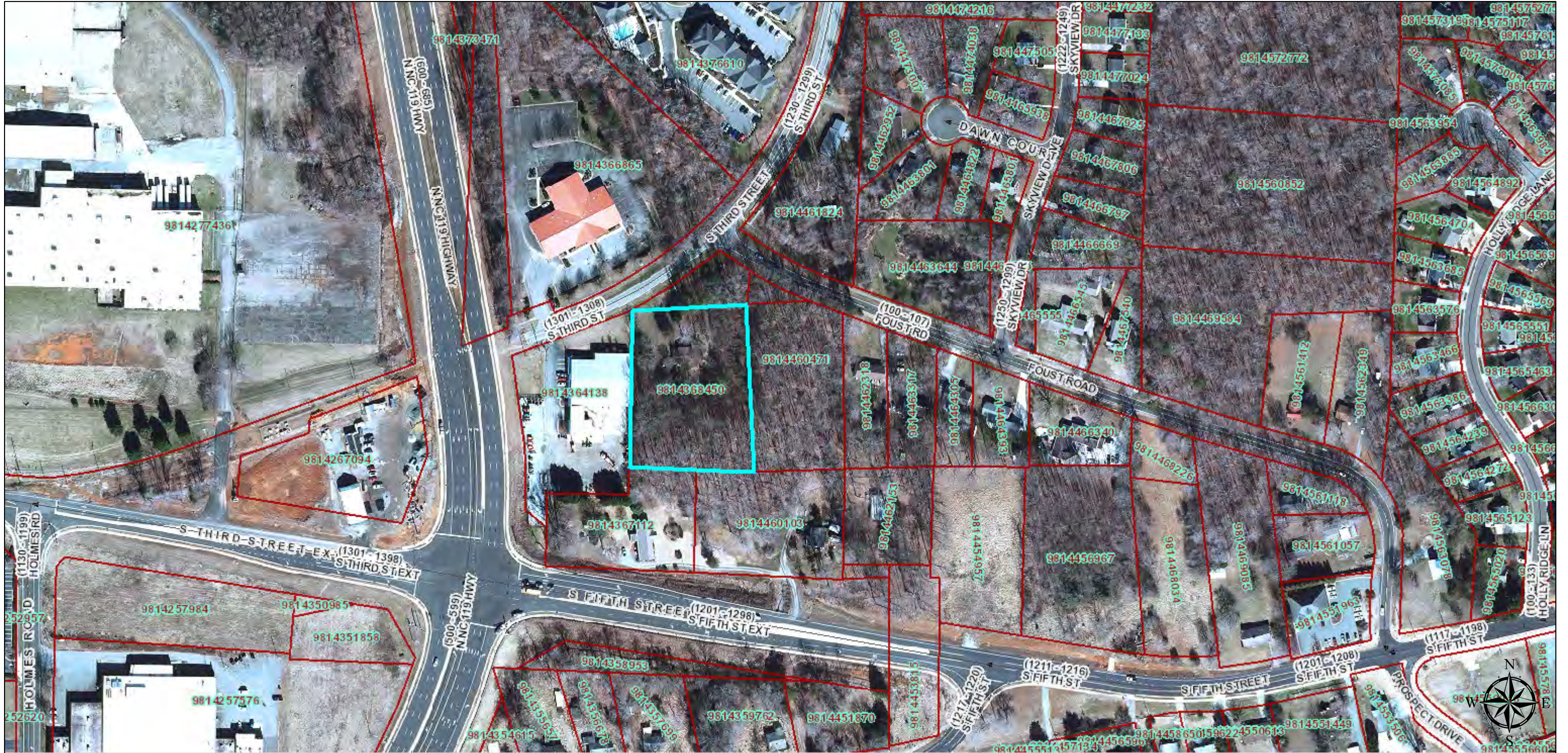
Public Hearing Date: _____ Action: _____

Zoning Map Corrected: _____

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

1. Tax Map showing the area that is to be considered.
2. Names and addresses of all adjoining property owners within a 300' radius (Include those that are across the street).
3. \$400.00 Fee to cover administrative costs.
4. The information is due 15 working days prior to the Planning Board meeting. The Planning Board meets the 2nd Monday of each month at 6:30 p.m. Then the request goes to the City Council for a Public Hearing the following month. The City Council meets the 1st Monday of each month at 6:00 p.m.

Alamance County



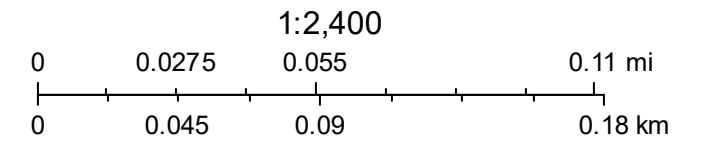
May 3, 2023

Heavy Industrial Development Applicants Streets

- | | | | |
|--|--------------------|--|-------------------|
| | APPLIED FOR PERMIT | | Roads |
| | PERMIT APPROVED | | Preliminary Roads |
| | PERMIT RENEWED | | Private Roads |
| | UNDER CONSTRUCTION | | 390 - TRAIL |
| | | | 391 - TRAIL |

- | | |
|--|------------------------|
| | 392 - TRAIL |
| | 393 - TRAIL |
| | 394 - TRAIL |
| | 395 - TRAIL |
| | Streets w/Block Ranges |
| | County Line |

- ### Major Roads
- | | |
|--|--------------------|
| | <all other values> |
| | HWY; HWY |
| | Parcels State ID |
| | Ponds & Lakes |

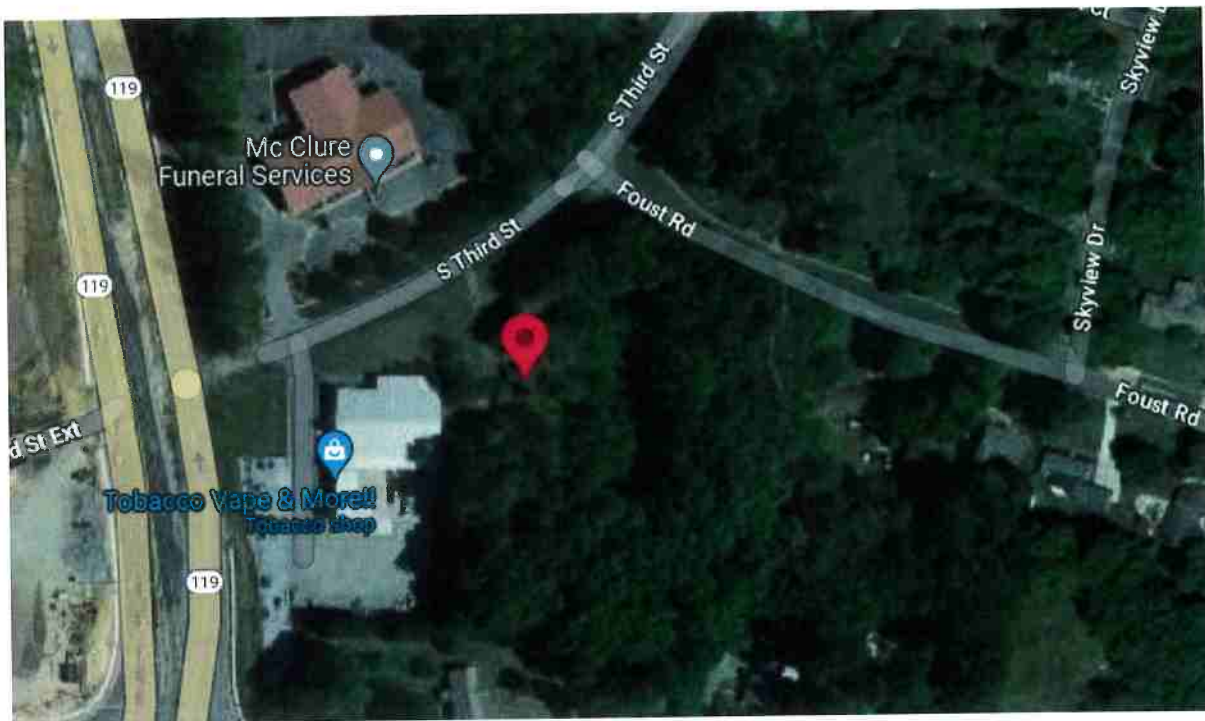


Alamance County GIS
Alamance County GIS Department

3S INVESTMENTS – OUTDOOR RENTAL AREA

Project Location:
1301 South Third Street Mebane, North Carolina 27302
PID: 163673

Special Use Permit



Four Findings of Fact

Prepare For:
3S Investments, LLC (Owner)
P.O. Box 423
Mebane, NC 27302

By:
The L.E.A.D.S. Group, Pa (Engineer)
505 East Davis Street, Burlington, NC 27215

1 - Will not materially endanger the public health or safety:

The findings that are necessary to support this special use permit request consider issues related to promoting the public's health safety and general welfare. The proposed improvements to this site and specific additions will be designed in accordance with driveway connection standards set forth by the NCDOT and the City of Mebane. Specific driveway items and connections are proposed to create an accessible driveway connection to the existing street in compliance with technical criteria set forth by these regulatory agencies.

2 - Will not substantially injure the value of adjoining or abutting property:

The project as proposed will be designed and constructed in accordance with the City of Mebane required perimeter landscaping considerations included. In addition to those requirements, the property owner will increase landscaped buffer widths, provide additional screening, and maintain a neat appearing area. Specific to this location within the City of Mebane, any improvement to the property made over its current vacant condition will be subsequently considered an improvement elevating the value of the site. Adequate separation between adjacent uses and buffers are provided.

Based on our experiences with similar projects, it is not anticipated that property values will be affected by this project.

3 - Will be in harmony with the area in which it is to be located:

The project as proposed will be in harmony with the surrounding uses and vicinity. The property will be adjacent to the existing First Source Rental operation which has been in existence since the site was vacated by Mebane Tire. Property across the street is developed as a funeral home and the property adjacent on the remaining two sides are wooded residential uses. This additional outdoor storage area will be properly screened, buffered and beautified with landscape plantings to enhance the exterior appearance. The existing First Source Rental currently provides services to local contractors and homeowners alike. They provide rental equipment and supplies needed for construction and maintenance as well as improvement projects to the Mebane and greater Triad / Triangle areas. Day to day operations on the property will take place within the fenced area and will likely behave in a similar fashion as the vicinity currently experiences.

4 - Will be in general conformity with the land use plan or other plans and policies officially adopted by the City Council.

Based on a collective review by our firm and the City of Mebane staff, the proposed use will be in conformity with the long-range plan for the area.

MINIMUM BUILDING SETBACKS

Per City of Mebane UDO, Article 4:

- Front Setback - 25'
- Side Setback - 5'
- Rear Setback - 30'

City of Mebane Zoning: B-2 General Business (Proposed)

PARCEL DATA

Alamance County Tax Information (Per Alamance County GIS)

Parcels Included in this Project: 1

Parcel 1:

PIN Information: 9814368450
 Parcel ID: 163673
 City of Mebane Zoning: R-20 (Existing Zoning), B-2 (Proposed Zoning)
 Parcel Address: 1301 S Third Street, Mebane, NC
 Township: Melville
 Parcel Owner: 3S INVESTMENTS, LLC
 Deed Reference: Book 4434, Page 747

SITE DATA

Existing Use: Vacant
 Proposed Use: Equipment Rental & Leasing (with Outside Storage)
 Proposed Property Area: 1.99 Ac. ± (86,712 sf)

Proposed Disturbed Area = 0.987 Ac. ± (42,975.5 sf)

Disturbed Area proposed is less than 1 acre.

Existing Building Area: 0 sf
 Proposed Building Area: 5,725 sf (future)

Impervious Areas:
 Existing Impervious Area: 0.042 Ac. ± (1,843 sf), 2.13% (PRE-CONSTRUCTION)
 Proposed Impervious Area: 0.877 Ac. ± (38,192 sf), 44.04% (POST-CONSTRUCTION)

CONTRACTORS NOTES:

1. The contractor shall verify the location of all existing utilities prior to beginning construction. Locations of existing utilities shown on the plan are based on the best available information, but can only be considered approximate.
2. The City of Mebane shall review and approve construction drawings prior to construction. Any conflicts should be reported to the project engineer immediately for review prior to beginning construction. It shall be the owner's responsibility to obtain all required approvals and permits from agencies governing this work prior to any construction.
3. Construction and location of sidewalk, slopes, landings, approaches, ramps, and accessible routes shall be in accordance with the ANSI 2009 Handicap Code or latest Accessibility Code revision or applicable PROWAG standards.
4. Contractor shall contact project engineer to observe formwork for site curb, concrete sidewalks, and other items as well as string lines or other controls prior to the placement of concrete, setting base course stone, or the placement of asphalt.

General Notes:

1. All construction methods and materials shall conform to the NCDOT, NCDENR Erosion Control, City of Mebane Standard Specifications & Details, and the NC Plumbing Code.
2. Boundary, topographic, and existing feature information obtained from a survey prepared by Boswell Surveyors, Inc., Burlington, North Carolina.
3. Water service is proposed via connection to existing building as shown on the plan.
4. Sanitary sewer service is proposed via connection to existing building as shown on the plan.
5. New connections to the City water and/or City sanitary sewer system shall be done by licensed contractors with public utility licenses.
6. The contractor shall meet with the public works department prior to making any connections to the City water and/or City sanitary sewer systems to review installation procedures.
7. Exact size and location of all applicable utilities and easements to be field verified prior to construction.
8. Contact the project engineer immediately with any conflicts regarding the design or construction of the project. All field adjustments shall be verified by the project engineer prior to construction.
9. Construction and location of sidewalk, slopes, landings, approaches, ramps, and accessible routes shall be in accordance with the ANSI 2009 Handicap Code or latest Accessibility Code revision or applicable PROWAG standards.
10. Contractor shall contact project engineer to observe formwork for site curb, concrete sidewalks, and other items as well as string lines or other controls prior to the placement of concrete, setting base course stone, or the placement of asphalt.
11. Compaction of fill materials, approval of residual subgrade, soil proof rolls, stone placement, and/or other materials testing functions shall be in accordance with the project geotechnical engineer's guidance, specifications, recommendations, and testing standards.

Plan Prepared for:
 3S Investments, LLC
 PO Box 1957
 Burlington, NC 27216

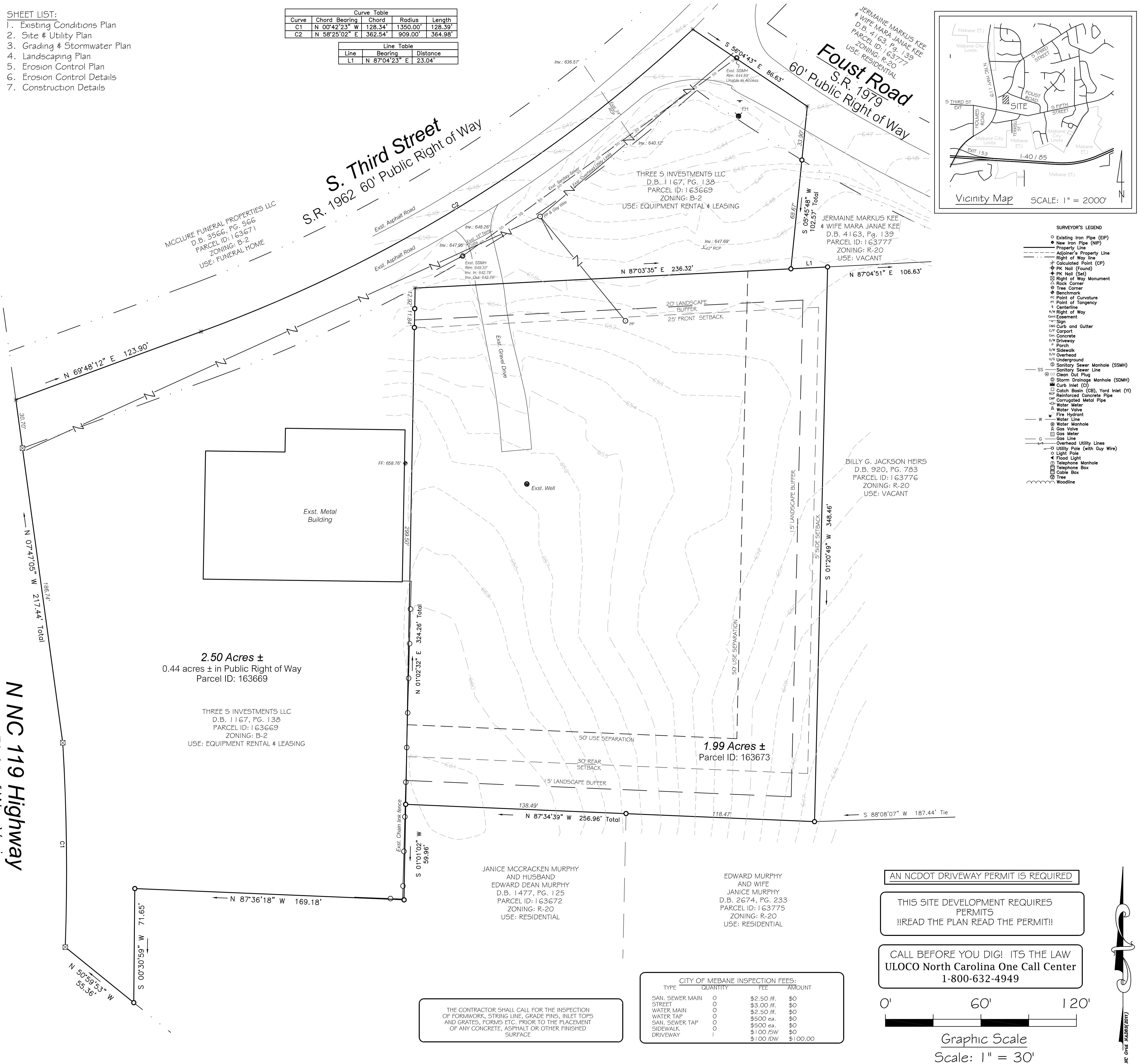
SHEET LIST:

1. Existing Conditions Plan
2. Site & Utility Plan
3. Grading & Stormwater Plan
4. Landscaping Plan
5. Erosion Control Plan
6. Erosion Control Details
7. Construction Details

Curve Table				
Curve	Chord Bearing	Chord	Radius	Length
C1	N 00°42'23" W	128.34'	1350.00'	128.39'
C2	N 58°25'02" E	362.54'	909.00'	364.98'

Line Table		
Line	Bearing	Distance
L1	N 87°04'23" E	23.04'

NC 119 Highway
Public Right of Way Varies



2.50 Acres ±
0.44 acres ± in Public Right of Way
Parcel ID: 163669

THREE S INVESTMENTS LLC
 D.B. 1167, PG. 138
 PARCEL ID: 163669
 ZONING: B-2
 USE: EQUIPMENT RENTAL & LEASING

1.99 Acres ±
Parcel ID: 163673

JANICE MCCracken MURPHY
 AND HUSBAND
 EDWARD DEAN MURPHY
 D.B. 1477, PG. 125
 PARCEL ID: 163672
 ZONING: R-20
 USE: RESIDENTIAL

EDWARD MURPHY
 AND WIFE
 JANICE MURPHY
 D.B. 2674, PG. 233
 PARCEL ID: 163775
 ZONING: R-20
 USE: RESIDENTIAL

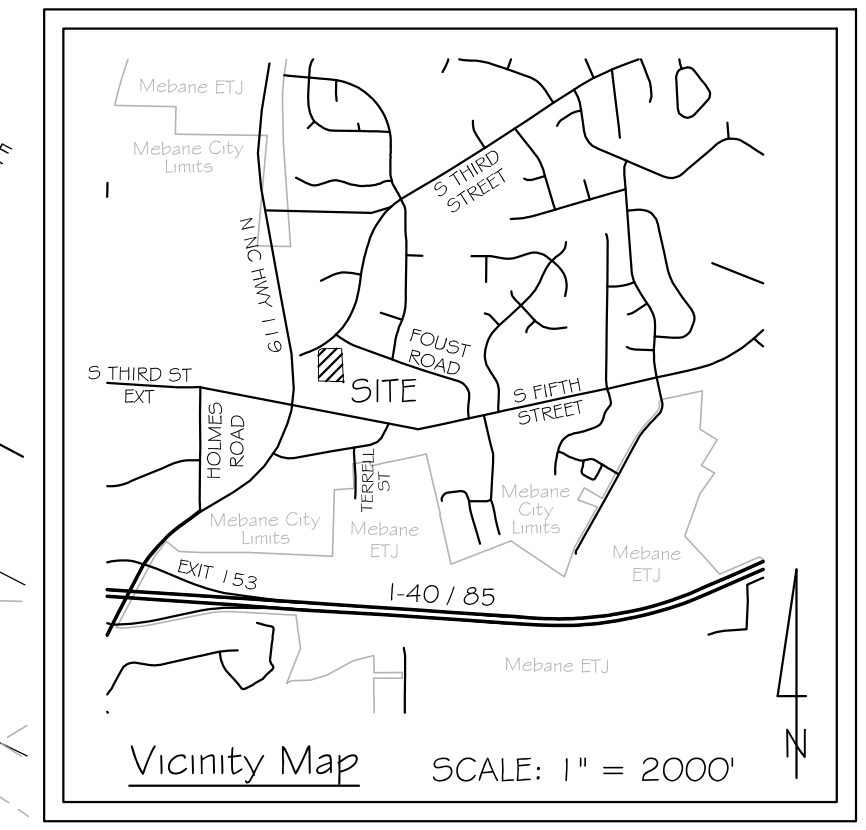
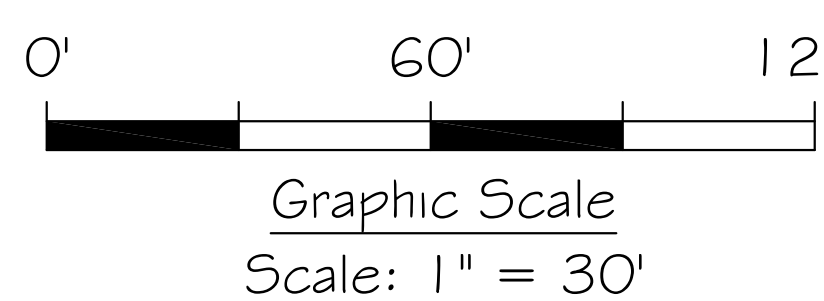
THE CONTRACTOR SHALL CALL FOR THE INSPECTION OF FORMWORK, STRING LINE, GRADE PINS, INLET TOPS AND GRATES, FORMS ETC. PRIOR TO THE PLACEMENT OF ANY CONCRETE, ASPHALT OR OTHER FINISHED SURFACE

CITY OF MEBANE INSPECTION FEES:			
TYPE	QUANTITY	TEE	AMOUNT
SAN. SEWER MAIN	0	\$2.50 /ft.	\$0
STREET	0	\$3.00 /ft.	\$0
WATER MAIN	0	\$2.50 /ft.	\$0
WATER TAP	0	\$500 ea.	\$0
SAN. SEWER TAP	0	\$500 ea.	\$0
SIDEWALK	0	\$100 /RW	\$0
DRIVEWAY	1	\$100 /RW	\$100.00

AN NCDOT DRIVEWAY PERMIT IS REQUIRED

THIS SITE DEVELOPMENT REQUIRES PERMITS
 !!READ THE PLAN READ THE PERMIT!!

CALL BEFORE YOU DIG! ITS THE LAW
 ULOCO North Carolina One Call Center
 1-800-632-4949



SURVEYOR'S LEGEND

- Existing Iron Pipe (EIP)
- New Iron Pipe (NIP)
- Property Line
- Additional Property Line
- Right of Way Line
- Calculated Point (CP)
- PK Nail (Found)
- PK Nail (Set)
- Right of Way Monument
- Rock Corner
- Tree Corner
- Benchmark
- Point of Curvature
- Point of Tangency
- Centerline
- Right of Way Easement
- Sign
- Curb and Gutter
- Carport
- Concrete
- Driveway
- Porch
- Sidewalk
- Overhead
- Underground
- Sanitary Sewer Manhole (SSMH)
- Sanitary Sewer Line
- Clean Out Plug
- Storm Drainage Manhole (SDMH)
- Curb Inlet (CI)
- Storm Inlet (SI)
- Catch Basin (CB), Yard Inlet (YI)
- Reinforced Concrete Pipe
- Corrugated Metal Pipe
- Water Meter
- Water Valve
- Tire Hydrant
- Water Line
- Water Manhole
- Gas Valve
- Gas Meter
- Gas Line
- Overhead Utility Lines
- Utility Pole (with Guy Wire)
- Light Pole
- Flood Light
- Telephone Manhole
- Telephone Box
- Cable Box
- Tree
- Woodline

Existing Conditions Plan

4-13-2023

Charles D. Huffine

3S INVESTMENTS, LLC
City of Mebane

THE L.E.A.D.S. GROUP, P.A.
508 EAST DAVENSBRETT
 BURLINGTON, NC 27215
 PHONE: (336) 225-9917
 FAX: (336) 225-9917
 C# 1109

Land Engineering And Development Services

MINIMUM BUILDING SETBACKS

Per City of Mebane UDO, Article 4:

- Front Setback - 25'
- Side Setback - 5'
- Rear Setback - 30'

City of Mebane Zoning: B-2 General Business (Proposed)

PARCEL DATA

Alamance County Tax Information (Per Alamance County GIS)

Parcels Included in this Project: 1

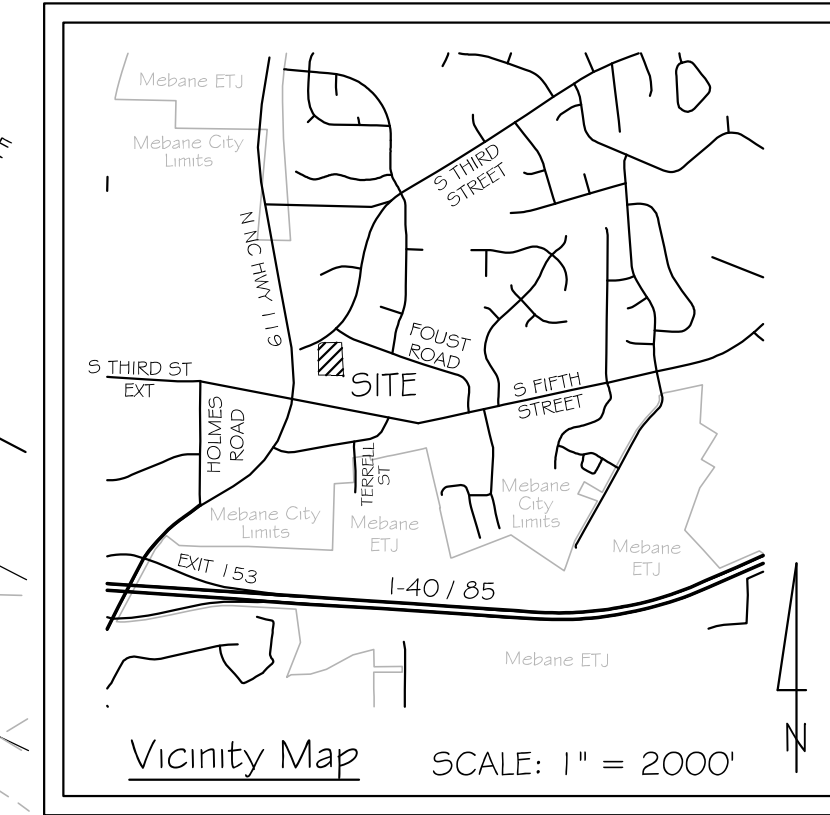
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- Parcel Address: 1301 S Third Street, Mebane, NC
- Township: Melville
- Parcel Owner: 3S INVESTMENTS, LLC
- Deed Reference: Book 4434, Page 747

PROJECT WILL REQUIRE REZONING OF THE SUBJECT SITE AND A SPECIAL USE PERMIT

Curve Table				
Curve	Chord Bearing	Chord	Radius	Length
C1	N 00°42'23" W	128.34'	1350.00'	128.39'
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- Gas Line
- Overhead Utility Lines
- Utility Pole (with Guy Wire)
- Light Pole
- Flood Light
- Telephone Manhole
- Telephone Box
- Cable Box
- Tree
- Woodline

N NC 119 Highway
 Public Right of Way Varies

Additional Borrow / Waste Note:
 If the same person conducts the land-disturbing activity and any related borrow or waste activity, the related borrow or waste activity shall constitute part of the land-disturbing activity unless the borrow or waste activity is regulated by the Division of Solid Waste Management. If the land-disturbing activity and any related borrow or waste activity are not conducted by the same person, they shall be considered separate land disturbing activities and must be permitted either through the Sedimentation and Pollution Control Act as a one-use-borrow site or through the Mining Act.

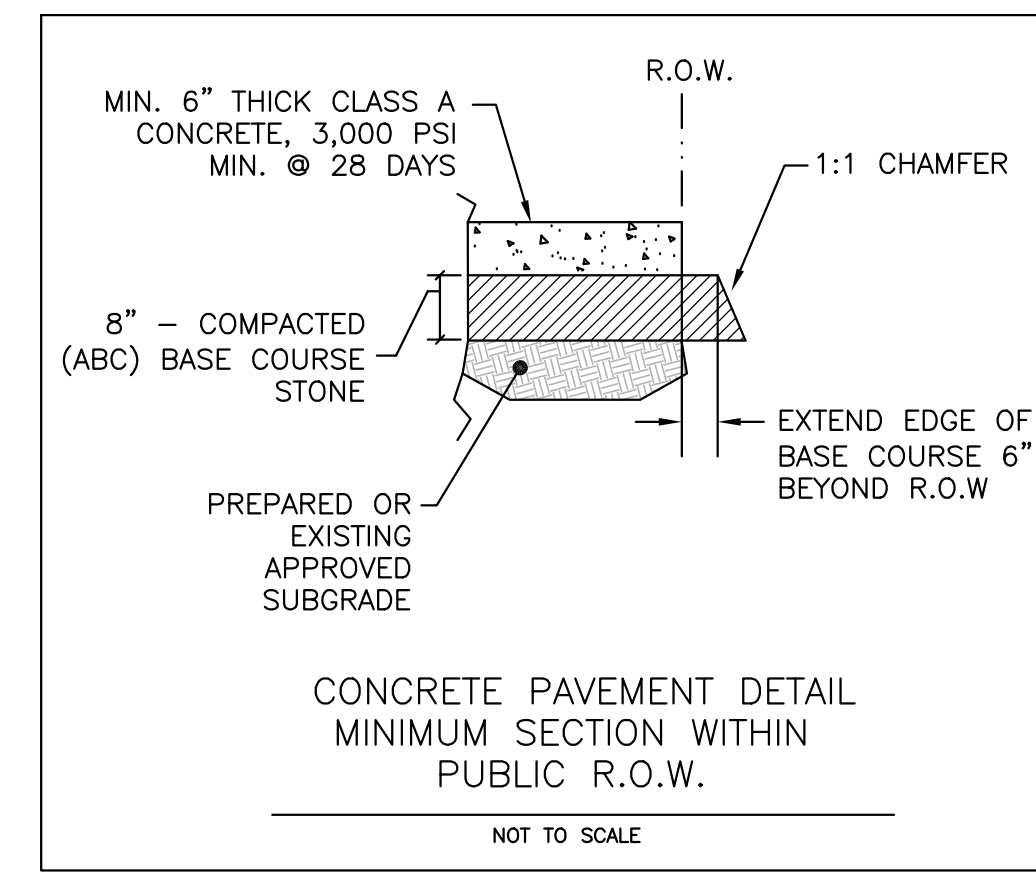
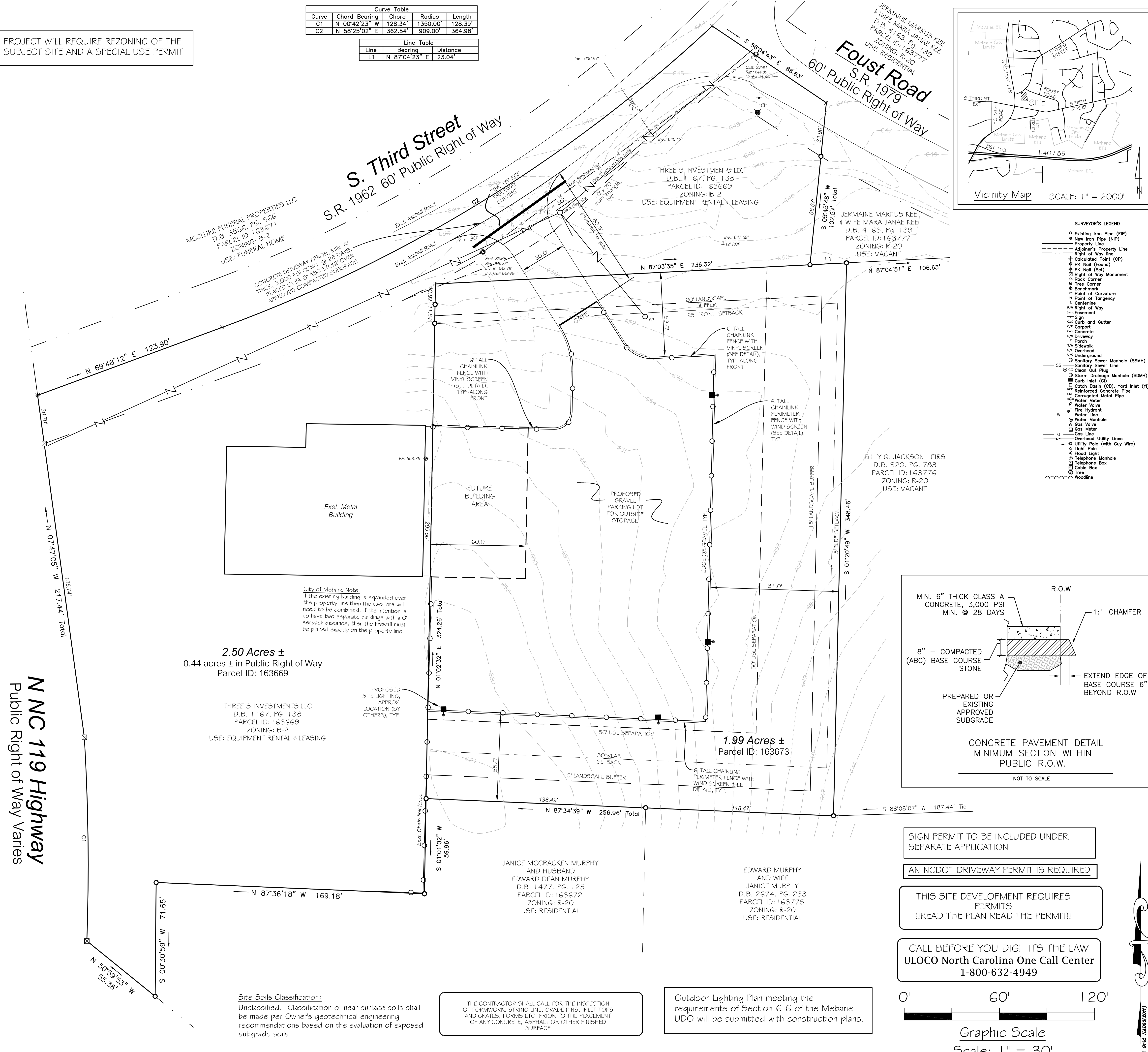
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Plan Prepared for:
 3S Investments, LLC
 PO Box 1957
 Burlington, NC 27216



SIGN PERMIT TO BE INCLUDED UNDER SEPARATE APPLICATION

AN NCDOT DRIVEWAY PERMIT IS REQUIRED

THIS SITE DEVELOPMENT REQUIRES PERMITS
 !!READ THE PLAN READ THE PERMIT!!

CALL BEFORE YOU DIG! ITS THE LAW
 ULOCO North Carolina One Call Center
 1-800-632-4949

Graphic Scale
 Scale: 1" = 30'

Site Soils Classification:
 Unclassified. Classification of near surface soils shall be made per Owner's geotechnical engineering recommendations based on the evaluation of exposed subgrade soils.

THE CONTRACTOR SHALL CALL FOR THE INSPECTION OF FORMWORK, STRING LINE, GRADE PINS, INLET TOPS AND GRATES, FORMS ETC. PRIOR TO THE PLACEMENT OF ANY CONCRETE, ASPHALT OR OTHER FINISHED SURFACE

Outdoor Lighting Plan meeting the requirements of Section 6-6 of the Mebane UDO will be submitted with construction plans.

SHEET 2 / 7

1-30-2023
 1" = 30'

BSB/CDH
 DRAWN IN THE USA

1-23-1001

Site & Utility Plan

1-13-2023

CHARLES D. HUFFINE
 PROFESSIONAL SURVEYOR
 24924

3S INVESTMENTS, LLC

THE L.E.A.D.S. GROUP, P.A.
 508 EAST DAVENSBREEK
 BURLINGTON, NC 27215
 PHONE: (336) 225-9617
 FAX: (336) 225-9617
 C# 1109

Land Engineering, And Development Services

MINIMUM BUILDING SETBACKS

Per City of Mebane UDO, Article 4:

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City of Mebane Zoning: B-2 General Business (Proposed)

PARCEL DATA

Alamance County Tax Information (Per Alamance County GIS)

Parcels Included in this Project: 1

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 Township: Melville
 Parcel Owner: 3S INVESTMENTS, LLC
 Deed Reference: Book 4434, Page 747

LAND DISTURBANCE AS-BUILT:

The limits of disturbance for this project (silt fence) shall be staked in the field, silt fence installed and an as-built survey provided indicating the area of disturbance is less than one acre prior to obtaining building permits for the site.

THIS PROJECT PROPOSES TO DISTURB LESS THAN ONE ACRE

Tree Protection Note:

Tree protection fencing to be provided outside the dnp line of any existing vegetation to remain.

ON-SITE UTILITY SCREENING

All onsite utilities will be screened.

LANDSCAPING TABLE

Streetscape:	Canopy (required/provided)	Understory (required/provided)	Shrubs (required/provided)
Length = 133' - 33" = 100'	N/A	Rate: 1 per 20 LF 5/5	N/A
Width = 20'			
Parking Lot: 38,192 sf	N/A	N/A	Rate: 1 per 5 LF ** 130 provided
East Penetration Buffer: Length = 348.46' Width = 15' average, 5' min. (adjacent to residential uses)	Rate: 1 per 40 LF	Rate: 1 per 20 LF	Rate: 1 per 6 LF
South Penetration Buffer: Length = 296.96' Width = 15' average, 5' min. (adjacent to residential uses)	Rate: 1 per 40 LF	Rate: 1 per 20 LF	Rate: 1 per 6 LF

**Note: Shrubs proposed to provide additional parking lot screening and are only required in areas adjacent to parking lot.

Small Lot Landscaping provision - Application to Small Developments and Lots per City of Mebane UDO Article 6 - Section: 6-4.A.3.f

CONTRACTORS NOTES:

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- Contractor shall contact project engineer to observe formwork for site curb, concrete sidewalks, and other items as well as string lines or other controls prior to the placement of concrete, setting base course stone, or the placement of asphalt.

General Notes:

- All construction methods and materials shall conform to the NCDOT, NCDENR Erosion Control, City of Mebane Standard Specifications & Details, and the NC Plumbing Code.
- Boundary, topographic, and existing feature information obtained from a survey prepared by Boswell Surveyors, Inc., Burlington, North Carolina.
- Water service is proposed via connection to existing building as shown on the plan.
- Sanitary sewer service is proposed via connection to existing building as shown on the plan.
- New connections to the City water and/or City sanitary sewer system shall be done by licensed contractors with public utility licenses.
- The contractor shall meet with the public works department prior to making any connections to the City water and/or City sanitary sewer systems to review installation procedures.
- Exact size and location of all applicable utilities and easements to be field verified prior to construction.
- Contact the project engineer immediately with any conflicts regarding the design or construction of the project. All field adjustments shall be verified by the project engineer prior to construction.
- Construction and location of sidewalk, slopes, landings, approaches, ramps, and accessible routes shall be in accordance with the ANSI 2009 Handicap Code or latest Accessibility Code revision or applicable PROWAG standards.
- Contractor shall contact project engineer to observe formwork for site curb, concrete sidewalks, and other items as well as string lines or other controls prior to the placement of concrete, setting base course stone, or the placement of asphalt.
- Compaction of fill materials, approval of residual subgrade, soil proof rolls, stone placement, and/or other materials testing functions shall be in accordance with the project geotechnical engineer's guidance, specifications, recommendations, and testing standards.

Plan Prepared for:
 3S Investments, LLC
 PO Box 1957
 Burlington, NC 27216

LANDSCAPE LEGEND

- CANOPY TREE
n/a
- UNDERSTORY TREE
Sugar Maple
- UNDERSTORY TREE
Trident Maple
- UNDERSTORY TREE
Nelly Stephens Holly
- SHRUB
Daruma Loropetalum
- TREE FENCE

Landscaping Vegetation Size Notes:
 All proposed landscaping shall meet requirements in The City of Mebane UDO Section 6-4 Landscaping, Buffering, and Screening.
 Canopy Trees Minimum Size 2.5" Caliper and 10' tall at time of planting.
 Understory Trees Minimum Size 2.0" Caliper and 8' tall at time of planting.
 All Shrubs 3 gallon size and 24" height at time of planting.
 Note: Shrubs shall be evergreen.

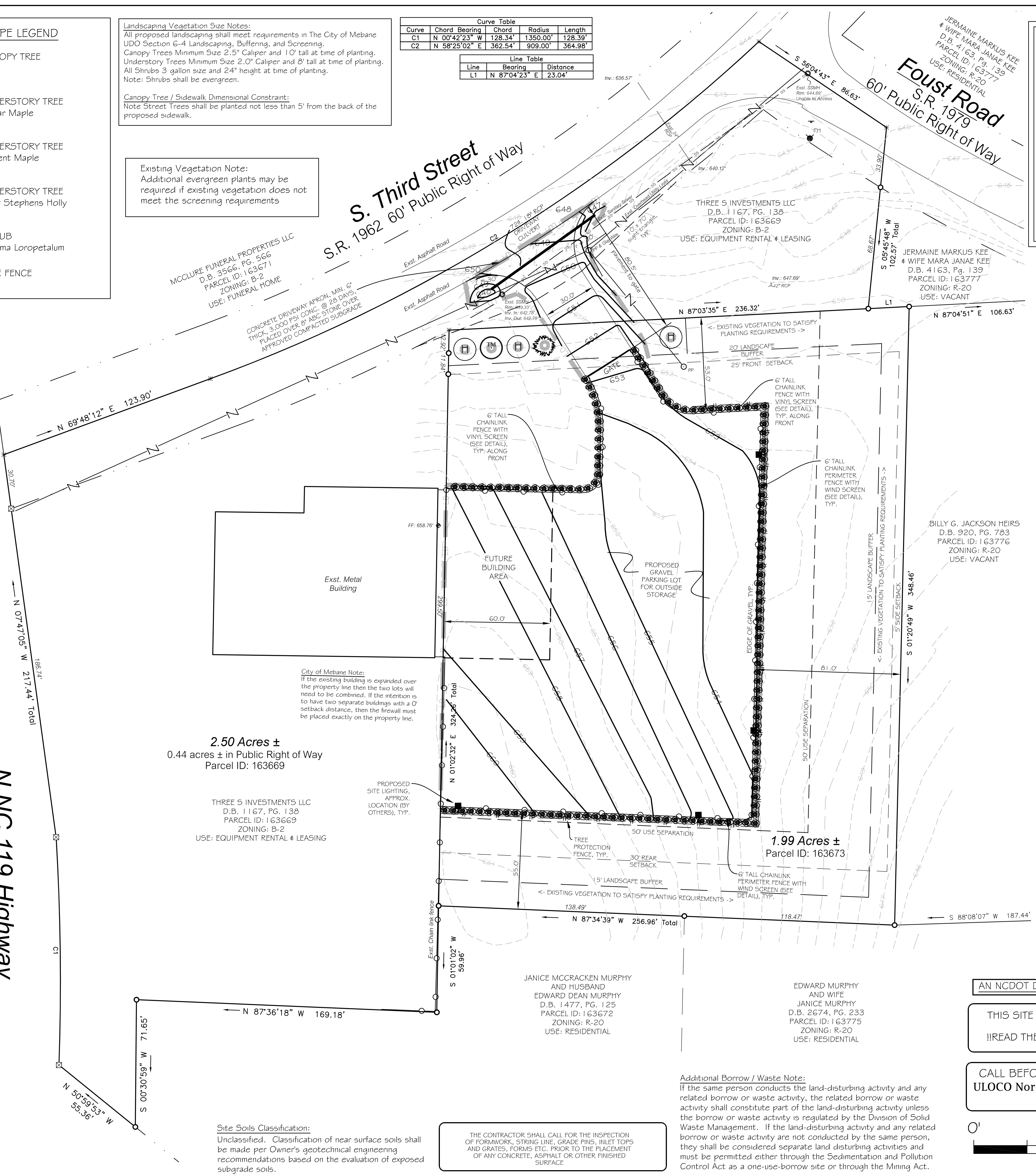
Canopy Tree / Sidewalk Dimensional Constraint:
 Note Street Trees shall be planted not less than 5' from the back of the proposed sidewalk.

Existing Vegetation Note:
 Additional evergreen plants may be required if existing vegetation does not meet the screening requirements

Curve Table				
Curve	Chord Bearing	Chord	Radius	Length
C1	N 00°42'23" W	128.34'	1350.00'	128.39'
C2	N 58°25'02" E	362.54'	909.00'	364.98'

Line Table		
Line	Bearing	Distance
L1	N 87°04'23" E	23.04'

N NC 119 Highway
 Public Right of Way Varies



2.50 Acres ±
 0.44 acres ± in Public Right of Way
 Parcel ID: 163669

THREE S INVESTMENTS LLC
 D.B. 1167, PG. 138
 PARCEL ID: 163669
 ZONING: B-2
 USE: EQUIPMENT RENTAL & LEASING

EDWARD MURPHY AND WIFE
 JANICE MURPHY
 D.B. 2674, PG. 233
 PARCEL ID: 163775
 ZONING: R-20
 USE: RESIDENTIAL

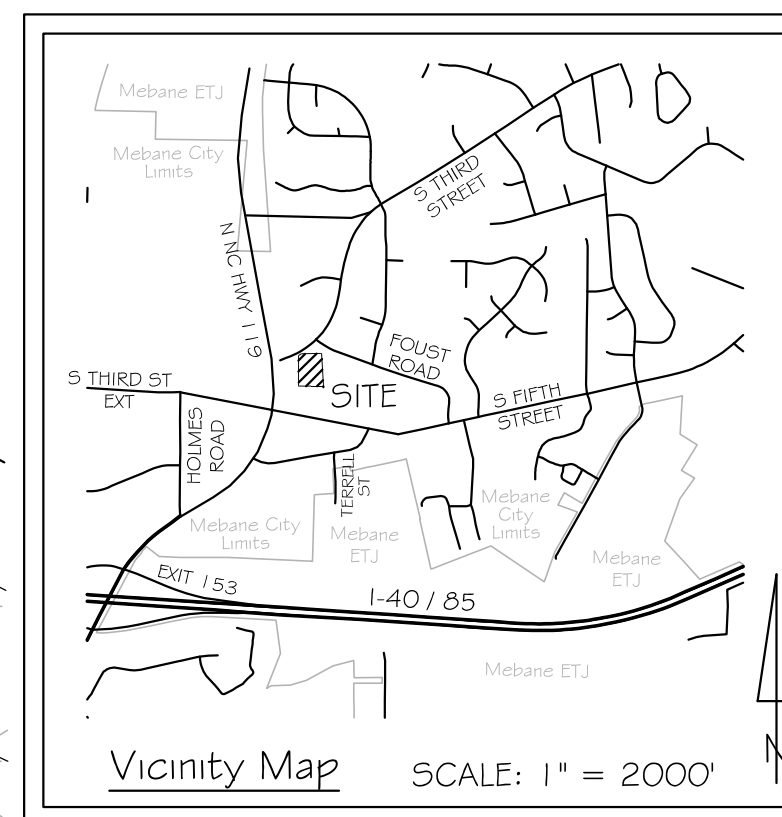
Site Soils Classification:

Unclassified. Classification of near surface soils shall be made per Owner's geotechnical engineering recommendations based on the evaluation of exposed subgrade soils.

THE CONTRACTOR SHALL CALL FOR THE INSPECTION OF FORMWORK, STRING LINE, GRADE PINS, INLET TOPS AND GRATES, FORMS ETC. PRIOR TO THE PLACEMENT OF ANY CONCRETE, ASPHALT OR OTHER FINISHED SURFACE

Additional Borrow / Waste Note:

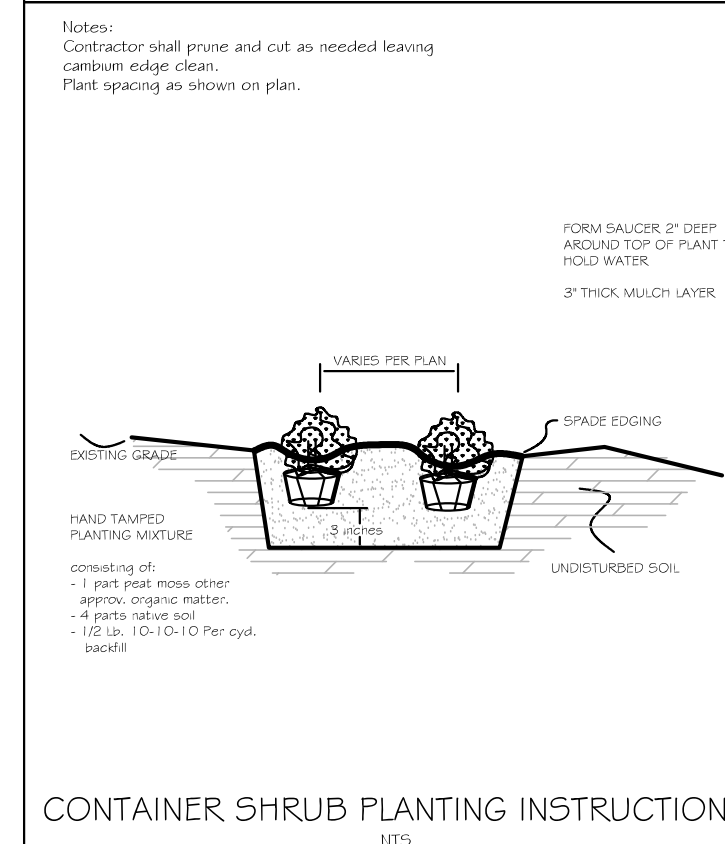
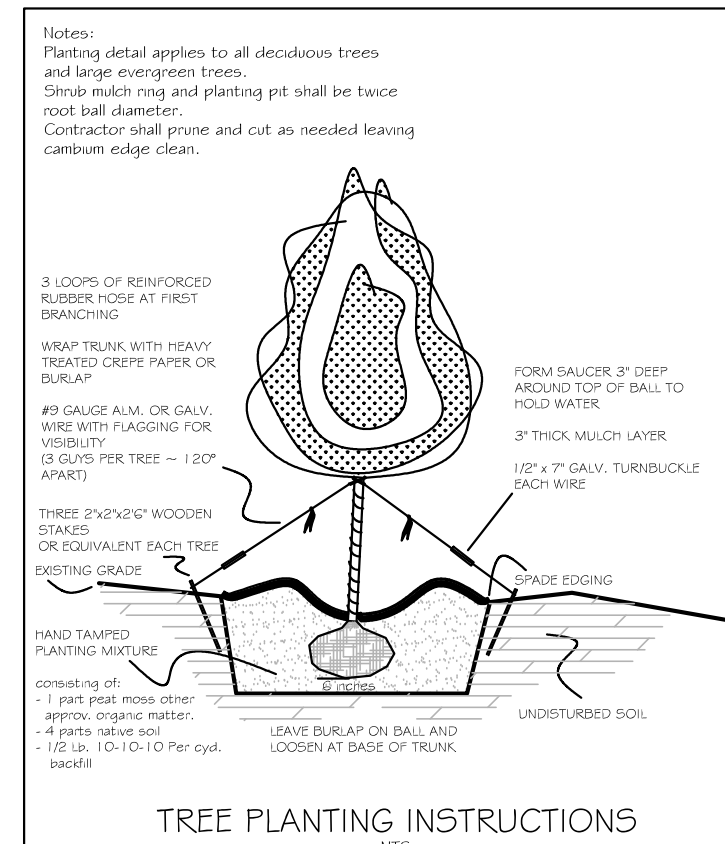
If the same person conducts the land-disturbing activity and any related borrow or waste activity, the related borrow or waste activity shall constitute part of the land-disturbing activity unless the borrow or waste activity is regulated by the Division of Solid Waste Management. If the land-disturbing activity and any related borrow or waste activity are not conducted by the same person, they shall be considered separate land disturbing activities and must be permitted either through the Sedimentation and Pollution Control Act as a one-use-borrow site or through the Mining Act.



SURVEYOR'S LEGEND

- Existing Iron Pipe (EIP)
- New Iron Pipe (NIP)
- Property Line
- Adjacent Property Line
- Right of Way Line
- Calculated Point (CP)
- Right of Way Oak

LANDSCAPING SPECIES SELECTION
 The contractor shall supply the City with the proposed plant list for approval prior to planting, as applicable plantings may change due to the season and time of planting.



AN NCDOT DRIVEWAY PERMIT IS REQUIRED

THIS SITE DEVELOPMENT REQUIRES PERMITS
 !!READ THE PLAN READ THE PERMIT!!

CALL BEFORE YOU DIG! ITS THE LAW
 ULOCO North Carolina One Call Center
 1-800-632-4949



SHEET
 4 / 7

1-30-2023

1" = 30'

BSB/CDH

DRAWN IN THE USA

REVISIONS

2023-03-13 1:00 PM REVIEW COMMENTS

2023-04-13 1:00 PM REVIEW COMMENTS

2023-04-13 1:00 PM REVIEW COMMENTS

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2023-04-1

MINIMUM BUILDING SETBACKS

Per City of Mebane UDO, Article 4:

- Front Setback - 25'
- Side Setback - 5'
- Rear Setback - 30'

City of Mebane Zoning: B-2 General Business (Proposed)

PARCEL DATA

Alamance County Tax Information (Per Alamance County GIS)

Parcels Included in this Project: 1

Parcel 1:

- PIN Information: 9814368450
- Parcel ID: 163673
- City of Mebane Zoning: R-20 (Existing Zoning), B-2 (Proposed Zoning)
- Parcel Address: 1301 S Third Street, Mebane, NC
- Township: Melville
- Parcel Owner: 3S INVESTMENTS, LLC
- Deed Reference: Book 4434, Page 747

EROSION CONTROL NOTES:

Proposed Disturbed Area = 0.987 Ac. ± (42,975.5 sf)

1. Limits of Disturbance shall be property lines, silt fencing, temporary diversion ditches or as shown on plan.
2. In areas where the property boundary, disturbance limits, and/or silt fencing are parallel and overlap, lines are offset to provide clarity.
3. This site proposes to disturb less than one acre. An erosion and sedimentation control permit is required for disturbed areas of one acre or more. Any material imported to the site or exported from the site shall originate or be disposed of at a properly permitted site.
4. Additional erosion control measures will be installed during construction in order to control erosion if deemed necessary by on-site inspection.
5. All erosion control measures shall be inspected once every 7 calendar days or after a rainfall event having precipitation greater than 1/2 inch in any 24 hour period. The inspection shall be documented in writing, and damaged or ineffective measures be repaired or replaced as needed.
6. A self-inspection must be made of the project after each phase and documented in writing. This self-inspection will be performed in addition to the NPDES self monitoring report required by the General Permit as described above.
7. All erosion and sediment control devices shall be properly maintained during all phases of construction until the completion of all construction activities and / or contributing areas have been stabilized. Existing measures may require adjustment or modification and additional control measures may be required in order to control erosion and/or off-site sedimentation if determined necessary by on-site inspection.

Additional Borrow / Waste Note:

If the same person conducts the land-disturbing activity and any related borrow or waste activity, the related borrow or waste activity shall constitute part of the land-disturbing activity unless the borrow or waste activity is regulated by the Division of Solid Waste Management. If the land-disturbing activity and any related borrow or waste activity are not conducted by the same person, they shall be considered separate land disturbing activities and must be permitted either through the Sedimentation and Pollution Control Act as a one-use-borrow site or through the Mining Act.

CONTRACTORS NOTES:

1. The contractor shall verify the location of all existing utilities prior to beginning construction. Locations of existing utilities shown on the plan are based on the best available information, but can only be considered approximate.
2. The City of Mebane shall review and approve construction drawings prior to construction. Any conflicts should be reported to the project engineer immediately for review prior to beginning construction. It shall be the owner's responsibility to obtain all required approvals and permits from agencies governing this work prior to any construction.
3. Construction and location of sidewalk, slopes, landings, approaches, ramps, and accessible routes shall be in accordance with the ANSI 2009 Handicap Code or latest Accessibility Code revision or applicable PROWAG standards.
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General Notes:

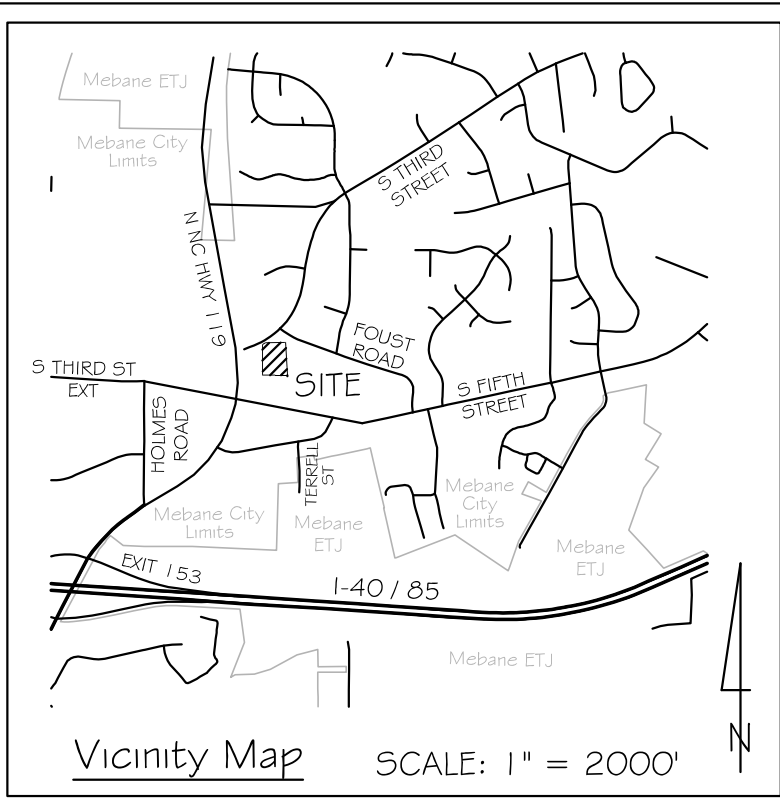
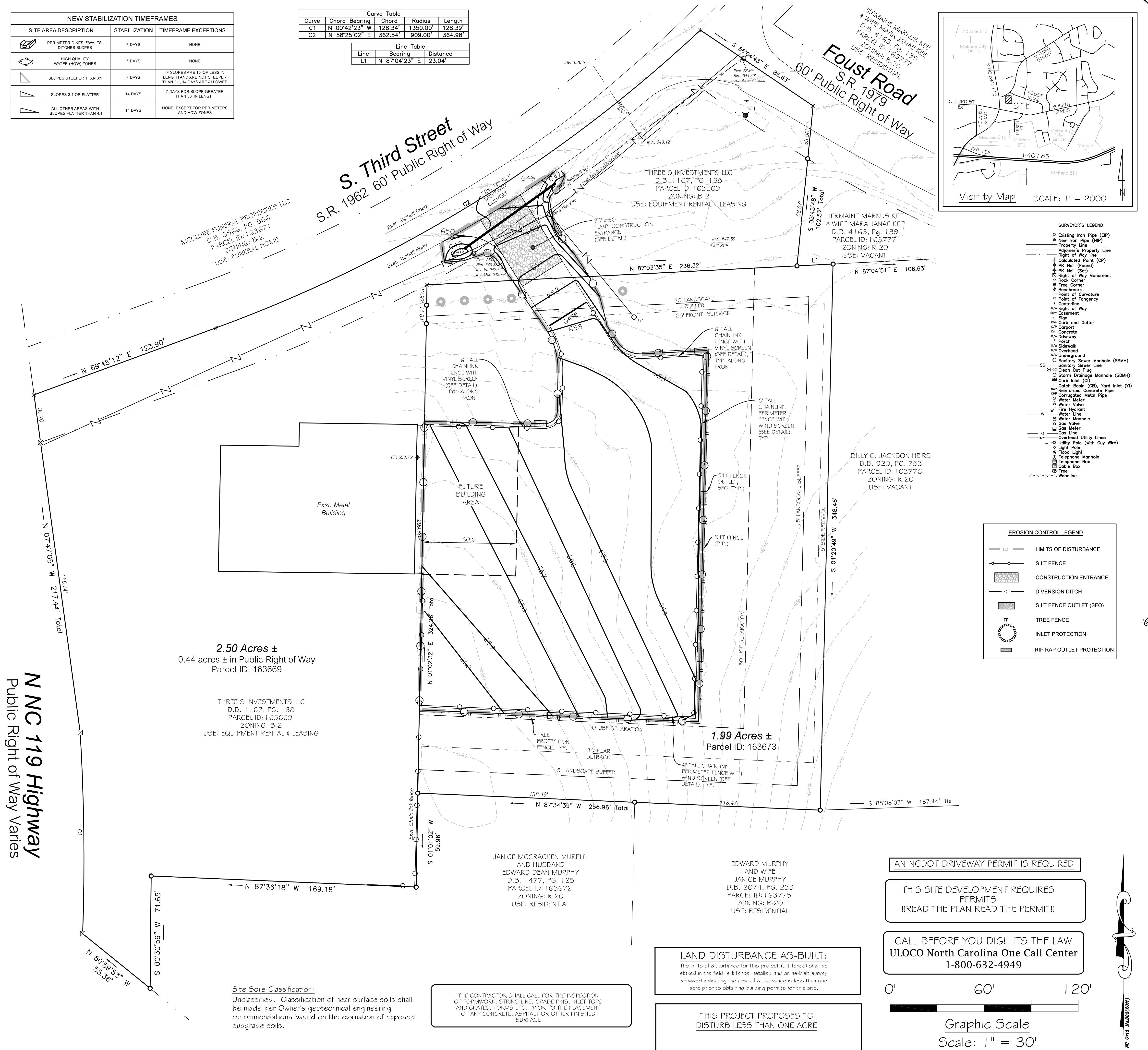
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Plan Prepared for:
3S Investments, LLC
PO Box 1957
Burlington, NC 27216

NEW STABILIZATION TIMEFRAMES			
SITE AREA DESCRIPTION	STABILIZATION	TIMEFRAME EXCEPTIONS	
PERIMETER DIKES, SWALES, DITCHES SLOPES	7 DAYS	NONE	
HIGH QUALITY WATER (HOW) ZONES	7 DAYS	NONE	
SLOPES STEEPER THAN 3:1	7 DAYS	IF SLOPES ARE 10' OR LESS IN LENGTH AND ARE NOT STEEPER THAN 2:1, 14 DAYS ARE ALLOWED	
SLOPES 3:1 OR FLATTER	14 DAYS	7 DAYS FOR SLOPE GREATER THAN 50' IN LENGTH	
ALL OTHER AREAS WITH SLOPES FLATTER THAN 4:1	14 DAYS	NONE, EXCEPT FOR PERIMETERS AND HOW ZONES	

Curve Table				
Curve	Chord Bearing	Chord	Radius	Length
C1	N 00°42'23" W	128.34'	1350.00'	128.39'
C2	N 58°25'02" E	362.54'	909.00'	364.98'

Line Table		
Line	Bearing	Distance
L1	N 87°04'23" E	23.04'



- SURVEYOR'S LEGEND**
- Existing Iron Pipe (EIP)
 - New Iron Pipe (NIP)
 - Property Line
 - Adjusted Property Line
 - Right of Way Line
 - Collocated Point (CP)
 - PK Nail (Found)
 - PK Nail (Set)
 - Right of Way Monument
 - Rock Corner
 - Tree Corner
 - Benchmark
 - Point of Curvature
 - Point of Tangency
 - Centerline
 - Right of Way Easement
 - Sign
 - Curb and Gutter
 - Carport
 - Concrete
 - Driveway
 - Porch
 - Overhead
 - Underground
 - Sanitary Sewer Manhole (SSMH)
 - Sanitary Sewer Line
 - Clean Out Plug
 - Storm Drainage Manhole (SDMH)
 - Curb Inlet (CI)
 - Storm Inlet (SI)
 - Catch Basin (CB), Yard Inlet (YI)
 - Reinforced Concrete Pipe
 - Corrugated Metal Pipe
 - Water Meter
 - Water Valve
 - Fire Hydrant
 - Water Line
 - Water Manhole
 - Gas Valve
 - Gas Meter
 - Gas Line
 - Overhead Utility Lines
 - Utility Pole (with Guy Wire)
 - Light Pole
 - Flood Light
 - Telephone Manhole
 - Telephone Box
 - Cable Box
 - Tree
 - Woodline

- EROSION CONTROL LEGEND**
- LD - LIMITS OF DISTURBANCE
 - SILT FENCE
 - CONSTRUCTION ENTRANCE
 - DIVERSION DITCH
 - SILT FENCE OUTLET (SFO)
 - TF - TREE FENCE
 - INLET PROTECTION
 - RRP - RIP RAP OUTLET PROTECTION

SHEET 5 / 7

1-30-2023

1" = 30'

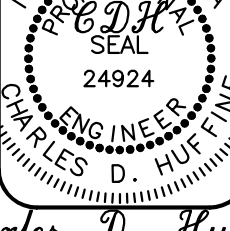
BSB/CDH

REVISED

1-23-1001

Erosion Control Plan

1-13-2023



Charles D. Huffine

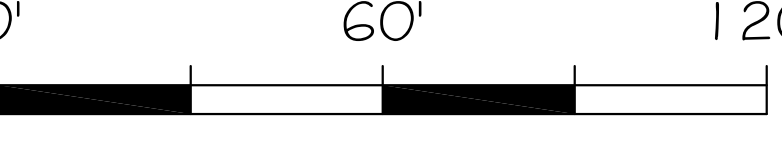
3S INVESTMENTS, LLC
City of Mebane

THE L.E.A.D.S. GROUP, P.A.
508 EAST DAVENSBREEK
BURLINGTON, NC 27215
PH: (336) 225-9917
FAX: (336) 225-9917
C/O 1970

AN NCDOT DRIVEWAY PERMIT IS REQUIRED

THIS SITE DEVELOPMENT REQUIRES PERMITS
!!READ THE PLAN READ THE PERMIT!!

CALL BEFORE YOU DIG! ITS THE LAW
ULOCO North Carolina One Call Center
1-800-632-4949



Graphic Scale
Scale: 1" = 30'

LAND DISTURBANCE AS-BUILT:
The limits of disturbance for this project (silt fence) shall be staked in the field, silt fence installed and an as-built survey provided indicating the area of disturbance is less than one acre prior to obtaining building permits for this site.

THIS PROJECT PROPOSES TO DISTURB LESS THAN ONE ACRE

THE CONTRACTOR SHALL CALL FOR THE INSPECTION OF FORMWORK, STRING LINE, GRADE PINS, INLET TOPS AND GRATES, FORMS ETC. PRIOR TO THE PLACEMENT OF ANY CONCRETE, ASPHALT OR OTHER FINISHED SURFACE

Site Soils Classification:
Unclassified. Classification of near surface soils shall be made per Owner's geotechnical engineering recommendations based on the evaluation of exposed subgrade soils.

NOTES

- All construction methods and materials shall conform to the North Carolina Sediment Control Practice Standards and Specifications and City of Mebane Standard Specifications.
- All erosion control practices shall be placed in the best location based on field conditions.
- Existing Conditions are shown based on field surveys and best available record. Any discrepancies will be reported to the engineer immediately.

NARRATIVE

This project is located in Mebane, Alamance County, North Carolina. The subject property is currently vacant. The site is mostly wooded, with slopes from 0 to 20%. The site is being cleared and graded to provide for a gravel outdoor storage area as shown on the site plan. Drainage on the subject parcel ultimately flows towards the east, as shown by the existing topography. Adjacent property is owned by various individuals, shown as adjacent owners on the plan. Clearing and stripping operations beginning upon permitting. Near surface soils are composed of USGS type CL and ML. Anticipated rough grading completion date: Not Known. Management Practices to remain in place until all contributing denuded areas have been stabilized or practices can be replaced with permanent structures.

MAINTENANCE PLAN

- All erosion control measures shall be inspected once every 7 calendar days or after a rainfall event having precipitation greater than 1/2 inch in any 24 hour period. The inspection shall be documented in writing, and damaged or ineffective measures be repaired or replaced as needed.
- A self-inspection must be made of the project after each phase and documented in writing. This self-inspection will be performed in addition to the NPDES self monitoring report required by the General Permit as described above.
- All erosion and sediment control devices shall be properly maintained during all phases of construction until the completion of all construction activities and / or contributing areas have been stabilized. Existing measures may require adjustment or modification and additional control measures may be required in order to control erosion and/or off-site sedimentation if determined necessary by on site inspection.
- Sediment shall be removed from traps when storage capacity has been reduced to approximately 50% design capacity.
- All seeded areas shall be fertilized, reseeded and mulched according to specifications in the vegetative plan to maintain a vigorous, dense vegetative cover.

RESPONSIBILITY

- All installation & maintenance of erosion and sediment control practices is the responsibility of the owner.
- Contractor grading site shall be responsible for maintenance of erosion control measures unless arranged otherwise by the owner.
- Vegetative stabilization on all exposed areas during construction shall be implemented in accordance with the NEW STABILIZATION TIMEFRAMES as shown in the table below.
- Permanent vegetative cover shall be installed within (14) working days or (90) calendar days (whichever is shorter) following completion of construction or development.

NEW STABILIZATION TIMEFRAMES		
SITE AREA DESCRIPTION	STABILIZATION	TIMEFRAME EXCEPTIONS
PERIMETER DIKES, SWALES, DITCHES SLOPES	7 DAYS	NONE
HIGH QUALITY WATER (HOW) ZONES	7 DAYS	NONE
SLOPES STEEPER THAN 3:1	7 DAYS	IF SLOPES ARE 10' OR LESS IN LENGTH AND ARE NOT STEEPER THAN 2:1, 14 DAYS ARE ALLOWED
SLOPES 3:1 OR FLATTER	14 DAYS	7 DAYS FOR SLOPE GREATER THAN 3:1 IN LENGTH
ALL OTHER AREAS WITH SLOPES FLATTER THAN 4:1	14 DAYS	NONE, EXCEPT FOR PERIMETERS AND HOW ZONES

Inspection of Erosion Control Measures Notes:
Perimeter measures (silt fence with outlets, construction entrance) to be installed and seeded prior to any remaining grading operation. Completed perimeter measures must be observed by erosion control representative prior to additional grading operations.

SEEDING SCHEDULE (SEASONAL)

AREA	DESCRIPTION	SEASON	SEEDING MIXTURE	SEEDBED PREP.	SEEDING METHOD	MULCH	MAINTENANCE	NOTES
1.	Steep Slope Area	Fall (8-20 to 10-25)	Tall fescue 100lb/ac Kobe lespedeza 10lb/ac Bahagrass 25lb/ac Rye gran 40lb/ac	SP-1	SM-1	MU-1	MA-1	
2.	Low Mt. Area	Fall (8-20 to 10-25)	Tall fescue 100lb/ac Kobe lespedeza 10lb/ac Bahagrass 25lb/ac Rye gran 40lb/ac	SP-4	SM-2	MU-2	MA-1	
1.	Steep Slope Area	Winter (10-25 to 1-31)	Rye gran 120lb/ac	SP-4	SM-2	MU-1	MA-1	
2.	Low Mt. Area	Winter (10-25 to 1-31)	Rye gran 120lb/ac	SP-4	SM-2	MU-2	MA-1	
1.	Steep Slope Area	Spring (02-01 to 04-15)	Tall fescue 100lb/ac Kobe lespedeza 10lb/ac Bahagrass 25lb/ac Rye gran 40lb/ac	SP-1	SM-1	MU-1	MA-1	
2.	Low Mt. Area	Spring (02-01 to 04-15)	Tall fescue 100lb/ac Kobe lespedeza 10lb/ac Bahagrass 25lb/ac Rye gran 40lb/ac	SP-4	SM-2	MU-2	MA-1	
1.	Steep Slope Area	Summer (04-15 to 08-20)	German millet 40lb/ac	SP-2	SM-2	MU-1	MA-5	
2.	Low Mt. Area	Summer (04-15 to 08-20)	Tall fescue 100lb/ac Kobe lespedeza 10lb/ac Bahagrass 25lb/ac German Millet 10lb/ac	SP-4	SM-2	MU-2	MA-1	

CONSTRUCTION SCHEDULE

- Obtain plan approval and other applicable permits.
- Flag cleaning limits, limits of disturbance, and designate tree save areas (if any) as needed.
- Hold pre-construction meeting one week prior to initiation of any work.
- Install construction entrance as shown.
- Clear only the areas needed to install silt fencing as shown prior to the initiation of cleaning, grubbing, and grading activities. Install silt fence and silt fence outlets as shown on the approved erosion control plan.
- Contact the Erosion Control Inspector for perimeter measures inspection before continuing with remainder of site cleaning and grading.
- Install remaining temporary diversions, swales, and temporary sediment storage measures (if applicable) as shown on the approved erosion control plans and vegetate the erosion control structures.
- Contact the Erosion Control Inspector following sediment basin installation (if applicable).
- Construction and operation of temporary sediment control measures shall be maintained throughout all phases of construction.
- Complete remainder of site cleaning and grubbing activities, and strip topsoil only in current phase or as directed by engineer.
- Rough grade, construct drives and building pad, and manure all slopes.
- Leave surface slightly roughened and vegetate and mulch immediately, or stabilize with erosion control materials per slope protection schedule.
- Complete fine grading and construct parking lot per minimum pavement sections as specified by project's geotechnical engineer.
- Upon completion of subgrade preparation, stabilization, and stone placement, call project engineer for inspection.
- Install landscaping, etc., permanently vegetate, mulch and landscape all disturbed areas. Call for inspection as needed to complete each phase or section.
- Upon approval from the erosion control inspector, remove all remaining temporary sediment control measures, repair disturbed areas, and permanently vegetate, or rip rap, and place permanent structures.
- Call project engineer for inspection.

VEGETATIVE PLAN

Seedbed Preparation (SP):

SP-1 Fill slopes 3:1 or steeper to be seeded with a hydraulic seeder (permanent seedings)

- Leave last 4-6 inches of fill loose and uncompacted, allowing rocks, roots, large clods and other debris to remain on the slope.
- Roughen slope faces by making grooves of 2 to 3 inches deep, perpendicular to the slope.
- Spread lime evenly over slopes at rates recommended by soil tests.

SP-4 Gentle or flat slopes where topsoil is not used.

- Remove rocks and debris.
- Apply lime and fertilizer at rates recommended by soil test; spread evenly and incorporate into the top 6" with a disk, chisel plow, or rotary tiler.
- Break up large clods and rake into a loose, uniform seedbed.
- Rake to loosen surface just prior to applying seed.

Seeding Methods (SM):

SM-1 Fill slopes 3:1 or steeper (permanent seedings)

Use hydraulic seeding equipment to apply seed and fertilizer, a wood fiber mulch at 45lb/1,000 sf., and mulch tackifier.

SM-2 Gentle or flat slopes or temporary seedings.

- Broadcast seed at the recommended rate with cyclone seeder, drop spreader, or cultipacker seeder.
- Rake seed into the soil and lightly pack to establish good contact.

Mulch (MU):

MU-1 Slopes 3:1 or steeper
In mid-summer, late fall or winter, apply 100lb/1,000 sf. grain straw, cover with woodchips and staple to the slope. In spring or early fall use 45lb/1,000 sf. wood fiber in a hydroseeder slurry.

MU-2 Temporary Seedings

Apply 90lb/1,000sf. grain straw and tack with 1 1/2 gal/1,000sf. asphalt.

Maintenance (MA):

MA-1 Refertilize in late winter or early spring and mow as desired.

MA-5 Topdress with 50lb/acre nitrogen in March. If cover is needed through the following summer, overseed with 50lb/acre Kobe lespedeza.

Yearly Temporary Seeding Schedule

Winter and Early Spring (December 1 to February 28):

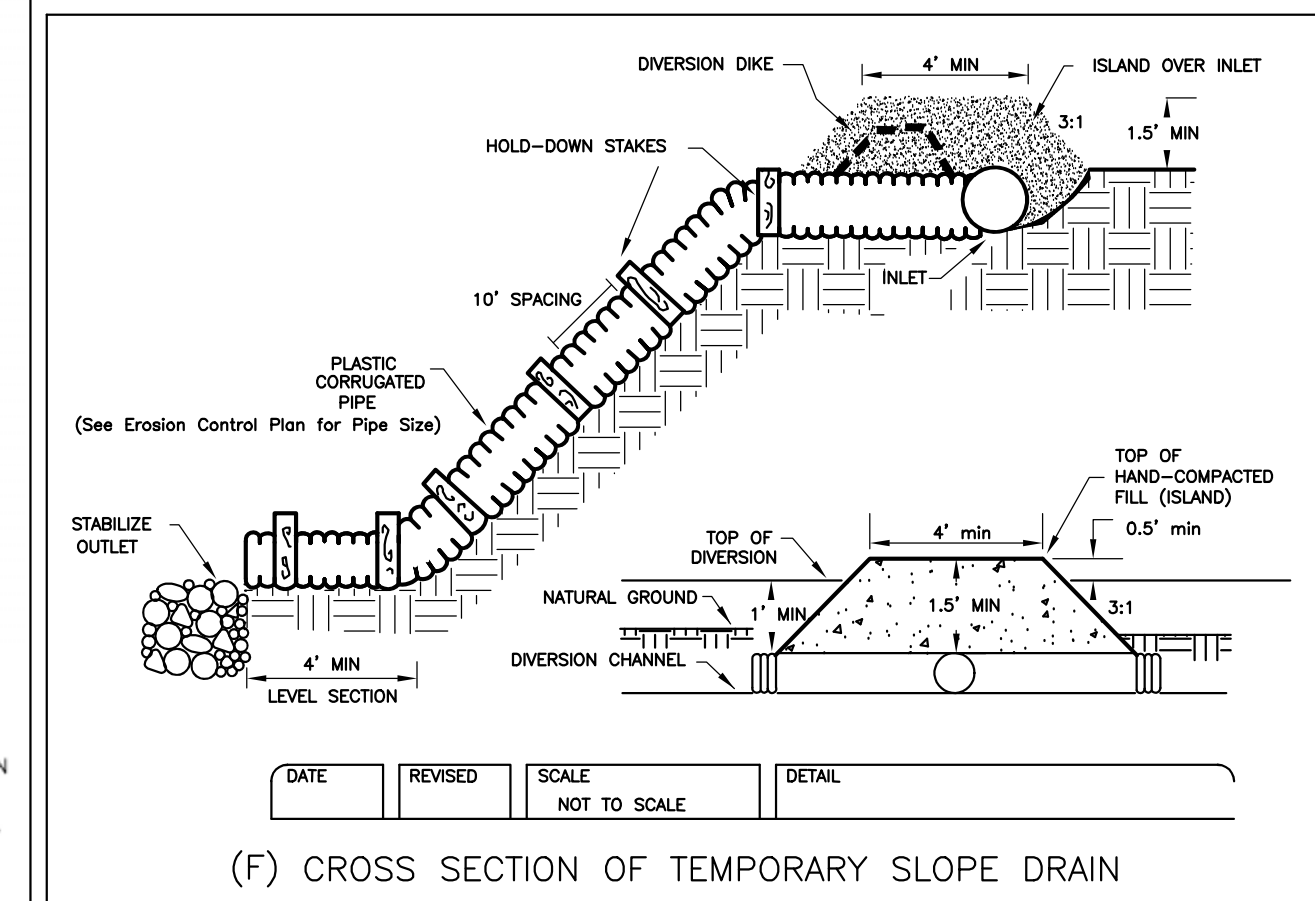
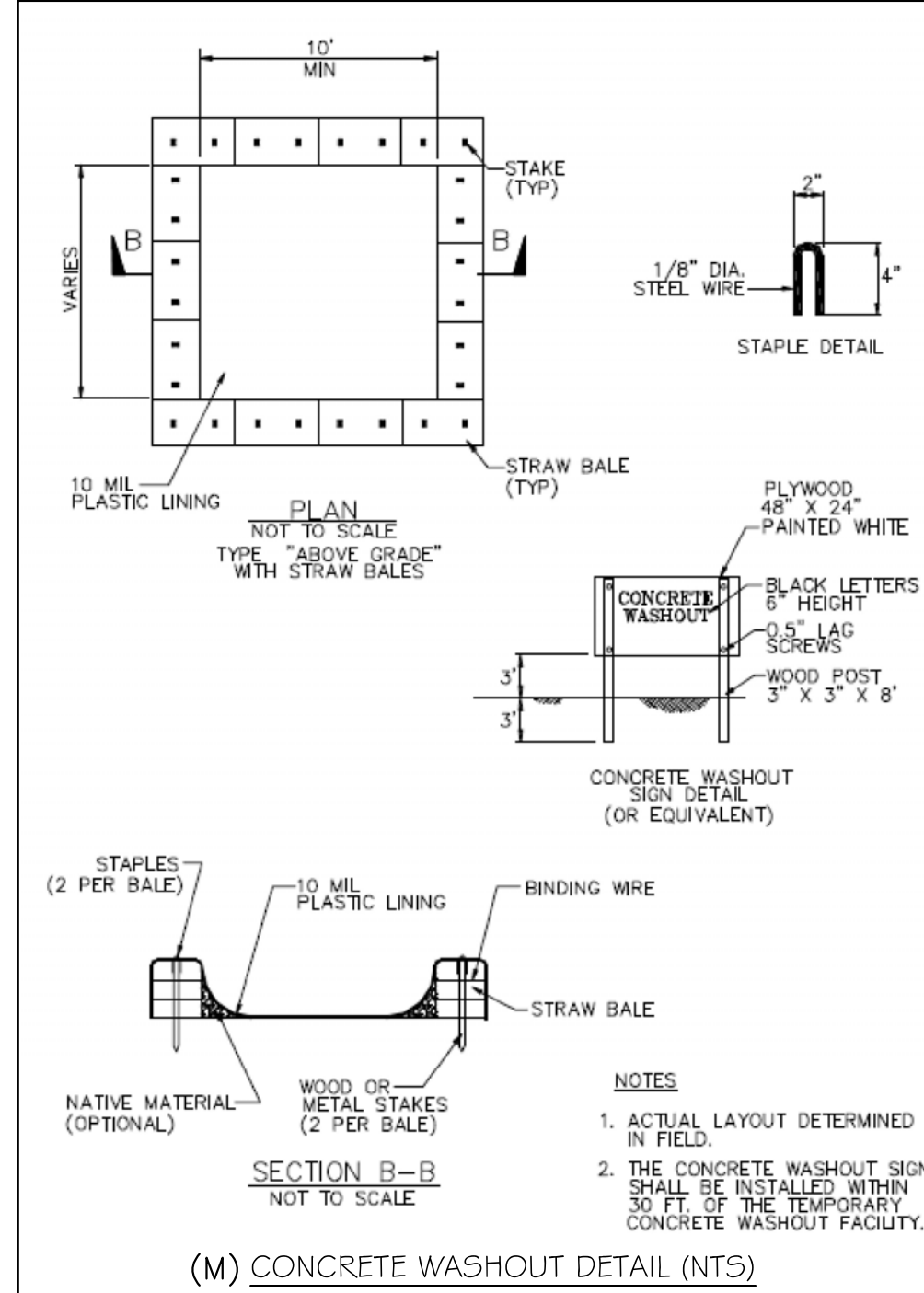
Fertilizer: 10-10-10 at 700-1,000 lb/acre
Seed: Rye (gran) 120 lb/acre and Annual lespedeza 50 lb/acre
Mulch: 4,000 lb/acre straw

Summer (March 1 to September 5):

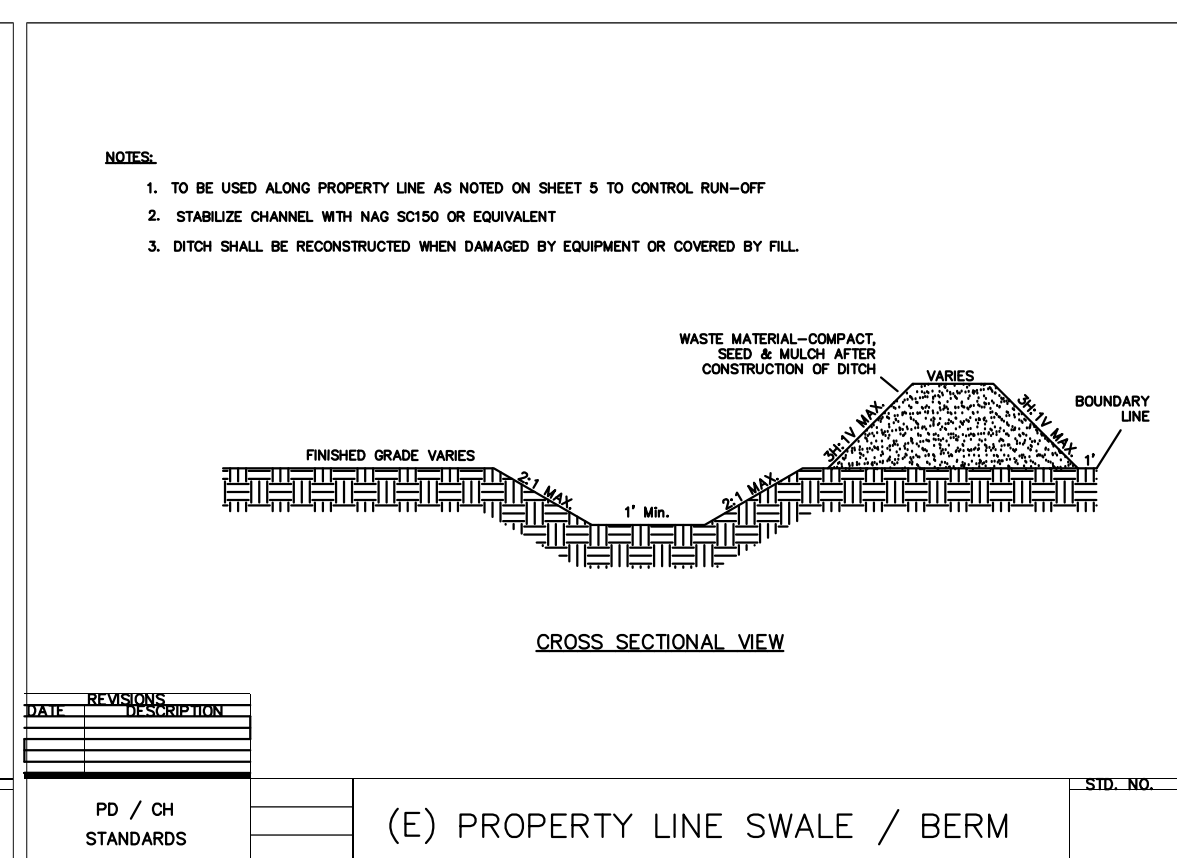
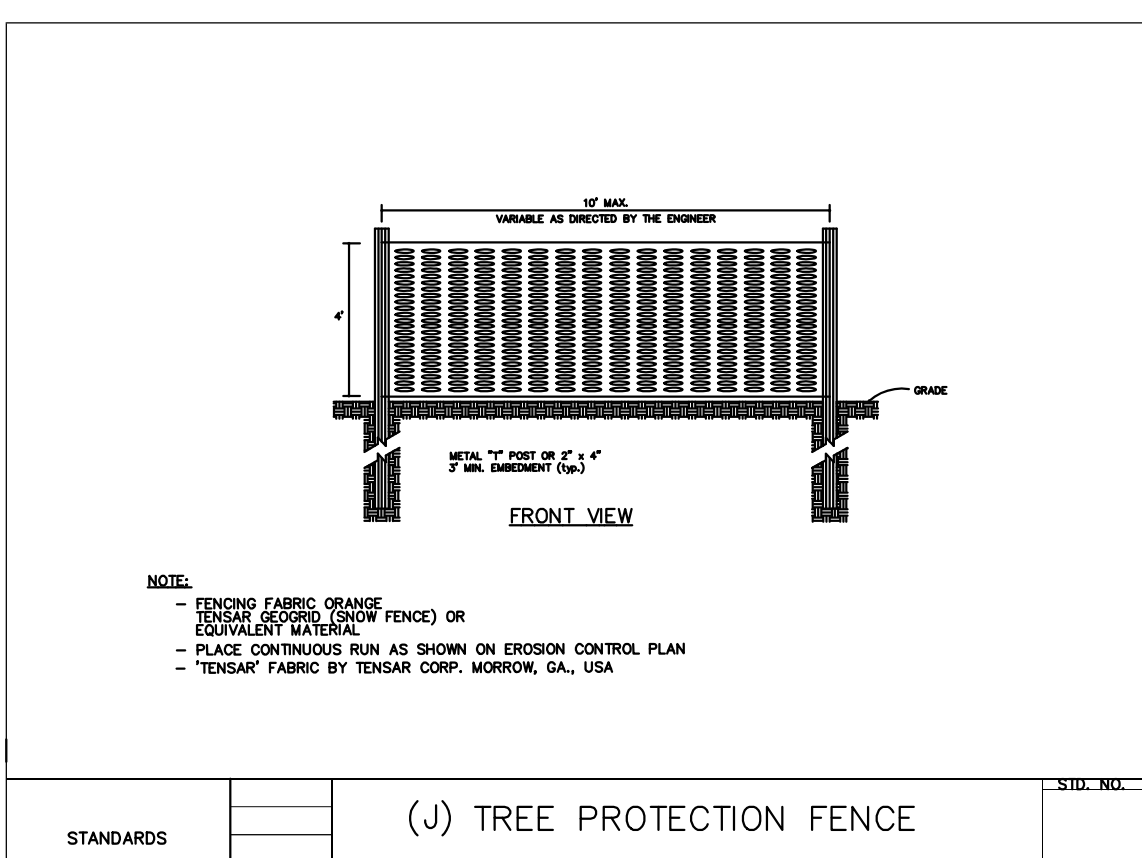
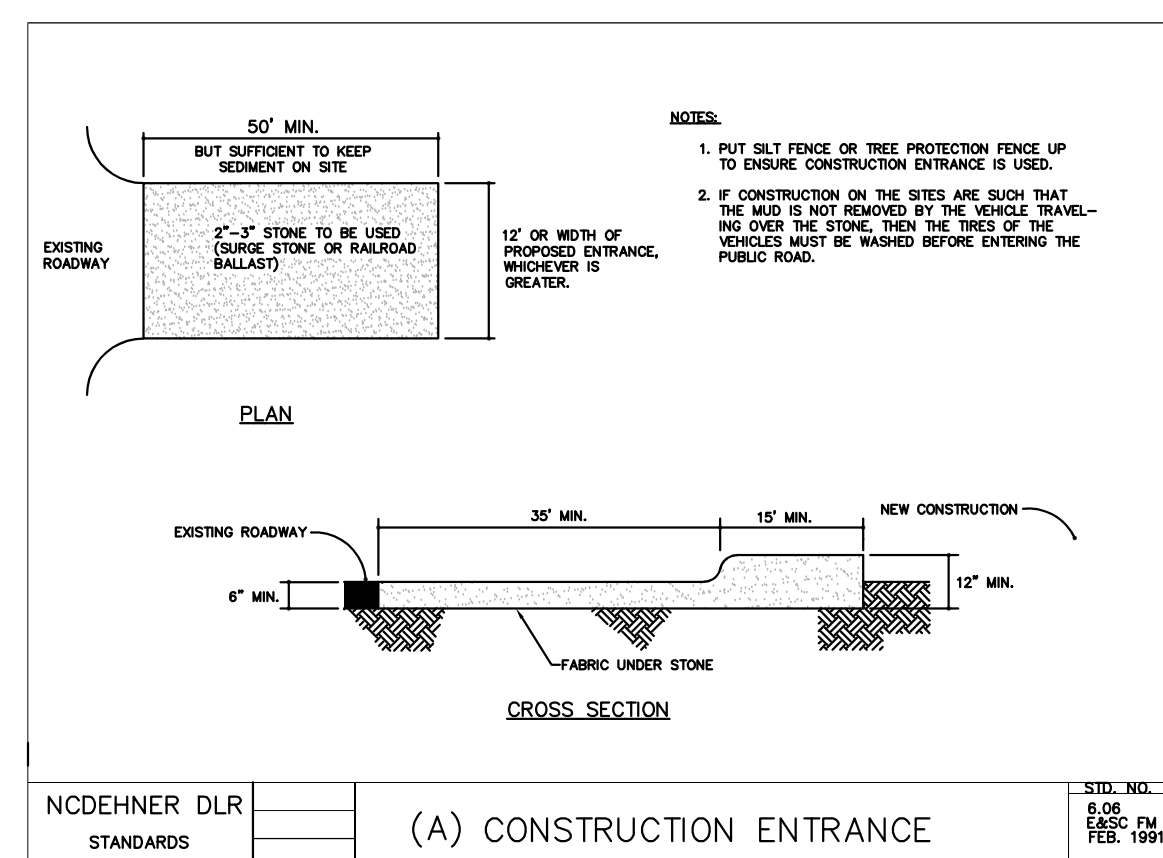
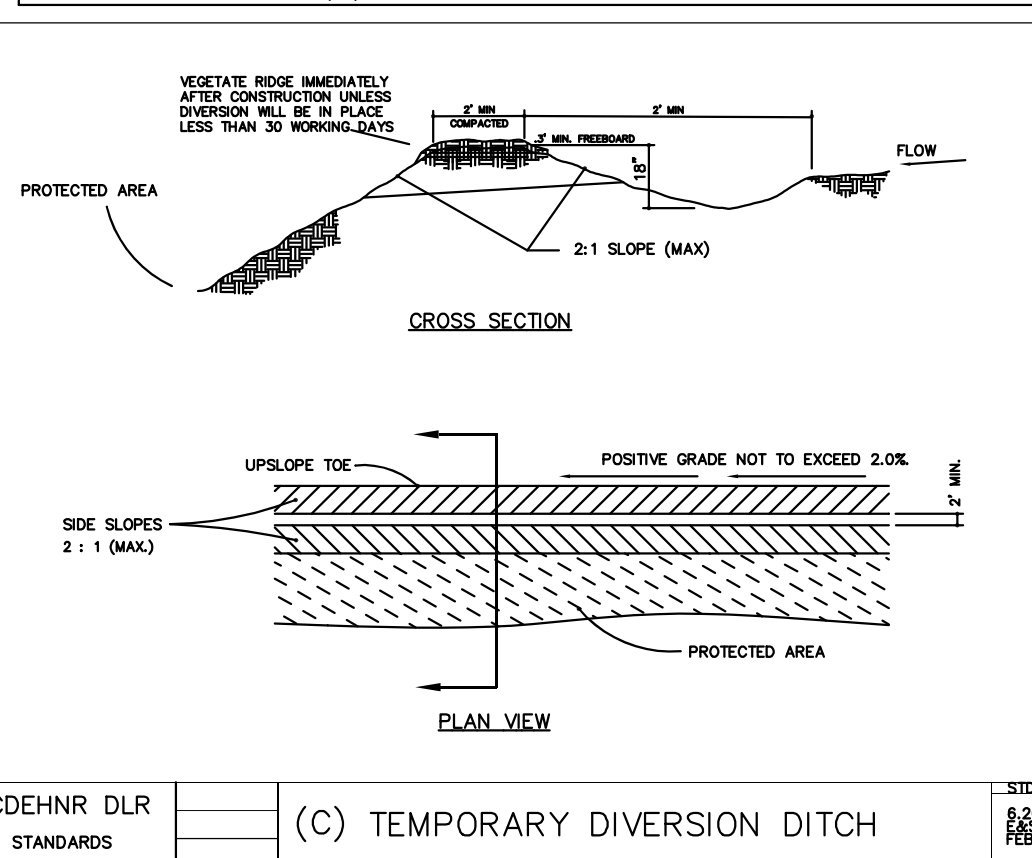
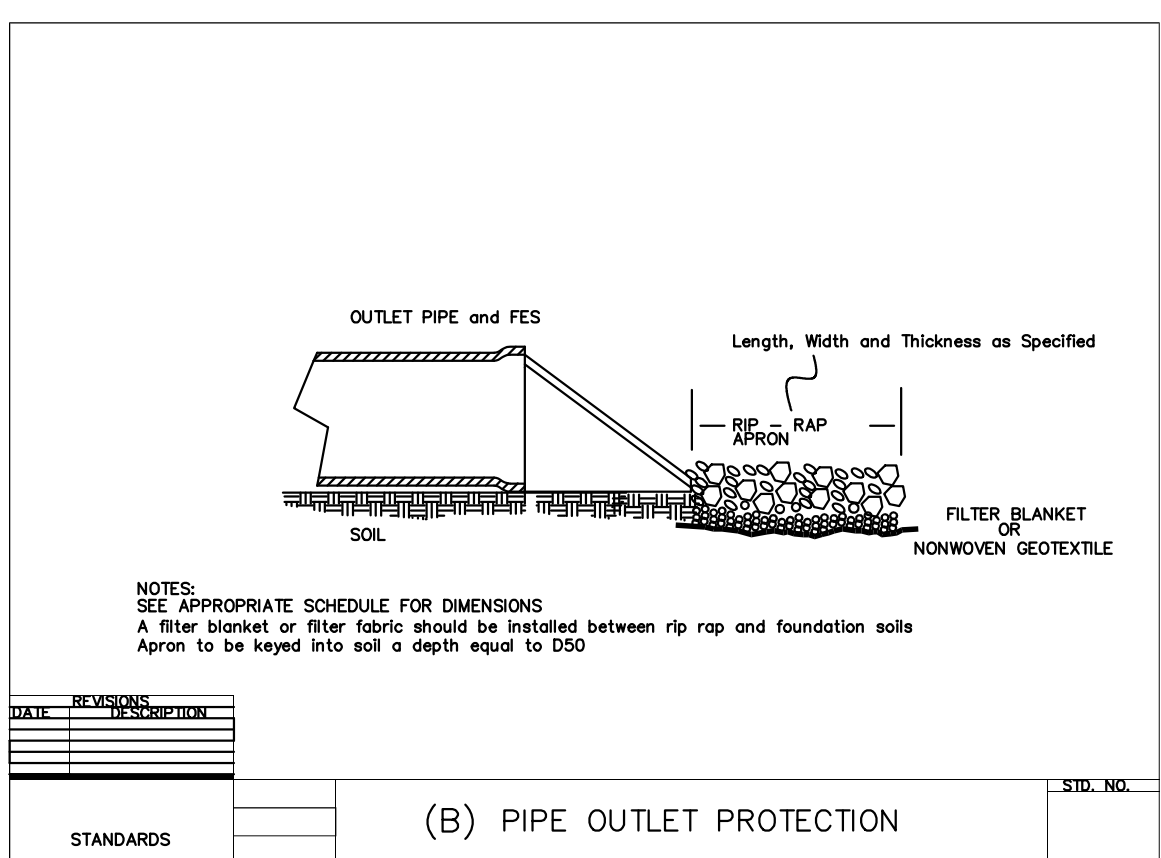
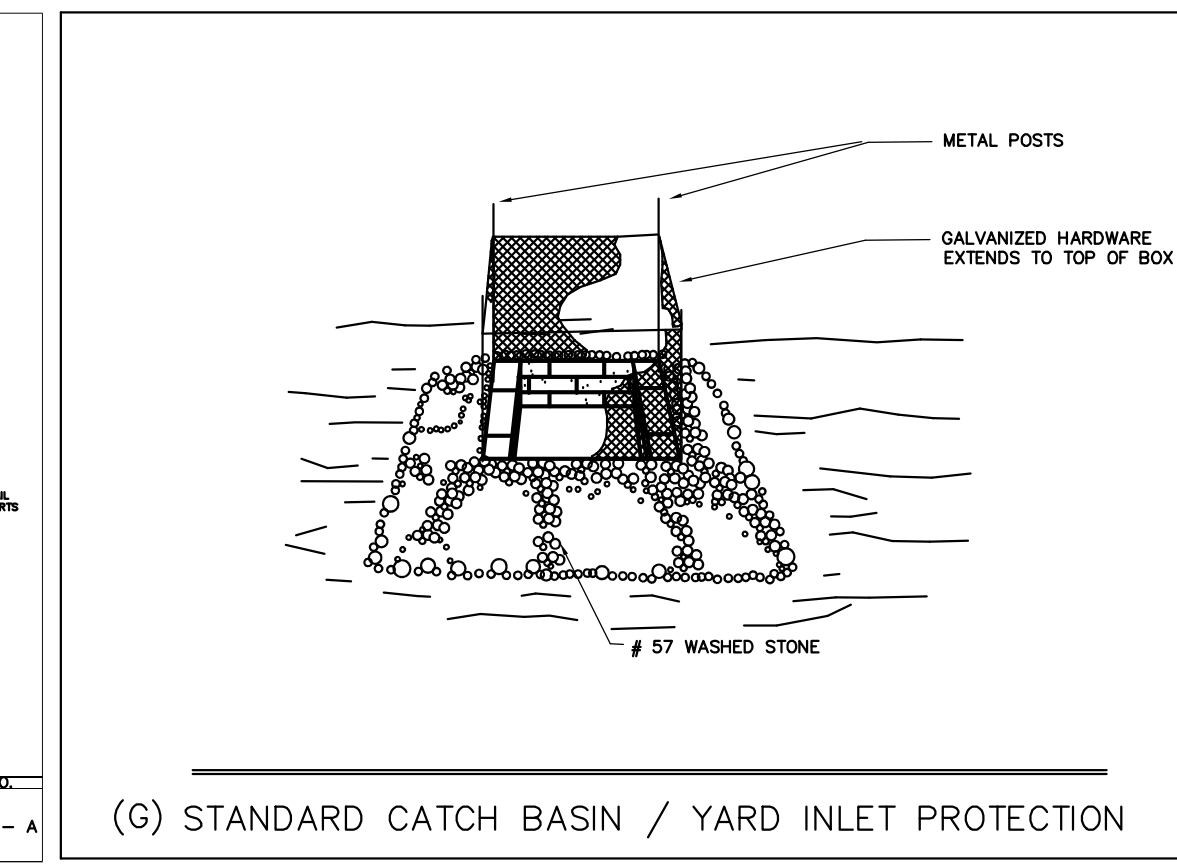
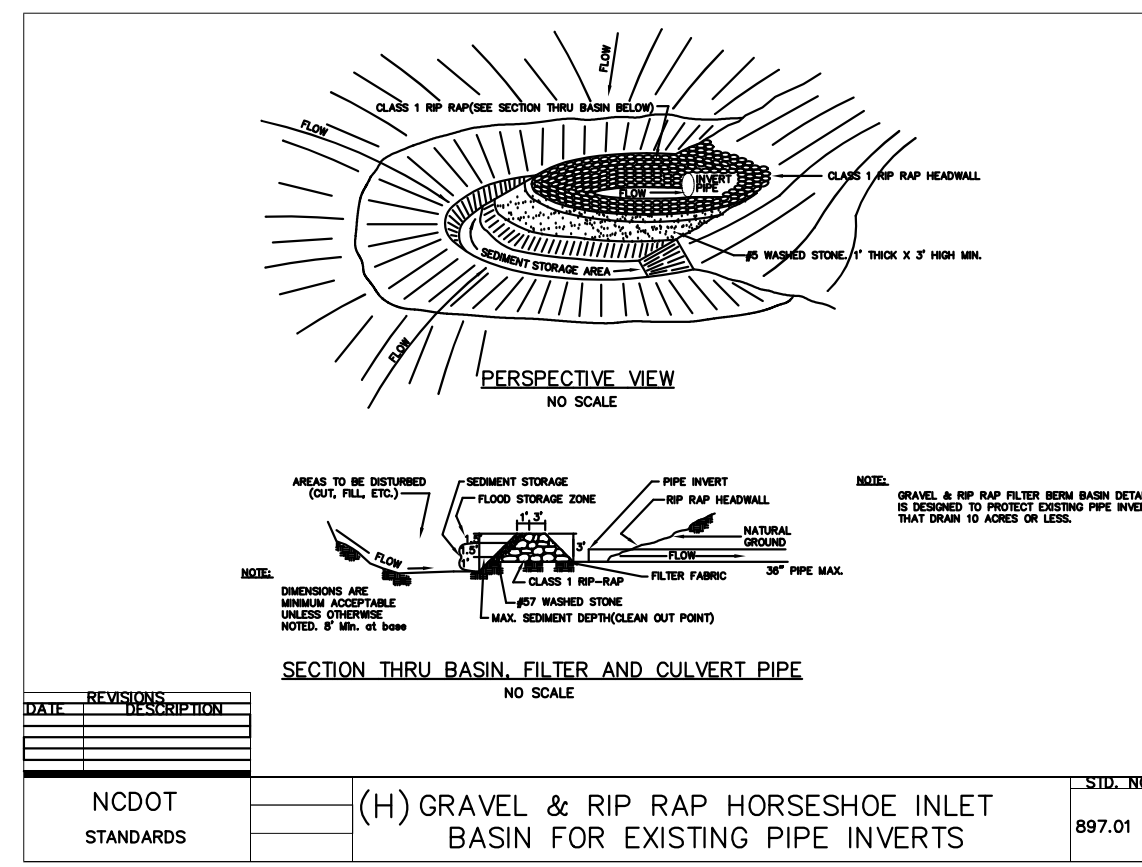
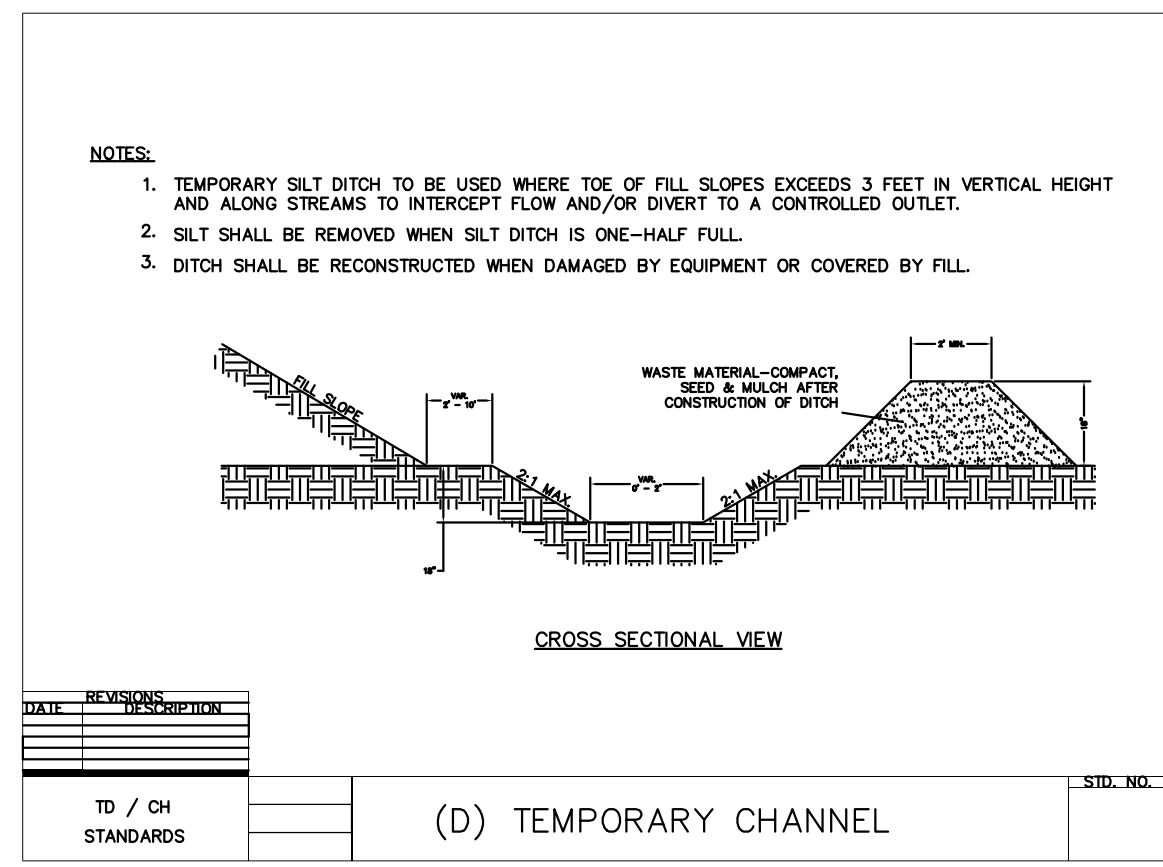
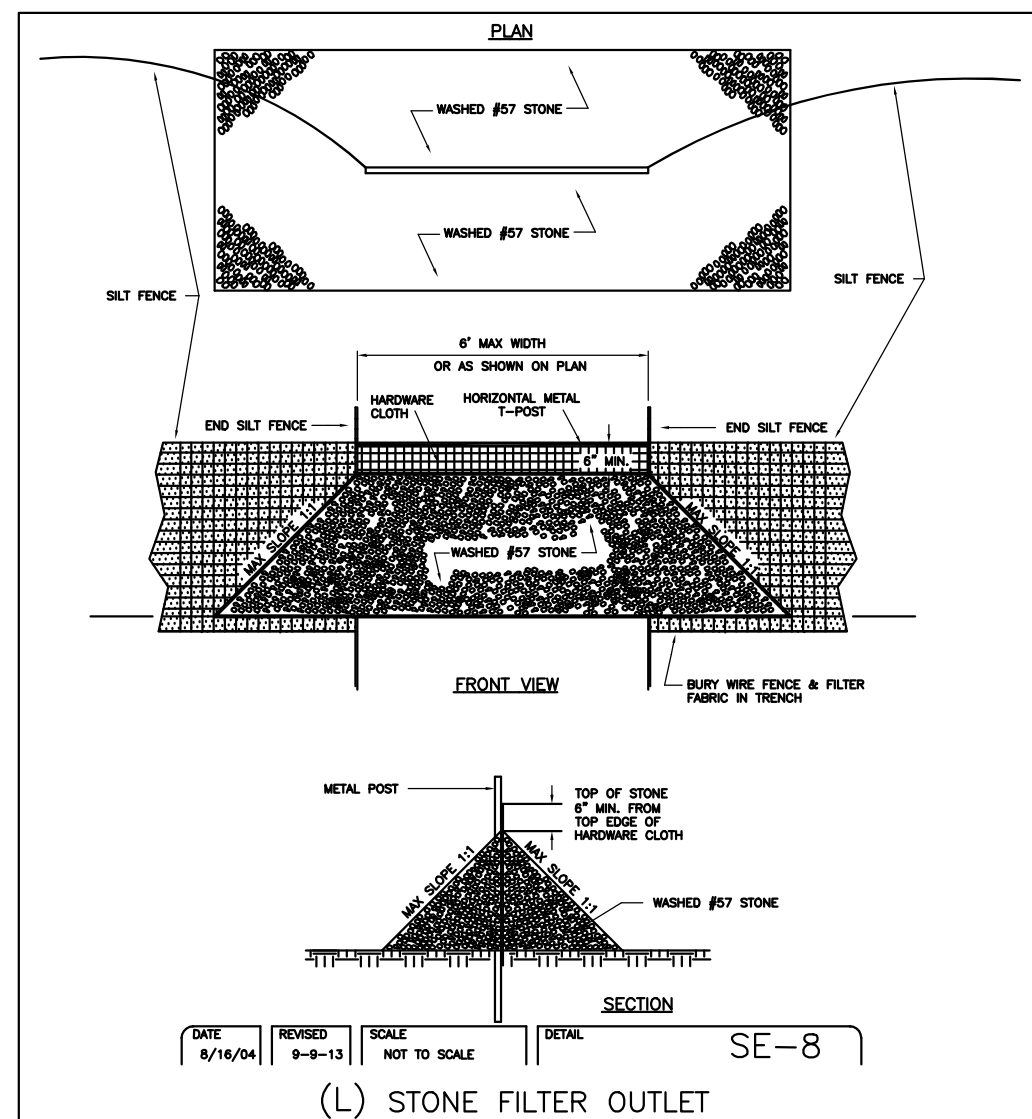
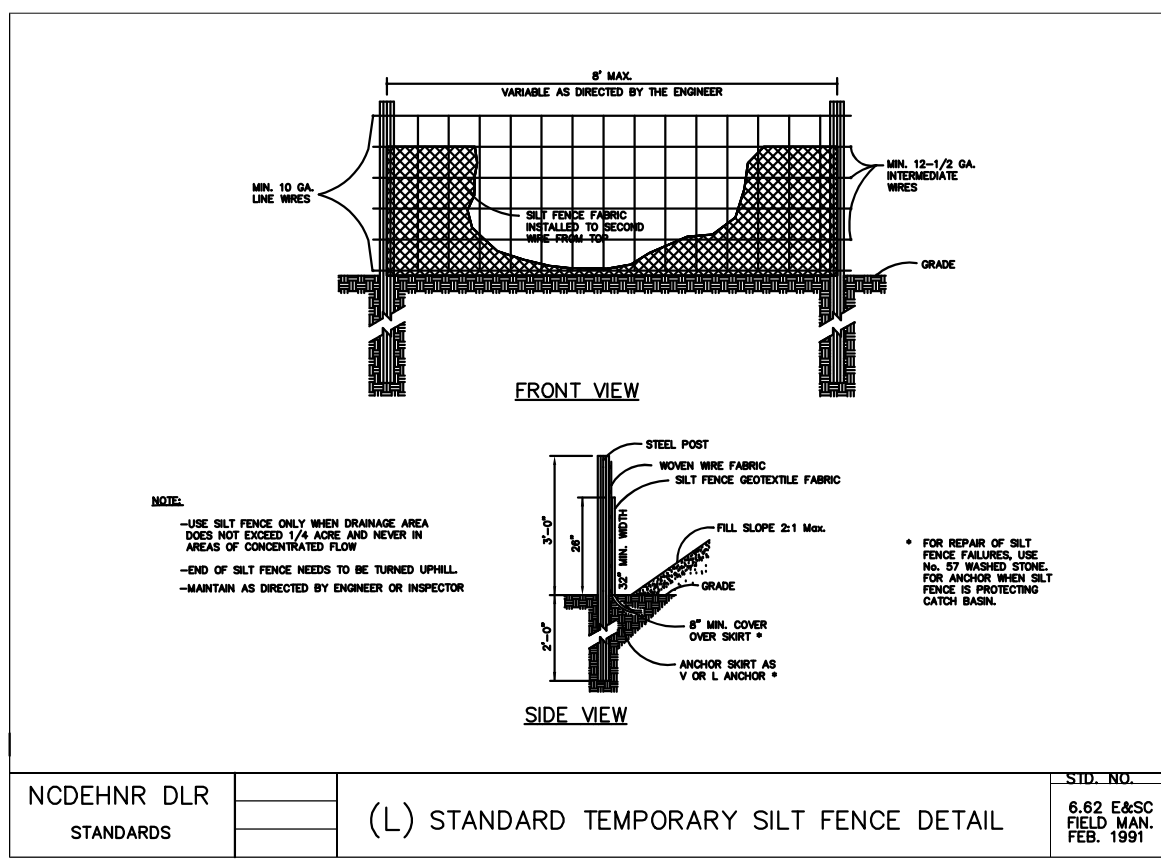
Fertilizer: same and add 2,000 lb/acre agricultural limestone
Seed: German Millet 40 lb/acre
Mulch: same

Fall (September 6 to November 30):

Seed: Rye (gran) 120 lb/acre
Fertilizer: same
Mulch: same



EROSION CONTROL MEASURES DETAILS (NTS.)



6/7

1-30-2023

NTS

BSB/CDH

1-23-1001

Erosion Control Details

4-13-2023

Professional Engineer

Charles D. Huffine

3S INVESTMENTS, LLC

THE L.E.A.D.S. GROUP, P.A.

Land Engineering, And Development Services

REVISIONS

1-23-1001
PROJECT NUMBER

Construction
Details

4-13-2023



Charles D. Huffine

3S INVESTMENTS, LLC
PROUDLY
City of Raleigh
Alamance County, North Carolina

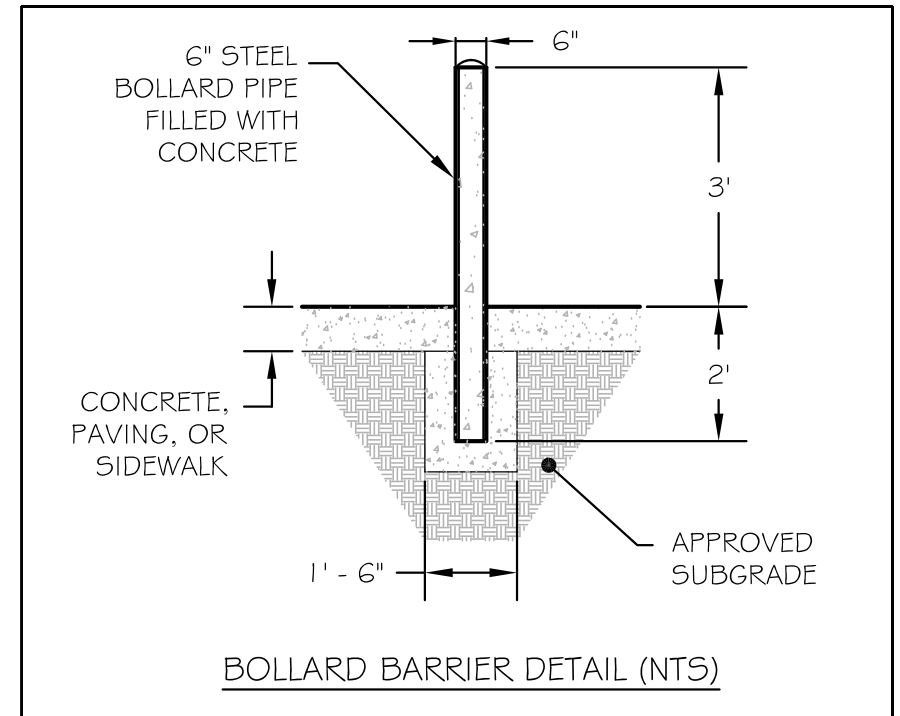
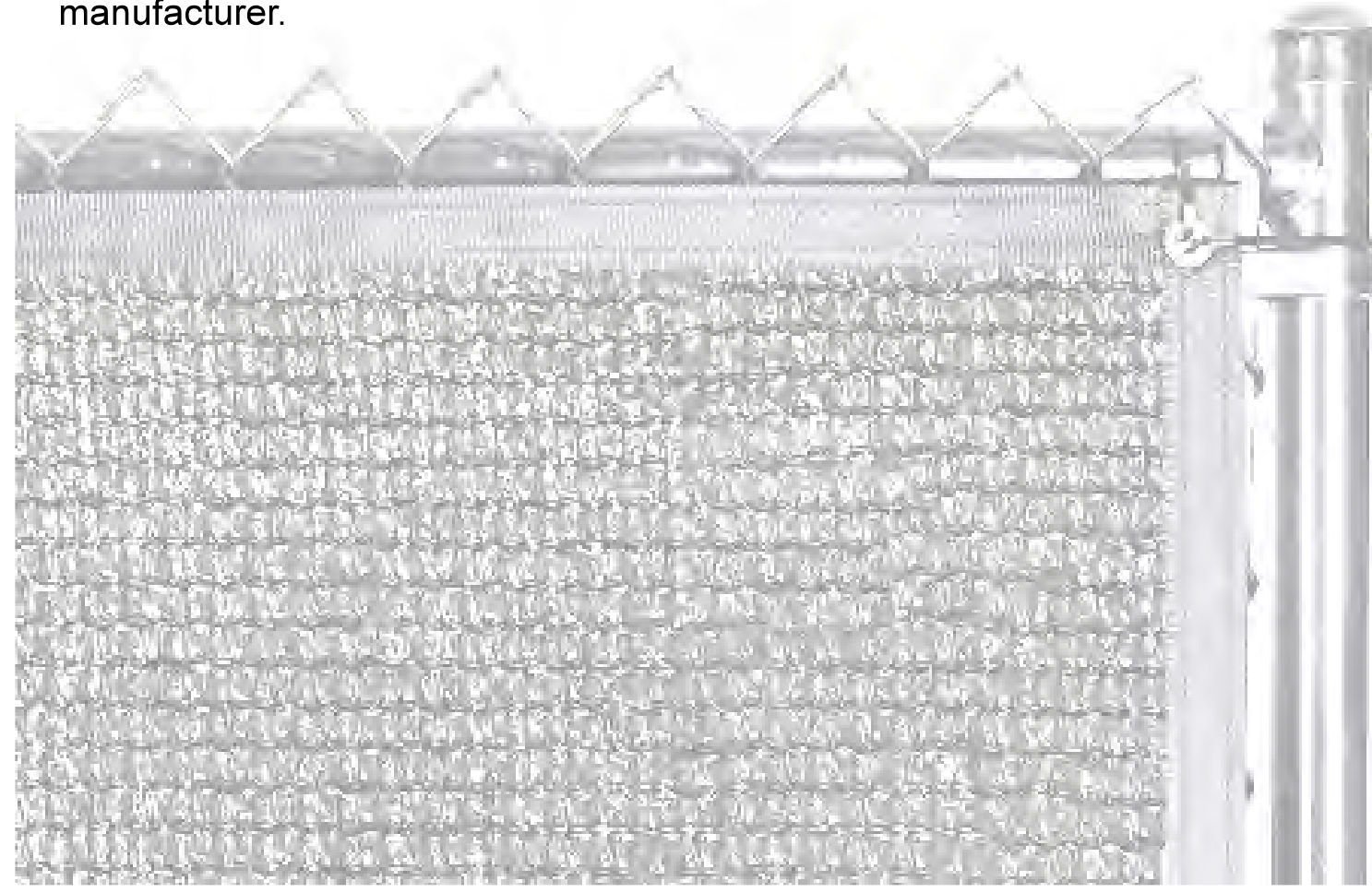
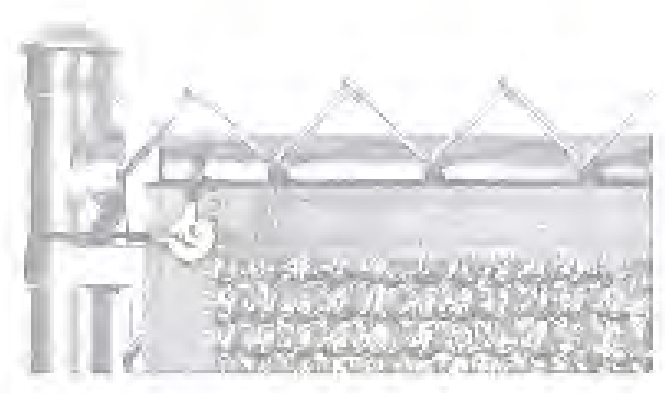
THE L.E.A.D.S. GROUP, P.A.
508 EAST DAVENPORT STREET
BURLINGTON, NC 27215
Phone: (336) 225-9947
Fax: (336) 225-9947
Land Engineering, And Development Services
C/O 1109

MESH SCREEN FENCING DETAIL

Mesh Screen for visual and wind obstruction. Must be non-flammable material.

Install per manufacturer's recommendations or with hog ring or similar fastening rings and ties at every post location.

Space 24" in opposing fence links or at all grommets as provided by the manufacturer.



BOLLARD BARRIER DETAIL (NTS)

PLANNING PROJECT REPORT

DATE	04/27/2023
PROJECT NUMBER	SUP 23-01
PROJECT NAME	First Source Equipment Rental
APPLICANT	3S Investments, LLC PO Box 423 Mebane, NC 27302

CONTENTS

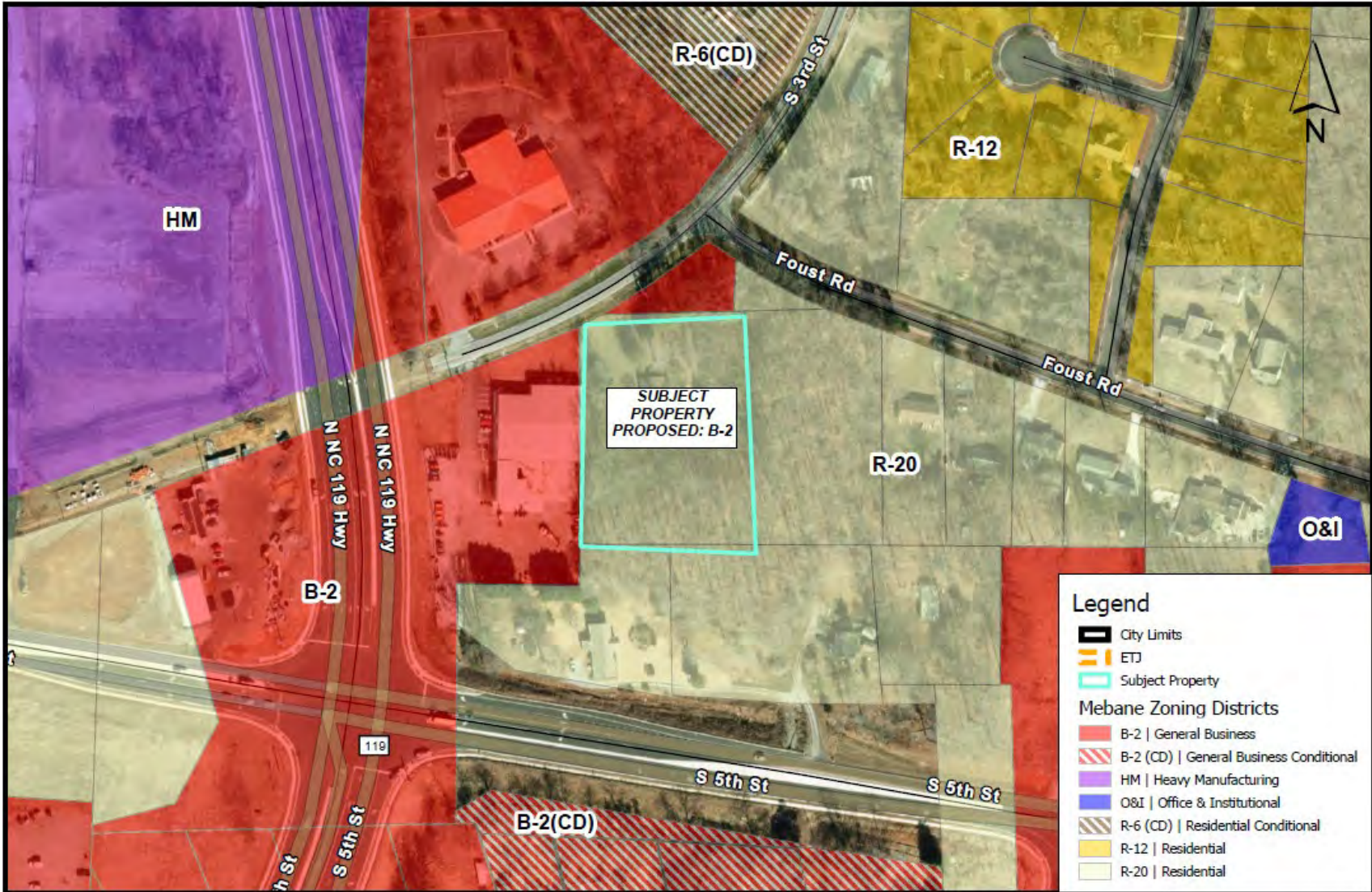
PROJECT NAME & APPLICANT	PAGE 1
ZONING REPORT	PAGE 2
LAND USE REPORT	PAGE 4
UTILITIES REPORT	PAGE 6
STAFF ZONING REQUEST RECOMMENDATION	PAGE 7

ZONING REPORT

EXISTING ZONE	R-20, Residential
REQUESTED ACTION	B-2 (General Business District)
CONDITIONAL ZONE?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
CURRENT LAND USE	Vacant, Forested
PARCEL SIZE	+/- 1.99 acres
PROPERTY OWNERS	3S Investments, LLC PO Box 423 Mebane, NC 27302 GPIN: 9814368450
LEGAL DESCRIPTION	Request to rezone the +/- 1.99-acre parcel located on S. Third St. (GPIN 9814368450), from R-20 to B-2 by 3S Investments, LLC. Request for a Special Use Permit to allow Equipment Rental & Leasing (with Outside Storage) on the +/- 1.99-acre parcel located on S. Third St. (GPIN 9814368450) by 3S Investments, LLC.
AREA ZONING & DISTRICTS	The properties to the west and north are zoned B-2, General Business District. The properties to the south and east are zoned R-20, Residential Zone District.
SITE HISTORY	The property was previously improved with a single-family residence that was constructed in 1960. The residence was demolished sometime between 2022-2023.

STAFF ANALYSIS

CITY LIMITS?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
PROPOSED USE BY-RIGHT?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
SPECIAL USE?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
EXISTING UTILITIES?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
POTENTIAL IMPACT OF PROPOSED ZONE	The proposed rezoning is consistent with the B-2 zoning of the properties to the north and west of the subject property. The proposed special use permit will allow the existing commercial business on the adjacent parcel to expand closer to the residential properties to the south and east. However, the proposed use of Equipment Rental & Leasing (with Outside Storage) is anticipated to be a low traffic generator and would likely have a relatively low impact on surrounding properties. The Mebane UDO specifies development standards for this use, which require proper screening and buffering of the outside storage from neighboring properties.



**CITY OF MEBANE
ZONING MAP**

**GENERAL REZONING
FIRST SOURCE**

1 inch = 200 feet

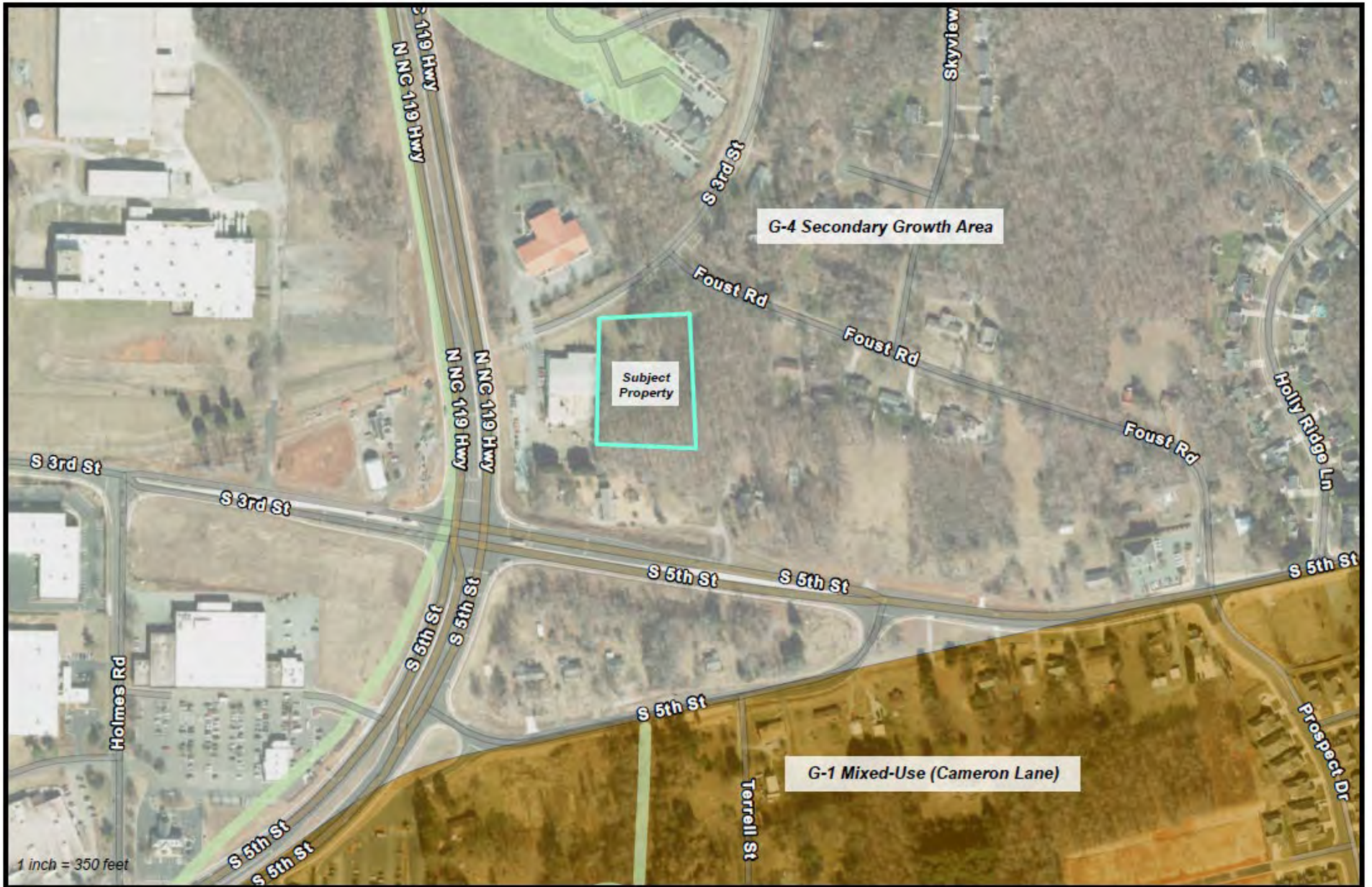
DATE: 04/28/23

DRAWN BY: RG

LAND USE REPORT

EXISTING LAND USE	Vacant, Forested
PROPOSED LAND USE & REQUESTED ACTION	The applicant is requesting to rezone the +/- 1.99-acre parcel located on S. Third St. (GPIN 9814368450), from R-20 to B-2 and is requesting approval of a special use permit to allow for Equipment Rental & Leasing (with Outside Storage).
PROPOSED ZONING	B-2 General Business District
PARCEL SIZE	+/- 1.99 acres
AREA LAND USE	The subject property is located just east of the intersection of NC 119 and S. Third Street. The properties to the west include the existing First Source Equipment Rental and vacant lots on the west side of NC 119. The properties to the north include a vacant lot and a funeral home across S. Third Street. The properties to the east and south are developed residential properties.
ONSITE AMENITIES & DEDICATIONS	None
CONDITIONAL ZONE?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
DESCRIPTION OF PROPOSED CONDITIONS	No proposed conditions beyond those improvements shown on the site-specific plan.

CONSISTENCY WITH <i>MEBANE BY DESIGN</i> STRATEGY	
LAND USE GROWTH STRATEGY DESIGNATION(S)	G-4 Secondary
OTHER LAND USE CONSIDERATIONS	
<i>MEBANE BY DESIGN</i> GOALS & OBJECTIVES SUPPORTED	
<i>MEBANE BY DESIGN</i> GOALS & OBJECTIVES <u>NOT</u> SUPPORTED	



UTILITIES REPORT

AVAILABLE UTILITIES	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
PROPOSED UTILITY NEEDS	The applicant has proposed to utilize the subject property solely for outside storage at this time. This use does not require any utilities. If a structure is proposed to be constructed on the subject property in the future, as shown on the site plan, then the proposed utility requirements will be reviewed through the building permit process.
UTILITIES PROVIDED BY APPLICANT	No utilities are required on the subject property at this time. Any utility connections that are required in the future will be the financial responsibility of the property owner.
MUNICIPAL CAPACITY TO ABSORB PROJECT	The City has adequate water & sewer supply to meet the domestic and fire flow demands of the project.
CONSISTENCY WITH MEBANE LONG RANGE UTILITY PLAN?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
ADEQUATE STORMWATER CONTROL?	<input type="checkbox"/> YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> N/A
INNOVATIVE STORMWATER MANAGEMENT?	<input type="checkbox"/> YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> N/A
TRANSPORTATION NETWORK STATUS	
CURRENT CONDITIONS	<p>The subject property is situated east of the intersection of S. Third Street and NC 119 and south of the intersection of S. Third Street and Foust Road. The site plan features one proposed driveway onto S. Third Street. NC 119 and S. Third Street are NCDOT maintained roads and Foust Road is City-maintained.</p> <p>S. Third Street had an average daily traffic volume of 8,200 trips in 2021. The section of S. Third Street adjacent to the subject property has a safety score of 33 with 5 crashes reported from 2018 to 2022.</p>
TRAFFIC IMPACT ANALYSIS REQUIRED?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
DESCRIPTION OF RECOMMENDED IMPROVEMENTS	None
CONSISTENCY WITH THE MEBANE BICYCLE AND PEDESTRIAN TRANSPORTATION PLAN?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
MULTIMODAL IMPROVEMENTS PROVIDED BY APPLICANT?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
DESCRIPTION OF MULTIMODAL IMPROVEMENTS	A paved shoulder and sidewalk are recommended for this section of S. Third Street by the Bicycle and Pedestrian Transportation Plan and the Comprehensive Transportation Plan. However, as

the subject property has little frontage on S. Third Street and as no road improvements are required for this development, it was determined that no multimodal improvements were required by the applicant.

STAFF RECOMMENDATION

STAFF RECOMMENDATION	<input checked="" type="checkbox"/> APPROVE <input type="checkbox"/> DISAPPROVE
STAFF SPECIAL USE FINDING	<input checked="" type="checkbox"/> CONSISTENT <input type="checkbox"/> NOT CONSISTENT.....WITH <i>MEBANE BY DESIGN</i>
RATIONALE	The proposed development “First Source Equipment Rental” is in harmony with the surrounding area and consistent with the guidance provided within <i>Mebane By Design</i> , the City’s Comprehensive Land Development Plan.
PUBLIC INTEREST CONFORMANCE?	
ENDANGER PUBLIC HEALTH OR SAFETY?	<input type="checkbox"/> YES <input type="checkbox"/> NO
SUBSTANTIALLY INJURE THE VALUE OF ADJOINING OR ABUTTING PROPERTY?	<input type="checkbox"/> YES <input type="checkbox"/> NO
HARMONIOUS WITH THE AREA IN WHICH IT IS LOCATED?	<input type="checkbox"/> YES <input type="checkbox"/> NO
CONSISTENT WITH <i>MEBANE BY DESIGN</i> , THE MUNICIPAL COMPREHENSIVE LAND DEVELOPMENT PLAN?	<ul style="list-style-type: none"> <input type="checkbox"/> The application is consistent with the objectives and policies for growth and development contained in the City of Mebane Comprehensive Land Development Plan, <i>Mebane By Design</i>, and, as such, has been recommended for approval. <input type="checkbox"/> The application is not fully consistent with the objectives and policies for growth and development of the City of Mebane Comprehensive Land Development Plan, <i>Mebane By Design</i>, but is otherwise in the public interest and has been recommended for approval. The Comprehensive Land Development Plan must be amended to reflect this approval and ensure consistency for the City of Mebane’s long-range planning objectives and policies. <input type="checkbox"/> The application is not consistent with the objectives and policies for growth and development of the City of Mebane Comprehensive Land Development Plan, <i>Mebane By Design</i>, and, as such, has been recommended for denial.

AGENDA ITEM #6C

Ordinance to Extend the Corporate Limits-
Voluntary Contiguous Annexation-
Hendon Tiller Mebane 3.0, LLC

Meeting Date

June 5, 2023

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 of +/- 6.19 acres located in Alamance County on the corner of Wilson Road and Forest Oaks Lane. A Tractor Supply store is planned for this property.

Background

At the May 1, 2023, 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 June 5, 2023, 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 the adoption of an Ordinance to Extend the Corporate Limits of the City of Mebane, North Carolina.

Suggested Motion

I make a motion to adopt an Ordinance to Extend the Corporate Limits of the City of Mebane, North Carolina to include the +/- 6.19 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. 161

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 June 5, 2023, after due notice by the Mebane Enterprise on May 24, 2023; 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 June 5, 2023:

BEGINNING AT A 5/8" REBAR IN THE SOUTHEAST INTERSECTION OF THE R/W OF FOREST OAKS LANE (S.R.2210) AND WILSON ROAD; THENCE WITH THE EASTERN R/W OF WILSON ROAD S21°37'12"W A DISTANCE OF 44.99' TO A 5/8" REBAR; THENCE A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 105.66', WITH A RADIUS OF 661.50', WITH A CHORD BEARING OF S 10°04'48" E, WITH A CHORD LENGTH OF 105.55', TO A 5/8" REBAR; THENCE WITH A COMPOUND CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 44.74', WITH A RADIUS OF 170.00', WITH A CHORD BEARING OF S 22°56'01" E, WITH A CHORD LENGTH OF 44.61', TO A 5/8" REBAR; THENCE WITH A REVERSE CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 24.89', WITH A RADIUS OF 230.00', WITH A CHORD BEARING OF S 27°22'21" E, WITH A CHORD LENGTH OF 24.88', TO A 5/8" REBAR; THENCE S 24°16'19" E A DISTANCE OF 166.62' TO A 5/8" REBAR; THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 5.60', WITH A RADIUS OF 170.00', WITH A CHORD BEARING OF S 25°12'56" E, WITH A CHORD LENGTH OF 5.60', TO A POINT; THENCE S 26°09'33" E A DISTANCE OF 146.64' TO A 5/8" REBAR; THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 73.08', WITH A RADIUS OF 270.00', WITH A CHORD BEARING OF S 33°54'46" E, WITH A CHORD LENGTH OF 72.85', TO A 5/8" REBAR IN THE NORTH PROPERTY OF ROGER SHIELDS; THENCE LEAVING SAID R/W OF WILSON ROAD WITH SAID ROGER SHIELDS N 70°32'22" E A DISTANCE OF 389.46' TO A 1/2" EIP IN THE WESTERN LINE OF CHARLES AND HILDA AVERITT; THENCE WITH SAID AVERITT, CHRISTINE S. SHROPSHIRE TRUST, AND JARED ROSS SCHUMANN N 04°00'21" W A DISTANCE OF 496.97' TO A 1/2" EIP IN THE SOUTHERN R/W OF SAID S.R.2210; THENCE WITH SAID S.R.2210 S 82°51'43" W A DISTANCE OF 543.60' TO A 5/8" REBAR; WHICH IS THE POINT OF BEGINNING, HAVING AN

AREA OF 6.19 ACRES (0.010 SQ. MILES) AND BEING ALL OF LOTS 4-6 OF MAJOR SUBDIVISION FOR HENDON TILLER MEBANE 3.0, LLC ALSO BEING TOTAL ANNEXATION AREA AS SHOWN ON PLAT OF SURVEY ENTITLED "FINAL PLAT: CITY OF MEBANE CORPORATE LIMITS EXTENSION CONTIGUOUS VOLUNTARY ANNEXATION" PREPARED BY R.S. JONES & ASSOCIATES, INC. DATED MARCH 27, 2023.

Section 2. Upon and after June 5, 2023 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 5st day of June, 2023.

City of Mebane

Ed Hooks, Mayor

ATTEST:

Stephanie W. Shaw, City Clerk

Approved as to form:

Lawson Brown, City Attorney

SURVEYOR'S CERTIFICATE
 I, ROBERT S. JONES, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK _____ PAGE _____); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN BOOK _____ PAGE _____ THAT THE RATIO OF PRECISION AS CALCULATED IS 1:10000+; AND THAT THIS MAP MEETS THE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA (21 NCAC 56.1800). THIS MAP WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED.

AND THAT:
 PER NC CS 47-30 (1)(11)(c) 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.

WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS _____ DAY OF _____, 2023.

PROFESSIONAL LAND SURVEYOR
 L-3939
 REGISTRATION NUMBER

PRELIMINARY PLAT
 NOT FOR RECORDATION, CONVEYANCE, OR SALES.

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 STAFF _____ DATE _____

LEGAL DESCRIPTION:

BEGINNING AT A 5/8" REBAR IN THE SOUTHEAST INTERSECTION OF THE R/W OF FOREST OAKS LANE (S.R.2210) AND WILSON ROAD; THENCE WITH THE EASTERN R/W OF WILSON ROAD S21°37'12"W A DISTANCE OF 44.99' TO A 5/8" REBAR; THENCE A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 105.66', WITH A RADIUS OF 661.50', WITH A CHORD BEARING OF S 10°04'48" E, WITH A CHORD LENGTH OF 105.55', TO A 5/8" REBAR; THENCE WITH A COMPOUND CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 44.74', WITH A RADIUS OF 170.00', WITH A CHORD BEARING OF S 22°56'01" E, WITH A CHORD LENGTH OF 44.61', TO A 5/8" REBAR; THENCE WITH A REVERSE CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 24.89', WITH A RADIUS OF 230.00', WITH A CHORD BEARING OF S 27°22'21" E, WITH A CHORD LENGTH OF 24.88', TO A 5/8" REBAR; THENCE S 24°16'19" E A DISTANCE OF 166.62' TO A 5/8" REBAR; THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 5.60', WITH A RADIUS OF 170.00', WITH A CHORD BEARING OF S 25°12'56" E, WITH A CHORD LENGTH OF 5.60', TO A POINT; THENCE S 26°09'33" E A DISTANCE OF 146.64' TO A 5/8" REBAR; THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 73.08', WITH A RADIUS OF 270.00', WITH A CHORD BEARING OF S 33°54'46" E, WITH A CHORD LENGTH OF 72.85', TO A 5/8" REBAR IN THE NORTH PROPERTY OF ROGER SHIELDS; THENCE LEAVING SAID R/W OF WILSON ROAD WITH SAID ROGER SHIELDS N 70°32'22" E A DISTANCE OF 389.46' TO A 1/2" EIP IN THE WESTERN LINE OF CHARLES AND HILDA AVERITT; THENCE WITH SAID AVERITT, CHRISTINE S. SHROPSHIRE TRUST, AND JARED ROSS SCHUMANN N 04°00'21" W A DISTANCE OF 496.97' TO A 1/2" EIP IN THE SOUTHERN R/W OF SAID S.R.2210; THENCE WITH SAID S.R.2210 S 82°51'43" W A DISTANCE OF 543.60' TO A 5/8" REBAR; WHICH IS THE POINT OF BEGINNING, HAVING AN AREA OF 6.19 ACRES (0.010 SQ. MILES) AND BEING ALL OF LOTS 4-6 OF MAJOR SUBDIVISION FOR HENDON TILLER MEBANE 3.0, LLC ALSO BEING TOTAL ANNEXATION AREA AS SHOWN ON PLAT OF SURVEY ENTITLED "FINAL PLAT: CITY OF MEBANE CORPORATE LIMITS EXTENSION CONTIGUOUS VOLUNTARY ANNEXATION" PREPARED BY R.S. JONES & ASSOCIATES, INC. DATED MARCH 27, 2023

- NOTES:
- 1.) ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES UNLESS OTHERWISE NOTED.
 - 2.) NO NCS MONUMENTS FOUND WITHIN 2000' OF THIS PROPERTY
 - 3.) NOTHING OBSERVED IN THE COURSE OF THIS SURVEY DEPICTING CEMETERIES, WETLANDS, HAZARDOUS MATERIALS SITES, UNDERGROUND UTILITIES, OR ANY OTHER FEATURES ABOVE OR BELOW GROUND OTHER THAN THOSE SHOWN.
 - 4.) ALL AREAS BY COORDINATE COMPUTATION.
 - 5.) NEW IRON RODS SET AT ALL CORNERS UNLESS OTHERWISE NOTED.

LEGEND

- These standard symbols will be found in the drawing.
- UTILITY POLE.....
 - EXISTING IRON ROD.....
 - PK NAIL.....
 - EXISTING IRON PIPE.....
 - 5/8" REBAR SET.....
 - STONE FOUND.....
 - CONCRETE MONUMENT.....
 - COMPUTED POINT.....
 - OVERHEAD ELECTRIC.....
 - RIGHT OF WAY.....

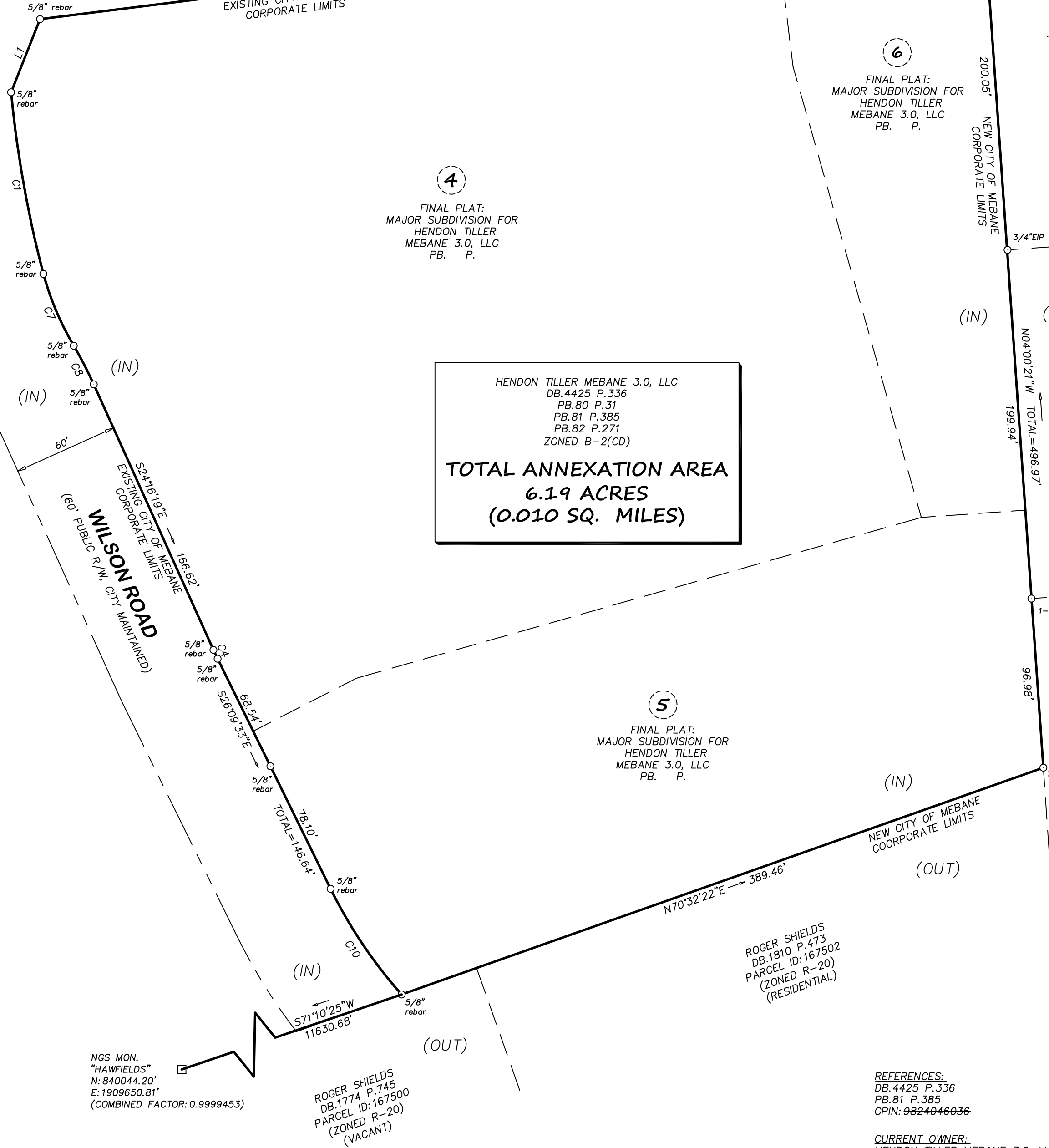
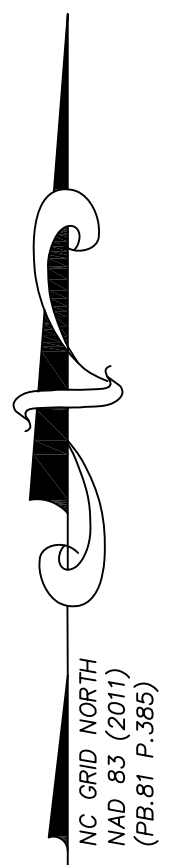
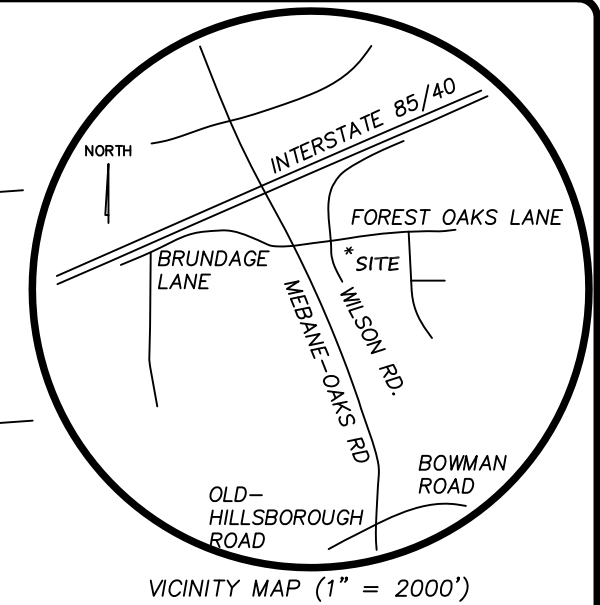


LINE TABLE

LINE	BEARING	DISTANCE
L1	S21°37'12"W	44.99'

CURVE TABLE

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	105.66'	661.50'	9°09'07"	S10°04'48"E	105.55'
C4	5.60'	170.00'	1°31'14"	S25°12'56"E	5.60'
C7	44.74'	170.00'	15°04'43"	S22°56'01"E	44.61'
C8	24.89'	230.00'	6°12'03"	S27°22'21"E	24.88'
C10	73.08'	270.00'	15°30'26"	S33°54'46"E	72.85'



FINAL PLAT:
CITY OF MEBANE CORPORATE LIMITS EXTENSION
 CONTIGUOUS VOLUNTARY ANNEXATION
 SCALE: 1" = 50'
 MELVILLE TOWNSHIP-ALAMANCE COUNTY, NC
 DATE: MARCH 27, 2023

R.S. JONES & ASSOCIATES, INC.
 LAND SURVEYORS
 LICENSE NO.: C-2565
 P.O. BOX 1700
 204 NORTH FIFTH ST., SUITE I, MEBANE, N.C. 27302
 PH.: (919)563-3623

REFERENCES:
 DB.4425 P.336
 PB.81 P.385
 GPIN: 9824046036
 CURRENT OWNER:
 HENDON TILLER MEBANE 3.0, LLC
 3445 PEACHTREE ROAD, SUITE 465
 ATLANTA, GA 30326



AGENDA ITEM #6D

Street Closing Order- Douglas Street

Meeting Date

June 5, 2023

Presenter

Lawson Brown, City Attorney

Public Hearing

Yes No

Summary

At the May 1, 2023 meeting, Council set a date of public hearing for consideration of closing Douglas Street.

Background

The two (2) applicants, Three S Investments, LLC and Marie H. Ray Revocable Trust, are the only two (2) contiguous property owners on Douglas Street, which is a previously platted but unopened street, shown on a plat recorded in Plat Book 5, Page 31 of the Alamance County Registry, shown as twenty-five feet (25') in width. The Public Hearing Notice/Resolution of Intent was properly advertised at the property and in the Mebane Enterprise.

Financial Impact

N/A

Recommendation

Staff recommends the adoption of the Order closing the Douglas Street as requested.

Suggested Motion

I move to adopt the Street Closing Order, closing Douglas Street.

Attachments

1. Street Closing Order
2. Survey of the R-O-W
3. Map

Prepared By: Charles Thomas Steele, Jr.
Pittman & Steele, PLLC
PO Box 2290
Burlington, North Carolina 27216-2290

NORTH CAROLINA
ALAMANCE COUNTY

**RESOLUTION AND ORDER PURSUANT TO N.C.G.S. §160A-299 TO PERMANENTLY CLOSE
DOUGLAS STREET**

WHEREAS, pursuant to N.C.G.S. §160A-299, the City Council of the City of Mebane, North Carolina held a public hearing on June 5, 2023 to consider closing Douglas Street; and

WHEREAS, after full consideration of these matters, the City Council of the City of Mebane, North Carolina does hereby deem it to be in the best interest of the City of Mebane to close Douglas Street;

NOW, THEREFORE, be it resolved by the City Council of the City of Mebane as follows:

Section 1. That the City Council, after full consideration of this matter at the public hearing held on June 5, 2023, and upon the terms and conditions hereinafter set forth, does hereby order the closing of that portion of Douglas Street which is more particularly described as follows:

That certain tract or parcel of land located in Melville Township, Alamance County, North Carolina, adjoining the eastern margin of the 25 foot public right of way of Terrell Street as per Plat Book 5, at Page 31 of the Alamance County Registry, Lots 66, 94, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124 and 125 of the Hawfield Subdivision, a plat of which is recorded in Plat Book 5, at Page 31 of the Alamance County Registry, and the western margin of the 25 foot public right of way of Ward Street, as per plat recorded in Plat Book 5, at page 31 of the Alamance County Registry, and being more particularly described as follows:

BEGINNING at a $\frac{3}{4}$ inch existing iron pipe located at the intersection of the eastern margin of the 25 foot public right of way of Terrell Street with the northern margin of the 25 foot public right of way of Douglas Street, at the southwesternmost corner of the aforesaid Lot 66; running thence from said point of beginning with the southern boundary line of the aforesaid Lot 66, North 78 degrees 01 minute 29 seconds East 525.54 feet to a $\frac{1}{2}$ inch bent existing iron pipe located at the southeasternmost corner of the aforesaid Lot 66 and the southwesternmost corner of the aforesaid Lot 94; running thence with the southern boundary line of the aforesaid Lot 94, North 77 degrees 52 minutes 39 seconds East 324.94 feet to a 1 $\frac{1}{2}$ inch existing iron pipe located at the intersection of the northern margin of the 25 foot right of way of Douglas Street with the western margin of the 25 foot public right of way of Ward Street and at the southeasternmost corner of the aforesaid Lot 94; running thence with the western margin of the 25 foot public right of way

of Ward Street, South 12 degrees 00 minutes 00 seconds East 25.92 feet to a calculated point located in the southern margin of the 25 foot public right of way of Douglas Street and in the northern boundary line of the aforesaid Lot 108; running thence with the northern boundary line of the aforesaid Lot 108, and continuing with the northern boundary lines of the aforesaid Lots 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124 & 125, South 78 degrees 01 minutes 10 seconds West 855.32 feet to a calculated point located in the northern boundary line of the aforesaid Lot 125 and in the eastern margin of the 25 foot public right of way of Terrell Street; running thence with the eastern margin of the 25 foot public right of way of Terrell Street, North 01 degrees 05 minutes 19 seconds West 25.63 feet to the point and place of BEGINNING, and containing 0.50 acres, more or less, and being the 25 foot public right of way of Douglas Street as shown on that certain plat of the Hawfield Subdivision, prepared by R. G. Trogdon, Engineer, dated April 1947, which plat is duly recorded in Plat Book 5, at Page 31 of the Alamance County Registry, and to which plat reference is hereby made for a more complete description.

The above description was taken from a plat of survey prepared by Boswell Surveyors, Inc., J. Eric Miles, Professional Land Surveyor, dated April 5, 2023, entitled "Survey of the Right of Way of Douglas Street for Street Closure," Job No. 23-109-200, which plat is duly recorded in Plat Book _____, at Page _____ of the Alamance County Registry.

Section 2.

The City Council of the City of Mebane adopted a resolution on the 1st day of May, 2023 thereby declaring its intent to permanently close Douglas Street as is more particularly described in Section 1 hereof,

Section 3. That notice of said public hearing was published on May 10,17,24 & 31, 2023.

Section 4. That a copy of this Resolution and Order shall be mailed to all owners of the property abutting said unnamed street as more particularly described above.

Section 5. That a notice of this closing was prominently displayed and posted in at least two places along Douglas Street.

Section 6. That the North Carolina Department of Transportation has not accepted any portion of Douglas Street for maintenance.

Section 7. That after full consideration of these matters at said public hearing, it appears to the satisfaction of the City Council of the City of Mebane that the closing of Douglas Street will be deprived of reasonable means of ingress and egress to his property.

Section 8. That this Resolution and Order closing Douglas Street shall be made effective as of the adoption of this Resolution and Order.

Section 9. That a copy of this Resolution and Order shall be filed in the office of the Register of Deeds for Alamance County, North Carolina.

Section 10. That this resolution shall take effect upon passage.

This the 5th day of June, 2023.

Ed Hooks, Mayor of
City of Mebane

ATTEST:

Stephanie W. Shaw,
Mebane City Clerk

(Corporate Seal)

NORTH CAROLINA
ALAMANCE COUNTY

This ____ day of June, 2023, personally appeared before me, _____, a Notary Public in and for the aforesaid County and State, STEPHANIE W. SHAW, who being by me duly sworn says that she knows the corporate seal of the City of Mebane, a municipal corporation in North Carolina, and is acquainted with ED HOOKS, who is Mayor of said corporation, and that she, the said STEPHANIE W. SHAW, is the Clerk of said municipal corporation, and saw the Mayor sign the foregoing instrument, and that she, the said STEPHANIE W. SHAW, Clerk as aforesaid, affixed said seal to said instrument, and that she, the said STEPHANIE W. SHAW, signed her name in attestation of the execution of said instrument in the presence of said Mayor of said municipal corporation.

WITNESS my hand and notarial seal this ____ day of June, 2023.

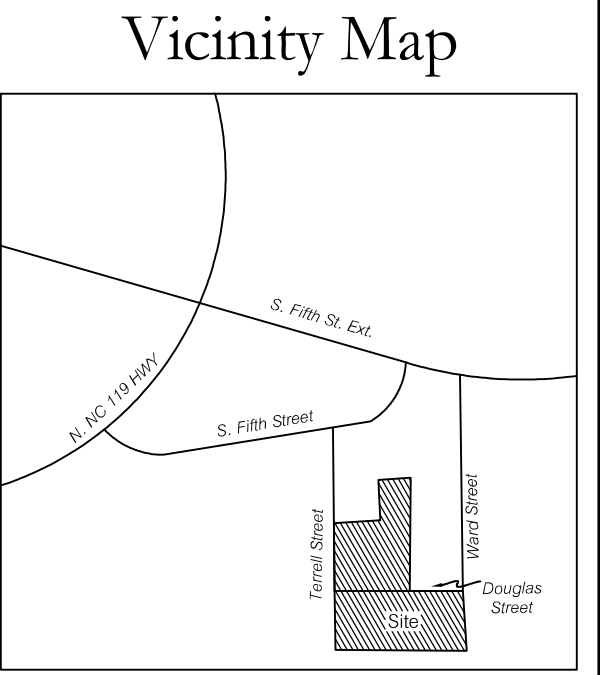
Notary Public

My Commission Expires: _____

Line Table		
Line	Bearing	Distance
L1	N 78°01'10" E	25.51'
L2	N 01°05'19" W	25.63'
L3	S 12°00'00" E	25.92'
L4	S 78°01'10" W	24.90'

LEGEND

- Existing Iron Pipe (EIP)
- New Iron Pipe (NIP)
- Property Line
- - - Adjoiner's Property Line
- - - Right of Way Line
- ⊕ Calculated Point (CP)
- ⊕ PK Nail (Found)
- ⊕ PK Nail (Set)
- ⊕ Wood Stake
- ⊕ Sign
- Sanitary Sewer Line
- Clean Out Plug
- ⊕ Catch Basin (CB), Yard Inlet (YI)
- ⊕ Reinforced Concrete Pipe
- ⊕ Water Meter
- ⊕ Tree
- ⊕ Fire Hydrant
- Overhead Utility Lines
- ⊕ Utility Pole (with Guy Wire)
- ⊕ Light Pole
- ⊕ Telephone Box
- ⊕ Cable Box
- ⊕ Tree
- ⊕ Woodline
- ⊕ Mail Box
- ⊕ Valve
- ⊕ Fiber Optic
- ⊕ Storm Water Line



Parcel Information:

Parcel ID: 163757
 Owner: 3S Investments, LLC
 Owner Address: PO Box 423
 Mebane NC 27302
 Property Address: Douglas Street, Mebane NC 27302
 Deed Reference: D.B. 1399, Pg. 802
 Plat Reference: P.B. 5, Pg. 31

Parcel ID: 163755
 Owner: 3S Investments, LLC
 Owner Address: PO Box 423
 Mebane NC 27302
 Property Address: Terrell Street, Mebane NC 27302
 Deed Reference: D.B. 1399, Pg. 802
 Plat Reference: P.B. 5, Pg. 31

Parcel ID: 163768
 Owner: Marie H. Ray Revocable Trust
 Owner Address: 1215 S. Fifth Street
 Mebane NC 27302
 Property Address: Vacant Lot Ward Street
 Mebane, NC 27302
 Deed Reference: D.B. 4240, Pg. 264
 Plat Reference: P.B. 51, Pg. 106



SURVEYOR'S CERTIFICATION

I, J. Eric Miles certify that this plat was drawn under my supervision from an actual survey made under my supervision (deed description recorded in Book, Page.); that the boundaries not surveyed are clearly indicated as drawn from information found in Book 1399, Page 802, Book 4240, Page 264; that the ratio of precision as calculated is 1:10,000; that this plat was prepared in accordance with G.S. 47-30 as amended; that the survey is of another category, such as the recombination of existing parcels, a court-ordered survey, or other exception to the definition of subdivision.

Witness my original signature, registration number and seal this 20th day of April, A.D., 2023.

Professional Land Surveyor L-4498

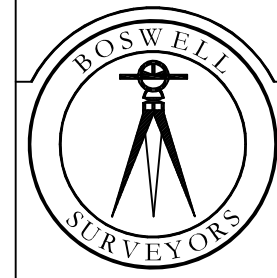


Notes:

- 1) No title search was performed by this firm during the course of this survey.
- 2) The property shown hereon is subject to all easements of record affecting same.
- 3) This firm makes no guarantee as to the existence or location of any burial sites, underground improvements, or utilities across this property. Any underground utilities or improvements shown hereon have been located from visible evidence and available information.
- 4) No internal inspection of this property was made by this firm during the course of this survey.
- 5) Areas are calculated by coordinate geometry.
- 6) No geodetic monuments were found within 2000' of the subject property.

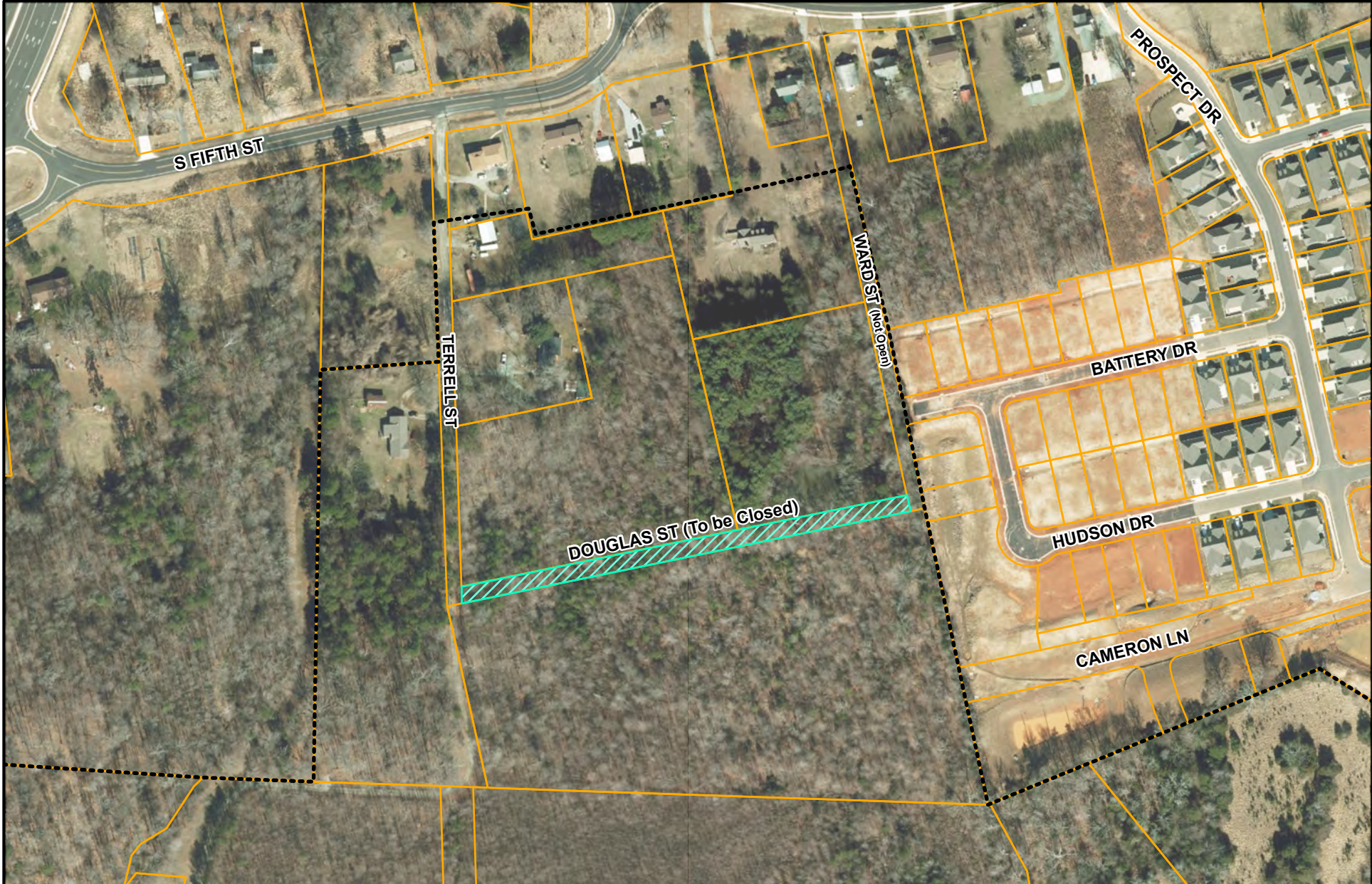
Survey of the Right of Way of Douglas Street for Street Closure

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



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

Date: 4/05/2023
 Scale: 1" = 100'
 Drawn By: JEM
 Job No.: 23-109-200



CITY OF MEBANE

**CLOSING OF
DOUGLAS SREET**

DATE: 4/27/2023

DRAWN BY: RG

SCALE: 1 IN = 250 FT



City Limits



Property Lines



Right-of-Way to be Closed



AGENDA ITEM #6E

Amendments to the Unified Development Ordinance

Date

June 5, 2023

Presenter

Ashley Ownbey, Development Director

Public Hearing

Yes No

Summary

The City Council shall consider the request to amend portions of Article 6 of the Unified Development Ordinance (UDO). *Consideration of the amendments was designed for two City Council meetings. The initial presentation to the City Council occurred at the May 1, 2023, meeting.* The proposed amendments are the second phase of updates to the UDO and focus on minimum parking standards and the sign ordinance. Green Heron Consulting, LLC, assisted staff in updating the sign ordinance.

At their May 1, 2023, meeting, the Mebane City Council requested the following revisions:

- Minor change to the definition of “mural.”
- No change to the current parking standard for two-bedroom apartments.
- Revision to only allow freestanding pole signs within 400’ of the interstate.

Staff have incorporated these changes, which are noted in red on the summary sheet and highlighted in the attached supporting documentation. In research and review of proposed changes, staff found an existing sign type had mistakenly been omitted with the original amendments. Standards for “Professional or Occupational Signs or Name Plates” have been added to the table with sign types. Additionally, definitions have been added for “Freestanding or Pole Sign” and “Ground or Monument Sign” and language adjusted regarding signs allowed prior to elections.

Background

The City of Mebane UDO regulates all development and land use in the City and extraterritorial jurisdiction. The City adopted the UDO in 2008 and has regularly amended it to reflect current and emerging needs. The most significant recent changes occurred in the summer of 2022, with the first phase of comprehensive UDO amendments. This second phase of proposed amendments are voluntary and reflective of public input, professional opinions of staff and the City consultant, or updates consistent with contemporary best practices.

Public engagement for the UDO amendments initiated with an open house in December 2021. Surveys for various topics, including parking and signs, were released the following month. Nearly 100 individuals responded to the surveys for parking and signs. The feedback of these surveys is summarized and included as an attachment. The results of the surveys guided staff recommendations on some of the proposed amendments.

Early in the process of updating the Mebane UDO, staff recognized that several of the proposed UDO amendments are likely to generate more discussion than others. To distribute comments and shepherd through amendments in a timely manner, staff opted to present changes to the UDO in phases. The first phase of amendments was considered by the Planning Board in May 2022 and approved by the Mebane City Council in June and July 2022. This first phase consisted of many changes, including amendments to the Table of Permitted Uses, dimensional standards, perimeter landscaping, streetscaping, definitions, and standards for fences and accessory structures. The second round of amendments features: 1) a new set of sign standards, and 2) new parking and stacking requirements. A third phase of UDO amendments will be presented in the coming months and will include minor revisions and new supporting illustrations to aid in public and staff interpretation of the UDO.

Summary of Proposed Amendments

Staff is proposing amendments to two sections of Article 6 of the UDO – Section 6-5: Parking, Stacking, and Loading and Section 6-7: Signs.

Section 6-5: Parking, Stacking, and Loading

Amendments are proposed to update the required number of parking and stacking spaces. Most of the proposed changes are to Table 6-5-1 and are aimed at making the Table simpler to read. City staff recommendations are as follows:

- 1) Increase the percentage by which a nonresidential development can exceed the minimum parking standards before a parking demand study is required from 120% to 150%. The recommendation comes as some of the minimum parking requirements are proposed to decrease and recent reviews by staff show 120% leaves less flexibility in considering development proposals.
- 2) Additional language to improve how staff consider the amount of required parking for uses not specified in Table 6-5-1.
- 3) All references to stacking requirements have been removed from Table 6-5-1 and relocated to a new section.
- 4) Consolidation of group residential uses into one category, with the elimination of specific standards for “Boarding and room house” and “Homeless shelter.”
- 5) Relocation of “Bed and Breakfast” from Residential Uses to Business, Professional, and Personal Services consistent with how the use is categorized in the Table of Permitted Uses.
- ~~6) Application of the same parking standard for one and two bedroom apartment units consistent with staff research of peer communities. This change is no longer proposed.~~
- 7) New standards proposed for certain amenity areas in residential developments and mail kiosks.

- 8) Elimination of parking requirements for specific recreational uses and a new requirement that all recreational uses provide a parking and loading study to establish the minimum required. As recreational uses are most often constructed by the City of Mebane, this would be incorporated into the planning for new parks and recreational facilities.
- 9) A basic standard is proposed for Educational and Institutional Uses, resulting in the elimination of the specific requirement for “Elementary and middle schools” and clarifications of other requirements.
- 10) Consolidation of government-related office uses and medical uses, with the elimination of specific standards for “Government offices, post offices” and “Nursing and convalescent homes.”
- 11) The requirement for “Vocational, business, or technical schools” has been relocated from the Business, Professional, and Personal Services category to the Educational and Institutional Uses category and renamed to “Career and education centers; technical institutes.” Parking requirements are updated to be more consistent with the basic standard proposed for educational uses.
- 12) Additional parking requirements are specified for places of worship that include fellowship halls or similar facilities.
- 13) A basic standard is proposed for Business, Professional, and Personal Services, resulting in the clarification of certain requirements and elimination of the specific requirements for the following uses:
 - o Banks and financial institutions
 - o Kennels or pet grooming
 - o Laundromat (coin-operated)
 - o Laundry and dry-cleaning plants or substation
 - o Laboratories
 - o Motion picture production
 - o Offices not otherwise classified
 - o Services and repairs not otherwise classified
- 14) New language and more uses have been added to the use previously identified as “Barber and beauty shops.”
- 15) Car and truck washes have been combined.
- 16) A new parking requirement is proposed for “Hotels and motels” to better align with standard requirements identified in peer communities. A need to evaluate this requirement was identified with review of the hotel development on Lowes Boulevard.

- 17) A new parking requirement is proposed for “Medical, dental, or related offices” to better align with standard requirements identified in peer communities. A need to evaluate this requirement was identified with review of the new medical office building by Duke Health on Gregory Poole Lane.
- 18) Additional parking requirements are specified for “Theaters (indoor)” that include a restaurant, bar, or event space.
- 19) The amount of parking required for “Veterinary service” is reduced consistent with staff’s research of the requirement for medical offices.
- 20) A basic standard is proposed for Retail Trade, resulting in the clarification of certain requirements and elimination of the specific requirements for the following uses:
 - o Convenience stores
 - o Department stores, food stores
 - o Retail sales not otherwise classified
 - o Services stations, gasoline sales
- 21) “Restaurants” are proposed to use the same parking requirement as “Bars, night clubs, and taverns.”
- 22) Elimination of the specific requirements for “Furniture, floor covering sales” as the requirements for “Retail sales of bulky items” can be used.
- 23) A minor name change to “Vehicle sales/rentals” and specification that parking spaces are required for vehicles displayed for sale or rent.
- 24) A basic standard is proposed for Wholesale Trade, resulting in the elimination of specific requirements.
- 25) A basic standard is proposed for Transportation, Warehousing, and Utilities, resulting in the clarification of certain requirements.
- 26) A new parking requirement is proposed for “Self-storage warehouses” to recognize the limited parking needs of this use and be calculated based on the number of storage units.
- 27) Elimination of parking requirements for “Marinas; dry stack storage,” which are not specified uses in the Table of Permitted Uses.
- 28) A new parking requirement is proposed for Manufacturing and Industrial Uses that is calculated based on the square footage of a facility instead of the number of employees. The current calculation is difficult to apply when industrial site plans are proposed before an end user is known. Language is included with the new requirement to allow for consideration of the number of employees when known as well as the type of operations and technology.

- 29) Elimination of parking requirements for “Flea markets; other open-air sales,” which are generally not allowed by the Table of Permitted Uses.
- 30) A new section has been added for stacking standards. Previously, stacking standards were incorporated into Table 6-5-1 with off-street parking requirements. The new section identifies standards for stacking spaces and more clearly identifies which uses requiring stacking spaces. Two new uses – “Gate house” and “Vehicle service stations” – have been identified.

Section 6-7: Signs

Amendments to the sign standards in the UDO largely serve to improve the readability of this section, incorporate findings from peer research and public engagement, and address changes in the evolving federal legal framework for this activity. Key revisions include a reorganization of the sign standards, selected revisions and additions to sign definitions, a reworking of the standards for temporary signs, reformatting of the sign table, reduction in the allowable area, height, and location of freestanding pole signs, clarification of the standards for advertising in murals, and introduction of new sign types, such as gasoline canopy signs and window signs. City staff recommendations are as follows:

- 1) Add a statement to the Purpose and Intent section to recognize free speech protections.
- 2) The following changes are proposed for Sign Definitions:
 - o Relocate sign definitions to Article 12 consistent with other sections of the UDO.
 - o Amend definitions for the following sign types to remain content neutral: Banners; Construction Sign; Real Estate Sign; Temporary Signs.
 - o Update the definition for Electronically Controlled Message Sign to reflect changes in illumination methods.
 - o Removal of the definition for Identification Sign. This sign type has been eliminated and combined with ground or monument signs.
 - o Update the definition for Marquee Sign to remove the definition for marquee, which is already defined in Article 12.
 - o Add a new definition for Mural that clearly distinguishes works of art from advertising for commercial purposes. **Staff has inserted the word “primarily” as recommended by City Council.**
 - o Add a new definition for Snipe Sign, which is proposed to be prohibited.
 - o Add a cross-reference to the definition for Warning Sign.
 - o **Add new definitions for Ground or Monument Sign and Freestanding or Pole Sign.**
- 3) Reorganize the section to review prohibited and exempt signs before describing general sign standards. Descriptive headers have been added to all three sections to improve the organization of standards.
- 4) The following changes are proposed to Prohibited Signs:
 - o Sign spinners are now identified as a prohibited sign type. This is a common prohibition in peer communities.
 - o The description of the prohibition of signs extending above the roof line has been clarified. Additionally, a graphic has been added to assist in interpretation.

- Clarifying language has been added to communicate about the need for encroachment agreements for certain signs allowed to project over the right-of-way.
 - A new prohibition is added for signs with certain types of electronic animation, which could create distractions for motorists.
 - A new prohibition is added for snipe signs to prevent unpermitted and unauthorized signs primarily in the right-of-way and on utility poles.
 - Clarifying language is added to the prohibition of string lighting to allow the use of non-flashing lighting for certain uses, such as outdoor seating for restaurants.
- 5) The following changes are proposed to Exempt Signs:
- Clarifying language has been added to the description of approved banners to better communicate when approval from the NCDOT is required.
 - Consistent with North Carolina General Statutes, fence-wrap signs and political signs in the NCDOT right-of-way are listed as exempt.
 - A description of hand-carried signs is now provided.
 - Incidental signs with limited display of company logos are now listed as exempt.
 - The description of legal notices has been revised to include broader language.
 - Temporary signage is now organized into a single section. Language has been revised to remain content neutral. New standards are included to better address the allowance for yard signs and signs with a **noncommercial message**. ~~political purpose~~. Additionally, the number of construction signs for new development has been increased from one to two and specific standards have been added for temporary signage when properties are being renovated or redeveloped. Gas-filled figures are no longer allowed for signage associated with temporary events.
 - Exemptions for works of art and window signs have been removed. New standards have been added.
- 6) Minor revisions are proposed for General Sign Standards, largely the organization of all standards related to sign illumination into a single section. A new standard is included for neon signs, which is referenced in the sign illumination section.
- 7) A new section has been added to identify how sign area and height is calculated and measured. The current definitions for sign area and sign height are used in this section.
- 8) The following changes are proposed to Sign Placement, Size, Height, Setback, Separation, Clearance, and Construction by Sign Type:
- A new table is proposed, which includes example photos and a uniform list of standards.
 - Minor changes are proposed to the following sign types: Awning or Canopy Sign; Marquee Sign; Menu Board Sign; Portable Sign; Projecting Sign; Suspended Sign.
 - Separate standards are now proposed for Ground or Monument Sign and Freestanding Pole Sign. Standards for Identification Signs are now listed with Ground or Monument Sign.
 - Proposed changes to standards for Ground or Monument Sign include allowing the sign type in all zoning districts, distinguishing requirements for single tenant and multi-tenant signs,

revisions to the maximum sign area for both, revisions to the maximum height for single tenant signs, and the requirement for landscaping at the base. The setback from property lines has been eliminated and clarification has been added regarding changeable copy as a sign face.

- o Proposed changes to standards for Freestanding Pole Sign including ~~limiting the signs to the General Business, Light Manufacturing, and Heavy Manufacturing Zoning Districts~~, reducing the maximum sign area, reducing the maximum height, and prohibiting use of pole signs by multiple tenants. ~~Large pole signs are proposed to only be permitted within 400' of the Interstate. Smaller pole signs supported by two posts are proposed to be generally permitted in nonresidential zoning districts.~~ Internal illumination has been listed as the only illumination source and clarification has been added regarding changeable copy as a sign face.
- o Four new sign types are proposed: Gas Canopy Sign; Mural: Neon Sign; Window Sign. Staff reviewed requirements of peer communities in establishing these standards.
- o Proposed changes to Wall Sign include allowing for secondary signs on larger facades, clarifying allowable illumination methods, clarifying the calculation of wall sign area, increasing the maximum sign area for a single sign, accounting for height in the calculation of wall sign area and location, and including an incentive associated with the number of wall signs to encourage ground or monument signs over freestanding pole signs.

Financial Impact

N/A

Recommendation

The Planning Board unanimously (7-0) recommended approval of the amendments to the Mebane UDO as presented with two additional recommendations to the standards for temporary signage with a political purpose: 1) allowance for one larger sign, not to exceed 32 square feet, per property; and 2) removal of signs within 10 days following an election as opposed to 30 days.

Staff recommends approval of the presented amendments to the Mebane UDO except for signs within 400' of the interstate or interchanges. Staff requests more time to research these standards.

Suggested Motion

Motion to approve the amendments to the City of Mebane Unified Development Ordinance as presented with the exception of standards for freestanding signs within 400' of the interstate or interchanges. The amendments are consistent with the objectives and policies for growth and development in the Comprehensive Land Development Plan *Mebane By Design*.

Attachments

1. UDO Survey Report
2. Proposed text amendments to the Unified Development Ordinance
 - a. Section 6-5: Parking, Stacking, and Loading
 - b. Section 6-7: Signs
3. Preliminary Presentation Slides

SUMMARY OF UDO SURVEY RESPONSES

As part of the Planning Department's efforts to revise the Mebane Unified Development Ordinance (UDO), we launched a series of surveys to gather input on the following topics:

- Fences and Accessory Structures
- Property Standards
- Open Space and Landscaping
- Parking
- Signs
- Table of Permitted Uses
- Nonconformities

These surveys were open from mid-January 2022 through the end of February. They were advertised on the City's website and Facebook page.

This report summarizes the responses from the following surveys:

- Parking Standards - Page 2
- Sign Standards - Page 3

Copies of each survey form are provided in a [separate appendix](#).

Prior to launching the surveys, the Planning Department held an open house and information session on December 13th, 2021. Posters on each topic were presented during the open house. These posters influenced the design of the public input surveys and are available on the City's Website: <https://cityofmebanenc.gov/udo-info-posters/>.

PARKING STANDARDS

WHAT DID WE ASK?

We asked respondents to consider where more parking is needed for bicycles, ADA spaces, electric vehicle charging stations, and compact cars.

We asked if there were any locations with too much or too little parking for standard motor vehicles.

WHO RESPONDED?

- 97 survey responses
- 96% of respondents live in or around Mebane
- 9% own a business in Mebane

WHAT DID WE LEARN?

Respondents would like to see MORE...

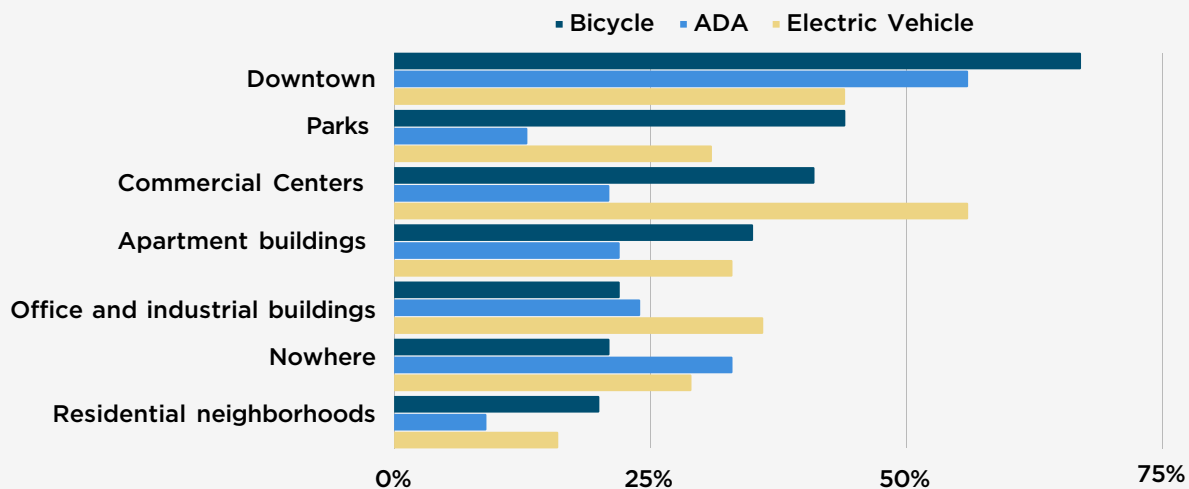
- Bike parking in Downtown, at Parks, and in Commercial Centers.
- ADA spaces in Downtown.
- Electric vehicle charging in Commercial Centers and Downtown.

A majority of respondents do not want dedicated compact car parking.

Large commercial sites were often mentioned as having too much parking for standard motor vehicles. While, Downtown was listed as having too little parking for standard motor vehicles.

WHERE IS MORE PARKING NEEDED?

Percentages are calculated from 97 unique responses. Respondents could select multiple options.



SIGN STANDARDS

WHAT DID WE ASK?

We asked respondents to consider the most important factors in sign regulations, the size of signs, the height of signs, the number of signs, and temporary signage.

WHO RESPONDED?

- 95 survey responses
- 98% of respondents live in or around Mebane
- 8% own a business in Mebane

WHAT DID WE LEARN?

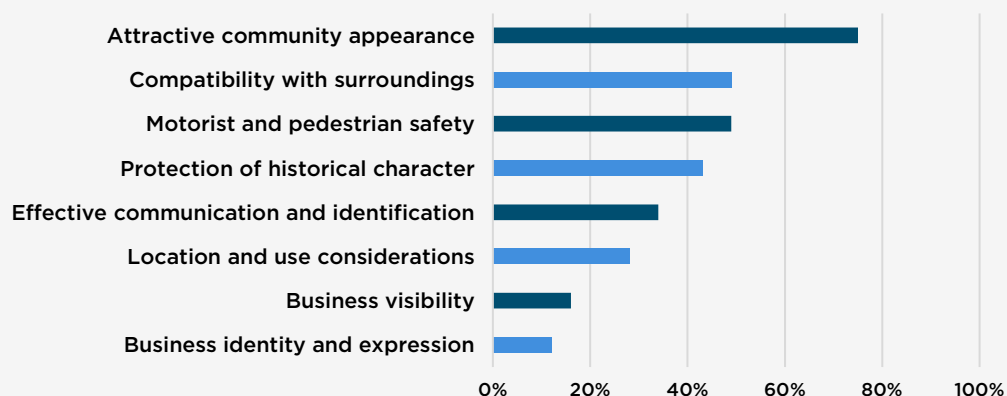
75% of respondents rated “Attractive community appearance” as one the most important factors to consider in sign regulations. The next two highest rated factors (49% of respondents) were “Compatibility with surroundings” and “Motorist and pedestrian safety.”

The majority of respondents expressed a preference for smaller signs (58%) and fewer signs (75%). A clear preference for height of signs did not emerge, with 46% of respondents indicating a preference for signs closer to the ground, 33% indicating a preference for taller signs, and 14% indicating no preference.

More than 60% of respondents expressed support for regulating the quantity, size, and time of display for temporary signage.

WHICH FACTORS ARE MOST IMPORTANT TO CONSIDER FOR REGULATING SIGNS IN MEBANE?

Percentages are calculated from 95 unique responses. Respondents could select multiple options.



6-5 Parking, Stacking, and Loading

A. General Requirements

1. Parking, Stacking and Loading Space Required

When any building or structure is erected, modified, enlarged or increased in capacity, or any open use is established, modified or enlarged, the requirements of this Section shall be met. For enlargements, modifications, or increase in capacity, the requirements of this Section shall apply only to such enlargements, modifications or increases in capacity. Parking requirements for uses in the B-1 Central Business District shall be reviewed on a case-by-case basis and deviations in the number of required parking spaces may be made in accordance with the provisions of Section 6-5.C, 5.

2. Required Number

The minimum number of required off-street parking, stacking and loading spaces is indicated in subsection 6-5.3 C (parking ~~and~~), subsection 6-5.D (stacking) and subsection 6-5.7 G (loading). In cases of mixed occupancy, the minimum number of off-street parking, stacking and loading spaces shall be the cumulative total of individual use requirements unless otherwise specified. Bicycle racks shall be required at a ratio of one bicycle rack for every dedicated handicapped space, as required by 6-5.A. 3.

Commented [AO1]: Updated references.

Amended June 6, 2022

3. Handicapped Spaces

Spaces for the physically handicapped shall be provided as required by the NC Building Code, Volume I-C and the Americans with Disabilities Act of 1990.

4. Minimum Number of Parking Spaces

In all instances, except for residential and accessory uses, where less than five off-street parking spaces is required by Table 6-5-1, a minimum of five automobile parking spaces and one bicycle rack shall be provided.

Amended June 6, 2022

5. Reduction of Minimum Requirements

Unless there is a change in use requiring fewer spaces, the number of spaces shall not be reduced below the minimum requirements of this Article.

6. Maintenance

All parking, stacking and loading facilities shall be permanently maintained by the owners or occupants as long as the use they serve exists.

7. Access

All parking, stacking and loading facilities shall have vehicular access to a public street or approved private street.

8. Use for No Other Purpose

Land used to provide required parking, stacking, and loading shall not be used for any other purposes, except for authorized temporary events. If such land is devoted to any other purpose, the Certificate of Occupancy of the affected principal use shall immediately become void.

9. Compliance with Air Quality Standards

The construction of or modification to (i) open parking lots containing 1,500 or more spaces or (ii) parking decks and garages containing 750 or more spaces shall comply with the concentrated air emissions standards of the NC Division of Environmental Management.

10. Parking of Vehicles in Residential Districts

Parking vehicles in excess of one ton rated capacity shall be prohibited in a residential zoning district except for loading and unloading purposes, for emergency home service, or for use in the conduct of a legal nonconforming use; and then parking of such vehicles shall be permitted only on the property occupied by the legal nonconforming use. In no case shall parking of such a vehicle be permitted on the street.

11. On-street Parking Restrictions

See Chapter 34 of the City of Mebane Code of Ordinances for specific regulations regarding parking restrictions on public streets, including prohibitions against the on-street parking or storage of certain types of motor vehicles and the on-street parking of oversized motor vehicles.

12. Electric Vehicle Charging Stations

Provision of an electric vehicle charging station shall be credited as the equivalent of two parking spaces for vehicles with combustion engines.

Amended June 6, 2022

B. Parking Requirements for Change in Use

If a change in use causes an increase in the required number of off-street parking, stacking or loading spaces, such additional spaces shall be provided in accordance with the requirements of this Ordinance; except that if the change in use would require an increase of less than five percent in the required number of parking spaces, no additional off-street parking shall be required.

C. Number of Parking and Stacking Spaces Required

1. The minimum number of required off-street parking ~~and stacking~~ spaces is indicated in Table 6-5-1. However, in no event shall a nonresidential use or the nonresidential component of a mixed-use development provide more than ~~420~~ **150** percent of the minimum parking spaces established in Table 6-5-1 except through the approval by the Zoning Administrator of a parking demand study, prepared by a qualified professional, which demonstrates the need for parking spaces in excess of ~~420-150~~ percent of the minimum requirement established in Table 6-5-1.
2. Whenever the number of parking spaces required by Table 6-5-1 results in a requirement of a fractional space, any fraction of one-half or less may be disregarded while a fraction in excess of one-half shall be counted as one parking space.
3. For any use not specifically listed in Tables 6-5-1 or 6-5-2, the parking and stacking requirements shall be those of the most similar listed use, as determined by the Zoning Administrator. **The Zoning Administrator may also consider parking demand data from acceptable sources that report data for uses or a combination of uses that are the same or comparable to the proposed use.**
4. All developments in all zoning districts shall provide a sufficient number of parking spaces to accommodate the number of vehicles that ordinarily are likely to be attracted to the development in question. The City recognizes that the B-1 zoning district serves the needs of a denser land use environment and that parking requirements may need to be reduced, as allowed by subsection 5.

Commented [A02]: Recent reviews by staff have revealed a need to increase this percentage before a parking demand study is requested.

Commented [A03]: This language is added to allow staff to consider reputable sources outside of the UDO.

Amended June 6, 2022

5. The City Council recognizes that, due to the particularities of any given development, the inflexible application of the parking standards set forth in Table 6-5-1 may result in a development either with inadequate parking space or parking space far in excess of its needs. Therefore, the permit-issuing authority may permit deviations from the requirements of Table 6-5-1 and may require more parking or allow less parking whenever it finds that such deviations are more likely to satisfy the general standard delineated in subsection 4 above.

The permit-issuing authority may allow deviations, for example, when it finds that a residential development is irrevocably oriented toward the elderly, disabled or other population that demonstrates a lesser parking need or when it finds that a

business or service is primarily oriented to walk-in trade. The permit-issuing authority may also, for example, require additional overflow or visitor parking in cases where the proposed lot sizes are such that anticipated parking needs for occasional visitors cannot be accommodated on individual lots. Whenever the permit-issuing authority allows or requires a deviation from the requirements of Table 6-5-1, it shall enter on the face of the permit the parking requirement that it imposes and the reasons for allowing or requiring the deviation.

Table 6-5-1
Off-Street Parking and Stacking Requirements
 Amended June 6, 2022

USE	MINIMUM SPACES REQUIRED
Residential Uses	
1) Boarding and rooming house; bed & breakfast	1/bedroom plus 2/3 employees on the largest shift
21) Group (i.e. homeless and temporary emergency shelter, Congregate care, boarding and rooming house, family care, or group care facilities)	1 per 4 beds plus 1 per 2 employees/volunteers and visiting specialist plus 1 per vehicle used in the operation
32) Multi-family dwellings (including condominiums)	
0 to 1 bedroom units	1.50/unit
2 bedroom units	1.75/unit
3 or more bedroom units	2.00/unit plus 0.5 per bedroom over 3 bedrooms
4) Homeless shelter	1/resident staff member, plus 2/3 nonresidential staff members and/or volunteers on the largest shift, plus 1/each vehicle used in the operation
53) Single-family detached & two-family dwellings; manufactured homes; townhouse dwellings; manufactured home parks; residential use in a nonresidential building	2/dwelling unit plus 0.5 per bedroom over 2 bedrooms
4) Pool, club house, meeting facility, or similar amenity in a residential or mixed-use development with more than 50 dwelling units	10 spaces plus 1 space for every 20 dwelling units farther than a half-mile from the amenity
5) Mail kiosk	Mail kiosks should be ADA accessible and accommodate off-street parking when possible.
Accessory Uses	
1) Accessory dwelling unit	1/attached unit, 2/detached unit
2) Caretaker dwelling	2/unit
3) Home occupation	1/each non-resident employee
Recreational Uses	
The minimum off-street parking requirements shall be established on the basis of a parking and loading study prepared by the applicant. Such a study must include estimates of parking demand based on recommendations of the Institute of Traffic Engineers (ITE), or other acceptable estimates as approved by the Zoning Administrator, and should include other reliable data collected from uses or combinations of uses that are the same as, or comparable with, the proposed use. The study must document the source of data used to develop the recommendations.	
1) Amusement parks; fairgrounds; skating rinks	1/200 square feet of activity area
2) Athletic fields	25/field
3) Auditorium; assembly hall; convention center; stadium	1/5 persons based upon the design capacity of the building

Commented [A04]: A new section is proposed for stacking standards.

Commented [A05]: Boarding and rooming house is now listed under "Group" for residential uses. Bed & breakfast has been moved to a the land use category consistent with Table of Permitted Uses.

Commented [A06]: Changes previously proposed have been removed - 05/20/2023

Commented [A07]: Combined into one group category

Commented [A08]: New standards for amenity and mail kiosk areas

Commented [A09]: Standards for specific recreational uses are eliminated. A parking demand study is proposed to be required for recreational uses.

USE	MINIMUM SPACES REQUIRED
4) Batting cages, golf driving ranges; miniature golf; shooting ranges	1/cage, tee, or firing point
5) Billiard parlors; tennis courts	3/table or court
6) Bowling centers	4/lane
7) Clubs; coin-operated amusement; physical fitness centers and similar indoor recreation	1/200 square feet of gross floor area
8) Riding academy	1/2 stalls
9) Go-cart raceways	1/go-cart plus 1/employee on the largest shift
10) Recreational vehicle park or campground	See development standards in Section 8.56.4-7.5(D)
11) Swimming pools; swim clubs	1/100 square feet of water and deck space
Educational and Institutional Uses shall provide parking according to the following standard(s) unless otherwise specified:	
<ul style="list-style-type: none"> Educational Land Uses: 5 spaces plus 1 space per employee Institutional Land Uses: 1 space per 300 square feet of floor area 	
1) Ambulance services; fire stations; law enforcement stations; government offices	5 spaces plus 1/employee on the largest shift plus 1/vehicle used in operation
2) Career and education centers; technical institutes	1/300 square feet of office space plus 1/2 persons based upon the design capacity of the building
2-3) Churches or other places of worship	1/every 4 seats; in main chapel. Additional parking is required at a rate of 1 space for every 500 square feet of space dedicated as fellowship halls and similar areas.
3-4) Colleges and universities	7/classroom plus 1/4 beds in main campus dorms plus 1/250 square feet of office space plus 1/5 fixed seats in assembly halls and stadiums
4-5) Correctional institutions	1/10 inmates plus 2/3 employees on largest shift plus 1/vehicle used in the operation
5-6) Day care centers; day care homes	1/employee plus 1/10 clients plus stacking for 4 vehicles
6) Elementary and middle schools	5 spaces plus 1/employee
7) Government offices; post offices	1/150 square feet of public service area plus 2/3 employees on largest shift
8-6) Hospitals; nursing/convalescent homes; wellness center	1/4 in-patient or out-patient beds plus 2/3 employees on largest shift plus 1/4 staff-doctor-1/vehicle used in the operation
<i>For doctor's office, please refer to 'Medical' land use under the Business, Professional, and Personal Service category.</i>	
9-7) Libraries; museums and art galleries	1/450 square feet of gross floor area for public use plus 2/3 employees on the largest shift
10) Nursing and convalescent homes	1/4 beds plus 1/employee and visiting specialist plus 1/vehicle used in the operation
11-8) Senior high schools	In addition to the required parking for educational land uses, 1/4 students plus 1/employee
Business, Professional and Personal Services shall provide parking according to the following standard(s) unless otherwise specified: 1 space for every 300 square feet of gross floor area.	
1) Automobile repair services	3/service bay plus 1/wrecker or service vehicle plus 2/3 employees on the largest shift
2) Banks and financial institutions	1/200 square feet gross floor area plus stacking for 4 vehicles at each drive-through window or automatic teller machine

Commented [AO10]: A basic standard is proposed. Certain uses have been combined and others eliminated when the basic standard meets the current standard.

Commented [AO11]: The current requirement was incorrectly located under "Business, Professional, and Personal Services." A new standard and new name for the use is proposed.

Commented [AO12]: A new section has been created for stacking standards.

Commented [AO13]: A basic standard is proposed. Certain uses have been combined and others eliminated when the basic standard meets the current standard.

Commented [AO14]: All stacking is moved to a new section.

USE	MINIMUM SPACES REQUIRED
32) Barbers; salons; tattoo and body piercing studios and beauty shops	3/operator
43) Bed and breakfast	1/bedroom plus 2/3 employees on the largest shift
44) Car/truck washes	
a) Full-service	*stacking for 30 vehicles or 10/approach lane, whichever is greater plus 3 spaces in the manual drying area plus 2/3 employees on the largest shift
b) Self-service	*3 stacking spaces/approach lane plus 2 drying spaces/washing stall
5) Delivery services	2/3 employees on largest shift plus 1/vehicle used in the operation
6) Equipment rental and leasing	1/200 square feet gross floor area In addition to the minimum space for gross floor area, individual spaces will be devoted to parking/storage of automobiles and/or equipment.
7) Funeral homes or crematoria	1/4 seats in main chapel plus 2/3 employees on the largest shift plus 1/vehicle used in the largest operation
8) Hotels and motels containing...	5 spaces plus 1/room Restaurant/bar/meeting room space shall be calculated using 1 space per 300 square feet.
a) 5,000 square feet or less ancillary space, i.e. restaurant, meeting rooms, lounge or lobby or a restaurant/lounge containing 3,000 square feet or less	1.1/rental unit
b) more than 5,000 square feet of ancillary space, i.e. restaurant, meeting rooms, lounge or lobby or a restaurant/lounge containing over 3,000 square feet	1.25/rental unit
9) Kennels or pet grooming	1/300 square feet of sales, grooming or customer waiting area plus 2/3 employees on the largest shift
10) Laundromat (coin operated)	1/4 pieces of rental equipment
11) Laundry and dry cleaning plants or substation	*2/3 employees on the largest shift plus 1/vehicle used in the operation plus stacking for 4 vehicles/pickup station
12) Laboratories	*2/3 employees on the largest shift plus 1/250 square feet of office space
439) Medical, dental, or related offices	1.253/examining room plus 1/employee including doctors
14) Motion picture production	1/1000 square feet of gross floor area
15) Offices not otherwise classified	1/250 square feet of gross floor area
469) Repair of bulky items (appliances, furniture, boats, etc.)	2/3 employees on largest shift plus 1/vehicle used in operation
4710) Theaters (indoor)	1/4 seats Restaurant/bar/event space shall be calculated using 1 space per 300 square feet.
18) Truck wash	3 stacking* spaces/stall
4911) Veterinary service (other)	2/4 doctor plus 1/employee including doctors
20) Vocational, business, or technical schools	1/100 square feet of classroom space plus 1/250 square feet of office space

Commented [AO15]: This standard was evaluated by staff following reviews for the new hotel development on Lowes Blvd.

Commented [AO16]: This standard was evaluated by staff after site plan review for Duke Health.

Commented [AO17]: Proposal to reduce the minimum requirement similar to reduction for medical offices.

Commented [AO18]: This has been renamed and moved to Educational and Institutional Uses consistent with the Table of Permitted Uses.

USE	MINIMUM SPACES REQUIRED
21) Services and repairs not otherwise classified	1/250 square feet gross floor area plus 1/vehicle used in the operation
Drive-throughs not otherwise classified	Stacking* for 4 vehicles at each bay, window, lane, ordering station or machine in addition to the use requirement
Retail Trade shall provide parking according to the following standard(s) unless otherwise specified: 1 space for every 200 square feet of gross floor area.	
1) Bars, night clubs, taverns, and restaurants	1/3 persons based upon the design capacity of building plus 2/3 employees on the largest shift, located on the same zone lot
2) Convenience stores	1/200 square feet gross floor area plus 4 stacking* spaces at pump islands
3) Department stores, food stores	1/200 square feet gross floor area
4 2) Fuel oil sales	2/3 employees on largest shift plus 1/vehicle used in the operation
5) Furniture; floor covering sales	1/1,000 square feet gross floor area
7) Restaurants	1/4 seats plus 2/3 employees on the largest shift & 11 total stacking* spaces with minimum 5 spaces at or before ordering station
8) Retail sales not otherwise classified	1/200 square feet gross floor area
93) Retail sales of bulky items (appliances, building materials, furniture, etc.)	1/500 square feet of gross floor area
64) Vehicle sales/rentals (i.e., motor vehicle, motorcycle, or recreational vehicle sales or rental; manufactured homes sales, etc.)	5 spaces plus 1/unit displayed for sale or rent plus 1/10,000 square feet of display area plus 2/3 employees on the largest shift
10) Service stations, gasoline sales	3/service bay plus 1/wrecker or service vehicle plus 2/3 employees on largest shift plus 4 stacking* spaces at pump islands
Wholesale Trade shall provide parking according to the following standard(s) unless otherwise specified:	
<ul style="list-style-type: none"> 1 space for every 2 employees on the largest shift 1 space for every 200 square feet of retail sales or customer service area 1 space per vehicle used in the operation 	
1) Market showroom	1/1,000 square feet gross floor area
2) Wholesale uses	2/3 employees on the largest shift plus 1/200 square feet of retail sales or customer service area plus 1/vehicle used in the operation
Transportation, Warehousing and Utilities shall provide parking according to the following standard(s) unless otherwise specified:	
<ul style="list-style-type: none"> 1 space for every 2 employees on the largest shift 1 space per vehicle used in the operation 	
1) Airport, bus and railroad terminals	In addition to employee and vehicle parking, 1/4 seats (i.e., passenger waiting area) plus 2/3 employees on the largest shift
2) Communications towers; demolition debris landfills; heliports; utility lines or substations	No required parking
3) Self-storage warehouses	1 space/5,000 square feet devoted to storage Minimum of 5 parking spaces or 1 space per 100 storage units, whichever is greater plus 1 space per vehicle stored.

Commented [AO19]: A basic standard is proposed. Certain uses have been combined and others eliminated when the basic standard meets the current standard.

Commented [AO20]: Now included with retail sales of bulky items.

Commented [AO21]: Now included with bars, night clubs, and taverns.

Commented [AO22]: Proposal for a basic standard without any specific standards.

Commented [AO23]: A basic standard is proposed. Certain uses have been combined and others eliminated when the basic standard meets the current standard.

Commented [AO24]: New standard is proposed to recognize minimal parking required of self-storage use

USE	MINIMUM SPACES REQUIRED
4) Marinas; dry stack storage	1 space/slip; 1 space/2 dry storage spaces
5) Transportation, warehousing and utility uses not otherwise classified	2/3 employees on the largest shift plus 1/vehicle used in the operation
Manufacturing and Industrial Uses	<p>2/3 employees on the largest shift plus 1/200 square feet of retail sales or customer service area plus 1/vehicle used in the operation</p> <p>1 space per 1,000 square feet of gross floor area for buildings less than 400,000 square feet.</p> <p>1 space per 2,000 square feet of gross floor area for buildings over 400,000 square feet.</p> <p>Additional parking or reductions in parking may be considered in accordance with this ordinance and with consideration to the expected number of employees on the largest shift and the type of operations and technology in use.</p>
Other Uses	
Flea markets; other open air sales	1/1,000 square feet of lot area used for storage, sales, and display
Shopping Centers	
a) < 250,000 square feet gross floor area	1/200 square feet gross floor area in main building(s) (excluding theaters) plus parking as required for outparcels or theaters
b) > 250,000 square feet gross floor area	1,250 spaces plus 1/225 square feet gross floor area above 250,000 square feet

/ = per

* – NCDOT may require additional stacking spaces for uses abutting state or federal highways.

D. Stacking Standards

1. In addition to required parking and loading spaces, various land uses have vehicle stacking requirements designed to address internal vehicle queuing and staging needs. These regulations help ensure that there is adequate on-site maneuvering and circulation, that stacking vehicles do not impede the free flow of traffic on a parcel or on abutting streets, that provisions are made to separate stacking vehicles from loading areas and emergency vehicle lanes, that vehicular ingress/egress to a property is not impeded, and that stacking lanes will not have nuisance impacts on nearby land uses.
2. A stacking space:
 - i. Designated as a waiting area for vehicles whose occupants are queuing to make use of a service.
 - ii. Located outside of required drive-aisles, fire lanes, parking, and pedestrian areas to ensure vehicles do not impede the free flow of traffic through a property.
 - iii. Sized at 9 feet of width by 20 feet in length.

Commented [AO25]: Given the number of industrial shell buildings, staff proposes to change this requirement to be calculated according to the square footage instead of the number of employees. Based on conversations with applicants, one space per 1,000 square feet is a typical industry standard.

Commented [AO26]: Not a specified use in the Table of Permitted Uses

Commented [AO27]: A new section has been added for stacking standards. Previously, these standards were included with minimum required parking. Two new uses have been added. Otherwise, the stacking standards meet what is currently required.

3. Stacking lanes shall be designed and laid out in accordance with applicable Ordinance requirements and engineering specifications and shall be clearly identified through such means as striping, landscaping, pavement design and/or signage.
4. Stacking lanes shall be separated from drive-aisles, parking and pedestrian areas using landscaped islands, decorative pavement, and/or painted lines.
5. The following land uses shall provide the following vehicular stacking space(s):

**Table 6-5-2
Stacking Requirements**

Bank, Dry Cleaner, Laundry Service, Pharmacy		8 stacking space per individual drive-thru lane, pneumatic tube system, or automated teller machine (ATM).
Car Wash	Full Service	Stacking for 30 vehicles or 10 stacking spaces approach lane, whichever is greater
	Self Service	3 stacking spaces outside of wash bay (either side of wash bay)
Gate house		3 stacking spaces at gate/guard house for residential communities (entrance and exit lanes) Industrial gate houses should accommodate stacking for at least one tractor trailer.
Fuel Sales		4 stacking spaces at pump islands
Restaurant with drive thru/pick up window service		11 total stacking spaces* with minimum 5 spaces at or before ordering station
Vehicle service stations (including oil changing services, tire services, vehicle repair, etc.)		2 stacking spaces per individual service bay entrance and 1 at the exit of the service bay.

*NCDOT may require additional stacking spaces for uses abutting state or federal highways.

D. E. Design Standards for Parking, Stacking and Loading Areas

Commented [AO28]: Lettering updated throughout remainder of Section 6-5.

1. **Parking facilities shall be designed and constructed so as to:**
 - a. Allow unobstructed movement into and out of each parking space without interfering with fixed objects or vehicles;
 - b. Minimize delay and interference with traffic on public streets and access drives;
 - c. Maximize sight distances from parking lot exits and access drives; and
 - d. Allow off-street parking spaces in parking lots to have access from parking lot driveways and not directly from streets.

2. Dimensional Requirements

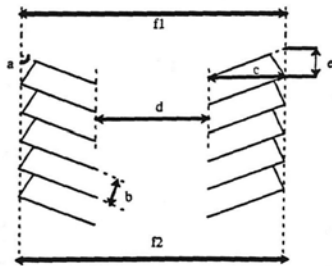
Parking facilities shall be designed and constructed to meet the minimum parking space dimensions, aisle dimensions and other standards found in Table 6-5-2.

Table 6-5-2-3
Parking Space Geometric Design Standards
Amended June 6, 2022

A	B	c	d
PARKING ANGLE (degrees)	STALL WIDTH (*)	STALL TO CURB (ft.)	AISLE WIDTH (ft.)
0	9'-0"	23'	12.0
45	9'-0"	20'	13.0
60	9'-0"	20'6"	18.0
90	9'-0"	18'	26'

(*) 9'-0" Minimum (*) 7'-6" Compact Cars Only, for non-required spaces only.

(1) Curb length for end space of 3 or more parallel spaces may be 20' in length with no obstruction at the end.
(2) Parking spaces adjacent to landscaping and/or sidewalks may be allow for a vehicle overhang of up to 12 inches, provided that any walkways maintain a walking path compliant with ADA standards.
(3) Spaces may be widened up to 10' and accordingly reduce the aisle width so that the curb-to-curb distance is unchanged.
(4) Minimum width of painted lines shall be 4".
(5) Depth of space is measured from face of curb. If provided, a concrete gutter is not required to be painted.
(6) Stacking Space Geometric Design Standards: Stacking Spaces shall be **twelve nine feet (12-9)** by twenty (20) feet.



3. Improvements

- a. Except as provided in subsection 3 below, required parking spaces, access drives, and loading areas shall be paved and maintained with concrete, asphalt, or similar material of sufficient thickness and consistency to support anticipated traffic volumes and weights.
- b. Access drives shall be paved and maintained from the curblineline or edge of pavement to a point at least ten feet beyond the public right-of-way line for all parking and loading facilities, whether paved or unpaved.
- c. Paving shall not be required for:
 - (1) Detached single-family residential dwellings.
 - (2) Parking areas for tracked heavy construction equipment, skid-mounted equipment and similar equipment, provided they are constructed with an all-weather surface.
- d. Parking lots containing 12 or more spaces shall also include curbing and storm drainage facilities. Driveway aprons shall be constructed to extend to the improved roadway. Provided, however, upon application the City may waive the requirement of curbing and/or storm drainage facilities where it is clearly demonstrated that curbing would be detrimental to the environment due to erosion or run off concerns or that the strict requirement of curbing and storm drainage would be unduly burdensome and financially not feasible, as reviewed and recommended by the City Engineer.

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- e. All facilities shall be graded, properly drained, stabilized and maintained to minimize dust and erosion.
- f. All parking spaces and stacking lanes shall be clearly identified with paint lines, bumper guards, curbs, or similar treatment.
- g. All parking spaces shall be provided with wheel guards or curbs located so that no part of the parked vehicle will extend beyond the property line or encroach more than two feet into a required planting area.
- h. Concrete pads for stationary refuse containers shall be provided beneath and in the approach to each container.
- i. Parking lots shall be designed and constructed such that walkways shall maintain a minimum unobstructed width of five feet (vehicle encroachment is calculated as two feet beyond curb).

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E. F. Location

1. Off-site Parking Lots
When required off-street parking is permitted to be located off-site, it shall begin within five hundred feet of the zone lot containing the principal use. Required off-street parking shall not be located across an intervening major or minor thoroughfare.
1. Parking in Nonresidential Districts
Automobile parking for any use may be provided in any nonresidential district.
2. Nonresidential Parking in Residential Districts
Surface parking in a residential zoning district for any use not permitted in that district is allowed under the following conditions:
 - a. Property on which the parking is located must abut the lot containing the use that the parking serves. The property must be under the same ownership or subject to a parking encumbrance agreement. All access to such property shall be through nonresidentially-zoned property;
 - b. Parking shall be used only during daylight hours;
 - c. Parking shall be used by customers, patrons, employees, guests, or residents of the use that the parking serves;
 - d. No parking shall be located more than one hundred twenty feet into the residential zoning district.
 - e. No parking shall be permitted closer than one hundred fifty feet to any public road right-of-way upon which the principal use would not be permitted driveway access; and
 - f. Long-term or dead storage, loading, sales, repair work or servicing of vehicles is prohibited.
 - g. The parking lot complies with the landscaping and screening requirements of Section 6-5.

F.-G. Combined Parking

1. Separate Uses
The required parking for separate or mixed uses may be combined in one facility.
2. Shared Parking
The parking spaces required for a church, theater, auditorium or assembly hall or other similar use may also serve as required spaces for another use located

on the same zone lot. Shared spaces may also be located off-site as allowed in Section 6-5.5, A, Off-site Parking Lots. In either case, the Zoning Administrator must determine that the various activities will have peak parking demand at different periods of the day or week. Otherwise, no off-street parking required for one building or use shall be applied toward the requirements of any other building or use. A shared parking plan shall be enforced through a written agreement between the owners of record of all properties involved. The agreement shall be submitted to the Zoning Administrator prior to the issuance of a building permit for any use served by the shared parking area.

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3. Reassignment
Required off-street parking spaces shall not be leased or otherwise assigned to another use except as provided in subsection B.

G-H. Loading Areas

1. General

Every building or structure used for business, trade or industry hereafter erected shall provide space as indicated in this subsection for the loading and unloading of vehicles off the street. The space shall have access to any alley, or if there is no alley, to a street.

2. Location

Off-street loading areas shall be located on the same zone lot as the use they serve.

3. Design Standards

- a. Minimum Number of Loading Spaces Required:
 - (1) Retail operations, including restaurant and dining facilities within hotels and office buildings:

Gross Floor Area (FT ²)	Number of Spaces
0 - 20,000	0
20,001 - 40,000	1
40,001 - 75,000	2
75,001 - 150,000	3
150,001 - 250,000	4
For each additional 250,000 square feet or fraction thereof	1

(2) Office buildings and hotels:

Gross Floor Area (FT2)	Number of Spaces
0 - 100,000	0
For each additional 100,000 square feet or fraction thereof	1

(3) Industrial and wholesale operations:

Gross Floor Area (FT2)	Number of Spaces
0 - 10,000	0
10,001 - 40,000	1
40,001 - 100,000	2
100,001 - 160,000	3
160,001 - 240,000	4
240,001 - 320,000	5
320,001 - 400,000	6
For each additional 90,000 square feet or fraction thereof	1

- b. Each loading space shall be at least twelve feet wide, sixty-five feet long, and fourteen feet in clearance.
- c. All off-street loading areas shall be arranged and marked to provide for orderly and safe unloading and loading, and shall not hinder the free movement of vehicles and pedestrians. All loading and unloading maneuvers shall take place on private property. No backing in from a road or maneuvering on the road right-of-way shall be permitted.

H. I. Parking and Loading Area Landscaping

Parking lots shall provide landscaping and screening in accordance with the standards delineated in Section 6-4, Landscaping for Parking Areas.

H. J. Excessive Illumination in Parking Lots and Loading Areas

Lighting within any parking and loading area that unnecessarily illuminates any other lot and substantially interferes with the use or enjoyment of such other lot is prohibited. Floodlights, spotlights, or any other similar lighting shall not be used to illuminate parking and loading areas.

All parking and loading area lighting shall be designed and located in accordance with the requirements of Section 6-6, Outdoor Lighting.

6-7 Signs

6-7.1 Purpose and Intent

The sign regulations, adopted and prescribed in this Section, are found by the City Council to be necessary and appropriate to:

- A. Recognize that signs serve a legitimate public service and that they complement and support trade, tourism, and investment within the City of Mebane;
- B. Encourage the effective use of signs as a means of visual communication;
- C. Promote a positive community appearance for the enjoyment of all citizens;
- D. Maintain and enhance the aesthetic environment and the community's ability to attract sources of economic development and growth;
- E. Protect the public from damage or injury attributable to distractions and/or obstructions caused by improperly designed or located signs; ~~and~~
- F. Protect existing property values in both residential and nonresidential areas; ~~and~~
- G. **Preserve the right of free speech and expression, while not condoning obscenity.**

Commented [AO1]: One addition is recommended to this section to recognize free speech protections.

6-7.2 Permit Required

All signs except those specifically exempted in Section 6-7.54 shall be erected, installed, or modified only in accordance with a duly issued and valid sign permit issued by the Zoning Administrator. Sign permits shall be issued in accordance with the zoning permit requirements and procedures of Section 2-15, and the submission requirements of Appendix A. If plans submitted for a zoning or special use permit include sign plans in sufficient detail that the permit issuing authority can determine whether the proposed sign(s) comply with the provisions of this Section, then issuance of the requested land use or special use permit shall constitute approval of the proposed sign(s).

~~6-7.3 Sign Definitions~~

~~Unless otherwise specifically provided, or unless clearly required by the context, the words and phrases defined in this subsection should have the meaning indicated when used throughout this Section.~~

Commented [AO2]: This section is being relocated to Article 12. For clarity of the update, the definitions are still shown in this article with changes identified in red.

A. Sign

Any words, lettering, numerals, parts of letters or numerals, figures, phrases, sentences, emblems, devices, designs, or trade names or trademarks by which anything is known (including any surface, fabric or other material or structure designed to carry such devices such as are used to designate or attract attention to an individual, firm, an association, a corporation, a profession, a business, or a commodity or product) which are exposed to public view and used to attract attention.

B. Advertising Signs (Billboards or Outdoor Advertising Signs)

A sign which publicizes and directs attention to a business, profession, commodity, activity, product, service or entertainment not conducted, sold or offered upon the premises where such sign is located. Billboards located within 660 feet of interstate or federally assisted primary highways are subject to the standards and permitting requirements of the Outdoor Advertising Control Act which is administered by the North Carolina Department of Transportation.

C. Animated Sign

Any sign which flashes, revolves, rotates or swings by mechanical means, or which uses a change of lighting to depict action, or to create a special effect or scene.

D. Banner

A temporary sign of light weight fabric or similar material that is rigidly mounted to a pole or a building by a rigid frame at two or more edges. ~~National, state or municipal flags, or the official flag of any institution or business shall not be considered banners. Banners do not include flags.~~

Commented [A03]: This change is to simplify the distinction between banners and flags and remain content neutral.

E. Building Marker

A sign indicating the name of a building and date and incidental information about its construction, which sign is cut into a masonry surface, or made of bronze or other permanent material.

F. Canopy or Awning Sign

Any sign which is painted, mounted, or attached to an awning, canopy or other fabric-like or plastic protective structure which is extended over a door, window, or entranceway. A marquee is not a canopy.

G. Changeable Copy Sign

Any sign on which copy is changed manually and copy is shown on the same sign face such as reader boards with changeable letters or changeable pictorial panels but not limited to the above. Poster panels and painted boards are not changeable copy signs.

H. Commercial Message

Any sign wording, logo, or other representation that directly or indirectly, names, advertises, or calls attention to a business, product, service, or other commercial activity. This definition does not include company nameplates or logos on instructional signs.

~~**I. Construction Sign**~~

~~A sign on a construction site during the period of construction on which is printed or written the name of the owner, developer, contractor, architect, planner, engineer, or development title.~~

Commented [A04]: Removed to comply with content-neutral standards.

J. Electronically Controlled Message Sign

~~A sign on which the copy changes automatically on a lampbank, such that the message or display does not run continuously in the travel mode, and~~ The portion of a sign message made up of internally illuminated components capable of changing the message periodically, with any message or display ~~remains remaining~~ stationary for a minimum of two seconds. Any sign on which the message or display runs continuously in the travel mode and/or on which any message or display does not remain stationary for a minimum two seconds shall be considered a flashing sign.

Commented [A05]: The definition is updated to reflect changing illumination methods.

K. Flashing Sign

A type of animated sign which contains an intermittent, blinking, scintillating, or flashing light source, or which includes the illusion of intermittent or flashing light, or an externally mounted intermittent light source. An electronically controlled message sign is not a flashing sign.

L. Freestanding or Pole Sign

~~Any sign which is supported by structures or supports which are placed on, or anchored in the ground, and which structures or supports are independent from any building or other structure. Any sign with a sign face mounted on one or more poles in a manner where air or open space exists between the bottom of the sign face area and the surface of the ground or where the sign support structure is less than 75% as wide as the sign face area.~~

Commented [A06]: New definition - 05/22/23

M. Governmental Sign

Any sign erected by or on behalf of a governmental body to post a legal notice, identify public property, convey public information, and direct or regulate pedestrian or vehicular traffic.

N. Ground or Monument Sign

~~Any sign, other than a pole sign, that is attached directly to the ground by means of a supporting system comprised of a solid pedestal or side decorative bracing system. Ground signs are configured so that the base of the sign support structure is at least 75% as wide as the sign face area.~~

Commented [A07]: New definition - 05/22/23

~~N. Identification Sign~~

~~A permanent sign announcing the name of a subdivision, manufactured home park, campground/RV park, multifamily or townhouse development, planned unit development, church, school, park or quasi-public structure or facility, and similar uses permitted in residential zoning districts. Identification signs may be pole or ground mounted.~~

Commented [A08]: Definition is no longer needed since standards for identification signs have been combined with ground or monument signs.

O. Incidental Sign

A sign that provides only information for the convenience and necessity of the public. Company logos may be displayed on such signs but must not occupy

more than 25% of the sign area. Incidental signs include directories, entrance, exit and other necessary directional signs.

P. Marquee Sign

~~A sign attached to or made part of a marquee and generally designed to have changeable copy. A marquee is a permanent roof-like structure projecting beyond a building or extending along and projecting beyond the wall of a building, usually above an entrance to provide protection from the weather.~~

Any sign attached to a marquee for the purpose of identifying a use of property. Sign can be a changeable copy sign but shall not be an electronically controlled message sign.

Commented [AO9]: Minor clarifications. A separate definition already exists for marquee in Article 12.

Q. Menu Sign

A permanent on-premises sign located at businesses that provide drive-up or drive-through services such as fast food restaurants, banks, etc. Menu signs shall be located so as not to create vehicle stacking problems which will interfere with the flow of traffic.

R. Mural

Any hand-produced picture, scene, diagram, work, or visual art painted on any exterior wall of a building, fence, or wall, which does not primarily serve as advertising, and is primarily intended to serve as a work of public art. The name of a business, logo, or other identifying information included with a mural or work of art is considered a sign, must meet the requirements for wall signs, and requires a permit.

Commented [AO10]: New definition

Commented [AO11R10]: "Primarily" inserted after feedback at the May Council meeting - 05/22/23

R. Non-commercial Sign

A sign which has no commercial content, but instead involves only the expression of ideals, opinions, or beliefs.

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S. Nonconforming Sign

Any sign that does not conform to size, height, location, design, construction, or other requirements of this Ordinance. The nonconformity may result from adoption of this Ordinance or any subsequent amendment.

T. On-Premises Sign

A sign that publicizes and directs attention to a profession, commodity, activity, product, service or entertainment conducted, sold or offered upon the nonresidential premises where such sign is located. On-premises signs include freestanding pole and ground mounted signs.

U. Portable Sign

A sign not permanently attached to any surface.

V. Professional or Occupational Sign or Name Plate

A sign that publicizes and directs attention to a home occupation or to a profession.

W. Projecting Sign

Any sign that is end mounted or otherwise attached to an exterior wall of a building that forms an angle of 30 degrees or more with said wall.

~~**X. Real Estate Sign**~~

~~A sign that advertises the sale, rent, or lease of property.~~

Commented [AO12]: Removed to comply with content-neutral standards.

Y. Salvageable Sign Components

Components of the original sign structure prior to the damage that can be repaired or replaced on site by the use of labor only. If any materials, other than nuts, bolts, nails or similar hardware, are required in order to repair a component, the component is not considered to be salvageable.

Z. Sign Area

The area of a sign shall be measured in conformance with the following:

- (1) The area of the face of a sign shall be calculated to include the outermost part that forms the shape or display. Necessary supports and trim moldings shall not be included when calculating the area of the sign. Aprons below advertising signs shall not exceed 3 feet in height. Aprons serve an aesthetic function and shall not be used for any purposes other than to identify, by name, the sign company responsible for the sign.
- (2) In computing the area of a sign, standard mathematical formulas for common regular geometric shapes (triangle, parallelogram, circle and ellipse, or combinations thereof) shall be used.
- (3) In the case of an irregularly shaped sign or a sign with letters and/or symbols affixed to or painted, displayed or incorporated into or upon a wall, canopy, awning or decorative facade of a building, the area of the sign shall be the area within the singular continuous perimeter, outlining the limits of the writing, representation, emblem, or any figure of similar character.
- (4) A double-faced sign with an angle or a spacing between the sign backs shall be considered two separate signs except as otherwise allowed for outdoor advertising signs per Section 6-7.7, A., 5.(c). Outdoor advertising signs (billboards) shall not be stacked, horizontally or vertically.

Commented [AO13]: The definitions for sign area and sign height will be included in Article 12 and also remain in Section 6-7 in a new section for calculation of sign area and height.

AA. Sign Height

The vertical distance measured from the ground elevation where the sign is located, to the highest point of the sign except as follows: When the ground elevation is different from the elevation of an adjacent road, the height of a sign shall be measured from the road elevation of the adjacent road at the edge of the pavement.

AA. Snipe Sign

Any small sign, generally of a temporary nature, tacked, nailed, posted, pasted, glued or otherwise attached to trees, poles, stakes, fences, or other objects not erected, owned and maintained by the owner of the sign. Snipe signs include signs placed in the ground on public property or in the public right-of-way.

Commented [AO14]: New definition.

BB. Suspended Sign

A sign which is suspended from the underside of a horizontal plane surface such as a canopy or marquee and is supported by that surface.

CC. Temporary Signs

~~Temporary signs are those signs that relate to such events as elections, auctions, yard sales, agricultural products sales, annual charitable, civic or fraternal events, horse shows, festivals, bona fide grand openings and model home show openings.~~

Advertising display that appears to be intended, or is determined by the Zoning Administrator, to be displayed for a limited period.

Commented [AO15]: Definition revised to comply with content-neutral standards.

DD. Wall Sign

A sign which is attached to a wall or facade of a building or canopy.

EE. Warning Sign

Any sign with no commercial message that displays information pertinent to the safety or legal responsibilities of the public such as signs warning of 'high voltage', 'no trespassing', and similar directives. ~~Unauthorized and authorized warning signs are addressed in Sections 6-7.3 and 6-7.4.~~

Commented [AO16]: New cross-reference

6-7.66-7.3 Prohibited Signs

The following signs shall not be permitted, erected or maintained within the City of Mebane planning and zoning jurisdiction.

Commented [AO17]: This section has been relocated to improve the flow of the sign regulations.

Descriptive headers have been added to improve organization of the sign ordinance. The list of prohibited signs has been organized alphabetically according to the header.

A. **Driver visual obstructions:** No sign may be located in such a manner as to obscure, or physically interfere with the effectiveness of an official traffic sign, signal or device, obstruct or physically interfere with the driver's view of approaching, merging or intersecting traffic.

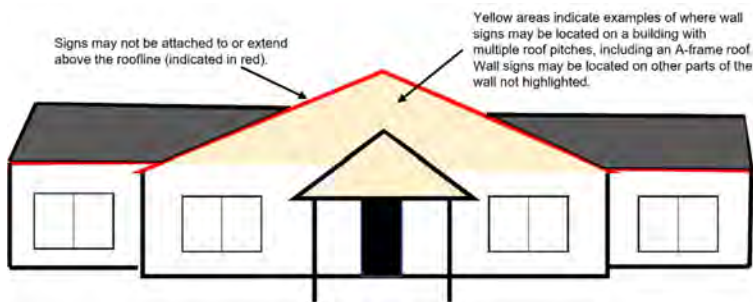
B. **Portable signs:** Portable signs, including signs painted on or displayed on vehicles or trailers used to serve primarily as a sign, except that portable signs used as temporary signs in accordance with Section 6-7.7, J are permitted.

C. **Sign spinners:** Persons spinning, tossing, waving, or moving any device used as advertising signage.

Commented [AO18]: This is a common prohibition in peer communities.

D. **Signs above the roof line:** ~~Signs that extend vertically above the highest portion of the roof of any structure.~~ No wall sign may be attached to a roofline and/or

extended above the highest portion of the roof. The below illustration depicts an example of a building with an A-frame roof.



Commented [AO19]: Clarifying language and a new graphic to assist in the application to A-frame roofs.

- E. **Signs obstructing points of egress:** Signs which obstruct any fire escape, required exit, window, door opening, or wall opening intended as a means of ingress or egress or signs which interfere with any opening required for ventilation.
- F. **Signs on natural features:** Signs erected, maintained, painted or drawn on any tree, rock or other natural feature.
- G. **Signs projecting over the right-of-way:** Signs which project over a public right-of-way, except that the following are allowed with an encroachment agreement issued by the City of Mebane or the North Carolina Department of Transportation:
1. Wall signs may project up to 12 inches over a public street right-of-way in zoning districts which permit structures to be built at the property line adjoining the street;
 2. Signs suspended underneath a canopy or awning may be located over a public sidewalk provided that they are at least 9 feet above the sidewalk;
 3. Projecting signs that comply with the requirements of Section 6-7.7, K are allowed; and
 4. Street banners that comply with the requirements of Section 6-7.4, A are permissible.
- H. **Signs with electronic animation:** Signs with lights, electronic messages, or illuminations which flash, move, rotate, scintillate, blink, flicker, vary in intensity, vary in color, or use intermittent electrical pulsations. Notwithstanding the above, the following signs are allowed if they comply with all requirements of this ordinance: time, temperature, and/or date signs; traditional barber poles; and electronic changeable message signs with copy that changes at frequencies of once every two seconds or more.
- I. **Signs with moving parts:** Signs with moving, revolving or rotating parts, optical illusions or movement or mechanical movements by any description or other apparent movement achieved by electrical, electronic or mechanical means and signs with lights or illuminations which flash, move, rotate, scintillate, blink, flicker, vary in intensity, vary in color or use intermittent electrical pulsations, except for time, temperature, date signs; traditional barber poles; and electronically controlled message signs.

Commented [AO20]: Clarifying language

Commented [AO21]: To prohibit signs that could create distractions for drivers

J. **Snipe signs:** Snipe signs as defined in Article 12 unless expressly permitted as temporary signage.

Commented [AO22]: To prohibit unpermitted and unauthorized signs in rights-of-way, on utility poles, etc.

K. **String lighting:** Strings of light bulbs used in connection with commercial premises for commercial purposes other than traditional holiday decorations. Notwithstanding the above, restaurants, event venues, and similar uses may display non-flashing string lights in outdoor areas.

Commented [AO23]: A statement has been added to allow for string lighting in situations such as outdoor seating.

L. **Unauthorized traffic signs:** No sign shall be erected so that by its location, color, nature, or message it is likely to be confused with or obstruct the view of traffic signals or signs, or is likely to be confused with the warning lights of an emergency or public safety vehicle.

M. **Unauthorized warning signs:** No sign shall make use of the words 'STOP', 'SLOW', 'CAUTION', 'DANGER', or any other word, phrase, symbol, or character in such a manner as is reasonably likely to be confused with traffic directional and regulatory signs.

6-7.56-7.4 Exempt Signs

The following listed signs are permitted in every district ~~subject to all placement and dimensional requirements of this Ordinance~~ and shall comply with the North Carolina Department of Transportation and City of Mebane sight distance and road rights-of-way clearances. The following listed signs shall, however, be exempt from permit and fee requirements, except that any illuminated sign shall require an electrical permit. Exempt signs shall be maintained in good condition and shall not constitute a hazard to safety, health or public welfare. Exempt signs that are found to be in violation shall be ordered corrected or removed.

Commented [AO24]: This section has been relocated to improve the flow of the sign regulations.

Descriptive headers have been added to improve organization of sign ordinance. The list of exempt signs has been organized alphabetically according to the header.

A. **Approved banners:** Banners on or across public street rights-of-way that are expressly approved by the City of Mebane City Manager ~~or~~ and the North Carolina Department of Transportation, as applicable. ~~In addition to approval from the City of Mebane, approval from the North Carolina Department of Transportation is required for banners across public street rights-of-way maintained by the State of North Carolina.~~

Commented [AO25]: Clarifying language added

B. **Copy change-outs:** Changing copy of existing sign(s) without enlarging; however, a drawing of the new sign face must be submitted to the Zoning Administrator prior to changing the sign face.

C. **Directional signs:** Signs directing and guiding traffic and parking on private property, provided such signs bear no advertising matter other than company name, logo and do not exceed 4 square feet in area per display surface and off-premise directional or open house signs not to exceed 4 square feet.

D. **Fence-wrap signs:** Signs affixed to fences surrounding a construction site in accordance with NCGS 160D-908.

Commented [AO26]: Added to recognize State law

E. **Flags and insignia:** Flags and insignia of government, when not displayed in connection with a commercial promotion. Flags, emblems or insignia of corporate, political, professional, fraternal, civic, religious, or educational organizations.

- F. **Governmental signage:** Any sign ~~that is required by law or~~ erected by the City of Mebane or other governmental agencies, such as street signs, public service signs, and historical markers, which contain no commercial advertising matter.
- G. **Hand-carried signs:** ~~Signs that are carried by a person by hand, if they are not displayed in a manner that constitutes a sign spinner as prohibited in Section 6-7.3, C.~~
- H. **Historical markers:** Historical or memorial signs or tablets, and names and construction dates of buildings when cut into any masonry surface.
- I. **Holiday lights and decorations:** Lights and decorations with no commercial message temporarily displayed on traditionally adopted civic, patriotic or religious holidays.
- J. **Incidental signs:** Signs with limited commercial messages that provide information for the convenience and necessity of the public. Company logos must not occupy more than 25% of the sign ~~area.~~
- K. **Interior signs:** Signs located on the interior of buildings, courts, lobbies, stadiums, or other structures that are not intended to be seen from the exterior of such structures
- L. **Legal notices:** ~~Legal notices, bankruptcy, estate and legal sale signs, and traffic directional or regulatory signs erected by or on behalf of a governmental body.~~ Signs erected by, or on behalf of, a government body or judicial body carrying out required public duties including, but not limited to, traffic control devices, legal notices, official notices, or ~~advertisements.~~
- M. **Political signs authorized by N.C. General Statutes:** Political signs sited and maintained in accordance with NCGS 136-~~32.~~
- N. **Property identification:** Signs bearing only property identification numbers and names, post office box numbers of occupants of the premises, or other identification of premises not of a commercial nature, provided such signs are not illuminated and do not exceed 2 signs per zoning lot and 2 square feet in area per display surface.
- O. **Religious symbols:** Religious symbols at a place of worship or at a church-owned or operated facility. Such symbols must meet all setbacks and lighting requirements for signs.
- P. **Signs affixed to vehicles:** Signs affixed to vehicles and trailers used in the normal transport of goods or persons where the sign is incidental and accessory to the primary use of the vehicle or trailer.
- Q. **Signs on dispensers:** Signs painted or attached to vending machines, gas pumps, ice machines, or similar devices which indicate the contents of the machine, name or logo of supplier, the price or operating instructions.
- R. **Temporary signs:**
 1. Temporary signs allowed at any time:

Commented [A027]: Hand-carried signs have previously been listed as exempt. More description has been added.

Commented [A028]: New addition to the list of exempt signs that is consistent with previous definition of incidental sign

Commented [A029]: Revised to include broader language

Commented [A030]: Added in recognition of State law

Commented [A031]: This is a new section. Previously, multiple temporary signs were listed throughout the Exempt Sign section. More details have been added to this new section. Additionally, language has been revised to remain content neutral.

- a. A property owner may place one sign with a sign face no larger than four (4) square feet on residential property at any time.
- b. A property owner may place two signs per street frontage, each no larger than four (4) square feet, on non-residential property at any time. A maximum of four temporary signs is allowed.
- c. Multiple temporary signs **with a noncommercial message** ~~political purpose~~ and no larger than nine (9) square feet in area, may be erected by a property owner on their property for a ninety (90) day period prior to a primary or general election involving candidates for federal, state, or local offices. During this time, a property owner is also allowed one larger sign, not to exceed thirty-two (32) square feet. These signs shall be removed within ten (10) days following the election.

Commented [A032]: After the March 14 Planning Board meeting, language has been added to specify the purpose of the allowance for multiple temporary signs.

Commented [A033R32]: Change from "serving a political purpose" to "with a noncommercial message" - 05/25/2023

Commented [A034]: After the April 10 Planning Board meeting, language recommended by the Planning Board has been added.

- 2. Temporary signs may be located on a property when:
 - a. The property is being offered for sale or lease through a licensed real estate agent or by the owners.
 - b. The signs are removed within 72 hours after the sale, rental, or lease of the property.
 - c. Number: One sign per street frontage.
 - d. Size: Nine square feet in area per display surface. The Zoning Administrator may approve larger signs when needed for large tracts of land for sale, rental, or lease.
- 3. A maximum of two (2) temporary signs, each no greater than thirty-two (32) square feet in area, may be erected during development of a parcel of property. Such signs shall be removed within 72 hours after a request is submitted to the City of Mebane for a final inspection (zoning and/or building) of the property.
- 4. Two temporary signs, each no greater than nine (9) square feet in area, may be erected on a property under renovation or redevelopment. Signs shall be removed within 72 hours after the work is completed.
- 5. Pennants, banners, streamers, spinners, balloons, ~~gas filled figures~~, and other similar devices are prohibited except as temporary signs advertising a temporary event, promotion, or announcement. Such temporary promotional signs may be erected 10 days prior to the event and must be removed within 5 days after the conclusion of the event or promotion advertised but in any event within 40 days after erection.

Temporary signs of this nature may only be utilized four times within any calendar year for any zoning lot or business within the City's zoning jurisdiction. Provided, however, automobile sales lots located in business or industrial districts shall be allowed to utilize pennants, banners, and streamers on an unlimited basis.

Permits are not required, however, the owner or occupant of the premises upon which said signs are located shall maintain a log or other record indicating the date said sign or device was erected and removed. Said record shall be made available to the Zoning Administrator upon his request. Such log or record shall also include other temporary signage located on the premises. The Zoning Administrator may require the immediate removal of any sign or other device not listed within said record. In the event of a violation of the requirements of this section, including a failure to maintain the required record, no temporary signs to which this Ordinance applies may be utilized on the lot or business in question for a period of twelve months. Provided, however, the signs and devices referred to above may only be utilized in commercial and industrial zoning districts and may not be displayed in residential zoning districts.

S. **Warning signs:** Any warning signs, utility sign, signs for public use, and no trespassing, no hunting, or neighborhood watch signs ~~shall contain with~~ no commercial message.

~~F. Real estate signs advertising the sale, rental, or lease of the premises on which said signs are located, provided such signs do not exceed one sign per street frontage or one sign per 400 feet of street frontage or six square feet in area per display surface.~~

Commented [A035]: Sections F-J have been relocated to a single section on temporary signage.

~~— The Zoning Administrator shall approve larger signs when needed for large tracts of land for sale, rental or lease. Any advertisement, sign, placard or other advertising device designed or intended to solicit offers for sale or purchase of unimproved real property in the City of Mebane or its extra-territorial jurisdiction and which states or implies that the property is suitable for commercial, multi-family or industrial use shall prominently display the current zoning classification of the property.~~

~~G. All real estate signs are to be removed after sale, rental, or lease of the premises within 72 hours.~~

~~H. Construction site identification signs whose message is limited to identification of architects, engineers, contractors, and other individuals or firms involved with the construction, the name of the building, the intended purpose of the building, and the expected completion date, provided such signs do not exceed 32 square feet in area per display surface, are not erected before issuance of a building permit, and are removed within seven days of issuance of a Certificate of Occupancy, or when a development is 90 percent built out. Construction signs in residential zones shall not be illuminated or reflectorized.~~

~~I. Temporary political yard signs advertising candidates or issues, provided such signs do not exceed one sign per candidate per zone lot or 4 square feet in area~~

~~per display surface, are not erected prior to 60 days before the appropriate election, and are removed within 4 days after the election. No sign shall be attached to utility poles, traffic regulatory signs, or other publicly maintained structures.~~

~~J. Public event announcements by public or non-profit organizations of special events or activities of interest to the general public, provided such signs do not exceed one sign per site of such events or activities or 12 square feet in area per display surface, and are removed within 14 days of erection.~~

~~N. Works of art with no commercial message.~~

~~T. Window signs painted on the inside of a window.~~

~~V. All other temporary signs not specified elsewhere in this Section shall not be placed on the premises more than 30 days prior to the temporary event and must be removed within 10 days following the temporary event. Such signs are limited to 12 square feet in area and 4 feet maximum height. Such temporary signs shall not be illuminated.~~

Commented [AO36]: New standards have been added to require permits for wall murals.

Commented [AO37]: New standards have been added to address window signage.

Commented [AO38]: A new section has been added for temporary signage.

6-7.46-7.5 General Sign Standards

Commented [AO39]: This section has been relocated to improve the flow of the sign regulations.

Descriptive headers have been added to improve organization of sign ordinance

A. **Wind Loads:** All signs, except for those attached flat against the wall of a building, shall be constructed to withstand minimum wind loads as specified by the North Carolina State Building Code. Sufficient documentation shall be submitted to the Zoning Administrator for review to assure that wind and stress requirements have been met prior to any permit being issued. Such documentation shall be signed and sealed by a registered North Carolina architect or engineer.

B. **Building & Electrical Code:** All signs shall be installed and maintained in compliance with the North Carolina State Building Code and the National Electrical Code and shall have appropriate permits and inspections. Electrical signs and fixtures shall bear labels of a nationally accepted testing laboratory.

C. **Sign Maintenance:** All signs shall be maintained in a state of good repair and shall present a neat, well-kept appearance.

D. **Sign Illumination:**

Commented [AO40]: All standards relating to illumination have been organized into a single list.

1. All lights used for the illumination of a sign shall be shielded so that the light will not shine directly on surrounding areas or create a traffic hazard or distraction to operators of motor vehicles. ~~on the public thoroughfares~~

Commented [AO41]: Removed to apply to all streets.

2. Illuminated signs may have either an exterior or interior source of illumination, unless otherwise prohibited herein. ~~All wiring, grounding, etc. for illuminated signs shall meet the requirements of the National Electric Code.~~

Commented [AO42]: Removed since it duplicates information (See Section B)

3. Except as specifically provided for herein, externally illuminated signs shall be lighted from the top of the sign downward to reduce light pollution.

4. The maximum lamp wattage permitted for a sign with external illumination shall not exceed two watts per square foot of sign face

area except that signs less than eight feet in height or less than 50 square feet in sign face area may be illuminated by ground mounted uplighting not exceeding 100 lamp watts per sign face. The Zoning Administrator is authorized to order a change in the illumination of any sign that becomes a hazard or a nuisance.

5. **The use of neon to illuminate a sign shall be evaluated according to the standards specified in Section 6-7.7, H.**
6. Electronically controlled message signs shall include mechanisms, such as dimmer controls and photo cells, to appropriately adjust display brightness as ambient light levels change.
7. Illuminated signs in O&I zoning districts within 200 feet of property zoned or used for residential purposes shall be turned off by 11:00 pm. provided the institution or business is not in operation at the time.

Commented [A043]: New standards for signs using neon for illumination are provided.

- G. **Number of Display Surfaces:** No sign shall have more than two display surfaces.
- H. **Repair of Hazardous Signs:** The Zoning Administrator or designee shall have the authority to order the painting, repair, alteration or removal of a sign, at the expense of the owner of such sign, which shall constitute a hazard to safety, health or public welfare by reasons of inadequate maintenance, dilapidation or obsolescence. The existence of a sign or its support structure with no message display for a period of 90 days shall be justification to declare the sign abandoned and require its removal.
- I. **Unpermitted Signs:** Any sign erected without proper permits or in violation of this Section shall be brought into compliance within 30 days of notification by the Zoning Administrator or said sign shall be removed immediately.
- J. **Sign Projection:** Any permitted sign projection over a public sidewalk shall be no lower than 9 feet above the level of the sidewalk or lower than 14 feet above the level of a vehicular driveway. An encroachment agreement must be obtained from the North Carolina Department of Transportation.
- K. **Vision Clearance:** No sign or sign structure shall be erected, constructed, or maintained so as to interfere with vision clearance along any street or highway or at any intersection of two or more streets or highways. No sign shall be located within a sight distance triangle of 10 feet x 70 feet at the intersection of public streets nor within a sight distance triangle of 10 feet x 35 feet at a point where driveways and private street rights-of-way intersect with public and private street rights-of-way. No sign or sign structure may be located within a street or street right-of-way except as allowed over sidewalks in subsection J above and in Section 6-7.5, W.
- L. **Noncommercial Speech:** Whenever the ordinance permits a commercial sign, a non-commercial message may be substituted for the commercial message. The right to substitute the non-commercial message does not waive any other requirement imposed by the UDO as to the number, size, type, construction, location, lighting, safety or other regulated attribute.

Amended June 6, 2022

6-7.6 Calculations and Measurements

Commented [AO44]: This is proposed as a new section. No changes are proposed to the definitions or calculations of sign area and height.


A. Sign Area: The area of a sign shall be measured in conformance with the following:

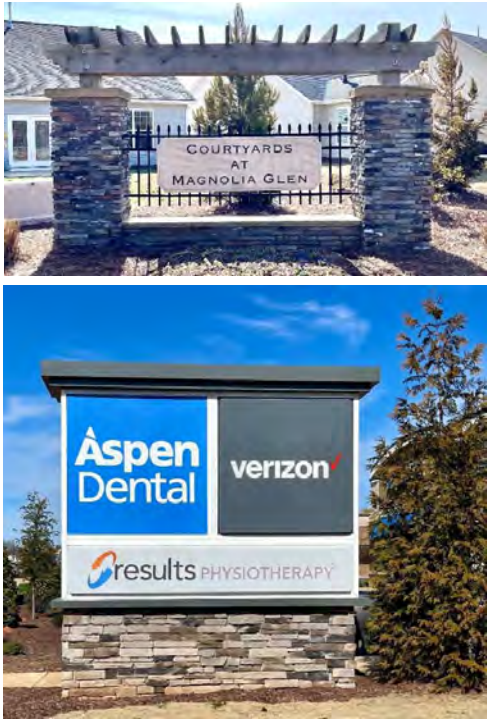
1. The area of the face of a sign shall be calculated to include the outermost part that forms the shape or display. Necessary supports and trim moldings shall not be included when calculating the area of the sign. Aprons below advertising signs shall not exceed 3 feet in height. Aprons serve an aesthetic function and shall not be used for any purposes other than to identify, by name, the sign company responsible for the sign.
2. In computing the area of a sign, standard mathematical formulas for common regular geometric shapes (triangle, parallelogram, circle and ellipse, or combinations thereof) shall be used.
3. In the case of an irregularly shaped sign or a sign with letters and/or symbols affixed to or painted, displayed or incorporated into or upon a wall, canopy, awning or decorative facade of a building, the area of the sign shall be the area within the singular continuous perimeter, outlining the limits of the writing, representation, emblem, or any figure of similar character.
4. A double-faced sign with an angle or a spacing between the sign backs shall be considered two separate signs except as otherwise allowed for outdoor advertising signs in Section 6-7.7, I. Outdoor advertising signs (billboards) shall not be stacked, horizontally or vertically.

B. Sign Height: The vertical distance measured from the ground elevation where the sign is located, to the highest point of the sign except as follows: When the ground elevation is different from the elevation of an adjacent road, the height of a sign shall be measured from the road elevation of the adjacent road at the edge of the pavement.

6-7.7 Sign Placement, Size, Height, Setback, Separation, Clearance, and Construction by Sign Type

Commented [A045]: Standards by sign type are reorganized in a table that includes example photos and uniform listing of standards.

SIGN TYPE	STANDARDS
<p>A. Awning or Canopy Sign 1. Where Permitted: O&I, B-1, B-2, B-3, LM, HM</p> <p>Example:</p> 	<p>2. Maximum Number: One sign for single-occupancy building. For a multiple occupancy building, one sign for each occupant entrance.</p> <p>3. Illumination Method: None permitted.</p> <p>4. Maximum Sign Area: 9 square feet</p> <p>5. Maximum Height: 12 inches</p> <p>6. Setbacks: N/A</p> <p>7. Clearance: Awnings shall clear sidewalks and pedestrian paths by a height of at least 9 ft.</p> <p>8. Landscaping: N/A</p> <p>9. Notes:</p> <ul style="list-style-type: none"> a) A sign attached to the underside of an awning or canopy is a suspended sign and subject to the those requirements of subsection E above.

SIGN TYPE	STANDARDS
<p>B. Ground or Monument Sign</p> <p>1. Where Permitted: All zoning districts</p> <p>Example:</p> 	<p>2. Maximum Number: One sign per adjoining street frontage, except residential subdivisions may have one sign per entrance.</p> <p>3. Illumination Method:</p> <ul style="list-style-type: none"> a) Residential: External only. b) Nonresidential: Internal or external <p>4. Maximum Sign Area:</p> <ul style="list-style-type: none"> a) Residential: 32 square feet b) Nonresidential, Single Tenant: 50 square feet c) Nonresidential, Multi-Tenant: 100 square feet <p>5. Maximum Height:</p> <ul style="list-style-type: none"> a) Residential: 8 feet b) Nonresidential, Single Tenant: 12 feet c) Nonresidential, Multi-Tenant: 35 feet <p>6. Setbacks: 10 ft. separation from right-of-way, property lines, and structures. Minimum separation from utility lines shall be in compliance with the requirements of the utility having jurisdiction.</p> <p>7. Clearance: Signs shall clear driveway and parking areas by a height of at least 14 ft. and shall clear sidewalks and pedestrian paths by a height of at least 9 ft.</p> <p>8. Landscaping: Base of sign shall be landscaped.</p> <p>9. Notes:</p> <ul style="list-style-type: none"> b) Freestanding signs are not permitted on the same street frontage of a building along which there is a projecting sign. c) No unfinished surfaces or structures shall be exposed on a sign. d) The zone lot on which a ground or monument freestanding sign is located shall have frontage on a public street be accessible by automobile and contain off-street parking for the principal use(s). e) Changeable copy (either electronic or manual) is a permitted sign face. f) The City Council may permit increases in sign height and sign area as conditions of approval for rezoning and special use requests.



Commented [AO46]: The current ordinance distinguishes between monument signs and identification signs. This proposal is to combine those sign types into a single category. To present a cleaner markup, text from both existing standards is not included. The following pages include the current sign standards.

Commented [AO47]: Current standards use the same sign area and height calculations for ground/monument signs and pole signs. Smaller sign areas are proposed for nonresidential ground/monument signs and a height reduction is proposed for signs used for a single business.

Commented [AO48]: Landscaping is proposed to be required for ground/monument signs.

Commented [AO49]: This is currently allowed and language has been included to communicate this better.

Commented [AO50]: Language to allow the City Council to consider signage for larger and mixed-use developments - 05/25/2023

SIGN TYPE	STANDARDS
<p>C. Freestanding or Pole Sign</p> <p>1. Where Permitted: B-2, LM, HM, O&I, B-3, Permissible in B-1 districts only if off-street parking is available on-site.</p> <p>Example:</p>  	<p>2. Maximum Number: One sign per adjoining street frontage for each zone lot.</p> <p>3. Illumination Method: Signs taller than six feet shall only be internally illuminated. Signs with a height of six feet or less shall only be externally illuminated.</p> <p>4. Maximum Sign Area: 15 200 square feet, except that within 400 feet of the right-of-way of interstate highways and interchanges, the maximum sign area shall be 200 300 square feet.</p> <p>5. Maximum Height: 6 35 feet, except that within 400 feet of the right-of-way of interstate highways and interchanges, the maximum height shall be 35 60 feet.</p> <p>6. Setbacks: 10 ft. separation from right-of-way, property lines, and structures. Minimum separation from utility lines shall be in compliance with the requirements of the utility having jurisdiction.</p> <p>7. Clearance: Signs shall clear driveway and parking areas by a height of at least 14 ft. and shall clear sidewalks and pedestrian paths by a height of at least 9 ft.</p> <p>8. Landscaping: N/A</p> <p>9. Notes:</p> <ol style="list-style-type: none"> Freestanding signs are not permitted on the same street frontage of a building along which there is a projecting sign. No unfinished surfaces or structures shall be exposed on a sign. The zone lot on which a pole freestanding sign is located shall have frontage on a public street be accessible by automobile and contain off-street parking for the principal use(s). Changeable copy (either electronic or manual) is a permitted sign face. Multiple tenant sign faces are not permitted on a pole sign. Pole signs not located within 400 feet of the interstate or interchanges must be supported by two posts or follow the standards of professional or occupational signs. The City Council may permit increases in sign height and sign area as conditions of approval for rezoning and special use requests.

Commented [A051]: O&I Zoning supports more professional uses that are less likely to use a pole sign (e.g. medical offices on S Fifth).

B-3 Zoning is neighborhood business. Pole signs in an area mixed with residential and business uses would be less harmonious.

B-1 Zoning is used in Downtown Mebane. As a walkable area, other types of signs are better suited to the pedestrian-oriented environment.


Commented [A052R51]: Given the proposed changes to sign area, sign height, and requirement for two posts, staff proposes to allow smaller freestanding signs in all nonresidential zoning districts.

Commented [A053]: Mebane currently allows some of the highest and largest pole signs among communities in Alamance County. A reduction in height and area is proposed.



Commented [A054]: This is currently allowed and language has been included to communicate this better.

Commented [A055]: This language is added to discourage large pole signs advertising multiple tenants.



Commented [A056]: Language to allow the City Council to consider signage for larger and mixed-use developments - 05/25/2023

SIGN TYPE	STANDARDS
<p>D. Gas Canopy Sign</p> <p>1. Where Permitted: B-1, B-2, B-3, LM, HM</p> <p>Example:</p> 	<p>2. Maximum Number: One sign per canopy face</p> <p>3. Illumination Method: Internal only</p> <p>4. Maximum Sign Area: 9 square feet</p> <p>5. Maximum Height: Sign shall be erected on the canopy covering individual gas pumps. Sign shall not extend above the canopy.</p> <p>6. Setbacks: N/A</p> <p>7. Clearance: N/A</p> <p>8. Landscaping: N/A</p>

Commented [A057]: This is a new sign type.


SIGN TYPE	STANDARDS
<p>E. Marquee Sign 1. Where Permitted: O&I, B-1, B-2, B-3, LM, HM</p> <p>Example:</p> 	<p>2. Maximum Number: One sign per premises</p> <p>3. Illumination Method: Internal only.</p> <p>4. Maximum Sign Area: The allowable sign area is calculated at one square foot of sign area per linear foot of building frontage. The maximum allowed sign area is 200 square feet.</p> <p>5. Maximum Height: The height of a marquee sign shall not exceed the height of the marquee.</p> <p>6. Setbacks: N/A</p> <p>7. Clearance: N/A</p> <p>8. Landscaping: N/A</p> <p>9. Notes:</p> <ul style="list-style-type: none"> a) A marquee sign may be substituted for a standard wall sign but in no case shall there be both a marquee and wall sign on the same building wall.
<p>F. Menu Board Sign 1. Where Permitted: O&I, B-1, B-2, B-3, LM, HM</p> <p>Example:</p> 	<p>2. Maximum Number: Two</p> <p>3. Illumination Method: Internal only.</p> <p>4. Maximum Sign Area: 32 square feet per sign</p> <p>5. Maximum Height: 6 feet</p> <p>6. Setbacks: 10 ft. from all property lines</p> <p>7. Clearance: Minimum of 12 inches from ground level.</p> <p>8. Landscaping: N/A</p> <p>9. Notes:</p> <ul style="list-style-type: none"> a) Menu board signs shall be located so as not to be legible from a public street right-of-way or adjacent property.


Commented [A058]: Updated to match with new maximum for wall signs.

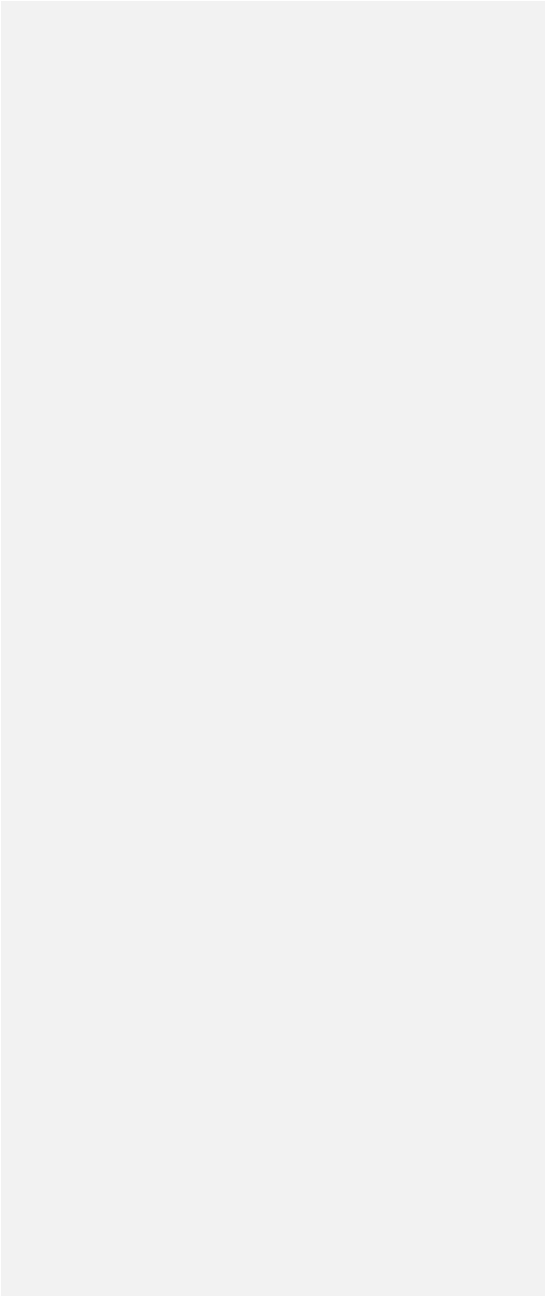
SIGN TYPE	STANDARDS
<p>G. Mural</p> <p>1. Where Permitted: B-1, B-2</p> <p>Example:</p> 	<p>2. Maximum Number: One wall mural on one façade is allowed per structure</p> <p>3. Illumination Method: No illumination is allowed.</p> <p>4. Maximum Sign Area: N/A</p> <p>5. Maximum Height: N/A</p> <p>6. Setbacks: N/A</p> <p>7. Clearance: N/A</p> <p>8. Landscaping: N/A</p> <p>9. Notes:</p> <ul style="list-style-type: none"> a) The materials used should be appropriate for outdoor use. b) The colors used should be harmonious with the exterior colors of the building and general area. Neon, fluorescent, or reflective colors or materials are not permitted. c) The name of a business, logo, or other identifying information included with a mural or work of art must meet the requirements for wall signs.
<p>H. Neon Sign</p> <p>1. Where Permitted: B-1, B-2</p> <p>Example:</p> 	<p>2. Maximum Number: One neon sign per structure.</p> <p>3. Illumination Method: No more than three colors may be used.</p> <p>4. Maximum Sign Area, Height, Setbacks, Clearance: Refer to the applicable standards (i.e., freestanding sign, wall sign, etc.)</p> <p>5. Notes:</p> <ul style="list-style-type: none"> a) Neon is prohibited on property within 150 feet of residentially-used or -zoned property.


Commented [AO59]: This is a new set of standards.

Commented [AO60]: This is a new set of standards.

SIGN TYPE	STANDARDS
<p>I. Outdoor Advertising Sign (Billboards)</p> <p>1. Where Permitted: LM, HM, if located within 400 feet of on/off ramps of an Interstate Highway</p> <p>Example:</p> 	<p>2. Maximum Number: One</p> <p>3. Illumination Method: Outdoor advertising signs may be illuminated provided such illumination is placed and shielded so as to prevent direct rays of illumination from being cast on nearby properties and/or motor vehicles approaching on a public way from any direction. All externally illuminated outdoor advertising signs shall be lighted from the top of the sign downward to reduce light pollution. No rotating, revolving, flashing, or intermittent lighting devices shall be attached to or made a part of any billboard.</p> <p>4. Maximum Sign Area: 400 square feet</p> <ul style="list-style-type: none"> a) Top outs and side outs are permitted in addition to the above sign area dimensions. Top outs and side outs shall be confined to the immediate plane of the sign and may extend above and/or to the side of the sign face a maximum of two feet. Top outs and side outs shall not exceed a total of 32 square feet in area. b) Double-faced, back-to-back signs may be permitted provided that each individual sign face does not exceed the maximum display area requirements in subsection (a) above. A double-faced sign with an angle or spacing between the sign backs shall be considered as one sign (amended April 7, 2008). <p>5. Maximum Height: 60 feet</p> <p>6. Setbacks: Front and rear setbacks shall be the same as required in Table 4-2-1 for a principal building in the zoning district in which located. Billboards shall be set back a minimum of 25 from a side property line and 100 feet from an adjoining residentially-used or -zoned side property line.</p> <p>9. Notes:</p> <ul style="list-style-type: none"> a) Minimum separation from another billboard: 1,000 feet radius of another billboard. b) Construction: Billboards shall be constructed of metal with only one pole. Billboards shall not be stacked, horizontally or vertically. c) Minimum separation from utility lines shall be in compliance with the requirements of the utility provider having jurisdiction. d) Minimum requirements contained within the North Carolina Outdoor Advertising Control Act (North Carolina General Statute 136-126 et seq.) which are more stringent or in addition to those contained in this Section shall apply. e) Dilapidated and Abandoned Signs: If at any time a billboard falls into a state of dilapidation, disrepair, or becomes abandoned or discontinued as defined by the latest edition of Regulations for the Control of Outdoor Advertising in North Carolina by the North Carolina Department of Transportation, the permits for such sign shall be revoked.


SIGN TYPE	STANDARDS
<p>J. Portable Sign (A- and T-shaped signs) 1. Where Permitted: B-1</p> <p>Example:</p> 	<p>2. Maximum Number: One per street frontage or business</p> <p>3. Illumination Method: No illumination is allowed.</p> <p>4. Maximum Sign Area: 8 square feet</p> <p>5. Maximum Height: 4 feet</p> <p>6. Setbacks: Shall not impede vehicular view or pedestrian circulation along public streets or sidewalks</p> <p>7. Clearance: N/A</p> <p>8. Landscaping: N/A</p> <p>9. Notes:</p> <ul style="list-style-type: none"> a) Portable signs can only be displayed in the B-1 Zoning District during normal business hours. b) Portable signs may be displayed in other zoning districts to announce public events or as temporary signage in accordance with this ordinance. c) The Zoning Administrator shall require the removal of portable signs found to be in violation.

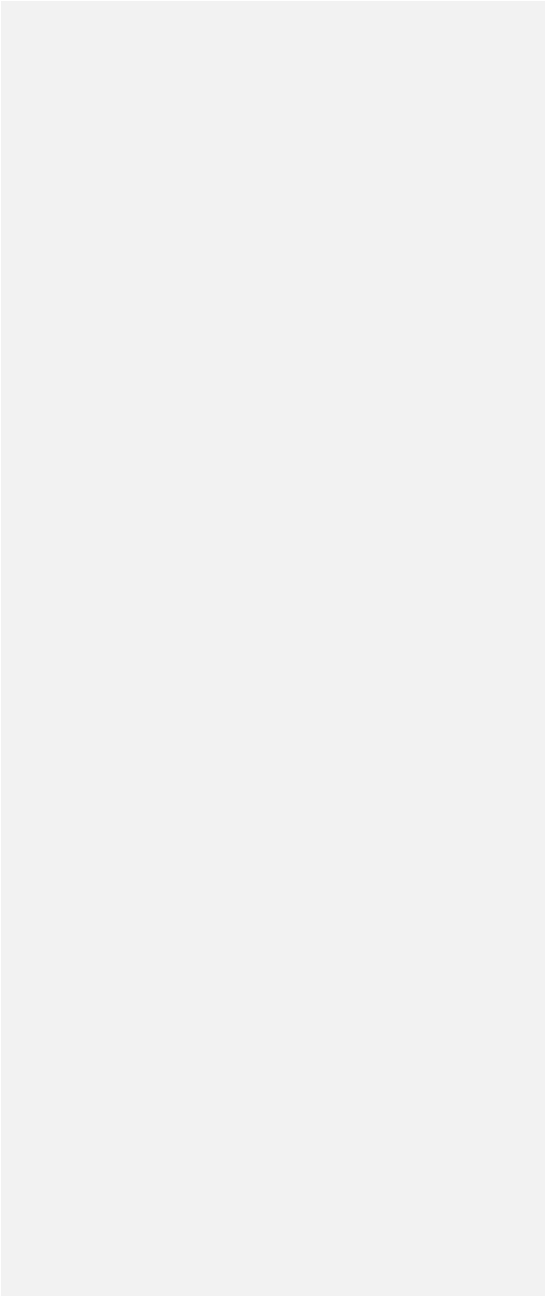



SIGN TYPE	STANDARDS
<p>K. Professional or Occupational Signs or Name Plates</p> <p>1. Where Permitted: All zoning districts</p> <p>Example:</p> 	<p>2. Maximum Number: One per business or establishment</p> <p>3. Illumination Method: No illumination is allowed.</p> <p>4. Maximum Sign Area: 3 square feet</p> <p>5. Maximum Height: 30 inches if ground mounted, signs in this category may also be mounted flush against the structure.</p> <p>6. Setbacks: No sign shall be located within a street right-of-way. However, in any area in which a curb or the edge of the street pavement lies less than 5 feet from a street right-of-way, no on-premises sign shall be located closer than 5 feet to such right-of-way.</p> <p>7. Clearance: N/A</p> <p>8. Landscaping: N/A</p> <p>9. Notes:</p> <ul style="list-style-type: none"> a) Professional or Occupational Signs may be mounted to a single post in the ground.

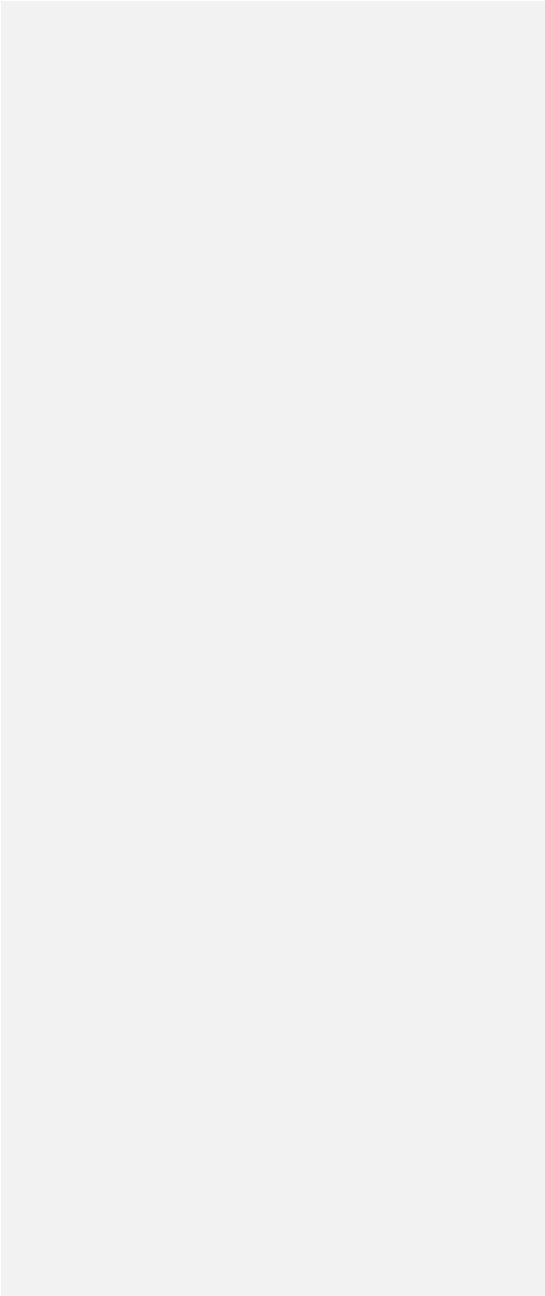
Commented [A061]: This sign type was mistakenly not included with the amendments previously presented. Most of the standards match with what is in the City's current sign ordinance. 05/22/23


Commented [A062]: Clarifying language added to allow "Post & Arm" or "Swing Arm" signs. 05/22/23

SIGN TYPE	STANDARDS
<p>L. Projecting Sign 1. Where Permitted: O&I, B-1, B-2, B-3, LM, HM</p> <p>Example:</p> 	<p>2. Maximum Number: One sign per street frontage or business. No projecting sign shall be located closer than 50 feet to any other projecting sign.</p> <p>3. Illumination Method: No illumination is allowed.</p> <p>4. Maximum Sign Area: 16 square feet</p> <p>5. Maximum Height: No projecting sign shall extend above the soffit, parapet, or eave line, as appropriate, of the building to which it is attached.</p> <p>6. Setbacks: Projecting signs shall project no more than 5 feet from the building to which they are attached and shall not extend beyond the inner edge of the curb line.</p> <p>7. Clearance: Projecting signs shall clear sidewalks and pedestrian paths by a height of at least 9 feet.</p> <p>8. Landscaping: N/A</p> <p>9. Notes:</p> <ol style="list-style-type: none"> The building to which a projecting sign is attached shall be 20 feet or more in width. No projecting sign shall be permitted on the same street frontage along which there is a freestanding sign. Projecting signs shall not be located at the intersection of building corners except at right angles to a building façade. The message of projecting signs shall be limited to the name(s) of the establishment(s) located on the zone lot and/or the name of a multi-use development located thereon.



SIGN TYPE	STANDARDS
<p>M. Suspended Sign</p> <p>1. Where Permitted: O&I, B-1, B-2, B-3, LM, HM</p> <p>Example:</p> 	<p>2. Maximum Number: One sign for a single-occupancy building. For a multiple occupancy building, one sign for each occupant entrance.</p> <p>3. Illumination Method: No illumination is allowed.</p> <p>4. Maximum Sign Area: Where there are none, new suspended signs shall be no more than 10 inches high and 3 feet long.</p> <p>5. Maximum Height: 10 inches</p> <p>6. Setbacks: N/A</p> <p>7. Clearance: Suspended signs shall clear the ground and sidewalk by at least 9 feet.</p> <p>8. Landscaping: N/A</p> <p>9. Notes:</p> <ul style="list-style-type: none"> a) Suspended signs shall conform in size and appearance to existing signs under the same marquee or awning.




SIGN TYPE	STANDARDS
<p>N. Wall Sign</p> <p>1. Where Permitted: B-1, B-2, B-3, LM, HM. Permissible in O&I districts only on the front wall of buildings.</p> <p>Example:</p> 	<p>2. Maximum Number: One primary sign per building or unit façade. Secondary signs are allowed as described.</p> <p>3. Illumination Method: Internal illumination is allowed. External illumination is allowed if directed downward.</p> <p>4. Maximum Sign Area: One square foot of sign area for every linear foot of building façade or 32 square feet, whichever is greater. In no case shall the area of a single wall sign exceed 200 square feet. For buildings of four or more stories, the allowable sign area increases to 1.5 square feet of sign area for every linear foot of building façade.</p> <p>5. Maximum Height: No wall sign shall extend above the soffit, parapet, or eave, as appropriate of the building wall to which it is attached. If the building consists of more than two stories, wall signs shall not extend above the second story.</p> <p>6. Setbacks: N/A</p> <p>7. Clearance: N/A</p> <p>8. Landscaping: N/A</p> <p>9. Notes:</p> <ul style="list-style-type: none"> a) No wall sign shall protrude more than 12 inches from the wall to which it is attached. b) Wall signs, or portions thereof, placed between window spandrels shall not exceed in height two-thirds (2/3) of the height of the spandrels. c) Wall signs shall not cover or interrupt major architectural features. d) In industrial zoning districts, wall signs on the side of buildings adjacent to lots zoned residential are permitted only when the building is at least 50 feet from the side lot line of the residential lot. e) A maximum of two secondary signs are allowed for building facades of more than 75 linear feet. Secondary signs must be at least 15 feet from the primary sign and are limited to 50% of the sign area for the primary sign.

Commented [A063]: Clarification that wall signs are allowed per unit. New standards are included for secondary signs.

Commented [A064]: New language to better clarify minimum and maximum sign areas. The maximum for a single sign has increased to 200 square feet. Additional language has been added to allow buildings of four or more stories additional sign area.

Commented [A065]: This standard is deleted to allow for signs above the second story.

Commented [A066]: New language is proposed to allow for smaller, secondary signs on larger facades.

SIGN TYPE	STANDARDS
<p>O. Window Sign</p> <p>1. Where Permitted: O&I, B-1, B-2, B-3, LM, HM.</p> <p>Example:</p> 	<p>f) Two additional wall signs, conforming with the allowable sign area established for secondary signs, will be permitted on a structure if a property owner elects to install a ground sign instead of a freestanding pole sign or to replace an existing freestanding pole sign with a ground sign.</p> <p>2. Maximum Number: See sign area.</p> <p>3. Illumination Method: Neon signs and LED signs may only cover 10% of the window area of a building façade.</p> <p>4. Maximum Sign Area: Signage applied to the inside or outside of windows and visible from the exterior of the building shall not cover more than 30% of the window area of a building façade.</p> <p>5. Maximum Height: Window signs are only permitted on the ground level.</p> <p>6. Setbacks: N/A</p> <p>7. Clearance: N/A</p> <p>8. Landscaping: N/A</p> <p>9. Notes:</p> <p>a) Door and window signs less than 10% of the window area do not require permitting.</p>

Commented [A067]: Incentive language is proposed to encourage ground and monument signs.

Commented [A068R67]: Remove given the proposal to no longer allow large pole signs beyond 400' of the interstate - 05/22/23.

Commented [A069]: These are new sign standards.

6-7.8 Nonconforming Signs

It is the intent of this Ordinance to permit signs that were lawful before the effective date of this Ordinance to remain in service. Specific provisions regarding nonconforming signs are delineated in Section 10-7, Nonconforming Signs.

~~A. Outdoor Advertising Signs (Billboards)~~

- ~~1. Permissible Zoning Districts: HM and LM within 400 feet of the on and off ramps of an interstate highway (amended April 7, 2008).~~
- ~~2. Maximum height: 60 feet.~~
- ~~3. Minimum separation from another billboard: 1,000 feet radius of another billboard.~~
- ~~4. Minimum setback: Front and rear setbacks shall be the same as required in Table 4-2-1 for a principal building the zoning district in which located. Billboards shall be set back a minimum of 25 from a side property line and 100 feet from an adjoining residentially used or zoned side property line.~~
- ~~5. Maximum sign display area:
 - ~~(a) 400 square feet in area.~~
 - ~~(b) Top outs and side outs are permitted in addition to the above sign area dimensions. Top outs and side outs shall be confined to the immediate plane of the sign and may extend above and/or to the side of the sign face a maximum of two feet. Top outs and side outs shall not exceed a total of 32 square feet in area.~~
 - ~~(c) Double faced, back to back signs may be permitted provided that each individual sign face does not exceed the maximum display area requirements in subsection (a) above. A double faced sign with an angle or spacing between the sign backs shall be considered as one sign (amended April 7, 2008).~~~~
- ~~6. Construction: Billboards shall be constructed of metal with only one pole. Billboards shall not be stacked, horizontally or vertically.~~
- ~~7. Minimum separation from utility lines shall be in compliance with the requirements of the utility provider having jurisdiction.~~
- ~~8. All structures, blank surfaces, backs and supports shall be uniformly painted in a neutral finish when exposed to any road and shall be maintained in good repair.~~

Commented [A070]: Previous format of sign standards. The standards have been incorporated into a new table and edits to those standards are denoted in the table.

9. ~~Minimum requirements contained within the North Carolina Outdoor Advertising Control Act (North Carolina General Statute 136-126 et seq.) which are more stringent or in addition to those contained in this Section shall apply.~~
10. ~~Outdoor advertising signs may be illuminated provided such illumination is placed and shielded so as to prevent direct rays of illumination from being cast on nearby properties and/or motor vehicles approaching on a public way from any direction. All externally illuminated outdoor advertising signs shall be lighted from the top of the sign downward to reduce light pollution. No rotating, revolving, flashing, or intermittent lighting devices shall be attached to or made a part of any billboard.~~
11. ~~Dilapidated and Abandoned Signs: If at any time a billboard falls into a state of dilapidation, disrepair, or becomes abandoned or discontinued as defined by the latest edition of *Regulations for the Control of Outdoor Advertising in North Carolina* by the North Carolina Department of Transportation, the permits for such sign shall be revoked.~~

~~B. On-Premises Signs (freestanding pole or ground mounted on-premises signs unless otherwise specified)~~

1. ~~Permissible Zoning Districts: O&I, B-2, B-3, HM and LM districts. Permissible in B-1 districts only if off-street parking is available on-site.~~
2. ~~Maximum height:
 - (a) ~~In B-1 and O&I zoning districts: 12 feet.~~
 - (b) ~~In B-3 zoning districts: 20 feet.~~
 - (c) ~~In B-2, HM, and LM zoning districts: 35 feet except that within 400 feet of the right-of-way of interstate highways and interchanges, the maximum height shall be 60 feet.~~~~
3. ~~Maximum sign area:
 - (a) ~~In B-1 zoning districts: 48 square feet.~~
 - (b) ~~In B-3 zoning districts: 60 square feet.~~
 - (c) ~~In O&I, B-2, HM, and LM zoning districts: 200 square feet except that within 400 feet of the right-of-way of interstate highways and interchanges, the maximum sign area shall be 300 square feet.~~~~

4. ~~Maximum number of freestanding or ground-mounted on-premises signs per parcel: one sign per adjoining public street frontage for each zone lot.~~
5. ~~Freestanding signs are not permitted on the same street frontage of a building along which there is a projecting sign.~~
6. ~~Minimum separation from rights of way, property lines and structures: 10 feet.~~
7. ~~Minimum separation from utility lines shall be in compliance with the requirements of the utility having jurisdiction.~~
8. ~~No unfinished surfaces or structures shall be exposed on on-premises signs.~~
9. ~~The zone lot on which a freestanding sign is located shall be accessible by automobile and contain off-street parking for the principal uses(s).~~
10. ~~Freestanding signs shall clear driveway and parking areas by a height of at least 14 feet and shall clear sidewalks and pedestrian paths by a height of at least 9 feet.~~

C. Wall Signs

1. ~~Permissible Zoning Districts: B-1, B-2, B-3, HM, and LM districts. Permissible in O&I districts only on the front wall of buildings.~~
2. ~~Maximum sign area: One square foot of sign area per linear foot of building per building side or a maximum of 160 square feet per building wall. Sign footage permitted per building side may not be used on other than that building side (no transfers or cumulative totals). The minimum guaranteed wall signage area at any individual premises is 32 square feet.~~
3. ~~No wall sign shall protrude more than 12 inches from the wall to which it is attached.~~
4. ~~No wall sign shall extend above the soffit, parapet, or eave line, as appropriate of the building to which it is attached. If the building consists of more than two stories, wall signs shall not extend above the second story.~~
5. ~~Wall signs, or portions thereof, placed between window spandrels shall not exceed in height two thirds (2/3) of the height of the spandrels.~~
6. ~~Wall signs shall not cover or interrupt major architectural features.~~

~~7. In industrial zoning districts, wall signs on the side of buildings adjacent to lots zoned residential are permitted only when the building is at least 50 feet from the side lot line of the residential lot.~~

~~8. Wall signs on the side of buildings in O & I zoning districts are not permitted.~~

D. Projecting Signs

~~1. Permissible Zoning Districts: O&I, B-1, B-2, B-3, HM, and LM districts.~~

~~2. Maximum sign area: 16 square feet.~~

~~3. Projecting signs shall be limited to one sign per street frontage, and shall not be located closer than 50 feet to any other projecting sign.~~

~~4. Projecting signs shall clear sidewalks and pedestrian paths by a height of at least 9 feet and shall project no more than 5 feet from the building to which they are attached, and shall not extend beyond the inner edge of the curb line.~~

~~5. The building to which a projecting sign is attached shall be 20 feet or more in width.~~

~~6. No projecting sign shall be permitted on the same street frontage along which there is a freestanding sign.~~

~~7. No projecting sign shall extend above the soffit, parapet, or eave line, as appropriate, of the building to which it is attached.~~

~~8. Projecting signs shall not be located at the intersection of building corners except at right angles to a building façade.~~

~~9. The message of projecting signs shall be limited to the name(s) of the establishment(s) located on the zone lot and/or the name of a multi-use development located thereon.~~

E. Suspended Signs

~~1. Permissible Zoning Districts: O&I, B-1, B-2, B-3, HM, and LM districts.~~

- ~~2. Suspended signs shall conform in size and appearance to existing signs under the same marquee or awning. Where there are none, new suspended signs shall be no more than 10 inches high and 3 feet long.~~
- ~~3. Maximum number of signs: one sign for a single occupancy building. For a multiple occupancy building, one sign for each occupant entrance.~~
- ~~4. Suspended signs shall clear the ground or sidewalk by at least nine feet.~~
- ~~5. Suspended signs shall not be illuminated.~~

F. Identification Signs

- ~~1. Permissible Zoning Districts: All residential zoning districts.~~
- ~~2. Maximum sign area: 32 square feet.~~
- ~~3. Maximum height: 8 feet.~~
- ~~4. Minimum setback: 10 feet from all property lines, except as authorized in subsection 5 below.~~
- ~~5. Ground mounted signs with the name of the residential or nonresidential subdivision or development may be located within a public road right-of-way on one side of the roadway entrance or in the roadway median provided that an encroachment agreement is obtained from the City or the North Carolina Department of Transportation and the sign does not exceed 42 inches in height.~~
- ~~6. Maximum number of signs: 1 per premises except that subdivisions may have one sign per vehicular entrance to the subdivision.~~
- ~~7. An identification sign may be mounted on a fence or wall that does not exceed 6 feet in height provided that the sign itself may not exceed the maximum sign area specified in subsection 2 above and the sign must be only an incidental part of the fence or wall.~~
- ~~8. Identification signs for residential subdivision and residential developments, if illuminated, shall be externally illuminated.~~

G. Menu Signs

1. ~~Permissible Zoning Districts: O&I, B-1, B-2, B-3, HM, and LM districts.~~
2. ~~Maximum sign area: 32 square feet.~~
3. ~~Maximum height if ground-mounted: 6 feet.~~
4. ~~Minimum setback from all property lines: 10 feet.~~
5. ~~Maximum number of signs per business establishment: 2.~~
6. ~~Menu signs shall be located so as not to be legible from a public street right-of-way or adjacent property.~~

H. ~~Awning and Canopy Signs~~

1. ~~Permissible Zoning Districts: O&I, B-1, B-2, B-3, HM and LM districts.~~
2. ~~Maximum sign area: 9 square feet.~~
3. ~~Maximum sign height: 12 inches.~~
4. ~~Maximum number of signs: one sign for a single-occupancy building. For a multiple-occupancy building, one sign for each occupant entrance.~~
5. ~~A sign attached to the underside of an awning or canopy is a suspended and subject to the requirements of subsection E above.~~

I. ~~Marquee Signs~~

1. ~~Permissible Zoning Districts: O&I, B-1, B-2, B-3, HM and LM districts.~~
2. ~~Maximum sign area: one square foot of sign area per linear foot of building frontage or a maximum of 160 square feet.~~
3. ~~Maximum number of signs: one marquee sign per premises. A marquee sign may be substituted for a standard wall sign but in no case shall there be both a marquee and wall sign on the same building wall.~~

4. ~~The height of a marquee sign shall not exceed the height of the marquee.~~

J. ~~Mobile or Portable Signs~~

1. ~~Mobile or portable signs (including A- and T-shaped signs) are prohibited except for the following:~~

(a) ~~Public event announcement signs in accordance with the requirements of Section 6-7.5, J.~~

(b) ~~Temporary signs announcing the grand opening of a new business and that comply with the requirements of Section 6-7.5, V.~~

(c) ~~In the B-1, Central Business District a mobile or portable A-shaped signs such as 'sandwich boards'/'A frame' shall be permitted, provided such signs shall not:~~

(1) ~~exceed 8 square feet (4 square feet per side) in total area per display surface with a maximum height of 48 inches,~~

(2) ~~exceed one sign per street frontage per business, displayed during normal business hours, and shall not impede vehicular view or pedestrian circulation along public streets or sidewalks.~~

2. ~~The Zoning Administrator shall require the removal of mobile or portable signs found to be in violation.~~

K. ~~Professional or Occupational Signs or Name Plates; Incidental Signs~~

1. ~~Permissible Zoning Districts: All zoning districts.~~

2. ~~Maximum sign area: 3 square feet.~~

3. ~~Maximum height: 30 inches if ground mounted, signs in this category may also be mounted flush against the structure.~~

4. ~~Minimum setback: No sign shall be located within a street right-of-way. However, in any area in which a curb or the edge of the street pavement lies less than 5 feet from a street right-of-way, no on-premises sign shall be located closer than 5 feet to such right-of-way.~~

~~5.—Maximum number of signs per establishment: 4~~

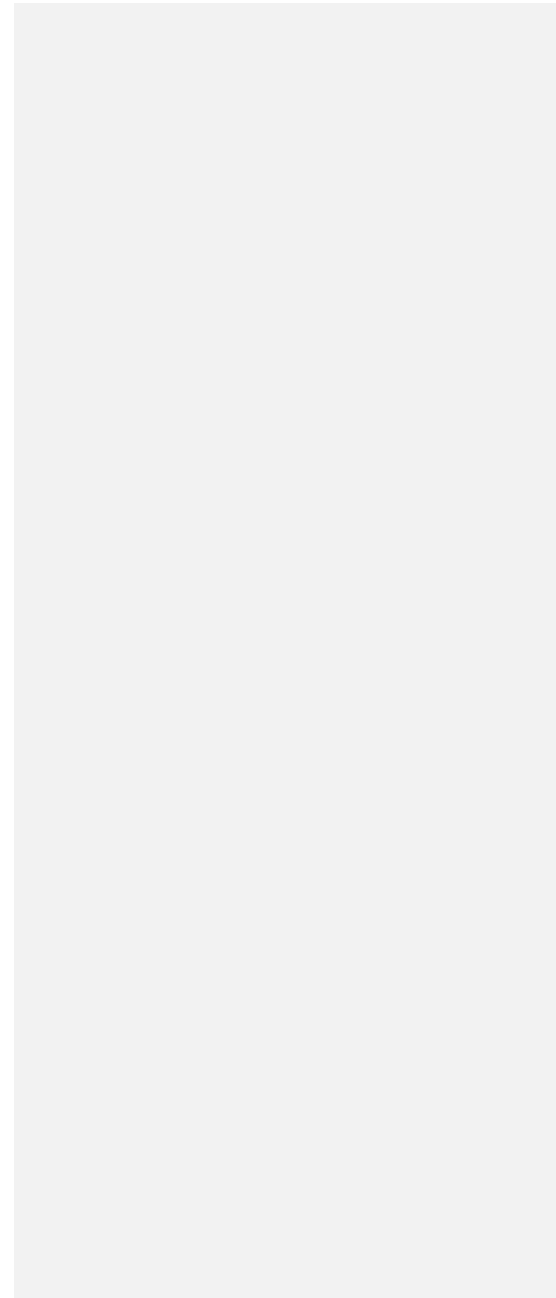


Table 6-7.1 Summary Table of Sign Requirements by Type of Sign
(amended July 7, 2019)

Sign Type	Permissible Zoning Districts	Maximum Number of Signs	Maximum Sign Area	Maximum Sign Height
Outdoor Advertising (Billboards)*	HM, LM, within 400' of an interstate	1,000 ft. minimum separation required	400 sq. ft.	60 ft.
On-premises	O&I, B-2, B-3, HM, & LM B-1 only if off-street parking is available on-site	1 per street frontage	B-1: 48 sq. ft. B-3: 60 sq. ft. O&I, B-2, HM, & LM: 200 sq. ft. or 300 sq. ft. if within 400 ft. of interstate	B-1 & O&I: 12 ft. B-3: 20 ft. B-2, HM, & LM: 35 ft. or 60 ft. if within 400 ft. of interstate
Wall	O&I, B-1, B-2, B-3, HM, & LM	1 per building wall O&I: only on the front wall	1 sq. ft. of sign area per linear ft. of building wall or a maximum of 160 sq. ft.	May not exceed the building height
Projecting	O&I, B-1, B-2, B-3, HM, & LM	1 per street frontage	16 sq. ft.	n/a
Suspended	O&I, B-1, B-2, B-3, HM, & LM	1 per occupant entrance	2.5 sq. ft.	10 inches
Identification	All residential zoning districts	1 per premises or 1 per subdivision entrance	32 sq. ft.	8 ft.
Menu	O&I, B-1, B-2, B-3, HM, & LM	2 per business establishment	32 sq. ft.	6 ft.
Awning or canopy	O&I, B-1, B-2, B-3, HM, & LM	1 per occupant entrance	9 sq. ft.	12 inches
Marquee	O&I, B-1, B-2, B-3, HM, & LM	1 per premises; may be substituted for a wall sign	1 sq. ft. of sign area per linear ft. of building frontage or a maximum of 160 sq. ft.	May not exceed the building height
Mobile or portable	O&I, B-1, B-2, B-3, HM, & LM	1 per premises	12 sq. ft.	4 ft.
Professional or Occupational Signs and Nameplates; Incidental Signs	All zoning districts	1 per establishment	3 sq. ft.	30 inches

* Advertising signs shall also comply with the permit procedures and standards contained in Section 6-7.7, A and the current edition of the North Carolina Department of Transportation outdoor advertising manual.



Ashley Ownbey, Development Director

Public Hearing- Rezoning Request: R-20 to B-2
by 3S Investments, LLC

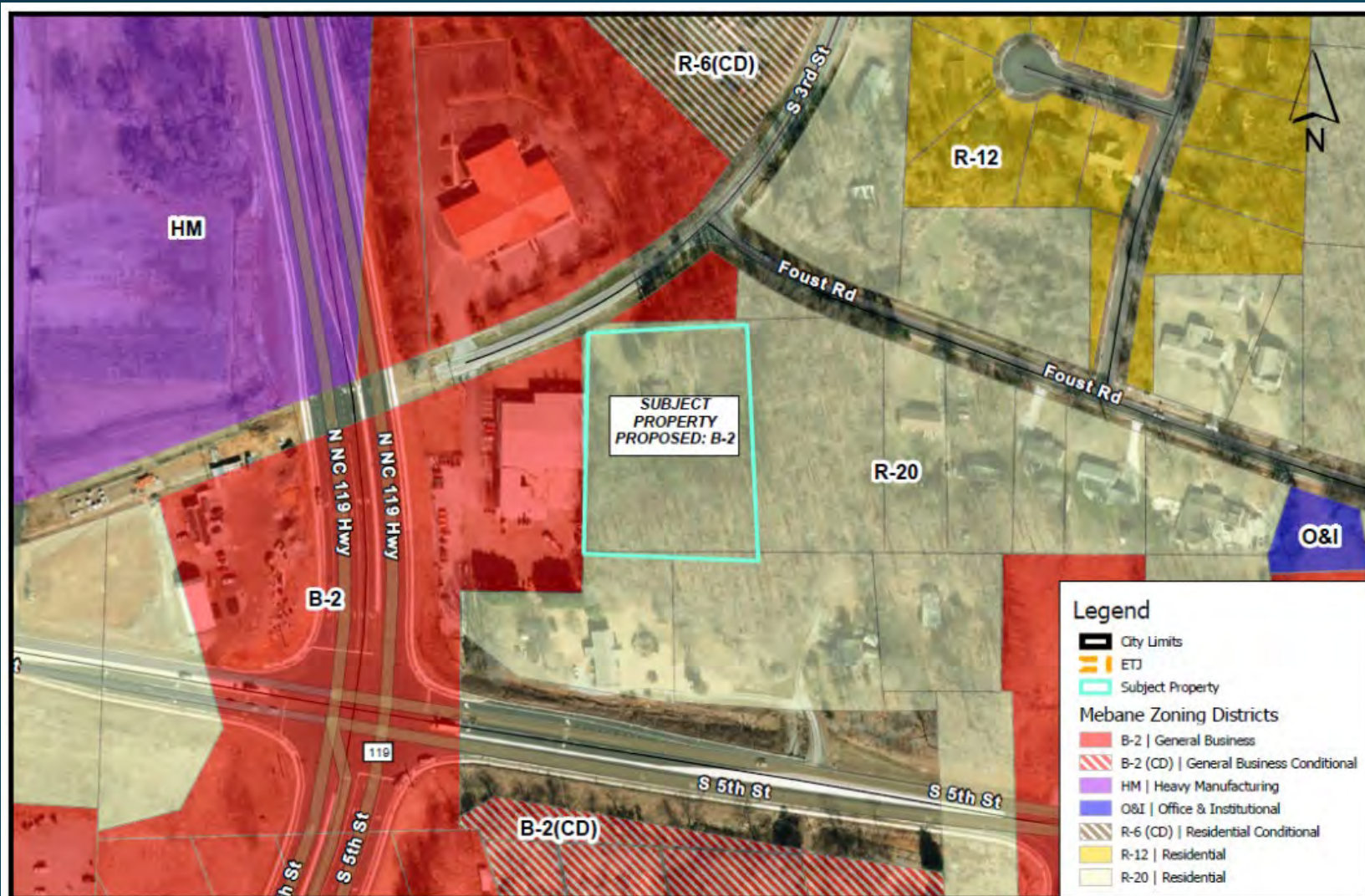




Ashley Ownbey, Development Director

Public Hearing- *Quasi-Judicial* - Special Use Request:
Equipment Rental and Leasing (with Outside Storage)
by 3S Investments, LLC





First Source

General Rezoning &
Special Use Permit Request

- Request by 3S Investments, LLC
- +/- 1.99 acre lot
- Existing zoning: R-20
- Requested zoning: B-2



CITY OF MEBANE
ZONING MAP

GENERAL REZONING
FIRST SOURCE

1 inch = 200 feet

DATE: 04/28/23

DRAWN BY: RG



First Source

General Rezoning & Special Use Permit Request

- Within City limits
- Utilities are available





First Source

General Rezoning & Special Use Permit Request

- Vacant, forested
- Surrounding uses include:
 - Equipment Rental and Leasing
 - Funeral Home
 - Residential





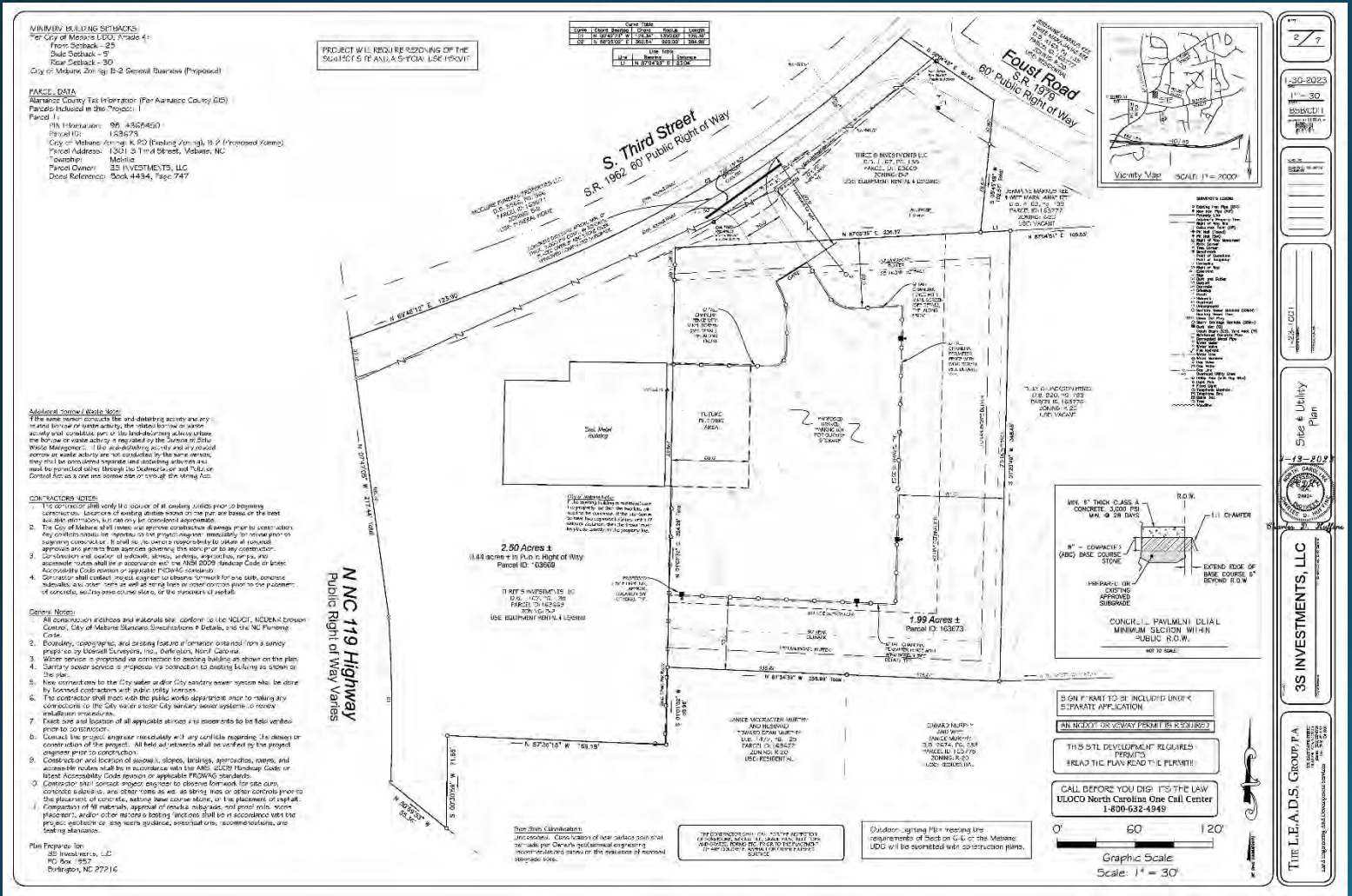
First Source

General Rezoning & Special Use Permit Request

- *Mebane By Design* G-4 Secondary Growth Area



First Source General Rezoning & Special Use Permit Request



- Special Use Permit requested to allow for Equipment Rental and Leasing (with Outside Storage) as shown on the site-specific plan.

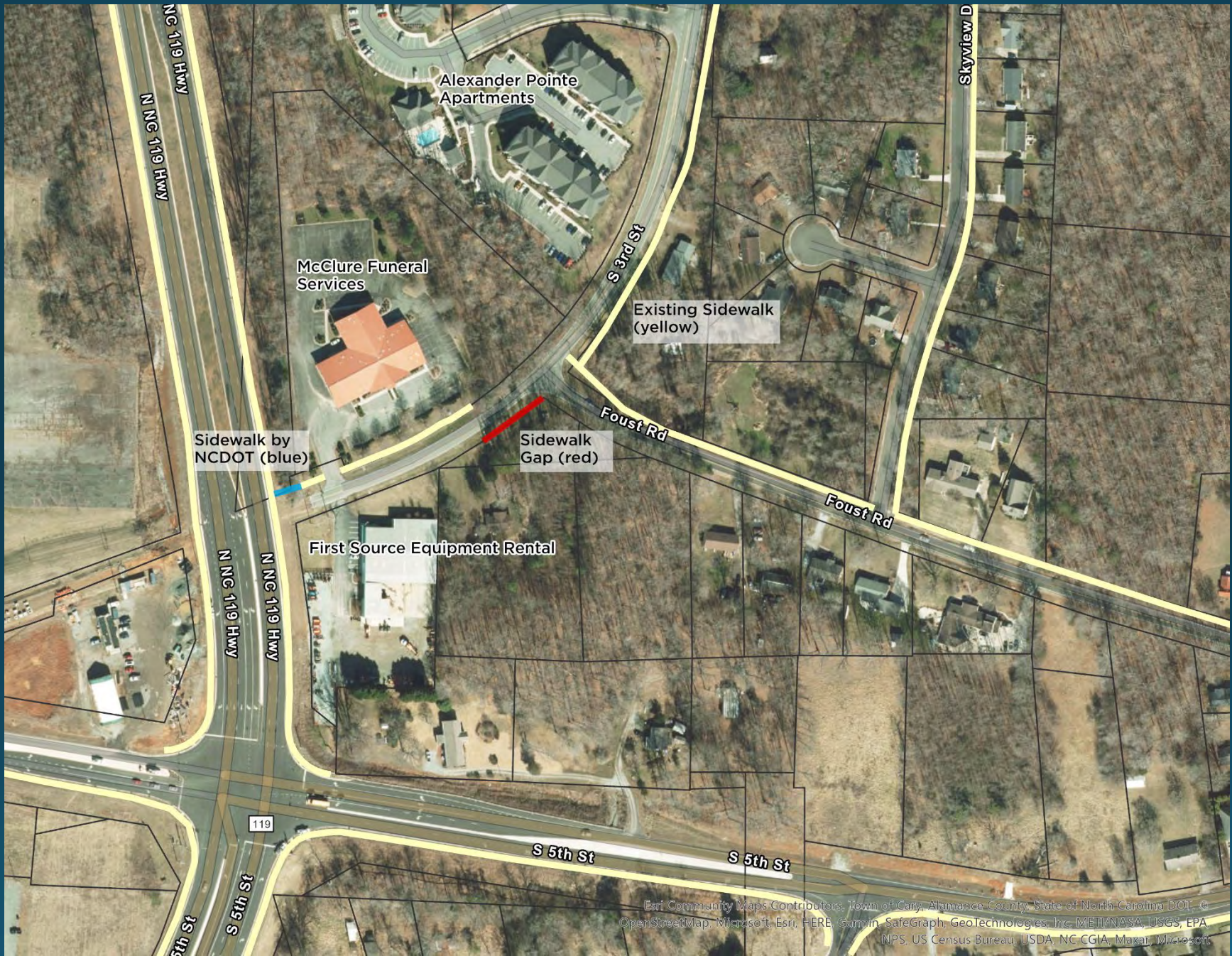
Development Standards Required:

- Use Separation
- Security Fencing
- Screening
- Vehicular Access

Special Use Permit Criteria:

- Public health and safety
- Property values
- Harmony with area
- Conformity with long-range plans





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Applicant Presentation





AGENDA ITEM #6F

2023-24 Budget Ordinance & 2024-2028 Capital Improvement Plan (CIP)

Date

June 5, 2023

Presenter

Chris Rollins, City Manager

Public Hearing

Yes No

Summary

The manager’s recommended budget was presented at the May regular meeting. The budget ordinance for the fiscal year ending June 30, 2024, is presented for a public hearing and consideration by the City Council for adoption. The Five-Year Capital Improvement Plan is also provided for approval.

General Fund

The proposed General Fund revenues are \$33,244,807, which includes a \$1,260,477 transfer to a Restricted Capital Reserve Fund to reduce the cost of borrowing for Fire Station 4, a new Police Facility, and one or more Recreation Projects. This funding will be generated by setting aside 3 cents of the proposed 0.38 cent tax rate. The amount generated by the 3 cents is expected to go up each year, which will further reduce the cost of borrowing. The current tax rate is 0.47 cents, and the revenue-neutral rate is 0.3421 cents.

The General Fund contains debt funding in the amount of \$1,270,062 for six police vehicles, a fire prevention vehicle, an ATV rescue vehicle, a mini-excavator, two pick-up trucks, a John Deere Gator, a sidearm garbage truck, and a dump truck. There were no new positions requested in the General Fund.

Since the May Council meeting, one adjustment has been made to the budget. The payment for a fire truck was added to the debt schedule in the amount of \$185,295. Therefore, the appropriated fund balance increased by said amount from \$2,612,168 to \$2,797,463.

Utility Fund

The Utility Fund has a total budget of \$11,891,019. Two new full-time positions are included. The proposed budget includes a 6% rate increase for both water and sewer rates. The increase was planned and will be used to fund the revenue bonds issued for the WRRF renovation project and other capital needs.

Water and Sewer Rates					
Fiscal Year	Inside Water	Outside Water	Inside Sewer	Outside Sewer	Increase
FY 22-23	\$7.13	\$14.26	\$7.66	\$15.30	6%
FY 23-24	\$7.56	\$15.12	\$8.12	\$16.24	6%

Utility Capital Reserve Fund

This fund is used to account for system development fees. The estimated revenues for FY23-24 are \$1,673,000. Growth projections support this estimate.

Capital Improvement Plan 2024-2028

The plan identifies \$141.1 million of needs over the next five fiscal years. The General Fund needs a total of \$60.9 million, and Utility Fund needs a total of \$80.2 million.

Fee Schedule FY23-24

Changes are in red font.

Recommendation

As presented, the staff recommends approval of the Budget Ordinance, Fee Schedule, Position Classification, Pay Plan, and Capital Improvement Plan.

Suggested Motion

I make a motion to approve the Budget Ordinance for the Fiscal Year Ending June 30, 2024, the Fee Schedule, the Position Classification and Pay Plan, and the Capital Improvement Plan for 2024-2028, as presented.

Attachments

1. Budget Ordinance for 2023-24
2. Fee Schedule for 2023-24
3. Position Classification and Pay Plan 2023-24
4. Capital Improvement Plan 2024-2028
5. Preliminary Budget Hearing PowerPoint



BE IT ORDAINED BY the City Council of Mebane, North Carolina:

Section 1. The following amounts are hereby appropriated in the General Fund for the operation of the city government and its activities for the fiscal year beginning July 1, 2023, and ending June 30, 2024, in accordance with the chart of accounts heretofore established for the City:

City Council	\$ 71,870
Administration	1,426,869
Finance	748,626
Information Technology	1,663,401
Police	6,878,989
Fire	4,971,465
Economic Development	900,214
Planning	597,343
Inspections	961,283
Engineering	445,500
Public Works	3,304,438
Public Facilities	1,271,578
Sanitation	2,178,668
Recreation & Parks	3,093,729
Non-Departmental	4,730,844
Total General Fund Appropriations	<u>\$ 33,244,817</u>

Section 2. It is estimated that the following revenues will be available in the General Fund for the fiscal year beginning July 1, 2023, and ending June 30, 2024:

Current Year Property Tax	\$ 15,140,190
Sales Tax	7,107,700
Utility Franchise Tax	1,124,100
Other Property Tax	859,853
Fire District Tax	550,801
Powell Bill Allocation	503,000
Sanitation User Fees	575,508
Permits and Fees	1,919,910
Proceeds of Debt	1,270,062
All Other Revenues	1,396,230
Appropriated Fund Balance	2,797,463
Total General Fund Revenues	<u>\$ 33,244,817</u>

Section 3. There is hereby levied a tax at the rate of thirty-eight cents (\$0.38) per one hundred dollars (\$100) valuation of property as listed for taxes as of January 1, 2023, for the purpose of raising the revenue listed "Current Year's Property Taxes" in the General Fund in Section 2 of this ordinance.

This rate is based on a valuation of property for the purposes of taxation of \$4,218,464,103 and an estimated rate of collection of 99.6%. The estimated rate of collection is based on the fiscal year 2021-22 collection rate.

Section 4. The following amounts are hereby appropriated in the Utility Fund for the operation of the water and sewer utilities for the fiscal year beginning July 1, 2023, and ending June 30, 2024, in accordance with the chart of accounts heretofore approved for the City:

Administration and Metering	\$ 1,613,720
Utilities	5,854,953
Engineering	285,000
Waste Water Treatment Plant	2,633,578
Non-Departmental	1,503,768
Total Utility Fund Appropriations	<u>\$ 11,891,019</u>

Section 5. It is estimated that the following revenues will be available in the Utility Fund for the fiscal year beginning July 1, 2023, and ending June 30, 2024:

Water Utility Fees	\$ 4,443,632
Sewer Utility Fees	4,400,562
All Other Revenues	797,900
Appropriated Fund Balance	2,248,925
Total Utility Fund Revenues	<u>\$ 11,891,019</u>

Section 6. The following amounts are hereby appropriated in the Utility Capital Reserve Fund to preserve system development fees for appropriation to capital and infrastructure purposes for the fiscal year beginning July 1, 2023 and ending June 30, 2024:

Reserved for Capital Projects	1,673,000
Total Utility Capital Reserve Appropriations	<u>\$ 1,673,000</u>

Section 7. It is estimated that the following revenues will be available in the Utility Capital Reserve Fund for the fiscal year beginning July 1, 2023 and ending June 30, 2024:

System Development Fees	\$ 1,670,000
Other Revenues	3,000
Total Utility Capital Reserve Fund Revenues	<u>\$ 1,673,000</u>

Section 8. The Budget Officer is hereby authorized to transfer appropriations as contained herein under the following conditions:

- a. Except as noted for Utility Capital Reserve Fund below, they may transfer amounts between line item expenditures and departments within a fund without limitation and without a report being required.
- b. They may not transfer any amounts between funds, except as approved by the Governing Board through a Budget Ordinance amendment.
- c. City Council approval by budget ordinance amendment is required to amend appropriations in the Utility Capital Reserve Fund.

Section 9: The City of Mebane Fee Schedule, herein referenced, for the fiscal year beginning July 1, 2023, and ending June 30, 2024, is hereby adopted for this fiscal year.

Section 10. The accompanying Position and Classification Plan, herein referenced, for the fiscal year beginning July 1, 2023, and ending June 30, 2024, is hereby adopted for this fiscal year and shall be administered in accordance with the City of Mebane Personnel Policy Principles as adopted August 4, 2014.

Section 11: Operating funds encumbered by the City as of June 30, 2023, or otherwise designated, are hereby re-appropriated for this fiscal year.

Section 12: Copies of this Budget Ordinance shall be furnished to the Clerk, the City Council, the Budget Officer, and Finance Officer for their use in directing the disbursement of funds.

Adopted this 5th day of June 2023.

City of Mebane Fee Schedule - Effective July 1, 2023

Contents

Administration	Copies, sale of Mebane brand items
Cemetery	Plots and staking
Public Works	Garbage/recycling, street cleaning, memorials
Finance	NSF Fees, ABC Permits
Development Fees	Tap fees, system development fees, water rates
Planning and Inspections	Zoning and plan review fees, construction permits, inspection fees
Fire	Inspections, false alarms, overcrowding
Police	False alarms, document fees
Recreation	Facility rental and activity fees
Water Resource Recovery Facility	Water testing and analysis fees

Administration

Schedule Subject to Change Upon Approval by City Council

Document Fees for Public Records

Paper copies cost per page	\$0.10	CD copies (audio minutes request)	No charge
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Fee Schedule

Effective July 1, 2023

Cemetery

Schedule Subject to Change Upon Approval by City Council

Mebane Memorial Garden		Oakwood Cemetery	
Cost per Grave - Inside City	\$1,000	Cost per Grave - Inside City	\$200
Cost per Grave - Outside City	\$1,500	Cost per Grave - Outside City	\$400
Cremation/Urn Section per Grave- Inside City	\$500	Transfer of Ownership	No Charge
Cremation/Urn Section per Grave- Outside City	\$750	Internment, disinternment, and removal charge	No Charge
Transfer of Ownership	No Charge	Grave Marker Permit Fees	No Charge
Internment, disinternment, and removal charge	No Charge	Marker Installation Fees	No Charge
Grave Marker Permit Fees	No Charge		
Marker Installation Fees	No Charge		

Public Works

Fee Schedule
Effective July 1, 2023

Schedule Subject to Change Upon Approval by City Council

Garbage/Recycling

Fee per address per month	\$8/month	Trash Cart	Actual cost
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Street Washing

Street Washing	\$75hr 2hr min
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Memorials

Memorial Bench	\$500	Memorial Brick	\$75
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Privilege License

Privilege Licenses were eliminated by the legislature as of 07-01-15, with the exception of articles 15 and 16 regarding ABC licenses and section 39 regarding peddlers.

Returned Payment Fee

Charge for processing returned checks or returned electronic payments	\$	25
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Development Fees

Schedule Subject to Change Upon Approval by City Council

Engineering Construction Plan Review and Inspection Fees

Public/Private Streets & Alleys		Public/Private Storm Sewer Lines	
Review/Inspection/Testing/As-built Review & Record Keeping - per centerline foot of street	\$3	Review/Inspect/Certify per centerline foot in public right of way/easement	\$2
Driveway inspections within the street right-of-way per driveway	\$100	Review/Inspection per centerline foot in private drainage easement (residential)	\$1
Sidewalks			
Sidewalk Inspection/Certifying in street right of way (when installed with driveway)	\$100	Review/Inspection/Certifying of public sidewalk/multi-usepath/in street right of way or easement per centerline foot	\$1
Water and Sewer Lines (Private or Public)		Water & Sewer Services	
Review/Inspection/Permitting/Testing/As-built Review & Record Keeping - per centerline foot of water	\$2.50	Main line tap inspection to the right of way for single family property line	\$100, water, \$100 sewer
Review/Inspection/Permitting/Testing/As-built Review & Record Keeping - per centerline foot of sewer	\$2.50	Main line tap inspection to the building for multi-family/commercial/industrial	\$500, water, \$500 sewer
Sewer Pump Stations requiring Permits		Stormwater Management	
Plan Review	\$5,000	Overall plan review for compliance	\$2,500
Inspection	\$5,000	Review/Inspection per device	\$1,500
Preliminary Site or Subdivision Plan Review		Driveway Pipe Installation	
Residential (Single Family and Multi-Family) per lot or unit	\$25	12-inch RCP	\$15 per lf
Commercial, Office, or Institutional per 100 sq. ft.	\$10	15-inch RCP	\$18 per lf
Industrial per 1000 sq. ft.	\$10	18-inch RCP	\$22 per lf

Development Fees

Fee Schedule Effective July 1, 2023

Schedule Subject to Change Upon Approval by City Council

Water & Sewer Rates

Inside water (per 1,000 gallon)	\$7.56	Deposit sewer (outside city limits)	\$150
Inside sewer (per 1,000 gallon)	\$8.12	Meter re-read with no city error (per re-read)	\$10
Outside water (per 1,000 gallon)	\$15.12	Cutoff List Fee	\$50
Outside sewer (per 1,000 gallon)	\$16.24	Late Fee (added each month after the 20th)	\$10
Metered sewer users not using Mebane water (Multiple of the inside rate)	3.25	Return Check Fee	\$25
Unmetered residential sewer users (inside city limits)	\$67.43	Water Shortage Response Plan - Excess Users Charge (per event for violation)	\$100
Unmetered residential sewer users (outside city limits)	\$78.58	Meter installation fee with no city error (each attempt after first installation attempt)	\$50
Deposit water (inside city limits)	\$75	Bulk Water Purchases (per 1,000 gallons)	Current inside water rate
Deposit sewer (inside city limits)	\$75	Deposit Bulk Water	\$75
Deposit water (outside city limits)	\$150		

Schedule of Water and Sewer Tappage Fees and Meter Charges

Tap Size	Water Tappage Fee		Sewer Tappage Fee		Meter Charge
	Inside City Limits	Outside City Limits	Inside City Limits	Outside City Limits	
¾" Water	\$1,500	\$3,000			\$500
1" Water	\$2,000	\$4,000			\$1,000
4" Sewer			\$1,000	\$2,000	

Note: Additional \$500 charge for road bores and pavement cuts.

Please contact Public Works for meter charge larger than 1".

Water & Sewer System Development Fees†

Customer Type	Equivalent Residential Unit‡	Water Fee	Sewer Fee	Total Fee
Residential Dwelling Unit (3/4" Meter - 3 BR Mebane WRRF)*	1	\$1,151	\$2,679	\$3,830
Residential Dwelling Unit (3/4" Meter - 2 BR Mebane WRRF)*	0.66	\$760	\$1,768	\$2,528
Residential Dwelling Unit (3/4" Meter - 4 BR Mebane WRRF)*	1.33	\$1,532	\$3,562	\$5,094
Residential Dwelling Unit (3/4" Meter - 5 BR Mebane WRRF)*	1.66	\$1,911	\$4,447	\$6,358
Residential Dwelling Unit (3/4" Meter - 2 BR GRAHAM WWTP)**	1	\$1,151	\$2,679	\$3,830
Residential Dwelling Unit (3/4" Meter - 3 BR GRAHAM WWTP)**	1.5	\$1,727	\$4,018	\$5,745
Residential Dwelling Unit (3/4" Meter - 4 BR GRAHAM WWTP)**	2	\$2,302	\$5,358	\$7,660
Residential Dwelling Unit (3/4" Meter - 5 BR GRAHAM WWTP)**	2.5	\$2,878	\$6,697	\$9,575
All Other Zoning Categories/Uses - 3/4" Meter	1	\$1,151	\$2,679	\$3,830
All Other Zoning Categories/Uses - 1" Meter	1.67	\$1,918	\$4,466	\$6,384
All Zoning Categories/Uses - 1.5" Meter	3.33	\$3,837	\$8,931	\$12,768
All Zoning Categories/Uses - 2" Meter	5.33	\$6,139	\$14,290	\$20,429
All Zoning Categories/Uses - 3" Meter	11.67	\$13,428	\$31,260	\$44,688
All Zoning Categories/Uses - 4" Meter	21	\$24,171	\$56,267	\$80,438
All Zoning Categories/Uses - 6" Meter	43.33	\$49,876	\$116,107	\$165,983

†Applicable System Development Fee(s) for development requiring smaller or larger water meters will be calculated on a project specific basis using rates and methodology identified in the City’s System Development Fee Analysis.

‡Equivalent Residential Unit is approximate multiplier adapted from AWWA Manual of Water Supply Practices-M1, *Principles of Water Rates, Fees, and Charges*.

*80 gallons per day per bedroom (min. 2-BR) and tributary to the Mebane WRRF

**120 gallons per day per bedroom (min. 2-BR) and tributary to the Graham WWTP

Any item not included in the above schedule shall be referred to the Utility Director for a specific price determination. See policy for additional information.

Development Fees

Schedule Subject to Change Upon Approval by City Council

Hydraulic System Modeling Fees

Fire Flow Test Fee \$1,200 for all requested fire flow test and re-test

Fire Flow Modeling Fee \$1,200 for flow test, \$500 for first hydrant, and \$250 for each additional

Fire flow modeling is to be completed for all new hydrants in the City of Mebane's water system. Fees are based on the number of new hydrants to be installed. Extensive modeling may require additional modeling fees. See policy for additional information

Hydrant Meter Deposit

3/4" Meter	\$500
1" Meter	\$700
3" Meter	\$1,500

Planning Fees

Schedule Subject to Change Upon Approval by City Council

Planning & Zoning			
Zoning Verification	\$25	Zoning Permit	\$50
Zoning Reinspection (no charge for 1st inspection)	\$50/visit	Plot Review > 3 Submittals	\$100/submittal
Rezoning Application	\$300 per property	City Right of Way or Easement Encroachment Agreement*	\$100
Special Use Permit Application	\$400 per property	Water Supply Watershed Review (N/A current residential properties)	\$50 per property
Zoning Variance/Appeal Application - <u>Residential</u>	\$300	Floodplain Development Permit	\$400
Zoning Variance/Appeal Application - <u>Non-Residential</u>	\$400	Buffer Authorization Permit	\$300
Technical Review Committee - Site Plan Review	\$300 + Lot Fee	Subdivision, Recombination & Easements	\$50
Site Plan Dwelling Unit Fee, Site <2 acres	0/dwelling unit	Subdivision Plat Fee - 1 to 5 Lots	\$50 + \$25/dwelling unit
Site Plan Dwelling Unit Fee, Site 2 - 10 acres	\$25/dwelling unit	Subdivision Plat Fee - 6 or More Lots	\$300 + \$25/dwelling unit
Site Plan Dwelling Unit Fee, Site >10 acres	\$50/dwelling unit	Plat Review for >3 Submittals	\$100/submittal
Storm water Control Facilities - Permit Application & Plan Review per project	\$500 + \$500/Primary Stormwater Control Measure	Construction Plan Review, Residential	\$50/lot
Storm water Control Facilities - Annual Inspection in water supply watershed (20 yr)	\$5,000	Construction Plan Review, Non-Residential	\$300/lot
Wireless Communication Facilities - up to 25 facilities (see UDO Section 4-7.9E & F)		\$100/ 1-5 facilities	\$50/ Facilities 6 - 25 \$500/engineer review

* Not applicable to existing residences or to properties in the recognized Downtown District.

Inspection Fees

Schedule Subject to Change Upon Approval by City Council

Sign Permit Fees

Minimum Permit Fee	\$60	Greater than 300 sq. ft.	\$110
100-300 sq. ft.	\$80		

Building Permits		Other Types of Construction	
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Minimum	\$60	Modular Construction	Cost of Construction (plus Trades)
\$5,000 to \$20,000	\$75	Manufacturing Housing - single	\$100 plus trades
\$20,001 to \$50,000	\$5 per \$1,000	Manufacturing Housing double	\$125 plus trades
\$50,001 to \$500,000	\$175 plus \$3 per \$1,000	Manufacturing Housing triple	\$150 plus trades
Greater than \$500,001	\$1,300 plus \$3.25 per \$1,000	Construction Trailers	\$50
Homeowner Recovery Fee	\$10	Travel Trailers & Recreational Vehicles	\$50
Decks with pour Footings	\$100	Insulation - Residential	\$50 one trip
Decks, Trellises, Pergolas	Cost of Construction (plus Trades)	Insulation - Commercial	\$100 for trip
		Insulation - Multi-Family dwellings	\$20 per unit
		Accessory Structures (Screened Porches, Roofs, Covered Decks)	Cost of Construction (plus Trades)
		Swimming Pools	\$100

New construction, alterations, additions and renovations will be calculated on \$70 a sqft to determine value to price permit

** Work commencing prior to obtaining the necessary permits are subject to **double permit fees**.

** All re-inspection fees shall be paid prior to the next inspection.

Inspection Fees

Schedule Subject to Change Upon Approval by City Council

Other Services			
Administrative Fees (Amending Information on Permit)	\$50	Commercial Plan Review	
Extra Building Permit Card, Duplicate Certificate of Occupancy	\$10	Less Than 4,000 s.f.	\$125
Stocking Permit	\$50	4,000 to 50,000 s.f.	\$200
Onsite Inspections (Walk Through)	\$50	Greater than 50,000 s.f.	\$300
Temporary Certificate of Occupancy	\$50	Day Care, ABC License Inspection	
Business Occupancy	\$100	First Inspection	\$100
		Each Additional Inspection	\$50

Demolition Permit			
Less than \$1,000	Minimum Fee = \$70		
\$1,000 or more	Minimum Fee plus-\$2 per \$1,000		

** Electrical, mechanical, and plumbing must get separate permits.

Plumbing Permits			
First fixture, including sewer, pits, interceptors or sewer lifts	\$60	Minimum Permit Fee	\$60
Additional fixture per fixture	\$6	Re-Inspection Fee	\$50
Sewer service	\$50		
Water service	\$50		

** The fees prescribed above shall apply to all old work as well as new and to inspections made necessary by moving any house from one location to another or by raising the house and shall apply when it is necessary for any reason to re-rough or replace any fixture or water heater.

** If any person commences any work on a building or service system before obtaining the necessary permits, he or she shall be subject to a double permit fee.

** All Re-Inspection fees must be paid for before the next inspection is done.

Inspection Fees

Schedule Subject to Change Upon Approval by City Council

Electrical Permits

	Residential	Commercial
Up to 200 amps	\$80	\$100
201-400 amps	\$90	\$120
Greater than 400 amps	\$110	\$130 + .40 Per Additional Amp
Underground Inspections	\$50	\$50
Additions & Alterations (Based on # boxes added or removed)	First 10 = \$60, Each Additional 10 = \$3	First 10 = \$100, Each Additional 10

** If any person commences any work on a building or service system before obtaining the necessary permits, he or she shall be subject to a double permit fee.

** All Re-Inspection fees must be paid for before the next inspection is done.

Other Electrical

Minimum Permit Fee	\$60	Solar Installations	\$75
Temporary Power	\$50	HVAC Change Outs	\$75
Saw Service	\$50	Swimming Pools	\$125
Motors up to 4 h.p.	\$20	Motors greater than 4 h.p.	\$20 plus \$.20/h.p.
Low Voltage Residential	\$50	Low Voltage Commercial	\$100

Mechanical Permits

Minimum Permit Fee	\$60
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Residential

First HVAC Unit	\$75
Each additional HVAC Unit	\$50

Inspection Fees

Schedule Subject to Change Upon Approval by City Council

Commercial

Heat Only	1st - \$100, 2nd - \$50
Cooling Only	1st - \$100, 2nd - \$50
Heating & Cooling	1st - \$100, 2nd - \$50
Refrigeration System - Walk-in Cooler or Unit	\$100 First Unit, \$50 Each Additional Unit

Boilers & Chillers

Up to 150,000 BTU	\$100
Greater than 150,000 BTU	\$225
Commercial Hood	\$80
Gas Logs	\$50
Gas Piping	\$50
Ductwork Inspection	\$50
Fireplaces	\$50

Fire Inspection Fees

Effective July 1, 2023

Schedule Subject to Change Upon Approval by City Council

Fire Inspections and Permits (Permits issued for a duration of 6 months)			
Airports/Heliports	\$50	Lumber Storage	\$50
Bowling Pin Refinishing	\$50	Magnesium	\$50
Bowling Alley Refinishing	\$50	Mechanical Refrigeration	\$50
Cellulose Nitrate Motion Picture	\$50	Organic Coatings	\$50
Cellulose Nitrate Plastic (Pyroxylin)	\$50	Ovens	\$50
Combustible Fibers	\$50	Pipelines Flammable/Combustible	\$50
Compressed Gases	\$50	Pulverized Particles (Dust)	\$50
Crude Oil Production	\$50	Repair Garages	\$50
Cryogenic Fluids	\$50	Tank Vehicle Flammable/Combustible	\$50
Dry Cleaning Plants (NEW)	\$50	Tire Rebuilding plants	\$50
Flammable Finishes Paint Booths	\$50	Wrecking Yards/Junk Yards/Waste Handling	\$50
Fruit Ripening Processes	\$50	Welding/Cutting	\$50
Fumigation/Thermal Insecticide Fogging	\$50	Match Manufacturing	\$50
High Pile Storage	\$50	Radioactive Materials Storage/Handling	\$100
Liquified Natural Gas 100-500 gal.	\$50	Hood and Ansul Systems	
500-2,000 gal.	\$50	Hood Systems Extinguishment	\$100
2,000-30,000 gal.	\$50	Ansul Test and Inspection	\$50
Entertainment			
Motion Picture Projection	\$50	Fireworks	\$50
Tents	\$50	Explosives/Blasting**	\$100
Canopies more than 400 sq. ft.	\$50	Return Inspection Fee	\$100
Fire Suppression Systems		Fire Alarm Systems	
1 Riser	\$150	1-30,000 sq. ft.	\$150
2 Risers	\$300	30,001-80,000 sq. ft.	\$300
3 Risers or more	\$500	80,000 sq ft. or more	\$500
Flammable/Combustible Liquids Installation			
Above Ground Tank	\$100	Return Inspection Fee	\$100
Underground Tank	\$100	Tank Removal	\$100
Additional Tank	\$50	Upgrade Piping	\$50
Noncompliance with Fire Code (Code of Ordinances Article III, Chapter 16, Section 16-65)		Recoupment Charge for False Alarms (Code of Ordinances Article VI, Chapter 6, Section 6-164)	
1st Re-inspection	\$100	5 or more in 1 year	\$100
2nd Re-inspection	\$200	2 in a 24 hour period	\$300
3rd Re-inspection	\$300	More than 2 in a 7 day period	\$300
Overcrowding		Annual Inspection Fees	
Per person over posted occupancy	\$100	0-5,000 sq. ft.	\$50
*Governments, Non-Profits and foster homes exempt. **Explosives/Blasting Permits require a valid certificate of insurance for \$1,000,000 of general liability. Permits issued for a 3 month duration. ***Apartments will be charged \$50 per building not to exceed \$600.		5,001-10,000 sq. ft.	\$100
		10,001- 50,000 sq. ft.	\$200
		50,001 - 100,000 sq. ft.	\$300
		100,001-300,000 sq. ft.	\$400
		300,001-500,000	\$500
		Over 500,000	\$600

Police

Schedule Subject to Change Upon Approval by City Council

Background and Document Fees

Precious Metals Background Investigation	\$38	Taxi Driver Application	\$10
Precious Metals Background Investigation - Required Photograph	\$10	Accident Report	\$1

Recoupment for False Alarms

5 or more in 1 year	\$100
2 in a 24 hour period	\$100
More than 2 in a 7 day period	\$100

Athletics

Camp Fees	Resident	Non-Resident
Basketball Camp	\$45	\$55
Football Camp	\$45	\$55
Lacrosse Camp	\$35	\$45
Tennis Camp	\$35	\$45
Volleyball Camp	\$35	\$45

Athletic Fees	Resident	Non-Resident
First Child	\$25	\$50
Second Child	\$15	\$45
Third Child	\$10	\$40
Lacrosse Program	\$15	\$40
Pod Programs	\$10	\$20
Esports	\$10	\$10
Middle & High School Tennis Program	\$20	\$50
Youth Tennis Clinics	\$20	\$50
Adult Tennis Nights	\$20	\$50
Adult Tennis Mebane City Tournament	\$20	N/A
Mebane Adult Volleyball League Team Fee	\$200	N/A
Mebane Adult Sand Volleyball League Team Fee	\$100	N/A

Programs

3 hours kids camps (Monday - Thursday) per week	\$50
Event tickets per person	\$25

Christmas Parade

Business Entry	\$100
Walkers, 25-50	\$15
Walker, 51+	\$25

Facilities

Walker & Youth Field & Equipment Rentals			
Per Hour - Resident	\$15	Per Hour - Non-resident	\$25
Lights per day per field	\$25		

Recreation and Parks

Effective July 1, 2023

Schedule Subject to Change Upon Approval by City Council

Walker Field Tennis Court Rentals (Mebane Courts on 2nd Street)

Per Hour 3 Courts	\$15	Tourney Rental 1 Day	\$100
Per Hour All Courts	\$25	Tourney Rental 2 Days	\$175
		Tourney Rental 3 Days	\$225

Mebane Community Park Rentals

Per Hour Per Field - Resident	\$25	Tourney Rental 1 Field/Day	\$400
Non-Resident Per Field Per Hour	\$50	Tourney Rental Both Fields/Day	\$800
Lights per Day	\$25	Tourney Rental Weekend/Field (includes Friday night)	\$1,500

Lake Michael Rentals & Fees

Jon-boat Rental Per Person	\$5/hour	Single Kayak Rental	\$5/hour
Launch of Boat	\$0	Double Kayak Rental	\$5/hour
Fishing	\$0	Canoe Rental	\$5/hour
Paddle Boat	\$5/hour	Shelter Fee (4-hour block)	\$25
Trail Rental for 5K Race	\$400		

Basketball Court Rental

Per hour per court	\$25	Tournament Rental per day	\$200
Per day per court	\$100		

Corregidor Drive Athletic Complex Rentals

Per Hour Per Field	\$25	Tournament Rental Per Field/day	\$250
Lights per day	\$25	Construction of new lines	\$100
Non-Residents Per Hour Per Field	\$50	Entire four field complex	\$750/day

Old Rec Center

	Resident	Non-Resident
Old Rec. Center Basketball Court (Gym) per hour	\$25	\$40

Old Rec Center Tennis Court Rentals

Per Hour All Courts	\$15	Tourney Rental 1 Day	\$75
		Tourney Rental 2 Days	\$125
		Tourney Rental 3 Days	\$175

Additional Items for Field Rentals

Staff Supervision	\$25/hour	Field Crew Prep	\$25/hour
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Fee Schedule

Effective July 1, 2023

Recreation and Parks

Schedule Subject to Change Upon Approval by City Council

Arts & Community Center

Multi-Purpose Room Rental	\$1,000	Community Meeting Room (Full	\$150
Multi-Purpose Room Rental (1/2	\$50	Community Meeting Room (Full	\$25
Multi-Purpose Room (Full Area)-Non-Profit(up to 5hrs.)	\$500	Civic Meeting Room (1/2 Area) (per use up to 5 hrs.)	\$75
Multi-Purpose Room Rental (Full Area) - Non-Profit (per hr. over 5 hrs.)	\$80	Civic Meeting Room (1/2 Area) (per hr. over 5 hrs.)	\$20
Multi-Purpose Room Rental - Kitchen Use (per use)	\$50	Civic Meeting Room (Full Area) (per use up to 5 hrs.)	\$100
Community Meeting Room (1/2	\$100	Civic Meeting Room (Full Area)	\$25
Community Meeting Room (1/2	\$20	Score Table Rental per day	\$200

Additional Items for Facility Rentals

Scoreboard Use per hour*	\$5	Paint Field/Application	\$25
Scorer's Table - full season add on for single court	\$250	Score Table Rental per day two courts	\$400
Scorer's Table - Weekly add on one court	\$100	One-night personal message	\$25
Staff Supervision per hour	\$15	Chalk Field/Application	\$10
New Lines Set Up Fee	\$100	Field Crew Prep per Hour	\$15
Lights per Day	\$25	Wi-Fi Access @ MACC (guest)	\$25/Rental/Day
Camera Streaming Option	\$100/Rental/Day	* We reserve the right to require staff for any event to operate equipment.	

Athletic Uniform Sponsorships

Baseball Team	\$500	Baseball Program	\$5,000
Softball Team	\$500	Softball Program	\$4,000
T-Ball Team	\$500	T-ball Program	\$3,000
Basketball Team	\$400	Basketball Program	\$6,000
Football Team	\$3,500	Football Program (All three teams)	\$10,000
Tennis League	\$1,000	Lacrosse League	\$750

Signage at Ball Fields

Single Banner	\$500	Two Banners	\$750
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Recreation and Parks

Schedule Subject to Change Upon Approval by City Council

Program/Special Event Sponsorship

Business Booth at Events	\$50
Tent/Table setup at one night sporting events	\$100
Food Truck at Events	\$50
Clay St. After Work Concert Series - Presenting Sponsor - Limit 1	\$2,500
Clay St. After Work Concert Series - Stage Sponsor - Unlimited	\$1,000
Clay St. After Work Concert Series - Single Concert - Unlimited	\$500
Mebane 4th of July Celebration - Band & Presenting Sponsor - Limit 1	\$4,000
Mebane 4th of July Celebration- Food and Beverage Sponsor - Limit 1	\$1,000 or In Kind
Mebane 4th of July Celebration - Outdoor Sponsorships - Unlimited	\$500
Mebane Sports Hall of Fame - Presenting Sponsor - Limit 1	\$2,500
Mebane Sports Hall of Fame - Stage Sponsor - Limit - 4	\$1,000
Mebane Farmers Market Sponsor - Limit 5	\$1,000
Mebane Christmas Parade - Presenting Sponsor - Limit 1	\$5,000
Mebane Christmas Parade -	\$500
Movie in the Park Sponsorship - Limit 1 / Movie	\$500
Baseball/Softball Opening Night Celebration -	\$500 or In Kind
Mid Season Madness Basketball Celebration -	\$500 or In Kind
Grow Golf Now Season Sponsor (2 per year)	\$1,500
Juneteenth Sponsorship	\$500
Christmas Parade - float lineup sponsor	\$1,000
Santa's Arrival Sponsorship	\$500
Eggstravaganza Sponsor	\$500
Spooktacular Sponsorship	\$1,500
Spooktacular - individual booth	\$500

Summer Sports Camp T-Shirt Sponsors

Basketball Camp	\$1,500	Football Camp	\$1,000
Lacrosse Camp	\$500	Tennis Camp	\$500

Facility Sponsorships

MACC Baseball Field	\$1,000/Yr	Community Park Soccer Field	\$2,500/Yr
MACC Soccer Field	\$1,000/Yr	Both Community Park Soccer	\$4,000/Yr
MACC Baseball Complex	\$3,000/Yr	Both MACC Complex	\$5,000/Yr
MACC Soccer Complex	\$3,000/Yr	All Tennis Courts	\$1,000/Yr

Schedule Subject to Change Upon Approval by City Council

Wastewater Treatment Plant Analytical Costs

pH	\$5	Cadmium (Cd)	\$18
Biochemical Oxygen Demand	\$25	Chromium (Cr)	\$18
Total Suspended Solids (TSS)	\$15	Copper (Cu)	\$18
Ammonia Nitrogen as Nitrogen (NH ₃ -N)	\$15	Lead (Pb)	\$18
Total Phosphorus (TP)	\$15	Nickel (Ni)	\$18
Chemical Oxygen Demand (COD)	\$22	Zinc (Zn)	\$18
Oil & Grease (O&G)	\$50	Aluminum (Al)	\$18
Mercury (Hg)	\$25	Fluoride	\$20
Total Kjeldahl Nitrogen (TKN)	\$25	Silver (Ag)	\$18
Nitrate Nitrite (NO ₃ NO ₂)	\$15	Selenium (Se)	\$18
Cyanide (CN)	\$30	Fecal Coliform	\$20

Wastewater Treatment Plant Sampling Cost

Sampling Technician	\$19.50 per hour (\$58.50 per event)	Program Administration	\$60 per hour (\$90 per event)
Pretreatment Coordinator	\$22 per hour (\$66 per event)	Sampler Rental	\$60 per day

Surcharges

Parameter Base Conc.	(mg/l)	Cost per Pound
BOD ₅	>250	\$0.25
COD	>750	\$0.09
TSS	>250	\$0.34
NH ₃ as N	>15	\$0.85
Phosphorus	>7	\$0.66
Oil & Grease	>100	\$0.25

CITY OF MEBANE POSITION CLASSIFICATION AND PAY PLAN

Updated 2023-2024 (Adopted 6/5/2023)

Grade	Classification Title	Minimum	Job Rate	Maximum
3	Maintenance Worker	\$29,737	\$36,943	\$46,095
	Sanitation Worker			
4	Groundskeeper	\$31,224	\$38,793	\$48,430
	Maintenance Technician			
	Receptionist/Office Assistant			
5	Meter Reader	\$32,786	\$40,731	\$50,819
6	Equipment Operator I	\$34,426	\$42,769	\$53,359
	Meter Reader Technician			
7	Equipment Operator II	\$36,146	\$44,907	\$56,028
	Wastewater Data Management Assistant			
	<i>Police Cadet (Part-time)</i>			
8	Administrative Support Specialist	\$37,954	\$47,152	\$58,828
	Customer Service Representative			
	Evidence Technician			
	Permit Specialist			
9	Accounting Tech I	\$39,853	\$49,510	\$61,769
	Equipment Operator III (Sanitation Equip Op)			
10	Accounting Tech II	\$41,844	\$51,987	\$64,858
	Automotive Mechanic			
	Building Maintenance Coordinator			
	Laboratory Technician			
	Utilities Location Technician			
	Utilities System Mechanic I			
	Wastewater Treatment Plant Opr			
11	Firefighter	\$45,229	\$54,585	\$69,086
	Meter and Sampling Coordinator			
	Recreation Program & Athletic Coordinator			
	Public Works Crew Leader			
	Utilities System Mechanic II			
12	Accounting Payroll Specialist	\$46,133	\$57,315	\$71,507
	Automotive Mechanic Supervisor			
	Code Enforcement Officer			
	Fire Engineer			
	Fire Life Safety Educator			

	Parks Operations & Maintenance Crew Leader			
	Water Billing & Collections Specialist			
	Recreation Supervisor for Athletics			
13	Compliance Manager	\$48,440	\$60,182	\$75,082
	Lead Wastewater Plant Operator			
	Police Accreditation Officer			
14	Accountant	\$50,863	\$61,192	\$78,835
	Building Code Inspector I			
	Fire Inspector I			
	Fire Lieutenant			
	Planner			
	Police Officer			
	Utilities Maintenance Crew Leader			
15	Human Resources Analyst	\$53,405	\$66,344	\$82,779
	Police Investigator			
	Police Corporal			
16	Building Code Inspector II	\$56,076	\$69,666	\$86,916
17	Accounting Supervisor	\$58,879	\$73,151	\$91,263
	Arts & Community Center Supervisor			
	Building Code Inspector III			
	Information Technology Specialist			
	Police Sergeant			
18	Athletics Director	\$61,822	\$76,809	\$95,826
	Fire Captain			
	Public Information Officer			
19	Assistant Public Works Director	\$64,914	\$80,649	\$100,617
	City Clerk			
	Special Projects Coordinator			
	Plan Reviewer			
	Recreation and Parks Superintendent			
	Deputy Fire Marshal			
20	Assistant Fire Chief	\$68,160	\$84,679	\$105,647
	Police Lieutenant			
21	(Grade 20 reserved for future use)	\$71,568	\$88,915	\$110,930
22	(Grade 22 reserved for future use)	\$75,147	\$93,361	\$116,476
23	Inspections Director	\$78,903	\$98,028	\$122,301

	Police Captain			
24	Assistant Police Chief	\$82,849	\$102,929	\$128,416
25	Planning Director	\$86,991	\$108,077	\$134,836
	Recreation and Parks Director			
26	Human Resources Director	\$91,341	\$113,479	\$141,578
27	Fire Chief	\$95,909	\$119,115	\$148,658
	Information Technology Director			
	Public Utilities Director (Wastewater Plant)			
	Public Utilities Director (Water/Sewer)			
	Public Works Director			
28	(Grade 28 reserved for future use)	\$100,704	\$125,113	\$156,090
29	Finance Director	\$105,739	\$131,368	\$163,894
	Police Chief			
32	(Grade 32 reserved for future use)			
33	Assistant City Manager	\$128,526	\$159,489	\$193,914

Mebane

Positively Charming



Capital Improvement Plan FY 2024 – 2028

SECTION 1: OVERVIEW OF THE CAPITAL IMPROVEMENT PLAN

The Capital Improvement Plan (CIP) is the planning mechanism by which the City Council allocates limited financial resources to implement long-term goals as defined in the Comprehensive Land Development Plan, Comprehensive Transportation Plan, Bicycle and Pedestrian Transportation Plan, Mebane Downtown Vision Plan, Recreation and Parks Master Plan, Long Range Utility Master Plan, and other similar planning documents. The purpose of the CIP is to forecast and match projected revenues and significant capital needs over five years. Capital planning is an important management tool that strengthens the linkage between community infrastructure needs and the City's financial capacity.

The CIP is a multi-year plan for significant capital expenditures such as the acquisition of land, construction or considerable renovation of public facilities (i.e., buildings and parks), construction of new transportation infrastructure (i.e., roads, sidewalks, multi-use paths), expansion or significant renovation of water, wastewater, or stormwater infrastructure, capital equipment to support operations or any combination of the above. Projects eligible for inclusion in the CIP are those with an asset value of greater than \$25,000 and useful life of greater than three years.

When identifying new projects, the staff looks to the long-term priorities and direction set by City Council and submits formal requests through the CIP process. A formal request includes a description of the project, the estimated cost, and an estimate of the recurring expenses associated with a completed project (i.e., additional staff, additional utilities, etc.). The formal request also includes alternative solutions, if any, and a statement on the effect on services and programs if the project is not funded.

Once adopted by the City Council, the CIP becomes a statement of City policy regarding the need, priority, timing, and funding of future capital projects. The Capital Improvement Plan is simply that – a plan. As such, projects and funding mechanisms are subject to change based on new or shifting service needs, unique financing opportunities, emergency needs, or other directives or priorities established by the City Council. Future needs and financial constraints may result in changes in priority over the five-year period. Because priorities can change, projects included in outward planning years are not guaranteed funding. The CIP represents the City Administration and City Council's best judgment when the Plan is adopted. Priorities established in the CIP subsequently guide decisions made by City Administration and the various boards and commissions appointed by City Council.

RELATIONSHIP TO THE ANNUAL OPERATING BUDGET

Some CIP projects are funded through annual operating funds, such as the General Fund and the Water and Sewer Fund. In these cases, the CIP and the Annual Operating Budget are directly linked as CIP projects become authorized through the adoption of the Annual Operating Budget. Projects funded through debt financing also impact the operating budget through ongoing debt service expenses. Finally, some completed CIP projects will directly impact the operating budget as they will require ongoing expenditures for staff and other operating costs.

CIP STRUCTURE

The CIP is organized into six functional categories, called "elements," in order to group projects with similar items.

1. **Transportation Element:** funds the construction of new roadways, improvements to existing roadways, sidewalks, bicycle, and pedestrian facilities, transit projects, and railroad crossing improvements. The Bike and Pedestrian Plan is funded in this element.
2. **Parks, Recreation, and Cultural Resources Element:** funds land acquisition for new park and greenway facilities, the construction of park and recreation amenities, and significant renovations of current facilities. Implementation of the Parks and Recreation Master Plan is funded in this element.
3. **Public Safety Element:** funds the acquisition of capital equipment to support the operations of the two public safety departments in the City (Fire and Police). Public safety facilities are considered in the public facilities element.
4. **Public Facilities Element:** funds construction and significant renovation of general government and public safety facilities and infrastructure. This element also funds improvements to communications and technology infrastructure.
5. **Public Works & Environmental Services Element:** funds projects designed to manage and mitigate the effects of stormwater runoff, manage the collection and disposal of solid waste, and maintain streets. These projects include structural improvements, Stormwater Control Measure (SCM) construction, and infrastructure replacement. They also include the equipment needed to manage solid waste collection and maintain City streets.
6. **Water and Sewer Utility Element:** funds the construction and improvement of water and sewer infrastructure. These projects include main additions and replacements, water/wastewater treatment plant renovations/expansions, filter rehabilitation, pump station additions, infrastructure replacement, and the equipment necessary to maintain the system

CAPITAL IMPROVEMENT FUNDING

The funding sources used to execute the Plan are as important as the capital projects contained in the Plan. Capital Improvements for the City of Mebane are funded using a variety of sources that are broadly categorized as cash, grants, or debt financing.

Cash, or pay-as-you-go (PAYGO), funds come from sources such as tax revenue, development-related fees, program fees, State revenue, and interest earnings. Some of these sources, such as State revenue from the Powell Bill and certain others, may only be spent to meet particular needs. Other revenue sources come with no restriction on the needs they may be used to address. Major funding sources for the CIP are as follows:

General Fund: General Fund revenue, such as ad valorem taxes, sales taxes, utility taxes, and other similar revenues, are used to fund City operations and may be used to fund capital projects such as facility improvements, transportation system improvements, and other similar projects. Compared to other sources, General Fund resources are a flexible revenue source without restrictions on their use.

Enterprise Funds: Enterprise funds, such as the water/sewer fund, collect user fees as part of their operations, then invest a portion of that revenue into capital projects. The City uses these funds only for corresponding enterprise projects.

Water/Sewer Capital Reserve Fees: These fees are charged, based upon a City Council-approved System Development Fee Schedule, to developers of land within the City of Mebane to pay for the capital facility burden created by new development. Revenue from these fees is restricted for capital improvements to the water/sewer system or to fund debt service payments for improvements to these systems.

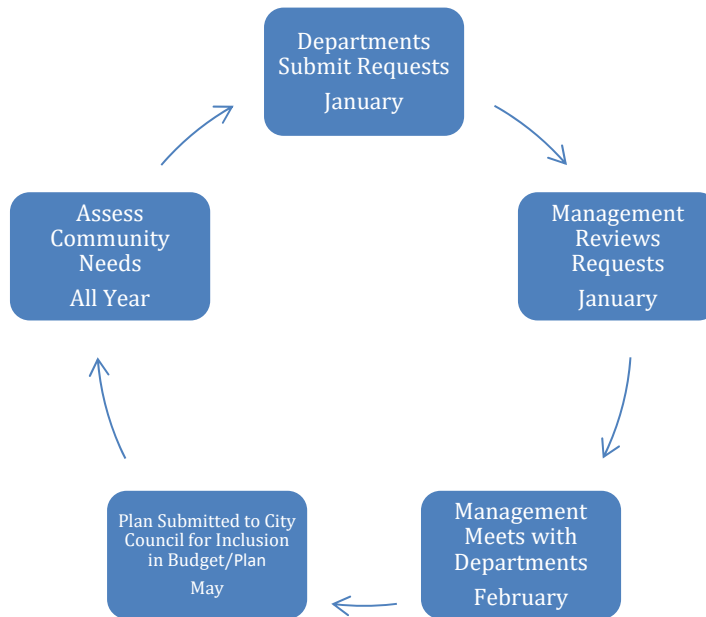
Debt Financing: For debt financing, the City uses several types of debt mechanisms, including revenue bonds and traditional lease-purchase or installment financing. The tool selected varies depending on the level of funding needed, the term of the need, and current debt market conditions. The City does not currently have general obligation bonds; however, they require approval by voters and are backed by the City's taxing authority to repay the bonds. Revenue bonds pledge the revenue generated by specific enterprise (water and sewer) charges.

Grants: The City actively searches out local, state, and federal grant opportunities. Expenditures are normally restricted to the purpose of the grant and, at times, will require a matching contribution from the City.

Reserve from Prior Years: As projects are completed, unspent budgeted amounts accumulate into reserves, available for future projects. Reserves can also build up when the City collects revenue in excess of the amount budgeted.

THE CIP PROCESS

The process for developing the CIP, as illustrated below, begins shortly after the beginning of a new fiscal year (July 1) as staff considers unmet capital needs in the recently adopted budget and other emerging needs. For each project, staff in the requesting department complete a CIP project request form and compile supporting documentation. All CIP project requests are due by the beginning of January of each year.



CIP PRACTICES

Long-Range Cost Estimates: Using the upcoming fiscal year as the base, staff consult the City Engineer to estimate future construction costs better.

Closing Projects: Projects are closed when the approved scope of work is complete. Staff reviews project statuses periodically to identify finished projects that can be closed. If the budget for a completed project is not fully expended, generally, the budget is closed, and the remaining balance accumulates in the fund balance. The accumulated fund balance is available to pay for future projects.

Horizon Issues: The proposed CIP funds the City's highly prioritized needs. Staff reviews and analyzes the project details supporting these projects and considers them ready to move forward. However, in many situations, the City has identified a future need but has not yet completed a detailed analysis weighed options, or designed a specific facility. These projects include facilities, capital infrastructure, and business systems needed in the future, often beyond the CIP's five-year timeframe.

PLANNING BY FUND

The following sections represent a description of the projects submitted, by element, for the five-year planning timeframe under consideration. Each element begins with a brief description of what types of projects are funded and includes a tabular summary of all projects considered and the proposed revenue source to fund the projects each year. At the end of each section, there is a summary table showing the total cost of the projects in each year and the proposed revenue source.

SECTION 2: GENERAL FUND

A majority of projects included in the CIP are housed in the General Fund. This revenue is generated in large part by ad valorem taxes, along with sales taxes, utility taxes, and other similar revenues.

The types of capital projects that qualify for this fund include facility improvements, transportation system improvements, and other similar projects.

Compared to other sources, General Fund resources are a flexible revenue source without restrictions on their use.

TRANSPORTATION ELEMENT PROJECTS

Projects Funded: Construction of new roadways, improvements to existing roadways, sidewalks, bicycle, and pedestrian facilities, transit projects, and railroad crossing improvements.

The table below shows each of the projects submitted for consideration in this year's CIP process and the project's estimated cost in each fiscal year in the Plan.

Transportation Element	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28	Total
Sidewalk - S. Third Ext. from Corporate Park Drive to Augusta Dr	\$32,500		\$700,000			\$732,500
Multi-use path - Third Street to Fifth Street Connector	\$60,500	\$300,000				\$360,500
Signal Light Preemption	\$68,271					\$68,271
NC 119 Wayfinding and entrance signs	\$100,000					\$100,000
Sidewalk - Crawford St. from N. First St. to N. 2nd St	\$137,000					\$137,000
Lake Michael Connector (along Lebanon Rd.)	\$375,000					\$375,000
Back Entrance Parking Lot at Community Park	\$480,000					\$480,000
Sidewalk - S. Eighth St. to Fifth St. Park via Arrowhead Villas		\$55,000				\$55,000
Repave MACC Parking Lot		\$400,000				\$400,000
Repave Old Rec Parking Lot		\$60,000				\$60,000
Pave Basketball Court Parking Lot			\$75,000			\$75,000
Sidewalk - S. Third Street Ext. - Augusta Dr to Gibson Road				\$62,500	\$350,000	\$412,500
Element Total	\$1,253,271	\$815,000	\$775,000	\$62,500	\$350,000	\$3,255,771

PARKS, RECREATION, AND CULTURAL RESOURCES ELEMENT

Projects Funded: The construction of recreation and parks amenities, expansion of existing parks, and significant renovations of current facilities.

The table below shows each of the projects submitted for consideration in this year's CIP process and the project's estimated cost in each fiscal year of the Plan.

Parks, Recreation, & Cultural Resources Element	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28	Total
Lake Michael Spillway	\$4,402,835					\$4,402,835
Second Phase of Cates Farm Playground		\$500,000				\$500,000
Pickle Ball Courts		\$400,000				\$400,000
MACC Roof Restoration		\$295,000				\$295,000
Replace the gym floor at Old Recreation building		\$160,000				\$160,000
Lake Michael Building Removal and Replacement		\$50,000			\$400,000	\$450,000
Air Conditioning for the Old Recreation building gym		\$100,000				\$100,000
New HVAC Control Panel for MACC		\$75,000				\$75,000
Lake Michael remaining trail		\$55,900	\$69,500	\$327,400		\$452,800
MACC Baseball/Softball Scoreboards		\$45,000				\$45,000
Open air shelters at the Community Park (for rent)		\$40,000	\$40,000	\$40,000		\$120,000
Lake Michael pier replacement			\$125,000			\$125,000
Youth/Walker Field Repurpose				\$2,000,000		\$2,000,000
Shade for Farmers Market				\$500,000		\$500,000
Community Park Expantion					\$15,000,000	\$15,000,000
Total Element	\$4,402,835	\$1,720,900	\$234,500	\$2,867,400	\$15,400,000	\$20,222,800

PUBLIC SAFETY ELEMENT

Projects Funded: Acquisition of capital equipment to support the operations of the two public safety departments in the City. (Note: Public safety *facilities* are considered in the *public facilities* element.)

The table below shows each of the projects submitted for consideration in this year's CIP process and the project's estimated cost in each fiscal year of the Plan.

Public Safety	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28	Total
Replace Fire Engine	\$850,000					\$850,000
Police vehicles	\$413,058	\$223,051	\$240,895	\$260,167	\$280,980	\$1,418,151
Training Simulator	\$80,000					\$80,000
Fire Prevention Vehicle	\$50,000					\$50,000
ATV Rescue Vehicle	\$30,654					\$30,654
Station 2 Fire Alarm	\$26,524					\$26,524
Replace Rescue Truck		\$1,300,000				\$1,300,000
Replace Engine 35		\$850,000				\$850,000
Replace Fire Chief Vehicle		\$60,000				\$60,000
Replace Platform Truck			\$2,000,000			\$2,000,000
Incident Command Vehicle			\$65,000			\$65,000
Administrative Vehicle			\$60,000			\$60,000
Zodiac			\$25,000			\$25,000
Element Total	\$600,236	\$2,433,051	\$2,390,895	\$260,167	\$280,980	\$5,965,329

PUBLIC FACILITIES ELEMENT

Projects Funded: Construction and significant renovations of general government and public safety facilities and infrastructure, including upgrades to existing City facilities, new public safety facilities, and additional public works facilities.

The table below shows each of the projects submitted for consideration in this year's CIP process and the project's estimated cost in each fiscal year of the Plan.

Public Facilities	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28	Total
Fire Station 4	\$5,190,000					\$5,190,000
Fiber Installation	\$95,702					\$95,702
IT Server Project	\$43,500					\$43,500
New Fleet Services office and foyer		\$145,200				\$145,200
New Police Facility			\$1,750,000	\$15,000,000		\$16,750,000
Replacement of roof at PD			\$260,000			\$260,000
Library roof replacement				\$181,500		\$181,500
Element Total	\$5,329,202	\$145,200	\$2,010,000	\$15,181,500	\$0	\$22,484,402

PUBLIC WORKS AND ENVIRONMENTAL SERVICES ELEMENT

Projects Funded: Projects designed to manage and mitigate the effects of stormwater runoff, manage the collection and disposal of solid waste, and maintain streets. These projects include structural improvements, construction, and significant infrastructure expansion. They also include the equipment needed to manage solid waste collection and maintain City streets.

The table below shows each of the projects submitted for consideration in this year's CIP process and the project's estimated cost in each fiscal year of the Plan.

Public Works & Environmental Services	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28	Total
CAT 304 Mini Hydraulic Excavator	\$90,200					\$90,200
Service truck (2 in FY24, 5 in FY25, then 2 yearly)	\$130,500	\$337,500	\$135,000	\$135,000	\$135,000	\$873,000
Trailer	\$9,300					\$9,300
Oil station shed	\$5,300					\$5,300
Mowing Division Carport	\$7,000					\$7,000
Trailer	\$5,600					\$5,600
Fleet diagnostic scanner	\$5,400					\$5,400
Compact Tractor - 3025D		\$25,000				\$25,000
Rotary Broom - 60 in. hydraulic 300 series loader mounted		\$20,000				\$20,000
Bucket Truck		\$200,000				\$200,000
New fuel station and pumps	\$97,000					\$97,000
Swap Loader Truck			\$350,000			\$350,000
John Deere Gator with Spray tank	\$30,500					\$30,500
Sidarm Garbage Truck	\$363,000	\$375,000				\$738,000
Knuckle boom Truck		\$204,000			\$210,000	\$414,000
Dump Truck - 4x2 (single axle)	\$162,150	\$162,150				\$324,300
Trailer leaf vacuum system		\$124,200				\$124,200
Leaf Vacuum Truck		\$250,000				\$250,000
Element Total	\$905,950	\$1,697,850	\$485,000	\$135,000	\$345,000	\$3,568,800

GENERAL FUND SUMMARY

General Fund	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28	Total	Funding
Station 2 Fire Alarm	\$26,524					\$26,524	Cash
John Deere Gator with Spray tank	\$30,500					\$30,500	Debt
ATV Rescue Vehicle	\$30,654					\$30,654	Debt
Sidewalk - S. Third Ext. from Corporate Park Drive to Augusta Dr	\$32,500		\$700,000			\$732,500	Cash
IT Server Project	\$43,500					\$43,500	Cash
Fire Prevention Vehicle	\$50,000					\$50,000	Debt
Multi-use path - Third Street to Fifth Street Connector	\$60,500	\$300,000				\$360,500	Cash
Signal Light Preemption	\$68,271					\$68,271	Cash
Training Simulator	\$80,000					\$80,000	Cash
CAT 304 Mini Hydraulic Excavator	\$90,200					\$90,200	Debt
Fiber Installation	\$95,702					\$95,702	Cash
New fuel station and pumps	\$97,000					\$97,000	Cash
NC 119 Wayfinding and entrance signs	\$100,000					\$100,000	Cash
Service truck (2 in FY24, 5 in FY25, then 2 yearly)	\$130,500	\$337,500	\$135,000	\$135,000	\$135,000	\$873,000	Debt
Sidewalk - Crawford St. from N. First St. to N. 2nd St	\$137,000					\$137,000	Cash
Dump Truck - 4x2 (single axle)	\$162,150	\$162,150				\$324,300	Debt
Sidearm Garbage Truck	\$363,000	\$375,000				\$738,000	Debt
Lake Michael Connector (along Lebanon Rd.)	\$375,000					\$375,000	Cash
Police vehicles	\$413,058	\$223,051	\$240,895	\$260,167	\$280,980	\$1,418,151	Debt
Back Entrance Parking Lot at Community Park	\$480,000					\$480,000	Cash
Replace Fire Engine	\$850,000					\$850,000	Debt
Lake Michael Spillway	\$4,402,835					\$4,402,835	Debt
Fire Station 4	\$5,190,000					\$5,190,000	Debt
Rotary Broom - 60 in. hydraulic 300 series loader mounted		\$20,000				\$20,000	TBD
Compact Tractor - 3025D		\$25,000				\$25,000	TBD
Open air shelters at the Community Park (for rent)		\$40,000	\$40,000	\$40,000		\$120,000	TBD
MACC Baseball/Softball Scoreboards		\$45,000				\$45,000	TBD
Lake Michael Building Removal and Replacement		\$50,000			\$400,000	\$450,000	TBD
Sidewalk - S. Eighth St. to Fifth St. Park via Arrowhead Villas		\$55,000				\$55,000	TBD
Lake Michael remaining trail		\$55,900	\$69,500	\$327,400		\$452,800	TBD
Repave Old Rec Parking Lot		\$60,000				\$60,000	TBD
Replace Fire Chief Vehicle		\$60,000				\$60,000	TBD
New HVAC Control Panel for MACC		\$75,000				\$75,000	TBD
Air Conditioning for the Old Recreation building gym		\$100,000				\$100,000	TBD
Trailer leaf vacuum system		\$124,200				\$124,200	TBD
New Fleet Services office and foyer		\$145,200				\$145,200	TBD
Replace the gym floor at Old Recreation building		\$160,000				\$160,000	TBD
Bucket Truck		\$200,000				\$200,000	TBD
Knuckle boom Truck		\$204,000			\$210,000	\$414,000	TBD
Leaf Vacuum Truck		\$250,000				\$250,000	TBD
MACC Roof Restoration		\$295,000				\$295,000	TBD
Repave MACC Parking Lot		\$400,000				\$400,000	TBD
Pickle Ball Courts		\$400,000				\$400,000	TBD
Second Phase of Cates Farm Playground		\$500,000				\$500,000	TBD
Replace Engine 35		\$850,000				\$850,000	TBD
Replace Rescue Truck		\$1,300,000				\$1,300,000	TBD
Zodiac			\$25,000			\$25,000	TBD
Administrative Vehicle			\$60,000			\$60,000	TBD
Incident Command Vehicle			\$65,000			\$65,000	TBD
Pave Basketball Court Parking Lot			\$75,000			\$75,000	TBD
Lake Michael pier replacement			\$125,000			\$125,000	TBD
Replacement of roof at PD			\$260,000			\$260,000	TBD
Swap Loader Truck			\$350,000			\$350,000	TBD
New Police Facility			\$1,750,000	\$15,000,000		\$16,750,000	TBD
Replace Platform Truck			\$2,000,000			\$2,000,000	TBD
Sidewalk - S. Third Street Ext. - Augusta Dr to Gibson Road				\$62,500	\$350,000	\$412,500	TBD
Library roof replacement				\$181,500		\$181,500	TBD
Shade for Farmers Market				\$500,000		\$500,000	TBD
Youth/Walker Field Repurpose				\$2,000,000		\$2,000,000	TBD
Recreation Project					\$15,000,000	\$15,000,000	TBD
Total General Fund	\$13,308,894	\$6,812,001	\$5,895,395	\$18,506,567	\$16,375,980	\$60,898,837	

SECTION 4: WATER AND SEWER UTILITY

Projects assigned to the Water and Sewer Utility element are funded through the Water and Sewer Enterprise Fund. This fund only pays for projects related to the water and sewer system and not for the General Fund.

The capital projects that qualify for this fund include main additions and replacements, water/wastewater treatment plant renovations/expansions, filter rehabilitation, pump station additions, and significant infrastructure. They also include the equipment necessary to maintain the system.

WATER AND SEWER UTILITY ELEMENT

Projects Funded: Construction and improvement of water and sewer infrastructure. These projects include main additions and replacements, water/wastewater treatment plant renovations/expansions, filter rehabilitation, pump station additions, and major renovations to infrastructure.

The table shows each of the projects submitted for consideration in this year's CIP process and the project's estimated cost in each fiscal year of the Plan.

Water and Sewer Utility	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28	Total	Funding
Elevated Storage Tank	\$7,025,000					\$7,025,000	Debt/Grants
Air Compressor	\$25,000					\$25,000	Cash
Mebane-Graham WWTP	\$27,859	\$80,255	\$70,290	\$433,958	\$21,966	\$634,328	Cash
Water Rehab	\$38,000	\$17,000	\$250,000			\$305,000	Cash
Roof Repair Thickener Building	\$40,000					\$40,000	Cash
2" Galvanized Water Line Replacement Engineering	\$50,000	\$145,000	\$205,000			\$400,000	Cash
GE Pump Station Re-build	\$50,000				\$3,250,000	\$3,300,000	Cash/Debt
Third Street Outfall	\$50,000					\$50,000	Cash
Trucks	\$62,000	\$46,000	\$50,600	\$55,000	\$55,000	\$268,600	Cash
Sewer Jetter	\$136,818					\$136,818	Cash
Utility Oversizing	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	\$750,000	Cash
Meters	\$180,000					\$180,000	Cash
Rock Quarry Rd Loop and OAWS Interconnect	\$329,875	\$629,500			\$750,000	\$1,709,375	Cash/Debt
Water Plant Capital	\$375,000	\$281,500	\$115,000	\$480,000	\$3,300,000	\$4,551,500	Cash/Debt
WRRF Expansion		\$63,000,000				\$63,000,000	Cash/Grants/Debt
Vac-Truck		\$570,000				\$570,000	TBD
Inflow & Infiltration		\$500,000	\$500,000	\$500,000	\$500,000	\$2,000,000	TBD
Backhoe		\$150,000				\$150,000	TBD
Jones Road Outfall		\$112,500	\$887,500			\$1,000,000	TBD
Rotary Drum Thickener (RDT) Rehab		\$100,000				\$100,000	TBD
WRRF Vehicle			\$32,400			\$32,400	TBD
Gravelly Hill Force Main Re-route				\$798,000		\$798,000	TBD
Min-Excavator				\$110,000		\$110,000	TBD
Aqua Guard Influent Screen Rehab				\$100,000		\$100,000	TBD
Total Water and Sewer Utility	\$8,539,552	\$65,781,755	\$2,260,790	\$2,626,958	\$8,026,966	\$80,211,021	



Budget Hearing

FISCAL YEAR 2023-2024

JUNE 5, 2023



ECONOMIC FACTORS

- Inflation – 12-month percentage change from April 2022 to April 2023 is 5.5% for the South Atlantic Region
- Supply chain issues
- Federal funding/small pool of contractors
- Rising cost of borrowing



FY23-24 BUDGET HIGHLIGHTS

General Fund Expenditures	\$33,244,817	General Fund Revenues	\$33,244,817
Utility Fund Expenditures	<u>\$11,891,019</u>	Utility Fund Revenues	<u>\$11,891,019</u>
Total Expenditures	\$45,135,836	Total Revenues	\$45,135,836
Utility Capital Reserve	\$1,673,000	Utility Capital Reserve Revenues	\$1,673,000

Cost of living increase	6%	Garbage/Recycling – unchanged at \$8.00 per month per address
Health Insurance increase	0.016%	
Retirement Rate increase		Water Rates per 1,000 gallons – 6% increase Inside City \$7.56, Outside City \$15.12
General	0.75%	
Law Enforcement	0.94%	
Property Tax Rate - \$0.38 per \$100 valuation		Sewer Rates per 1,000 gallons – 6% increase Inside City \$8.12, Outside City \$16.24
FY22-23 rate is \$0.47		
Revenue neutral rate is \$0.3421		



General Fund
Recommended
Budget

FY23-24



GENERAL FUND EXPENDITURES

BY TYPE

BY DEPARTMENT

General Fund Expenditures by Type

General Fund Department Budgets

Type	FY 2021-2022 Actual	FY 2022-2023 Amended Budget	FY 2023-2024 Recommended Budget	Percent Change	FY22-23 Variance
Personnel	\$10,654,813	\$14,034,974	\$16,413,723	16.9%	\$2,378,749
Operating	\$6,680,927	\$12,370,614	\$10,633,517	(14.0%)	(\$1,737,097)
Capital	\$2,467,577	\$4,018,046	\$4,347,060	8.2%	\$329,014
Debt Service	\$1,594,324	\$1,807,707	\$1,850,517	2.4%	\$42,810
Total	\$21,397,641	\$32,231,341	\$33,244,817	3.1%	\$1,013,476

Department	FY 2021-2022 Actual	FY 2022-2023 Amended Budget	FY 2023-2024 Recommended Budget	Percent Change	FY22-23 Variance
Council*	\$67,853	\$88,237	\$71,870	(18.5%)	(\$16,367)
Administration	\$931,899	\$1,249,653	\$1,426,869	14.2%	\$177,216
Finance	\$608,309	\$706,471	\$748,626	6.0%	\$42,155
IT**	\$628,711	\$1,059,288	\$1,663,401	57.0%	\$604,113
Economic Development	\$755,349	\$1,169,421	\$900,214	(23.0%)	(\$269,207)
Police	\$4,715,161	\$5,784,853	\$6,878,989	18.9%	\$1,094,136
Fire	\$3,104,123	\$5,567,664	\$4,971,465	(10.7%)	(\$596,199)
Planning	\$452,133	\$651,537	\$597,343	(8.3%)	(\$54,194)
Main Street Program*	\$65,195	\$221,535	\$0	(100.0%)	(\$221,535)
Inspections	\$859,380	\$878,139	\$961,283	9.5%	\$83,144
Engineering	\$451,488	\$445,500	\$445,500	0.0%	\$0
Public Works	\$2,438,053	\$3,813,553	\$3,304,438	(13.4%)	(\$509,115)
Public Facilities	\$594,765	\$913,699	\$1,271,578	39.2%	\$357,879
Sanitation	\$1,482,621	\$2,167,748	\$2,178,668	0.5%	\$10,920
Recreation and Parks	\$2,088,479	\$2,668,847	\$3,093,729	15.9%	\$424,882
Non-Departmental	\$2,154,122	\$4,845,197	\$4,730,844	(2.4%)	(\$114,353)
Total	\$21,397,641	\$32,231,341	\$33,244,817	3.1%	\$1,013,476


*Some or all of the budget was moved to Non-Departmental in FY 23-24.

** All citywide IT expenditures were moved to the IT department.



PROPOSED TAX RATE

Fire Station 4 \$5,000,000	New Police Facility \$15,000,000	Recreation & Parks project(s) \$15,000,000
-------------------------------	-------------------------------------	---

- \$0.38 per \$100 of assessed property valuation
-  \$0.01 cent of tax revenue = \$420,159
- \$0.03 cents restricted annually - \$1,260,477 (FY24)
- Restricted Capital Reserve Fund
- Limit future borrowing = cost savings

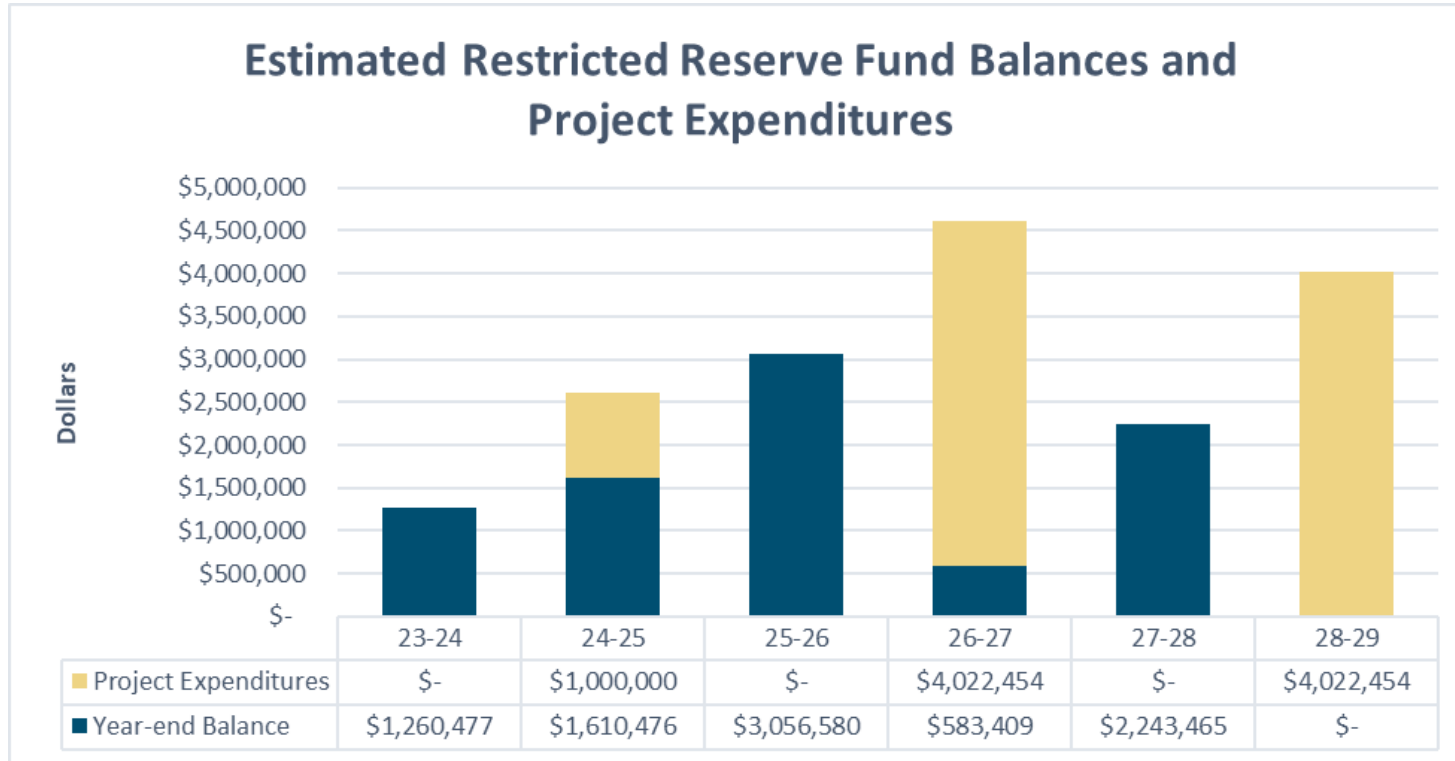


ESTIMATED RESTRICTED CAPITAL RESERVE REVENUE AND EXPENDITURES

Estimated Restricted Capital Reserve revenue per year based on the average growth rate of the previous five years:

- FY23-24 \$1,260,477
- FY24-25 \$1,349,999
- FY25-26 \$1,446,105
- FY26-27 \$1,549,283
- FY27-28 \$1,660,056
- FY28-29 \$1,778,988

Total \$9,044,908



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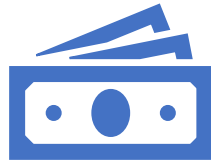
INTEREST COST SAVINGS

BORROWING ASSUMPTIONS

ESTIMATED TOTAL SAVINGS



4% interest rate



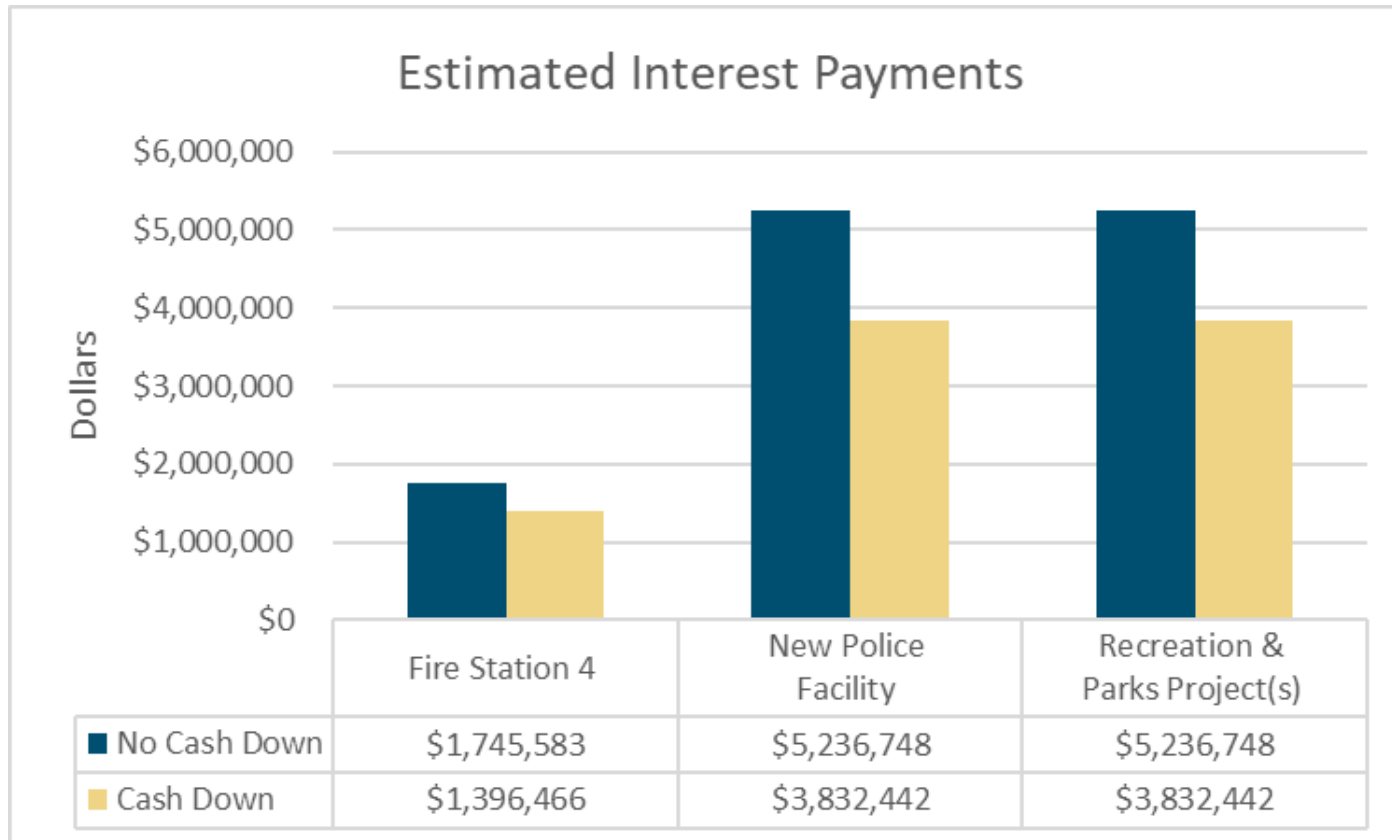
15-year borrowing
term



\$3,157,727



ESTIMATED INTEREST PAYMENTS



Estimated interest payments for all 3 projects:

No cash down \$12,219,078

Cash down \$9,061,351

Savings \$3,157,727



POTENTIAL DEBT PAYMENT COVERAGE

- Close-out Restricted Capital Reserve Fund (approximately FY28-29)
- Open a Debt Service Fund for the three projects (approximately FY29-30)
- The Debt Service Fund could cover 100% of the debt for the three projects starting in FY33-34.

Amount of Debt Service Fund Coverage

FY30-31 – 86%

FY31-32 – 92%

FY32-33 – 99%

FY33-34 - 100%



FIRE DISTRICT TAX

Current tax rate

0.105 cents per \$100

Current revenue generated

\$495,998

Revenue neutral rate

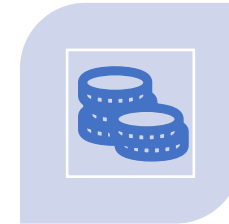
0.0673 cents per \$100

Revenue neutral tax generated

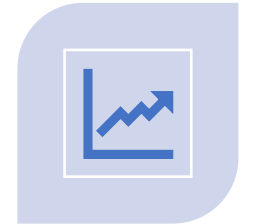
\$563,699



PROPOSED TAX RATE =
0.07 CENTS PER \$100



ESTIMATED TAX
REVENUE GENERATED =
\$558,231



NET TAX REVENUE
INCREASE = \$62,233



GENERAL FUND REVENUES AND OTHER FINANCING SOURCES

General Fund Revenues and Other Funding Sources					
	FY 2021- 2022 Actual	FY 2022- 2023 Amended Budget	FY 2023-2024 Recommended Budget	Percent Change	FY22-23 Variance
Revenues					
Property taxes	\$12,631,940	\$13,663,270	\$16,550,844	21.1%	2,887,574
Sales taxes	\$5,781,791	\$5,585,356	\$7,107,700	27.3%	1,522,344
Privilege licenses	\$805	\$1,000	\$900	(10.0%)	(100)
Unrestricted intergovernmental	\$1,901,684	\$1,750,005	\$1,822,100	4.1%	72,095
Restricted intergovernmental	\$1,231,498	\$880,273	\$891,450	1.3%	11,177
Permits & fees	\$1,388,813	\$1,259,760	\$1,919,910	52.4%	660,150
Sales & Services	\$701,267	\$722,094	\$816,388	13.1%	94,294
Investment earnings	\$9,809	\$20,000	\$20,000	0.0%	0
Miscellaneous	\$955,798	\$53,000	\$48,000	(9.4%)	(5,000)
Total revenues	\$24,603,405	\$23,934,758	\$29,177,292	21.9%	5,242,534
Other financing sources					
Transfers in	\$566,851	\$0	\$0	N/A	0
Transfers out	(\$129,423)				
Debt proceeds	\$1,365,000	\$2,466,006	\$1,270,062	(48.5%)	(1,195,944)
Appropriated Fund Balance	\$0	\$5,830,577	\$2,797,463	(52.0%)	(3,033,114)
Total other financing sources	\$1,802,428	\$8,296,583	\$4,067,525	(51.0%)	(4,229,058)
Total revenues & other financing sources	\$26,405,833	\$32,231,341	\$33,244,817	3.1%	1,013,476



Utility Fund
Recommended
Budget

FY23-24



UTILITY FUND EXPENDITURES

BY TYPE

Utility Fund Expenditures by Type					
	FY 2021-2022	FY 2022-2023	FY 2023-2024		
	Actual	Amended Budget	Recommended Budget	Percent Change	FY22-23 Variance
Personnel	\$2,434,184	\$3,094,556	\$3,752,757	21.3%	\$658,201
Operating	\$3,223,240	\$4,873,043	\$5,069,014	4.0%	\$195,971
Capital	\$1,702,527	\$4,019,515	\$1,577,880	(60.7%)	(\$2,441,635)
Debt Service	\$3,632,095	\$1,502,821	\$1,491,368	(0.8%)	(\$11,453)
Total	\$10,992,046	\$13,489,935	\$11,891,019	(11.9%)	(\$1,598,916)

BY DEPARTMENT

Utility Fund Department Budgets					
	FY 2021-2022	FY 2022-2023	FY 2023-2024		
Department	Actual	Amended Budget	Recommended Budget	Percent Change	FY22-23 Variance
Admin, Billing & Meters	\$1,617,816	\$1,439,936	\$1,613,720	12.1%	\$173,784
Operations & Maintenance	\$3,568,536	\$5,663,169	\$5,854,953	3.4%	\$191,784
Engineering	\$306,902	\$298,098	\$285,000	(4.4%)	(\$13,098)
Water Resource Recovery	\$1,802,512	\$2,242,698	\$2,633,578	17.4%	\$390,880
Non-Departmental	\$3,696,280	\$3,846,034	\$1,503,768	(60.9%)	(\$2,342,266)
Total	\$10,992,046	\$13,489,935	\$11,891,019	(11.9%)	(\$1,598,916)

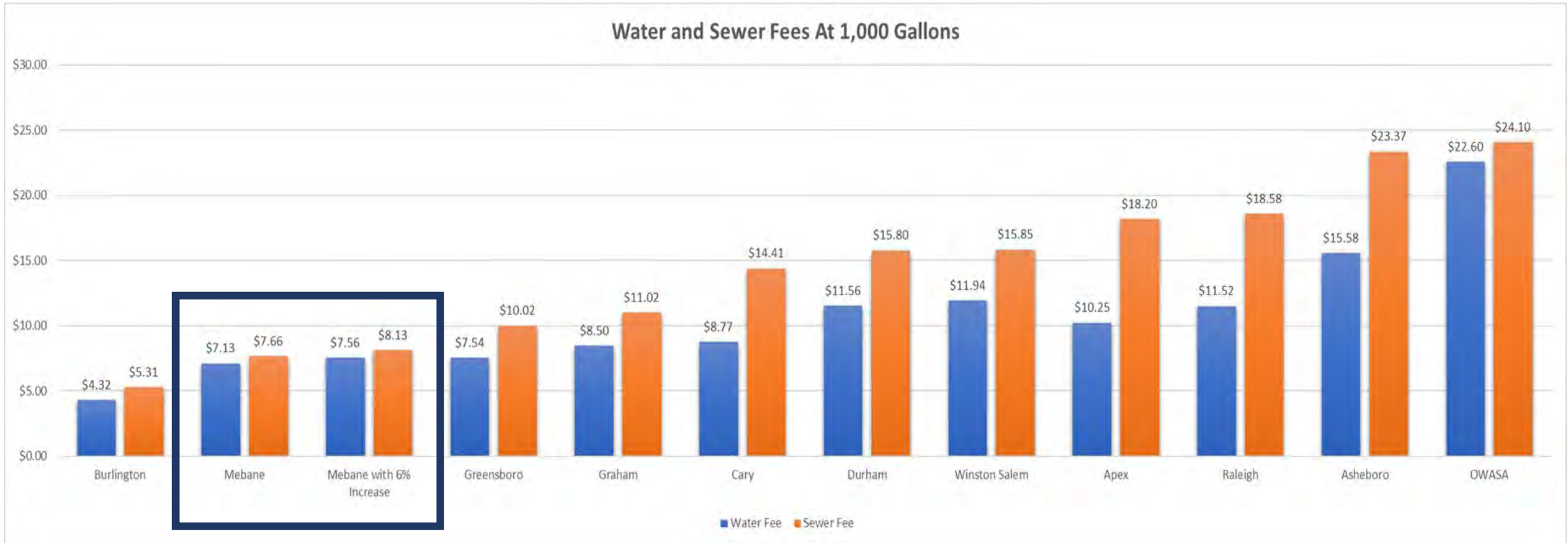


WATER AND SEWER RATES

Water and Sewer Rates					
Fiscal Year	Inside Water	Outside Water	Inside Sewer	Outside Sewer	Increase
FY 22-23	\$7.13	\$14.26	\$7.66	\$15.30	6%
FY 23-24	\$7.56	\$15.12	\$8.12	\$16.24	6%



RATE COMPARISONS





MUTILITY FUND REVENUES AND OTHER FUNDING SOURCES

Utility Fund Revenues and Other Funding Sources					
	FY 2021-2022 Actual	FY 2022-2023 Amended Budget	FY 2023-2024 Recommended Budget	Percent Change	FY22-23 Variance
Revenues					
Sales and Services	\$8,014,130	\$8,444,216	\$8,844,194	4.7%	\$399,978
Intergovernmental	(\$55,461)	(\$106,000)	(\$106,000)	0.0%	\$0
Permits and Fees	\$199,129	\$304,875	\$449,400	47.4%	\$144,525
Investment Earnings	\$4,548	\$20,000	\$20,000	0.0%	\$0
Miscellaneous	\$166,352	\$510,500	\$222,500	(56.4%)	(\$288,000)
Total revenues	\$8,328,698	\$9,173,591	\$9,430,094	2.8%	\$256,503
Other financing sources					\$0
Transfers in	\$2,008,316	\$0	\$0	N/A	\$0
Debt proceeds	\$4,794,058	\$0	\$0	N/A	\$0
Appropriated fund balance	\$0	\$4,316,344	\$2,460,925	(43.0%)	(\$1,855,419)
Total revenues & other financing sources	\$15,131,072	\$13,489,935	\$11,891,019	(11.9%)	(\$1,598,916)



Utility Capital
Reserve Fund
Recommended
Budget

FY23-24

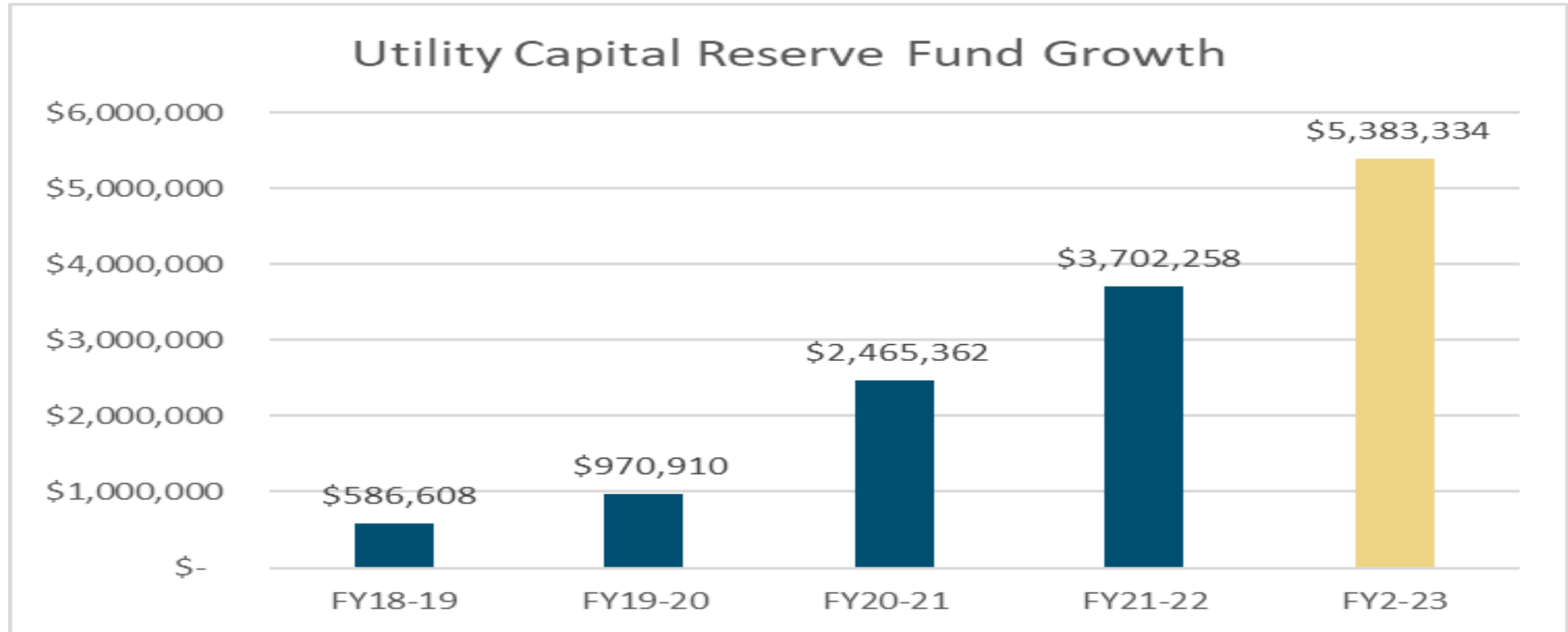


UTILITY CAPITAL RESERVE FUND REVENUES

Capital Reserve Fund Revenues and Other Financing Sources					
	FY 2021- 2022 Actual	FY 2022- 2023 Amended Budget	FY 2023-2024 Recommended Budget	Percent Change	FY22-23 Variance
System Development Fees	\$1,434,780	\$1,598,000	\$1,670,000	4.5%	\$72,000
Interest Earnings	\$1,293	\$3,000	\$3,000	0.0%	\$0
Total revenues	\$1,436,073	\$1,601,000	\$1,673,000	44.3%	\$491,500
Other financing sources					
Transfers out	(\$199,177)	\$0	\$0	N/A	\$0
Total revenues & other financing sources	\$912,222	\$1,601,000	\$1,673,000	22.3%	\$72,000



UTILITY CAPITAL RESERVE FUND GROWTH



FY22-23 is as of 5/31/23.



FY23-24 BUDGET RECAP

General Fund Expenditures	\$33,244,817	General Fund Revenues	\$33,244,817
Utility Fund Expenditures	<u>\$11,891,019</u>	Utility Fund Revenues	<u>\$11,891,019</u>
Total Expenditures	\$45,135,836	Total Revenues	\$45,135,836
Utility Capital Reserve	\$1,673,000	Utility Capital Reserve Revenues	\$1,673,000

Property Tax Rate - \$0.38 per \$100 valuation
FY22-23 rate is \$0.47
Revenue neutral rate is \$0.3421

Water Rates per 1,000 gallons – 6% increase
Inside City \$7.56, Outside City \$15.12

Sewer Rates per 1,000 gallons – 6% increase
Inside City \$8.12, Outside City \$16.24



Questions?



AGENDA ITEM #7

Transload Facility Agreement (Revised)

Meeting Date

June 5, 2023

Presenter

Lawson Brown, City Attorney

Public Hearing

Yes No

Summary

The City Council approved the Transload Agreement with Alamance County and Samet Corporation and the NCIC Railroad, Inc. at its last meeting and Samet Corporation and NCIC Railroad, Inc. have requested changes.

Background

After the approval by the Council, Samet Corporation and NCIC Railroad, Inc. have requested modifications to the Agreement. The requested modifications or changes more appropriately reflect the relationship of Samet Corporation and NCIC Railroad, Inc.: Samet as the general contractor and NCIC Railroad as the owner of the real property and the physical improvements, being the transload facility.

Financial Impact

The financial impact is the same with the City granting the State of North Carolina grant of \$2.6M currently held by the City and the City and County paying \$300, 843 each.

Recommendation

Staff recommends the approval of the revised Agreement.

Suggested Motion

I move that the Council approve the Transload Agreement as amended per the attached.

Attachments

1. Revised Transload Facility Agreement
2. Redline of prior Agreement

**NORTH CAROLINA
ALAMANCE COUNTY**

AGREEMENT

This Agreement (the "Agreement") is made as of the date of the last signature to the same, by and between NCIC RAILROAD, INC., a North Carolina not-for-profit corporation ("NCICRR"), CITY OF MEBANE, a North Carolina municipality ("MEBANE"), and ALAMANCE COUNTY, a North Carolina body politic ("COUNTY"). SAMET CORPORATION, a North Carolina corporation ("SAMET") is executing this Agreement for purposes of evidencing its consent to the Agreement as General Contractor for the Facility, as such term is defined herein.

RECITALS

- A. NCIC, LLC, a North Carolina limited liability company, and an affiliate of Samet, has developed and is developing an industrial park located in Mebane, Alamance County, North Carolina, known as the North Carolina Industrial Center ("NCIC").
- B. NCICRR has been formed for the purpose of acquiring, designing, constructing, developing, owning, maintaining and operating a railroad transload facility ("FACILITY") in NCIC which will allow for rail deliveries to a facility located in NCIC by transloading various materials for commercial/industrial purposes to vehicles that will transport such materials to properties in NCIC.
- C. The State of North Carolina ("STATE") has appropriated a grant to MEBANE in the amount of \$2,600,000 for the funding the FACILITY, said grant to be administered by MEBANE ("STATE GRANT").
- D. MEBANE and COUNTY have agreed to provide the additional funding to NCICRR in the form of grants (the grant from MEBANE being the "MEBANE GRANT" and the grant from COUNTY being the "COUNTY GRANT") for the construction and development of the FACILITY, which grants are intended to be in the amount \$601,686 (\$300,843 from MEBANE and \$300,843 from COUNTY).
- E. The grants by MEBANE and COUNTY are made under the authority of North Carolina General Statutes 160A-20.1, 158-7.1 and 158-7.2, as construed by the North Carolina Supreme Court in its opinion in *Maready v. The City of Winston-Salem, et. al*, 342 N.C. 708 et. seq.
- F. NCICRR will make a new capital investment (including, building, machinery, and equipment) of approximately Three Million Two Hundred One Six Hundred and Eighty-Six Dollars

(\$3,201,686.00) per the schedule in Exhibit "A" as part of its development and construction of the FACILITY.

- G. The County and Mebane find that in order to aid and encourage the construction and development of the FACILITY in NCIC, it is necessary and desirable to assist and reimburse the NCICRR for a portion of its expense in developing and constructing the FACILITY including but not limited to costs associated with NCICRR's land purchase, construction costs and equipment costs.
- H. Mebane and the County find that reimbursing NCICRR for a portion of its construction and equipment costs serves a public purpose and potentially will increase the taxable property base for the County and Mebane and help create an enhancement to local existing and future industries by the Completion Date, all of which will result in an added and valued benefit to the taxpayers of the County and Mebane.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS STATED HEREIN, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

SECTION 1. RESPONSIBILITIES

- 1.1. NCICRR shall be responsible for all phases of the PROJECT to include planning, design, property acquisition, maintenance and continuous operation of FACILITY. NCICRR will engage SAMET to serve as the general contractor for the design, development and construction of the FACILITY.
- 1.2. MEBANE and COUNTY shall each make payments (each a "Local Grant Payment" and collectively the "Local Grant Payments") as a grant in the amount of \$300,843 to NCICRR. Mebane shall also make payments (each a "State Grant Payment" and collectively the "State Grant Payments;" the State Grant Payments and the Local Grant Payments are collectively the "Grant Payments") from the State Grant in the amount of \$2,600,000 to NCICRR. The Grant Payments shall commence within thirty (30) business days of NCICRR receipt of (i) approval by the State of North Carolina for a grading permit for the Facility, (ii) receipt of all final governmental approvals for the construction of the FACILITY from MEBANE, and (iii) satisfactory evidence of an agreement with the NORTH CAROLINA RAILROAD COMPANY, a North Carolina corporation ("NCRR") and NORFOLK SOUTHERN RAILWAY COMPANY, a Virginia corporation ("NSRW") relating to the future use of the FACILITY. Upon commencement of the Grant Payments, the Grant Payments shall be made quarterly by MEBANE to NCICRR upon MEBANE'S receipt of a Construction Progress Report showing verified costs incurred with respect to the FACILITY and construction progress to date with respect to the FACILITY. The GRANT PAYMENTS shall be made in the following order: (i) MEBANE shall first disburse the STATE GRANT as herein provided, (ii)

upon exhaustion of the STATE GRANT, MEBANE shall disburse the MEBANE GRANT and the COUNTY GRANT on a pro rata basis.

- 1.3. NCICRR shall indemnify and agree to hold the COUNTY and MEBANE harmless from any and all liability arising from the construction of the Facility, including, without limitation attorney's fees, except to the extent such liability arises from the negligent or willful action or inaction of the COUNTY or MEBANE.

SECTION 2. PROJECT DELIVERY REQUIREMENTS

- 2.1. NCICRR shall cause the plans and specifications for the design, development, and construction of the FACILITY to be prepared and secure all approvals necessary for the FACILITY, including any zoning approvals and special use permits. All work completed by or on behalf of NCICRR with respect to the FACILITY shall be performed in accordance with all applicable federal, state and local laws, ordinances, rules, policies and procedures
- 2.2. Upon completion of the PROJECT, NCICRR shall be responsible for all operations of the FACILITY in accordance with the reasonable requirements of NCRR and NSRW.
- 2.3. NCICRR shall not encumber the FACILITY with debt or convey the FACILITY to a third party without the written consent of MEBANE and COUNTY, such consent not to be unreasonably withheld, conditioned or delayed.

SECTION 3. COSTS AND FUNDING

- 3.1. MEBANE and COUNTY shall each grant to NCICRR a maximum of \$300,843.00. NCICRR will pay all costs to complete the design, development, and construction of the FACILITY. As long as the STATE GRANT, the COUNTY GRANT, and the MEBANE GRANT are disbursed in full to NCICRR, in the event that the cost to design, develop, and construct the FACILITY is less than Three Million Two Hundred One Thousand Six Hundred Eighty-Six Dollars (\$3,201,686.00) (the "Estimated Cost"), NCICRR shall reimburse MEBANE and COUNTY on a pro rata basis for the difference between the actual cost to design, develop and construct the FACILITY and the Estimated Cost up to the amounts of the MEBANE GRANT and the COUNTY GRANT.
- 3.2. All payments by MEBANE and COUNTY are subject to all the provisions of this Agreement as herein provided, including but not limited to availability of funds under Section 15.

SECTION 4. INSPECTION

During the performance of the Agreement, NCICRR agrees to allow representatives of MEBANE and/or COUNTY to enter upon the property upon which the FACILITY is to be constructed during normal business hours upon forty-eight hours' prior notice for the purpose of confirming the new construction.

SECTION 5. CANCELLATION

NCICRR may terminate this Agreement upon written notice to MEBANE and COUNTY for any reason at any time prior to such time as MEBANE and/or COUNTY commences payment of the Grant Payments. Upon receipt of such notification, this Agreement shall be cancelled and all of its terms and conditions shall become void. NCICRR may terminate this Agreement upon written notice and repayment of any MEBANE GRANT funds and COUNTY GRANT funds to MEBANE and COUNTY respectively at any time after such time as MEBANE and/or COUNTY commences payment of the Grant Payment. In the event that construction of the FACILITY ceases for a period of sixty (60) days prior to completion of the Facility, which shall be deemed to occur if after no physical work takes place on the property upon which the FACILITY is to be constructed for a period of sixty (60) consecutive days prior to completion of the Facility, NCICRR shall repay the MEBANE GRANT funds and the COUNTY GRANT funds to MEBANE and COUNTY respectively within ten (10) business days of receipt of written demand from MEBANE and/or COUNTY.

SECTION 6. ACCOUNTING

NCICRR agrees, upon written request of MEBANE and/or COUNTY and not more than once in any calendar year, to make full and accurate accounting of its expenditures with respect to the design, development and construction of the FACILITY. Within thirty (30) business days of NCICRR's receipt of a Final Certificate of Occupancy with respect to the FACILITY, NCICRR will provide to MEBANE and COUNTY a full and accurate accounting of its expenditures with respect to the design, development, and construction of the Facility.

SECTION 7. NON-DISCRIMINATION

NCICRR shall observe all federal, state and local laws, rules and regulations governing labor and employment (including E-Verify, under Article 2 of Chapter 64 of the North Carolina General Statutes) and shall not discriminate against any person on the grounds of race, color, national origin, sex, age, or disability in the administration of this Agreement nor shall any person be excluded from participation in, or be denied the benefits of, any project constructed under this Agreement on the grounds of race, color, national origin, sex, age, or disability.

SECTION 8. WAIVER

A waiver of any provision of the Agreement must be in writing, designated as such, and signed by the party against whom enforcement of the waiver is sought. The waiver of a breach of any

provision of the Agreement shall not operate or be construed as a waiver of any subsequent or other breach thereof.

SECTION 9. STATUS OF PARTIES

Nothing contained in this Agreement, shall be construed as establishing a partnership or joint venture relationship between the Parties. NCICRR and its employees and representatives are independent contractors, solely responsible for its or their performance or non-performance under the Agreement and shall have no legal authority to bind COUNTY or MEBANE. Furthermore, no employee or contractor of NCICRR will be construed as an employee of COUNTY or MEBANE should NCICRR fail to maintain workers' compensation insurance as required by law.

SECTION 10. MODIFICATION

This Agreement may be modified only by a written amendment which must be approved by all parties hereto. The contractual commitments provided for herein and made by the parties hereto shall be deemed to continue into the future, survive and remain binding upon future elected and appointed officials to the full extent permitted under applicable law. This Agreement may be executed in counterparts separately with the resultant executed counterparts forming a single Agreement.

SECTION 11. AUTHORITY AND COOPERATION

The parties and each person executing this Agreement on behalf thereof represent and warrant that they have the full right and authority to enter into this Agreement, which is binding, and to sign on behalf of the party indicated, and are acting on behalf of themselves, the constituent members and the successors and assigns of each of them. The parties agree to reasonably assist one another and cooperate in the defense (should any defense ever be necessary) of their individual obligations under this Agreement.

SECTION 12. FORUM AND VENUE

No provision of this Agreement may be invalidated, except by the Superior Court of Alamance County which shall have sole jurisdiction over any disputes which arise under this Agreement or otherwise regarding the parties hereto, and further, venue shall be proper and shall lie exclusively in the Superior Court of Alamance County, North Carolina.

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

- a. Such holdings shall not invalidate or render unenforceable any other provision of this Agreement;
- b. Such provision shall be construed as closely as possible to the parties' original intent in order to render such provision valid or enforceable, as applicable; and
- c. The remaining terms here, together with such reconstructive provision, shall constitute the parties' entire agreement hereof.

SECTION 13. ENTIRE AGREEMENT

This Agreement sets forth the entire agreement between the parties and supersedes any and all other agreements on this subject between parties.

SECTION 14. FUNDS AVAILABILITY

The Parties acknowledge that MEBANE and COUNTY are governmental entities, and validity of this Agreement is based upon the availability of public funding under the authority of its statutory mandate. In the event that public funds are unavailable for the performance of MEBANE or COUNTY obligations under this Agreement, then this Agreement shall remain in full effect, provided, however, that the payment obligations of such shall be temporarily suspended, without penalty to MEBANE or COUNTY, immediately upon written notice to NCICRR of the unavailability of public funds, and the timing required of NCICRR to complete the design, development, and construction of the T/F FACILITY shall be tolled for the entire period that the payment obligations are suspended. At such time as such public funds are again available, the payment obligations of MEBANE or COUNTY hereunder shall be deemed reinstated without necessity of further written agreement. It is expressly agreed that MEBANE and COUNTY shall not activate this “unavailability” provision for their convenience or to circumvent the requirements of this Agreement. In either event, the government entities agree that they will use best efforts to replace, through other sources available to them under law, funds due to the NCICRR, as soon as practical. In the event of a change in MEBANE and COUNTY’S statutory authority, mandate and/or mandated functions by State and/or Federal legislative or regulatory action, which adversely affects authority to continue obligations under this Agreement, then this Agreement shall be suspended without penalty to MEBANE or COUNTY upon written notice to NCICRR of such limitations or change in the legal authority.

SECTION 15. AUTHORIZING DOCUMENTS

At or prior to the execution of this agreement, NCICRR shall provide to MEBANE and COUNTY current certificates of incumbency, resolutions of NCICRR evidencing NCICRR’s authority to execute this Agreement and a Certificate of Existence issued by the North Carolina Secretary of State.

SECTION 16. ASSIGNMENTS

SAMET will not assign its rights under this Agreement without written consent of COUNTY and MEBANE. Such consent will not be unreasonably withheld but any entity assuming obligations under this Agreement will be bound by the entirety of its terms. No assignment granted under this section will relieve SAMET of its obligations under this Agreement

SECTION 17. ANNUAL REPORTS

NCICRR shall deliver a written annual report of receipts, disbursements and operations on the first anniversary of the completion of construction of the Facility on each subsequent anniversary thereafter.

SECTION 18. ANNEXATION

Notwithstanding anything to the contrary stated herein, 1) MEBANE and COUNTY shall have no obligation to make any payments until the Property is annexed into the City of Mebane; and 2) the obligations of MEBANE and COUNTY shall cease and terminate at the seven-year anniversary of this Agreement regardless of the status of the Company's investment. NCICRR agrees to submit a petition for annexation of the Property no later than such date when NCICRR applies for a building permit for the FACILITY.

SECTION 18. NOTICES

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

If to the County:
Alamance County
Attn: Manager
124 West Elm Street
Graham, NC 27253

With a copy to:
Rik Stevens
Alamance County Attorney
124 West Elm Street
Graham, NC 27253

If to Mebane:

City of Mebane
Attn: Chris Rollins, Manager
106 E. Washington Street
Mebane, 27302

With Copy to:

The Vernon Law Firm

Attn: E. Lawson Brown, Jr.
P.O. Drawer 2958
Burlington, NC 27216-2958

If to Company:

Attn: Brian Hall
309 Gallimore Dairy Road, Ste 102
Greensboro, NC 27409

With Copy to:

Maynard Nexsen PC
Attn: Brian T. Pearce
800 Green Valley Road, Suite 500
Greensboro, NC 27408

SECTION 19. SEVEN YEAR OPERATION

Upon completion, NCICRR agrees to continually operate the Facility for a period of seven (7) Years after arrival of the first railcar at the Facility. Upon failure to operate the same during the said time frame, NCICRR shall at the option of MEBANE, deed the Facility to MEBANE free and clear of all liens, claims and encumbrances by deed in form and substance acceptable to MEBANE.

(SIGNATURES ON NEXT PAGE)

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

“MEBANE”
CITY OF MEBANE
A municipal corporation of the State of North Carolina

By: _____
Ed Hooks,
Mayor, City of Mebane

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

Daphna Schwartz, Mebane Finance Director
Approved as to Legal Form and Sufficiency

Date

E. Lawson Brown, Jr., Mebane City Attorney

[Signatures Appear on Next Page]

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

ALAMANCE COUNTY

A political subdivision of the State of North Carolina

By: _____
Heidi York
Alamance County Manager

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

Susan Evans, Alamance County Finance Officer

Date

Approved as to Legal Form and Sufficiency

James F. Stevens, Alamance County Attorney

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

NCIC RAILROAD, INC.

By: _____ (SEAL)

Name: _____

Title: _____

Consent to serving as General Contractor when Engaged:

SAMET CORPORATION

By: _____ (SEAL)

Name: _____

Title: _____

DRAFT

NORTH CAROLINA
ALAMANCE COUNTY

AGREEMENT

This Agreement (the "Agreement") is made as of the date of the last signature to the same, by and between NCIC RAILROAD, INC., a North Carolina not-for-profit corporation ("NCICRR"), CITY OF MEBANE, a North Carolina municipality ("MEBANE"), and ALAMANCE COUNTY, a North Carolina body politic ("COUNTY"). SAMET CORPORATION, a North Carolina corporation ("SAMET") is executing this Agreement for purposes of evidencing its consent to the Agreement as General Contractor for the Facility, as such term is defined herein.

RECITALS

- A. NCIC, LLC, a North Carolina limited liability company, and an affiliate of Samet, has developed and is developing an industrial park located in Mebane, Alamance County, North Carolina, known as the North Carolina Industrial Center ("NCIC").
- B. NCICRR has been formed for the purpose of acquiring, designing, constructing, developing, owning, maintaining and operating a ~~rail road~~ railroad transload facility ("FACILITY") in NCIC which will allow for rail deliveries to a facility located in NCIC by transloading various materials for commercial/industrial purposes to vehicles that will transport such materials to properties in NCIC.
- C. The State of North Carolina ("STATE") has appropriated a grant to MEBANE in the amount of \$2,600,000 for the funding the ~~T/F~~-FACILITY, said grant to be administered by MEBANE ("STATE GRANT").
- D. MEBANE and COUNTY have agreed to provide the additional funding to NCICRR in the form of grants (the grant from MEBANE being the "MEBANE GRANT" and the grant from COUNTY being the "COUNTY GRANTY") for the construction and development of the FACILITY, which grants are intended to be in the amount \$601,686 (\$300,843 from MEBANE and \$300,843 from COUNTY).
- E. The grants by MEBANE and COUNTY are made under the authority of North Carolina General Statutes 160A-20.1, 158-7.1 and 158-7.2, as construed by the North Carolina Supreme Court in its opinion in Maready v. The City of Winston-Salem, et. al, 342 N.C. 708 et. seq.

- F. NCICRR will make a new capital investment (including, building, machinery, and equipment) of approximately Three Million Two Hundred One Six Hundred and Eighty-Six Dollars (\$3,201,686.00) per the schedule in Exhibit “A” as part of its development and construction of the FACILITY.
- G. The County and Mebane find that in order to aid and encourage the construction and development of the FACILITY in NCIC, it is necessary and desirable to assist and reimburse the NCICRR for a portion of its expense in developing and constructing the FACILITY including but not limited to costs associated with NCICRR’s land purchase, construction costs and equipment costs.
- H. Mebane and the County find that reimbursing NCICRR for a portion of its construction and equipment costs serves a public purpose and potentially will increase the taxable property base for the County and Mebane and help create an enhancement to local existing and future industries by the Completion Date, all of which will result in an added and valued benefit to the taxpayers of the County and Mebane.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS STATED HEREIN, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

SECTION 1. RESPONSIBILITIES

- 1.1. NCICRR shall be responsible for all phases of the PROJECT to include planning, design, property acquisition, maintenance and continuous operation of FACILITY. NCICRR will engage SAMET to serve as the general contractor for the design, development and construction of the FACILITY.
- 1.2. MEBANE and COUNTY shall each make payments (each a “Local Grant Payment” and collectively the “Local Grant Payments”) as a grant in the amount of \$300,843 to NCICRR. Mebane shall also make payments (each a “State Grant Payment” and collectively the “State Grant Payments;” the State Grant Payments and the Local Grant Payments are collectively the “Grant Payments”) from the State Grant in the amount of \$2,600,000 to NCICRR. The Grant Payments shall commence within thirty (30) business days of NCICRR receipt of (i) approval by the State of North Carolina for a grading permit for the Facility, (ii) receipt of all final governmental approvals for the construction of the FACILITY from MEBANE, and (iii) satisfactory evidence of an agreement with the NORTH CAROLINA RAILROAD COMPANY, a North Carolina corporation (“NCRR”) and NORFOLK SOUTHERN RAILWAY COMPANY, a Virginia corporation (“NSRW”) relating to the future use of the FACILITY. Upon commencement of the Grant Payments, the Grant Payments shall be made quarterly by MEBANE to NCICRR upon MEBANE’S receipt of a Construction Progress Report showing verified

costs incurred with respect to the FACILITY and construction progress to date with respect to the FACILITY. The GRANT PAYMENTS shall be made in the following order: (i) MEBANE shall first disburse the STATE GRANT as herein provided, (ii) upon exhaustion of the STATE GRANT, MEBANE shall disburse the MEBANE GRANT and the COUNTY GRANT on a pro rata basis.

- 1.3. NCICRR shall indemnify and agree to hold the COUNTY and MEBANE harmless from any and all liability arising from the construction of the Facility, including, without limitation attorney's fees, except to the extent such liability arises from the negligent or willful action or inaction of the COUNTY or MEBANE.

SECTION 2. PROJECT DELIVERY REQUIREMENTS

- 2.1. NCICRR shall cause the plans and specifications for the design, development, and construction of the FACILITY to be prepared and secure all approvals necessary for the FACILITY, including any zoning approvals and special use permits. All work completed by or on behalf of NCICRR with respect to the FACILITY shall be performed in accordance with all applicable federal, state and local laws, ordinances, rules, policies and procedures
- 2.2. Upon completion of the PROJECT, NCICRR shall be responsible for all operations of the FACILITY in accordance with the reasonable requirements of NCRR and NSRW.
- 2.3. NCICRR shall not encumber the FACILITY with debt or convey the FACILITY to a third party without the written consent of MEBANE and COUNTY, such consent not to be unreasonably withheld, conditioned or delayed.

SECTION 3. COSTS AND FUNDING

- 3.1. MEBANE and COUNTY shall each grant to NCICRR a maximum of \$300,843.00. NCICRR will pay all costs to complete the design, development, and construction of the FACILITY. As long as the STATE GRANT, the COUNTY GRANT, and the MEBANE GRANT are disbursed in full to NCICRR, in the event that the cost to design, develop, and construct the FACILITY is less than Three Million Two Hundred One Thousand Six Hundred Eighty-Six Dollars (\$3,201,686.00) (the "Estimated Cost"), NCICRR shall reimburse MEBANE and COUNTY on a pro rata basis for the difference between the actual cost to design, develop and construct the FACILITY and the Estimated Cost up to the amounts of the MEBANE GRANT and the COUNTY GRANT.

3.2.All payments by MEBANE and COUNTY are subject to all the provisions of this Agreement as herein provided, including but not limited to availability of funds under Section 15.

SECTION

4.

INSPECTION

During the performance of the Agreement, NCICRR agrees to allow representatives of MEBANE and/or COUNTY to enter upon the property upon which the FACILITY is to be constructed during normal business hours upon forty-eight hours' prior notice for the purpose of confirming the new construction.

SECTION 5. CANCELLATION

NCICRR may terminate this Agreement upon written notice to MEBANE and COUNTY for any reason at any time prior to such time as MEBANE and/or COUNTY commences payment of the Grant Payments. Upon receipt of such notification, this Agreement shall be cancelled and all of its terms and conditions shall become void. NCICRR may terminate this Agreement upon written notice and repayment of any MEBANE GRANT funds and COUNTY GRANT funds to MEBANE and COUNTY respectively at any time after such time as MEBANE and/or COUNTY commences payment of the Grant Payment. In the event that construction of the FACILITY ceases for a period of sixty (60) days prior to completion of the Facility, which shall be deemed to occur if after no physical work takes place on the property upon which the FACILITY is to be constructed for a period of sixty (60) consecutive days prior to completion of the Facility, NCICRR shall repay the MEBANE GRANT funds and the COUNTY GRANT funds to MEBANE and COUNTY respectively within ten (10) business days of receipt of written demand from MEBANE and/or COUNTY.

SECTION 6. ACCOUNTING

NCICRR agrees, upon written request of MEBANE and/or COUNTY and not more than once in any calendar year, to make full and accurate accounting of its expenditures with respect to the design, development and construction of the FACILITY. Within thirty (30) business days of NCICRR's receipt of a Final Certificate of Occupancy with respect to the FACILITY, NCICRR will provide to MEBANE and COUNTY a full and accurate accounting of its expenditures with respect to the design, development, and construction of the Facility.

SECTION 7. NON-DISCRIMINATION

NCICRR shall observe all federal, state and local laws, rules and regulations governing labor and employment (including E-Verify, under Article 2 of Chapter 64 of the North Carolina General Statutes) and shall not discriminate against any person on the grounds of race, color, national origin, sex, age, or disability in the administration of this Agreement nor shall any person be

excluded from participation in, or be denied the benefits of, any project constructed under this Agreement on the grounds of race, color, national origin, sex, age, or disability.

SECTION 8. WAIVER

A waiver of any provision of the Agreement must be in writing, designated as such, and signed by the party against whom enforcement of the waiver is sought. The waiver of a breach of any provision of the Agreement shall not operate or be construed as a waiver of any subsequent or other breach thereof.

SECTION 9. STATUS OF PARTIES

Nothing contained in this Agreement, shall be construed as establishing a partnership or joint venture relationship between the Parties. NCICRR and its employees and representatives are independent contractors, solely responsible for its or their performance or non-performance under the Agreement and shall have no legal authority to bind COUNTY or MEBANE. Furthermore, no employee or contractor of NCICRR will be construed as an employee of COUNTY or MEBANE should NCICRR fail to maintain workers' compensation insurance as required by law.

SECTION 10. MODIFICATION

This Agreement may be modified only by a written amendment which must be approved by all parties hereto. The contractual commitments provided for herein and made by the parties hereto shall be deemed to continue into the future, survive and remain binding upon future elected and appointed officials to the full extent permitted under applicable law. This Agreement may be executed in counterparts separately with the resultant executed counterparts forming a single Agreement.

SECTION 11. AUTHORITY AND COOPERATION

The parties and each person executing this Agreement on behalf thereof represent and warrant that they have the full right and authority to enter into this Agreement, which is binding, and to sign on behalf of the party indicated, and are acting on behalf of themselves, the constituent members and the successors and assigns of each of them. The parties agree to reasonably assist one another and cooperate in the defense (should any defense ever be necessary) of their individual obligations under this Agreement.

SECTION 12. FORUM AND VENUE

No provision of this Agreement may be invalidated, except by the Superior Court of Alamance County which shall have sole jurisdiction over any disputes which arise under this Agreement or otherwise regarding the parties hereto, and further, venue shall be proper and shall lie exclusively in the Superior Court of Alamance County, North Carolina.

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

- a. Such holdings shall not invalidate or render unenforceable any other provision of this Agreement;
- b. Such provision shall be construed as closely as possible to the parties' original intent in order to render such provision valid or enforceable, as applicable; and
- c. The remaining terms here, together with such reconstructive provision, shall constitute the parties' entire agreement hereof.

SECTION 13. ENTIRE AGREEMENT

This Agreement sets forth the entire agreement between the parties and supersedes any and all other agreements on this subject between parties.

SECTION 14. FUNDS AVAILABILITY

The Parties acknowledge that MEBANE and COUNTY are governmental entities, and validity of this Agreement is based upon the availability of public funding under the authority of its statutory mandate. In the event that public funds are unavailable for the performance of MEBANE or COUNTY obligations under this Agreement, then this Agreement shall remain in full effect, provided, however, that the payment obligations of such shall be temporarily suspended, without penalty to MEBANE or COUNTY, immediately upon written notice to NCICRR of the unavailability of public funds, and the timing required of NCICRR to complete the design, development, and construction of the T/F FACILITY shall be tolled for the entire period that the payment obligations are suspended. At such time as such public funds are again available, the payment obligations of MEBANE or COUNTY hereunder shall be deemed reinstated without necessity of further written agreement. It is expressly agreed that MEBANE and COUNTY shall not activate this "unavailability" provision for their convenience or to circumvent the requirements of this Agreement. In either event, the government entities agree that they will use best efforts to replace, through other sources available to them under law, funds due to the NCICRR, as soon as practical. In the event of a change in MEBANE and COUNTY'S statutory authority, mandate and/or mandated functions by State and/or Federal legislative or regulatory action, which adversely affects authority to continue obligations under this Agreement, then this Agreement shall be suspended without penalty to MEBANE or COUNTY upon written notice to NCICRR of such limitations or change in the legal authority.

SECTION 15. AUTHORIZING DOCUMENTS

At or prior to the execution of this agreement, NCICRR shall provide to MEBANE and COUNTY current certificates of incumbency, resolutions of NCICRR evidencing NCICRR's authority to execute this Agreement and a Certificate of Existence issued by the North Carolina Secretary of State.

SECTION 16. ASSIGNMENTS

SAMET will not assign its rights under this Agreement without written consent of COUNTY and MEBA NE. Such consent will not be unreasonably withheld but any entity assuming obligations under this Agreement will be bound by the entirety of its terms. No assignment granted under this section will relieve SAMET of its obligations under this Agreement

SECTION 17. ANNUAL REPORTS

NCICRR shall deliver a written annual report of receipts, disbursements and operations on the first anniversary of the completion of construction of the Facility on each subsequent anniversary thereafter.

SECTION 18. ANNEXATION

Notwithstanding anything to the contrary stated herein, 1) MEBA NE and COUNTY shall have no obligation to make any payments until the Property is annexed into the City of Mebane; and 2) the obligations of MEBA NE and COUNTY shall cease and terminate at the seven-year anniversary of this Agreement regardless of the status of the Company's investment. NCICRR agrees to submit a petition for annexation of the Property no later than such date when NCICRR applies for a building permit for the FACILITY.

SECTION 18. NOTICES

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

If to the County:
Alamance County
Attn: Manager
124 West Elm Street
Graham, NC 27253

With a copy to:
Rik Stevens
Alamance County Attorney
124 West Elm Street
Graham, NC 27253

If to Mebane:

City of Mebane
Attn: Chris Rollins, Manager

106 E. Washington Street
Mebane, 27302

With Copy to:

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

Drawer
NC

2958
27216-2958

If to Company:

Attn:
309 Gallimore
Greensboro, NC 27409

Brian Dairy Road, Ste Hall
102

With Copy to:

Maynard Nexsen PC
Attn: Brian T. Pearce
800 Green
Greensboro, NC 27408

Valley Road, Suite 500

SECTION 19. SEVEN YEAR OPERATION

Upon completion, NCICRR agrees to continually operate the Facility for a period of seven (7) Years after arrival of the first railcar at the Facility. Upon failure to operate the same during the said time frame, NCICRR shall at the option of MEBANE, deed the Facility to MEBANE free and clear of all liens, claims and encumbrances by deed in form and substance acceptable to MEBANE.

(SIGNATURES ON NEXT PAGE)

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

“MEBANE”

CITY OF MEBANE

A municipal corporation of the State of North Carolina

By:

Ed Hooks,
Mayor, City of Mebane

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

Daphna Schwartz, Mebane Finance Director

Approved as to Legal Form and Sufficiency

E. Lawson Brown, Jr., Mebane City Attorney

Date

[Signatures Appear on Next Page]

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

ALAMANCE COUNTY

A political subdivision of the State of North Carolina

By: _____
Heidi York
Alamance County Manager

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

Susan Evans, Alamance County Finance Officer

Date

Approved as to Legal Form and Sufficiency

James F. Stevens, Alamance County Attorney

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

NCIC RAILROAD, INC.

By: _____ (SEAL)

Name: _____

Title: _____

Consent to serving as General Contractor when Engaged:

SAMET CORPORATION

By: _____ (SEAL)

Name: _____

Title: _____

DRAFT

Summary report:	
Litera® Change-Pro for Word 10.1.0.900 Document comparison done on 5/24/2023 1:11:47 PM	
Style name: Default Style	
Intelligent Table Comparison: Active	
Original DMS: iw://DMS/NPDocuments/61059574/1	
Modified DMS: iw://DMS/NPDocuments/61151749/1	
Changes:	
<u>Add</u>	4
Delete	3
Move From	0
<u>Move To</u>	0
<u>Table Insert</u>	0
Table Delete	0
<u>Table moves to</u>	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	7



AGENDA ITEM #8

Acceptance of Excess NCDOT Land

Meeting Date

June 5, 2023

Presenter

Lawson Brown, City Attorney

Public Hearing

Yes No

Summary

The North Carolina Department of Transportation acquired property along Corregidor Drive for road improvements and had a .15-acre remnant that NCDOT is willing to convey to the City at no cost to the City.

Background

As a part of the road improvements for the Highway 119 relocation which included other nearby connecting roads, including Corregidor Drive, NCDOT acquired parcels necessary for the extension and improvement of Corregidor Drive. A .15-acre remnant of one of the properties is Alamance County Tax Parcel number 172985, having a tax value of \$15,860. The property has a triangular shape, is close to the City's Public Works and WWRF. The parcel's eastern full frontage is on Corregidor Drive and the full western frontage is on Water Works Drive. Staff believes the tax value to be the approximate fair market value based upon the other recent and nearby purchases of property by the City. No appraisal has been obtained.

Financial Impact

None.

Recommendation

Staff recommends the City accept the voluntary conveyance of the property to the City from NCDOT at no cost to the City.

Suggested Motion

I move that the City accept the deed from the NCDOT for the .15 acres, identified as Alamance County Tax Parcel Number 172985, at no cost to the City.

Attachments

1. City letter to NCDOT, dated March 7, 2023
2. Agreement to Purchase – Residue, dated March 15, 2023
3. Proposed Deed from NCDOT to the City
4. Map



March 7, 2023

Terry Martin
Division 7 Right of Way Office
North Carolina Department Transportation
1101 E Wendover Ave., Suite 200
Greensboro, NC 27405

Subject: Alamance County Tax Parcel 172985

Dear Mr. Martin:

The City of Mebane requests the donation of Alamance County Tax Parcel 172985 near the intersection of Tate Street and Water Works Road in Mebane, NC. Due to the growth Mebane is experiencing, many of Mebane's departments are rapidly outgrowing their current facilities. This parcel along with other adjoining parcels along Water Works Road are in close proximity to the Mebane Public Works, Public Utilities, and Water Resource Recovery Facility Campus. This parcel, if donated to the City of Mebane, would be utilized in the expansion and development of our campus along Water Works Road. Thank you for your consideration of donating this parcel. Should you need any additional information, please contact Kyle Smith, Public Utilities Director at (919) 563-3401 or at ksmith@cityofmebane.com.

Sincerely,

A handwritten signature in black ink that reads "Chris Rollins".

Chris Rollins
City Manager

AGREEMENT TO PURCHASE - RESIDUE

TIP No.: U-3109A WBS Element 34900.2.FR4 Date: 3/15/2023
Claim of JOHN SETTLE ET AL Parcel No: 160 County: ALAMANCE

I, the undersigned, agree to pay to the Department of Transportation the sum of \$ 0.00*
for the portion of the lands formerly owned by JOHN SETTLE ET AL

(The bidder's attention is directed to the fact that the State of North Carolina does not warrant title to lands. It will be the responsibility of the buyer to satisfy himself as to the title to the property involved. The buyer should also examine the property carefully inasmuch as it is his responsibility, through survey or otherwise, to satisfy himself on the area of land being offered for sale. The purchaser also agrees to accept title to the property subject to any outstanding liens, taxes or other assessments.)

I attach hereto my personal check in the amount of \$ N/A, which I understand will be returned to me if I am not the successful bidder. (If bid is \$500.00 or less, full amount of purchase price must accompany bid. If more than \$500.00, a deposit of \$500.00 or 10% of bid, whichever is larger, is required. In the event I am the successful bidder, I further agree that I will, promptly upon request, furnish the Department of Transportation a certified or cashier's check in the same amount in exchange for my personal check which will be returned to me, and agree that the certified or cashier's check will be credited against the purchase price of the property. Upon delivery to me of the deed from the State of North Carolina, I will promptly pay any balance due by certified or cashier's check. Should my bid be accepted by the Department and I cannot complete the purchase of the property within a reasonable period of time, I hereby agree to forfeit my deposit and I will have no further claim against the Department.

It is my understanding, in placing the bid on this property, that the sale of the subject land must be approved by the Council of State of the State of North Carolina, and that there could be a delay of several months in confirming the sale and delivering the deed.

It is requested that the following names be placed on the Deed:

City of Mebane

*PUBLIC USE DONATION DEED
WILL INCLUDE REVERTER CLAUSE

SIGNATURE OF BIDDER City Manager

[Signature]

RECOMMEND ACCEPTANCE

Address: 106 E. Washington Street

BY: _____

Mebane, NC 27302

HEATHER FULGHUM,
MANAGER OF RIGHT OF WAY

Telephone #: (919) 563-5901

Excise Tax: Exempt (GS § 105-278.1)

Prepared by: Martin T. McCracken, Special Deputy Attorney General, North Carolina Department of Transportation, Attorney General's Office, 1505 Mail Service Center, Raleigh, NC 27699-1505

Return to: The City of Mebane, 106 East Washington Street, Mebane, North Carolina 27302

The hereinafter described property does not include the primary residence of the GRANTOR.

STATE OF NORTH CAROLINA

COUNTY OF **Alamance**

TAX PARCEL NUMBER: **9815527401 / 172985**

QUITCLAIM DEED

THIS DEED made this the _____ day of _____, 2023, by and between the **DEPARTMENT OF TRANSPORTATION**, an agency of the STATE OF NORTH CAROLINA, 1 South Wilmington Street, Raleigh, NC 27601 (hereinafter "GRANTOR"), and **THE CITY OF MEBANE, 106 East Washington Street, Mebane, North Carolina 27302** (hereinafter "GRANTEE");

WITNESSETH:

THAT WHEREAS, the Department of Transportation, in the construction of Project No. **U-3109A (34900.2.FR2)** in **Alamance** County, North Carolina acquired certain lands from **John Settle Et al.** by **General Warranty Deed** recorded **December 9, 2015** in Deed Book **3494** at Page **264** in the **Alamance** County Registry; and

WHEREAS, the GRANTEE requested the Department to convey the 0.150 acre residual tract to be used by the GRANTEE for the public good; and

WHEREAS, the Board of Transportation has approved this transaction by resolution passed on **April 6, 2023**;

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the GRANTOR, subject to any reservations and condition hereinafter set forth, has bargained and sold, and by these presents does bargain, sell, grant and convey unto the GRANTEE, its successors and assigns, the below 0.150 acre area described as follows:

Point of beginning being S 55°51'33.4" W, 56.162 feet from -Y10- STA 32+00; thence to a point on a bearing of N 75°53'32.2" W, 14.415 feet; thence to a point on a bearing of S 14°06'27.8" W, 150.257 feet; thence to a point on a bearing of S 89°30'45.8" E, 79.529 feet; thence along a curve 145.889 feet and having a radius of 1120.000 feet. The chord of said curve being on a bearing of N 11°26'33.4" W, a distance of 145.786 feet; returning to the point and place of beginning. Having an area of 6524.031 Sqr feet being 0.150 acres

Less and Except the Following Permanent Utility Easement

Point of beginning being S 55°51'33.4" W, 56.162 feet from -Y10- STA 32+00; thence to a point on a bearing of N 75°53'32.2" W, 14.415 feet; thence to a point on a

bearing of S 14°06'27.8" W, 150.257 feet; thence to a point on a bearing of S 89°30'45.8" E, 28.090 feet; thence to a point on a bearing of N 22°34'8.2" E, 85.791 feet; thence along a curve 64.090 feet and having a radius of 1120.000 feet. The chord of said curve being on a bearing of N 09°21'1.1" W, a distance of 64.081 feet; returning to the point and place of beginning. Having an area of 4520.088 Sqr feet being 0.104 acres.

This description has been drawn from the Project Plans for State Highway Project identified as Project U-3109A (34900.2.FR2), in Alamance County now on file in the Offices of the Department of Transportation in Raleigh, North Carolina.

This conveyance is made subject to any underground or above-ground utilities in existence at the time of this conveyance to GRANTEE, and is subject to any recorded and/or unrecorded easements, encumbrances or right-of-way, known and visible within the boundaries of the property conveyed hereby. This conveyance is also subject to the above-referenced Highway Project and any Control of Access imposed pursuant to the Project. It is understood and agreed that if the property ceases to be used by the City of Mebane for public use then title to the property shall automatically revert to Grantor, and Grantor shall have the immediate right to re-enter and terminate all right, title and interest in the property held by the Grantee. The parties further agree that in the event of such reversion, Grantor has the right to demand Grantee execute a deed of reconveyance to Grantor, and Grantee hereby agrees, subject to receipt of necessary approvals and in accordance with applicable law, to execute any such reconveyance document necessary to effectuate the reversion.

TO HAVE AND TO HOLD the above-described lands and premises together with all privileges and appurtenances thereunto belonging to the said GRANTEE, its executors and

assigns, free and discharged from all right, title, claim or interest of the DEPARTMENT, and the DEPARTMENT makes no warranty, expressed or implied, as to title to the property hereinabove described.

The GRANTOR makes no warranty, express or implied, as to title to the property hereinabove described.

IN WITNESS WHEREOF, the Department of Transportation has hereunto sets its hand and seal on the day and year first above written.

STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

[NCDOT SEAL]

By: _____
Heather L. Fulghum
Manager of Right of Way
North Carolina Department of
Transportation

ATTEST: _____

SECRETARY TO THE BOARD OF
TRANSPORTATION AND CUSTODIAN
OF THE SEAL OF THE DEPARTMENT
OF TRANSPORTATION

Approved as to form:

JOSHUA H. STEIN
Attorney General

By: _____

Special Deputy Attorney General

NORTH CAROLINA

WAKE COUNTY

This day as witnessed below, personally appeared before me, Charles E. Grady III, a Notary Public of Wake County and state, Marilyn McHilse, who being by me duly sworn, says that she knows the Seal of the Department of Transportation and is acquainted with Heather L. Fulghum, who is Manager of Right of Way of the Division of Highways of said Department, and that she, Marilyn McHilse, is the Secretary to the Board of Transportation and Custodian of the Seal of the Department of Transportation, and saw said Manager of Right of Way sign the foregoing instrument, and that she, the said Secretary to the Board of Transportation and Custodian of the Seal of the Department of Transportation, affixed said seal to said instrument and signed her name in attestation of the execution thereof in the presence of said Manager of Right of Way.

WITNESS my hand and Notarial Seal, the _____ day of _____, 2022.

Charles E. Grady III.

NOTARY PUBLIC

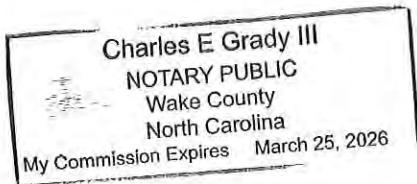
My Commission Expires: March 25, 2026

NORTH CAROLINA

WAKE COUNTY

This day as witnessed below, personally appeared before me, Charles E. Grady III, a Notary Public of Wake County and state, Marilyn McHilse, who being by me duly sworn, says that she knows the Seal of the Department of Transportation and is acquainted with Heather L. Fulghum, who is Manager of Right of Way of the Division of Highways of said Department, and that she, Marilyn McHilse, is the Secretary to the Board of Transportation and Custodian of the Seal of the Department of Transportation, and saw said Manager of Right of Way sign the foregoing instrument, and that she, the said Secretary to the Board of Transportation and Custodian of the Seal of the Department of Transportation, affixed said seal to said instrument and signed her name in attestation of the execution thereof in the presence of said Manager of Right of Way.

WITNESS my hand and Notarial Seal, the 1st day of MAY, 2023.



Charles E. Grady III

Charles E. Grady III.

NOTARY PUBLIC

My Commission Expires: March 25, 2026



CITY OF MEBANE


ACCEPTANCE OF
EXCESS NCDOT LAND

DATE: 5/24/2023


DRAWN BY: RG

SCALE: 1 INCH = 500 FT

 Subject Property

 City Limits

 Public Works & MACC

 Property Lines



AGENDA ITEM #9

DOWNTOWN EXTERIOR IMPROVEMENTS GRANT AWARDS

Meeting Date

June 5, 2023

Presenter

Ashley Ownbey, Development Director

Public Hearing

Yes No

Summary

Council will consider awarding Downtown Exterior Improvements Grant (DEIG) funds to qualifying applications.

Background

At their November 1, 2021, meeting the Mebane City Council formally adopted the Downtown Exterior Improvements Grant (DEIG) program. The approved budget for Fiscal Year 2022 – 2023 allocated \$50,000 for Downtown Improvements as a matching funds grant program that will reimburse an individual up to 50% of qualifying expenses for exterior improvements to a Downtown property in one of four categories:

- Façade improvements;
- Outdoor seating;
- Exterior artwork; and
- Preservation of historic architecture and buildings.

No grant funds have been awarded this year. The City has received one application for consideration at the June 5 meeting:

- 106 W. Clay Street: \$6,297.28 to replace side and rear windows.

Financial Impact

Qualifying requests total \$6,297.28, to be awarded at City Council discretion. If the candidate project is awarded full grant funding, \$43,702.72 will remain in the DEIG pool.

Recommendation

DEIG awards are made at City Council discretion. All application included are complete and meet the criteria established by the City at the November 1, 2021, meeting.

Suggested Motion

Motion to award \$6,297.28 in Downtown Exterior Improvement Grants to the applicant for the project described in the qualifying application.

Attachments

1. 106 W. Clay Street application package

MEBANE DOWNTOWN EXTERIOR IMPROVEMENTS GRANT



WHAT DOES THE GRANT FUND?

The City will provide a grant in an amount up to 50% of the total cost for approved exterior renovation projects, maximum grant of \$10,000 per property. Grants are limited to one per property each year and fund the following items/work:

- Façade Improvements & Renovations, including:
 - Restoration of original façade;
 - Repairs to external features such as storefronts, trim, cornices, etc.;
 - Painting (see Requirements);
 - Replacement of windows with windows of appropriate style and materials
- Preservation of unique architectural and/or historic properties and/or features
- Permanent art such as murals on exterior walls – does not include window art
- Exterior Seating on private property owned or leased by applicant to serve related Downtown business uses

GRANT CONDITIONS

- ◇ Properties must be within the area of focus in the City's adopted *Downtown Vision Plan*.
- ◇ Grants are subject to available funding. \$50,000 is available in FY22-23.
- ◇ Property owner is required to contribute a minimum of 50% of funds to the project and will be reimbursed for qualifying expenses upon report that includes total cost of project with copies of paid receipts.
- ◇ All encroachments into City rights of ways and easements subject to City approval
- ◇ A grant must be approved prior to commencement of any construction work, or reimbursement may not be assured.
- ◇ Grants take the form of reimbursements after the fact, which means that all work covered by the grant must be completed and paid for by the owner prior to reimbursement by the grant. Grant applications are subject to fair and impartial review of the merits of the project, completeness of the application, availability of grant funds, and other factors.
- ◇ A project that deviates from the submitted plans without prior City approval will not be eligible for reimbursement of costs.

APPLICATION AND APPROVAL PROCESS

- ◇ Submit an application to the City of Mebane (planning@cityofmebane.com).
- ◇ All projects must comply with the requirements of the City of Mebane's ordinances and NC State Building Codes.
- ◇ All rehabilitations on buildings will attempt, as feasible, to follow the "[Secretary of the Interior's Standards for Rehabilitation](#)" of commercial buildings.
- ◇ All applicants must obtain at least two cost estimates for labor and materials and provide copies of each quote attached to the application.
- ◇ All projects shall be delivered 12 months following award.

Grant Application



Date of Application: 5-16-2023

APPLICANT INFORMATION

Property Owner Name	Luis Martinho (marisanna LLC)
Business Owner Name (if different*)	
Business Name	Martinhos Bakery & Deli
Phone #	336-246-1576
Street Address of Property	106 W. Clay Street Mebane
Applicant's Mailing Address	106 W. Clay Street

*If outdoor seating is being provided offsite from primary business site, a copy of a lease agreement or similar document is needed

USE OF BUILDING AND DESCRIPTION OF PROPOSED PROJECT

Current use of building:	Deli & Bakery
Proposed use of building:	Deli & Bakery
Business Name	Martinhos Bakery & Deli
Describe project details. Attach drawing, sketch, or photo of proposed project, specifically identifying changes and paint color for each detail of the building, along with an existing photo of the building: <u>Replace Windows</u>	
Total Estimated Cost of Exterior Improvements (Attach copies of all quotes, minimum of two quotes required for each portion of work and/or materials, grant will cover the sum of lowest quotes.): \$12,594.55	

CHECKLIST FOR COMPLETE APPLICATION

1. I have read the City of Mebane Exterior Improvements Grant documentation and fully understand the agreement.
2. The property owner's written permission is attached if the applicant is the business owner, including City pre-approval to place seating on the sidewalk.
3. Drawings, sketches, and/or pictures, including color scheme and sign design for project are attached.
4. Summary of project costs is attached, with copies of all quotes

I understand the City of Mebane Exterior Improvement Grant Program must be used in the manner described in this application, and the application must be reviewed and approved by the Mebane City staff prior to commencement of any project. I understand that failure to comply with the approved application may result in a forfeiture of all grant funds.

Applicant Signature: 

Date: 5-15-2023

Leap Windows, Doors & More
Home Office
1134 E. Webb Ave.
Burlington, North Carolina 27217



Customer Proposal

Prepared for:

Luis Martinho
106 W Clay St
Mebane, North Carolina 27302
(336)266-1576 / martinhodeli@yahoo.com

Prepared by:

Tony Pacheco
336.944.4727
tony@leapwindows.com
www.LeapWindows.com



Leap Windows, Doors & More
 Home Office
 1134 E. Webb Ave.
 Burlington, North Carolina 27217
 Phone: Triad: (336)742-5327 | Triangle: (919)822-5327
 Eastern NC: (252)787-5327





Date	Proposal
05/03/2023	1027112
Project Guide	

Tony Pacheco
 Phone: 336.944.4727
 Email: tony@leapwindows.com

Customer Proposal

Luis Martinho
 106 W Clay St
 Mebane, North Carolina 27302
 (336)266-1576 / martinhodeli@yahoo.com

Vanguard window systems

Product	Description	Quantity	Unit	Unit Price	Ext. Price	
Windows Vanguard Single Hung White Interior White Exterior 91- 100 UI	 Openings: Kitchen: W-9, W-8, W-7, W-6, W-5, W-11, W-10 (38.0x62.0) Includes Cardinal 366 Glass System- 98% Argon Fill, Truth Hardware, Triple Seal Air Guard, Caldwell Balances, Poly- Filled Frame, Half Screen	7	ea	\$1,032.24	\$7,225.68	
		Labor: Tear Out	7	ea	\$45.89	\$321.23
		Labor: installation	7	ea	\$224.60	\$1,572.20
		Labor: Disposal	7	ea	\$26.57	\$185.99
Windows Vanguard Single Hung White Interior White Exterior 101-110 UI	 Openings: Kitchen: W-2, W-1 (42.0x62.0) Includes Cardinal 366 Glass System- 98% Argon Fill, Truth Hardware, Triple Seal Air Guard, Caldwell Balances, Poly- Filled Frame, Half Screen	2	ea	\$1,197.13	\$2,394.26	
		Labor: Tear Out	2	ea	\$45.89	\$91.78
		Labor: installation	2	ea	\$224.60	\$449.20
		Labor: Disposal	2	ea	\$26.57	\$53.14
Windows Vanguard Picture Window White Interior White Exterior 0- 50 UI	 Openings: Kitchen: W-4, W-3 (32.0x18.0) Includes Cardinal 366 Glass System- 98% Argon Fill, Triple Seal Air Guard, Poly- Filled Frame	2	ea	\$413.35	\$826.70	
		Labor: Tear Out	2	ea	\$45.89	\$91.78
		Labor: installation	2	ea	\$224.60	\$449.20
		Labor: Disposal	2	ea	\$26.57	\$53.14
Exterior: Custom Composite/ PVC Seal (BRICK App)	Leap will cut out nail fins or jamb liners and install new composite/ pvc stop/ trim with high-performance hybrid sealants to properly install and seal the exterior window system.	11	ea	\$132.75	\$1,460.25	
Vanguard Window Warranty	 LIFETIME NON-PRORATED TRANSFERABLE WARRANTY See full details here: www.sunrisewindows.com/warranty	11	ea	\$0.00	\$0.00	

Subtotal \$15,174.55

	Leap special discount	-\$2,580.00
This Proposal is contingent on Grant being approved and customer using check for	amount	-\$0.00
		\$12,594.55
	Total	\$2,518.91
	Deposit (20%)	\$10,075.64
Due Upon Project Completion (Paid By Cash/ACH) (80%)		

Sales tax NOT included. Sales tax will be added to final invoice.

ATLANTIC

COMMERCIAL CONTRACTORS

A GRIFFIN BROTHERS COMPANY

PROPOSAL

5/15/23

Martinho's Restaurant
Mebane, NC

Re: New replacement windows
Not Store front but operable windows!

Martinho's,

Mr. Martinho thanks for the opportunity to price the windows you new replacing at your Clay Street Restaurant in Mebane, NC. We looked at replacing:

- (3) 4'10" x 5'6" single windows
- (3) Pr 6'2" x 5'6" double windows
- (3) 3' x2" single windows in the basement area

All of the work would include: (window removal, installation of new windows, install new trim (interior/exterior), painting of repair areas only debris removal)

Cost:\$ 21,859.00

Not included in price above: security wiring of windows, insulation of area around windows, painting of areas other than window repair area and weekend or overtime work!

Thanks,

Angie Bartis



Atlantic Commercial Contractors
Director of Construction



Ashley Ownbey, Development Director

Downtown Exterior Improvements Grant Award



Downtown Exterior Improvements Grant

MEBANE DOWNTOWN EXTERIOR IMPROVEMENTS GRANT



WHAT DOES THE GRANT FUND?

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- Permanent art such as murals on exterior walls – does not include window art
- Exterior Seating on private property owned or leased by applicant to serve related Downtown business uses

GRANT CONDITIONS

- ◊ Properties must be within the area of focus in the City's adopted *Downtown Vision Plan*.
- ◊ Grants are subject to available funding, \$50,000 is available in FY21-22.
- ◊ Property owner is required to contribute a minimum of 50% of funds to the project and will be reimbursed for qualifying expenses upon report that includes total cost of project with copies of paid receipts.
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- ◊ A project that deviates from the submitted plans without prior City approval will not be eligible for reimbursement of costs.

APPLICATION AND APPROVAL PROCESS

- ◊ Submit an application to the City of Mebane no later than February 15, 2022.
- ◊ All projects must comply with the requirements of the City of Mebane's ordinances and NC State Building Codes.
- ◊ All rehabilitations on buildings will attempt, as feasible, to follow the "Secretary of the Interior's Standards for Rehabilitation" of commercial buildings (see attached).
- ◊ All applicants must obtain at least two cost estimates for labor and materials and provide copies of each quote attached to the application.
- ◊ All projects shall be delivered 12 months following award.

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- \$50,000 allocated by City Council in FY 22-23 Budget and proposed for renewal in FY 23-24 Budget
- Program adopted at the November 1, 2021, meeting
- Application window for current fiscal year has closed.



Downtown Exterior Improvements Grant

MEBANE DOWNTOWN EXTERIOR IMPROVEMENTS GRANT



WHAT DOES THE GRANT FUND?

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- ◊ A project that deviates from the submitted plans without prior City approval will not be eligible for reimbursement of costs.

APPLICATION AND APPROVAL PROCESS

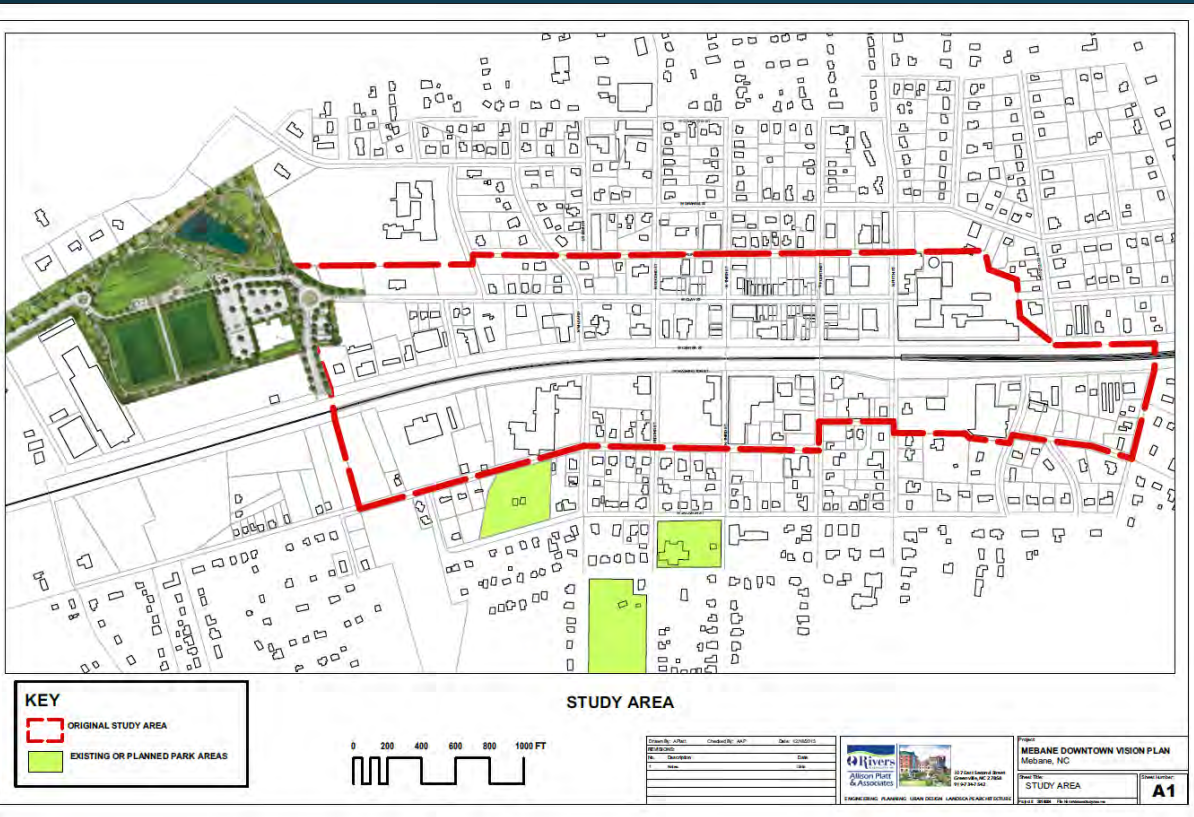
- ◊ Submit an application to the City of Mebane no later than February 15, 2022.
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- ◊ All rehabilitations on buildings will attempt, as feasible, to follow the "Secretary of the Interior's Standards for Rehabilitation" of commercial buildings (see attached).
- ◊ All applicants must obtain at least two cost estimates for labor and materials and provide copies of each quote attached to the application.
- ◊ All projects shall be delivered 12 months following award.

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- Must have two quotes, minimum
- Tenants must have documented property owner approval
- Offsite commitments must have written permission, inc. from City ROW/sidewalk
- Changes to application after awarded must be pre-approved by staff



Downtown Exterior Improvements Grant



- Properties must be within area of *Downtown Vision Plan*
- 50/50 match for proposed project, to be reimbursed following project completion and inspection
- Up to \$10,000
- First-come, first-served

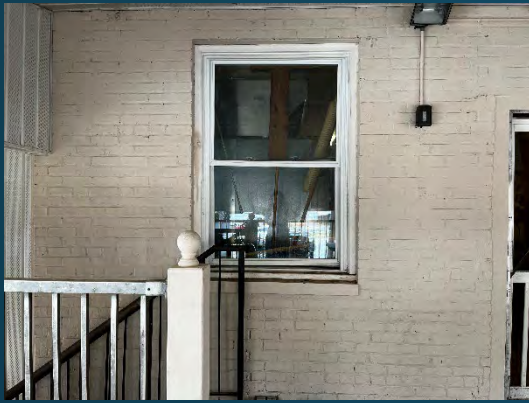


Downtown Exterior Improvements Grant



- Façade Improvements
- Historic Preservation
- Art
- Outdoor Seating





106 West Clay Street

- Martinho's Bakery & Deli
- Proposal to replace windows on side and rear of building
- Requesting \$6,297.28





AGENDA ITEM #10

Planning Board Appointments

Presenter

Ashley Ownbey, Development Director

Applicant

N/A

Public Hearing

Yes No

Summary

The City of Mebane Planning Board has three openings for appointment due to expiring terms. The terms of the seats will expire June 2027.

The opportunity to apply for the positions was announced at the April and May Planning Board meetings, posted on the City's social media accounts during April and May, and legally advertised in May 2023. Nine applications were received for the three open positions. Eight of the applicants reside in the City limits and are eligible residents. One applicant was ineligible due to residency in the Mebane extraterritorial jurisdiction (ETJ). The qualifications of eligible Planning Board nominees are detailed in the attached applications. The City Council may appoint these Planning Board members directly.

Financial Impact

N/A

Recommendation

Staff recommends that the Council appoint three of the eight qualified applicants to the City seats on the Planning Board. Staff recommends the appointments of Mr. Chapman and Ms. Semonite to the Planning Board, both of whom are seeking reappointment to the Planning Board.

Suggested Motion

Motion to reappoint William Chapman and Susan Semonite and appoint _____ to the City of Mebane Planning Board, recognizing their qualifications and experience relevant to serving the planning and land use needs of the City of Mebane.

Attachments

1. Applications
2. Map of Applicant Addresses



City of Mebane

Boards and Commissions Application

The Mebane City Council has adopted this application for use by individuals interested in appointment to the City’s advisory boards and commissions. To ensure that your application will receive full consideration, please answer all questions completely. Return this application either in person, by mail, or by fax to the Mebane Municipal Building, 106 East Washington Street, Mebane, NC 27302, Fax (919) 563-9506.

Personal Information

Name: Colin Cannell

Home Address: 717 S Fifth St

Mailing Address (if different): _____

Home Phone: 919-384-5818 Business Phone: _____

Do you live inside the Mebane City Limits? Yes No

In Alamance or Orange County? Alamance

Board Preference

Are you currently serving on a board or commission of the City of Mebane? Yes _____ No
If so, which one(s)? _____

Please list the name(s) of the board(s) to which you are applying or seeking reappointment (you may apply to more than one): Planning Board

Why do you wish to serve the City in this capacity? If additional space is needed please attach a separate sheet:

I’ve been observing and reporting on Planning Board meetings for the past year. I attended the UNC SOG training for the planning board in Oct. 2022. The City would benefit from having a board member focused on cost reduction. Building costs are at all-time highs; this translates into reduced affordability for residents/businesses. Our policies should encourage builders to keep costs low and pass savings on to buyers. In addition, growth through sprawl dramatically increases infrastructure maintenance costs for the city. The Planning Board should work to reduce the maintenance expenses that new development will create for future Mebanites.

Education

Please list your educational background. Include name of all schools attended:

Chapel Hill High School

Claremont McKenna College – BA in Politics, Philosophy, & Economics

Employment

Please list the names and address of your current employer, the title of your current position, and a brief description of your job duties.

Name of Employer: Net Friends, Inc.

Address: 3308 Durham-Chapel Hill Blvd, Ste 201, Durham, NC 27707

Title and Duties:
Contract Manager – I draft, negotiate, & interpret service contracts.

Civic Involvement

Please list the names of all civic organizations in which you currently hold membership:

I subscribe to Alamance News, which produces the best public-interest reporting in Alamance County. I'm serving a one-year term as the treasurer for my precinct group in the Alamance County Democratic Party.

Thank you for your interest in appointment to the City of Mebane's Advisory Boards and Commissions. Individuals selected for appointment will be notified by mail within 5 working days from the City Council meeting at which they have been appointed.



City of Mebane

Boards and Commissions Application

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Personal Information

Name: WILLIAM CHAPMAN

Home Address: 1521 ST. ANDREWS DRIVE

Mailing Address (if different): _____

Home Phone: 919-563-4974 Business Phone: _____

Do you live inside the Mebane City Limits? Yes No

In Alamance or Orange County? ALAMANCE COUNTY

Board Preference

Are you currently serving on a board or commission of the City of Mebane? Yes No

If so, which one(s)? THE PLANNING BOARD

Please list the name(s) of the board(s) to which you are applying or seeking reappointment (you may apply to more than one): THE PLANNING BOARD

Why do you wish to serve the City in this capacity? If additional space is needed please attach a separate sheet:

Mebane is the birthplace of my wife, and since we moved here in 1992, it has become my home as well. And I've grown to see and appreciate just how special Mebane is - a small town with a big heart. I know all things must change and that Mebane must grow, but I would like for the city to maintain its "homey feel" as it becomes the home of industry and people who will find it to be special as I did 22 years ago.

Education

Please list your educational background. Include name of all schools attended:

E.E. SMITH SENIOR HIGH SCHOOL, FAYETTEVILLE, NC

NORTH CAROLINA CENTRAL UNIVERSITY, DURHAM, NC

Employment

Please list the names and address of your current employer, the title of your current position, and a brief description of your job duties.

Name of Employer: RETIRED IN 2010 FROM GLAXOSMITHKLINE

Address: RTP, NC

Title and Duties: MANAGER, INTERNAL COMMUNICATIONS
EDITOR, US PHARMA MAGAZINE

Civic Involvement

Please list the names of all civic organizations in which you currently hold membership:

JACK O'KELLEY SERTOMA CLUB, BURLINGTON, NC

CHIEF JUDGE, SOUTH MELVILLE PRECINCT, MEBANE, NC

MENTOR, CLOSING THE ACHIEVEMENT GAP, ABSS

Thank you for your interest in appointment to the City of Mebane's Advisory Boards and Commissions. Individuals selected for appointment will be notified by mail within 5 working days from the City Council meeting at which they have been appointed.



City of Mebane Boards and Commissions Application

The Mebane City Council has adopted this application for use by individuals interested in appointment to the City's advisory boards and commissions. To ensure that your application will receive full consideration, please answer all questions completely. Return this application either in person, by mail, or by fax to the Mebane Municipal Building, 106 East Washington Street, Mebane, NC 27302, Fax (919) 563-9506.

Personal Information

Name: John P. Craig

Home Address: 302 Ben Hogan Dr. Mebane, NC 27302

Mailing Address (if different): _____

Home Phone: 919-452-1051 Business Phone: _____

Do you live inside the Mebane City Limits? Yes No _____

In Alamance or Orange County? Alamance

Board Preference

Are you currently serving on a board or commission of the City of Mebane? Yes _____ No
If so, which one(s)? _____

Please list the name(s) of the board(s) to which you are applying or seeking reappointment (you may apply to more than one): Planning Board

Why do you wish to serve the City in this capacity? If additional space is needed please attach a separate sheet:

Mebane has been my home since 2011 and will remain my home.

I would like to give back to this community by serving on the Planning Board to help

Mebane grow reasonably and responsibly

Education

Please list your educational background. Include name of all schools attended:

Hawkeye Community College 1984-1986, Marketing Management

Uninversity of Northern Iowa 1988-1990, Business

Employment

Please list the names and address of your current employer, the title of your current position, and a brief description of your job duties.

Name of Employer: Re/Max Diamond Realty

Address: 202 S. Fifth St. Mebane, NC 27302

Title and Duties:

Civic Involvement

Please list the names of all civic organizations in which you currently hold membership:

Thank you for your interest in appointment to the City of Mebane's Advisory Boards and Commissions. Individuals selected for appointment will be notified by mail within 5 working days from the City Council meeting at which they have been appointed.

JOHN CRAIG

– 302 BEN HOGAN DR, MEBANE, NC 27302 –

JCRAIG@DIAMONDREALTY.COM

(919)452-1051

SUMMARY

Management and sales professional with nearly 3 decades of experience. Proven ability to promote sales and deliver client needs across a variety of verticals. Excellent interpersonal skills with ability to establish and maintain relationships. Seeking an opportunity to join a successful real estate firm after obtaining a North Carolina Real Estate License in January of 2020.

SKILLS

Technical Skills: QuickBooks, Microsoft Word, Microsoft Excel, Microsoft PowerPoint

Functional Skills: Scheduling, Payroll, Budgeting, Training, Business Development/Sales, Human Resources, Customer Service

PROFESSIONAL EXPERIENCE

**Re/Max Diamond Realty-Mebane, NC
Realtor**

2020-Present

**Carousel Dentistry – Durham, NC
Business Manager**

2002 – 2020

- Manage day to day operations and facilities of the office while promoting a healthy work environment.
- Design and implement office policies and procedures while managing staff of 12 resources including dentists, receptionists, dental assistants and hygienists.
- Responsible for recruiting, interviewing, training, and onboarding of all new staff members.
- Responsible for serving as point of contact for all HR related situations.
- Assist with the startup process to incorporate and establish a second dental office – Atlantis Dentistry.
- Promote business development initiatives to increase annual revenue.
- Achieve financial objectives by preparing an annual budget, scheduling expenditures, analyzing variances and initiating corrective actions.

**Advanced Systems Inc. (now Gordon Flesch Co.) – Waterloo, IA
Network Sales Specialist**

2001 – 2002

- Targeted and contacted companies in Waterloo and the surrounding areas to sell network technologies.
- Established rapport with new clients and maintained excellent customer service to deliver products and needs in a timely manner.
- Developed and enhanced business-to-business sales strategies and skills.

**Kraft Foods Group, Inc. (Frozen Division) – Waterloo, IA
Sales Representative**

1994 – 2001

- Serviced local grocery stores in Waterloo and the surrounding areas to sell and deliver Kraft Foods' frozen goods.
- Collaborated with both store and department managers on promotional advertisements.
- Upsold products to increase annual revenue throughout assigned region.
- Summit Award winner, 1997 – Salesman of the year

LICENSING/EDUCATION

Hawkeye Community College 1984-1986 Marketing Management

University of Northern Iowa 1988-1990 Business

Superior School of Real Estate, Raleigh, NC – 2019

Real Estate License, State of North Carolina – 2020



City of Mebane

Boards and Commissions Application

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Personal Information

Name: Keith Horton

Home Address: 114 East Laramie Drive

Mailing Address (if different): PO Box 1642, Mebane NC 27302

Home Phone: 336-263-6340 Business Phone: _____

Do you live inside the Mebane City Limits? Yes No

In Alamance or Orange County? Alamance

Board Preference

Are you currently serving on a board or commission of the City of Mebane? Yes _____ No
If so, which one(s)? _____

Please list the name(s) of the board(s) to which you are applying or seeking reappointment (you may apply to more than one): Planning Board

Why do you wish to serve the City in this capacity? If additional space is needed please attach a separate sheet:

Serving on the Planning Board is an excellent opportunity to give back to the community and provide a voice in the decision-making process. Given the opportunity, I am confident that my expertise and previous experience with planning, land use, and local government enables me to add value to the Planning Board and the overall community. This would be a wonderful learning experience and I look forward to the potential opportunity.

Education

Please list your educational background. Include name of all schools attended:

B.S. - Finance, UNC

B.S. - Economics, Minor in Public Policy, UNC

M.B.A. - Pfeiffer University

Employment

Please list the names and address of your current employer, the title of your current position, and a brief description of your job duties.

Name of Employer: Duke University

Address: Durham, NC 27708

Title and Duties:

Business & Proposal Manager - Manage departmental administrative, operational, and financial processes.

<https://www.linkedin.com/in/keith-horton-b3463712/>

Civic Involvement

Please list the names of all civic organizations in which you currently hold membership:

Habitat for Humanity Durham

Mebane Youth Soccer Association

Thank you for your interest in appointment to the City of Mebane's Advisory Boards and Commissions. Individuals selected for appointment will be notified by mail within 5 working days from the City Council meeting at which they have been appointed.



City of Mebane

Boards and Commissions Application

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Personal Information

Name: William Marsh

Home Address: 1105 Bateman Pl Mebane, NC 27302

Mailing Address (if different): _____

Home Phone: 336-212-9970 Business Phone: 336-338-0313

Do you live inside the Mebane City Limits? Yes No

In Alamance or Orange County? Alamance

Board Preference

Are you currently serving on a board or commission of the City of Mebane? Yes No

If so, which one(s)? _____

Please list the name(s) of the board(s) to which you are applying or seeking reappointment (you may apply to more than one): Planning Board

Why do you wish to serve the City in this capacity? If additional space is needed please attach a separate sheet:

I am a new resident to Mebane; however, I have lived in Alamance County for about 18 years. I was drawn to Mebane because of the expected growth and I want to participate in Mebane's growth and development by serving the community in this advisory capacity.

Education

Please list your educational background. Include name of all schools attended:

University of North Carolina at Chapel Hill - 2004 BA Political Science

East Carolina University - 2019 Security Studies Graduate Certificate

Villanova University - 2021 Master of Public Administration and City Management

Graduate Certificate

Employment

Please list the names and address of your current employer, the title of your current position, and a brief description of your job duties.

Name of Employer: North Carolina State Bureau of Investigation

Address: 3320 Garner Road Raleigh, NC 27610

Title and Duties:

Assistant Special Agent in Charge - Professional Standards and Compliance Unit
I am responsible for conducting criminal investigation of Public Corruption allegations
and Internal Affairs for the SBI

Civic Involvement

Please list the names of all civic organizations in which you currently hold membership:

None

Thank you for your interest in appointment to the City of Mebane's Advisory Boards and Commissions. Individuals selected for appointment will be notified by mail within 5 working days from the City Council meeting at which they have been appointed.



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Personal Information

Name: Erilean McLean

Home Address: 1007 Gramercy CT Mebane, NC 27302

Mailing Address (if different): _____

Home Phone: 910-736-7373 Business Phone: _____

Do you live inside the Mebane City Limits? Yes No

In Alamance or Orange County? Alamance

Board Preference

Are you currently serving on a board or commission of the City of Mebane? Yes _____ No

If so, which one(s)? _____

Please list the name(s) of the board(s) to which you are applying or seeking reappointment (you may apply to more than one): Planning

Why do you wish to serve the City in this capacity? If additional space is needed please attach a separate sheet:

I believe in being an active and informed member of my community. I understand the challenges, values and need for active participation to influence maintenance and positive growth. I served on the Planning and Zoning board in my previous hometown. I want to share my voice, experience and my time. My past experience illustrates my leadership ability and commitment to the Country and where I live & Play.

Education

Please list your educational background. Include name of all schools attended:

23 year's Active Military Service, Central Texas College, Fayetteville Technical College, Columbus State University.

Thank you for your interest in appointment to the City of Mebane's Advisory Boards and Commissions. Individuals selected for appointment will be notified by mail within 5 working days from the City Council meeting at which they have been appointed.

Please list the names of all civic organizations in which you currently hold membership:
None at Present.

Civic Involvement

Title and Duties:

Address:

Name of Employer: *Retired*

Please list the names and address of your current employer, the title of your current position, and a brief description of your job duties.

Employment



City of Mebane

Boards and Commissions Application

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Personal Information

Name: Susan S. Semonite

Home Address: 401 Redwood CT, Mebane NC 27302

Mailing Address (if different): -

Home Phone: ^{mobile} 732-261-2053 Business Phone: 919-684-0154

Do you live inside the Mebane City Limits? Yes No

In Alamance or Orange County? Alamance

Board Preference

Are you currently serving on a board or commission of the City of Mebane? Yes No

If so, which one(s)? Planning Board

Please list the name(s) of the board(s) to which you are applying or seeking reappointment (you may apply to more than one): Seeking reappointment to planning board

Why do you wish to serve the City in this capacity? If additional space is needed please attach a separate sheet:

I have enjoyed serving my first term on the planning board. Seeing the growth in Mebane is exciting but also working to find balance and cohesion to our historic town/ community. Being part of the board, the work with city council - Board recommendations as well as getting a clear understanding / scope of builder/ developers is necessary to the overall future of Mebane

Education

Please list your educational background. Include name of all schools attended:

Elon University - BA 1989

Univ. of North Carolina - Greensboro MA 1997

*full resume attached

Employment

Please list the names and address of your current employer, the title of your current position, and a brief description of your job duties.

Name of Employer: Duke University - office of Undergraduate Admissions

Address: 2138 Camps Dr, Durham NC 27308

Title and Duties:

Sr. Associate Director of Admissions

full resume attached

Civic Involvement

Please list the names of all civic organizations in which you currently hold membership:

Mebane Womens Club - Vice President

Thank you for your interest in appointment to the City of Mebane's Advisory Boards and Commissions. Individuals selected for appointment will be notified by mail within 5 working days from the City Council meeting at which they have been appointed.

*Thank you for considering
this re-appointment -
Susan Dominate*

SUSAN S. SEMONITE

Susan.semonite@gmail.com
401 Redwood Court, Mebane, NC 27302
732.261.2053

PROFESSIONAL EXPERIENCE:

Duke University, Durham, NC — November 2006-Present

Senior Associate Director of Admission (July 2022 – Present

Associate Director of Admissions (July 2015 – June 2023)

- Liaison to the Alumni and Development Offices
 - Oversight of applicants and prospective student visitors.
 - Admission Liaison provides a point of contact and a source of information for alumni families who have children applying as a first-year or transfer applicants.
 - Oversight in the relationship and care in reviewing admissions applications
- Supervision Admissions Officer team
 - Oversee the duties for five admissions officers. Provide oversight, supervision and management. Team oversight has a range of experience and duties including recruitment travel, application review project management and professional development.
- 2138 Building Renovation move oversight
 - Establish a timeline for the move of all staff and materials from 2138 to two different campus locations as well as off site storage. Work with Duke Facilities project manager to complete in a four-week timeline. Work with next steps for planning / decision making of renovation steps.
- ROTC Recruitment process.
 - Coordinate with the ROTC detachment divisions, faculty, Provost, and University President, discussion to help with the recruitment of more ROTC students. Lead to the development of an Early Decision II option process to track and yield ROTC scholarship winners
 - Created a program to fund ROTC prospects to visit campus during admitted student days with intent to increase yield.
- Manager for Campus Visits and Special On-Campus Events
 - Responsible for daily management of the campus visit program and analysis of visitor feedback, approximately 50,000+ visitors annually. Responsible for managing events hosted by the Office of Undergraduate Admissions. This includes planning for, training, scheduling staff, and assessment of these visit activities. Supports visitor reception activities, assessment activities across the department but especially works to coordinate with campus partners across the university as well as the Duke Marine Lab and Durham Convention and Visitors Bureau. Oversight of on campus recruitment programs, open house events, admitted student days, and special group visits done using SLATE CRM.
 - Karsh Alumni & Visitor Center – beginning October 2019
 - Collaborate with communication team to update and maintain website for campus visit opportunities. Assist in the event planning, publicity, reservations and coordination of on campus recruitment events for prospective students and their families.

Senior Assistant Director of Admissions (July 2013-July 2015)

- Responsible for the recruitment efforts, application review, and yield events for regions that have included Pennsylvania, Connecticut, Maine, New Hampshire, Rhode Island, Upstate New York, Vermont, & Bergen Co, New Jersey
- Blue Devil Days admitted student days – developed three, two-day event days for admitted students, increased participation and yield. Developed a program to accommodate parents, in addition to programming already in place for students.
- Plan, implement, and assess the effectiveness of the Campus Visit program, approximately 50,000+ visitors each year.
 - Developed a Visitor Packet,
 - Created and manage electronic visitor evaluations. Provide feedback to admissions officer staff
- Creation of Discover Duke Counselor Conference – established in January 2012 - present
 - Developed from the NC Open House concept
 - Worked with Duke Endowment to receive \$13,000 grant for three-year program, has been extended until 2017
- Liaison with the university ROTC divisions.
 - Work in conjunction with data processing, manage database of potential ROTC candidates. Review ROTC decisions after committee process with dean. Provide feedback to ROTC units. Assist in working to identify potential ROTC candidates and track throughout the admissions cycle.
 - Assess the ways in which recruitment of potential scholarship candidates can be identified through the admissions process. Work to establish systems to obtain priority recruitment set by the university for these ROTC groups

Susan Semonite – Cont.

- Coordinate Undergraduate Admissions events
 - Campus contact involving space availability, establishing program dates as far in advance possible. Includes but not limited to working with Theater Operations, Duke Performances, Event Management, Duke Card Office, and Duke Athletics.
 - Review catering options for all events. Research vendors establishing they have received university approved and pricing is within budget guidelines.
 - Liaison to the Durham Conventions and Visitors Bureau
 - Establish relationships with area hotels for price negotiation

Assistant Director of Admissions (June 2009 – June 2013)

- Responsible for the recruitment efforts, application review, and yield events for regions that have included: Alabama, Pennsylvania, Connecticut, Maine, New Hampshire, & Vermont.
- Blue Devil Days admitted student days – developed four, two-day event days for admitted students, increased participation and yield. Developed a program to accommodate parents, in addition to programming already in place for students.

Senior Admissions Counselor (November 2006 – May 2009)

- Responsible for recruitment efforts, application review, and yield events for the regions of Texas, Oklahoma, & Louisiana.
- Facilitated annual counselor conference, worked with student life staff, faculty, university facilities management, and travel services on implementation of event; while staying within budget guidelines.
- Blue Devil Days admitted student days - assisted coordinator on the planning and design of five admitted student days.
- Admissions Office liaison to three divisions of ROTC – facilitated the application review process and tracking of scholarship winners. Assisted these divisions with various communication programs to increase program applications.
- Assisted with revisions of the 2007-2008 admissions viewbook.

Duke Youth Programs

Director of Constructing Your College Experience (May – June 2007)

- Facilitated a six-day program for approximately 30 rising high school juniors and seniors.
- Selected and trained 5 staff members, to work as counselors during the program
- Worked closely with the summer residential staff on the organization of events.
- Established a college panel with admissions representatives from over eight different North Carolina Colleges & Universities.
- Arranged college campus visits as well as various guest speakers to participate during the week-long camp.
- Sent evaluative letters to camper's parents after the program with college recommendations for each participant to consider.

Ranney School, Tinton Falls, NJ —

Director of College Guidance (August 2000 to June 2006)

- Designed an ambitious and comprehensive college counseling program for grades 8th - 12th
- Guide approximately 225 students and their families through the college investigation process
- Manage college application process of 55 seniors applying to over 400 schools
- Supervise Associate Director and Registrar in daily projects and tasks
- Key member of upper school administrative team
- Developed College 101 Counseling Workshop for juniors – course ran March thru December
- Coordinator for PSAT / SAT testing and preparation
- Coordinator for College Board Services for Students with Disabilities
- Administrator responsible for set-up, training, and management of Naviance Tcci software
- Upper School Admissions Committee – interview and select candidates for acceptance
- Developed and designed quarterly "College 101" newsletter – distributed to parents and prospective applicants
- Created retention program for 8th graders transitioning to the 9th grade
- Advise and counsel upper school students through academic course selection
- Organize workshops on financial planning, Junior College Workshop, 9th & 10th Information Night
- Facilitate and implement creation of upper school master course schedule using Blackbaud Software
- Curriculum review committee – work with department chairs on appropriate prerequisites and student placement
- Plan Junior College Visitation Tour Program – two to three multi-day tours annually
- Assist with the coordination of Graduation and Senior Celebration

Elon University Admissions, Elon NC (July 1989 – June 2000)

Associate Dean of Admissions (January 2000 – June 2000)

Assistant Dean of Admissions (April 1998 - January 2000)

- Supervised 6 professional and 4 administrative staff.
- Managed an efficient system for purchasing and provided direction for annual operational \$700K budget.
- Oversee the daily operations of the Admissions Office including coordinating telephone coverage, and maintaining facilities.
- Implemented Admissions three-year technology plan, including purchasing technology and supplies.
- Plan, implement, and assess the effectiveness of the Campus Visit program, approximately 3500+ visitors each year.
- Assist University Relations / Publications Office in design and creation of marketing materials.
- Created new Admissions Video - \$70,000 project - worked collaboratively with external communications firm.
- Territory manager for recruitment in major market area of New England, comprising 10% of student enrollment.
- Managed territory managers, researched new areas to recruit using geodemographics, NRCCUA and ETS

Senior Associate Director of Admissions (1996 - 1998)

- Planned and coordinated two admitted student weekends hosted annually on campus, approximately 1000 guests each weekend.
- Hired, trained, and directed 25 Student Tour Guides and 15 telephone counselors.
- Worked with Student Life, Academic Advising, and faculty on implementation of events.
- Conduct presentations, host receptions, interview students, review applications and determine admission.

Associate Director of Admissions (1992-1996)

Assistant Director of Admissions (1990-1992)

Admissions Counselor (1989-1990)

- Designed and implemented two-week orientation for six new Admissions Counselors.
- Developed, planned and implemented a strategy for student recruiting throughout New Jersey, New York, and New England.
- Selected, trained and coordinated the 50+ volunteer Student Admissions Committee.
- Established standards, interviewed prospective students, and completed admissions decisions.
- Traveled extensively and independently for over 12 weeks each year.
- Planned and hosted receptions for guidance counselors, prospective students and parents in major market area.

Elon 101 Faculty Advisor (1995- 2000)

Elon University Academic Advising

- Mentored and advised 15 freshmen through semester program.
- Counseled students as to college programs, course selection, and declaring a major.
- Worked with students to ensure course and graduation requirements were completed.
- Provided weekly support and guidance in making the transition to college.

EDUCATION

University of North Carolina-Greensboro, Greensboro, NC

Master of Arts, December 1997

Concentration: Liberal Studies

Elon University, Elon, NC

Bachelor of Arts, May 1989

Major: Public Administration

PROFESSIONAL MEMBERSHIPS & CONFERENCE PRESENTATIONS

Special Event Planners Council (SEPC), Duke University

New England Association for College Admission Counseling (NEACAC)

The Collegiate Information and Visitor Services Association (CIVSA)

New Jersey Association for College Admission Counseling (NJACAC)

- Elected NJACAC President-Elect 2005 - 2006

CONFERENCE PRESENTATIONS

- *So, you're considering Moving to the Other Side of the Fence? NJACAC 2003, 2005*
- *Creating a Strong High School Profile: What Works and What Doesn't, NJACAC 2005*



City of Mebane

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Personal Information

Name: Kristin Simon

Home Address: 1239 Skyview Drive Mebane, NC 27302

Mailing Address (if different): _____

Home Phone: 919-724-9676 Business Phone: _____

Do you live inside the Mebane City Limits? Yes No

In Alamance or Orange County? Alamance

Board Preference

Are you currently serving on a board or commission of the City of Mebane? Yes No
If so, which one(s)? _____

Please list the name(s) of the board(s) to which you are applying or seeking reappointment (you may apply to more than one): _____

Why do you wish to serve the City in this capacity? If additional space is needed please attach a separate sheet: I have lived in this county since I was little. My family owns a dairy farm in Efland (Sykes Dairy), so I have watched this town evolved and grow so much in 20 years. My hope is to serve this community and not only help flourish this beautiful town that we have but also show the community that we are indeed here with them. Every thought will be heard, and every question will be answered.

Education

Please list your educational background. Include name of all schools attended:
Cedar Ridge High School (Graduated in 2011) / Greensboro College (Graduated in 2015)

Employment

Please list the names and address of your current employer, the title of your current position, and a brief description of your job duties.

Name of Employer: Cone Health- MedCenter Mebane

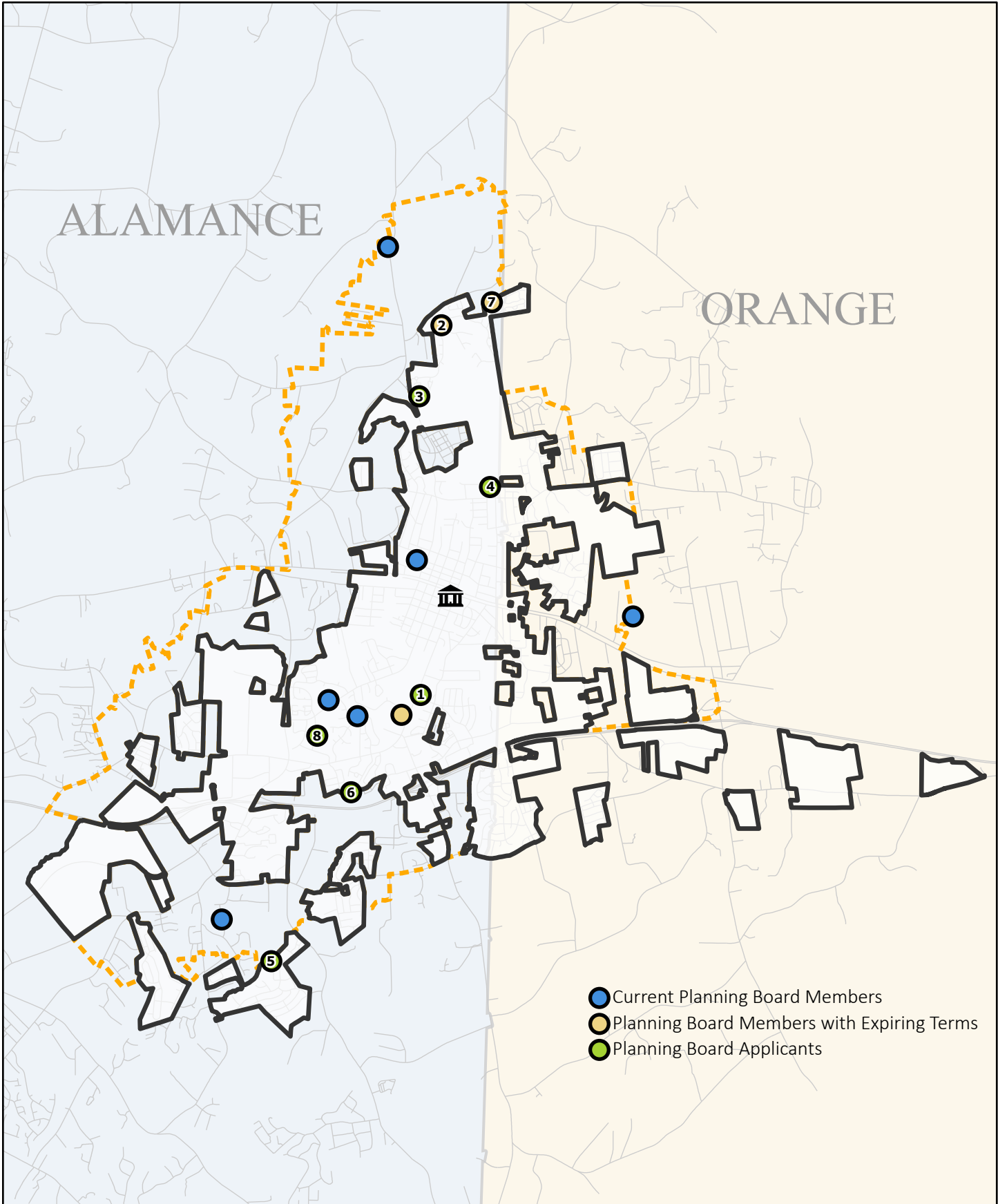
Address: 3940 Arrowhead Blvd. Mebane, NC 27302

Title and Duties: Manager of Campus Support and Community Engagement

Civic Involvement

Please list the names of all civic organizations in which you currently hold membership:

Thank you for your interest in appointment to the City of Mebane's Advisory Boards and Commissions. Individuals selected for appointment will be notified by mail within 5 working days from the City Council meeting at which they have been appointed.



ALAMANCE

ORANGE

- Current Planning Board Members
- Planning Board Members with Expiring Terms
- Planning Board Applicants



2023 Planning Board Applicants

- Mebane City Hall
- Mebane City Limits
- ETJ
- StreetCenterline



AGENDA ITEM #11

Racial Equity Advisory Committee (REAC) Appointment Recommendations

Date

June 5, 2023

Presenter

Beatrice Hunter,
Human Resources Director, REAC Staff Liaison

Applicant

N/A

Public Hearing

Yes No

Summary

The City of Mebane Racial Equity Advisory Committee has openings on its committee. Three seats will be vacant on June 30 due to the two-year terms of Daniel Velasquez, Erica Bluford, and Stuart Smith ending.

The REAC requests a fourth seat be filled, currently occupied by Daniel Troxler, serving a four-year term. The Committee recommends (4 in favor, 1 abstention) the removal of Daniel Troxler from his seat due to not meeting the established committee attendance requirements.

The City advertised the expiring seats from May 1- May 30. No applications were received. The REAC requests the Council extend the appointments of current members Daniel Velasquez and Erica Bluford by one year for continuity of the committee. The other seat(s) will be readvertised.

Financial Impact

N/A

Recommendation

The REAC recommends that the Council extend the appointments of Mr. Velasquez and Ms. Bluford by one year and remove Daniel Troxler from the Committee.

Suggested Motion

A motion of resolution extending the appointments of Daniel Velasquez and Erica Bluford by one year and removing Daniel Troxler from the Committee.

Attachments

N/A

Mebane Fire Dept. Monthly Report

	April	Year to Date	% Change from 2022
Structural Response			
Totals	31	101	-5%
Average Personnel Per Response	12	12	
Average Volunteer Response	2	2	
Non Structural Responses			
Totals	57	227	-12%
Total Fire Response	88	328	-10%
Location (Year to Date)	North	South	
Total Number/Percentage	146/45%	182/55%	
Average Fire Response Time	5:13	5:46	
Percentage of Calls Inside City	48%	52%	
Percentage of Calls Outside City	37%	26%	
Percentage of Calls for Mutual Aid	15%	19%	
EMT Response	159	649	-5%
Location (Year to Date)	North	South	
Total Number/ Percentage	348/54%	301/46%	
CPS Seats Checked	14	58	
Smoke Alarms Checked/Installed	5	26	
Station Tours/Programs	0	10	
# of Participants	285	792	
Events Conducted/Attended	4	19	
Safety Message on City Water Bill	5100	15800	
Views Of Fire Safety Facebook Post	1110	5138	



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=J6WL99YDXAA>.

Members Present:

Edward Tulauskas, Chair
Judy Taylor, Vice Chair
Susan Semonite
William Chapman
Kurt Pearson

Keith Hoover
Jason VanBuren
Gale Pettiford
David Scott

City Staff Present:

Ashley Ownbey, Development Director
Rachel Gaffney, City Planner
Briana Perkins, City Planner
Kirk Montgomery, IT Director

1. Call to Order

At 6:30 p.m. Chairman Tulauskas called the meeting to order.

2. Approval of April 10, 2023, Meeting Minutes

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

3. City Council Actions Update

Ashley Ownbey, Development Director, stated City Council received the first presentation of the Phase 2 amendments to the Mebane Unified Development Ordinance (UDO) at their May meeting. She reviewed that Council had asked for additional information and revisions, which would be presented at the June meeting. Revisions include making no changes to the parking standard for two-bedroom apartments and exploring prohibiting pole signs everywhere except for within 400-feet of the interstate.

4. Request to rezone the +/- 1.99-acre parcel located on S. Third St. (GPIN 9814368450), from R-20 to B-2 to allow, contingent on the approval of a special use permit, Equipment Rental & Leasing (with Outside Storage) by 3S Investments, LLC.

And

Request for a Special Use Permit to allow Equipment Rental & Leasing (with Outside Storage) on the +/- 1.99-acre parcel located on S. Third St. (GPIN 9814368450) by 3S Investments, LLC.

3S Investments, LLC is requesting approval to rezone a +/- 1.99-acre lot off of South Third Street from R-20, Residential District to a B-2, General Business District. The requested rezoning would be



contingent on the approval of the Special Use Permit request for Equipment Rental & Leasing (with Outside Storage). The property is within the City limits and public utilities are available for any future structures on the site, as shown on the provided site plan. The surrounding area consists of a combination of vacant lots, residential homes, a funeral home, and the current equipment rental business already in operation. The property is located in the Secondary Growth Strategy Area as identified in *Mebane By Design*, the City's Comprehensive Land Development Plan.

The site-specific plan and staff reports are provided in the meeting agenda packet available [here](#).

Rachel Gaffney provided a more detailed overview and PowerPoint presentation of the request.

Chad Huffine, Civil Engineer for 3S Investments, LLC, presented that between the time of presenting the text amendment to City Council and this hearing, there were some details in reference to asphalt paving for the driveway apron that were to be removed. Ashley Ownbey clarified that the note to be removed from the plans was about the sidewalk and not the driveway apron.

David Scott asked for clarification if there would be an asphalt driveway. Chad Huffine replied that the driveway apron would be either asphalt or concrete from the edge of the asphalt of the road back to the right-of-way as required by NCDOT. He said beyond the right-of-way the driveway would be gravel.

Chad Huffine explained that as shown on the site plans, there is sufficient screening and additional landscaping has been incorporated. He said that this request was in addition to the First Source operations and was a follow up on the text amendment request that was presented a couple of meetings ago. He said that procedurally the rezoning request for the B-2 Zoning District would be first and followed by the Special Use Permit request. Ashley Ownbey stated that staff's recommendation was for presentation of the two requests to be combined.

Kurt Pearson asked how many times the project went through the Technical Review Committee (TRC) process. Chad Huffine replied that the project was reviewed three times by the TRC.

Kurt Pearson asked what the use separation was for the two sides on abutting residential. Chad Huffine replied that the use separation was a minimum of fifty feet, but their plans included additional buffering to disturb less than an acre. He said there was a larger buffer to the rear or south side of the site and a 55-foot buffer to the east.

Judy Taylor asked if they would be able to protect the trees already existing. Chad Huffine responded that they would keep all the trees that were in good health, but any burnt or dead trees were already removed and would be replaced with additional landscaping.

Susan Semonite asked to clarify that the property did not have street frontage but would still have street access off South Third Street. Chad Huffine explained that there was going to be a driveway apron off South Third Street that would be asphalt or concrete from the street to the right-of-way.



He said that the remaining would be gravel into a fenced lot. He also said that there would be a connector from the First Source lot to circulate traffic in one driveway and out the other for a more efficient route for the equipment.

Kurt Pearson asked if there had been any opposition from the neighbors. Chad Huffine replied that Mr. Scott had gone door-to-door to speak with the neighbors and has not had any calls to the office. Bill Chapman asked if they had spoken with the funeral home. Chad Huffine replied that they had spoken with the funeral home.

Judy Taylor asked if there was going to be 24-hour lighting for the new lot. Chad Huffine replied that he was not positive at this time since Duke Energy was currently working on the lighting plans. He said he would have the answer by the City Council meeting in June. David Scott commented that for security reasons, he would imagine that there would have to be some dusk-to-dawn lighting. He also commented that the setbacks were so far that the lighting should not bother the adjoining properties.

Ashley Ownbey recommended the Special Use Permit be presented before action by the Planning Board on the rezoning request.

Chad Huffine presented the four findings of fact for the Special Use Permit.

- 1) The project would not materially endanger the public health or safety.

The findings that are necessary to support this special use permit request consider issues related to promoting the public's health, safety, and general welfare. The proposed improvements to the site and specific additions will be designed in accordance with driveway connection standards set forth by the NCDOT and the City of Mebane. Specific driveway items and connections are proposed to create an accessible driveway connection to the existing street in compliance with technical criteria set forth by these regulatory agencies.

- 2) The project would not substantially injure the value of adjoining or abutting property.

The project as proposed will be designed and constructed in accordance with the City of Mebane required perimeter landscaping considerations included. In addition to those requirements, the property owner will increase the buffer widths, provide additional screening, and maintain a neat appearing area. Specific to this location within the City of Mebane, any improvements to the property made over its current vacant condition will be subsequently considered an improvement elevating the value of the site. Adequate separation between adjacent uses and buffers are provided.

Chad Huffine commented that from his experience with similar projects, the property values would not be affected one way or the other for the proposed project.



- 3) The project would be in harmony with the area in which it is to be located.

The project as proposed will be in harmony with the surrounding uses and vicinity. The property will be adjacent to the existing First Source Rental operation which has been in existence since the site was vacated by Mebane Tire. Property across the street is developed as a funeral home and the property adjacent on the remaining two sides is wooded, residential uses. This additional outdoor storage area will be properly screened, buffered, and beautified with landscape plantings to enhance the exterior appearance. The existing First Source Rental currently provides services to local contractors and homeowners alike. They provide rental equipment and supplies needed for construction and maintenance as well as improvement projects to the Mebane and greater Triad/Triangle areas. Day-to-day operations on the property will take place within the fenced area and will likely behave in a similar fashion as the vicinity currently experiences.

- 4) The project would be in general conformity with the Land Use Plan or other plans and policies officially adopted by the City Council.

Based on a collective review by our firm and the City of Mebane staff, the proposed use will be in conformity with the long-range plan for the area.

Edward Murphy, 1222 South Fifth Street, introduced himself as the property owner directly behind the existing First Source building. He said Mr. Scott had discussed the proposed plans with him. He had informed Mr. Scott that he had no problem with the new use and that they had been good neighbors. He said that the clearing had already been done on his side of the property and he had no complaints. He said in regard to the lighting, the current building was very well lit at night and he imagined the same for the new area.

David Scott made a motion to approve the B-2 zoning request:

Motion to approve the B-2 zoning as presented.

Kurt Pearson modified Mr. Scott's motion as follows:

*Motion to approve the B-2 zoning as presented; and
Motion to find that the application is consistent with the objectives and goals in the City's 2017 Comprehensive Land Development Plan, Mebane by Design. Specifically, the request is for a property within the City's G-4 Secondary Growth Area and is generally commercially in nature.*

Jason VanBuren seconded the motion and the recommended motion passed unanimously.

Kurt Pearson made a motion to approve the Special Use Permit as follows:

*Motion to approve the Special Use Permit as presented; and,
Motion to find that the request is both reasonable and in the public interest because it has been found that the request:*

- a. *Will not materially endanger the public health or safety;*



- b. *Will not substantially injure the value of adjoining or abutting property;*
- c. *Will be in harmony with the area in which it is located; and*
- d. *Will be in conformity with the land development plan or other plans officially adopted by the City Council.*

William Chapman seconded the motion and the recommended motion passed unanimously.

5. New Business

Ashley Ownbey announced that applications for the Planning Board positions were still being accepted. She also informed the Board that City Hall would be closed on Monday, May 29 in observance of Memorial Day.

Kurt Pearson asked what positions were up for reappointment. Ashley Ownbey responded that William Chapman, Susan Semonite, Jason VanBuren, and Keith Hoover were up for reappointment in June.

6. Adjournment

Chairman Tulauskas adjourned the meeting at approximately 6:50 p.m.